

NOTICE OF MEETING
PROPERTY COMMITTEE
September 7, 2021 - 4:30 PM

Sheboygan County Administration Building
508 New York Avenue
Sheboygan, WI 53081

Room 302

To Join the Meeting Remotely
Dial: + 1 314-833-0365
Enter Pin Number: 606 794 779
Press: #

Members of the Committee may appear remotely.
Persons wanting to observe the meeting are encouraged to listen remotely.

Agenda

Call to Order

Certification of Compliance with Open Meeting Law

Approval of Minutes

Property Committee – Regular Meeting, August 17, 2021 @ 4:30 PM

Correspondence –

- Introductions
- Human Resources Committee Memo – Building Services Worker (Cleaner) Overlap in Coverage

Review and Approve Vouchers

Building Services

- Consideration of Sheboygan County Resolution No. _____ (2021/22) re: Approving Second Amendment to Lease of County Land at University of Wisconsin Green Bay – Sheboygan Campus for Bookworm Gardens Expansion Project
- Consideration of Courthouse Loading Zone Signs

Approval of Attendance at Other Meetings or Functions

Date / Time / Location of Next Meeting

Tuesday – September 21, 2021, 4:30 PM
Administration Building, Room 302
508 New York Avenue
Sheboygan, WI 53081

Adjourn

Prepared by:
Gail Ulezelski
Recording Secretary

Henry Nelson
Committee Chairperson

NOTE: A majority of the members of the County Board of Supervisors or any of its committees may be present at this meeting to listen, observe, and participate. If a majority of any such body is present, their presence constitutes a "meeting" under the Open Meeting Law as interpreted in *State ex rel. Badke v. Greendale Village Board*, 173 Wis. 2d 553 (1993), even though the visiting body will take no action at this meeting.

Wis. Stat. § 19.84 requires that each meeting of a governmental body be preceded by a public notice setting forth the time, date, place, and subject matter of the meeting. This Notice and Agenda is made in fulfillment of this obligation. Electronic versions of this Notice and Agenda may hyperlink to documents being circulated to members in anticipation of the meeting and are accessible to the public for viewing. Additions, subtractions, or modifications of the hyperlinked materials do not constitute an amendment to the meeting agenda unless expressly set forth in an Amended Notice and Agenda. Members of the public are encouraged to check from time to time before the meeting to see whether the hyperlinked content has been changed from what was originally posted.

Persons with disabilities needing assistance to attend or participate or those without access to adequate telephone services are asked to notify Gail Ulezelski at (920) 459-4342 prior to the meeting so that accommodations may be arranged.

Wearing a mask is strongly encouraged in all County-owned or leased property, unless you are fully vaccinated.

SHEBOYGAN COUNTY PROPERTY COMMITTEE MEETING MINUTES

August 17, 2021

Called to Order: 4:30 pm

Adjourned: 4:42 pm

MEMBERS PRESENT: Henry Nelson, Chairperson; Jacob Immel, Vice Chairperson; George Kulow, Jon Kuhlow, Members.
MEMBERS ABSENT: Brian Smith, Secretary.
OTHERS PRESENT: Evan Grossen, Finance Department; Mark Schorer, Gail Ulezelski, Building Services.

CALL TO ORDER

Chairperson Henry Nelson called the meeting to order at 4:30 PM.

CERTIFICATION OF COMPLIANCE WITH OPEN MEETING LAW

Posted August 13, 2021 at 10:30 AM.

APPROVAL OF MINUTES

Property Committee – Regular Meeting, August 3, 2021 @ 4:30 pm – Moved by Supervisor Immel/seconded by Supervisor J. Kuhlow to approve the minutes as presented; motion carried.

REVIEW AND APPROVE VOUCHERS

Moved by Supervisor Immel/seconded by Supervisor J. Kuhlow to approve vouchers as presented; motion carried

CORRESPONDENCE

None.

BUILDING SERVICES

- Consideration of Request for Permission to Post, Fill and Hire
 - Building Services Worker (Cleaner) Vacant Positions – Mark Schorer, Manager – Building Services explained there are two vacant positions, one as of August 20, 2021 due to resignation and the other as of October 22, 2021 due to retirement. The intent is to hire one as soon as possible and the other in early October to overlap for two-week training period. Moved by Supervisor J. Kuhlow/seconded by Supervisor Immel to approve the request and forward to Human Resources Committee for approval of the overlapping of start date for training purposes; motion carried.
- Consideration of Request for Extension of Limited Term Employee
 - COVID Touch Surface Cleaner – County Policy states a Limited Term Employee can only be employed with Sheboygan County for up to one-year. Due to rising COVID numbers in the County request permission to extend employment date beyond October 7, 2021; the County Administrator supports up to a six-month extension. Following discussion, moved by Supervisor Immel/seconded by Supervisor J. Kuhlow to approve the request for an additional 6-month period; motion carried.

Supervisor G. Kulow arrived at 4:40 pm.

APPROVAL OF ATTENDANCE AT OTHER MEETINGS OR FUNCTIONS

Reminder Supervisors invited to attend the Finance Committee meeting on September 1, 2021 for the University of Wisconsin Green Bay – Sheboygan Campus 2022 Budget Request presentation, covered by blanket approval for Finance Committee meetings.

DATE / TIME / LOCATION OF NEXT MEETING

Tuesday – September 7, 2021 4:30 PM
Administration Building – Room 302
508 New York Avenue - Sheboygan, WI 53081

ADJOURN

Moved by Supervisor Immel/seconded by Supervisor G. Kulow to adjourn; motion carried and meeting adjourned at 4:42 pm.

Respectfully Submitted,

Gail Ulezelski
Recording Secretary

Brian Smith
Secretary

SHEBOYGAN COUNTY RESOLUTION NO. _____ (2021/22)

Re: Approving Second Amendment to Lease of County Land at University of Wisconsin Green Bay – Sheboygan Campus for Bookworm Gardens Expansion Project

WHEREAS, pursuant to Resolution No. 25 (2007/08), Sheboygan County entered into a Lease Agreement with Bookworm Gardens dated April 2, 2008, in which Sheboygan County granted to Bookworm Gardens the right to establish a Children's Garden on land owned by Sheboygan County, and

WHEREAS, Sheboygan County and Bookworm Gardens amended the Lease Agreement on September 22, 2009, to enlarge Bookworm Gardens' leasehold interest.

WHEREAS, Bookworm Gardens now proposes additional development for educational purposes and has requested an expansion of its current leasehold interest to include an approximately _____-acre parcel for maintained trails, riverwalk and woodland educational opportunities, an administration and education building, designed gardens, and related facilities, and

WHEREAS, the parties desire to amend the existing original lease agreement to include this additional parcel of land and to provide for Property Committee approval of future development plans;

NOW, THEREFORE, BE IT RESOLVED that Sheboygan County enter into a Second Amendment to Lease Agreement with Bookworm Gardens, Inc., to allow for the enlargement of the property subject to the lease and to provide for approval of future development.

BE IT FURTHER RESOLVED that the County Board Chairperson and the County Clerk are directed and authorized to sign the Second Amendment with Bookworm Gardens, Inc.

Respectfully submitted this 21st day of September, 2021.

PROPERTY COMMITTEE

Henry Nelson, Chairperson

Jacob Immel, Vice-Chairperson

Brian Smith, Secretary

Jon Kuhlow

George Kulow

Opposed to Introduction:

SECOND AMENDMENT TO LEASE AGREEMENT

THIS AGREEMENT is made and entered into on the _____ day of _____, 2021, between **BOOKWORM GARDENS, INC.** (Bookworm Gardens), a Wisconsin non-profit corporation, with its principal address as P.O. Box 883, Sheboygan, Wisconsin 53082-0883, and **SHEBOYGAN COUNTY**, a Wisconsin body corporate, with its principal place of business at 508 New York Avenue, Sheboygan, Wisconsin 53081-4126.

RECITALS

WHEREAS, Bookworm Gardens has entered into a Lease Agreement dated April 2, 2008, with Sheboygan County in which Sheboygan County granted to Bookworm Gardens the right to establish a Children's Garden on land owned by Sheboygan County, and

WHEREAS, Sheboygan County and Bookworm Gardens amended the Lease Agreement on September 22, 2009, to enlarge Bookworm Gardens' leasehold interest.

WHEREAS, Bookworm Gardens has proposed additional development for educational purposes and has requested an expansion of its current leasehold interest as shown by the bold hatch-marked areas of **Exhibit A**.

WHEREAS, the entire Bookworm Gardens leasehold interest as amended will be as depicted by all hatch-marked areas on **Exhibit A**.

AGREEMENT

1. Based on the foregoing, Bookworm Gardens and Sheboygan County agree to amend the Amendment to Lease Agreement dated September 22, 2009, to provide that the leasehold interest provision as set forth in Paragraph 1 of the Amendment to Lease Agreement is hereby replaced with the leasehold interest shown on **Exhibit A** attached hereto with the legal description as set forth on **Exhibit B** attached hereto.

2. Bookworm Gardens shall provide the Sheboygan County Property Committee with renderings of the construction, modification, and development of the portion of the Leased Premises shown on **Exhibit A** (the Expansion Plans). Before commencing construction, Bookworm Gardens shall obtain the Property Committee's approval of the Expansion Plans and final construction, modification, and development shall substantially comply with the approved Expansion Plans.

3. The parties agree that Bookworm Gardens shall be responsible for all parking lot paving, maintenance and snow removal of all paths, pedestrian bridges, trails, or other areas of the Leased Premises. The pedestrian bridges contemplated as part of the Expansion Plans shall be constructed at a height sufficient to allow school buses and public transportation to pass underneath.

(The rest of this page intentionally left blank.)

4. In all other respects, the Lease Agreement dated April 2, 2008, shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment to Lease Agreement is executed effective as of this date.

SHEBOYGAN COUNTY

By: _____
Vernon Koch, Chairperson

By: _____
Jon Dolson, County Clerk

State of Wisconsin)
) ss:
Sheboygan County)

Personally appeared before me this _____ day of _____, 2021, the above-named Vernon Koch and Jon Dolson, to me known to be the County Board Chairperson and County Clerk respectively, who executed the foregoing instrument and acknowledged the same.

Crystal H. Fieber
Notary Public, State of Wisconsin
My Commission is permanent

BOOKWORM GARDENS, INC.

By: _____
Karen Rhyan, President

By: _____
Elizabeth Wieland, Executive Director

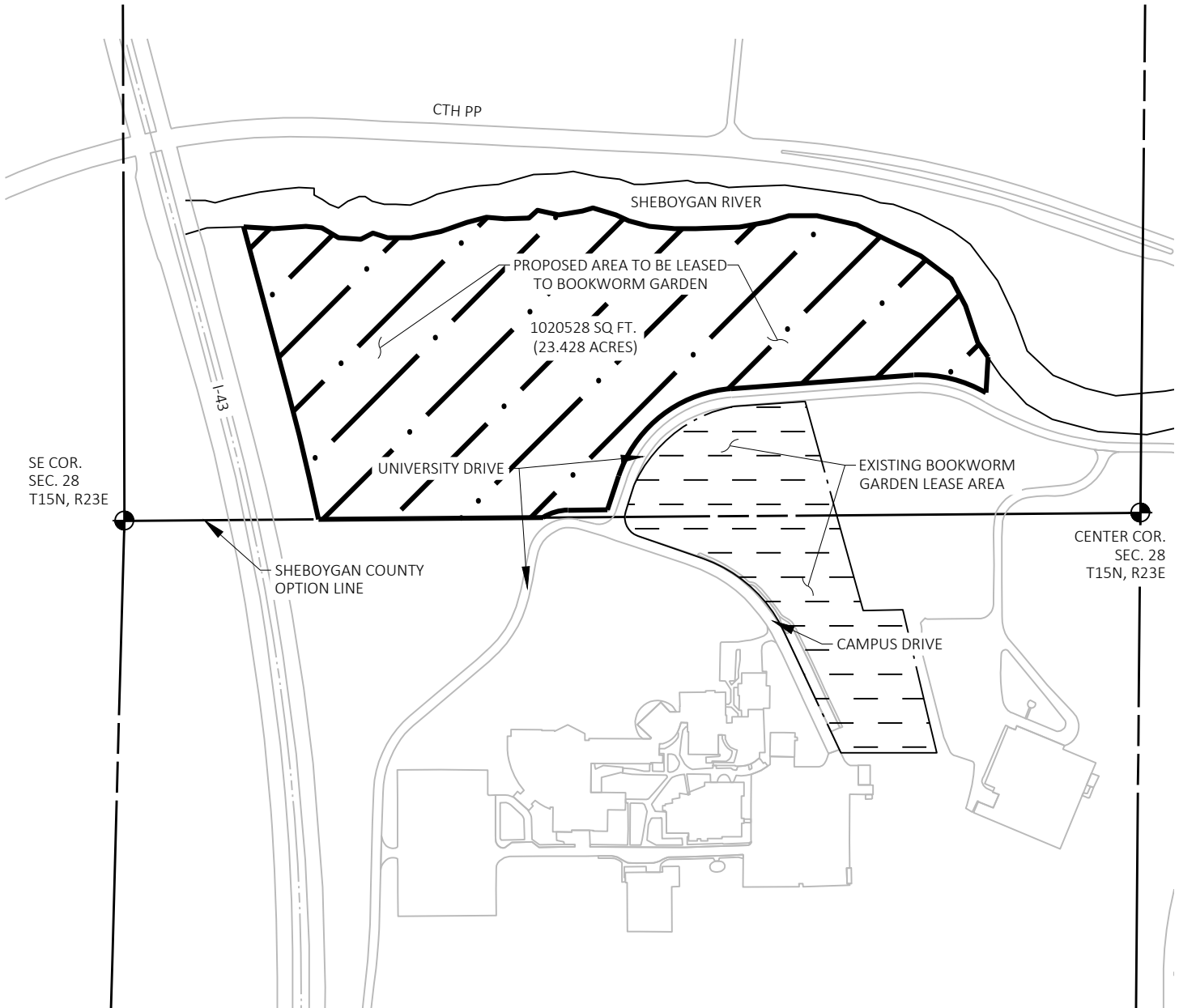
State of Wisconsin)
) ss:
Sheboygan County)

Personally appeared before me this _____ day of _____, 2021, the above-named Karen Rhyan and Elizabeth Wieland, to me known to be the President and Executive Director, respectively, of Bookworm Gardens, Inc., who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission _____

PROPOSED LEASE SHEBOYGAN COUNTY TO BOOKWORM GARDENS

PART OF GOVERNMENT LOTS 5, AND 6, SECTION 28, T15N, R23E, CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, WISCONSIN



WISCONSIN

PARENT PARCEL ID:
PART OF 59281215891

SCALE, FEET

