CITY OF ONALASKA MEETING NOTICE

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

DATE OF MEETING: April 23rd, 2018 (Monday)

PLACE OF MEETING: City Hall – 415 Main Street (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 Officers
   a. Chairperson
   b. Vice Chairperson
5. Elect member to Great River Landing Committee (meets on call the 2nd Thursday of the month at 5:15PM) as the Parks & Recreation Board Representative
6. Review and consideration of potential park in Abbey Road Development
7. Blufflands Coalition
   a. Memorandum of Understanding
   b. Coalition Bylaws
8. Review Grazing Lease Agreement with Clearwater Farms
9. Approve Lease Agreement with La Crosse County Convention and Visitor Bureau
10. Report from La Crosse County Bluffland Steering Committee
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

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.

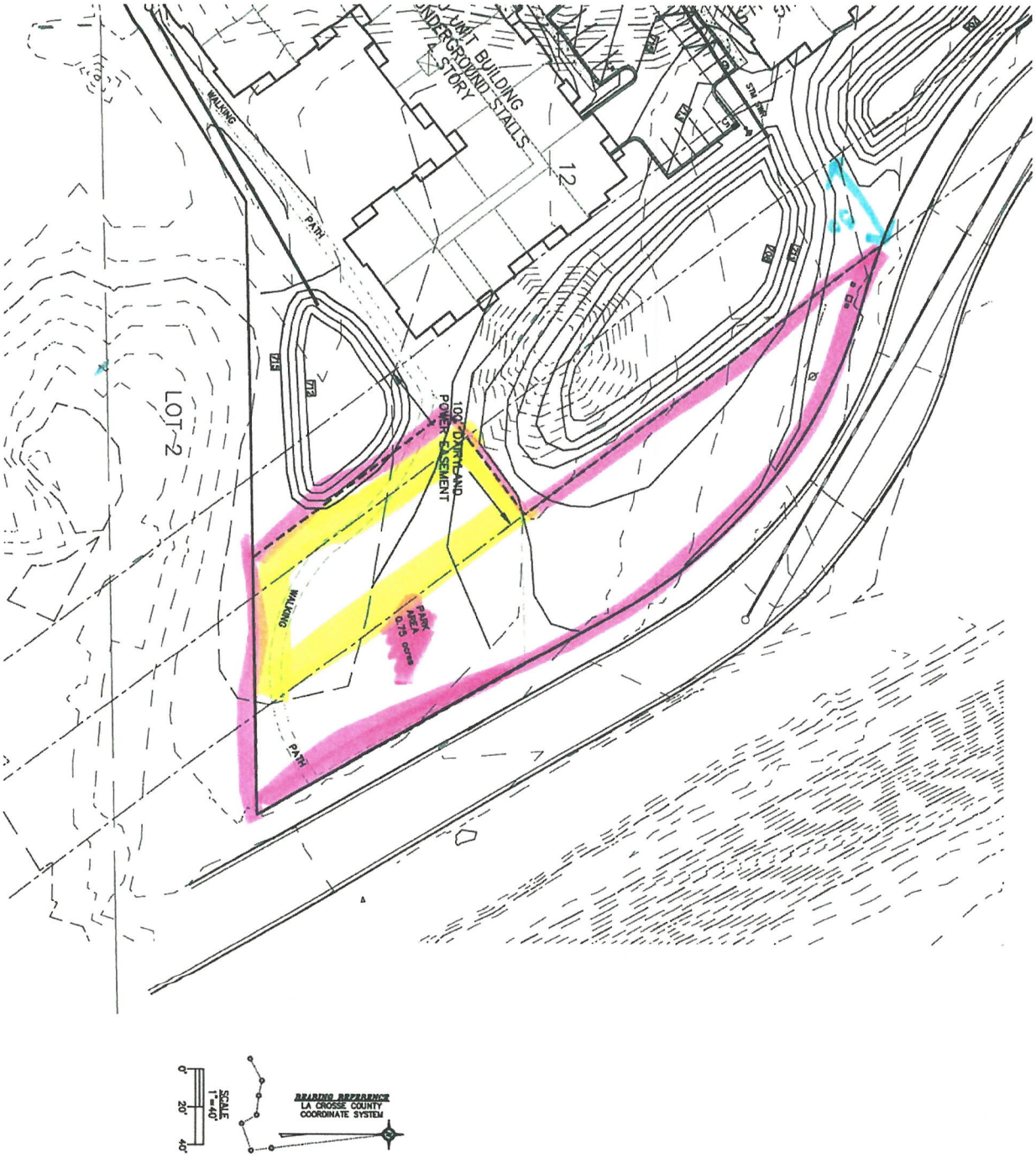
NOTICES MAILED TO:

Mayor Joe Chilsen	*Dan Stevens
*Ald. Jim Binash	*Andrea Benco
Ald. Jim Olson	*Brian Udermann
Ald. Jerry Every	*Dennis Aspenson
Ald. Ron Gjertsen	*Steven Nott
Ald. Kim Smith	*Obhe Johnson
Ald. Diane Wulf	
City Attorney City Administrator	
Dept Heads La Crosse Tribune	
Coulee Courier	
WKTY WLXR WLAX	Onalaska Omni Center
WKBT WXOW FOX	Onalaska Public Library

*Committee Members Notices Posted and Mailed: 4/19/18

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.

#6



C-2	DRAWN BY: FJH	FILE: Abbey road_GRAD	DATE: 08/28/17

ABBEY ROAD DEVELOPMENT

CITY OF ONALASKA
GRADING PLAN

LA

ENGINEERING
1212 S. Sre
Office: (60

#7a

MEMORANDUM OF UNDERSTANDING BETWEEN THE MEMBERS OF THE BLUFFLAND COALITION REGARDING BLUFFLAND INITIATIVES

I. PARTIES.

This Memorandum of Understanding ("MOU") is made and entered into by and between The following Charter Members of the Bluffland Coalition:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

Collectively referred to as the Bluffland Coalition (Coalition).

II. RECITALS.

A. Pursuant to Wisconsin Statues, the La Crosse Area Planning Committee adopted the Blufflands Plan on July 15th, 2016 to guide Coalition Members decisions regarding long-term efforts to preserve and protect valuable bluffland properties, enhance conservation and recreation within said blufflands and develop a significant network of recreational trails within said Bluffland.

B. The Blufflands Plan adopted Mission: This plan will be used by public and private stakeholders throughout the region to guide the acquisition of conservation land and easements, coordinate restoration activities and recreation access improvements such as trailheads and trails, and establish an organizational structure for continued regional coordination and action.

C. The Blufflands are unique landforms that have a definitive bluff top and, typically, a less distinctive bluff toe. Bluffland properties are those with terrain at or above 700 feet in elevation.

III. PURPOSE.

The purpose of this MOU is to clarify the expectations of the Members of the Blufflands Coalition regarding the area described in "Exhibit A" with regard to the following:

A. Working together, to make Blufflands Plan implementation decisions consistent with the adopted Blufflands Plan, attached in Exhibit B;

B. Working together, to promote safe recreational access to the Blufflands throughout the project area;

C. Working across municipal boundaries while creating a seamless system of bluffland projects: including environmental restoration, preservation areas and recreational access in the Blufflands;

D. Promote consistency in bluffland development regulation amongst the municipalities within The Blufflands;

E. Maintain a cooperative and mutually beneficial intergovernmental relationship that treats officials and staff of the Coalition with courtesy and respect;

F. Working together to clearly outline bluffland goals for each organization;

G. Working together to address issues related to public funding of projects within The Blufflands.

H. The Coalition will especially focus on transitional areas between municipal boundaries to ensure a well-connected, seamless network of bluffland projects.

I. Whereas all parties agree that working together to preserve and develop for public benefit the blufflands within this area is a legitimate public interest and is conforming to the respective comprehensive plans and therefore hereby agree to base policy decisions over the period of this MOU on this effort as outlined in Exhibit B.

IV. **AREA OF PLANNING INTEREST.** The project area considered in this MOU is The Blufflands described in Exhibit "A".

V. **RESPONSIBILITIES OF THE PARTIES.**

A. Signing parties will continue to participate in the Bluffland Coalition, and work toward the preparation of a Bluffland project implementation under the provisions of Exhibit B.

B. Signing parties will support joint planning efforts to prepare a detailed multi-use trail plan for the area described in Exhibit B.

C. Signing parties will participate jointly in funding the necessary administration and implementation projects generally described in Exhibit B.

D. Signing parties will cooperatively draft standards for implementation decisions in The Blufflands, and will not make decisions on proposed project scope details within this area until these standards are complete and the proposed action is shown to meet the standards as drafted, without the written consent of the other parties to this MOU.

E. Signing parties will provide timely communications with regard to progress on their bluffland planning process.

VI. **TERM OF THE MOU.** The term of this MOU shall be effective upon signature of the parties and remain in effect until July 15, 2023, unless terminated. This MOU may be terminated, without cause, by any party upon ninety (90) days written notice, which notice shall be delivered by hand or certified mail to the Coalition staff. This MOU may be amended or extended at any time by mutual agreement by all the parties.

VII. **SEVERABILITY.** Any provision of this MOU determined to be invalid as a matter of law is severable from other provisions of this agreement.

By: _____ By: _____

_____ _____

By: _____ By: _____

_____ _____

Potential Charter Members of the Bluffland Coalition:

1. The City of La Crosse
2. The City of Onalaska
3. The Village of Holmen
4. The Village of West Salem
5. The Town of Campbell
6. The Town of Medary
7. The Town of Shelby
8. The Town of Onalaska
9. The Town of Barre
10. The Town of Greenfield
11. The Town of Holland
12. The Town of Hamilton **in Wisconsin**
13. The City of La Crescent
14. The Town of La Crescent
15. The Town of Dresbach **in Minnesota**
16. The Mississippi Valley Conservancy
17. The Outdoor Recreation Alliance
18. The La Crosse County Convention and Visitors Bureau
19. The Friends of the Blufflands

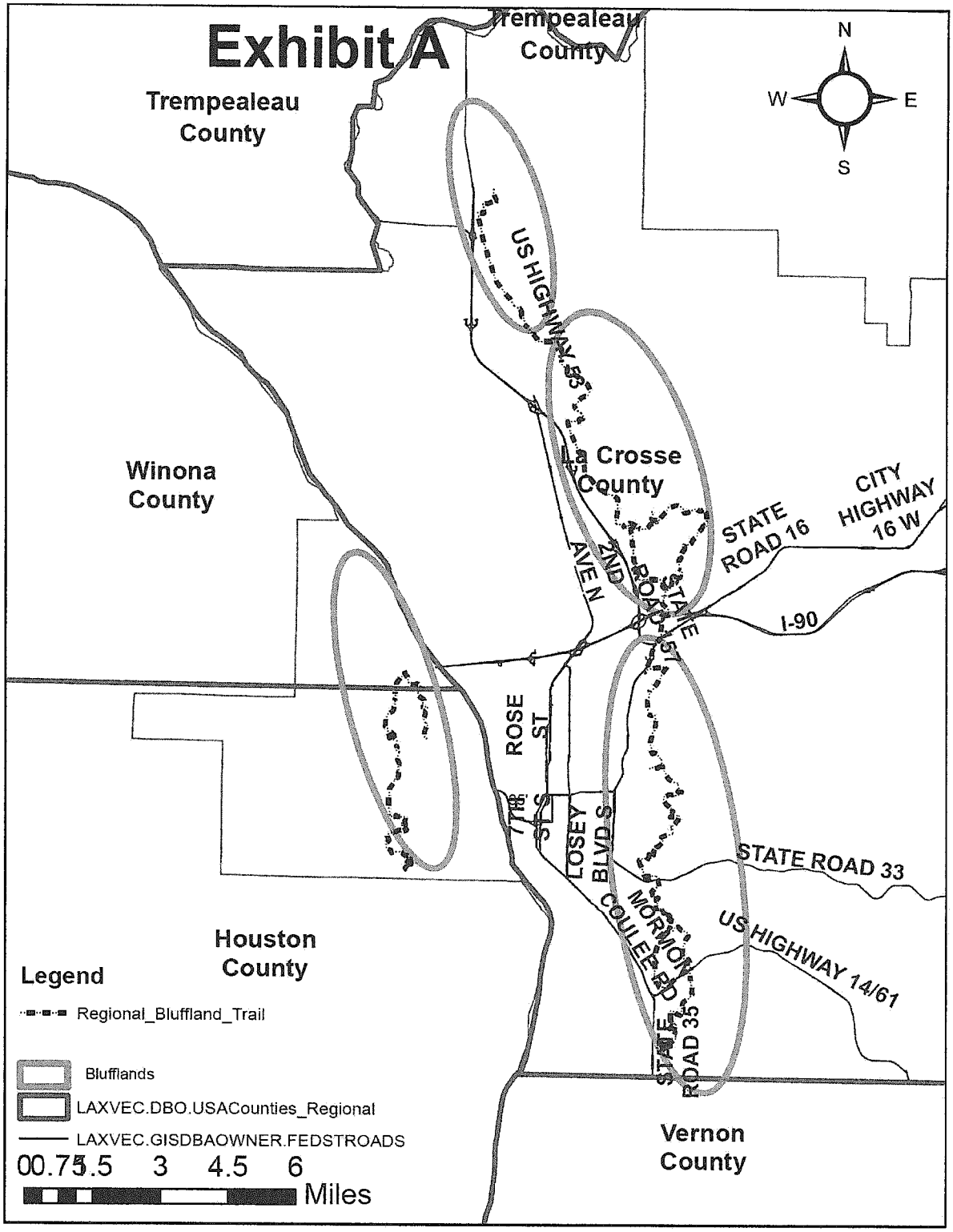


Exhibit A
Trempealeau County
Trempealeau County
N
W
E
S
US HIGHWAY 53
La Crosse County
Winona County
CITY HIGHWAY 16 W
STATE ROAD 16
I-90
2ND AVE N
STATE ROAD 157
ROSE ST
7TH ST S
LOSEY BLVD S
STATE ROAD 33
MORMON COULEE RD
US HIGHWAY 14/61
STATE ROAD 35
Houston County
Vernon County
Legend
Regional_Bluffland_Trail
Blufflands
LAXVEC.DBO.USACounties_Regional
LAXVEC.GISDBAOWNER.FEDSTROADS
0 0.75 1.5 3 4.5 6
Miles

#7b

BYLAWS OF THE BLUFFLANDS COALITION

_____ 2018

ARTICLE I – Name

The name of this Coalition shall be the Blufflands Coalition and shall hereafter be referred to as the Coalition.

ARTICLE II - Objective

The objective of this Coalition shall be to develop and maintain a long-range Blufflands plan for the La Crosse/La Crescent Area and to conduct other area-wide planning as it deems necessary. The Coalition will establish an exceptional network of contiguous protected lands and recreational trails throughout the La Crosse-La Crescent region. Our cooperative efforts will enhance the health of residents, visitors, natural ecosystems and our local economy.

ARTICLE III - Members

There shall be _____ Voting Members including the appointed members from all parties that have signed the Blufflands MOU. All members shall have equal rights and privileges to vote and hold office. A Voting Member may appoint one Designated Alternate, who may represent the respective party at Coalition meetings and vote in the absence of the Voting Member.

ARTICLE IV - Officers

The officers of the Coalition shall be a Chairperson, a Vice-Chairperson, and a Secretary/ Treasurer. They shall be Voting Members and perform the duties prescribed by these Bylaws and by the parliamentary authority (see Article VIII). The officers shall be elected by ballot to serve for two (2) years. Election of officers shall take place at the regular May meeting of the Coalition in each odd calendar year.

ARTICLE V - Meetings

The Coalition shall hold regular meetings at least six times per year, and as needed. Special meetings can be called by the Chairperson and/or shall be called upon the written request of three (3) Voting Members of the Coalition. The purpose of the meeting shall be stated in the call, and, except in cases of emergency, at least three (3) days' notice shall be given. Any Voting Member may have items placed on a future agenda of any regular or special meeting of the Coalition. Agenda items may be added by the Coalition Staff member relating to applicable Coalition business. One more than half of the total of Voting Members or Designated Alternates of the Coalition shall constitute a quorum.

ARTICLE VI – Sub-Committees

The Coalition may at any time form sub-committees to forward the mission of the Coalition. The membership of which sub-committees shall be established by Resolution. Other special Committees may be created as needed by resolution. Each Committee may enact Bylaws which must first be approved by the Coalition.

ARTICLE VII – Staff

The Staff shall serve as a resource to any Coalition member provided that the assistance requested does not materially affect the staff's ability to perform his or her regular duties. Staff may apply for grants only with prior Coalition approval, and no grant funds shall be expended until the Coalition has approved accepting the grant.

ARTICLE VIII - Parliamentary Authority

The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the Coalition in all cases to which they are applicable and in which they are not inconsistent with the Bylaws and any special rules of order the Coalition may adopt.

ARTICLE IX - Amendment of Bylaws

These Bylaws can be amended at any regular meeting of the Coalition by a two-thirds (2/3) vote of Voting Members or Designated Alternates, provided that the amendment has been submitted in writing at the previous meeting.

Approved by the Blufflands Coalition on _____ 2018

THE BLUFFLANDS COALITION

_____

Chairperson

#8

GRAZING LAND LEASE

THIS INDENTURE ("Lease"), made and entered into as of the 1st day of June, 2018, 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, 2020 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, 2020. 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 year for the 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 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 Lease prior to execution of this 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 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 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 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 Premises or as a result of the Lessee's possession or use of the 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 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, 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 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 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 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 Premises regardless of whether the entire area is used for grazing, including maintenance in compliance with the City Ordinances of a three (3) foot buffer zone between any fence which may be constructed and the City's sidewalks or wetlands, as may be designated by the City (the "Buffer Zone"). The Buffer Zone shall be maintained by Lessee in compliance with the City's ordinances and regulations.

(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 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 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 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 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, 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 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 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 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 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 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 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 FOUNDATION INC.

By: _____
Name:
Title:

EXHIBIT A
To Lease

Item 7 – Approve revised Grazing Land Lease with Clearwater Farms

Andrea Benco noted that this item had gone before the Plan Commission on March 22 and said the 10-foot buffer setback had been reduced to 3 feet. Andrea also said the fence is the property of Clearwater Farm.

Dan said he believes Clearwater Farm representative Shari Collas is satisfied with what came out of the Plan Commission meeting.

Motion by Andrea Vogler, second by Gretchen, to approve revised Grazing Land Lease with Clearwater Farms.

Ald. Binash said there had been a discussion at the Plan Commission meeting regarding who would maintain the 3-foot buffer. Ald. Binash said Clearwater Farm stated its representatives would maintain the buffer. However, another individual stated they believe the City of Onalaska should be responsible for maintaining the buffer.

Dan said he has told Shari that while city employees might be able to maintain certain locations with lawn mowers, they will not remove the weeds around the fence posts. Dan said he believes Shari understands and is agreeable to this condition. Dan also said both parties reserve the right to terminate the agreement.

Ald. Binash referred to Item No. 7 ("Alterations and Improvements") in the lease and read letter 'b:' *"All alterations, additions and improvements and fixtures ... shall be the property of the lessor (City of Onalaska). ... Lessee may remove all personal property."*

Andrea Benco said she believes the agreement states that Clearwater Farm must remove all fencing before the lease expires.

Dan told Ald. Binash he has consulted with the city's legal counsel (City Attorney Sean O'Flaherty and Amanda Jackson) several times, and they have said the fence belongs to Clearwater Farm.

On voice vote, motion carried.

Item 8 – Approve Park and Recreation Department Reorganization

Dan noted that board members' packets include a bubble diagram of the department reorganization and said both he and Hope have examined it. Dan said the reorganization is due to minimum wage changes occurring at the federal level. Dan said Hope told him during the

LEASE AGREEMENT
(Great River Landing)

THIS LEASE, made this ____ day of _____, 2018, by and between the City of Onalaska (hereinafter called "Landlord") and La Crosse County Convention and Visitor's Bureau, Inc. (hereinafter called "LCCVB").

WITNESSETH:

It is agreed by and between the parties, each in consideration of the covenants and agreements of the other:

1. The Leased Premises. Landlord hereby leases to LCCVB and LCCVB leases from Landlord the following: that portion of the Right of Way as shown on Exhibit A hereto at the Great River Landing in the City of Onalaska (the "Leased Premises"), together with non-exclusive rights of ingress and egress.

2. Use. LCCVB may use the Leased Premises for to conduct area tourism, promotion and related services and activities.

3. Term of Lease. The term of this Lease shall commence on _____, 2018 and continue until _____, 2019 (the "Term"). LCCVB shall have the option to extend this Lease for one year by providing written notice of the exercise of the extension to the City on or before September 30, 2018.

4. Rent. As consideration for the Lease of the Leased Premises, LCCVB shall pay Landlord $1,500 in rent at the commencement of the Lease.

5. LCCVB to Comply with Laws. LCCVB will not use or occupy the Leased Premises for any purpose other than an office and provision of tourist information and in any event shall not use the Leased Premises for any unlawful purpose and will obey all present and future laws, ordinances, regulations and order of the United States, the City of Onalaska, County of La Crosse, and the State of Wisconsin, or any agency or subdivision thereof, relating to the Leased Premises, or which will increase the fire insurance rate on the building.

6. Subletting and Assignment. LCCVB will not sublet the Leased Premises, or any part thereof, or transfer or assign this Lease without prior consent of Landlord, which consent shall not be unreasonably withheld; provided, however, that such consent shall not be necessary for assignment of sublease to an affiliate or wholly owned subsidiary of LCCVB so long as the use of the Leased Premised will not change.

7. Improvements. Prior to the Term Landlord shall install a sink and faucet with running water in the existing counter. LCCVB shall improve the Leased Premises with hanging brochure racks, and a touch screen computer with a digital map.

8. Landlord's Right of Entry. Landlord may, at reasonable times, enter the Leased Premised for inspection thereof, and within thirty (30) days of the end of the Term, or any extension thereof; provided that such entry shall not unreasonable interfere with LCCVB's business operations.

9. Insurance. Landlord shall fully insure the Leased Premised for fire, other casualty and extended coverage. LCCVB shall be responsible for providing any insurance coverage for LCCVB's personal property, equipment or fixtures. LCCVB shall carry Comprehensive Public Liability Insurance on the Leased Premises with limits of not less than One Million Dollars ($1,000,000.00) for bodily injury and death and One Million Dollars ($1,000,000.00) for property damage together with One Million Dollars ($1,000,000.00) in umbrella coverage all on an occurrence basis. LCCVB shall list the City of Onalaska and its officers, council members, agents, employees and authorized volunteers as additional insureds on their liability insurance policies covering the Lease Premises and shall provide the City of Onalaska with a Certificate of Insurance prior to the execution of this Agreement, and yearly thereafter during the term of the Lease. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least 30 days prior written notice has been given to the City of Onalaska.

10. Personal Liability. LCCVB agrees that LCCVB shall be liable for any injury or damage to persons or property of LCCVB, its invitees or licensees, and that LCCVB will indemnify and hold Landlord harmless of and from any such liability related to the conditions or activities on the Leased Premises, except if caused by or resulting from the grossly negligent or intentional act of Landlord.

11. Damage or Destruction. If the Leased Premises be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, Landlord will, at its expense, repair and restore the same to LCCVBable condition with reasonable dispatch or shall abate pro rata for the portion rendered un-LCCVBable, in case part only is un-LCCVBable, until the Leased Premises shall be restored to a LCCVBable condition; provided, however, that in case the property shall be destroyed to the extent of more than one-half of the then value thereof, LCCVB may, at its option, terminate this Lease forthwith by notice to Landlord, if said notice is given within thirty (30) days of the casualty; provided further, that Landlord may, at its option, terminate this Lease forthwith upon notice to LCCVB if the Leased Premises are not, in the Landlords discretion, able to be repaired in a reasonable period of time at a reasonable cost.

12. Defaults. If default is made by LCCVB in payment of the rent or any other financial obligation under this Lease, or any part thereof, and such default shall continue for five (5) days after notice by Landlord to LCCVB to pay the same, or either party shall be in default under any other provision of this Lease and such default shall continue to exist after receipt by the defaulting party of thirty (30) days notice thereof, Landlord may terminate this Lease and take possession of the Leased Premises (if LCCVB be the defaulting party) or LCCVB may terminate this Lease and surrender possession of the Leased Premises to Landlord (if Landlord be the defaulting party). Such termination of Lease shall be without prejudice to the right of recovering damages against the defaulting parry for breach of this Lease.

13. Quiet Possession. Landlord covenants that it has the right and title to make this Lease for the term thereof; it will put LCCVB into complete and exclusive possession of the Leased Premises; and if LCCVB shall pay the rental and perform all of the covenants, terms, and conditions of this Lease to be performed by LCCVB, LCCVB shall, during the term hereby created, freely, peaceable, and quietly occupy and enjoy the full possession of the Leased Premises, without molestation or hindrance from any source, other than condemnation.

14. Notices. All notices, consents, demand, presentation, and requests which may be or are required to be given by either party to the other shall be in writing and shall be sent by United States registered or certified mail, with return receipt required, addressed as follows:

TO LANDLORD: City of Onalaska
Attn: Dan Wick, Parks and Recreation Director
415 Main Street
Onalaska, WI 54650

TO LCCVB: La Crosse County Convention and Visitor's Bureau, Inc.
Attn:
410 E Veterans Memorial Drive
La Crosse, WI 54601

The date shown on the return receipt as the date on which said registered or certified mail is received by the addressee shall be conclusively deemed to be the date on which a notice, consent, demand, presentation, or request is given or made. A party's address may be changed at any time or from time to time by notice given to the other party as herein provided.

15. Improvements or Remodeling. The LCCVB accepts the Leased Premises AS IS. All alterations must be approved by Landlord, which approval shall not be unreasonable withheld, conditioned or delayed. In the event LCCVB desires to make any additions or changes to the Leased Premises or improvements on the Leased Premises, it may do so after securing the written consent of Landlord. Prior to termination of the Lease, LCCVB shall remove all improvements and return the property to its original condition, in the event that LCCVB fails to remove all improvements and return the property to its original condition prior to termination of the Lease, Landlord shall removal all the improvements and return the property to its original condition and shall charge the actual cost of such a removal plus a 15% administrative fee to the LCCVB.

16. Waiver. One (1) or more waivers of any provision of this Lease by either party shall not be construed as a waiver of a further breach of the same provision.

17. Remedies Not Exclusive. Each of the rights, remedies, and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of said rights, remedies, and benefits, or of any other rights, remedies, and benefits allowed by law.

18. Binding Effect. The obligation and rights under this Lease shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

19. Headings. Any headings preceding the text of the paragraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Lease or affect is meaning, construction or effect.

20. Entire Agreement. This Lease Agreement constitutes the entire agreement of the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

21. Applicable Law. This Lease shall be construed in accordance with the laws of the State of Wisconsin as a Wisconsin contract.

IN WITNESS WHEREOF, this Lease is hereby executed the day and year first above written.

LANDLORD

CITY OF ONALASKA

By: _____
Joe Chilsen, Mayor

By: _____
Cari Burmaster, City Clerk

LCCVB

LA CROSSE CONVENTION AND VISITOR'S BUREAU, INC.

By: _____
Name:
Title:

The form of this Agreement has been reviewed and approved by the Onalaska City Attorney provided the Agreement is fully executed on or before _____, _____.

_____
Sean O'Flaherty, City Attorney