

# CITY OF ONALASKA MEETING NOTICE

**COMMITTEE/BOARD:** Parks & Recreation Board

**DATE OF MEETING:** January 25, 2016 (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. Election of Chairperson
5. Approve Grazing Land Lease with Clearwater Farms
6. Approve 2016 Spring Summer Activity Guide printing – proposal deadline is 1/25/16 at 1:00pm.
7. Authorization to accept \$9500 Grant from Paul E. Stry Foundation to assist with tree purchase and removal from within City Parks
8. Approve TV advertising agreement with Tornado Youth Hockey
9. Approve annual Nutrition site fitness class agreement with La Crosse YMCA and La Crosse County.
10. Omni Center Playground replacement plan and Request for Proposal process
11. Report from La Crosse County Bluffland Steering committee

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

\*Ald. Jim Binash

Ald. Jim Olson

Ald. Jim Bialecki

Ald. Barry Blomquist

Ald. Harvey Bertrand

Ald. Bob Muth

City Attorney Dept Heads

La Crosse Tribune Charter Com.

Onalaska Community Life

WIZM WKTY WLXR WKBH

WLSU WKBT WXOW

\*Committee Members

\*Gretchen Newhouse

\*Andrea Benco

\*Brian Udermann

\*Victor Hill – Vice Chair

\*Andrea Vogler

\*Ohbe Johnson

Onalaska Public Library

Notices Posted and Mailed: 1-21-16

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.

12. Report from Onalaska Enhancement Foundation

13. Report from Great River Landing Committee

14. Director's Report

- a. Parks Update
- b. Recreation Update
- c. Aquatic Center Update
- d. Omni Center Update

Adjournment

GRAZING LAND LEASE

THIS INDENTURE, made and entered into as of the 1<sup>st</sup> day of December, 2015, by and between City of Onalaska, hereinafter referred to as the "Lessor", and Clearwater 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 livestock 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. Lessor may extend this Lease for an additional two (2) years by giving Lessee written notice on or before December 1, 2017.

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

3. RENTAL AND RENT CREDITS.

(a) The Lessee agrees to pay Four Thousand and 00/100 Dollars (\$4,000) per year for the property as the rental obligation of Lessee during the term of this lease. Each annual payment shall be delivered on or before each June 30 during the term of this Lease.

(b) Lessee shall recognize that Lessee's use of the Premises is providing Lessor with a service regarding the control/eradication of invasive species as well as relief from maintaining the landscaping on the Premises. In recognition of the services being provided by Lessee, Lessor grants Lessee a rent credit of Four Thousand and 00/100 Dollars (\$4,000) per year 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 a ten (10) foot buffer zone between any fence 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:

LESSEE:

CITY OF ONALASKA

CLEARWATER FARM FOUNDATION INC.

By: \_\_\_\_\_  
Name: Joe Chilsen  
Title: Mayor

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name: Caroline Burmaster  
Title: City Clerk

EXHIBIT A  
To Lease



The Paul E. Stry  
FOUNDATION

January 4, 2016

Onalaska Parks and Recreation Department  
415 Main Street  
Onalaska, WI 54650

Attention David Lein

Dear Mr. Lein:

Enclosed herewith is check in the sum of \$9,500.00 from the Paul E. Stry Foundation, Inc. to be expended solely for tree replacement in Rowe Park as you requested.

Also enclosed is the Grant Acceptance Agreement which we ask that you sign and return in the enclosed return envelope.

Very truly yours,

PAUL E. STRY FOUNDATION, INC.

By  
Robert C. Skemp  
Director

RCS:sg

Enclosures

**PAUL E. STRY FOUNDATION**  
**GRANT ACCEPTANCE AGREEMENT**

I hereby certify that I am authorized to accept and expend funds on behalf of Onalaska Park and Recreation Department.

I further certify the following:

1. The funds in the sum of \$9,500.00 will be expended solely for tree replacement in Rowe Park, as per the request for grant.
2. We will submit a status report to the Paul E. Stry Foundation, prior to December 1, each year after the receipt of the grant until the funds are expended.
3. We will provide the Paul E. Stry Foundation with reasonable documentation that the funds were expended for the purposes specified.
4. Any funds not expended for the purposes specified will be returned to the Paul E. Stry Foundation.
5. I understand that eligibility for future grants will be contingent on compliance with these conditions.

\_\_\_\_\_  
Authorized Individual

\_\_\_\_\_  
Title of Authorized Individual

\_\_\_\_\_  
Date

## SHARED ADVERTISING AGREEMENT

This Shared Advertising Agreement (the "Agreement") is made and entered into by and between the CITY OF ONALASKA, a Wisconsin Municipal Corporation ("City") and the TORNADO YOUTH HOCKEY ("TYH").

### RECITALS

- A. TYH has given two new televisions to the City for use in the Omni Center;
- B. TYH seeks to use the televisions to promote their TYH sponsors by scrolling images of their sponsor's logos on the televisions;
- C. City in return for the consideration of the transfer of the televisions is willing to allow TYH a certain amount of advertising availability on the televisions;
- D. The parties wish to formalize the terms and conditions under which City will provide advertising space to TYH;

Now, therefore, in consideration of the promises and mutual covenants contained herein, the City agrees that TYH shall be allowed to advertise on the two televisions provided by TYH at the Omni Center, subject to the following terms and conditions:

1. TERM OF THE AGREEMENT. This Agreement shall be for a term of 3 years, beginning on January 1, 2016, and concluding on December 31, 2018 (the "Term of the Agreement")
2. TRANSFER OF TELEVISIONS. TYH has provided two televisions ("TVs") to the City for use at the Omni Center.
3. REPAIR AND REPLACEMENT. In the event of damage to the TVs, TYH shall have the option to either (a) replace the TVs or (b) terminate this Agreement upon 30 days written notice to the City.
4. AVAILABILITY OF ADVERTISING. During the Term of the Agreement and subject only to the limited exceptions outlined herein, during the year TYH shall have the right to use a number of the City's available advertising spots for continuous scrolling advertising on the TVs in the Omni Center as follows:
  - i. In 2016, TYH shall have the ability to use up to 8 advertising spots;
  - ii. In 2017, TYH shall have the ability to use up to 8 advertising spots;
  - iii. In 2018, TYH shall have the ability to use up to 6 advertising spots.

TYH shall provide the sponsor advertisements (generally .jpg files of business sponsor logos) which must meet the software requirements of the City's advertising software program. TYH shall have the ability to change their sponsors every 6 months by



this Agreement must be in writing and signed by an authorized representative of each party.

10. REMEDY. The only remedy available to TYH for breach of this Agreement by the City shall be return of the televisions to TYH.
11. WAIVER. Failure of either party to enforce any provision herein shall not be constructed as a general relinquishment or waiver as to that or any other provision.
12. IMPOSSIBILITY OF PERFORMANCE. Neither City nor TYH shall be obligated to, or liable for, the performance of any term or condition to be performed under this Agreement if such performance is prevented by fire, earthquake, flood, act of God, riots or civil commotions, or by reason of any other matter or condition beyond the control of either party.
13. SEVERABILITY. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected.
14. INDEPENDENT CONTRACTORS. The parties shall be independent contractors in the performance of this Agreement and nothing herein is intended or may be construed to make either party the employee, agent, partner, or representative of the other. Neither party shall represent to any third party that they are the employee, agent, partner, or representative of the other party.
15. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.
16. COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.
17. GOVERNING LAW. The validity, interpretation, performance, and enforcement of this Agreement will be governed by the laws of the State of Wisconsin.

*In witness whereof*, the Agreement has been executed by the parties hereto on the date signed below.

TORNADO YOUTH HOCKEY

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CITY OF ONALASKA

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Joe Chilsen, Mayor

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Caroline Burmaster, City Clerk

**Agreement  
By And Between**

**La Crosse Area Family YMCA  
And  
City of Onalaska  
And  
La Crosse County**

This Agreement is entered into effect the 1<sup>st</sup> day of January 2016, by and between the La Crosse Area Family YMCA (YMCA), the City of Onalaska, and the La Crosse County Aging Unit.

**WHEREAS**, City of Onalaska and the La Crosse Area Family YMCA desire to collaborate to offer senior citizen group exercise programs to members of the public at the Onalaska Senior Center, Quincy Ave, Onalaska, WI; and

**WHEREAS**, the City of Onalaska and the La Crosse Area Family YMCA have determined that the purpose and scope of the YMCA programs are compatible with their respective not-for-profit missions and meet the best interests of City of Onalaska area residents and participants.

**NOW, THEREFORE**, the City of Onalaska and the La Crosse Family YMCA hereby agree as follows:

**1. Responsibilities of the La Crosse Area Family YMCA:**

- The YMCA, at its expense, shall provide staff and instructors for the senior citizen group exercise program offered.
- The YMCA, at its expense, shall provide needed supplies and equipment for programs.
- The YMCA, at its expense shall procure and maintain general liability coverage insuring the YMCA and naming the City of Onalaska as an additional insured against any claims, demands, and causes of action that now or hereafter may be brought based upon its actions and omissions in connection with YMCA programming at the Onalaska Senior Center-Quincy Ave.

**2. Responsibilities of the City of Onalaska:**

- The City of Onalaska shall provide facility space that is free of obstruction, cleaned, and maintained by City of Onalaska employees for YMCA programs to take place in the facility.

- The City of Onalaska will communicate any scheduling conflicts that will require YMCA programs to be canceled or rescheduled at least 7 days in advance.

**3. Joint Responsibilities**

- The City of Onalaska and La Crosse County Aging Unit will equally share costs to pay to the La Crosse Family YMCA a rate of \$40 per group exercise class taught payable quarterly. Separate invoices will be sent to each party outlining these costs.

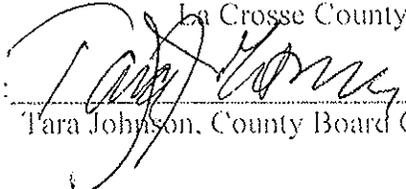
**4. Joint Responsibilities:**

- The City of Onalaska, La Crosse Family YMCA, and La Crosse County agree to jointly evaluate this Agreement annually to determine future programming. The joint evaluation shall include assessment of usage times, program, attendance, staffing, and equipment needs.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Agreement as of the first day set forth above.

City of Onalaska

By: \_\_\_\_\_  
Dan Wick, Director of Parks & Recreation

La Crosse County  
By:  \_\_\_\_\_  
Tara Johnson, County Board Chair Person

La Crosse Area Family YMCA

By: \_\_\_\_\_  
Bill Soper, Executive Director