

## AGENDA

County Of Eau Claire  
Committee On Parks & Forest  
Monday, November 12, 2018 – 5:00 p.m.  
Ag & Resource Center – 2<sup>nd</sup> Floor Meeting Room

**Members note:** Please call the committee chair or office if you will not be attending the meeting.

1. Call Meeting to Order by Chair Stelljes
2. Confirmation of meeting notice
3. Approval of minutes from October 8, 2018 meeting – Discussion/action
4. Public Input
5. Approve Tower ridge trail naming map – Discussion/action
6. Fall Timber Sales – Discussion/action
7. Ski striders skills park approval - Discussion/action
8. Curling Club Expo Center lease – Discussion/action
9. Parcel of Land off Rossman Road – Discussion/action
10. Lake Altoona Sanitary System report – Discussion/action
11. Director's Report – Discussion/action
12. Advisory Committee Meeting report – Discussion/action
13. Timber Sale Report – Discussion/action
14. Adjournment

**PLEASE NOTE:** Upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through sign language, interpreters or other auxiliary aids. For additional information or to request the service, contact the County ADA Coordinator at 839-4710, (FAX) 839-1669 or 839-4735, tty: use Relay (711) or by writing to the ADA Coordinator, Human Resources, Eau Claire County Courthouse, 721 Oxford Avenue, Eau Claire, WI 54703.

**EAU CLAIRE COUNTY  
COMMITTEE ON PARKS AND FOREST**

**MEETING MINUTES**

Monday, October 8, 2018, 5:00 p.m.  
Agriculture & Resource Center (2<sup>nd</sup> floor meeting room)

MEMBERS PRESENT: Gary Gibson, Patrick LaVelle, Bert Moritz, Tami Schraufnagel and Kevin Stelljes

OTHERS PRESENT: Andy Sorenson, DNR Supervisor; Marlo Orth, Lake Eau Claire Association

STAFF PRESENT: Josh Pedersen, Jody Gindt and Bobbi Barone

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1. Call to Order - The meeting was called to order by Chair Stelljes at 5:05 p.m.
2. Confirmation of meeting notice – Meeting notice was confirmed.
3. Approval of meeting minutes from September 10, 2018 meeting – Pat moved to approve the minutes from the September 10, 2018 meeting; motion carried.
4. Public Input – Marlo Orth was present for this item and wanted to thank everyone for their cooperation on lake district issues. Marlo announced the Land Conservation Division was awarded a \$250,000 grant with Clark County to educate the agricultural community on run-off for the Lake Eau Claire Watershed.
5. Parcel of Land off Rossman Drive – Josh stated he had talked with the landowner and was pleased that the committee had interest in the land parcel. After some discussion, it was agreed that some committee members and staff would meet on Tuesday, October 16 to look at the land. They will set time and place for Tuesday morning.
6. Eau Claire County Forest Tour issues/locations/date – After some discussion, it was agreed to change from a fall tour to a spring tour inviting County Board Members to attend.
7. Director's Report – Finance & Budget committee met with Josh earlier in the day. They didn't question the operating budget. Capital items included the dump truck replacement and tuck and paint the old maintenance building for a total of \$150,000. Kevin said he would make a plea for \$25,000 more. Josh announced the ADRC is talking about occupying the whole Ag Center. Jody met with John from the WI Corp at Lowes Creek Park about buckthorn control. A request and application need to be submitted.
8. Advisory Committee Meeting report – After discussion from the committee about suggestions received from the Advisory Committee, the committee recommended the Advisory Committee pursue the History Tour.
9. Timber Sale Report – nothing to report.

Kevin adjourned the meeting at 6:15 p.m.

Respectfully Submitted,

Bobbi Barone  
Committee Clerk  
rb

## FACT SHEET

TO FILE NO. 18-19/077

In January 1995 an Agreement was made between the County, the Curling Club and the Jaycees for ~~construction~~ for construction and management of the Expo Center. The Curling Club donated \$100,000, secured donated labor, equipment plus materials for construction of the Expo Center in exchange for a 25 year lease with one 5 year option period beginning July 15, 1995. The Curling Club was responsible for paying all utility costs from October 15 through April 15. Changes were made over the years in six separate Addendums including extension of the Lease for one additional year through July 14, 2021. Due to the number of addendums and other changes that needed to be made it was decided to draft a completely new lease.

Representatives of the County and the Curling Club, which is now a 501(c)3 nonprofit organization, have been meeting since January 2017 regarding a new Lease. The lease provides for 2 additional 6-year extensions in exchange for payment of \$15,000 per year rent. The HVAC system is nearing the end of its useful life; ~~therefore~~ therefore ~~the total payment for~~ of \$90,000 for the first 6-year extension is due on or before July 15, 2021 or at the time the County replaces the HVAC, whichever occurs first. ~~This will offset to help offset~~ This will offset the HVAC replacement cost. This payment is nonrefundable.

The yearly start date for Curling Club use is now October 1<sup>st</sup> instead of October 15<sup>th</sup>. The Curling Club will continue to pay 100% of the utility costs from October 1<sup>st</sup> through April 15<sup>th</sup> and 60% of the cost of maintaining the ice area heaters. The Curling Club Will be able to hold fund-raising events for its operation and the use of the kitchen, meeting room and bathrooms will be available for other functions from October 1<sup>st</sup> through April 15<sup>th</sup> by mutual agreement.

The county negotiating team consisting of the county administrator, corporation counsel and parks and forest director with special expertise provided by the purchasing director and the facilities director recommend approval of this lease.

Fiscal Impact: \$180,000 over 12 years.

Respectfully Submitted,

Keith R. Zehms  
Corporation Counsel

yk/kz

**LEASE FOR  
EAU CLAIRE COUNTY EXPOSITION CENTER WITH EAU CLAIRE  
CURLING CLUB, INC.**

This Lease by and between the County of Eau Claire 'Lessor', a quasi-municipal corporation duly organized under the laws of the State of Wisconsin and Eau Claire Curling Club, Inc., Inc. 'Lessee'. Unless otherwise specified, the Eau Claire County Committee on Administration shall act as the representative and shall stand in the position of the Lessor, as that term is used in this Agreement as to all matters of enforcement and interpretation.

**ARTICLE I  
DESCRIPTION OF LEASED PREMISES.**

The Lessor, in consideration of the rents and covenants herein to be performed by the Lessee, does hereby lease the Multi-Purpose Exhibit Building from October 1st or if October 1<sup>st</sup> falls on Friday, Saturday or Sunday the first Monday in October to April 15 for curling activities. Curling activities during this time shall include fund-raising events where the proceeds are solely and exclusively used to support the operations of the Lessee. Lessee shall have exclusive use and control of the ice area, compressor room, viewing room, and locker rooms. Lessee shall also have an office on a year round basis. Lessee shall have use of the kitchen, meeting room and bathrooms. If not being used by Lessee the kitchen, meeting room and bathrooms shall be available to all approved third parties as mutually agreed between Lessor and Lessee. Lessee shall have exclusive use and control of the compressor room for their storage needs on a year round basis.

**ARTICLE II  
TERM**

The term of this Lease and Lessee's obligation to pay rent hereunder shall begin November 1, 1995 through July 14, 2021. Provided it is not in default hereunder, and if the parties can agree to terms, Lessor grants the Lessee the option to extend the term of this Lease for two (2) additional successive six (6) year periods commencing July 15, 2021 for a financial commitment as set forth in IV. 1. Lessee shall notify Lessor in writing at least ninety (90) days prior to the expiration of the initial six (6) year extension or any year thereafter that Lessee wishes to terminate the Lease.

**ARTICLE III  
USE AND MAINTENANCE OF COMMON AREAS**

The Lessor shall maintain in good condition and repair all common areas of the building, with

respect to which the Lessee, its employees, guests and patrons, shall have the right of ingress to and egress from the leased premises and the use of public lavatories. Such use by the Lessee shall be subject to such reasonable Rules and Regulations relating to such use as Lessor may from time to time adopt governing the same.

The Lessor shall maintain existing driveways and parking areas as currently configured. The parking areas shall be open to employees, guests and patrons of Lessor and Lessee. Employee parking shall be regulated by the Lessor.

#### **ARTICLE IV RENT AND OTHER CHARGES**

1. Rent.

A. In consideration of the promises of Lessee in an agreement titled Eau Claire County Fair\Festival Site Phase One Construction and Management Agreement and Lessee's payment of one dollar (\$1.00) and other good and valuable consideration there shall be no additional rental charge during the initial twenty-six (26) year contract term.

B. Rent for the initial six (6) year period shall be \$15,000 per year. Lessee shall pay Lessor \$90,000 representing the initial six (6) year extension on or before July 15, 2021 or at the time Lessor replaces the HVAC, whichever occurs first. This payment is nonrefundable.

C. Rent for the subsequent six (6) year term shall be \$15,000 per year paid annually, on or before July 15<sup>th</sup> beginning in 2027.

2. Heat and Utilities. The Lessee shall be responsible for one hundred percent (100%) of all utility charges incurred from October 1 through April 15 including, but not limited to electricity, water, sewer, heat, garbage, and telephone. All parties shall provide their own telephone service. Utilities of the Multi-Purpose Exhibit Building shall be separately metered.

#### **ARTICLE V ALTERATIONS, REPAIRS AND MAINTENANCE OF LEASED PREMISES**

1. Maintenance by Lessor.

A. The Lessor shall keep and maintain the foundations, roof and structural components of the demised premises, except for repairs thereto as may be required by reason of the acts of Lessee, its employees, guests and patrons.

B. The Lessor shall keep and maintain in good condition and repair all portions of the building not demised to the Lessee, and the common areas, service and parking areas.

Common areas shall include entryways, bathrooms, the tile floor adjacent to the meeting room, and the meeting room.

2. Maintenance by Lessee.

A. Lessee shall be responsible for routine maintenance and janitorial services. Such services shall include routine cleaning of glass and floors and disposal of trash and, if necessary, periodic washing of walls and fixtures. Lessee shall have the entire facility cleaned prior to the end of the curling season on April 15 and Lessor shall have the entire facility cleaned prior to the beginning of the curling season on October 1. Lessee shall be responsible for any damage caused to equipment while using the facility and such damage shall be immediately reported to Lessor.

3. Alterations, Installations. Lessee shall not make or cause to be made any alterations, additions, or improvements or installations, or make any changes to the building unless it is previously granted the express written permission of the Lessor, executed with the same formality as this Agreement. Such permission shall not be unreasonably withheld.

4. Liens and Obligations. Lessee shall not create or permit others to create any lien or obligation against Lessor by reason of making repairs or installing material, fixtures or equipment, and further agrees to hold the Lessor harmless from all claims and demands by any third party in any manner connected with such repairs or installations or with Lessee's occupancy of the leased premises.

**ARTICLE VI  
DESTRUCTION OF LEASED PREMISES**

In the event that the premises shall be rendered wholly or partially unfit for use by fire or other casualty, the Lessor may, at its option, repair the said premises, if the said repairs can be reasonably accomplished within ninety (90) days after the said destruction. All such repairs shall be accomplished in a good and workmanlike manner.

In the event that the leased premises are rendered wholly unfit for use by the Lessee, the Lessee has the option of vacating the said premises during the period of repair, during which period, until the premises are again ready for at least partial occupancy; no rent shall accrue or, in the alternative, Lessee may consider the Lease Agreement to have terminated. In case the leased premises should be rendered partially unfit for use by the Lessee by fire or other casualty to the extent that more than fifty percent (50%) of the value of the said premises has been destroyed, the Lessee may remove from the said premises unless the Lessor promptly proceeds to repair or eliminate the conditions which constitute a health hazard. If the Lessor proceeds to repair the said premises and the Lessee remains in possession, rent shall abate to the extent that the Lessee is deprived of the full,

normal use thereof.

**ARTICLE VII  
INDEMNIFICATION AND INSURANCE**

1. Fire and Liability Insurance. The Lessee agrees to indemnify and hold harmless the Lessor, its employees and agents from any and all liability, cost and expense for loss or damage to the property and injury to or the death of any person, by whomever sustained, which may occur on the leased premises or which may be occasioned by, any action of the Lessee, its employees or agents.

The Lessee shall procure from a reputable company authorized to do business in Wisconsin and keep in force fire and products and general liability insurance for the leased premises and shall furnish the Lessor with a Certificate of such insurance, with respect to which the Lessor shall be named as an additional insured.

COVERAGE:	(Minimum)
Bodily Injury & Property Damage	\$1,000,000.00
General Liability - includes product & fire liability	\$1,000,000.00
(Fire legal liability - \$50,000.00)	

The Lessee shall carry worker's compensation coverage for its employees and agents as required by state law.

The Lessor shall not be liable for any injuries to persons or damage to or loss of property for any cause whatsoever in the leased premises and the Lessee must furnish a waiver of subrogation to the Lessor.

2. Co-Indemnification. The parties hereto shall be liable for their own acts and negligence and each agrees to indemnify the other for any losses, damages, costs or expense, including litigation expenses paid or sustained by reason of the act or negligence of the other.

**ARTICLE VIII  
NONDISCRIMINATION**

The Lessee agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, sex, age or handicap in the use of the demised premises, including any and all services, privileges, accommodations, and activities provided thereby.

**ARTICLE IX  
INDEPENDENT PROVIDER STATUS**

The relationship of the Lessee to the Lessor shall be that of an independent contractor. The

Lessee shall perform this Agreement through its own means and according to its own methods, free from any control of the Lessor to the manner and method of its professional performance hereunder. Nothing in this Agreement shall be construed so as to deem the Lessee, its employees, or agents as employees of the Lessor for any purpose, including but not limited to compensation, fringe benefits, insurance coverage or otherwise. The Lessee has no authority to incur any obligation for or on behalf of the Lessor.

**ARTICLE X**  
**JURISDICTION AND VENUE**

The laws of the State of Wisconsin shall govern this Contract and executed amendments thereto. Venue for all legal proceedings arising out of this Contract, or breach thereof, shall be exclusively in Eau Claire Circuit Court, Eau Claire, Wisconsin.

**ARTICLE XI**  
**STATUTORY PROTECTIONS**

It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the Lessor of any immunity, liability limitation or other protection available to the Lessor under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the Lessor shall apply unless the Lessor elects otherwise.

**ARTICLE XII**  
**PUBLIC RECORDS LAW**

Both parties understand that the Lessor is bound by the public records law, and as such, all terms of this agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.31 et seq. Lessee acknowledges that it is obligated to assist the Lessor in retaining and producing records that are subject to the Wisconsin Public Records law, and that the failure to do so will constitute a material breach of this agreement, and that the Lessee must defend and hold the Lessor harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this agreement.

**ARTICLE XIII**  
**GENERAL PROVISIONS**

1. Assignment or Subletting. The Lessee agrees that it will not assign this lease or



sublet the demised premises or any part thereof, without the prior written consent of the Lessor, which will not be unreasonably withheld.

2. Right of Inspection. The Lessor reserves the right to inspect the leased premises and equipment at any reasonable time and interval for any purpose consistent with its rights as Lessor.

3. Breaches - Nonwaiver. Neither the failure of Lessor to strictly enforce all of the terms of this Lease or acceptance of rent by Lessor after any breach by Lessee, nor delay on the part of the Lessor to strictly enforce the provisions hereof, shall operate or be deemed a waiver of any rights or remedies accruing by law to Lessor by reason of any subsequent breach. In any legal proceedings instituted by either party for the enforcement of the terms and conditions of the Lease, the successful party shall be reimbursed by the other party for costs, expenses and reasonable attorney's fees which shall be necessarily incurred in such proceedings.

4. Default. If either party should be in default under any of the provisions, terms and conditions of this Lease and such default shall continue to exist after receipt by the defaulting party of thirty (30) days' written notice, the other party may terminate its performance under this Lease without prejudice to its right to recover damages against the defaulting party. In the event that the Lessee is in default the Lessor may, in the payment of rent or due to willful or malicious injury to the leased premises, the Lessor may, with or without the service of notice, declare the Lease to be void and re-enter the premises to expel the Lessee, using such force as may be necessary, without prejudice to any remedies which the Lessor might have to collect arrears of rent.

5. Quiet Possession. The Lessor agrees that upon the payment of the rent and performance of the herein expressed covenants and agreements on the part of the Lessee, the Lessee shall have and enjoy the leased premises and all rights and privileges with respect to the leased premises, its appurtenances and facilities herein granted.

6. Notice. Notices required or advisable under the terms of this Lease shall be communicated in writing by either personal delivery or certified mail to the following named representatives of the parties hereto:

LESSOR: County Administrator  
Eau Claire County  
721 Oxford Avenue, Suite 3520  
Eau Claire, WI. 54703

LESSEE: President  
Eau Claire Curling Club, Inc.  
P. O. Box 1381

7. Modification. This Lease shall not be modified or altered except pursuant to mutual agreement of the parties hereto, executed with the same formality as this instrument.

8. Severability. Should any article or any part of any article of this Agreement be rendered void, invalid, or unenforceable by a court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other article or any part of any article in this Agreement.

9. Alcohol on Premises. No fermented malt or alcoholic beverages shall be consumed on the leased premises, unless the use of all alcoholic or fermented malt beverages is in accord with Chapter 125, Wis. Stats., Chapters 9.80 and 9.90 of the Eau Claire County Code and applicable ordinances of the City of Eau Claire.

10. Unlawful Use of the Premises. The Lessee shall keep and use the premises for the purposes described herein and for no other or any unlawful purpose, whatsoever.

11. Smoking. Chapter 9.60 of the County Code prohibits smoking in all buildings located on the Fair Festival Site.

12. Prohibiting Possessing, Carrying or Bearing Any Firearm or Weapon within County-Owned Building. Both parties acknowledge and agree that Eau Claire County Ordinance § 9.46.010 prohibits persons other than persons exempted by Eau Claire County Ordinance § 9.46.080 (i.e. law enforcement officers) from possessing, carrying or bearing any firearm or weapon within county-owned buildings. Lessee agrees that said prohibition shall be in full force and effect during the lease term and shall pertain to all persons entering the leased premises. Lessee agrees to promptly report any violations of this prohibition to law enforcement personnel. The County agrees to sign the leased premise so as to give reasonable notice of the weapons restriction to all persons entering the leased premises.”

13. Hazardous Waste and Load Limits. No hazardous waste shall be stored in the ice area nor vehicles or equipment exceeding load limits of the concrete slab. The Lessee shall be solely responsible for any damage caused by hazardous waste or vehicles or equipment exceeding load limits from October 1 to April 15 and Lessor is solely responsible from April 15 to October 1.

14. Equipment. The Lessee shall have exclusive use and control of the compressor and associated cooling equipment and ice area heaters and shall be responsible for maintaining the compressor and associated cooling equipment. The Lessee shall pay sixty percent (60%) and the Lessor shall pay forty percent (40%) of the cost of maintaining the ice area heaters. The Lessee shall own the compressor and associated cooling equipment and be responsible for insuring and replacing same.

15. Trophy Case. The Lessee shall be allowed to maintain a trophy case not to exceed two and one-half (2½)feet deep by five (5) feet wide by floor to ceiling in length in the Meeting\Club Room as approved by Lessor.

16. Rental of Facilities. The Lessee shall be considered a non-profit group contracting for facilities other than those listed above and shall be billed according to the non-profit group rates in effect.

17. Address. The address of this facility shall be 5530 Fairview Drive, Eau Claire, Wisconsin, 54701.

18. Integration. This Lease, consisting of eight (8) typewritten pages constitutes the entire agreement of the parties hereto including exhibits and shall supersede all prior written or oral agreements relating to the subject matter hereof.

19. Authority to Enter into Lease. By signing below, the parties affirm and acknowledge that they have read and understand this Lease and its Attachments, if any, consisting of eight (8) typewritten pages; they have authority to enter into this Lease on behalf of the Entity, Corporation, or Lessor they are signing for; they are knowingly, freely, and voluntarily entering into this Lease; and that they accept and agree to be bound by the terms and conditions of this Lease and its Attachments as outlined in this Lease.

**EAU CLAIRE COUNTY, LESSOR**  
**BY:**

Subscribed & sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
KATHRYN A. SCHAUF  
COUNTY ADMINISTRATOR

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**EAU CLAIRE CURLING CLUB, INC.,**  
**LESSEE, BY:**

Subscribed & sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_