

CITY OF PRESCOTT

PARKS & PUBLIC PROPERTY COMMITTEE

MONDAY, AUGUST 10, 2020

5:00 P.M.

PHONE 1 (571) 317-3122

ACCESS CODE: 131-120-269

PRESCOTT, WI 54021

www.prescottwi.org

1. Call to Order
2. Roll Call
3. Approve minutes for July 27, 2020
4. Riverfront update
5. Compost Site Farm Lease
6. Other Business
7. Adjourn

NOTICE

**ACCESS TO THE MUNICIPAL BUILDING FOR THE DISABLED IS
AVAILABLE AT THE MAIN ENTRANCE.
ALL THOSE WITH SPECIAL NEEDS SHOULD CALL CITY HALL OFFICES
(715-262-5544) IF ASSISTANCE IS REQUIRED**

CITY OF PRESCOTT, WISCONSIN
JULY 27, 2020 PARKS AND PUBLIC PROPERTY COMMITTEE MEETING MINUTES

Pursuant to due call and notice thereof, a meeting of the Parks and Public Property Committee was held, Monday, July 27, 2020, Municipal Building, 800 Borner Street, Prescott, WI 54021.

Call to Order: Alderperson Ruona called the meeting to order at 5:00 pm. Members present were Tom Oss and Rob Daugherty. City Administrator Jayne Brand represented staff.

Ruona/Daugherty motion to approve minutes for May 27, 2020 passed without a negative voice vote.

The committee reviewed a request from the Historical Society for a grant in the amount of \$2,000 to \$3,000 for repair of the roof. The consensus of the committee is to make a grant in the amount of \$2,000 and would like a commitment to the transfer of the building by August 14, 2020.

Leo's Landing has added some fill on the riverside of the railroad bridge underpass. The fill appears to be either on city lease property or railroad property. The DNR has been notified regarding the fill. The response the DNR received from Leo's Landing is they have no jurisdiction over the property. The DNR has informed the city they do have authority over the property and the fill and that no permits were acquired to place the fill. It appears there is erosion happening from the fill. City staff has been directed to work with the DNR to determine if the fill needs to be removed.

Point St. Croix Marina has place a gazebo below the ordinary high watermark. The gazebo never had any building permit pulled or land use since the area is below the ordinary high watermark. The DNR has been notified regarding this issue. City staff has been directed to work with the DNR in regards to this issue.

Alderperson Ruona discussed with the committee that Freedom Park Director Israel Haas has made contacts with a number of the land owners from Magee Park to the High School. They would like to look at establishing bike and walking trails. Israel has also made a request to have a bike repair system like the one behind the Welcome & Heritage Center.

Oss/Daugherty motion to adjourn passed without a negative voice vote.

Respectfully Submitted,

Jayne M. Brand
City Administrator

City of Prescott Farm Land Lease of the City's Compost Site

Prescott, Wisconsin
For January 1, 2019 to December 31, 2020

This contract, entered into the 24th day of September 2018, by and between the City of Prescott, a Wisconsin municipal corporation, hereinafter called the "City" and Gerald and Jeffrey Kosin, hereinafter called the "Lessee".

Term: The term of the lease is for two years commencing on the 1st day of January, 2019 and ending on the 31st day of December 2020.

Payment of Rent: For the occupancy and use of the real estate, the lessee will pay the City \$11,124. no later than January 31, 2019 & January 31, 2020.

Land: The City will lease approximately 120 acres located on 620th Avenue in the Town of Oak Grove, Wisconsin. The City's compost site is located on 10 of the 120 acres. The land consists of the following properties:

1. parcel 0200-101-20800
2. parcel 0200-101-20300
3. parcel 0200-101-30100
4. parcel 0200-101-20200

Terms:

1. **Husbandry:** The lessee shall operate the farm in an efficient and husband-like way, and will do plowing, seeding, cultivating and harvesting in a manner calculated to preserve or conserve the lessor's property, and shall practice approved methods of crop rotation of hay, small grains, and row crops. The lessee shall (1) practice weed control by mowing permanent pastures, ravines, waterways, (2) repair waterways and ravines due to erosion, and (3) remove rock. The city shall be notified of and shall approve any alteration to the property prior to the commencement of said alteration.

2. **Cropping practices:** The lessee will not without consent of the lessor do any of the following:
 - (a) cut live trees for sale or personal use
 - (b) allow livestock other than his own on the property
3. **Waste:** lessor shall not dump waste on or damage the property described above and shall use due care to prevent others from doing so.
4. **Conservation Practices:** the lessee shall control soil erosion as completely as practicable by strip cropping and contouring, and by filling in or otherwise controlling small washes or ditches that may form and shall refrain from any practices that may contribute to soil erosion. The lessee shall maintain present waterways which must be clipped twice a year.
5. **Improvements:** Minor improvements of a temporary nature, including fencing belonging to lessee, which do not mark the condition or appearance of the property, may be made by the lessee at his own expense. The lessee may at any time during the term of the lease, and up until the 1st day of April in the year following the expiration of this lease, remove such improvements, provided he leaves in good condition that part of the property from which said improvements are removed. Any property of the lessee's remaining on the land after such time shall become property of the lessor or as agreed by the present and former lessee and approved by the lessor.
6. **Residue of crops:** At the expiration of this lease, the residue of any and all crops remaining on the land herein described shall become the property of the lessor, including any unharvested crops and the residue of any unharvested crops.
7. **Surrender:** The lessee agrees to peaceably surrender possession and occupancy of the premises at the termination of this lease, leaving the premises in as good of a condition as he found the premises at the beginning of the lease with reasonable allowance being made for wear and depreciation.
8. **Right of Entry** - The City reserves the right for their employees or their assigns to enter the land at any reasonable time for purposes of: (a) consultation with the tenant; or (b) making repairs, improvements, and inspection.

9. **Transfer of Farm** - If the City should sell or otherwise transfer title to the land, the City will do so subject to the provisions of this lease.

10. **No Right to Sublease** - The City does not convey to the lessee the right to lease or sublease any part of the land or to assign the lease to any person or persons, unless prior approval is obtained from the City.

11. **Termination of contract.** The lease agreement may be terminated by mutual agreement in writing. If either party neglects or refuses to carry out any material provisions, the other party shall have the right, in addition to compensation for damages, to terminate the lease. The party shall do so by written notice on the party at fault, specifying the violations of the agreement. If violations are not corrected within 30 days, the lease shall be terminated. It is further agreed that this lease shall terminate automatically at the date set for termination without notice to either party.

12. **Nonpartnership agreement.** This lease does not give rise to a partnership. Neither party shall have authority to bind the other without his/her written consent.

13. **Liability, Insurance and Taxes.** The lessor shall be liable for all insurance on equipment or personal property belonging to the lessor situation on the property.

14. **State of Wisconsin.** This lease agreement shall be construed in accordance with the laws of the State of Wisconsin.

Signed:

Gerald Kosin, Lessee

Date

Jeffrey Kosin, Lessee

Date

David Hovel, Mayor

Date