



PUBLIC PROPERTY & HEALTH COMMITTEE

Markesan City Hall

May 5, 2022

Immediately following Streets, Buildings & Utilities Committee Meeting

AGENDA

Call to Order

Roll Call

Citizen's Comments

Public Works Report

- Update on New Garage Maintenance

Old Business

- Discussion and Action on Land Lease with Dale Lohrey
- Discussion and Action on 650 N. Margaret Street Property Maintenance Violation Update

Closed Session: Land Acquisition

The Common Council may, by roll call vote, convene in Closed Session, pursuant to Wis. Stats. 19.85(1)(e) for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, after which they may reconvene in Open Session pursuant to Wis. Stats. 19.85(2).

New Business

- Discussion and Action on Scout Cabin Renovation
- Discussion and Action of Daycare Playground Maintenance
- Discussion and Action on Cemetery Tree Maintenance
- Discussion and Action on the Placement of the Newly Repaired Cemetery Stones and Concern of the Alignment – Cemetery Visit

Adjournment

The committee will reconvene at the Markesan Cemetery to discuss the placement of the repaired stones, after which they will immediately adjourn and take no action.

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.

LAND 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 Dale 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, 2022 to December 31, 2024 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 intent to allow the lease to expire.
3. As rent or partial rent for the farmland, Lohrey agrees to pay the total sum of \$ 200.00 per acre per year with 50% of the total cash rent paid on April 1st and the remainder 50% of the total cash rent paid on November 1st.
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 Dale 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, Betsy Amend, 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 ____ day of _____, 2022.

CITY OF MARKESAN

BY: _____
Rich Slate, Mayor

BY: _____
Elizabeth Amend, Clerk-Treasurer

BY: _____
Dale Lohrey

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 Young Stars Childcare, LLC and Allie Henke of W1794 Puchyan Rd. Berlin, Wisconsin 54923, hereinafter referred to as Henke.

The parties agree as follows:

1. The City agrees to allow Henke to use the West Wing of the lower level of the Municipal Building (located at 150 South Bridge Street, Markesan) for use as a commercial daycare center.
2. The City will be responsible for all utilities for said rooms, except telephone and internet service.
3. The term of the Lease shall be for one (1) year commencing on February 1, 2022 and shall automatically be extended for (4) four additional (1) one year terms unless Lessee or Lessor terminates it at the end of the then current term by giving the other party notice of the intent to terminate or adjust at least sixty (60) days prior to the end of the then current term. The monthly rent shall be \$1,000.00 and shall be due on the first day of each month.
4. Henke shall pay a \$1,000.00 security deposit which is equal to one month's rent before February 1, 2021.
5. Henke shall provide proof of liability insurance to the City in the amount of \$1,000,000 per occurrence and \$300,000 for damage to rented premises per each occurrence, and also Henke shall provide proof of personal property insurance on the contents in said area.
6. This agreement shall be subject to termination upon the occurrence of an event of default by Henke under the terms and conditions of this agreement. The agreement shall terminate in the event Henke fails to cure its default within 15 days of written notice from the City of such default. In such event, Henke shall immediately vacate this site.
7. Upon the termination of this agreement for whatever reason, Henke must return the site back to the condition it was prior to entering into said

agreement. Any remodeling done to the area shall be the responsibility of Henke and shall be property of the City.

8. Henke agrees to indemnify and hold harmless the City for any damage, injury, or any cost of liability which may arise or occur from the use of this site.
9. The contact person for any questions regarding this agreement for Henke shall be Allie Henke, address W1794 Puchyan Rd., Berlin, Wisconsin 54923, phone number 920-369-0204. The contact person for any questions regarding this agreement for the City shall be the City Clerk, Betsy Amend, 150 S. Bridge Street, Markesan, Wisconsin 53946, phone number 920-398-3031.
10. This agreement shall not be assigned by Henke without the written permission of the City.
11. City personnel may enter the site but in no way shall tamper with or interfere with Henke's operations.
12. 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.
13. The City shall reassess this lease each year for rent and utility costs.

Dated this 1st day of December, 2021.

CITY OF MARKESAN

BY: _____
Rich Slate, Mayor

BY: _____
Elizabeth Amend, Clerk-Treasurer

HENKE

BY: _____
Allie Henke

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