

*****ATTACHMENTS*****

~~A~~

7.3

Gen. Ord. No. 28 - 20 - 21. By Alderpersons Dekker and Sorenson.
December 7, 2020.

AN ORDINANCE re-establishing the bulkhead line along the north side of the Sheboygan River in the City of Sheboygan.

WHEREAS, historical records related to the Lake Michigan shore line are entirely inconsistent related to location of the line demarking the dry land jurisdiction from land within the historic lake bed, for the purpose of separating jurisdictions related to construction and riparian activities; and

WHEREAS, re-establishing a bulkhead line along the Lake Michigan shoreline, pursuant to Wis. Stats. § 30.11(3) is in the public interest for the purpose of protecting public interest in preserving the shoreline and infrastructure along the shoreline given the anticipated historic rise in lake levels and the need to clarify regulatory interests related to the public trust doctrine.

THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. The Common Council hereby re-establishes in the public interest the bulkhead line along a portion of the Sheboygan River in the City of Sheboygan, more particularly described below and shown upon the attached map, which is attached and incorporated to this ordinance by reference:

A SIX-FOOT-WIDE ACCESS EASEMENT PARALLEL AND PERPENDICULAR TO THE FOLLOWING DESCRIBED ALIGNMENT IN GOVERNMENT LOT 4, SECTION 23, TOWNSHIP 15 NORTH, RANGE 23 EAST, LYING AND BEING IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 23; TOWNSHIP 15 NORTH, RANGE 23 EAST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 SECTION, N 00°19'50" W, 787.66 FEET; THENCE N 89°40'10" E, 73.64 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING 788.07 FEET NORTH OF AND 69.09 FEET EAST OF SAID SOUTHWEST CORNER; THENCE S 89°55'08" E, 32.55 FEET; THENCE N 45°22'47" E, 4.01 FEET; THENCE N 00°07'35" E, 33.51 FEET; THENCE N 48°57'39" E, 254.67 FEET; THENCE 89°53'50" E, 230.83 FEET; THENCE 63.94 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 20.28 FEET AND A CHORD BEARING AND DISTANCE OF S 87°50'57" E, 40.56 FEET; THENCE S 89°36'02" E, 729.51 FEET TO THE END OF THIS ALIGNMENT, SAID POINT BEING 985.36 FEET NORTH OF AND 1297.51 FEET EAST OF SAID SOUTHWEST CORNER.

PW

Section 2. That four certified copies of this ordinance, together with four true and correct copies of a map of such proposed bulkhead line (copies of which are attached to this ordinance by reference) shall be submitted to the State of Wisconsin Department of Natural Resources for its approval.

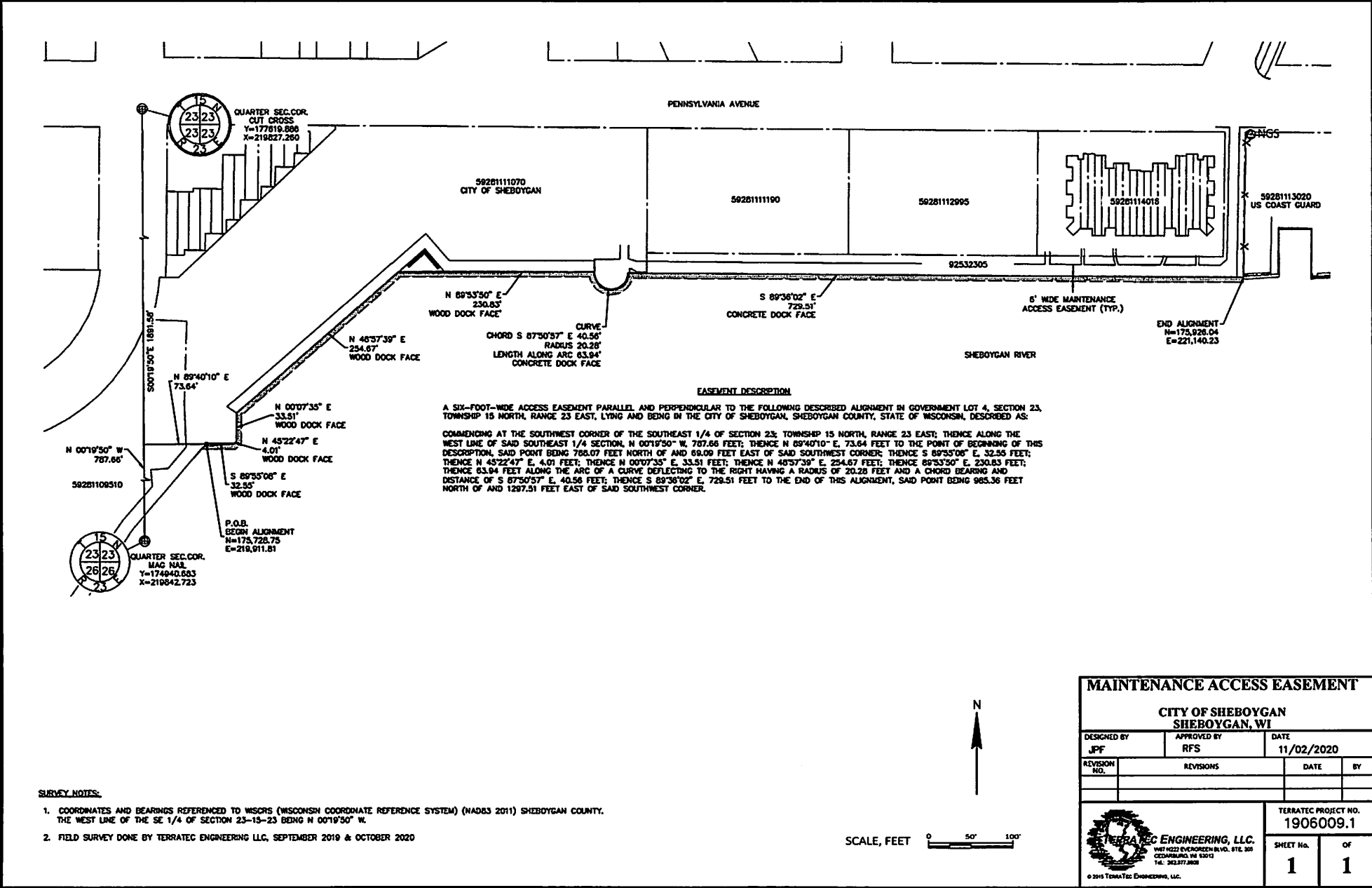
Section 3. This ordinance shall be effective upon passage and publication, and approval by the State of Wisconsin Department of Natural Resources.

Section 4. Upon approval by the Wisconsin Department of Natural Resources, the City Clerk shall deliver the map and this ordinance to the office of the Sheboygan County Register of Deeds for recording, and shall submit a copy of the map and this ordinance to be filed in the office of the Sheboygan County Clerk and with the office of the Department of Natural Resources, and shall include the map and the ordinance as part of section 1-4 of the supplement to the Municipal Code kept on file in the City Clerk's office pursuant to section 1-3 of the Code.

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



EASEMENT DESCRIPTION

A SIX-FOOT-WIDE ACCESS EASEMENT PARALLEL AND PERPENDICULAR TO THE FOLLOWING DESCRIBED ALIGNMENT IN GOVERNMENT LOT 4, SECTION 23, TOWNSHIP 15 NORTH, RANGE 23 EAST, LYING AND BEING IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN, DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 23; TOWNSHIP 15 NORTH, RANGE 23 EAST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 SECTION, N 00°19'50" W, 787.66 FEET; THENCE N 89°40'10" E, 73.64 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING 788.07 FEET NORTH OF AND 69.09 FEET EAST OF SAID SOUTHWEST CORNER; THENCE S 89°55'06" E, 32.55 FEET; THENCE N 45°22'47" E, 4.01 FEET; THENCE N 00°07'35" E, 33.51 FEET; THENCE N 48°57'39" E, 254.67 FEET; THENCE S 89°53'50" E, 230.83 FEET; THENCE 63.94 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 20.28 FEET AND A CHORD BEARING AND DISTANCE OF S 87°50'57" E, 40.56 FEET; THENCE S 89°36'02" E, 729.51 FEET TO THE END OF THIS ALIGNMENT, SAID POINT BEING 965.36 FEET NORTH OF AND 1287.51 FEET EAST OF SAID SOUTHWEST CORNER.

- SURVEY NOTES:**
- COORDINATES AND BEARINGS REFERENCED TO WISCONS (WISCONSIN COORDINATE REFERENCE SYSTEM) (NAD83 2011) SHEBOYGAN COUNTY. THE WEST LINE OF THE SE 1/4 OF SECTION 23-15-23 BEING N 00°19'50" W.
 - FIELD SURVEY DONE BY TERRATEC ENGINEERING LLC, SEPTEMBER 2019 & OCTOBER 2020

MAINTENANCE ACCESS EASEMENT			
CITY OF SHEBOYGAN SHEBOYGAN, WI			
DESIGNED BY JPF	APPROVED BY RFS	DATE 11/02/2020	
REVISION NO.	REVISIONS	DATE	BY
		TERRATEC PROJECT NO. 1906009.1	
		SHEET No.	OF
		1	1

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Ordinance re-establishing the bulkhead line along the north side of the Sheboygan River in the City of Sheboygan.

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: January 6, 2021

MEETING DATE: January 12, 2021

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budget Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: The Common Council has approved two prior versions of the bulkhead ordinance along Broughton Drive, the Marina, and the Sheboygan River. Both of those versions were shared with the Wisconsin Department of Natural Resources (DNR). Based on conversations with DNR, it was determined that the areas along the lakeshore are already in public trust, and establishing a bulkhead in this area is not necessary. The DNR recommended we establish a bulkhead line along the Sheboygan River because in the future, should we need to maintain the sheet pile wall, we would not need to obtain DNR permission.

Therefore, City staff had our consultant Terra Tech legally describe a six-foot offset line along the north wall of the Sheboygan River.

STAFF COMMENTS: None

ACTION REQUESTED: Motion to recommend to the Common Council adopt Gen. Ord. 28-20-21 re-establishing the bulkhead line along the north side of the Sheboygan River in the City of Sheboygan.

ATTACHMENTS:

- I. G.O. No. 28-20-21

I

6.2

Gen. Ord. No. 30 - 20 - 21. By Alderpersons Dekker and Sorenson
December 21, 2020.

AN ORDINANCE creating a no parking zone on the east side of Riverfront Drive south of Pennsylvania Avenue.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the east side of Riverfront Drive from the south curb line of Pennsylvania Avenue to 160 feet south of the south curb line of Pennsylvania Avenue is hereby added to the list of locations where parking is not permitted.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

PW

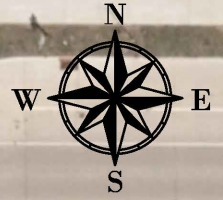
Dean Dekker

Steve Sorenson

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



PENNSYLVANIA AVE.

RIVERFRONT DR.

NO PARKING AREA



CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Ordinance creating a no parking zone on the east side of Riverfront Drive south of Pennsylvania Avenue.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: December 23, 2020

MEETING DATE: January 12, 2021

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budget Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: There is currently a “No Parking Here to Corner” on this section of Riverfront Drive. The residents at 525 Pennsylvania Avenue have requested to have the “No Parking Here to Corner” extended to their driveway entrance this would add an additional 30 feet to this parking restriction. This section of Riverfront Drive is quite busy and there is a significant elevation difference from Pennsylvania Avenue causing sight distance issues.

STAFF COMMENTS: The Department of Public Works reviewed this request and supports it.

ACTION REQUESTED: Motion to recommend the Common Council adopt Gen. Ord. No. 30-20-21 creating a no parking zone on the east side of Riverfront Drive south of Pennsylvania Avenue.

ATTACHMENTS:

- I. G.O. No. 30-20-21
- II. Riverfront Drive Map

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: An Ordinance amending Section 74-42 of the Municipal Code to allow the waiver of parks rental fees in certain circumstances.

REPORT PREPARED BY: Joseph L. Kerlin, Superintendent of Parks and Forestry

REPORT DATE: January 6, 2021

MEETING DATE: January 12, 2021

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budget Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: 74-42

BACKGROUND / ANALYSIS: Currently, section 74-42 of the Municipal Code entitled “use of the park by permit” list all park rental areas and fees for a permit. After much discussion over a request to waive rental fees for a new non-profit celebration, known as “Juneteenth Day Celebration,” it was decided to amend the current ordinance to allow the Director of Public Works the ability to waive or reduce the park rental fees upon written request that is submitted at least thirty days before the park rental, and meets the following conditions:

1. Is holding an event open to the general public without an admission fee.
2. Is not using the park rental as a fundraiser.
3. Has provided good cause as to the financial hardship that would be caused by requiring the payment of the applicable full park rental fee.
4. Has established why the event benefits the City of Sheboygan and its citizens such that the park rental fee - which is set in a manner to reflect the costs incurred by the City as a result of the rental – should not be charged for the park rental.
5. The event does not significantly impact the city departments, services, operations, or activities.
6. The event is the first event held by the non-profit entity in the City of Sheboygan.

If the Director of Public Works denies the waiver request, the entity may submit a written request within seven calendar days of the date denied to appeal the decision to the Public Works Committee, which shall consider the appeal as soon as it is practicable.

STAFF COMMENTS: After much discussion during past Public Works Committee meetings concerning the request to waive fees for a new Juneteenth Day Celebration, the staff is in favor of the amendment giving the department flexibility with the Juneteenth request and future requests without having to go to City Council. The current ordinance does not allow approval of a request such as this without an ordinance change.

ACTION REQUESTED: Motion to recommend the Common Council adopt Gen. Ord. 31-20-21 amending Section 74-42 of the Municipal Code to allow the waiver of parks rental fees in certain circumstances.

ATTACHMENTS:

- I. G.O. No. 31-20-21
- II. Sec. 74-42.-Use of Park by Permit

Sec. 74-42. - Use of park by permit.

- (a) *[Requirement for rental use.]* The department of public works may grant the use of an entire park or any portion thereof to groups or organizations for the purpose of annual celebrations or special events upon payment of the amount set forth in subsection 74-42(b). All city park rules and regulations shall govern the use of any city park under this section.
- (b) *Fees.*
- (1) Enclosed park building rentals shall be made at the following per-day rates:
 - a. Roosevelt Pavilion: \$225.00 for city resident; \$350.00 for non-city resident.
 - b. Deland Home: \$225.00 for city resident; \$350.00 for non-city resident.
 - c. Kiwanis Fieldhouse: \$250.00 for city resident; \$425.00 for non-city resident.
 - d. King Park Pavilion: \$250.00 for city resident; \$425.00 for non-city resident.
 - e. Jaycee Quarryview Center: \$250.00 for city resident; \$425.00 for non-city resident.
 - f. Deland Community Center: \$250.00 for city resident; \$425.00 for non-city resident.
 - (2) Park shelter rentals shall be made at the following per-day rates:
 - a. Cleveland Park: \$100.00 for city resident; \$175.00 for non-city resident.
 - b. End Park: \$100.00 for city resident; \$175.00 for non-city resident.
 - c. Veterans Park: \$100.00 for city resident; \$175.00 for non-city resident.
 - d. Vollrath Park: \$100.00 for city resident; \$175.00 for non-city resident.
 - e. Richardson Shelter: \$100.00 for city resident; \$175.00 for non-city resident.
 - f. Lakeview Park: \$100.00 for city resident; \$175.00 for non-city resident.
 - g. Optimist Park: \$100.00 for city resident; \$175.00 for non-city resident.
 - h. Evergreen Park (areas 1, 4, or 5): \$100.00 for city resident; \$175.00 for non-city resident. These rates are per area.
 - i. Evergreen Park (areas 3 or 6): \$50.00 for city resident; \$100.00 for non-city resident. These rates are per area.
 - j. Fountain Park Bandshell: \$100.00 for city resident; \$200.00 for non-city resident. An additional \$50.00 shall be added for use of the sound system.
 - (3) All applicable taxes shall be added to the fees set forth in this subsection.
- (c) *Security deposits.* In addition to the fee set forth in subsection 74-42(b), enclosed park building rentals require a \$100.00 security deposit, which is due the business day before the event.

(Code 1975, § 27-33; [Ord. No. 18-19-20, § 1, 9-16-19](#))

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6.3.

Gen. Ord. No. 31 - 20 - 21. By Alderpersons Dekker and Sorenson.
December 21, 2020.

AN ORDINANCE amending Section 74-42 of the Municipal Code to allow the waiver of park rental fees in certain circumstances.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Section 74-42 of the Municipal Code entitled "Use of park by permit" is hereby amended to read as follows:

"Sec. 74-42. *Use of park by permit.*

. . .

(b) Fees.

. . .

- (4) The director of public works may, upon written request submitted at least thirty days prior to the park rental, waive or reduce the park rental fees set forth in this Section 74-42(b) for a non-profit entity that is formally recognized by the State of Wisconsin or the federal government which: (1) is holding an event open to the general public without an admission fee; (2) is not using the park rental as a fundraiser; (3) has provided good cause as to the financial hardship that would be caused by requiring the payment of the applicable full park rental fee; and (4) has established why the event benefits the City of Sheboygan and its citizens such that the park rental fee - which is set in a manner to reflect the costs incurred by the City as a result of the rental - should not be charged for the park rental; so long as (5) the event does not significantly impact city departments, services, operations, or activities, and (6) the event is the first event held by the non-profit entity in the City of Sheboygan. The decision of the director of public works shall be issued in writing.

PW

- (5) A non-profit entity whose park rental fee waiver request is denied by the director of public works may, within seven calendar days of the date of the denial, submit a written request to appeal the decision of the director of public works to the Public Works Committee, which shall consider the appeal as soon as is practicable and which may waive or reduce the park rental fees set forth in this Section 74-42(b) if it finds the criteria set forth in Section 74-42(b)(4) are met.
- (6) In the event that an event receives a park rental fee reduction or waiver under Section 74-42(b)(4) or (b)(5), that shall not serve as a waiver of any other fee related to the rental of the park, including the security deposit in Section 74-42(c).

. . . .

(d) City-Sponsored Events. Events planned, coordinated, and executed primarily by City employees in the scope of their official duties shall not be subject to the fees set forth in this Section 74-42."

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Dean Decker

[Signature]

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

III

4.5

Res. No. 139 - 20 - 21. By Alderpersons Dekker and Sorenson.
December 21, 2020.

A RESOLUTION waiving the increase of boat dock fees for City-owned dock spaces on the Sheboygan River for the 2021 season.

WHEREAS, in Res. No. 135-05-06, the Common Council of the City of Sheboygan established dock fees for the City-owned dock space on the Sheboygan River; and

WHEREAS, Res. No. 135-05-06 provided for a 5% increase of the dock fees each year; and

WHEREAS, the Common Council finds that it is appropriate to not impose this 5% increase for the 2021 season.

NOW, THEREFORE, BE IT RESOLVED: That the automatic dock fee increase established in Res. No. 135-05-06 shall not apply for the 2021 season.

R

Drew Dekker

John Sorenson

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution waiving the increase of the boat dock fees for the City-owned dock spaces on the Sheboygan River for 2021 season.

REPORT PREPARED BY: David H. Biebel, Director of Public Works

REPORT DATE: January 6, 2021

MEETING DATE: January 12, 2021

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budget Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: The river slip fees have been increased by five percent every year per resolution 135-05-06 since 2006. Covid-19 delayed the May to October 2020 charter season. As a result, fees were prorated from June to October. This impacted private charter businesses as 28 slips were rented in 2020. In addition, high lake levels closed the north side slips, and boats were relocated to the south side or to the Harbor Centre Marina. Very few municipalities offer riverfront boat slips, so it is not easy to compare costs and amenities; however, the fees are already comparable to other lake Michigan Marinas that offer far more services and amenities.

STAFF COMMENTS: This resolution is a result of past discussions with Public Works Committee members and consensus is that fees should held with no increase for 2021.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 139-20-21 waiving the increase of the boat dock fees for the City-owned dock spaces on the Sheboygan River for the 2021 season.

ATTACHMENTS:

- I. Res. No. 139-20-21

III

4.3

Res. No. 142 - 20 - 21. By Alderpersons Dekker and Sorenson.
January 4, 2021.

A RESOLUTION authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by John Poth, Jr.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached lease with David L. Gartman for the 2021 agricultural use of approximately 30 acres of the former John Poth, Jr. property in the City of Sheboygan.

PW

Jan Dekker
[Signature]

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2021, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "**LESSOR**," and David L. Gartman, 5509 Moenning Rd., Sheboygan, WI 53081, hereinafter referred to as "**LESSEE**."

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE:

1. That the **LESSOR** does hereby lease and let unto the **LESSEE** approximately 30 acres of tillable land located within certain agricultural property described as follows:

59281470988	S 1/2 OF S.W. S.W., Sec. 10	59281-470988/470989/ <u>472509 & 472510</u> <small>Parcel Ident. No.</small>
59281470989	S 1/2 of S.E. S.W., Sec. 10	
59281472509	W 1/2 of N.W. S.E., Sec. 10	
59281472510	N 1/2 of W 1/2 of S.W. S.E., Sec. 10	

All in T.14N., R.23E., City of Sheboygan, County of Sheboygan, State of Wisconsin.

2. That the term of this lease shall be for the period from January 1, 2021 through December 31, 2021.

3. That the total rental rate for this parcel of land for 2021 shall be at the rate of seventy (\$70.00) dollars per acre, for a total of two thousand one hundred (\$2,100.00) dollars per year, which shall be due and payable at the office of the Department of Public Works on the fifteenth (15th) day of December, 2021.

4. That the **LESSEE** shall use the plot of land only for agricultural purposes and that no other type of use is permitted thereon.

5. That the **LESSEE** agrees that the **LESSOR** may, at reasonable and proper times, and upon reasonable notice, enter upon the leased property whenever it is deemed to be in the public interest.

6. That the **LESSEE** shall save, protect and conserve the land to the best of his ability and commit no waste thereon.

7. The **LESSEE** hereby agrees that he will not assign, sublease, or otherwise grant or permit any other person to use the plot for any purpose whatsoever.

8. The **LESSEE** agrees to make no improvements of any kind whatsoever in or on the land.

9. The **LESSEE** hereby agrees that he will not encumber the land or crops growing thereon.

10. **LESSEE** shall not erect, install, operate or allow same, in or upon the land, any signs or other similar advertising devices without first having obtained the **LESSOR'S** written consent therefor.

11. **LESSOR** may construct, install and operate one (1) sign on said premises identifying said property.

12. The parties acknowledge that the property is being actively marketed for sale by **LESSOR**. **LESSOR** may remove from the total acreage leased any part thereof upon at least thirty (30) days written notice to **LESSEE**, and **LESSOR** shall not pay any damages for such taking of property from the **LESSEE**.

13. **LESSOR** shall be responsible for any and all taxes upon said land.

14. **LESSEE** shall save **LESSOR** harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of said premises by **LESSEE**, his agents, employees or any other person using said premises.

15. In the event the **LESSEE** shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer the **LESSEE'S** business, neither this lease nor any interest herein shall become an asset of such trustee or receiver, and, in the event of the appointment of any such trustee or receiver, this lease shall immediately terminate and end.

16. Waiver by the **LESSOR** of any default in performance by the **LESSEE** of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. **LESSEE** shall have no right or interest in the renewal of this lease agreement.

Dated this ____ day of _____, 2021.

LESSEE

BY: _____
David L. Gartman

Dated this ____ day of _____, 2021.

CITY OF SHEBOYGAN (LESSOR)

BY: _____
Michael J. Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

Examined and Approved as to
Form and Execution this ____
day of _____, 2021.

Charles C. Adams
City Attorney

This document is authorized by and in accordance with Res. No.
____-20-21.

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution to authorize executing a one-year lease for the agricultural property in the Town of Wilson, formerly owned by John Poth, Jr.

REPORT PREPARED BY: David H. Biebel, Director of Public Works

REPORT DATE: January 6, 2021

MEETING DATE: January 12, 2021

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: This request is to lease approximately 30 acres of agricultural land that the City owns in the Town of Wilson just south of the City limits (the Poth property). David Gartman owns the farmland immediately adjacent to the Poth property and has leased these acres for several years. This is a yearly lease.

STAFF COMMENTS: The Poth property is not contiguous with the corporate City limits as a result the property will not be developed until it can be annexed into the City. Mr. Gartman has been a good steward of this property and has frequently kept watch over the property on our behalf. Mr. Gartman leases the farmland at the market rate.

ACTION REQUESTED: Motion to recommend the Common Council to adopt **Res No. 142-20-21** executing a one-year lease for the agricultural property in the Town of Wilson, formerly owned by John Poth, Jr. to David Gartman.

ATTACHMENTS:

- I. Res. No. 142-20-21