



AGENDA

Eau Claire County
Committee on Administration
Tuesday, December 6, 2022, at 6:30 p.m.
Eau Claire County Government Center
721 Oxford Ave., Eau Claire • Room 1301

Join from the meeting link:

<https://eauclairecounty.webex.com/eauclairecounty/j.php?MTID=m5613c97b3e1edc4eb2f3fc0a0c507162>

Join by meeting number:

Meeting number: 2593 785 5372 Password: KMgzmDCy682

Join by phone:

Dial in: 415-655-0001 Access Code: 2593 785 5372

1. Call to Order and confirmation of meeting notice
2. Roll call
3. Public Comment
4. File No. 22-23/077: Resolution authorizing the County Administrator to enter into a parking lot and alley lease between Eau Claire County and the City of Altoona – **Discussion/Action**
5. Adjourn

Prepared by: Samantha Kraegenbrink – Assistant to the County Administrator

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through sign language, interpreters, remote access, or other auxiliary aids. Contact the clerk of the committee or Administration for assistance (715-839-5106). For additional information on ADA requests, contact the County ADA Coordinator at 839-6945, (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.

FACT SHEET

TO FILE NO. 22-23/077

The City of Altoona is interested in entering into a thirty (30) year lease agreement with Eau Claire County for the parking area at the Eau Claire County building in downtown Altoona. The agreement stipulates the parking lot would be open to the general public outside of normal working hours. Pursuant to the lease, the City of Altoona would split the cost of any maintenance to the parking lot. The City of Altoona would also be responsible for any necessary signage required.

Respectfully submitted,

Sharon McIlquham
Corporation Counsel

Parking Lot and Alley Lease Agreement

THIS PARKING LOT AND ALLEY LEASE AGREEMENT (this "*Lease*") is made effective as of the _____ of _____, 2022 (the "*Effective Date*"), by and between Eau Claire County, a Wisconsin municipal corporation ("*County*"), as landlord, and the City of Altoona, a Wisconsin municipal corporation ("*City*"), as tenant.

RECITALS

- A. **WHEREAS**, City needs additional public parking space in its downtown area; and
- B. **WHEREAS**, County owns a parking lot on the property it owns at the southwest corner of the intersection of Spooner and 1st Street West in Altoona, Wisconsin, also known as Tax Parcel 18201-2-270923-420-2020 Altoona, Eau Claire County, Wisconsin ("*Parking Lot 1*"); and
- C. **WHEREAS**, County owns a parking lot in the 1400 block of Spooner Avenue in Altoona, Wisconsin, located on parcel 201200408000, Altoona, Eau Claire County, Wisconsin ("*Parking Lot 2*"); and
- D. **WHEREAS**, County owns a parking lot at 227 1st St W Altoona, Wisconsin, located on parcel 201200401000, Altoona, Eau Claire County, Wisconsin ("*Parking Lot 3*"); and
- E. **WHEREAS**, County also owns a building at 227 1st St. W., Altoona, Wisconsin, located on parcel 201200401000, Altoona, Eau Claire County, Wisconsin ("*Office*"); and
- F. **WHEREAS**, County owns a parcel used as an access alley in the 1400 block of Lynn Avenue in Altoona Wisconsin, located on parcel 201200402000, Altoona, Eau Claire County, Wisconsin (the "*Alley 1*"); and
- G. **WHEREAS**, Wisconsin Statute § 66.0829 provides that a city may rent from a lessor a municipal parking system for the parking of vehicles, including parking lots and other parking facilities; and
- H. **WHEREAS**, Wisconsin Statute § 59.52 (7) provides that a county may cooperate jointly with other municipalities to operate facilities for regional projects; and
- I. **WHEREAS**, County desires to lease Parking Lot 1, Parking Lot 2, Parking Lot 3, and Alley 1 (altogether "*Parking Lots*") to City, and City desires to lease Parking Lots from County, all on the terms and conditions outlined in this Lease.

NOW, THEREFORE, in consideration of the previous Recitals, which are incorporated herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the parties hereto, the parties enter this Lease subject to the following terms and conditions:

1. LEASE OF PARKING LOT. County leases Parking Lot 1, Parking Lot 2, Parking Lot 3, and Alley 1 to City on a nonexclusive basis to be used by the general public for vehicle parking as outlined in Section 2 hereof, and City accepts such lease.

2. USE OF PARKING LOT.

a. **Parking Hours and Restrictions.** The general public shall have nonexclusive use of the Parking Lot for public parking as follows:

i. Restricted Parking. When the Office is open for business, Parking Lot 1, Parking Lot 2, Parking Lot 3, and Alley 1, may only be used for County employee parking and for members of the public conducting business at the Office. The Office's anticipated regular business hours are Monday through Friday from 8 am to 4:30 pm.

ii. After-Hours Parking. When the **Office** is closed for business, the Parking Lot may be used for unrestricted, general public parking.

b. **Signage.** City may erect appropriate signage adjacent to and in Parking Lot 1, Parking Lot 2, Parking Lot 3, and Alley 1 indicating when and where general public parking is allowed. City and County shall mutually agree on the design, size, and location of any such signage, and City shall order and install such signage at City's cost and expense.

c. **Enforcement.** City and County shall jointly endeavor to enforce the parking rights contemplated in this Lease.

d. Notwithstanding anything, County shall not enter into any lease or other agreement which would interfere with City's use of the Parking Lot as contemplated in this Lease, without concurrent written agreement by City.

3. TERM. The term of this Lease shall be thirty (30) years, commencing on the date this Lease is fully executed. The Lease shall renew automatically for thirty (30) year terms ("Renewal Term") without limitation unless City or County provides notice of termination as provided in Section 4.

4. TERMINATION. City or County may terminate this Lease at any time, upon not less than thirty (30) days prior written notice to other party.

5. RENT. As rent for the use of the Parking Lot by City or the general public under this Lease, City shall at its own expense remove, or cause to be removed, litter or other debris from Parking Lot 1, Parking Lot 2, Parking Lot 3, and Alley 1, within a commercially reasonable time. City shall participate in the cost of maintenance, other than snow removal, of the leased space, such cost share to be negotiated in good faith at time maintenance is planned by County.

6. OBLIGATIONS OF CITY.

a. City shall comply with all laws, ordinances, orders, and regulations affecting City's use of the Parking Lot.

b. City may, at its discretion, plow the Parking Lots on weekends and other periods of time during which the Office is closed.

7. OBLIGATIONS OF COUNTY. County shall:

a. Keep and maintain the Parking Lot in good condition and repair, in a safe, clean, and attractive condition, and shall be responsible for continued snow plowing operations.

b. Communicate with City regarding planned maintenance and repair of the leased space, providing City sufficient time to negotiate cost share and budget funds required for City's share of the planned maintenance and/or repair.

c. Not allow the Parking Lot to be used other than as provided in this Lease or for County's business purposes.

d. County shall not be responsible for plowing the Parking Lots on weekends and during other periods of time during which the Office is not open.

8. NOTICE. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) when emailed (read acknowledgment received); or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage pre-paid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given per this provision):

City: City of Altoona
Attn: City Administrator
1303 Lynn Ave.
Altoona, Wisconsin 54720
michaelg@ci.altoona.wi.us

Owner: Eau Claire County
Attn: County Administrator
721 Oxford Avenue
Eau Claire, WI 54703
kathryn.schauf@eauclairecounty.gov

In the event of a change in the agent for notice purposes on the part of either party, said party shall notify the other party of the replacement agent within seven (7) days of the effective date thereof, providing all identifying information to facilitate notices under this provision.

9. ASSIGNMENT AND SUBLEASE. City may not transfer or otherwise assign its interest in this Lease without receiving County's prior written consent. No part of Parking Lot 1, Parking Lot 2, Parking Lot 3, or Alley 1 may be subleased without the written consent of County.

10. EVENTS OF DEFAULT. The following are “*Events of Default*” by a party: The party’s failure to perform any of the party’s obligations or covenants contained in this Lease at the time and in the manner stated, which failure continues for thirty (30) days after written notice of such is received by the party from the other party, provided that if such failure cannot reasonably be corrected within the thirty (30) day period, the party shall not be in default so long as the party promptly commences and continues such actions as are necessary to correct such failure within the earliest reasonable time.

11. COUNTY REPRESENTATIONS. County represents that it is a Wisconsin municipal corporation, organized and empowered under Ch. 59, Wis. Stats., and that its business affairs are represented by and carried out by its duly elected County Board. County further acknowledges that there is no legal impediment to its execution of this Lease or performance of the obligations imposed upon it hereunder.

12. CITY REPRESENTATIONS. City represents that it is a Wisconsin municipal corporation, organized and empowered under Ch. 62, Wis. Stats., and that its business affairs are represented by and carried out by its duly elected common council. City further acknowledges that there is no legal impediment to its execution of this Lease or performance of the obligations imposed upon it hereunder.

13. BINDING TERMS; COVENANTS RUN WITH LAND. All the terms, conditions, limitations, and covenants herein contained or implied by law are covenants running with the land and shall bind, attach and inure to the benefit of City and County and their respective successors and assigns.

14. COUNTERPARTS. This Lease may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

15. RECORDING. This Lease shall not be recorded. The parties shall, however, execute and record a memorandum of this Lease, which will provide a summary of this Lease without reciting all of the terms, but which otherwise gives notice of this Lease. City shall be responsible for any cost associated with recording the memorandum of this Lease.

16. NEGOTIATED PROVISIONS. Notwithstanding the fact that this Lease was initially prepared by City, County acknowledges that: (i) the final version of this Lease was prepared by the joint efforts of City and County; (ii) County has had an opportunity to review this Lease, consult with its attorney, and negotiate the provisions hereof before the execution hereof; (iii) the final version of this Lease is a fair and equitable instrument; and (iv) this Lease shall not be interpreted in favor of or against the party preparing it.

17. TIME IS OF THE ESSENCE. Unless otherwise provided for in this Lease, deadlines for performance and other timing elements are deemed to be of the essence of the Lease and shall be strictly complied with.

18. HEADINGS. The titles to sections and subsections in this Lease are illustrative of the contents thereof only and shall not constitute substantive provisions of this Lease.

19. WAIVER NOT TO IMPLY OTHER OR FURTHER WAIVERS. In the event that any provision contained in this Lease is breached by either party and is waived in writing by the other party, such waiver shall not constitute a waiver of any other or any further provision of this Lease. Any such written waiver shall be limited expressly to the particular breach so waived and shall not be deemed a waiver of any other concurrent or future breach or any continuation of the breach waived therein.

20. RELEASE OF PRIOR ORAL UNDERSTANDINGS AND AGREEMENTS. The execution of this Lease by the parties hereto shall release all prior oral agreements or memoranda of understanding between the parties hereto as to the subject matter hereof.

21. GOVERNING LAW AND VENUE. The laws of the State of Wisconsin shall govern this Lease. The venue for resolving disputes between the parties hereto shall be in the Circuit Court for Eau Claire County, Wisconsin.

22. SEVERABILITY. If any provision of this Lease is determined by a court of law to be invalid or unenforceable, the court may modify that provision to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it may be stricken, and all other provisions of this Lease in all other respects shall remain valid and enforceable.

IN WITNESS WHEREOF, City and County have entered into this Parking Lot Lease Agreement as of the day and year written above.

SIGNATURE PAGE FOLLOWS

CITY:

City of Altoona,

a Wisconsin municipal corporation

By: _____

Brenden Pratt

Its: Mayor

Attest: _____

Cindy Bauer, City Clerk

Owner:

Eau Claire County,

a Wisconsin municipal corporation

By: _____

Nick Smiar

Its: County Board Chairperson

Attest: _____

Sue McDonald, County Clerk

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EXHIBIT A

SITE PLAN

[Attached.]

1 Enrolled No.

RESOLUTION

File No. 22-23/077

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RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A PARKING LOT AND ALLEY LEASE BETWEEN EAU CLAIRE COUNTY AND THE CITY OF ALTOONA

WHEREAS, the City of Altoona wishes to enter into a long term (thirty year) lease for use of the parking lot area at the Eau Claire County building in downtown Altoona; and

WHEREAS, the Parking Lot and Alley Lease agreement, attached to this resolution, stipulates the parking would be open to the general public outside of normal working hours; and

WHEREAS, the City of Altoona would split the cost of any necessary maintenance to the parking lot under the terms of this agreement; and

WHEREAS, the City of Altoona would be responsible for any necessary signage to regarding parking arrangement on a nonexclusive basis to be used by the general public; and

WHEREAS, the term of the lease is 30 years with the option of termination by the City of Altoona or Eau Claire County upon not less than thirty (30) days prior written notice to other party.

NOW, THEREFORE BE IT RESOLVED by the Eau Claire County Board of Supervisors, that the "Parking Lot and Lease" between the City of Altoona and Eau Claire County as attached to this resolution is hereby approved; and

BE IT FURTHER RESOLVED, that the Eau Claire County Board Chair and the Eau Claire County Clerk are hereby authorized to execute the agreement on behalf of Eau Claire County.

ADOPTED

Committee on Administration

VOTE: _____ AYE _____ NAY

SGM/yk