



**Memorandum**

To: Common Council  
From: Greg Keil, CDD *GK*  
Date: March 29, 2016  
RE: Notice of Termination of Valley Marine Mart Lease

City staff has been evaluating parking needs in conjunction with the trestle trail and pending Loop the Little Lake project. Consideration is being given to creating parking for trail users on a portion of city property currently leased by Valley Marine Mart.

Section 5 of the attached Valley Marine Mart Lease provides for automatic renewal of the lease for a one year term commencing on July 1 except upon notice of termination given not less than 60 days prior to the date of automatic renewal.

I am hereby requesting authorization to send notice to Valley Marine Mart terminating the lease. If authorization is granted, staff will finalize parking plans for the site. The plans will be reviewed by the Plan Commission and Park Board and advanced to the Common Council for approval. Pending such approval it is my expectation that we would negotiate new lease terms with Valley Marine Mart for consideration by the Common Council

## VALLEY MARINE MART LEASE

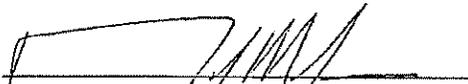
This lease is entered into between Valley Marine Mart, Inc., (hereafter referred to as "Valley Marine") as lessee, and the City of Menasha, a municipal corporation, (hereafter referred to as "City") as lessor. The terms of conditions of this lease are as follows:

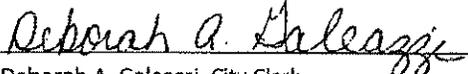
1. Valley Marine shall lease premises including the property described as follows: Commencing at the southeast corner of Lot 9, Block 11, of the Original Plat of Menasha, City of Menasha, Winnebago County, Wisconsin, thence southerly along a line parallel to the east line of said Lot 9, 50 feet to the south ROW line of the vacated section of Water Street described in Doc. #743218, Winnebago County R.O.D., the point of beginning, thence continuing southerly 68 feet, more or less, to the north bank of the US Government Canal, thence westerly along the north bank of the said canal to a point intersecting with the west ROW line of Barlow Street extended from and parallel to said ROW line, thence northerly 65 feet, more or less, to a point intersecting with the south ROW line of the said vacated segment of Water Street, thence easterly 230 feet more or less to the P.O.B. Said area containing 19,590 sq. ft., more or less.
2. Valley Marine shall maintain and keep the premises in reasonable condition, including but not limited to the shore wall and structures and cutting the grass.
3. Any boats parked on premises must be parked in a neat and orderly fashion and appearance.
4. No vehicles other than boats or boat trailers may be stored or parked on leased premises.
5. The initial lease term will be from March 1, 2012 to July 1, 2013. After the initial lease term, this lease will automatically renew for successive one year terms from July 1 to June 30 unless written notice is given by either party to the other party not less than 60 days prior to the annual renewal date.
6. Upon default of any provision of this lease by Valley Marine, such as the failure of Valley Marine to insure, to make any payments due, the filing of a petition, voluntarily or involuntarily in bankruptcy, or the failure of Valley Marine to comply with any terms of this lease or its installment payment agreement with the City, the City shall have the right to terminate the lease and to remove Valley Marine from the premises in addition to any other remedy available at law or in equity.
7. Annual rent from Valley Marine to the City will be \$1,000.00 with payment to be made on or before July 1 of each year.
8. Valley Marine shall indemnify and hold harmless the City of Menasha for all claims filed as a result of the use of leased premises by Valley Marine and shall file with the City of Menasha a Certificate of Insurance showing that Valley Marine has liability insurance in at least an amount of a \$1,000,000 umbrella.

It is understood that the leased premises are part of City-owned land that is currently being considered for a number of potential uses. The existence of this lease shall not be construed such that Valley Marine receives a prescriptive right nor any other right to the use of this property for the future other than by the terms of this lease.

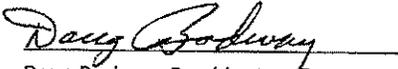
Dated at Menasha, Wisconsin this 2nd day of May, 2012

City of Menasha, by:

  
Donald Merkes, Mayor

  
Deborah A. Galeazzi, City Clerk

VALLEY MARINE MART, INC., by:

  
Doug Bodway, President

This document drafted by  
City Attorney Pamela A. Captain