

CITY OF ONALASKA MEETING NOTICE

COMMITTEE/BOARD: Parks & Recreation Board

DATE OF MEETING: November 23, 2015 (Monday)

PLACE OF MEETING: 415 Main St. (Room 112)

TIME OF MEETING: 5:15 P.M.

PURPOSE OF MEETING

1. Call to Order and roll call.
2. Approval of minutes from the previous meeting.
3. Public Input (Limited to 3 minutes/individual)
Consideration and possible action on the following items:
4. Approve **Resolution 37 -2015** To Appoint Staff Foresters and Park Board Designee for City Forestry Needs Under Wisconsin Statutes §27.09
5. Request by Luther High School to use Omni Center as a pickup point in the event of an emergency at their school.
6. Approve Grazing Land Lease with Clearwater Farms
7. Authorization to apply for grants to assist with tree purchase and removal from within City Parks
 - a. Paul E Stry Foundation
 - b. Coulee Partners for Sustainability
8. Report from Onalaska Enhancement Foundation
9. Report from Great River Landing Committee
10. Director's Report
 - a. Parks Update
 - b. Recreation Update
 - c. Aquatic Center Update
 - d. Omni Center Update

Adjournment

PLEASE TAKE FURTHER NOTICE that members of the Common Council of the City of Onalaska who do not serve on the Board may attend this meeting to gather information about a subject over which they have decision making responsibility.

Therefore, further notice is hereby given that the above meeting may constitute a meeting of the Common Council and is hereby noticed as such, even though it is not contemplated that the Common Council will take any formal action at this meeting.

NOTICES MAILED TO:

Mayor Joe Chilsen	*Gretchen Newhouse
*Ald. Jim Binash	*Andrea Benco
Ald. Jim Olson	*Brian Udermann
Ald. Jim Bialecki	*Victor Hill – Vice Chair
Ald. Barry Blomquist	*Andrea Vogler
Ald. Harvey Bertrand	*Sue Peterson - Chair
Ald. Bob Muth	
City Attorney	Dept Heads
La Crosse Tribune	Charter Com.
Onalaska Community Life	
WIZM WKTY WLXR WKBH	
WLSU WKBT WXOW	Onalaska Public Library
*Committee Members	

Notices Posted and Mailed: 11-18-15

In compliance with the Americans with Disabilities Act of 1990, the City of Onalaska will provide reasonable accommodations to qualified individuals with a disability to ensure equal access to public meetings provided notification is given to the City Clerk within seventy-two (72) hours prior to the public meeting and that the requested accommodation does not create an undue hardship for the City.

**PARKS AND RECREATION
RESOLUTION 37-2015**

**RESOLUTION TO APPOINT STAFF FORESTERS AND
PARK BOARD DESIGNEE FOR CITY FORESTRY NEEDS UNDER WIS. STAT. §27.09**

WHEREAS, the City of Onalaska Parks and Recreation Board may appoint a municipal designee pursuant to §27.09 to act as the City Forester; and

WHEREAS, the City's forestry needs are largely divided between those in which exist in public parks and areas and those that exist in public right-of-ways and private property and

WHEREAS, the Parks and Recreation Board recognizes that certain duties vested under §27.09 as it relates to trees within public-right-ways may be better managed by the Board of Public Works; and

WHEREAS, in order to better manage trees within the City of Onalaska, the Parks and Recreation Board desires to appoint the Board of Public Works as its designee under Chapter 4 of Title 6 of the City Ordinances as it relates to trees in the City's Right of Ways; and

WHEREAS, the Parks and Recreation Board desire to appoint a Staff Forester to act as City Forester pursuant to §27.09 of the Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED, by the Parks and Recreation Board of the City of Onalaska;

Director of Parks and Recreation shall be the City of Onalaska Staff Forester for purposes of the management of trees under Wis. Stat. §27.09 located in City of Onalaska green spaces, parks and recreational areas.

Director of Public Works shall be the City of Onalaska Staff Forester for purposes of the management of trees under Wis. Stat. §27.09 located in City of Onalaska right-of-ways and on private property.

The Board of Public Works shall have oversight as designee of the Parks and Recreation Board of the City of Onalaska with respect to all trees and for the management of all trees under City of Onalaska Ordinances, Title 6, Chapter 4 related to trees in the City of Onalaska right-of-ways and on private property.

Dated this 23rd day of November 2015.

PARKS AND RECREATION BOARD

By: _____
Sue Peterson, Chair

PASSED:
APPROVED:
PUBLISHED:

Eklund, Elizabeth

From: Wick, Dan
Sent: Wednesday, November 18, 2015 4:17 PM
To: Eklund, Elizabeth
Subject: FW: Luther High Request
Attachments: ALICE Overview.docx; ALICE Details.docx; ALTRA Rally Point Request.docx

From: Wichmann, Paul [mailto:wichpaul@luther.k12.wi.us]
Sent: Monday, November 02, 2015 7:42 PM
To: Wick, Dan
Subject: Luther High Request

Dan,

Luther High School, in consultation with the Onalaska Police Department, is developing a safety plan to address an armed intruder incident. We are following the protocol outlined in the ALICE program. I have attached information about the ALICE program. Also attached is a letter to ALTRA Credit Union. In the event we would be faced with this type of emergency we are seeking permission from ALTRA Credit Union on Oak Forest Drive to serve as a place of refuge. Students and staff would subsequently be transported by bus to the Onalaska Omni Center. This would provide parents a safe pick up point. Luther High's formal request is that Onalaska's Omni Center could serve in that capacity.

Should additional information or clarification be needed, I welcome the opportunity to be of assistance.

Thank you for considering Luther High's request.

Sincerely,
Paul Wichmann
Luther High School Principal

GRAZING LAND LEASE

THIS INDENTURE, made and entered into as of the 1st day of December, 2015, by and between City of Onalaska, hereinafter referred to as the "Lessor", and Clearwater Farm Foundation Inc., hereinafter referred to as the "Lessee".

WITNESSETH:

That in consideration of the mutual covenants, promises and agreements herein contained, said parties hereto do hereby covenant, promise, and agree to and with each other as follows:

1. LEASE OF PREMISES.

(a) Real Estate. The Lessor does hereby demise and lease and let unto the Lessee the land legally described on attached Exhibit "A".

(b) Use of Premises. Lessee may only use the premises for the grazing of cattle during the term of this lease.

2. TERM.

(a) The term of this Lease shall commence on the date set forth above and continue thereafter until December 31, 2017 at which time the Lease shall expire.

(b) Lessor may elect to terminate the lease at anytime upon thirty days written notice to the Lessee.

3. RENTAL. The Lessee agrees to pay _____ (\$_____) per month for the property as the rental obligation of Lessee during the term of this lease.

4. INSURANCE AND INDEMNITY.

As additional rent:

(a) The Lessee shall, throughout the term of this Lease, at its own cost and expense, procure and maintain insurance which covers the Leased Premises against fire and wind, and storm damage and such other risks as may be included in the broadest form of extended coverage insurance as may be from time to time available in amounts determined sufficient by the Lessor. Such policy or policies shall name the Lessor as loss Payee and additional insured; and, Lessee shall furnish proof of insurance, shall include Lessor as loss payee, and additional insured on policies and shall continue to provide Lessor with proof of maintenance of such insurance on a yearly basis. Specifically, the City of Onalaska and its officers, council members, agents, employees and authorized volunteers shall be named as additional insured and the Lessee shall file a copy of the Certificate of Insurance evidencing the coverage provided by this Agreement prior to execution of this Agreement.

(b) The Lessee agrees to procure and maintain, at the Lessee's own expense, policies of insurance insuring the Lessee's use and occupancy of said Leased Premises or equipment, and insuring Lessor and Lessee from all claims, demands or actions made by or on behalf of any person or persons, firm or corporation and arising from, related to or connected with the Leased Premises or equipment, for bodily injury to or personal injury to or death of any person, or more than one (1) person, or for damage to property in an amount of not less than \$1,000,000.00 combined single limit per occurrence/aggregate. Said insurance shall be written on an "occurrence" basis and not on a "claims made" basis. If at any time during the term of this Lease, Lessee owns or rents more than one location, its liability policy shall contain an endorsement to the effect that the aggregate limit in the policy shall apply separately to each location owned or rented by Lessee. Lessor shall have the right, exercisable

by giving notice thereof to Lessee, to require Lessee to increase such limit if, in Lessor's judgment, the amount thereof is insufficient to protect Lessor and Lessee from judgments which might result from such claims, demands or actions. Said insurance shall also fully cover the indemnity and hold harmless set forth in Subparagraph (d) of this Paragraph. The City of Onalaska and its officers, council members, agents, employees and authorized volunteers shall be named as additional insured on such policies and the Lessee shall file a copy of the Certificate of Insurance evidencing the coverage provided by this Agreement prior to execution of this Agreement.

(c) The Lessee shall provide the Lessor with copies of any and all policies. Whenever (i) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties of this Lease, or anyone claiming by, through, or under it in connection with the Leased Premises, and (ii) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense or is required under this Lease to be so insured, then the party so insured or so required hereby releases the other party from any liability said other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance or which could have been recovered had such insurance been carried as so required, and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof, except that in the case of increased cost, the other party shall have the right, with fifteen (15) days following written notice, to pay such increased cost, thereby

keeping such release and waiver in full force and effect.

(d) The Lessee shall defend, indemnify, and hold the Lessor harmless against any and all claims, damages and lawsuits arising after the commencement date of this Lease, and any orders, decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person or property or from loss of life sustained in or about the Leased Premises or as a result of the Lessee's possession or use of the equipment, and the Lessee agrees to save the Lessor harmless from, and indemnify the Lessor against, any and all injury, loss, or damage, or claim for injury, loss or damage, of whatever nature, to any person or property caused by, or resulting from any act, omission or negligence of the lessee or any employee or agent of the Lessee. In addition, the Lessor shall be exempt from any and all liability for any damage or injury to persons or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting or arising from any cause or happening whatsoever, and the Lessee shall defend, indemnify, and hold the Lessor harmless therefrom.

(e) The Lessee agrees that the Lessor shall have no obligation or liability to insure against any loss or damage in respect of the inventory or parts, accessories or property, including animals owned, stored or held by the Lessee in or upon the leased premises, and the Lessee agrees to save the Lessor harmless from, and indemnify the Lessor against, any and all loss or damage, or claim for injury, of any matter, in respect of the said inventory, accessories and property which may arise during the term of this Lease.

5. CONDITION OF THE PREMISES.

(a) The Lessee has examined and knows the condition of the Leased Property, and has received the same in good order and repair, and no representations as to the condition or repair thereof have been made by the Lessor or any agent or employee of said Lessor, prior to, or at the execution of this Lease. The Lessee agrees that at the expiration or termination of this Lease the Lessee shall leave said property in good condition, ordinary wear and tear being excepted.

6. REPAIRS AND MAINTENANCE.

(a) The Lessee covenants and agrees to keep and maintain in good order, condition and repair the interior and exterior of the entire Leased Premises during the term of the Lease, and further agrees that the Lessor shall be under no obligation to make any repairs or perform any maintenance to the Leased Premises. The Lessee covenants and agrees that it shall be responsible for all repairs, alterations or maintenance, including replacement if necessary of heating, ventilating and air-conditioning equipment. Lessee shall be responsible for maintenance for the entire Leased Premises regardless of whether the entire area is used for grazing, including maintenance of any buffer zones between any fences which may be constructed and the City's sidewalks or wetlands, as may be designated by the City.

(b) If the Lessee refuses or neglects to commence or complete repairs promptly and adequately, the Lessor may, but shall not be required to, do so and the Lessee shall pay the cost thereof to Lessor upon demand. It is understood that the intention of the parties hereto is that the Lessee shall pay all expenses of maintenance and repair during the term of this Lease. The Lessee further covenants and agrees not to permit alterations of or upon any part of the Leased Premises except by and with the prior consent of the Lessor. All

alterations and additions to said premises shall be made in accordance with all applicable laws and shall remain for the benefit of the Lessor unless otherwise provided in the said consent; and the Lessee further agrees, in the event of making such alterations as herein provided, to indemnify and save harmless the Lessor from all expense, liens, claims or damages to either person or property or the Leased Premises arising out of or resulting from the undertaking or making of said alterations or additions.

7. ALTERATIONS AND IMPROVEMENTS.

(a) Lessee shall not make any alterations in or additions to the Leased Premises, or make any contracts therefor, without first procuring the Lessor's written consent. Lessee shall be responsible for the cost, setup and maintenance and removal of any additional fencing needed, except that Lessor shall have the right to request that any additional fencing be left upon termination of the Lease.

(b) All alterations, additions and improvements and fixtures (other than Lessee's movable office equipment), shall be the property of Lessor, and shall remain upon and be surrendered with the demised premises as a part thereof, without disturbance, molestation, or injury, at the termination of this Lease, whether by the lapse of time or otherwise, all without compensation or credit to Lessee. Lessee may remove all personal property, and other movable office equipment upon termination of the Lease, provided that the premises are left in a good state of repair, allowance being made for ordinary wear and tear.

9. COMPLIANCE WITH LAWS AND REGULATIONS. The Lessee will comply with all statutes, ordinances, rules, orders, regulations and requirements of all federal, state, city

and local governments, and with all rules, orders and regulations of the applicable Board of Fire Underwriters.

10. LESSOR NOT LIABLE TO LESSEE FOR DAMAGES.

(a) The Lessor shall not be liable for any damage alleged or caused by failure to keep the leased premises in repair, and shall not be liable for any damage alleged or caused by or from plumbing, gas, water, steam or other pipes, or sewerage, or the bursting, leaking, or running of any cistern, tank, washstand, water closet or waste pipe, in, above, upon or about the Lease Premises, nor for damage occasioned by water, snow or ice being upon or coming through the roof, skylight, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

11. DEFAULT AND REMEDIES.

(a) If the Lessee defaults in the payment of the rent or breaches any of the provisions, covenants or conditions in this Lease, then the Lessor shall have the unequivocal and categorical right to declare this Lease terminated by giving written notice to the Lessee. If the Lessee fails to correct the default within fifteen (15) days after written notice is mailed to the Lessee at the Leased Premises, then this Lease shall terminate and the Lessor shall have the right, with or without process of law, to expel, remove and put out, using such force as may be necessary so to do, any person occupying the Leased Premises. The Lessor shall then have the right to occupy or use the premises without prejudice to any remedies to recover rental arrearage or other remedies.

(b) In the event this Lease is terminated because of the Lessee's noncompliance with or breach of this Lease, then the Lessor may, at its option, relet the

Leased Premises as the agent of the Lessee, and the Lessee shall pay the Lessor the difference between the rent reserved under this Lease for the portion of the term remaining from the date of the breach, and the amount received by the Lessor under the reletting. The Lessee and Lessor each hereby waives all right to trial by jury in any proceeding hereafter instituted by either of them against the other in respect to the Leased Premises and further each of them hereby waives all right to jury trial in any other action brought by either of them against the other arising out of this Lease.

12. QUIET POSSESSION. The Lessor covenants that the Lessee, on paying the rent above stipulated and performing the covenants and conditions of this Lease, shall have, hold and enjoy the Leased Premises free from molestation, eviction or disturbance by the Lessor, or by any other person or persons lawfully claiming the same, and that the Lessor has good right to make this Lease for the full term hereby granted.

13. SUBLEASING OR ASSIGNMENT. The Lessee may not sublease all or part, of its interest in this Lease or the term hereof, without the prior consent of the Lessor.

14. MISCELLANEOUS PROVISIONS.

(a) Unless otherwise required by law, all written notices shall be given by certified mail. Notices to the Lessor shall be addressed to the person and address at which rent has been last paid. Notices to the Lessee shall be addressed to the Lessee at the Leased Premises. The Lessor and the Lessee may, from time to time, change these addresses by notifying each other of this change in writing.

(b) The terms, conditions and covenants contained in this Lease and any riders and plans attached hereto shall bind and inure to the benefits of the Lessor and the

Lessee and their respective successors, heirs and legal representatives and assigns.

(c) This Lease shall be governed by and construed under the laws of the State of Wisconsin.

(d) In the event that any provision of this Lease shall be held invalid or unenforceable, no other provision of this Lease shall be affected by such holding, and all of the remaining provisions of this Lease shall continue in full force and effect pursuant to the terms thereof.

(e) The paragraph captions are inserted only for convenience and reference, and are not intended, in any way, to define, limit, or describe the scope, intent and language of this Lease or its provisions.

(f) This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

(g) This Lease may be executed in any number of counterparts with the same effect as if all parties executed a single instrument.

(h) A short form of this Lease in recordable form may be requested by either the Lessor or Lessee for recording their respective interest in said Lease, and each party agrees to execute such "Short Form of Lease" at the request of the other party hereto.

IN WITNESS WHEREOF, the Lessor and Lessee have respectively signed and sealed this Lease as of the day and year first above written at _____, Wisconsin.

LESSOR:

CITY OF ONALASKA

By: _____

Name: Joe Chilsen

Title: Mayor

By: _____

Name: Caroline Burmaster

Title: City Clerk

LESSEE:

CLEARWATER FARM
FOUNDATION INC.

By: _____

Name:

Title:

EXHIBIT A
To Lease