

3-8-19 pubprobmin Draft _____ 2
LVM Road Distances Manor Dr and Field Road _____ 4
CSM - Lakeview - Preliminary 4.11.19 _____ 5
COUNTY PROPERTY ROAD AGREEMENT (v 2) _____ 6

**WAUPACA COUNTY PUBLIC PROPERTY COMMITTEE
MINUTES – March 8, 2019**

Chr. Johnson called the meeting to order at 9:00 a.m. and gave the open meeting statement.

Roll call. Chair Johnson, Supr. Boyer, Much, Spierings and Zaug. A quorum was established. Others present: Ron Hansen, Jill Lodewegen, Diane Meulemans, Heidi Dombrowski, Tom Wanserski, Terrie Tews, and Brian Haase.

Review and Approve Agenda. Motion: Supr. Zaug moved and Supr. Much seconded the motion to approve the agenda. The motion carried without a negative vote.

Previous Meeting Minutes. Motion: Supr. Spierings moved and Supr. Boyer seconded the motion to approve the previous meeting minutes. The motion carried without a negative vote.

Public Comment. None

Corporation Counsel Meulemans requested permission to place a memorial bench for Delyse Nelson on 3rd floor that would be made to match the woodwork in the area. The bench would be purchased with funds that were collected from staff on that floor and is the wish of her family. Delyse worked for Waupaca County just short of 39 years before her passing. **Motion:** Supr. Boyer moved and Supr. Much seconded the motion to approve placing a memorial bench on 3rd floor in Delyse Nelson's name. Motion carried without a negative vote.

Corporation Counsel Meulemans and Clerk of Courts Tews briefed the committee on a security incident in Branch 3 courtroom during a child support hearing. Although two officers were in the courtroom at the time, safety and security were a concern of staff. After the incident, maintenance worked with the Communications Center to verify the panic buttons on third floor were in good working order and correctly identified. To address what additional security measures may be provided in the courthouse, the committee suggested that Diane, Terrie and Ron work with Sheriff Wilz and the Judges to come up with suggestions and report back to the committee.

Finance Director Heidi Dombrowski requested approval for dividing an existing room into an office and conference room at an estimated cost of \$4,763 and constructing a wall behind the counter in the purchasing area of the Finance Department at an estimated cost of \$2,384. She noted that if both projects are approved, she would need to go out to bid as a Class One and request contingency funding transfer from the Finance Committee. **Motion:** Supr. Zaug moved and Supr. Spierings seconded the motion to approve both projects pending Finance Committee approval. Motion carried without a negative vote.

Maintenance Updates: Maintenance Director Ron Hansen introduced his new employee Tom Wanserski to the committee. He then gave an update on a frozen pipe at Lakeview Manor. The pipe was repaired, but damages done to the drywall will be left unfixed.

He also requested permission for his staff to paint the lower level hallways and some rooms due to them being scuffed up and showed the paint color. **Motion:** Supr. Boyer moved and Supr. Much seconded to approve painting in the lower level. Motion carried without a negative vote.

He concluded with letting the committee know that the LED lights for the County Board room had all been purchased with the final lights being installed in the back of the room soon.

Lakeview Manor: Diane Meulemans reported that she is working with the DOT to resolve the wetland mitigation boundary area by the County to transfer the wetland area to the DOT by Quit Claim Deed. Diane reports she supports this action by the County and is waiting for confirmation that DOT will accept the property. As the committee previously approved Carow Land Surveying to survey the land that would be sold with the building, a request was made to expand the scope of services from Carow to include a survey of the wetland mitigation boundary as a legal description would be necessary for the Quit Claim Deed. **Motion:** Supr. Zaug moved and Supr. Much seconded that Carow Land Surveying survey the wetland mitigation area while working on the survey for the building sale. Motion carried without a negative vote.

Diane also informed the committee that she is working on the road maintenance agreement for the LVM Ag Lease tenant Jonely Farms. She is asking the Highway Department to do an assessment on the roads and will come back to the committee with a draft of the agreement so that the committee can discuss what they feel the cost share, if any, should be.

Next meeting date is tentatively set for Friday April 12, 2019.

Motion: Supr. Much moved and Supr. Zaug seconded the motion to adjourn at 10:10 a.m.

Jill Lodewegen
Waupaca County Clerk

These minutes will be posted to the website prior to approval from the committee and are considered to be in draft form until approved at the next scheduled meeting.

OWNERS OF RECORD
WAUPACA COUNTY LAKEVIEW
MANOR

UNPLATTED LANDS
BRET D. LONG

UNPLATTED LANDS
DONALD W. & CYNTHIA
LONG REV TRUST

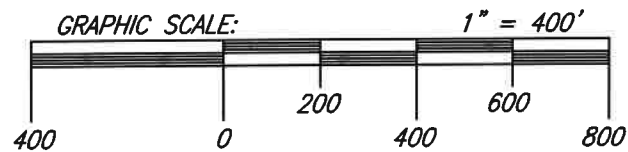
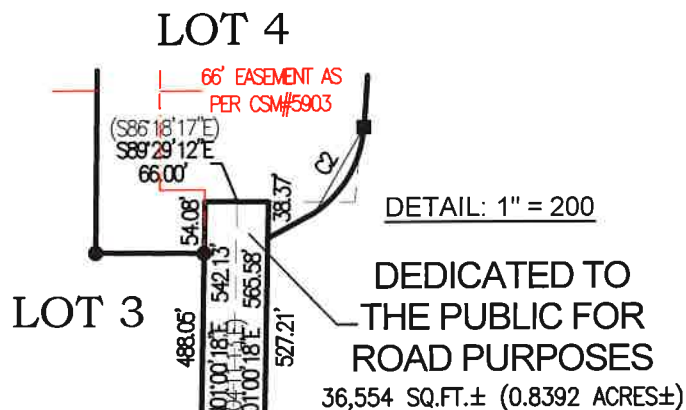
UNPLATTED LANDS
LAKEVIEW MANOR WAUPACA COUNTY

UNPLATTED LANDS
LAKEVIEW MANOR WAUPACA COUNTY

EAST 1/4 CORNER
SECTION 32-22-13

LEGEND:

- = 3/4" X 18" IRON REBAR SET, WEIGHING 1.502 LBS. PER LIN. FT.
- ⊙ = 3/4" IRON REBAR FOUND
- ⊠ = 4" I.D. IRON PIPE IN CONCRETE FOUND
- ⊕ = IRON PIPE FOUND
- = MAG NAIL SET
- ⊗ = COUNTY MONUMENT
- ⊙ = HARRISON MONUMENT FOUND
- () = RECORDED AS



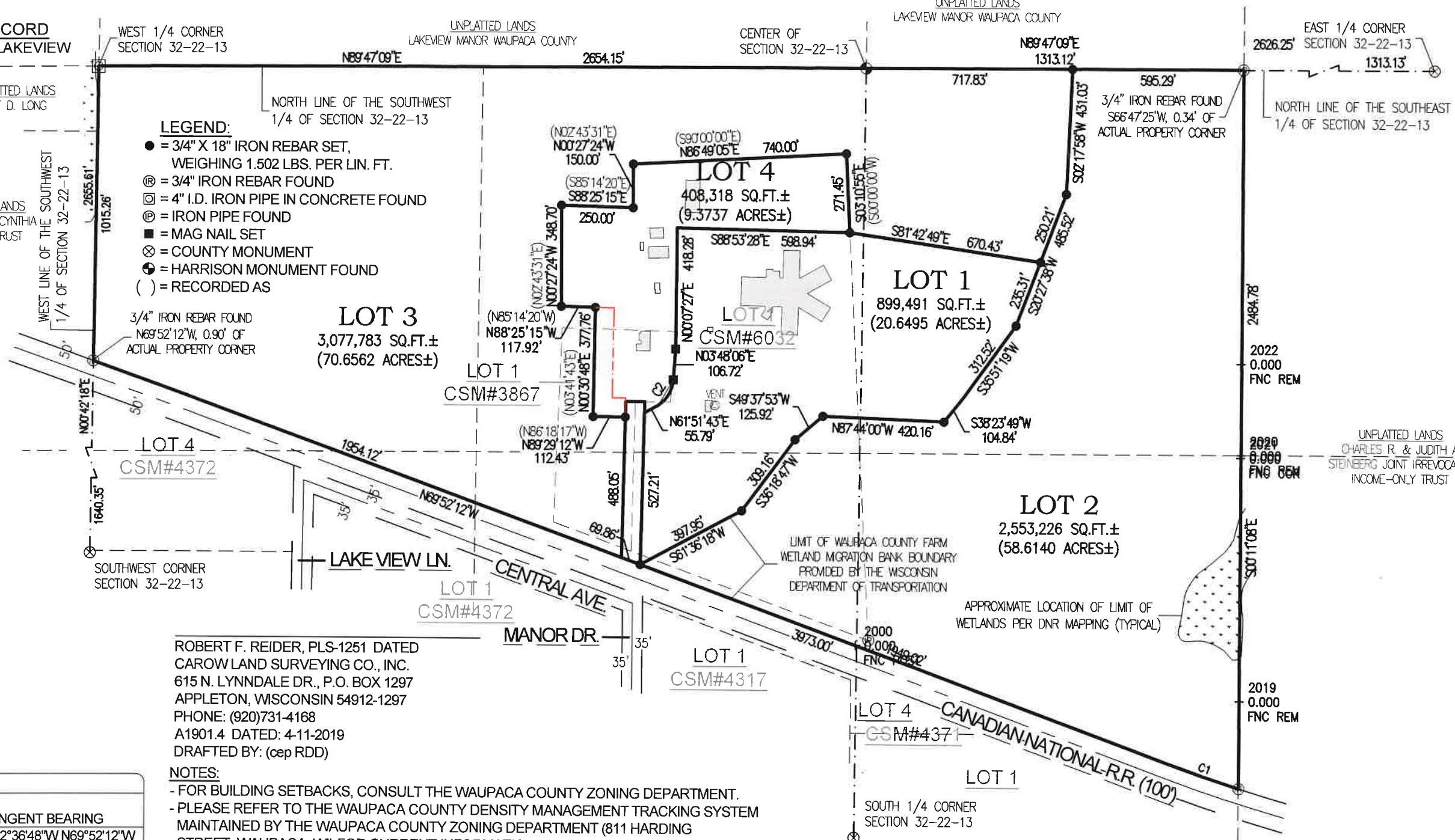
NORTH IS REFERENCED TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 13 EAST, CITY OF WEYAUWEGA, WAUPACA COUNTY, WISCONSIN, WHICH BEARS N00°42'18"E PER THE WISCONSIN COUNTY COORDINATE SYSTEM (WAUPACA COUNTY)

CURVE TABLE:						
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT BEARING
C1	5679.58	02°44'36"	271.95	N71°14'30"W	271.92	N72°36'48"W N69°52'12"W
C2	115.87	52°33'55"	106.31	N29°34'47.5"E	102.62	N55°51'45"E N03°17'50"E

ROBERT F. REIDER, PLS-1251 DATED CAROW LAND SURVEYING CO., INC. 615 N. LYNNDAL DR., P.O. BOX 1297 APPLETON, WISCONSIN 54912-1297 PHONE: (920)731-4168 A1901.4 DATED: 4-11-2019 DRAFTED BY: (cep RDD)

NOTES:

- FOR BUILDING SETBACKS, CONSULT THE WAUPACA COUNTY ZONING DEPARTMENT.
- PLEASE REFER TO THE WAUPACA COUNTY DENSITY MANAGEMENT TRACKING SYSTEM MAINTAINED BY THE WAUPACA COUNTY ZONING DEPARTMENT (811 HARDING STREET, WAUPACA, WI) FOR CURRENT INFORMATION ON AVAILABLE RESIDENTIAL DEVELOPMENT RIGHTS ON THIS/THESE PARCELS.



CERTIFIED SURVEY MAP NO. _____

City of Weyauwega & Town of Royalton

COUNTY PROPERTY ROAD AGREEMENT

Jonely Farms, by owner/operator Scott Jonely, herein after referred to as "User," and Waupaca County, a body corporate, herein after referred to as "County," recognize it is in their mutual best interest to enter into the following agreement, and:

Whereas, User desires to use the private County Roadway located on the county-owned Lakeview Manor property and the agricultural acreage leased by User; herein after referred to as "Roads;" and

Whereas, the parties recognize the Roads were not designed for and will not withstand heavy truck traffic and overweight vehicles used in agricultural, including but not limited to implements of husbandry used for crop harvest and distribution of animal waste in accordance with Nutrient Management Plan compliance; and

Whereas, the Roads to be used are described as "Exhibit A" attached to this Agreement; and

Whereas, as a condition of the use of the Roads, the County is requiring the User to execute this agreement to obligate the User to maintain the Roads, in the same or better condition the Roads have prior to the commencement of the User's lease.

Now, therefore, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. PRE-USE INSPECTION / PRIOR CONDITIONS OF ROADS
 - a. County will photograph and write a description of the pre-existing condition of the Roads, as set forth in Exhibit A, through its Highway Department field operations crew.
 - b. User may send a representative to review the Roads with the County Highway staff.
 - c. The photos and written description will be considered the Road Condition Report.
 - d. The County will deliver to User the Road Condition Report to User prior to any user of the Roads by User a motor vehicle or other equipment weighing more than five (5) tons.
 - e. If User disagrees with the Road Condition Report, the parties shall promptly meet to confer and attempt to reach an agreement as to the current conditions of the Roads.
2. PRE-USE ROAD IMPROVEMENTS
 - a. Prior to User's activities on the Roads and after review of the Road Condition Report, the parties must determine if any improvements need to be made prior to use of the Roads.
 - b. The parties agree that any improvements to the Roads shall apply to all applicable engineering standards.
 - c. COST allocation?
3. MID-LEASE TERM IMPROVEMENTS and SUSPENSION OF USE
 - a. If County Highway field operations staff determine that the Roads are in need of emergency repairs for safe travel, written notice will be provided to User outlining the

emergency condition and specifying the repairs necessary to return the Roads to safe status.

- b. User shall commence and complete repairs as specified within seventy two (72) hours of the date of the notice. User may seek an extension of these timeframes by making a written request to the Highway Commissioner. The extension decision is at the sole discretion of the Highway Commissioner.
- c. Spring road weight limits are applicable to the Roads.
- d. If User intends vehicles exceeding spring road weight limits travel on the Roads during posted times, an overload permit will be required.

4. UPON COMPLETION OF LEASE

- a. Upon termination of lease, either by an early termination in accordance with terms of the lease, or at the conclusion of the lease term, County Highway field operations will inspect the Roads for damage.
- b. Highway Operations will provide a list of damages to User and direct repair with specifications, materials, and measurements to be complied with to complete the repairs of the damaged roadways.
- c. User shall make the necessary repairs based on County recommendations. User will notify County of the date(s) of the repair and the name on the contractor completing the work.
- d. User shall provide County with notice of completion and proof of payment for the work performed.
- e. Upon receipt of completion notice, County will have thirty (30) days to accept or reject the above work. If work is rejected, User will make the necessary repairs as identified in the rejection notice.
- f. Parties agree that in the event the lease is terminated during a weather season where road repair cannot be completed, the necessary repairs will be conducted by Waupaca County Highway Department or an agreed upon contractor when weather permits road construction, including in the spring after the lease terminates.
- g. **COST ALLOCATION** User will be liable for payment of the repairs completed by the County Highway Department or the contractor.

5. EQUIPMENT

The provisions of this agreement shall apply not only to User's tractors, trailers, haulers but also any other equipment used by the User, its agents, employees or assigns, conducting agricultural activities on the leased property.

6. FAILURE TO RESTORE

- a. If User fails to repair any damage to the County Roadway, the County may request in writing that User perform the repair.
- b. If User fails to commence repairs or negotiate an extension of the repair timeframe with County, then the County shall make the necessary repairs and invoice User for the costs incurred in connection with repairs. User shall pay such invoiced amounts within 30 days following receipt of invoice. **COST ALLOCATION**

7. TERM

The term of this Agreement shall coincide with the term of the User's Agricultural Lease executed by County and User in **January xx 2019**.

8. NOTICES

- a. All notices, requests, demands and other communications required or permitted to be given the Parties under this Agreement shall be in writing and shall be delivered in person, by US mail, or by email to the contact information below:

To the County:

Jill Lodewegen, County Clerk

811 Harding Street

Waupaca, WI 54981

Email: jill.lodewegen@co.waupaca.wi.us

To User:

Jonely Farms, c/o Scott Jonely

- b. If the above information changes, the Party shall provide the updated information in writing to the other party within ten (10) business days of the change.

9. BINDING

- a. This agreement shall be binding upon the parties hereto, their heirs, executors, successors and assigns.
- b. User shall not assign its interest, or any portion thereof, in this Agreement to any third party without prior written consent of County.

10. RIGHTS and WAIVERS

The failure of any Party to exercise any right under this Agreement shall not be deemed a waiver thereof; nor shall a waiver by a Party of any provisions hereof be deemed a waiver of any future compliance herein and such provisions shall remain in full force and effect.

11. AMENDMENTS

- a. This Agreement shall constitute the complete and entire agreement between the Parties with respect to this subject matter.
- b. No prior statement or agreement, oral or written, shall vary or modify the written terms contained herein.
- c. The Agreement may be amended only by written agreement signed by the Parties.

12. SEVERABILITY

In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

13. INDEPENDENT CONTRACTOR

- a. User shall have the status of an independent contractor and shall not be considered in any fashion the County's employee, agent or representative.

