

City of West Allis

Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
2012-0432	Communication	Introduced
Communication from the Director of Development relative to terminating a lease for the property located at 119** W. Oklahoma Ave. West Allis, WI.		
Introduced: 8/7/2012		Controlling Body: Safety & Development Committee

COMMITTEE RECOMMENDATION

Approve & File

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>8/7/12</u>			Barczak				
			Czaplewski				
			Lajsic	✓			
			May	✓			
			Probst	✓			
			Reinke	✓			
			Roadt				
			Sengstock				
			Vitale	✓			
			Weigel				
TOTAL				<u>5 0</u>			

SIGNATURE OF COMMITTEE MEMBER

Chair

Vice-Chair

Member

COMMON COUNCIL ACTION

APPROVAL and PLACE ON FILE

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>AUG - 7 2012</u>			Barczak	✓			
			Czaplewski	✓			
			Lajsic	✓			
			May	✓			
			Probst	✓			
			Reinke	✓			
			Roadt	✓			
			Sengstock	✓			
			Vitale	✓			
			Weigel	✓			
TOTAL				<u>10</u>			

STANDING COMMITTEES OF THE CITY OF WEST ALLIS COMMON COUNCIL

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Chair: James W. Sengstock
 Vice-Chair: Vincent Vitale
 Thomas G. Lajsis
 Michael P. May
 Cathleen M. Probst

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 Vincent Vitale



DEPARTMENT OF DEVELOPMENT
John F. Stibal

414/302-8460
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West Allis, Wisconsin 53214

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July 31, 2012

Honorable Mayor Devine and Members of the Common Council
City of West Allis
7525 W. Greenfield Ave.
West Allis, WI 53214

RE: Termination of Lease – Peony Farm, 119** W. Oklahoma Ave. (Tax Key No. 521-9958-001)

Dear Mayor Devine and Members of the Common Council:

Since 1967, the City of West Allis has had lease agreement with the owners of the existing Peony Farm at 12120 W. Oklahoma Ave. to cultivate additional peonies on the adjacent city-owned property at 119** W. Oklahoma Ave. (Tax Key No. 521-9958-001). The Peony Farm is currently owned by the Owen W Klatte & Angela M Glocka Rev Trust of Glendale, California.

The initial lease was detailed to last for four years, and renewal of the lease after the June 30, 1971 termination date was to be at the sole discretion of the Lessor (City), with 90 days notice. Per the existing lease agreement, the lessee shall have the months of September, October and November to remove up to not more than 200 peony plants from the premises.

At this point, the Department of Development is seeking authorization provide 90 days notice and terminate the lease, in order to lessen redevelopment obstacles of the parcel for a future use. No specific future use has been detailed, but the Department of Development believes it is in the best interest of the City to obtain greater flexibility on the site.

If you have any questions regarding this request or the future development potential of this site, please feel free to contact me.

Sincerely,

John F. Stibal
Director of Development

Attachment: Lease Agreement



L E A S E

THIS INDENTURE, made this 31st day of May, 1967, between the City of West Allis, hereinafter called the "Lessor," and Marvin C. Karrels and Laura Karrels, his wife, hereinafter called the "Lessee:"

WITNESSETH

That the Lessor, by these presents, shall lease and demise unto the said Lessee the following described real estate in the City of West Allis, bounded and described as follows to-wit:

DESCRIPTION

A parcel of land in the Southwest 1/4 of Section 7, Township 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit:

Commencing at the Southwest corner of said 1/4 section; thence South 86° 18' 11" East, 1130.00 ft. on and along the South line of said 1/4 section to a point; thence North 4° 37' 18" East 100.00 ft. to the point of beginning; thence continuing North 4° 37' 18" East 459.22 ft. to a point; thence South 33° 33' 26" East 593.50 ft. to a point; thence South 4° 37' 18" West 26.70 ft. to a point in the North line of West National Avenue; thence North 86° 18' 11" West on and along the north line of West National Avenue 10.68 ft. to a point; thence North 33° 33' 26" West 103.00 ft. to a point; thence South 56° 26' 34" West 69.36 ft. to a point; thence North 86° 18' 11" West and parallel to the north line of West National Avenue 237.91 ft. to the point of beginning.

The Lessee covenants and agrees to pay to the Lessor the sum of One and No/100 (\$1.00) Dollars upon execution of this lease by the Lessee and an additional One and No/100 (\$1.00) Dollars on July 1, 1968, and each succeeding July 1st until said lease is terminated.

This agreement shall commence on July 1, 1967, and shall continue in effect for a period of four years from such date and shall

terminate on June 30, 1971. Renewal of this agreement after the said termination date shall be at the sole discretion of the Lessor. After July 1, 1968, this agreement is subject to termination by either party, upon 90 days notice to the other party, provided that if termination is by the Lessor then the Lessee shall have the months of September, October and November following in which to remove not more than 200 peony plants from the premises.

The premises shall be used by the Lessee solely for the purpose of growing peonies, and during the term of this lease no more than two hundred (200) plants will be removed by the Lessee from the above described premises.

Maintenance and repairs shall be the obligation of the Lessee.

Lessee agrees to indemnify and save the Lessor harmless against any and all claims of whatever nature occurring or arising on the said premises during the term of this lease.

Lessee shall surrender the said premises in good order and condition, reasonable wear and tear excepted at the end of the term of this lease or upon prior termination of this lease.

The Lessee shall make no alterations to the premises without the written consent of the Lessor.

Should any of the conditions or covenants of this lease be breached by the Lessee, the Lessor may terminate this lease by written notice to the Lessee, whereupon the Lessee shall be obligated to surrender the premises to the Lessor.

In the event of termination of this agreement prior to June 30, 1971, the rental payment shall be pro-rated to date of actual termination.

This agreement contains the entire understanding of the parties with respect to the subject matter hereof, and no agreement or understanding, verbal or written, not contained herein will be recognized by either party. This agreement may be amended or supplanted only by written instrument signed by each party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals all on the day and year first above written

Eva Mainz
Eva Mainz

Darlene Williams
Darlene Williams

Marvin C. Karrels
Marvin C. Karrels

Laura Karrels
Laura Karrels

City of West Allis (Seal)

by Arnold H. Klentz
Title Mayor, Arnold H. Klentz

by Phil Elliott
Title City Clerk, Phil Elliott

Marion Elliott

Eldon M. Pinka

State of Wisconsin)
) SS
Milwaukee County)

Personally came before me this 31st day of May, 1967, Marvin C. Karrels and Laura Karrels, his wife, the above named parties to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Eva Mainz
Notary Public Eva Mainz
State of Wisconsin
Commission expires Apr. 25, 1971.

State of Wisconsin)
) SS
Milwaukee County)

Personally came before me this 15 day of June, 1967, Arnold H. Klentz, Mayor and Phil Elliott, City Clerk of the City of West Allis, to me known to be the persons who executed the foregoing instrument, and to me known to be such officers of said City, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City, by its authority.

Eldon M. Pinka
Notary Public, Milwaukee County, Wis.