



P.O. Box 352 • 150 S. Bridge St. • Markesan, WI 53946 • P: (920) 398-3031 • F: (920) 398-3991

## **PUBLIC PROPERTY & HEALTH COMMITTEE**

### **Markesan City Hall**

**April 5, 2022**

Immediately following Streets, Buildings & Utilities Committee Meeting

#### **AGENDA**

Call to Order

Roll Call

Citizen's Comments

Public Works Report

Old Business

- Discussion and Action on 650 N. Margaret Street Property Maintenance Violation Update
- Discussion and Action on the Placement of the Newly Repaired Cemetery Stones and Concern of the Alignment

New Business

- Discussion and Action on Land Lease with Dale Lohrey

Adjournment

A quorum of the Markesan Common Council may be in attendance at this meeting to gather information about a subject over which they have decision making responsibility. Under Wisconsin Open Meeting Law, this may constitute a meeting of the Common Council pursuant to the Badtke Decision, however, the Council will not take action at this meeting.

Any person requiring special assistance to participate in this meeting should contact the Clerk-Treasurer at 398-3031 at least 24 hours prior to the meeting so appropriate accommodations can be made.

Posted: Horicon Bank City Hall  
ERGO Bank Post Office  
[www.markesanwi.gov](http://www.markesanwi.gov)

Dated April 1, 2022  
Elizabeth Amend, Clerk-Treasurer

February 14, 2022

Miriam Wilsnack  
512 E. Thornhill Ln  
Palatine IL 60074

RE: 650 North Margaret Street Property Maintenance Update

Dear Miriam:

The City of Markesan's Public Property & Health committee met on February 3, 2022, and reviewed the status of the property listed above, per Tim Tripp's (City Building Inspector) observation letter. A motion was made in regards to your property located at 650 N. Margaret Street in Markesan.

After discussion and review, the motion was made to request the property owner to submit a plan of action for the spring of 2022, which should include contractors that have been contacted and/or plan to hire, quotes received and a timeline for the remaining repairs to be done in 2022. The Public Property committee and the Common Council would like this completed by April 1, 2022.

Please use the following format to update the Committee:

	<u>Contractor</u>	<u>Date</u>	<u>Repair</u>
Building #1 – Garage:			
Building #2 – Pole Shed:			
Building #3 – Wood Framed Building with Lean-to:			
Building #5 – Wood Framed Building			
Buildings #6,7,8 – Barn with Wooden Structures attached			
Building #9 – Wooden Framed Structure			
Building #11 – Small Metal Structure			
Main House –			
Corn Crib –			
Farm Machinery –			

The City appreciates your cooperation.

Sincerely,

Elizabeth Amend  
City Clerk-Treasurer



Betsy Amend <bamend@markesanwi.gov>

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## update April 2022 650 N Margaret St

1 message

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Connie Wilsnack <wilsnackc@yahoo.com>

Tue, Apr 5, 2022 at 12:20 PM

To: Betsy Amend <bamend@markesanwi.gov>, "E. Kazda" <ekjk6256@yahoo.com>

I asked that Tim not go on property without my presence.  
What can I do to update you so this is not always public?

Building 1 Paint myself Windows 1 quote from Buck Raith will get another and decide soon so can be done this summer

Building 2 Paint roof but not top priority, likely next year, then in future year sides

Building 3 Will work to replace siding that is missing and paint later this summer

Building 5 Will work with renter to remove bedding and then find team to remove roof so can be used for intended purpose

Building 6,7,8 Repair doors on feed room Mitchell Construction will give quote this week, would like 1 more quote April or May work to be done

Building 9 Repair door Mitchell Construction will give quote this week, would like 1 more quote May or June

Building 11 Paint house Mike's Handyman Contract signed 9/10/20 absolutely ridiculous this is not done, might need to take legal action

Foundation Hermanson's Masonry contacted last 2 years, will continue, but other property has to come first so it is livable, they have said they will do this so hopefully before fall

Corn Crib owned by renter, but they took 2 of ours, so to be determined

Machinery will be sold to two different dealers who have use for it April or May removal

Small metal shed repair door Mitchell will give quote this week, repair April or May, we will paint later in the summer

Jerry & Susan

**J. & S. Heuer**  
**Headstone Cleaning and Restoration**  
N9781 Cty Rd C Fox Lake, WI 53933  
920-210-3130

**Markesan Memorial Cemetery - Estimate**  
**Markesan, WI**

**Repair and cleaning of the first six headstones and two flat markers by West driveway, left side of driveway.**

First headstone - dig out and reset back about 2' - 3', clean, level dirt and seed.

Next five headstones - dig out bases, chip off the old concrete from the bottom of the headstones. Clean the headstones. Glue the top to the bottom. Wet set the headstones in a new base. Reset all five headstones from the existing place, back 2' - 3' in a straight line. Dig out two flat markers, raise, reset back 2' - 3', clean and reseed.

All headstones are set on two layers of two types of gravel with a fiber mesh between the gravel layers. Dirt is leveled around the area and seeded with grass seed.

Cost includes: trip, digging out, cleaning, glueing, wet set base, materials and labor.

Total Estimate: \$1,100 - \$1,300

**Thank you for your business.**  
**Jerry Heuer**

Pat Prill noted  
that this should  
be looked at  
in Spring before  
placing the stones  
back. Concern  
with 2'-3' being  
out of alignment

1/2  
1181.25  
1/2  
1181.25

## LEASE AGREEMENT

This agreement entered into between the City of Markesan of 150 South Bridge Street, Markesan, Wisconsin 53946, hereinafter referred to as the City and Duwayne Lohrey of N2254 Tichora Road, Markesan, WI 53946, hereinafter referred to as Lohrey.

1. The City, in consideration of the terms specified herein, leases to Lohrey approximately 17.5 acres of farmland to use for the growing of corn and soybeans, more specifically described as:

Parcel # 010-00056-0000 and that portion of Parcel # 010-00054-0000 highlighted in the attached Exhibit "A" all located in the Town of Mackford, Green Lake County, Wisconsin.

2. The term of the Lease shall be for three (3) years commencing on January 1, 2012 to December 31, 2014 and Lohrey shall surrender possession at the end of the term or at the end of any extension thereof. Extensions must be placed in writing on this lease, and both parties agree that failure to execute an extension at least one (1) month before the end of the current term shall be constructive notice of an intent to allow the lease to expire.
3. As rent or partial rent for the farmland, Lohrey agrees to pay the total sum of \$ 135.00 per acre per year with 50% of the total cash rent paid on April 1<sup>st</sup> and the remainder 50% of the total cash rent paid on November 1<sup>st</sup>.
4. Lohrey agrees to keep in good repair all terraces, open ditches, inlets and outlets of tile drains; preserve all established watercourses or ditches including grassed waterways and refrain from any operations or practices that will injure such structures; and do what is reasonably necessary to control soil erosion including, but not limited to abstaining from any practice that would cause damage to the real estate. Lohrey further agrees to remain in compliance with the conservation plan of the farmland.
5. The City does not convey to Lohrey the right to sublease all or any part of the demised premises, or to assign this lease to any person or persons, unless prior approval is obtained in writing from the City.
6. This agreement shall be subject to termination upon the occurrence of an event of default by Lohrey under the terms and conditions of this agreement. The agreement shall terminate in the event Lohrey fails to cure the default within 15 days of written notice from the City of such default. In such event, Lohrey shall immediately vacate the farmland.

7. Lohrey agrees to indemnify and hold harmless the City for any damage, injury or any cost or liability which may arise or occur from the use of the premises.
8. The contact person for any questions regarding this agreement for Lohrey shall be DuWayne Lohrey, address N2254 Tichora Road, Markesan, WI 53946, phone number 920-398-2063. The contact person for any questions regarding this agreement for the City shall be the City Clerk, Patricia Prill, 150 South Bridge Street, Markesan, WI 53946, phone number 920-398-3031.
9. Failure of either party to comply with any provision of this agreement is a breach of the agreement and the non-breaching party may immediately terminate this agreement and be entitled to any remedy permitted by law to enforce the breach.

Dated this 13th day of December, 2011.

CITY OF MARKESAN

BY: Rich Slate  
\*RICH SLATE, Mayor

BY: Patricia Prill  
\*PATRICIA PRILL, Clerk-Treasurer

BY: DuWayne Lohrey  
\*DUWAYNE LOHREY