



# City of Onalaska Meeting Notice

**COMMITTEE/BOARD:** Parks & Recreation Board  
**DATE OF MEETING:** January 27, 2020 (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. Election of Officers
  - a. Chairperson
  - b. Vice Chairperson
5. Recommendations on future of Oak Park #5
6. Approve the purchase of a Smithco Super Star ballfield groomer from Horst Distributing, at a cost not to exceed \$8,000
7. Approve Water Management Assistance Program with Carrico Aquatics Resources, Inc. at a cost not to exceed \$13,100 for 2020 & \$14,380 in 2021
8. Approve vacuum cleaner purchase from Dalco at a cost not to exceed \$836.58
9. Approve Library front door closure replacement to La Crosse Glass Service at a cost not to exceed \$6,892.82
10. Approve the purchase of pipe and bases from Georgia Expo at a cost not to exceed \$3,061.59

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 Kim Smith  
 Ald. Tom Smith  
 Ald. Jim Olson  
 \*Ald. Dan Stevens  
 Ald. Diane Wulf  
 Ald. Steven Nott  
 Vacant  
 \_\_\_\_\_  
 City Attorney            City Administrator  
 La Crosse Tribune    Dept. Heads.  
 Coulee Courier  
 WKTY WLXR WKBT WXOW WLAX

\*Patric McGuane  
 \*Andrea Benco – Vice Chair  
 \*Brian Udermann  
 \*Connor Nagy  
 \*Vacant - Chair  
 \*Obhe Johnson  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Onalaska Omni Center  
 Onalaska Public Library

\*Committee Members

Date Notices Mailed and Posted: 1-22-20

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. Approve the purchase of power panel for Omni Center Arena #1 from Viking Electric at a cost not to exceed \$18,620
12. Approve the install of the Omni Center power panel to Wehrs Electric at a cost not to exceed \$9,306
13. Approve the purchase of a card printer from Amazon at a cost not to exceed \$1,081
14. Approve the purchase of indoor turf for the west wing of the Omni Center from Summit Commercial Fitness at a cost not to exceed \$20,051.40
15. Approve the installation of the indoor turf for the west wing of the Omni Center from M3 Flooring at a cost not to exceed \$8,640
16. Approve the purchase of a walk behind floor scrubber from DWD Enterprises at a cost not to exceed \$8,700
17. Report from Blufflands Coalition
18. Report from Onalaska Enhancement Foundation
19. Director's Report
  - a. Parks Update
  - b. Recreation Update
  - c. Aquatic Center Update
  - d. Omni Center Update
  - e. Library Update
20. Adjournment



# CITY OF ONALASKA

## ATTORNEY'S OFFICE

415 Main Street | Onalaska, WI 54650 | p: (608) 392-0235 | www.cityofonalaska.com

#5

## MEMO

Date: January 21, 2020  
To: Dan Wick, Park & Recreation Director  
From: Amanda Jackson, City Attorney  
Re: Options for Oak Park No. 5

### Background:

Oak Park No. 5 was originally platted as part of the Second Addition to Oak Park in the Town of Onalaska in the early 1970's. Since it was originally platted in the township it was subject to the Town of Onalaska's requirements for green space at that time. In the early 1990's the Second Addition to Oak Park was annexed into the City of Onalaska, including the five parks originally platted. The Town of Onalaska's green space requirements are different than those of the City. Specifically the Town required more green space acreage than the City and also did not have a minimum park size requirement. Had this addition originally been platted within the City of Onalaska, the City would have required less overall green space but larger parks, requiring a minimum of 2 acres for the parks at the time that they were annexed.

When green space is dedicated, it is essentially dedicated under the provision that the land will be used for the purpose for which is dedicated. In this case, the land was dedicated on the plat as a park. If it becomes impossible or impracticable for the land to be devoted to that purpose (a park), the City has the option of either giving the land back to the dedicators or accept a grant relieving the City of the condition (dedication for purposes of a park). Practically, the City will need to either petition the La Crosse County Circuit Court for an Order allowing the City to sell the land or sign a written agreement with the heirs of the Second Addition to Oak Park No. 5 that allows the City to transfer the land. Additional case law and statutes direct that if the City desires to transfer Oak Park No. 5 it must do so for some amount of consideration, therefore giving the park away would not be an option.

**Options:** The City has two primary options with respect to Oak Park No. 5:

- 1) **Keep the Park.** The City could keep the park and maintain it in its current state or explore alternative natural landscapes that may be less costly for long term upkeep.
- 2) **Follow Wis. Stat. 66.1025 to offer the park for sale.** If the City desires to offer the park for sale, City staff would continue under the framework of Wis. Stat. 66.1025 to seek the necessary approvals. It is recommended that if the City desires to offer it for sale that the City take the position that the park land would be first offered to neighboring abutting property owners for sale

and then if no one was interested it would be offered to the general public. The property which was developed by several members of the Schaller family and Nerby family in the early 1970s, would require a significant line of heirs to sign off on the process. It is anticipated that because of this the City would likely go the route of petitioning the Court to order a sale of the land. Given the significant number of initial developers of the land, this would likely be the safest option to ensure that the City did not miss any potential heirs which may be difficult to find and/or track down. This process likely would take an estimated six months depending on the Court's calendar, but should hopefully allow for a sale of the land yet in 2020.

**Decision:** City staff is seeking a decision tonight as to whether the Park and Rec Board would like to leave Oak Park No. 5 a park or whether the City should pursue a sale of the park.



City of Onalaska Park and Recreation Department  
Field Groomer  
January 21st 2020

Vendor	Price
Horst Distributing*	\$7,590.00
Tractor Central, LLC - quote	\$14,900
Horst Distributing quote	\$19,854.00

In the process of putting the bid specification together we found that Horst Distributing has a used unit - price is listed above. Staff have inspected and drove the unit and we are recommending the purchase of the used machine at a cost not to exceed \$8,000



Providing Safe Clean Sparkling Blue Water

720 N. Parkway • Jefferson, WI 53549

Office: 920-541-3600

Fax: 920-541-3602

[www.carricoaquatics.com](http://www.carricoaquatics.com)

November 1, 2019

Mr. Dan Wick  
City of Onalaska  
415 Main Street  
Onalaska, Wisconsin 54650

*RE: Water Management Assistance Program Renewal*

Dear Dan,

Thank you for giving Carrico Aquatic Resources, Inc. the opportunity to provide you with water management services for the the last 5 years and we look forward to doing so again in 2020 and 2021.

As always, Carrico Aquatic Resources, Inc. utilizes expert knowledge from professional engineers, certified Aquatic operator instructors, chemical engineers, microbiologists and seasoned pool operators to solve pool and spa challenges and to ensure efficient operation in compliance with federal and state regulations.

Please review the enclosed information that outlines the terms of the water management program for your aquatic facility. To move forward, we will need the enclosed documents filled out and a purchase order number provided.

If you have any questions, please contact me at 800.832.7147.

Thank you,

Matt Carrico  
President  
Carrico Aquatic Resources, Inc.



## **OPERATION AND MAINTENANCE ASSISTANCE AGREEMENT**

This Operation and Maintenance Assistance Agreement (the “Agreement”) dated as of November 1, 2019 is between the City of Onalaska (the “Owner”), whose address is 415 Main Street, Onalaska, Wisconsin 54650 and Carrico Aquatic Resources, Inc. (“Carrico”), whose address is 720 N. Parkway, Jefferson, Wisconsin 53549

### **RECITALS**

Whereas, Owner is the Owner of an aquatic facilities as describe in Exhibit A of this Agreement (the “Facilities”); and

Whereas, Owner desired to engage Carrico to assist Owner to operate and maintain the Facilities and Carrico desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

Whereas, Owner is authorized by law to enter into this Agreement;

Now, therefore, in the consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

### **ASSUMPTIONS**

In our proposal we have assumed the following:

- Scope of services as outlined in the next section is the primary basis of Carrico’s proposal.
- As contractor to Owner, Carrico will provide management assistance and consultation for Owner to achieve optimum performance and to maintain related equipment for system integrity within budgeted resources.
- Carrico will interpret all meters and gauge readings as designated by code and provide Owner with recommendations and evaluation.
- Carrico in consultation with Owner, has the authority to close the Facilities to swimmers should unsafe conditions exist and keep Facilities closed until corrective actions have been successful.
- Carrico believes in continuing education of its employees, which translates into Owner receiving the advantages of the latest proven technology programs to provide the safest pools, to reduce liability and increase life expectancy of equipment and structure.
- Carrico does not formulate policy nor assume any ownership of the system, unless other wise stated. The Owner is responsible for all capital outlay items unless otherwise stated.

- Terms of this Agreement will be self-perpetuating unless either party, for whatever reason, wishes to terminate and follows the termination procedures set forth herein.

### **ARTICLE I: SCOPE OF SERVICES**

Carrico agrees to provide the following equipment, chemicals and services:

- 1.0 All chemicals needed to maintain pool chemical levels per Wisconsin state code
- 1.1 Operator Training
- 1.2 Delivery of chemicals F.O.B from closest point
- 1.3 14 point water analysis every 4-6 weeks
- 1.4 Routine visits to test water and check chemical inventory with advanced notice to the Park and Recreation Director

### **ARTICLE II: OWNERS' RESPONSIBILITIES**

- 2.1 Operate facilities according to State of Wisconsin's Department of Health Swimming Pool Code, in a safe and healthy manner, consistent with education and training provided by Carrico.
- 2.2 Designate in writing, the employees to be trained by Carrico. Designated individuals will be available for training on the agreed upon date and time. Additional training for individuals not in attendance or for new employees will be billed outside of this agreement, at the rate of \$115.00 per hour.
- 2.3 Routine maintenance; cleaning and filling chemical feed equipment, when needed; vacuuming pool(s); backwashing filter(s).
- 2.4 Notifying Carrico minimum of 14 days in advance of the need for additional chemical inventory. Carrico provides delivery of chemicals F.O.B. from closest location.
- 2.5 Chemicals needed to rebalance pool after emergency draining and refilling due to Acts of God, vandalism, glass breakage, or for other reasons beyond control of Carrico are not covered in this agreement. These chemicals will be billed outside of this agreement.
- 2.6 Owner assumes and shall bare the entire risk of loss, theft, damage, destruction, storage, handling and feeding of the equipment and chemicals provided from any cause whatsoever, except losses resulting from the defective design or manufacture of the equipment or chemicals and except losses from the time place and manner of the performance of maintenance that is Carrico's responsibility under this agreement. Owner shall at Owner's expense keep the equipment and chemicals insured against theft, damage, spills and/or destruction. Said insurance shall provide a provision naming Carrico as an additional insured for Carrico's interest in such equipment and chemicals.
- 2.7 Provide all chemicals needed for balancing pH.

### **ARTICLE III: CARRICO AQUATIC RESOURCES, INC. RESPONSIBILITIES**

- 3.1 Provide chemicals and services as described in Article I.
- 3.2 Provide sanitizer and balancing chemicals needed to maintain the pool water chemistry within State of Wisconsin's Department of Public Health Guidelines.
- 3.3 Routine visits to the Facilities to check equipment and water chemistry.

#### **ARTICLE IV: COMPENSATION**

- 4.1 Owner's guaranteed yearly investment for chemicals, operator training, and monthly visits is twelve thousand eight hundred and 00/100 dollars (\$12,800.00) for 2020 pool season.
- 4.2 Owner shall pay Carrico three thousand two hundred and 00/100 dollars (\$3,200.00) due on the first day of May, June, July and August for the 2020 pool season.
- 4.3 Owner's guaranteed yearly investment for chemicals, operator training, and monthly visits is fourteen thousand eighty and 00/100 dollars (\$14,080.00) for 2021 pool season.
- 4.4 Owner shall pay Carrico three thousand five hundred twenty and 00/100 dollars (\$3,520.00) due on the first day of May, June, July and August for the 2021 pool season.
- 4.5 There will be a one time charge per season of three hundred and no/100 dollars (\$300.00) to cover all deliveries.

#### **ARTICLE V: TERM**

- 5.1 Terms of this Agreement are a guaranteed yearly investment. This is a two year minimum agreement and will be self-perpetuating unless either party for whatever reason, wishes to terminate.
- 5.2 This agreement time period is for the 2020 and 2021 pool seasons.

#### **ARTICLE VI: TERMINATION**

- 6.1 Either party wishing to terminate agreement, must do so in writing no later than thirty days from the anniversary of the original signing of the agreement, of any given year.
- 6.2 If Owner terminates agreement within the first year or between anniversary dates in subsequent years, a Five Hundred Dollar (\$500.00) fee, per pool and or spa as designed in Exhibit A, will be assessed for removal of equipment and/or chemicals.
- 6.3 Owner agrees to allow Carrico access to Facilities within thirty days of termination of agreement to remove Carrico's equipment and/or chemicals.
- 6.4 Owner may terminate this agreement without penalty if Carrico fails to:
  - Supply chemicals as outlined in this agreement in a timely manner;
  - Perform routine visits to named Facilities
  - Provide routine water analysis report.
- 6.5 If the Owner terminates this Agreement pursuant to Section 6.4, the Owner agrees to give one written notice to Carrico of Owner's reason for potential termination and agrees to allow Carrico three weeks to correct any deficiencies before giving a final written notice of termination without penalty for removal of equipment and/or chemicals.

#### **ARTICLE VII: MISCELLANEOUS**

- 7.1 Any equipment which is provided by Carrico during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of Carrico upon termination of this Agreement. Carrico shall not make any capital replacement of the Facilities equipment or any component hereof without the written approval of the Owner unless there is an emergency. If there is an emergency, Carrico shall provide the Owner with verbal notice of the capital replacement as soon as possible.
- 7.2 This Agreement represents the entire Agreement of the parties and may only be modified or amended in writing and signed by both parties.

- 7.3 Written notices required to be given under this Agreement shall be deemed given when mailed by registered mail to Carrico, attention: President, and to Owner, attention \_\_\_\_\_, at the address set forth for each in the opening paragraph of this Agreement.
- 7.4 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.
- 7.5 Neither party shall assign, in whole or in part, any of the rights, obligations, or benefits of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 7.6 Service Calls that are the result of the Owner or the Owner's Operator created by neglect for routine housekeeping responsibilities are billable at a rate of \$115.00 per hour while on site. Routine housekeeping is defined as, but not limited to the following: maintaining correct water level, backwashing filter(s), keeping chemical feed equipment supplied with chemicals, performing daily preventive maintenance on chemical feed equipment, vacuuming pool, cleaning hair/lint basket(s), and skimmer baskets, removing oily buildup at waterline, daily testing of chemical levels and logging said results, as required by code, recording all gauge readings and cleaning sensors and restandardization of controller, adding of chemicals per Carrico directions.
- 7.7 Service Calls resulting from equipment failure, not related to routine housekeeping as defined in 7.6, are the expenses of Carrico.
- 7.8 Chemicals needed to rebalance pool after emergency draining and refilling due to Acts of God, vandalism, glass breakage, or other reasons beyond control of Carrico are not covered in this agreement. These chemicals will be billed outside of this agreement.
- 7.9 All chemicals used will be only those approved by and purchased from Carrico.

**ARTICLE VIII: AUTHORIZATION**

8.1 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date of \_\_\_\_\_, 20\_\_\_\_\_.

**CARRICO AQUATIC RESOURCES, INC.**

**CITY OF ONALASKA - OWNER**

By: \_\_\_\_\_  
Tom Carrico

By: \_\_\_\_\_  
Owner

P.O. \_\_\_\_\_

Exhibit A

"Facilities" as referred to in this document consist of the following:

- 255,000 gallon main pool



City of Onalaska Park and Recreation Department  
Library Vacuum  
January 17th, 2020

Vendor	Total
Amazon	\$1,081
Dalco	\$836.58

Versamatic 18" Vacuum

City of Onalaska Park and Recreation Department  
Library Front Door Closures  
January 17th, 2020

Vendor	Total
Kendell Door and Hardware	\$9,959
Glass Service Center	\$6,892.82

City of Onalaska Park and Recreation Department  
Omni Center Pipe and Bases  
January 17th 2020

Vendor	Bases	Uprights	Crossbars	Shipping	Total
Onlineeei.com	\$18.99	\$17.99	\$39.99		
Pipe and Drape Online	\$39.99	\$14.63	\$23.58		
Georgia Expo	\$11.97	\$9.17	\$16.27	\$410.19	\$3,061.59

Based on individual pricing, staff recommends going with Georgia Expo and purchasing - 125 bases; 55 uprights and 40 crossbars for a grand total of \$3061.59

City of Onalaska Park and Recreation  
Omni Center Arena #1 Electrical Panel Replacement - install  
January 21st 2020

#11 &

#12

Vendor	Cost
Wehrs Electric	\$9,306
Kish & Sons Electric, Inc.	\$12,730

Power Panel - owner direct purchase

Vendor	Cost
Viking Electric	\$18,620

City of Onalaska Parks and Recreation Department  
Card Printer  
1/15/2020

Vendor	Type	Cost
Amazon	Datacard SD260	\$1,081.00
IDSecurity	Zebra ZC100	\$1,116.00
IDWholesaler	FargoC50	\$1,250.00
BarcodeGiant	AlphaCard Pro500	\$1,898.00

City of Onalaska Park and Recreation Department  
Indoor Turf for West Wing of Omni Center  
January 20th 2020

#14 &

#15

Turf Pricing

Vendor	Total Cost
Summit Commerical Fitness	\$20,051.40
Johnson Fitness & Wellness	\$16,709.50

Install Pricing

Vendor	Total Cost
Johnson Fitness & Wellness	\$14,871.95
M3 Flooring	\$8,640.00

#16

City of Onalaska Park and Recreation  
Floor Scrubber  
January 22nd 2020

Vendor	Brand	Width	Rotor or Cylinder	Price
Dalco	Advanced	24"	Rotor	\$9,679.00
Dalco	Minuteman	26"	Rotor	\$9,754.00
Schilling	Viper	26"	Rotor	\$5,434.80
Schilling	Advanced	24"	Rotor	\$7,942.63
DWD Enterprises	Factory Cat	26"	Rotor	\$7,500.00
DWD Enterprises	Factory Cat	25"	Cylinder	\$8,700.00