

AGENDA  
CITY OF HARTFORD  
PUBLIC WORKS COMMITTEE  
CITY HALL COUNCIL CHAMBERS  
TUESDAY, MAY 28, 2019  
5:45 P.M.

**THE PUBLIC WORKS COMMITTEE TO MEET AT THE REAR OF CITY HALL AT 5:45 PM FOR A TOUR OF VARIOUS MUNICIPAL SITES. THE COMMITTEE WILL THEN RECONVENE IN THE COMMON COUNCIL CHAMBERS FOR THE REMAINDER OF ITS AGENDA. ALL ALDERPERSONS WELCOME TO ACCOMPANY THE COMMITTEE.**

1. Call to order.
2. Roll call.
3. Public comment period.
4. Discussion and consideration of approving a Parking Agreement between the City of Hartford and Hartford Hotel Group, LLC. (Executive Summary attached)
5. Discussion and consideration of approving a Parking Easement between the City of Hartford and Thomas J Masters. (Executive Summary attached)
6. Adjournment

**NOTE:** "PERSONS WITH DISABILITIES REQUIRING SPECIAL ACCOMMODATIONS FOR ATTENDANCE AT THE MEETING SHOULD CONTACT THE CITY CLERK AT LEAST ONE (1) BUSINESS DAY PRIOR TO THE MEETING."

"MEMBERS OF THE COMMON COUNCIL MAY ATTEND THE ABOVE MEETING. PURSUANT TO STATE EX REL. BADKE V. GREENDALE VILLAGE BOARD; 173 WIS 2D 553, 494 N.W. 2D 408 (1993) SUCH ATTENDANCE MAY BE CONSIDERED A MEETING OF THE COMMON COUNCIL. THIS NOTICE IS GIVEN SO THAT MEMBERS OF THE COMMON COUNCIL MAY ATTEND THE MEETING WITHOUT VIOLATING THE OPEN MEETING LAW."

**EXECUTIVE SUMMARY**

**TITLE:** New Municipal Parking Lot Agreements

**BACKGROUND:**

In Fall 2018, local merchants requested the City review the downtown parking shortage. We reviewed where additional parking would be available and yet convenient for downtown patrons. A location was found for additional parking at the corner of Mill and Park Ave. The owner of said property was made an offer and accepted the offer to sell the property.

The Cobblestone Hotel and Mine Shaft Restaurant, along with the Hartford BID agreed verbally to help finance the conversion of this residential property into a municipal parking lot. The attached agreements solidify this partnership.

**RECOMMENDATION:**

Staff recommends the approval of the agreements with the three parties to improve downtown parking.

**FINANCIAL IMPACT:**

The net estimated total cost of the project to the City is \$193,000 after all reimbursements collected from the three other parties. These funds would come from the originally allocated \$1,000,000 the City approved for downtown improvements in 2015.

PREPARED BY:  DATE: 5-22-19  
Steve Volkert, City Administrator

REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Dawn Timm, Finance Director

REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ian Prust, City Attorney

Committee Routing:	Public Works	May 28 <sup>th</sup> , 2019
	Personnel & Finance	June 11 <sup>th</sup> , 2019
	Common Council	June 11 <sup>th</sup> , 2019

## Parking Agreement

This Parking Agreement shall be by and between the City of Hartford, a municipal corporation of the State of Wisconsin located in Washington County ("City"), and Hartford Hotel Group, LLC, a Wisconsin limited liability company ("Cobblestone").

### WITNESSETH:

**WHEREAS**, the City and Cobblestone have entered into a Real Estate Improvement Agreement to create a parking lot on property located at 30 Mill Street, Hartford, WI (the "Parking Property"), and

**WHEREAS**, the parties hereto wish to guarantee overnight parking for Cobblestone on the Parking Property.

**NOW, THEREFORE**, in consideration of the above recitals and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Compliance with Real Estate Improvement Agreement.** The terms of the Real Estate Improvement Agreement executed by the City, Cobblestone, the City of Hartford Business Improvement District, and Thomas J. Masters, are incorporated herein by reference.
2. **Regulation of Parking Property.** Except as otherwise provided in paragraph 3 below, City shall have full control over the regulation of the Parking Property, including institution restrictions on the duration of parking and restricting parking overnight.
3. **Provision of Parking Permits.** The parties agree that City shall provide Cobblestone with access to eight (8) parking permits to be used on the Parking Property at no cost to Cobblestone or the guests of the Cobblestone Hotel & Suites ("Hotel") which is adjacent to the Parking Property. The parking permits shall permit parking on the Parking Property, and to the extent allowed under the terms of the Real Estate Improvement Agreement the property located at 52 E. Sumner St. Notwithstanding paragraph 2 above, the parking permits shall allow registered guest of the Hotel to park for the duration of their stay at the Hotel, which City acknowledges includes overnight parking. All parking shall be non-exclusive and shall be available on a first-come, first served basis.
4. **Special Event Parking.** The number of permits available for parking may be expanded on a temporary basis for special events. Any request for special event parking shall be forwarded to the City Administrator for

approval. The City Administrator shall have the authority to determine whether to grant the request and to determine the number and duration of the special event parking.

5. **Entire Agreement.** This Agreement, including the Parking Easement Agreement, sets forth the entire agreement of the parties covering the subject matter hereof and supersedes all prior agreements, understandings, and conditions whether oral or written relating to the subject matter hereof.
6. **Amendments.** This Agreement may not be changed, modified or terminated, except by an instrument executed by both parties hereto. No oral revisions, modifications or amendments shall be effective to revise, modify, amend or waive any terms or conditions of this Agreement.
7. **Waiver.** No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
8. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
9. **Headings.** The headings of the various paragraphs of this Agreement have been inserted only for the purpose of convenience, and are not part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.
10. **Successors; Assigns.** This Agreement shall apply and be binding upon the heirs, executors, administrators, successors, and permitted assigns of the respective parties. In the event of the dissolution of the BID, the City shall be considered the successor of the BID for purposes of this agreement
11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement. Parties agree that facsimile signatures, electronic signatures, electronic delivery (pdf or similar imaging) or otherwise electronic transmission shall be acceptable

in lieu of originals and given the same force and effect for all purposes, including enforcement, as an original manually executed and delivered Agreement

- 12. **Gender and Number**. Any word herein which is expressed in the masculine or neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural number shall be deemed, whenever appropriate in the context, to include the singular and the plural.
  
- 13. **Governing Law**. This Agreement shall be governed by the laws of the State of Wisconsin without reference to principles of conflict of law.

**City of Hartford By:**

\_\_\_\_\_  
Timothy C. Michalak, Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Hetzel, Clerk  
Date: \_\_\_\_\_

**Hartford Hotel Group, LLC By:**

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

**EXECUTIVE SUMMARY**

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Steve Volkert, City Administrator

REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
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Committee Routing:	Public Works	May 28 <sup>th</sup> , 2019
	Personnel & Finance	June 11 <sup>th</sup> , 2019
	Common Council	June 11 <sup>th</sup> , 2019

## PARKING EASEMENT AGREEMENT

THIS **PARKING EASEMENT AGREEMENT** (hereinafter "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **CITY OF HARTFORD**, a municipal corporation of the State of Wisconsin located in Washington County ("City") and the **Thomas J. Masters.**, an individual person ("Masters").

### RECITALS

1. Masters is the owner in fee simple of that certain real property situated in the City of Hartford, County of Washington, State of Wisconsin, which property is more particularly described as set forth on Exhibit A (hereinafter "Parking Property").
2. The City and Masters have agreed to establish certain easements and agreements running with Parking Property.

### AGREEMENT

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Grant of Public Parking Easement.** Masters grants to City and its successors and assigns, for the benefit of the public, a non-exclusive parking easement providing continuous, uninterrupted access for public parking on the Parking Property, which shall be governed by City Ordinances and written agreement. This Easement shall continue for a period of ten (10) years from the date of this Agreement (the "Easement Period"). After the Easement Period, this Agreement shall continue in full force and effect, but may be terminated by either party by giving 180 day written notice.

**2. Routine Maintenance.** The parties acknowledge that, following the initial construction of the parking lot, City shall be solely responsible for routine maintenance of the easement area including, but not limited to, snow and ice removal and asphalt repair.

**3. Notices.** Any notice provided under this agreement shall be deemed given upon personal service, e-mail transmission, or within two days after mailing by certified mail to the following addresses (or such other addresses as may be provided by notice to the other party) delivered by certified mail:

Masters: Thomas J. Masters

City: Administrator City of Hartford

109 N. Main Street  
Hartford, WI 53027  
E-Mail:

**4. Running of Benefits and Burdens.** All provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of the parties hereto, their respective successors or assigns.

**5. Modifications.** No agreement shall be effective to add, change, modify, waive or discharge this Agreement in whole or in part unless such agreement is in writing and signed by the City and owner of the Parking Property at the time for entering into such agreement.

**6. Waiver and Construction.** No waiver of any default by any party hereto shall be implied from any omission by the other party hereto to take any action in respect to such default if such default continues or is repeated. One or more waivers of any default in the performance of any term, provision or covenant of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant, or any other term, provision or covenant of this Agreement. The singular number includes the plural and the masculine gender includes the feminine and neuter. If any provision of this Agreement be declared invalid or unenforceable by a legislative, administrative or judicial body of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and shall be unaffected by same. If any provision herein shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**7. Enforcement.** The parties agree that any violation of this Agreement may be restrained by injunction and any violation or threatened violation of any term, condition or obligation set forth in this Agreement and that each of the terms, conditions and obligations shall be subject to an action for specific performance (except where the payment of money is required by this Agreement), it being agreed by all parties that an action for damages would not be an adequate remedy for breach of this Agreement.

**8. Cumulative Remedies.** All rights, remedies and recourses under this Agreement or otherwise are separate and cumulative and may be pursued separately, successively or concurrently, are nonexclusive in the exercise of any one or more of them and shall in no way limit or prejudice any other legal or equitable right, remedy or recourse to which any party may be entitled.

**9. Authority.** All parties hereby represent and warrant that the person signing on behalf of the party has the authority to enter into this Agreement and that it has read and understands the effect of all the terms and conditions of the Agreement.





The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, by Thomas J. Masters, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Washington County, WI  
My commission: \_\_\_\_\_

This instrument was drafted by Attorney Ian Prust, O'Meara Law Firm, LLC.