



**CITY OF NEW BERLIN
PARKS, BUILDINGS & GROUNDS COMMISSION
MEETING**

Monday, January 10, 2022

5:30PM

Zoom Meeting

<https://us02web.zoom.us/j/85958644312>

The Council has satisfied the requirements as directed by the Common Council on June 22, 2021 and Ordinance No. 2651 to hold this meeting via electronic means. The full text of this ordinance and the minutes from the above mentioned meeting can be viewed at www.newberlin.org

Any comments that the public wishes to make may be communicated to the city via email at citizencomments@newberlin.org and will be forwarded to the Mayor and City Council. Interested parties may also participate by:

- Downloading the ZOOM app located at <https://zoom.us/> and utilize this unique ID to join: 859 5864 4312
- Following this direct link to the meeting: <https://us02web.zoom.us/j/85958644312>
- Find your local number: <https://us02web.zoom.us/j/85958644312>

AGENDA

CALL TO ORDER

ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

APPROVAL OF MINUTES

OLD BUSINESS

NEW BUSINESS

RAS Rustic Ridge Lease Agreement 2022-2025 - Discussion & Action

RAS Milham Park Lease Agreement 2022-2025 - Discussion & Action

UPDATES

ADJOURN

PLEASE NOTE:

- ✓ It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order. It is also possible that members of and possible a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.
- ✓ Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact City Clerk Georgia Stanford (262) 786-8610.



City of New Berlin
3805 South Casper Drive P.O. Box 510921
New Berlin, Wisconsin 53151-0921

(262) 786-8610
Fax (262) 786-6121

REQUESTED ACTION STATEMENT

DATE: **January 10, 2022**

TO: Parks, Buildings & Grounds Commission

FROM: Josh Radomski, Director of Public Works

ISSUE: Approval of lease agreement for agricultural use of the Rustic Ridge property, 20425 West Coffee Road for 2022-2025 growing seasons

REQUESTED ACTION:

Recommend Parks, Buildings & Grounds Commission approval of the lease agreement for agricultural use of the Rustic Ridge property, 20425 West Coffee Road

FISCAL IMPACT:

Based on the rental of \$125 per acre, revenues would total \$1750 per year

RATIONALE:

Until such time that the Rustic Ridge park site is developed for public park use, the city will receive revenues through leasing the land as well as relieve the city of maintaining the property for noxious weeds.

RECOMMENDATION:

Recommend the Parks, Buildings & Grounds Commission to recommend to Common Council to approve the lease agreement for the Rustic Ridge property, 20425 West Coffee Road for 2022-2025.

LEASE AGREEMENT

This Lease Agreement is made and entered into this 24th day of January, 2022, by and between the CITY OF NEW BERLIN, a Wisconsin municipal corporation (hereinafter referred to as "Lessor") and STIGLER FARMS, LLC, a Wisconsin limited liability company (hereinafter referred to as "Lessee").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Leased Premises. Lessor hereby agrees to lease to Lessee for agricultural purposes, the 14 acres of vacant land located at 20425 West Coffee Road, New Berlin, Wisconsin. The term of this lease shall begin upon execution by both parties and shall continue through the end of the 2025 growing season. In no event shall the lease extend for longer than this period without the written consent of both parties.

2. Rent. Lessee covenants and agrees to pay to Lessor during the term of this lease a rental rate of \$125.00 per acre for a total seasonal rental of \$1,750.00. Said sum shall be due by the close of City Hall on the last business day of December.

3. Use. Lessee represents that it will use the vacant land solely for agricultural purposes and will only apply such fertilizers, pesticides or other materials to the soil as are permitted by the State of Wisconsin Department of Natural Resources and the Environmental Protection Agency.

4. Indemnification. Lessee shall indemnify and save Lessor harmless from and against any and all liability, liens, claims, demands, damages, expenses, fees, including actual attorney fees, costs, fines, penalties, suits, proceedings, actions and causes of action, of any kind and every kind and nature, arising or growing out of or in any way connected with Lessee's use, occupancy, management or control of the premises or Lessee's options, conduct or activities on the property unless caused by the negligence or the Lessor, its agents, servants or employees.

5. Right of Entry. Lessor or Lessor's agent shall have the right to enter the premises at any time.

6. Assignment and Sublease. Lessee shall not alter or improve the premises without the Lessor's written consent. Lessee will, at the end of the lease term, return the premises to Lessor in good condition, the same as existed at the onset of this Lease, ordinary wear and tear excepted. Lessee shall not assign this lease or sublease the premises without the Lessor's prior written consent.

7. Insurance. Lessor warrants that it carries public liability insurance. Lessee shall keep in full force and effect, at its sole cost, said policies of public liability insurance with limits of not less than \$2 Million for injury or death to any one person and \$1 Million with respect to damage to property. Lessee agrees to name Lessor as an Additional Insured under Lessee's

liability insurance policy and to provide evidence of such coverage to Lessor. Such policy or policies shall provide that thirty (30) days written notice shall be given to Lessor prior to cancellation or amendment of the terms of said policy. Clauses in such policy which indicate that the insured or insurer will endeavor to notify the Lessor of such changes are unacceptable. Lessee shall furnish evidence satisfactory to Lessor at the time this lease is executed that such coverage is in full force and effect.

8. Governing Law. This Lease shall be governed and construed in accordance with the laws of the State of Wisconsin.

9. Integration. This Lease represents the complete agreement of the parties as to the issues set forth herein. It may only be modified in writing signed by both parties.

LESSOR:

City of New Berlin

LESSEE:

Stigler Farms, LLC

By: _____
David Ament, Mayor

By: _____
Bob Stigler, Member



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REQUESTED ACTION STATEMENT

DATE: **January 10, 2022**

TO: Parks, Buildings & Grounds Commission

FROM: Josh Radomski, Director of Public Works

ISSUE: Approval of lease agreement for agricultural use of the Milham property, 20900 West Cleveland Avenue for 2022-2025 growing seasons

REQUESTED ACTION:

Recommend Parks, Buildings & Grounds Commission approval of the lease agreement for agricultural use of the Milham property, 20900 West Cleveland Avenue

FISCAL IMPACT:

Based on the rental of \$125 per acre, revenues would total \$2,125 per year

RATIONALE:

Until such time that the Milham park site is developed for public park use, the city will receive revenues through leasing the land as well as relieve the city of maintaining the property for noxious weeds.

RECOMMENDATION:

Recommend the Parks, Buildings & Grounds Commission to recommend to Common Council to approve the lease agreement for the Milham park property, 20900 West Cleveland Avenue for 2022-2025.

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NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Leased Premises. Lessor hereby agrees to lease to Lessee for agricultural purposes, the 17 acres of vacant land located at 20900 West Cleveland Avenue, New Berlin, Wisconsin. The term of this lease shall begin upon execution by both parties and shall continue through the end of the 2025 growing season. In no event shall the lease extend for longer than this period without the written consent of both parties.

2. Rent. Lessee covenants and agrees to pay to Lessor during the term of this lease a rental rate of \$125.00 per acre for a total seasonal rental of \$2,125.00. Said sum shall be due by the close of City Hall on the last business day of December.

3. Use. Lessee represents that it will use the vacant land solely for agricultural purposes and will only apply such fertilizers, pesticides or other materials to the soil as are permitted by the State of Wisconsin Department of Natural Resources and the Environmental Protection Agency.

4. Indemnification. Lessee shall indemnify and save Lessor harmless from and against any and all liability, liens, claims, demands, damages, expenses, fees, including actual attorney fees, costs, fines, penalties, suits, proceedings, actions and causes of action, of any kind and every kind and nature, arising or growing out of or in any way connected with Lessee's use, occupancy, management or control of the premises or Lessee's options, conduct or activities on the property unless caused by the negligence or the Lessor, its agents, servants or employees.

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