

NOTICE OF PUBLIC MEETING

CITY OF CHIPPEWA FALLS, WISCONSIN

IN ACCORDANCE with the provisions of Chapter 19, Subchapter IV of the Statutes of the State of Wisconsin, notice is hereby given that a public meeting of the:

Board of Public Works: XXX

Reasonable accommodations for participation by individuals with disabilities will be made upon request. Please call 715-726-2736.

Will be held on **Monday, March 7, 2016 at 5:30 P.M. in the City Hall Council Chambers**, Chippewa Falls, Wisconsin. Items of business to be discussed or acted upon at this meeting are shown on the attached Agenda or listed below:

NOTE: If you are a board member and unable to attend this meeting, please contact the Engineering Dept at 726-2736.

1. Approve the minutes of the February 22, 2016 Board of Public Works meeting. *(Attachment)*
2. Consider lease for Family Dollar Parking Lot. Make recommendation to the Common Council. *(Attachment)*
3. Consider bids for Downtown Riverfront Gateway Park – Phase I. Make recommendation to the Common Council. *(Handout)*
4. Adjournment

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE CITY COUNCIL MAY BE PRESENT AT THIS MEETING TO GATHER INFORMATION ABOUT A SUBJECT OVER WHICH THEY HAVE DECISION MAKING RESPONSIBILITY.

Please note that attachments to this agenda may not be final and are subject to change.
This agenda may be amended as it is reviewed.

CERTIFICATION

I hereby certify that a copy of this Notice was placed in the Chippewa Herald mailbox, 1st floor, City Hall and posted on the City Hall Bulletin Board on Tuesday, March 1, 2016 at 12:15 PM by Mary Bowe.

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, FEBRUARY 22, 2016 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, February 22, 2016 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Alderperson Paul Olson. Absent was Darrin Senn. Mark Bassett, Larry Larson and Sue Thomas, representing the Happy Tails Dog Park Board of Directors were also present at the meeting.

1. **Motion** by Rubenzer, seconded by Hoffman to approve the minutes of the January 25, 2016 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**
2. **Motion** by Hoffman, seconded by Rubenzer to move up agenda item #4. **All present voting aye. MOTION CARRIED.**
3. The Board of Public Works considered the attached user agreement with Happy Tails Dog Park, (HTDP). Mark Bassett of HTDP met with Director of Public Works Rubenzer in December of 2015 and then drafted the attached agreement with assistance from the HTDP Board. The HTDP is currently utilizing approximately one acre of City owned land for a small dog area, parking lot and entrance area and approximately 36 acres for the large dog area, (storm pond). The Board reviewed the entire document and suggested changes as marked on the attached document. Director Rubenzer suggested the entire document be reviewed by City Attorney Ferg but especially items 15-21 of the City responsibilities on page 2 of 6 be word-smithed by Attorney Ferg. Mayor Hoffman suggested adding an item that the agreement be reviewed for possible renewal every five years, (item #22).
Motion by Hoffman, seconded by Rubenzer that the attached draft of a user agreement with Happy Tails Dog Park Board be forwarded to City Attorney Ferg for review and opinion and then to the March 1st or March 15, 2016 Common council for consideration. **All present voting aye. MOTION CARRIED.**
4. The Board of Public Works considered options for public alley repair, maintenance and replacement as detailed on the attachment memo. Director of Public Works Rubenzer suggested that public input be solicited before considering turning maintenance and snow removal responsibilities over to adjacent property owners. After discussing the alternatives;
Motion by Olson, seconded by Hoffman to direct the Engineering Department to rate the surface conditions for the approximately 17 miles of City of Chippewa Falls public alleys. **All present voting aye. MOTION CARRIED.**
5. The Board of Public Works considered the attached agreement with S.E.H. for parking lot design in the new Downtown Entrance Park. Parking was originally intended to be on street and in the new lots on the Northwest and Northeast corners of the Bridge Street/River Street intersection. As the design was progressing, a need for public parking

Please note, these are draft minutes and may be amended until approved by the Common Council.

in the vicinity of Bay, Island and River Street was demonstrated. Eight options were considered. The option chosen was #2 at an estimated price cost of \$171,160. Funding for this design and parking lot will be included in the Phase I construction.

Motion by Olson, seconded by Hoffman to recommend the Common Council approve the attached agreement with S.E.H. for parking lot design at the Downtown Entrance Park in an amount not to exceed \$18,000 and to authorize Mayor Hoffman to execute the said agreement. **All present voting aye. MOTION CARRIED.**

6. The Board considered the attached bid proposal summary for the 2016 Glen Loch Dam Inspection. Director of Public Works Rubenzer noted that only two proposals had been received but that Ayres had performed the 2012 and 2014 inspections and had done a fine job. Mr. Olson asked about when extra budgeted money would be spent. Director of Public Works Rubenzer responded that a draw down valve repair was necessary and that is what the funding would be earmarked for.

Motion by Olson, seconded by Rubenzer to recommend the Common Council accept the low bid proposal of Ayres Associated Inc. for the 2016 Glen Loch Dam Inspection and award the project to Ayres for an amount of \$1,200. In addition to authorize Mayor Hoffman to execute the document. **All present voting aye. MOTION CARRIED.**

7. Director of Public Works Rubenzer presented the attached agreement with Ayres Associates Inc. for annual groundwater sampling, analysis and inspection at the Nelson Road landfill. He noted the sampling, analyzing and reporting was done twice per year, usually in March/April and October/November and included eleven wells onsite at the landfill and also for four private residential wells located in close proximity to the landfill.

Motion by Rubenzer, seconded by Hoffman to recommend the Common Council accept the low bid proposal of Ayres Associate Inc. for the annual groundwater sampling, analysis and inspection at the Nelson Road landfill. In addition to authorize Mayor Hoffman to execute the document. **All present voting aye. MOTION CARRIED.**

8. The bid letting for the Downtown Entrance Park Phase I project was delayed for two weeks so no bids were presented. **No action taken.**

9. **Motion** by Olson, seconded by Rubenzer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:40 P.M.


Richard J. Rubenzer, PE
Secretary, Board of Public Works

PARKING LOT LEASE

THIS PARKING LOT LEASE (the "Lease") is made and entered into as of the _____ day of January, 2016, by and between TRL Kenosha, LLC ("Landlord") and the City of Chippewa Falls ("Tenant").

RECITALS:

A. Landlord owns certain real property (the "Property") commonly known as 25 W. Central Street, Chippewa Falls, Wisconsin, which contains a retail building (the "Building") occupied by Family Dollar Stores of Wisconsin, Inc. (the "Retailer") and a parking field that serves the Building (the "Parking field"). The Property is legally described on Exhibit A attached hereto; the Parking Field is depicted on the Site Plan attached hereto as Exhibit B.

B. Tenant desires to Lease from Landlord, and Landlord desires to Lease to Tenant, on a non-exclusive basis, the Parking Field in accordance with the terms and conditions of this Lease.

NOW THEREFORE, Landlord and Tenant, in consideration of the mutual agreements set forth herein, do hereby promise, covenant and agree as follows:

1. Premises. Landlord hereby leases to Tenant the non-exclusive right in common with the Retailer and Landlord, the use of the Parking Field for passenger vehicle use. Tenant may permit members of the general public to use the Parking Field for such purposes but shall not unreasonably interfere with the Retailer's use thereof. Tenant shall prohibit its employees, agents and contractors from using the Parking Field except in connection with their patronage of the Retailer's business establishment. Tenant accepts the Premises in its existing "As-Is, Where-Is" condition, without any obligation on Landlord's part to do any work, repair any conditions, or make any improvements or modifications thereto.

2. Term. The Term of this Lease shall be for a period of approximately ten (10) years expiring at 11:59 p.m. on December 31, 2026.

3. Maintenance and Repairs. Tenant shall perform all maintenance, repairs and replacements to the Premises as needed to maintain the Premises in a first-class condition including but not limited to landscaping, snow and ice removal, trash and debris removal, pavement repairs and replacements, and all other matters. Tenant shall keep the Parking Field lit from dusk until dawn at all times during the Term. All of Tenant's obligations hereunder shall be at Tenant's sole cost and expense.

4. Rent. In consideration of Tenant's obligations under Section 3, above, Tenant shall not be required to pay rent for the use of the Premises hereunder.

5. Signage. Tenant shall not install any signage or meters in or about the Premises. Landlord or Retailer may install signage on the Premises provided such signage is consistent with the Tenant's rights under this Lease. Notwithstanding the foregoing, Landlord or Retailer

may identify up to five (5) parking stalls for the exclusive use of the Retailer or others that either may designate.

6. Liability of Landlord. Landlord shall not have any liability for, and Tenant waives all claims against Landlord for damage to person or properties sustained by Tenant or Tenant's employees, agents, invitees, Tenants or any other person resulting from the Tenant's use of the Premises or any part thereof or anything adjacent or appurtenant thereto becoming out of repair, or resulting from any accident in or about the Premises.

7. Indemnification of Landlord. Tenant shall hold Landlord harmless from and defend Landlord against any and all claims or liability for any injury or damage to any person or property whatsoever arising out of or resulting from Tenant's use and occupancy of the Premises, or any equipment therein or appurtenances thereto.

8. Default. Should Tenant remain in default hereunder for five (5) days after notice of such default from Landlord, Landlord may, in addition to all other rights or remedies available at law or equity repossess the Premises without notice and remove all persons and property therefrom and declare this Lease terminated. The remedies to which Landlord may resort under this Lease are cumulative and are not intended to be exclusive of any other remedy to which Landlord may be entitled by law or equity. The failure of Landlord to insist in anyone or more cases on strict performance of any provision of this Lease or exercise any right herein contained shall not constitute a waiver in the future of such right. Acceptance by Landlord of Minimum Rent or other payment or acceptance of performance required hereby with knowledge of a breach by Tenant of any provision thereof shall not constitute a waiver of such breach, nor shall any acceptance of Minimum Rent or other payment in a lesser amount than herein provided for operate or be construed in any other manner than as payment on account of the earliest rent or other charge then unpaid by Tenant.

9. Assignment. Tenant shall not assign or Lease any part or all of the Premises, without Landlord's prior written consent, which consent may be withheld, in Landlord's sole discretion.

10. Surrender of Premises. Upon termination of this Lease either by lapse of time or otherwise, Tenant shall surrender to Landlord the Premises in its present condition and repair, reasonable wear and tear, and casualty or condemnation excepted. If Tenant shall fail to vacate the Premises at the end of the term of this Lease, Tenant shall be responsible for all damages Landlord incurs as a result of such holding over. Such damages shall at a minimum be equal to two (2) times the Minimum Rent due hereunder for each day that Tenant is in the Premises after the termination of this Lease.

11. Notice. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if hand delivered or sent by registered or certified mail to Tenant at the Leased Premises, and Landlord at the place designated by Landlord for payment of all amounts due to Landlord hereunder. Either party may in writing designate a different address to which notices shall subsequently be sent. Notices given in accordance with the provisions of this Paragraph shall be deemed received when mailed.

12. Prior Agreements. This Lease contains all of the agreements of the parties hereto and no prior agreements or understandings, written or oral shall be effective for any purpose. No provision of this Lease may be amended or added to accept by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

13. Partial Invalidity. The invalidity or unenforceability of any provision herein will not render invalid or unenforceable any other provision.


14. Wisconsin Law. This Lease will be governed by and construed in accordance with the laws of the State of Wisconsin.

15. Successors and Assigns. The terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the Landlord and Tenant, and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

LANDLORD:

TRL Kenosha, LLC

By:  _____
Jason Ladner, it Manager

TENANT:

City of Chippewa Falls

By: _____
Name: _____
Its: _____

Exhibit A

Legal Description of Property

Lots 2 and 3, Block 21, Original Plat of the City of Chippewa Falls, including vacated portion of Central Street adjoining, City of Chippewa Falls, County of Chippewa, State of Wisconsin.

Tax Key No.: 211-132 (228080641-60012102)

Address: 25 West Central Street

Exhibit B

Site Plan

