



CITY OF MERRILL

COMMON COUNCIL

AGENDA • WEDNESDAY AUGUST 3, 2022

Special Meeting

City Hall Council Chambers

6:00 PM

- I. Call to Order
- II. Silent Prayer
- III. Pledge of Allegiance
- IV. Public Comment
- V. Agenda Items for Consideration:
 - 1. Consider a right-of-way lease for Trinity Daycare
- VI. Closed Session:
 - 1. The Committee may convene in closed session pursuant to Wisconsin State Statutes Section 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of an employee over which the governmental body has jurisdiction or exercises responsibility, to review materials provided by interim City Administrator candidates and potentially interview those candidates.
- VII. Reconvene in Open Session:
 - 1. The Common Council may reconvene in open session for potential action(s) on closed session issue(s).
- VIII. Adjournment

The Merrill City Hall is accessible to the physically disadvantaged. If special accommodations are needed, please contact the Merrill City Hall at (715) 536-5594.

DOCUMENT NO.

RIGHT OF WAY LEASE

This Agreement between the City of Merrill, hereinafter called the "City", and Trinity Lutheran Church, hereinafter collectively called "Trinity Lutheran Church", constitutes a granting of the right to occupy and use for signage the land constituting a portion of the right of way of Center Ave., to wit:

Stange Street Right of Way adjoining Lot 2 of CSM 559463, Located in Gov't Lot 2 of Section 14, Township 31 North, Range 6 East, City of Merrill, Lincoln County, Wisconsin.

Said lease area is subject to all easements, restrictions, and right-of-ways of record.

Said lease area contains approximately 5,000 square feet, hereinafter referred to as the "Parcel". For purposes of determining value, the Parcel consists of 5,000 square feet of land and is contained in its entirety with the right of way of Center Ave, attached hereto as Exhibit A.

Recording Area

Return to:

Thomas N. Hayden, Merrill City Attorney
1004 E. 1st St., Merrill, WI 54452

NOW THEREFORE, the parties hereto agree as follows:

1. **TERM.** The term of this agreement is for six months commencing on August 1, 2022 and is automatically renewable for one-year terms on January 1st of each term thereafter unless cancelled upon 30 days prior written notice by either party hereto.
2. **PURPOSE.** The purpose of this lease is to allow Trinity Lutheran Church to _____. Trinity Lutheran Church may not use the Parcel for any other purpose.
3. **RENT.** The rental for the Parcel shall be based on the total taxes which would have been paid on the Parcel based on Trinity Lutheran Church adjoining property value as applied to the Parcel times the current net assessed value tax rate as shown on Trinity Lutheran Church adjoining property tax bill. Based on the value of the adjoining land and the 2021 Tax Rate, the Rent for August through December for the Parcel is \$20.65. The City shall bill Trinity Lutheran Church for the rent due annually in January of each year (\$49.58). Payment is due on the Rent the last business day in January of each year. Payment for the year 2022 shall be due with the signing of this lease.
4. **ASSIGNMENT.** Trinity Lutheran Church may assign this Agreement to a successor in interest provided that the successor to Trinity Lutheran Church interest fully complies with the terms of this Agreement. Trinity Lutheran Church shall give notice to the City of any assignment under this Agreement prior to completing any transaction transferring Trinity Lutheran Church interest in this Agreement
5. **DEFAULT.** Failure by Trinity Lutheran Church to comply with any terms under this Agreement shall render the Agreement voidable at the sole discretion of the City. City shall give Trinity Lutheran Church 15 days prior notice of Trinity Lutheran Church default prior to declaring this Agreement void. In the event that Trinity Lutheran Church corrects the default, Trinity Lutheran Church shall be permitted to continue to occupy the Parcel under this agreement. Failure of the City to enforce its rights under this Agreement shall not constitute a waiver of any default by Trinity Lutheran Church hereunder.
6. **INSURANCE.** Trinity Lutheran Church shall maintain a Commercial General Liability Insurance Policy with a minimum of \$1,000,000 per occurrence covering bodily injury and property damage for Trinity Lutheran Church operations on the Parcel naming the City as an additional insured and protecting and indemnifying the City and Trinity Lutheran Church against liability for damages caused as a result of the use of the Parcel by Trinity Lutheran Church. Trinity Lutheran Church agrees to defend, indemnify and hold harmless the City for any claim arising out of Trinity Lutheran Church use of the Parcel.

Attachment: 2022 Trinity Daycare ROW Lease (9078 : Right-of-Way Lease Trinity Daycare)

7. **COST OF REPAIRS.** In the event that the City is required to undertake any work on the Parcel in relation to the public utilities or adjoining street, Trinity Lutheran Church shall remove any improvements within five (5) working days of notice of the work by the City, except in the event of an emergency. If the improvements are not removed within five (5) working days of notice, or in the event of an emergency, the City may remove any improvements in order to complete work in the Parcel. The cost to remove and repair any improvements as a result of work done by the City on the Parcel in relation to the public utilities or street contained in or adjacent to the Parcel shall be the responsibility of Trinity Lutheran Church.

8. **AMENDMENT.** This agreement shall not be modified except in writing signed by both parties and duly recorded in the Lincoln County Register of Deeds Office. The cost of recording shall be born by the party requesting the amendment, except any assignment agreement entered into by the City and Trinity Lutheran Church successor in interest. Said assignment agreement shall be recorded as provided herein and the cost of the recording shall be borne by Trinity Lutheran Church or Trinity Lutheran Church successor in interest.

9. **NOTICE.** Any notice given under this agreement shall be made as follows:

If to the City:
 City Clerk
 Merrill City Hall
 1004 E. First Street
 Merrill, WI 54452

If to Trinity Lutheran Church:

 107 N State Street
 Merrill, WI 54452

Dated as of this ____ day of _____ 2022.

CITY OF MERRILL

By: _____
Steve J. Hass, Mayor

Attest: _____
Lori Anderson-Malm, City Clerk

Trinity Lutheran Church

By: _____
_____, _____

Attest: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF LINCOLN)

Personally came before me this ____ day of _____
2022 the above named Steve J. Hass, Mayor and Lori
Anderson-Malm, City Clerk to me known to be the
persons who executed the foregoing instrument and
acknowledged the same.

Notary Public, Lincoln County, Wisconsin.
My commission is permanent. (If not, state expiration
date: _____)

STATE OF WISCONSIN)
) ss.
COUNTY OF LINCOLN)

Personally came before me this ____ day of _____,
2022 the above named _____ and
_____ to me known to be the
persons who executed the foregoing instrument and
acknowledged the same.

Notary Public, Lincoln County, Wisconsin.
My commission is permanent. (If not, state expiration
date: _____)

This Document Drafted by:

Thomas N. Hayden, City Attorney
City of Merrill
1004 E. First Street,
Merrill, WI 54452

Attachment: 2022 Trinity Daycare ROW Lease (9078 : Right-of-Way Lease Trinity Daycare)



559463

SARAH L. KOSS
LINCOLN COUNTY, WI
REGISTER OF DEEDS

06/07/2022 02:02:24PM

REC FEE: 30.00
PAGES: 2

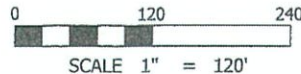
CERTIFIED SURVEY MAP
LINCOLN COUNTY NO. 559463
VOL. N/A PAGE N/A

ALL OF LOT 1 OF CSM #2420, LOCATED IN GOV'T LOT 2 OF
SECTION 14, TOWNSHIP 31 NORTH, RANGE 6 EAST, CITY OF
MERRILL, LINCOLN COUNTY, WISCONSIN.

NORTH CENTRAL LAND SURVEYING, LLC
163957 OWL RIDGE ROAD, WAUSAU, WISCONSIN 54403
WEBSITE: www.NorthCentralLandSurveying.com
PHONE: 715-297-8343
EMAIL: JasonPflieger@gmail.com
DRAFTED & DRAWN BY: JASON J. PFLIEGER
OWNER OF PROPERTY: FVZ, LLC
SURVEY PREPARED FOR: TIM ZIMMERMAN
DATE OF FIELDWORK: 6/1/2022
FILE NUMBER: 2022073 FVC LLC

PAGE 1 OF 2

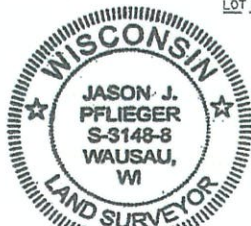
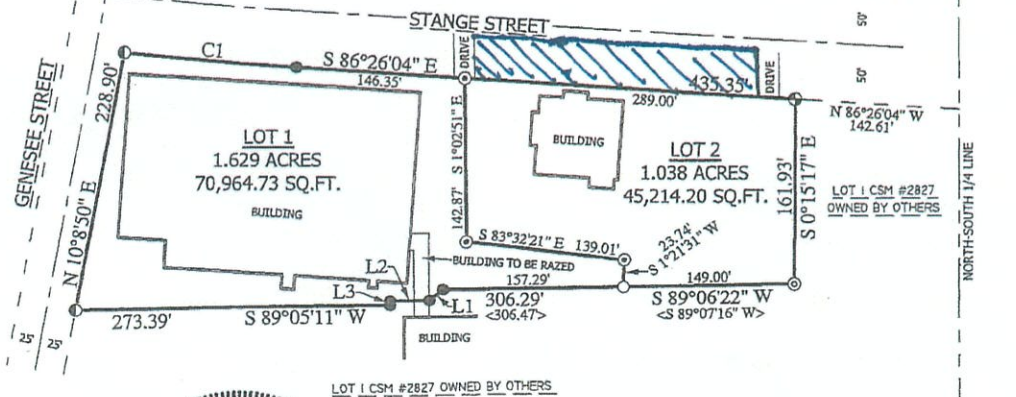
NOTE:
THIS MAP DOES NOT TRANSFER PROPERTY OWNERSHIP.
SALE OR TRANSFER OF PROPERTY REQUIRES A DEED.

**LEGEND**

- ⊙ = SECTION CORNER AS NOTED
- = 3/4" X 18" REBAR 1.50lbs/ft SET
- ⊖ = DRILL HOLE IN CONCRETE SET
- ⊙ = MAG SPIKE IN ASPHALT SET
- ⊙ = 1.25" OD IRON PIPE FOUND
- ⊙ = CUT 'X' IN CONCRETE FOUND
- ⊙ = MAG SPIKE IN ASPHALT FOUND
- <> = PREVIOUSLY RECORDED AS

BEARING REFERENCE

BEARINGS REFERENCED TO THE NORTH-SOUTH
1/4 LINE BEARING S 0°31'35" E PER WCCS
(LINCOLN COUNTY) NAD83 (2011)



7-PT 6/6/2022 **CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	150.41'	2914.79'	2°57'24"	S 84°57'33" E 150.39'

LINE TABLE

L1	S 50°29'15" W	15.07'	<S 49°49'00" W>	<14.98>
L2	S 89°15'51" W	34.18'	<S 89°15'48" W>	<34.18>
L3	S 0°43'37" E	3.94'	<S 0°44'12" E>	<3.94>

S1/4 CORNER
SECTION 14-31N-6E
EXISTING S.M.P SPIKE

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