

# CITY OF ONALASKA MEETING NOTICE

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

**DATE OF MEETING:** February 22, 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. Approve Learning Trail signage in Van Riper Park, with donation from Joanne Van Riper through the United Way
5. Approve Lawn Mower Bid to Bobcat of the Coulee Region in the amount of \$5600 including trade in.
6. Approve Comprehensive Outdoor Recreation Plan to Ayres & Associates in the amount of \$14,757
7. Approve audio system design services at the Omni Center. Proposals are due 10:00 am on Friday, February 19th
8. Approve revised TV advertising agreement with Tornado Youth Hockey
9. Approve revised Grazing Land Lease with Clearwater Farms
10. 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 - Chair

\*Brian Udermann

\*Victor Hill - Vice Chair

\*Andrea Vogler

\*Ohbe Johnson

Onalaska Public Library

Notices Posted and Mailed: 2-18-16

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.

11. Report from Onalaska Enhancement Foundation
12. Report from Great River Landing Committee
13. Director's Report
  - a. Parks Update
  - b. Recreation Update
  - c. Aquatic Center Update
  - d. Omni Center Update

Adjournment

## BORN LEARNING TRAILS - An Introduction



Great Rivers United Way

Everyday life is a learning experience for children, and that learning starts at birth. **Born Learning** is a public engagement campaign that helps parents, grandparents, caregivers, and communities explore ways to turn everyday moments into fun learning opportunities.

- Born Learning Trails are a valuable community resource for early childhood learning. The trail's fun, physical activities are designed to guide adult caregivers through constructive play with young children in outdoor settings: trails, parks or school yards.
- Born Learning Trail kits consist of signs with instructions for simple games that turn an excursion to the park into a fun learning experience.
- With the theme *Watch! Stop! Learn! Play!*, Born Learning Trails encourage adults to follow a child's lead, building curiosity and confidence, while reinforcing the learning already underway.

*"[Installing a Born Learning Trail] is a great way to give back to the city and the citizens of Sparta for all that they do for us as a business. It's a fun thing for the kids to do, and it's a beautiful park."*

Dennis Richard  
Keith Schmidt  
Neil Williams

Brenegen Auto Group employees &  
Sparta Born Learning Trail volunteers

### Location

The perfect Born Learning Trail location is chosen with sponsor input and help from the local parks department. Trails are typically constructed in public parks, on school grounds, or at a corporate property that encourages both employees and the public alike to take advantage of its green space.

### Sponsorship

Key components of a Born Learning Trail kit:

- **Ten 12" x 24" signs**  
Each printed with a unique and engaging activity, the logos of Great Rivers United Way and any sponsor(s)
- **Reusable stencils**  
Shapes, letters and a 12' hopscotch court that all relate to the sign activities
- **Extras**  
See the included estimate sheet for additional required and optional materials, and their costs



Dennis, Keith and Neil – volunteers from Brenegen Auto Group – digging post holes for the Sparta Born Learning Trail.

Corporate sponsorship of a Born Learning Trail is a fun and enriching way to engage your employees with a highly visible community outreach project they can be proud of. Studies show that employees who volunteer more often report a higher level of job satisfaction and company commitment, as well as greater intention to volunteer again. Cultivate a culture of caring at your organization with a Born Learning Trail!

### Invitation

We hope you will consider supporting a Born Learning Trail by contributing dollars and/or employee volunteers. If you have questions or would like additional information, please contact Mary Kay Wolf, Executive Director of Great Rivers United Way, at (608) 796-1400 or [mkwolf@gruw.org](mailto:mkwolf@gruw.org).

# BORN LEARNING TRAILS - The Kit



Great Rivers United Way



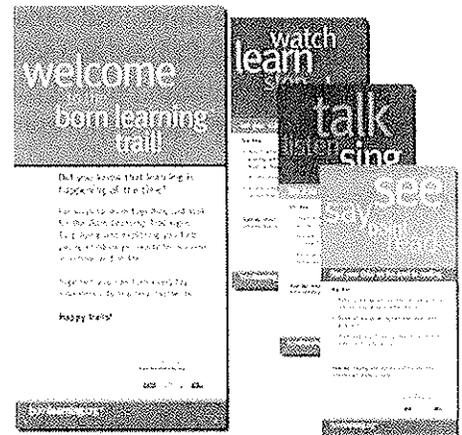
Volunteers from the Sparta community painting colorful shapes using the Born Learning Trail kit stencils.

The Born Learning Trail kit contains 10 signs with instructions for simple games that turn an excursion to the park into a fun learning experience. Some signs are designed to stand alone, while others make use of brightly colored shapes and games painted right on the path. *Watch! Stop! Learn! Play!* encourages adults to follow a child's lead, building curiosity and confidence, while reinforcing the learning already underway.



## Signs included with the standard kit:

1. Welcome
2. Watch Learn Stop Play – Let your child lead the way
3. Look Learn Laugh – Take the time to pay attention to your child (*stencil of circle used with this sign*)
4. Talk Listen Sing – Talk it up while you play
5. See Say Point Read – Start your child on the road to reading (*stencil of ABC used with this sign*)
6. Imagine Create Pretend – Turn any time into story time
7. Jump, Clap Skip Move – Get your child up and active
8. Hop Skip Shake Wiggle – Get up and moving with your child (*stencil of hopscotch used with this sign*)
9. Describe Compare Learn – Turn simple ideas into learning games (*stencil of rectangle/square used with this sign*)
10. Look Listen Touch Think – Learn about the world around you



A mom and daughter duo spending quality time at the Born Learning Trail in Sparta's Evans Bosshard Park.

Signs are 12" x 24" and made of .080" (2mm) thick aluminum with round corners. Signs feature two holes per sign for mounting, and protective UV laminate and anti-graffiti coatings. Signs are made of the same material as street signs and will hold up to most weather conditions. Mounting kits for both wood (self-tapping bolts and rubber washers) and metal (metal bolts and nuts and nylon washers) posts are included.

*Please see the included customized list of fees based on other trail installations done around the states of Wisconsin and Minnesota.*

# Born Learning Trail - Sponsorship



Right from Birth, children are constantly learning, and what they learn during those years depends on the experiences they have each and every day. **Born Learning** is an innovative public engagement campaign that helps parents, caregivers and communities create quality early learning opportunities for young children.

\*Building a **Born Learning Trail** is also a fun and enriching way to engage employees with a volunteer experience that adds to the positive moral of the company. Some report, "*It builds culture*".

\*The **Born Learning Trail** offers opportunities for corporate visibility in the community while creating valuable community resources for early childhood learning. The fun, physical learning activities are designed for parents and/or caregivers to play with young children in any outdoor setting: trails, parks, or school yards.

\*This interactive trail contains signs with instructions for simple games that any adult can interact with young children to turn an excursion at the park into fun learning moments. There are ten signs on the **Born Learning Trail**, each including activities such as: "Pretend to move like an animal", "Walk like a duck or jump like a frog" and "Is your child staring or pointing at something"? The trail's theme of *Watch! Stop! Learn! Play!* encourages parents and caregivers to follow the child's lead, building the child's curiosity and confidence, and reinforcing the learning already under way.

## Sponsorship - \$2,500-\$3,000

The key components for the **Born Learning Trail** kit:

Ten(10) 12" x 24" signs (see sample signs on the next page). Each sign is printed with a unique playful, engaging activity based on early learning outcomes. The kit also includes reusable stencils for shapes, letters, and a 12' hopscotch court that all relate to the sign activities. Signs include the local United Way logo and the logo of the sponsoring company or organization. Posts, paint and additional installation materials need to be purchased locally, as well as a Ribbon Cutting Ceremony and launch materials. Optional items could include: T-shirts, portable trail, signs in Spanish, Kid Basic materials and other items.

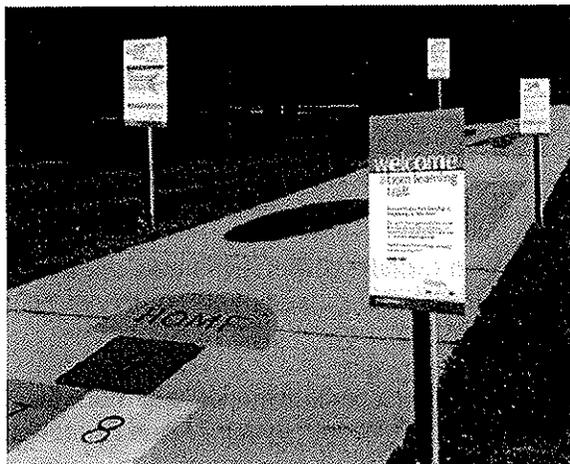
## Location

The **Born Learning Trail** site will be constructed at a mutually identified park, school or organization location.

## Vision

The first of its kind **Born Learning Trail** was launched at Evans-Bosshard Park in Sparta in August of 2015. The intent is to successfully expand the efforts to locations throughout

La Crosse County over the next three years.



## Invitation

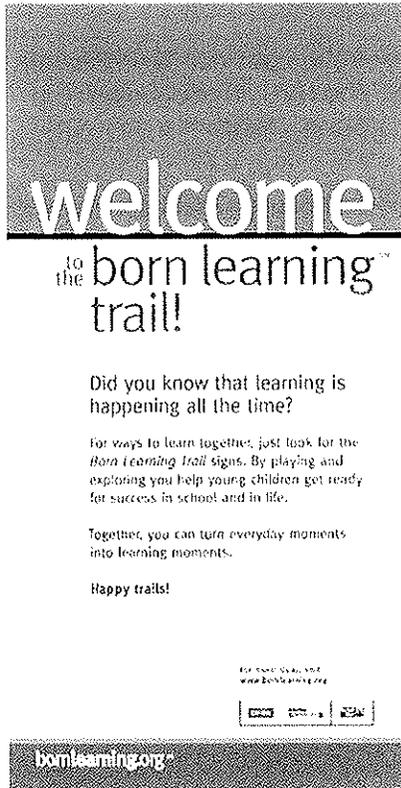
We hope you will consider sponsoring a trail financially and/or provide employee volunteers for installation. If you have questions or would like additional information, please contact Adrienne Olson-Great Rivers United Way, at 608-796-1400 or [aolson@gruw.org](mailto:aolson@gruw.org).

*We look forward to speaking to you further.*

# Born Learning Trail Kit

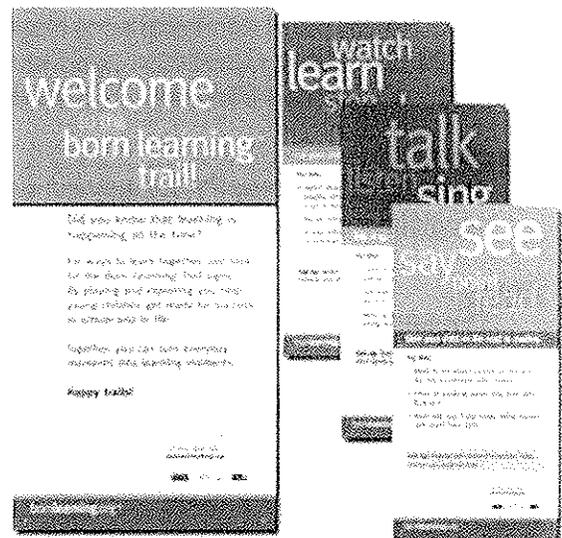
This interactive trail contains 10 signs with instructions for simple games that an adult can play with young children to turn a trip at the park into fun learning moments. Some signs are designed to stand alone, while others require additional enhancements (such as stencils to be painted on the path or surface area).

*Stop! Learn! Play!* encourages parents and caregivers to follow the child's lead, building the child's curiosity and confidence, and reinforcing the learning already under way.



Signs included with standard kit:

1. welcome
2. watch learn stop play - Let you child lead the way.
3. look learn laugh - Take time to pay attention to your child.  
*Stencil of circle used with this sign*
4. talk listen sing - Talk it up while you play.
5. see say point read - Start your child on the road to reading.  
*Stencil of A,B,C used with this sign*
6. imagine create pretend - Turn any time into story time.
7. jump clap skip move - Get your child up and active.
8. hop toss shake wiggle - Get up and moving with your child.  
*Stencil of hopscotch used with this sign*
9. describe compare learn - Turn simple ideas into learning games.  
*Stencil of rectangle/square used with this sign*
10. look listen touch think - Learn about the world around you.



Activities include:

- "Pretend to move like an animal.  
Walk like a duck or jump like a frog"
- "Is your child staring or pointing at something?  
Ask, 'what do you see?'"
- "Tell stories about yourself and your family.  
Begin with "When I was little..."
- "Compare things, like flowers or leaves.  
(Which are bigger? Smaller?)

Signs are 12" x 24" aluminum signs that are .080" (2mm) thick with round corners; two holes per sign for mounting (one top middle and one bottom middle); protective UV laminate coating; anti-graffiti protection over laminate.

Made of same material as street signs and will hold up to most weather conditions; includes mounting kit for wood posts (self-tapping bolts and rubber washers). Mounting kit for metal posts included (metal bolts and nuts and nylon washers).

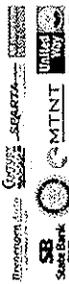
# welcome to the bornlearning trail!

Did you know that learning is happening all the time?

For ways to learn together, just look for the *Born Learning Trail Signs*. By playing and exploring you help young children get ready for success in school and in life.

Together, you can turn everyday moments into learning moments.

Happy trails!



bornlearning

# welcome to the bornlearning trail!

Did you know that learning is happening all the time?

For ways to learn together, just look for the *Born Learning Trail Signs*. By playing and exploring you help young children get ready for success in school and in life.

Together, you can turn everyday moments into learning moments.

Happy trails!



bornlearning

# watch learn stop play

Let your child lead the way.

Try this:

- Watch what your child likes to do. Is it playing with other children, looking at things or reading for this at the library or at the park?
- Do the things your child likes to do.
- Is your child standing or pointing at something? Ask, "What do you see?"



bornlearning

# look learn laugh

Use time to play together as you read.

Try this:

- Stand in the circles, making at each other. Make each other smile or laugh.
- Hold hands, give your child a hug, a smile or a pat on the back.
- Watch, listen and learn. See what your child looks at, talks about and does.



bornlearning

# talk listen sing

Talk it up while you play.

Try this:

- Listen to the birds. Ask, "What are they saying? Can you sing like them?"
- Talk with your child. Ask, "What should we do next?"
- Make up silly stories of songs. Sing, "Sing, sing, let's sing..."



bornlearning

# say see point read

Start your child on the road to reading.

Try this:

- Point to the letters, painted on the ground.
- Say the sound each letter makes.
- Think of words or names that start with A, B or C.
- Point and say, "I see the... What starts with that?" like signs.



bornlearning

# imagine create pretend

Turn any time into story time.

Try this:

- Tell stories about yourself and your family. Begin with, "Once I was like..."
- Look around for story ideas. See a bird? Say, "Once there was a bird named..."
- Have your child help tell the story. Ask, "What do you think the bird likes to do?"



bornlearning

# jump skip move

Get your child up and active.

Try this:

- Practice to move like an animal. Walk like a duck or jump like a frog.
- Walk backward, or skip. Can your child do the same?
- Ask your child to do what you do. Clap or wave your hands. Point, smile.



bornlearning

# toss hop shake wiggle

Get up and moving with your child.

Try this:

- Do a hopscotch. Toss a small rock on one of the squares. Toss hop over it.
- Wave your arms or tap your head as you hop.
- Call out a number and ask your child to stand on it. Take turns.



bornlearning

# describe compare learn

Use simple objects into learning games.

Try this:

- Look at the shapes on the ground. How are they the same? Different?
- Can you find anything else in the park that's shaped like a circle or a rectangle?
- Call you, child to stand inside (or outside) the square.



bornlearning

# look listen touch think

Learn about the world around you.

Try this:

- Find a flower or a tree. Touch it. Talk about it. Is it hard or soft? Rough or smooth?
- Compare things, like flowers or leaves. (Which are bigger? Smaller?)
- Talk about it use bits of nature. (Did they fall from a tree? Grow up from the ground?)



bornlearning

City of Onalaska Park and Recreation Department

Front Mount Mower Bid

Deadline February 16 @ 10:00 am

Vendor	Mower # 1 Diesel		Mower #2 Gas	
	Option 1	Option 2	Option 1	Option 2
Oliver Powerhouse	\$17,900	\$12,600		
Tractor Central, LLC	\$16,295	\$9,840	\$13,690	\$7,235
<b><u>Bobcat of Coulee Region</u></b>	\$13,100	<b><u>\$5,600</u></b>	\$14,806	\$7,306

2016 Corp Evaluations

Staff and Students Evaluation Averages

Short Elliot Henderson				
Staff Average	76.63	<u>Ayres &amp; Associates</u>	Staff Average	92.13
Students Average	76.5	Students Average	Students Average	95.07
				<u>\$14,757</u>
			Rettler	
			Staff Average	92.63
			Students Average	87.86
			Students Average	\$16,655

## 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 March 1, 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, if replacement of the TVs is sought by the City, TYH shall have the option to either (a) replace the TVs or (b) terminate this Agreement upon 30 days written notice to the City and the City shall split the cost of the replacement TVs equally, with each party paying 50% of the cost. In the event that replacement of a damaged TV is not sought by the City, the City shall not be liable for the failure to provide advertising on the damaged TV and TYH shall not be liable for any additional advertising on other TVs.
- 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. During the 2015/2016 hockey season, TYH shall have the ability to use up to 8 advertising spots or 50% of the available advertising spots, whichever is greater;

- ii. During the 2016/2017 hockey season, TYH shall have the ability to use up to 8 advertising spots or 50% of the available advertising spots, whichever is greater ;
- iii. During the 2017/2018 hockey season, TYH shall have the ability to use up to ~~8~~6 advertising spots or 50% of the available advertising spots, whichever is greater.

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 providing new files in the proper format to the Omni Center staff. The City reserves the right to reject any advertisements they deem inappropriate or which compete with the interests of the Omni Center. (In example if the Concession contract is with Pepsi, and scrolling Coca Cola advertisements would violate the City's contract with Pepsi)

5. INSURANCE. The City shall maintain property insurance on the TVs.
6. INDEMNIFICATION. TYH and City hereby waive any and all rights of recover against each other for any loss or damages to the televisions or inability to display advertisements on account of fire or other casualty to the extent such loss or damage is or would be covered by the insurance required to be carried by each party hereunder, even if such coverage is not actually maintained. TYH hereby indemnifies and agrees to hold City harmless from and against all claims, judgments, demands, costs and expenses (including, without limitation, reasonable attorneys' fees), arising from TYH's breach of its obligations hereunder of the willful or negligent acts or omissions of the Onalaska City, its employees, agents or invitees. City hereby indemnifies and agrees to hold TYH harmless from and against all claims, judgments, demands, costs and expenses (including, without limitation, reasonable attorneys' fees), arising from City's breach of its obligations hereunder of the willful or negligent acts or omissions of the City, its employees, agents or invitees.
7. NOTICES. All official notices to be given to TYH or the City shall be in writing, either personally delivered or deposited in the United States Mail, certified or registered, with postage prepaid, and addressed as follows:

To the City:                      Park and Recreation Director  
    City of Onalaska  
    415 Main Street  
    Onalaska, WI 54650

To TYH:

8. TERMINATION. Either party may terminate this Agreement for cause if the other party breaches this agreement or defaults in the performance thereof, and fails to cure such breach or default within 30 days after receiving notice thereof. Termination of this Agreement in accordance with the provisions hereof shall not relieve either party from performing its obligations under this Agreement up to the effective date of such termination or to perform such obligations as may survive termination.
9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and shall supersede any and all other agreements, oral or written, between the parties. Any amendment or modification of 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

CITY OF ONALASKA

\_\_\_\_\_

\_\_\_\_\_  
Joe Chilsen, Mayor

\_\_\_\_\_  
Caroline Burmaster, City Clerk

## GRAZING LAND LEASE

THIS INDENTURE ("Lease"), 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" (the "Premises").

(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. Lessee shall have the right and option to renew the Lease ("Renewal Option") for five (5) additional periods of one year each (the "Option Terms") (a separate notice is required for each Option Term); provided, however, each Renewal Option is contingent upon the following: (i) Lessee is not in default of the Lease, (ii) no event has

occurred that upon notice or passage of time would constitute a default; and (iii) Lessee is occupying and using the Premises for the purposes set forth in the Lease. Lessee shall expertise each Renewal Option by giving Lessor written notice at least ninety (90) days prior to the expiration date of the Initial Term or the last day of the then current Option Term. Lessor shall then have sixty days to accept the Renewal Option and notify Lessee in writing of its acceptance or denial. If Lessor fails to respond within sixty days, the Renewal Option shall be deemed accepted. If Lessee fails to give notice to Lessor prior to the ninety (90) day period then Lessee shall forfeit the Renewal Option. If Lessee exercises the Renewal Option, then during the applicable Option Term, Lessor and Lessee respective rights, duties and obligations shall be governed by the terms and conditions of the Lease, except as provided otherwise herein.

(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 yearmonth for the property Premises 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~~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-Lease~~ prior to execution of this ~~Agreement~~Lease.

(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~~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~~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~~ 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~~ Premises, 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 unless caused by the negligent acts of Lessor, 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~~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 ~~Premises~~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~~Premises 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~~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~~Premises during the term of the Lease or the Option Terms. 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~~Premises regardless of whether the entire area is used for grazing,

including maintenance in compliance with the City Ordinances 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~~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~~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~~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-premisesPremises 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~~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~~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~~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~~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~~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~~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