



City of Onalaska Meeting Notice

COMMITTEE/BOARD: Parks & Recreation Board
DATE OF MEETING: October 28, 2019 (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 previous meeting
3. Public input: (limited to 3 minutes / individual)

Consideration And Possible Action On The Following Items:

4. Approve bid to Staples for chairs and foot stools at the library in an amount not to exceed \$16,857.16
5. Approve bid to Clemmer Taping and Texture for the painting of the area above the walkway outside of the library in an amount not to exceed \$1,375
6. Approve bid to Viking Electric for library lighting in an amount not to exceed \$9,464.53
7. Approve bid to Kish & Sons Electric for library ceiling fan installation in an amount not to exceed \$5,667
8. Approve Shared Revenue Lease Agreement with MOX Hockey LLC for skate sharpener at Omni Center
9. Recap of the Public Information Meeting regarding Oak Park #5

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. Tom Smith
 Ald. Jim Olson
 * Ald. Dan Stevens - Chair
 Ald. Diane Wulf
 Ald. Boondi Iyer
 Ald. Kim Smith

City Attorney City Administrator
 La Crosse Tribune Dept. Heads.
 Coulee Courier
 WKTY WLXR WKBT WXOW WLAX

*Patric McGuane
 *Andrea Benco
 *Brian Udermann
 *Connor Nagy
 *Steven Nott
 *Obhe Johnson

Onalaska Omni Center
 Onalaska Public Library

*Committee Members

Date Notices Mailed and Posted: 10-23-19

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.

10. Report from Blufflands Coalition
11. Report from Onalaska Enhancement Foundation
12. Director's Report
 - a. Parks Update
 - b. Recreation Update
 - c. Aquatic Center Update
 - d. Omni Center Update
 - e. Library Update

13. Closed Session

To consider a motion to convene in Closed Session under Section 19.85(1)(e) of the Wisconsin Statutes for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons require a closed session:

- Potential purchase of park land

If any action is required in Open Session, as the result of the Closed Session, the Board will reconvene in Open Session to take the necessary action and/or continue on with the printed agenda.

14. Adjournment

City of Onalaska Parks and Recreation Department
 Library Chair Replacement
 10/23/2019

Vendor	Lounge Chair w/ Wood Armcaps (6)		Lounge Chair w/ Wood Armcaps (4)		Lounge Chair w/ Tapered Wood Skirt (3)		3 Seat Sofa w/ tapered wood skirt (1)		Lounge Chair w/ tapered legs (6)		Lounge Chair w/ laminate tablet (2)		Shipping/Delivery	Grand Total
	Per	Total	Per	Total	Per	Total	Per	Total	Per	Total	Per	Total		
Staples	\$813.12	\$4,878.72	\$935.00	\$3,740.00	\$657.80	\$1,973.40	\$1,173.92	\$1,173.92	\$534.60	\$3,207.60	\$771.76	\$1,543.52	\$340.00	\$16,857.16
	Reno Lounge Chair w/ Wood Legs		Confide Lounge Chair		Flock - Square Lounge chair		Reno 3 Seat Sofa w/ wood legs		Grove - Single seat Lounge		Grove - single seat Lounge w/o tablet			
	Per	Total	Per	Total	Per	Total	Per	Total	Per	Total	Per	Total	Shipping/Delivery	Grand Total
Emmons Business Interiors	\$881.12	\$5,286.72	\$1,025.47	\$4,101.88	\$920.40	\$2,761.20	\$1,425.92	\$1,425.92	\$641.68	\$3,850.08	\$641.68	\$1,283.36		\$18,709.16

City of Onalaska Parks and Recreation
Library - Painting
October 23, 2019

Vendor	Price
Clemmer Taping & Texture	\$1,375.00

City of Onalaska Parks and Recreation Department
Library - Ceiling Fan install
October 23, 2019

Vendor	Price
Wehrs Electric	\$5,980
Kish & Sons Electric	\$5,667

City of Onalaska Parks and Recreation
 Library - Lighting
 October 23, 2019

Vendor	Sylvania LED 17 T8 (2 bulb fixture) (360)		Sylvania LED 17 T8 (4 bulb fixture) (249)		Sylvania LED 17 T8 (Single T8 fixture) (18)		Sylvania Downlight recessed and retrofit (53)		Sylvania LED ballast Free T5 (60)		Sylvania 150 watt LED (11)		Grand total
	Per	Total	Per	Total	Per	Total	Per	Total	Per	Total	Per	Total	
Viking Electric	\$6.65	\$2,394.00	\$6.65	\$1,655.85	\$6.65	\$119.70	\$57.97	\$3,072.41	\$12.06	\$723.60	\$136.27	\$1,498.97	\$9,464.53
1000 Bulbs	\$6.99	\$2,516.40	\$6.99	\$1,740.51	\$6.99	\$125.82	\$77.00	\$4,081.00	\$14.11	\$845.60	\$120.36	\$1,323.96	\$10,634.29

**MOX Hockey LLC***Shared Revenue Lease Agreement*

Company: MOX Hockey LLC
Agent: Nicholas D. Stuhr – Managing Member
Lessor: **City of Onalaska - OMNI Center**
Agent: **Dan Wick - Director of Parks and Recreation**
Re: MOX:SHOP – A Hockey Based Technology and Products Company
Date: Monday, October 14, 2019

Parties and Leased Premises

1. This lease agreement is made on Monday, October 14, 2019 between MOX Hockey LLC (hereinafter referred to as “Company”), and City of Onalaska - OMNI Center, hereinafter referred to as “Lessor” located at 255 Riders Club Rd, Onalaska, WI 54650. This agreement relates to the OMNI Center, more particularly the area centrally located in the total facility, northeast of the main entrance, situated next to the existing rental skate storage room in the expanded portion of the facility (rink two).

1. Rates and Duration of Agreement**Option 1: Shared Revenue Lease Agreement**

The Company shall provide all necessary equipment, retail fixtures, software, hardware, inventory, and insurance to gainfully occupy the Leased Premises and provide customer service to the patrons of the Lessor’s facility for the purpose of business revenues and profits for a period of five years. A new agreement shall be presented upon the termination of this agreement once the five-year period has passed. In exchange for this use of the Leased Premises, and as rent, the Company shall pay to Lessor the following amounts for each sharpening and vending transaction that occurs within the following years of the agreement:

- **Year One:** \$0.25 / sharpening & vending transaction
- **Year Two:** \$0.35 / sharpening & vending transaction
- **Year Three:** \$0.40 / sharpening & vending transaction
- **Year Four:** \$0.45 / sharpening & vending transaction
- **Year Five:** \$0.50 / sharpening & vending transaction



Option 2: Technology License with Shared Revenue Lease Agreement

The Company shall provide a use license to the Lessor for the rate of \$4000 USD for an open use license of the MOX:SHOP service vending system – specifically the Web Enabled Semi-Autonomous Blade Reconditioning Process (skate sharpening service). Option 2 includes a single sharpening machine per radius station and would require the end user to load and sharpen one skate at a time. Once the license is purchased and agreed to through this contract, the Lessor shall not pay any additional fees as a result of the conditions of this shared revenue lease agreement; set-forth in this document at the time of its signing, for the use of the technology at their location and shall have no other direct costs associated vending of sharpening services provided by the Company. If the lessor chooses to bundle product vending with Option 2, the Lessor shall pay an additional \$1000 per location for the addition of the MOX:BOX Hockey Product Vending equipment and technology.

The Company shall provide all hosting, equipment maintenance, applicable customer service, credit card processing, machine warranties, and replacement grinding wheels for the equipment placed in the Lessor's facility or facilities. The Company shall pay the Lessor a **\$1.25 USD fee** for each paid sharpening transaction occurring in the Lessor's facility or facilities in exchange for the space, general cleaning, and access to wall power (125V 20amp) and internet connectivity (30mbps minimum average). If the lessor chooses to bundle product vending with Option 2, the lessor shall receive **15% of all product vending sales** which occur within their facility. The Company shall be contractually bound as the wholesale provider of all product inventory, and the lessor's responsibilities and requirements shall be the same as the conditions stated above for the skate sharpening vending services, with the addition of product stocking in the Company's product vending equipment placed in the lessor's premises.

All shared revenue rates shall be reviewed annually to ensure an equitable relationship between the two parties.

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Definition of a MOX:SHOP Transaction

A transaction is considered any event which creates credit or debit transaction through our processor(s). There are no cash transactions in the MOX:SHOP, and all sales transactions are recorded as separate events in the admin surface of our proprietary software. Any transactions for other rinks outside of this specific location are not included within this agreement. Any transaction conducted online through the MOX Hockey's Online eCommerce website are not included within this agreement.

1.1. Payments shall be sent by the Company to the Lessor via paper check or



electronic ACH with a statement showing the total transactions and the sum paid. Credits will be deducted from the quarterly transaction reconciliation. The payment method shall be determined by the Company.

- 1.2. Reconciliation cycles shall be scheduled quarterly in association to the September 1st start date of the annual agreement. The dates of the reconciliation shall be: November 30, February 28, May 31, and August 31. The Company shall issue payments to Lessor comprising Lessor's share of transaction revenue described in Section 2.1, above, within 30 days from the date of each quarterly reconciliation cycle's completion. If the Company fails to pay the amount due, the Lessor shall provide the Company a written default notice, allowing 15 days to correct the violation or default before further action can be taken. If the Company fails to remedy a violation or default within 90 days from the Lessor's written notice, the Lessor shall have full authority to terminate this agreement. Termination conditions stated in *Termination* section below.
- 1.3. Year One of this agreement shall begin on the date which it has been signed by both parties, but Year One shall not be considered complete until a full twelve-month cycle of September 1st – August 31st has been realized and recognized by the company. This is done to ensure the Company has adequate opportunity to maximize its exposure to revenue for a complete hockey season to recapture its investment into the assets and resources necessary to operate a profitable business with the Lessor's facility.

2. Conditions

The Company shall provide all necessary equipment, retail fixtures, software, hardware, inventory, and insurance to occupy the above-mentioned and below-mentioned physical space within the Lessor's facility. The Lessor agrees that the Company may install equipment and fixtures for the purpose of operating the Company's business at the Leased Premises and that such equipment and fixtures furnished and installed by the Company shall remain the property of the Company.

- 2.1. The Lessor agrees to obtain and pay for any utilities that are in addition to those that are currently available. Phone and Internet services are not included in this agreement; however, the Lessor shall provide reasonable access to an Internet connection within the network and connection the Lessor is paying for with their local Internet Service Provider for the purpose of communication with various equipment assets, controls, or anything else the Company deems necessary to conduct normal business operations.



- 2.2. The Lessor shall be responsible for the repair and upkeep of the exterior of the property, including the roof, exterior walls, parking areas, landscaping, and building foundation. The Lessor shall be responsible for upkeep of the interior of the space in which the MOX:SHOP store and/or storefront is occupying; including all electrical, mechanical, plumbing, heating, cooling, or any other system or equipment in direct relation to the MOX:SHOP. The Lessor is responsible for payment, maintenance, and service for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to the Company's use of the Leased Premises. The Lessor agrees to maintain the interior of the property and the surrounding areas which are in direct contact with the primary MOX:SHOP space in a clean, safe, and sanitary manner. At the termination of this Shared Revenue Lease Agreement, the Company agrees to leave the property in the same condition as when it was received, except for normal wear and tear. The Company also agrees to comply with all rules, laws, regulations, and ordinances affecting the property or the business activities of the Company.
- 2.3. The Lessor agrees to pay all real estate taxes and assessments against the Leased Property.
- 2.4. As a part of the shared revenue model based on transactions, The Company requests cooperation from the Lessor to assist in notification and restocking of goods and skate sharpening consumables as needed.
- 2.5. The Company shall not sublet the Leased Premises or assign this Revenue Sharing Lease Agreement without the Lessor's written consent. Company agrees to allow Lessor reasonable access to the area in which the Company's equipment fixtures are installed, described in this document '*Parties and Leased Premises, 1*' for inspection and repair.

The Company agrees not to do anything that will increase the Lessor's insurance premiums and, further agrees to indemnify and hold Lessor harmless from any liability or damage arising out of the Company's use of the Leased Premises or its performance under this Agreement, whether caused by the Company's operations or otherwise. The Company agrees to carry and pay for all premiums for casualty insurance on any equipment or fixtures that the Company installs at the property. In addition, the Company agrees to carry business liability insurance, including both bodily injury and property damage coverage, covering all Company's business operations with the Lessor named as a co-insured party. Company agrees to furnish Lessor copies of the insurance policies and to not cancel the policies without notifying the Lessor in advance. Company agrees to provide Lessor with a Certificate of Insurance which indicates that Lessor is a co-insured party and that Lessor shall be



provided with a minimum of ten days written notice prior to cancellation or change of coverage.

- 2.6. Copyright. As a part of this agreement and relationship, the Lessor may become privy to information about the Company's business, business model, intellectual property and copyright and as a result agrees to keep in confidence any such information that constitutes a trade secret under applicable law.
- 2.7. The exclusive venue for addressing any disputes between the Company and Lessor shall be the circuit court in La Crosse County, Wisconsin, and both the Company and the Lessor consent to the subject matter and personal jurisdiction of that Court. The parties shall attempt to resolve all disputes privately prior to seeking any form of legal action by Company or Lessor. If no private resolution is obtained by the Company and/or Lessor amicably, either party may pursue any available remedy through the La Crosse County Circuit Court but must notify the other party prior to doing so.
- 2.8. The Company shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Leased Premises.

3. Termination

- 3.1. Immediately upon termination of the Shared Revenue Lease Agreement, the Company agrees to surrender possession of the Leased Premises.

Upon termination of the Shared Revenue Lease Agreement, the Lessor shall have the right to re-enter the Leased Premises and take possession of it, remove Company, and Company assets including equipment and fixtures, and to take advantage of any other legal remedies available.

- 3.2. The Lessor shall provide the Company with a written 90 day notice of Termination, and the Company shall be liable to the Lessor the appropriate revenue share according to the schedule of shared revenue rates up to and including the date of termination.
- 3.3. The parties agree that if any legal action is necessary to enforce any rights granted or obtained under this agreement, each party shall be solely responsible for the payment of its legal fees and costs in pursuing or defending against such legal action.



4. Agreement

- 4.1. The parties agree that this Shared Revenue Lease Agreement is the entire agreement between them and that no terms of this Shared Revenue Lease Agreement may be changed except by written agreement of both parties. This Shared Revenue Lease Agreement is intended to comply with any and all applicable laws relating to Lessor and Company relationships in this state. This Shared Revenue Lease Agreement binds and benefits both Lessor and Company and any heirs, successors, representatives, or assignees.

- 4.2. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated by this Agreement are fulfilled to the extent possible.



By signing below, I agree to the aforementioned conditions, statements, terms, dates, and liability; and wish to engage in a Lessor & Company relationship for the purpose of executing the Shared Revenue Lease Agreement.

Company: MOX HOCKEY LLC

Agent: NICHOLAS D STUHR

Date:

Lessor:

Agent:

Date:



OAK PARK #5 PUBLIC MEETING 10-8-19

- We would like to see it left as green space if at all possible. Would like a ball diamond, picnic tables, divided between interested neighbors. Would not like lights or large building.
- I would prefer that the ballfield/green space remain as is. The field was not maintained well in the town and was run down and became not useful as a ballfield. A better sign should be up, I see there is a new one now. Maybe a picnic area, repair the ballfield. Maybe have picnic tables, horse shoe pit, keep the ballfield
- Parking is very limited, streets not wide enough for it. Park area is quiet. We are not home during the day to see how much it gets used. Picnic table area would be nice. Park is hidden, not well signed. Would like to hear more about it if you decide to divide it out. Safety for children is concerned – uncontrolled intersection at Birch and Craig Lane W
- Keep as is. Ball Park is ok. No lights. Softball – no baseball. It has no parking and should be for families in the area
- Leave it as is or plant trees and natural prairie habitat and mow less
- I would like to see it stay a nice green space. Even when the kids are playing in the park they are not loud. Would like to see picnic tables, shelter, leave as is, trees. Do not want buildings (apt. house, etc) Pickleball (no parking)
- Either keep it the way it is or else sell it to home owners who are interested in purchasing it. If it is developed as a playground/ninja park – the easement will need to be paved and some fencing will be needed.
- I would be interested in purchasing the whole lot. It would blend perfectly with my lot. The neighborhood does not have enough young children to warrant much spending on the lot. With the easement being adjacent to my lot, I don't really like think about a huge amount of "traffic" next to, and through my yard.