

6. Approve contract with RecDesk Software for registrations, reservations, and point of sale operations
7. Approve aquatic center slide repairs to Fischer Brothers in the amount not to exceed \$10,350 (this was a 2019 project)
8. Approve contract with LiveBarn to provide automated online broadcast services at the Omni Center
9. Review options related to the Omni Center participation in Global Biorisk Advisory Council (GBAC) Accreditation program
10. Report from Blufflands Coalition
11. Report from Onalaska Enhancement Foundation
12. Director's Report
 - a. COVID-19
 - b. Parks Update
 - c. Recreation Update
 - d. Aquatic Center Update
 - e. Omni Center Update
 - f. Library Update
13. Adjournment

Staff Review Summary

City of Onalaska

Parks, Recreation and Library Board

July 27th, 2020

Agenda Item: 4

Project/Name: Great River Landing Trail/Boardwalk

Location: Great River Landing

Request Action: Recommend design options to move forward for public input

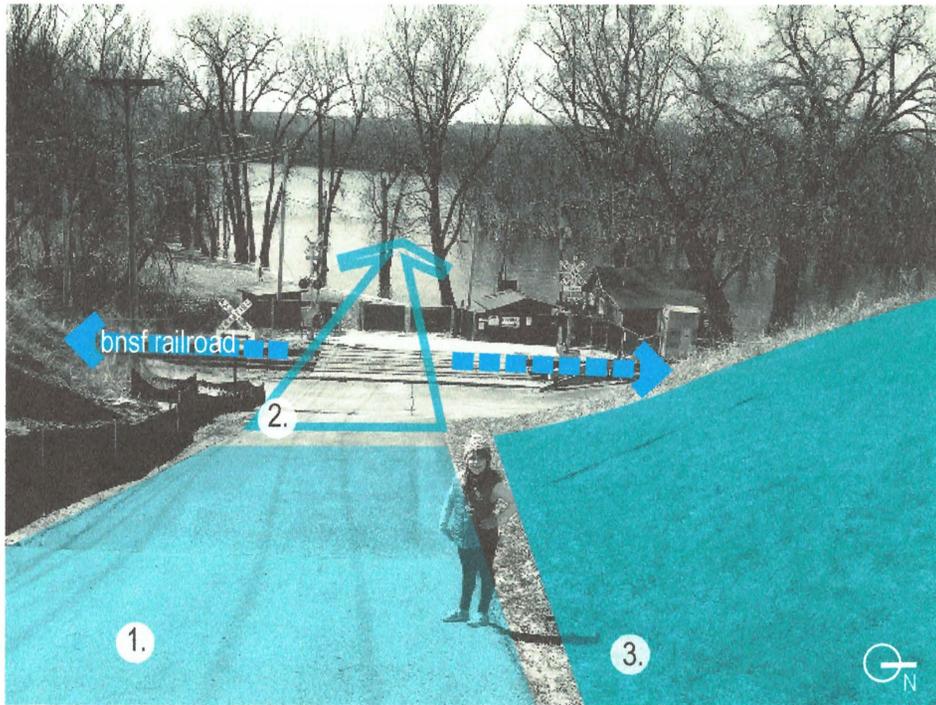
Staff Report: City staff have been working with SEH on the design concepts for the trail system at the Great River Landing. The focus of this project is to provide a safe trail system from Irvin Street to the Spillway

Attachments: GRL Attachments

Great River Landing - Onalaska, WI Draft Conceptual Riverwalk Design

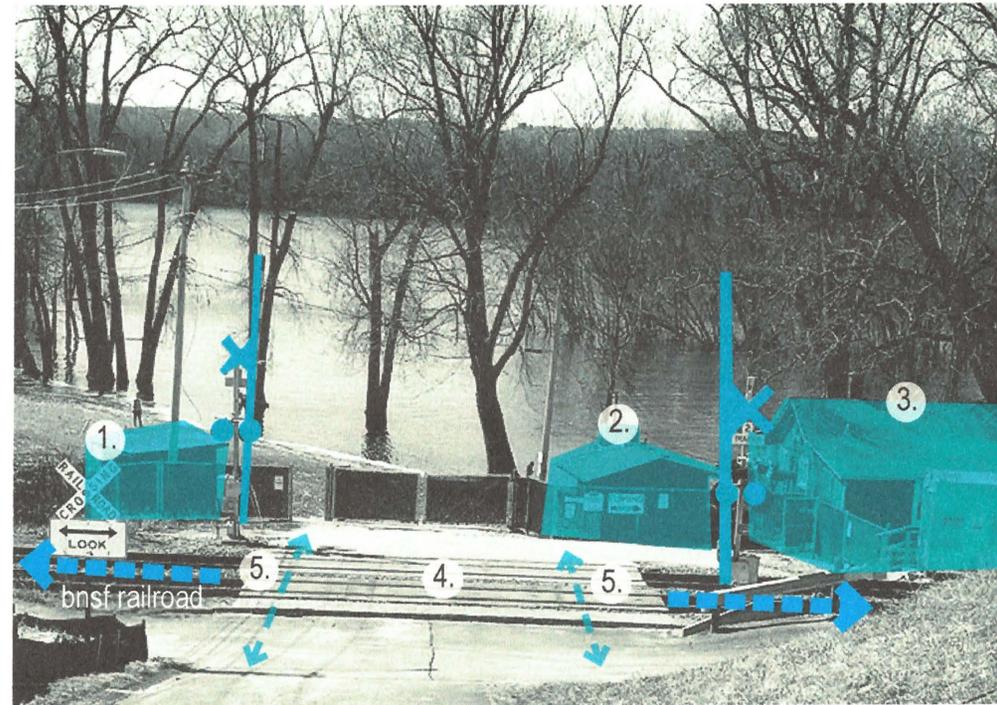
July 21, 2020





S - Irvin Street path at RR crossing (A)

- 1. Public plaza / gateway
ADA accessibility and
parking challenge.
- 2. Enhance view to river
- 3. Opportunity for interpretive/public
art and landscape enhancements

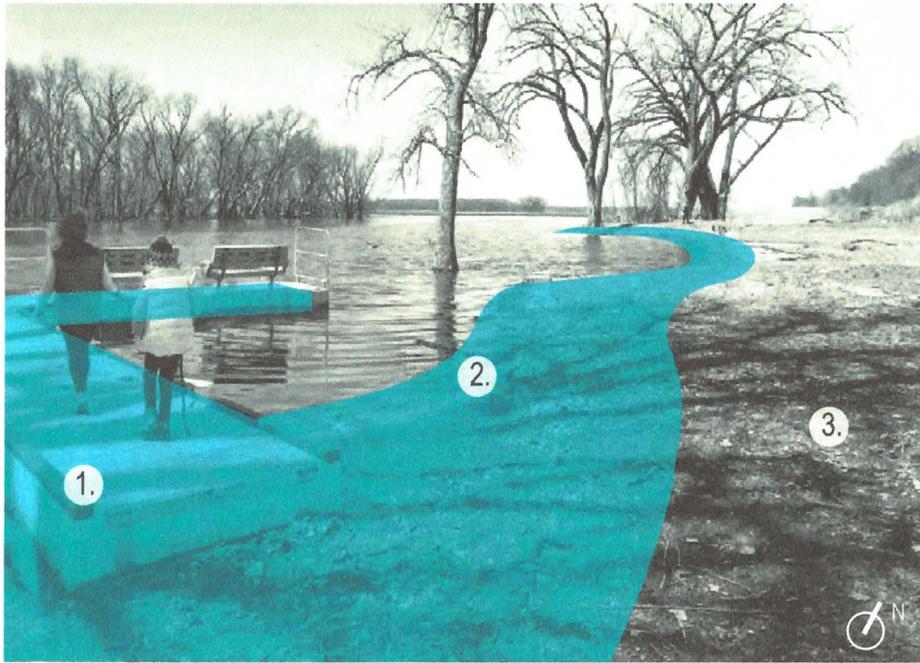


ISSUES - Irvin Street buildings and Rail Road Crossing (E)

- 1. Storage Building - possible
removal
- 2. Restroom Building - keep building,
update for ADA access, verify
updates with site visit.
- 3. "Cottage" - stores paddle craft.
Underwent remodel in 2007.
Explore potential of replacing with
new facility and/or linking restroom
and cottage buildings. City has
jurisdiction on all buildings (all in
floodplain).
- 4. Enhance safe pedestrian,
cyclist crossing through c
placemaking: pavement,
art installations
- 5. Approx 80 trains a day in
direction/both tracks pose
riverfront access challenge

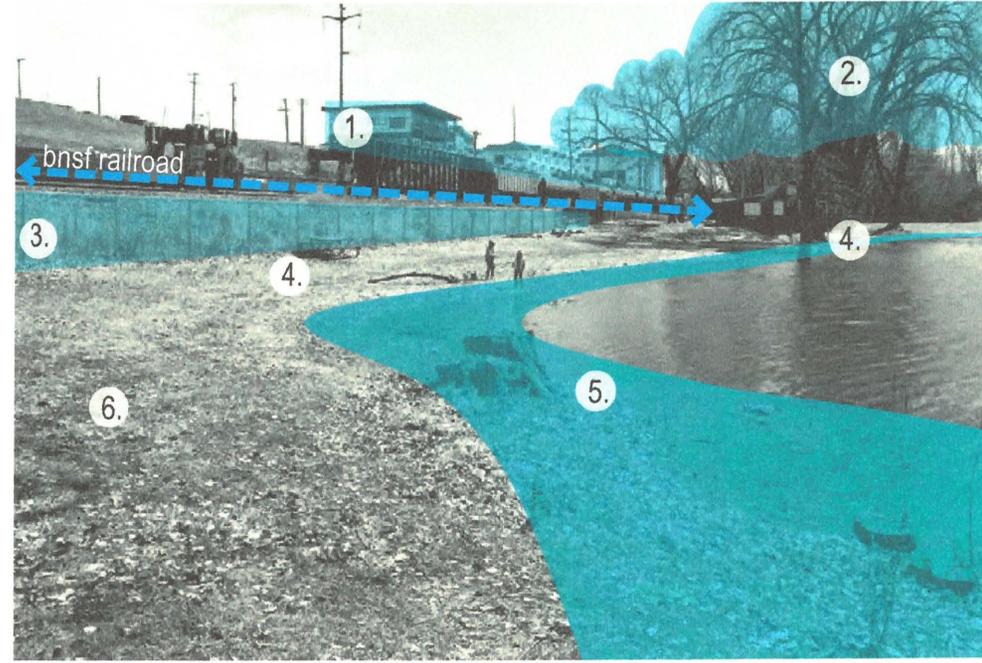
River Landing - Onalaska, WI

Updated Site Photos



S - Irvin Street terminus at riverfront (C)

- 1. Existing fishing pier adjacent to craft storage. With new pier, integrate with new pier. Maintain and/or improve accessibility.
- 2. Fluctuating river levels, gradual sloped shoreline and shoreline soils pose challenge for hard, on-grade trail
- 3. Potential hybrid trail - floating/paved

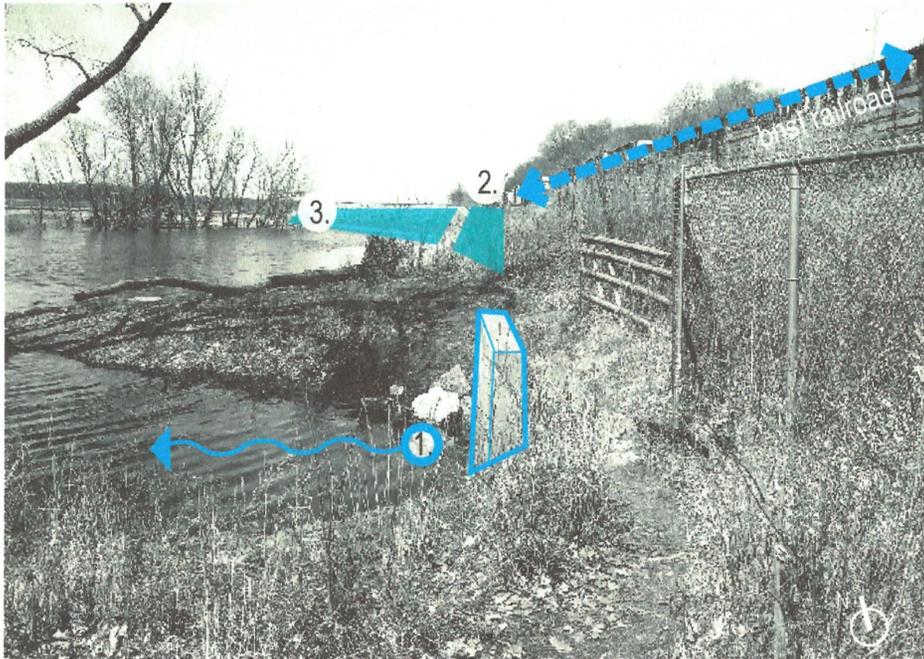


ISSUES - Waterfront (D)

- 1. Increased use of waterfront from adjacent multifamily residential development
- 2. Preserve existing tree canopy
- 3. Existing chain link fence along railroad. New fence opportunity - relocated to city side of railroad, adjacent to Great River Trail to minimize trapping. Replace existing fence with landscape buffer.
- 4. Existing recreational element - upgrade to establish river identity and improve user experience
- 5. Fluctuating river levels and sloped shoreline
- 6. Possible hybrid trail - floating/paved

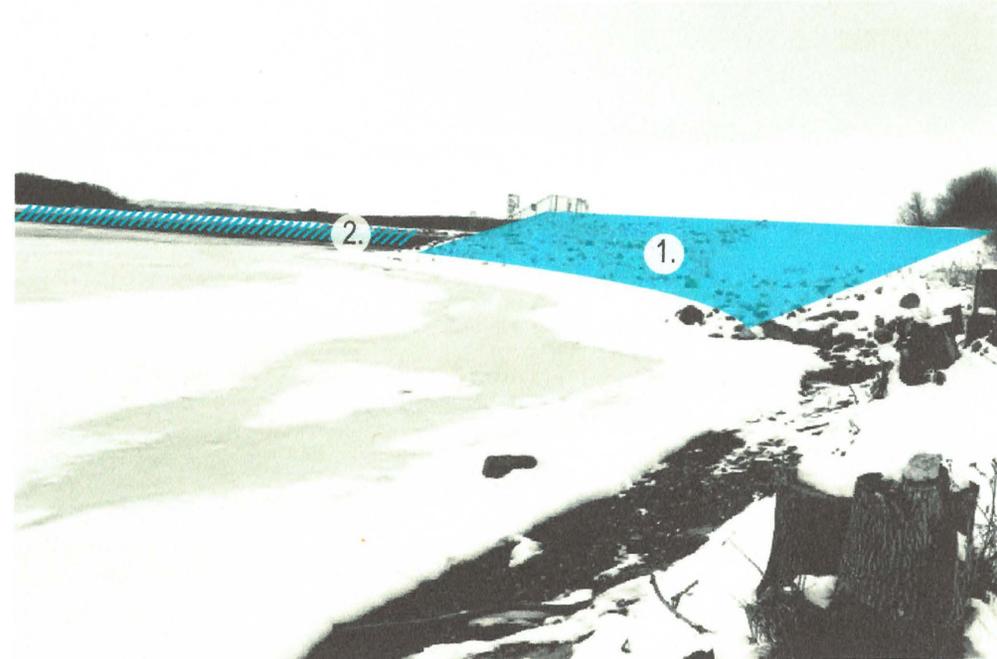
River Landing - Onalaska, WI

Site Photos



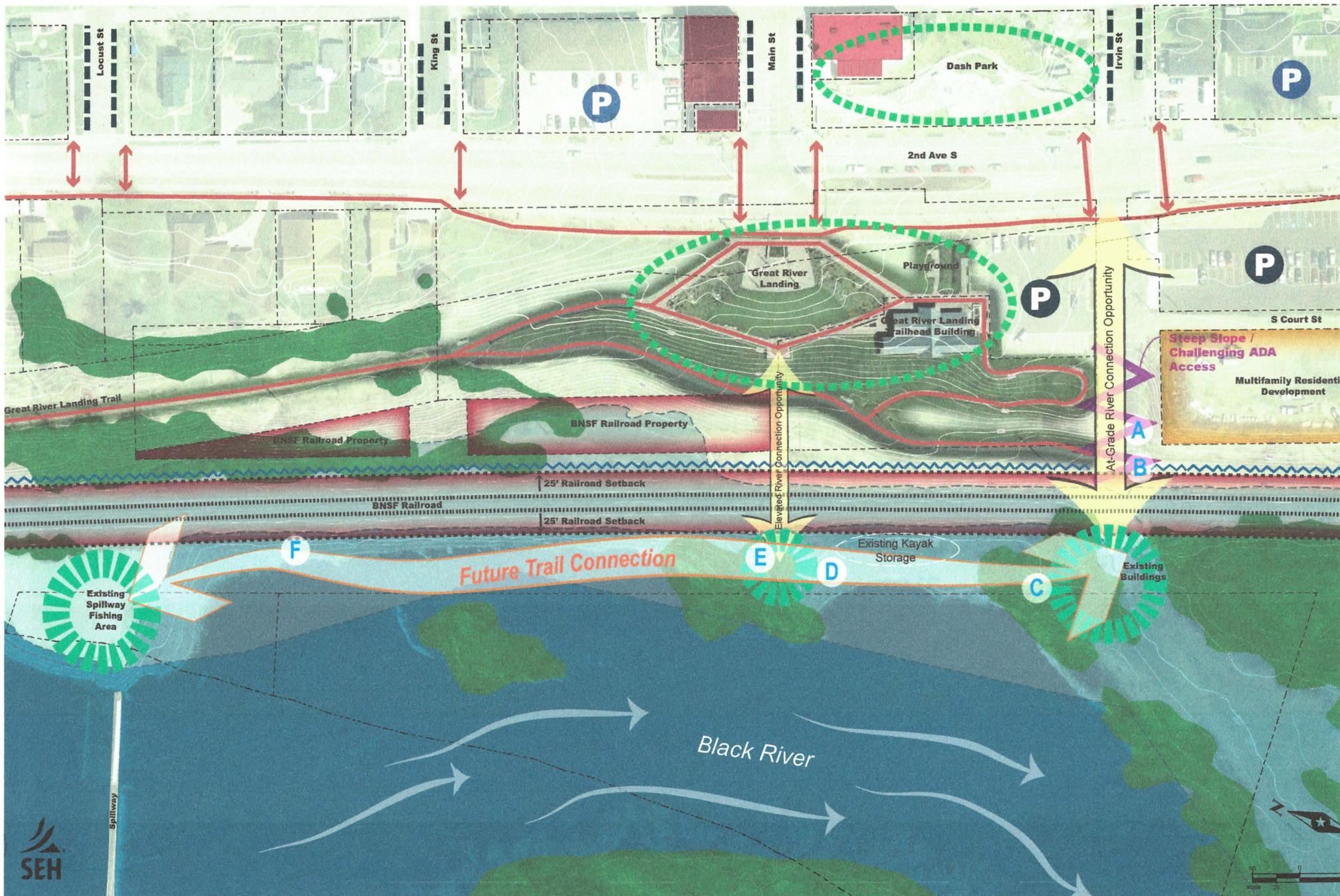
S - Riverfront at stormwater outfall (E)

- stormwater flows.
- Enhancement public art
- Explore potential of headwall as elevated
- 1. Stormwater flows.
- 2. Narrow land mass between park and spillway fishing area - path access to fishing area to be in-water improvement and allow for fluctuating water levels
- 3. Gravel bar - existing fishing location, opportunity for gathering space



ISSUES - Spillway and Gravel Fishing Bar (F)

- 1. Gravel bar - existing fishing location, opportunity for gathering space. Verify trail alignment and anchoring limitations within spillway embankment.
- 2. Spillway - limit access - fishermen currently wade across the swiftly flowing water



River Landing - Onalaska, WI Opportunities Map

- | | | | | | |
|-------------------------------|------------------------|--------------------------------|-----------------------------|---------------------------------------|--------------------------------------|
| Floodway | Existing Tree Cover | Existing Pedestrian Connection | Existing Gathering Space | Public Off-Street Parking | Restaurant |
| 100 Year Floodplain (El. 645) | BNSF Railroad Property | BNSF Railroad Future Access | Gathering Space Opportunity | Private Off-Street Parking | Multi-Family Residential Development |
| 500 Year Floodplain | Property Boundary | Restriction / Fence Needed | Street Parking | At-Grade River Connection Opportunity | Steep Slope / Challenging ADA Access |
| | | | | Elevated River Connection Opportunity | Issues PL Label |
- Key Elevations:
Ordinary High V
100 Year Flood



The River Landing Riverwalk intends to provide a new trail connection linking river access at Irvine Street to the spillway on the north side of the site. The site is managed by the Army Corps of Engineers and used by visitors for fishing. Access to the spillway is achieved through an illegal crossing of BNSF railroad. This project seeks to provide an alternative safe route to the spillway and eliminate the unsafe crossing of the BNSF railway, while providing the Onalaska's citizens with new and unique opportunities to experience the Mississippi River as it flows through the City.

Alternative concepts, cross sections, and precedent imagery have been developed for this trail connection. Feedback received on these concepts will be considered to generate one final preferred design concept after meetings with the park regulators, stakeholders, and the public. The three alternative conceptual alignments are united by a set of core design principles and parameters identified by the team and the City.

Parameters for all Concepts:

- Access from the Great River Landing Parking Lot is provided via existing streets. Re-grading will likely need to occur at the base of the slope where the new trail network rejoins Irvine Street for this trail connection to be truly accessible.

- Trails outside of the regulatory floodway and a minimum of 25' from BNSF railroad tracks.

- A vegetated buffer is provided between the railroad tracks and trail alignment to be feasible to deter unauthorized railroad crossing by trail users.

- Open space is provided near the proposed elevator from the future elevated section opportunity. In addition to serving as a receiving area for visitors who choose to utilize the elevator connection to access the trail, the design team also observed that this area is a popular existing gathering space for users of the site.

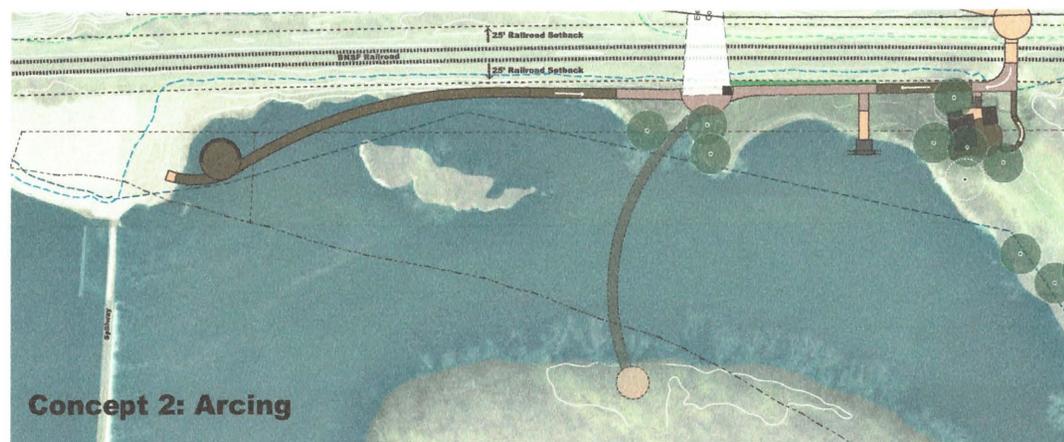
- Open space is provided near the spillway to provide an alternate opportunity to access views and fishing near the spillway and a destination at the trail terminus.

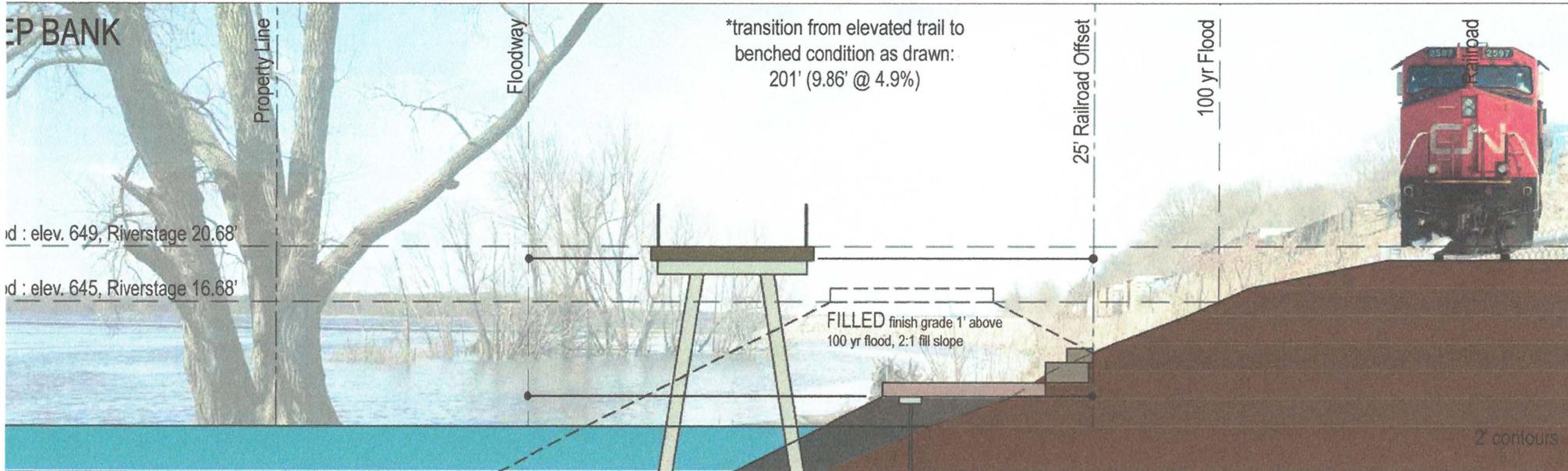
- Existing buildings remain, with the option to replace or remove buildings in a future phase of development. Improvements to these buildings may be considered as part of this phase of design development.

- Existing floating kayak launch will be maintained and connected to the new trail

3. River Landing - Onalaska, WI

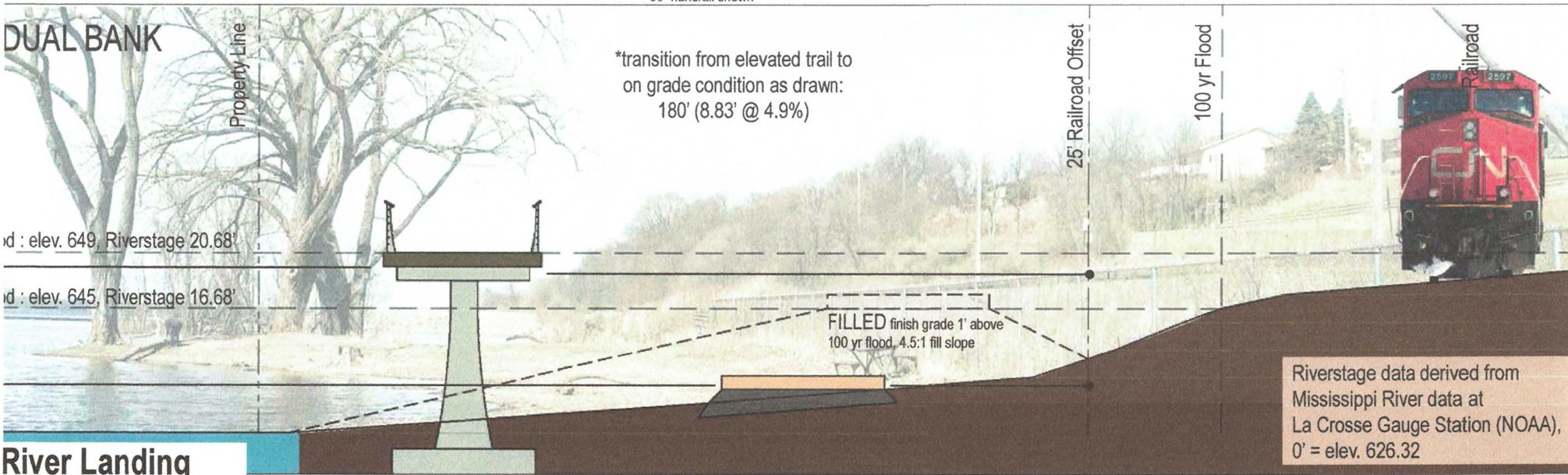
3.1 Parameters





ELEVATED MULTI-PIER
 (2' freeboard from 100 yr flood levels)
 36" handrail shown

BENCHED w/ structure, elevation set below 100 yr flood



ELEVATED SINGLE PIER
 (2' freeboard from 100 yr flood levels)
 42" guardrail shown

ON GRADE

Riverstage data derived from
 Mississippi River data at
 La Crosse Gauge Station (NOAA),
 0' = elev. 626.32

River Landing
aska, WI
 ptual Cross Section Options

pt 1: Linear

Concept 1 for the Great River Landing Trail seeks to provide straight trail segments while still allowing for an enhanced user experience.

Access from the railroad track crossing at Irvine Street is provided via a ramp that connects to a gathering space east of the existing restroom and storage building, eventually reconnecting with an on-grade trail. Direct access to the building entrances and trail is offered by a ramp located on the east façade of the buildings.

The northern half of the trail is on-grade to minimize cost and site disturbance. This half of the trail terminates at a rectangular gathering space near the existing stormwater outfall and future elevator connection. A connection to the nearby island is offered by a bridge large connected to the shoreline by gangways. The bridge could also serve as a gathering space.

At the proposed gathering space, the trail jogs east to bypass the existing stormwater outfall. The trail transitions from on-grade to benched to accommodate a wheelchair-accessible area and maintain a trail grade that will not change frequently. The northern third of the trail angles west to stay above the 100 year floodplain before terminating at a gathering space located away from the shoreline to provide separation from the railroad tracks. A pergola at the end of the trail provides a focal point at the end of the trail and shade for trail users. A trail beneath the pergola provides on-grade access to the spillway for people who prefer to fish on the spillway.

Concept 1 Key Features

- Linear geometry
- Direct connection to island
- Minimize on-grade trail sections
- Gathering spaces near existing buildings, stormwater outfall/future elevator connection, and spillway
- Pergola at spillway gathering space

Concept 2: Arcing

Concept 2 utilizes curvilinear geometry, but still offers a direct path from Irvine Street to a gathering space at the spillway. The trail is raised above existing grades for the majority of its length to maximize its utilization during flood events.

Accessible trail access from the railroad track crossing at Irvine Street is provided east of the existing buildings. ADA-compliant building access is provided from an additional accessible ramp and circular gathering space.

An elevated trail segment at the south end of the trail alignment minimizes grading disturbance near existing mature trees while allowing a gentle accessible transition to approximately 1-2 feet above existing grade, above the majority of flood events but still below the 100 year flood event. This alignment also hugs the railroad offset to maximize the grassy "beach" area between the trail and the river. The gathering space near the future elevator connection bridges the existing stormwater spillway. A connection from this gathering space to the nearby island is proposed for a future phase of work. This would provide a direct access point from the future elevated river connection and elevator to the island and any future associated trails.

The northern half of the trail rises quickly above the 100 year floodplain, and terminates with a circular gathering space suitable for fishing and enjoying views of the river. A trail segment may connect this gathering space to the spillway to provide safe access for anglers who prefer to fish on the spillway and avoid unsafe railroad crossing.

Concept 2 Key Features

1. Curvilinear geometry
2. Proximity to railroad setback maximizes beach area
3. Trail is raised to maintain access during a larger number of flood events
4. Gathering spaces near existing buildings, stormwater outfall/future elevator connection, and spillway
5. Future island trail connection at trail midpoint

Concept 3: Riverine

The geometry of Concept 3 is meant to evoke the wavy, organic lines of a river channel. It also provides a variety of views along the river.

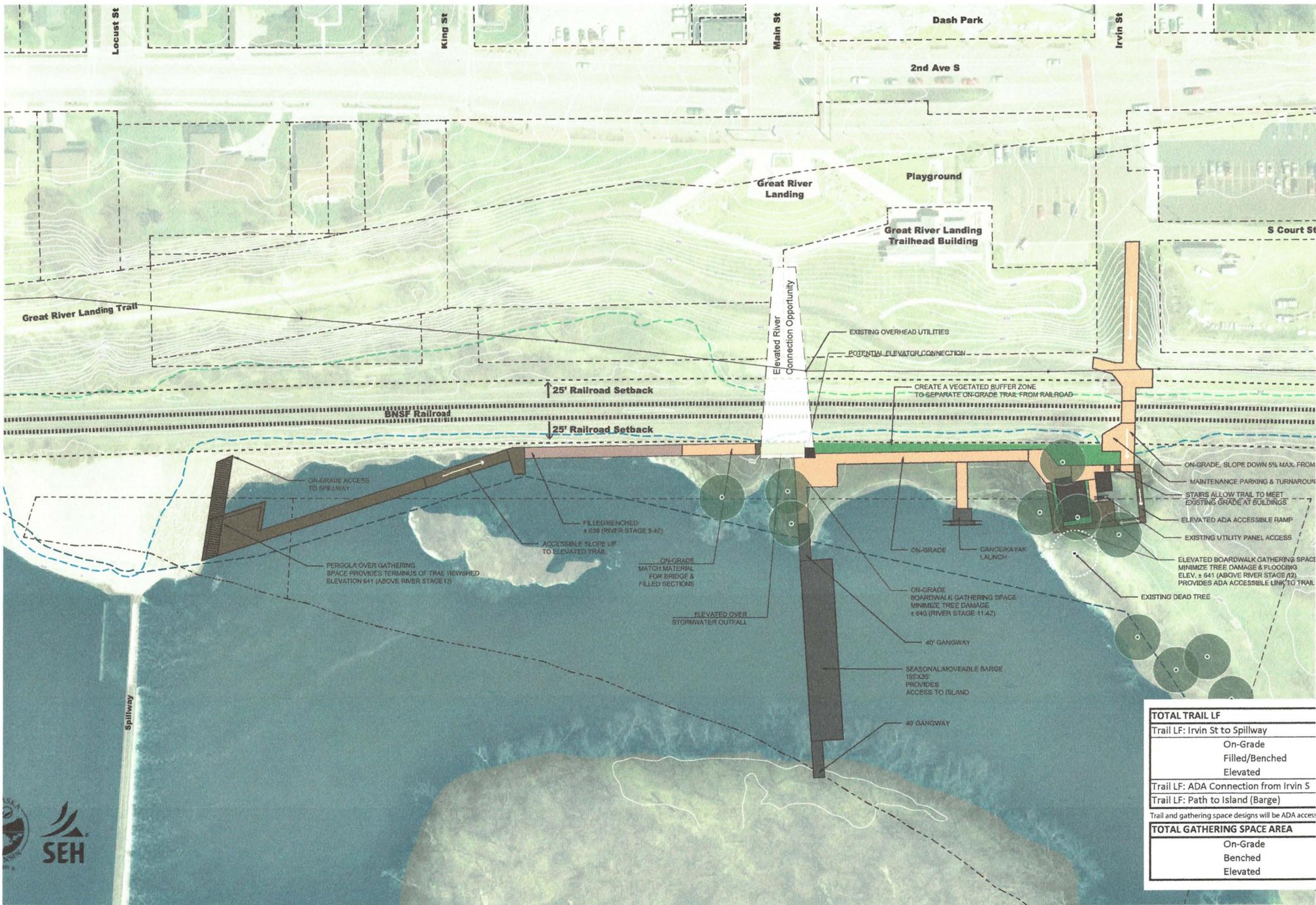
Accessible trail access from the railroad track crossing at Irvine Street is provided south and west of the existing restroom facility. A more steeply sloped trail also provides direct access to building entrances. Approximately two accessible parking spaces and/or maintenance vehicle parking is also provided. No gathering space is provided adjacent to the buildings in this concept, allowing for flexibility in future designs if buildings are demolished.

The southern half of this trail alignment is proposed on-grade to minimize costs and site disturbance. This portion of the trail terminates in a large terraced gathering space near the stormwater outfall that enhances visitor access to the river shoreline and provides ample seating for viewing City-hosted events along the riverfront. The northern half of the trail would be elevated, sloping quickly up above the 100 year floodplain to maximize its suitability during flood events as well as views north above the spillway.

Like Concepts 1 & 2, Concept 3 terminates in a gathering space adjacent to the spillway. The gathering space in this concept closely hugs the shoreline, minimizing disturbance to the river channel. A stairway may connect this gathering space to the spillway to provide safe access for anglers who prefer to fish on the spillway and avoid unsafe railroad crossing. A connection to the adjacent island would be provided from the northern trail terminus in a future phase of development.

Concept 3 Key Features

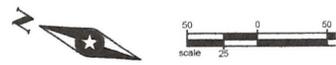
1. Curvilinear geometry; undulating alignment increases viewshed variety
2. Maximize on-grade trail sections
3. Gathering spaces near stormwater outfall/future elevator connection, and spillway. No gathering space planned near existing buildings to increase flexibility for future park improvements
4. Future island trail connection at trail's northern terminus

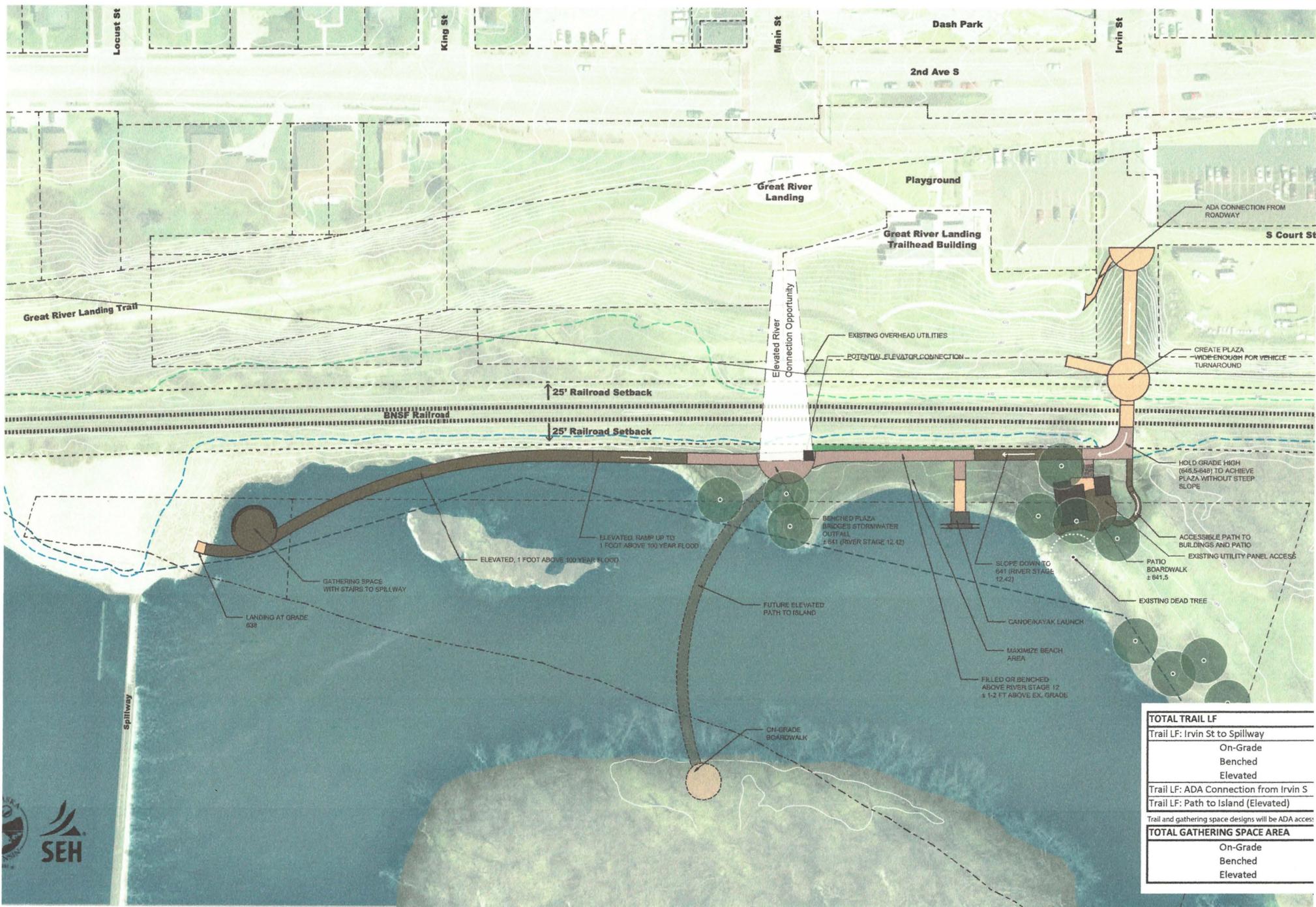


TOTAL TRAIL LF	
Trail LF: Irvin St to Spillway	
On-Grade	
Filled/Benched	
Elevated	
Trail LF: ADA Connection from Irvin S	
Trail LF: Path to Island (Barge)	
Trail and gathering space designs will be ADA access	
TOTAL GATHERING SPACE AREA	
On-Grade	
Benched	
Elevated	

Great River Landing - Onalaska, WI
 Draft
 Part 1: Linear

- On-Grade Trail
- Filled/Benched Trail
- Seasonal Floating Trail/Barge
- 100 Year Floodplain
- Floodway
- Property Boundary
- Elevated Trail
- Existing Building
- Vegetated Buffer Zone
- 500 Year Floodplain
- BNSF Railroad
- Existing Tree

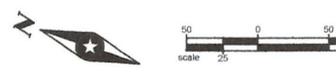


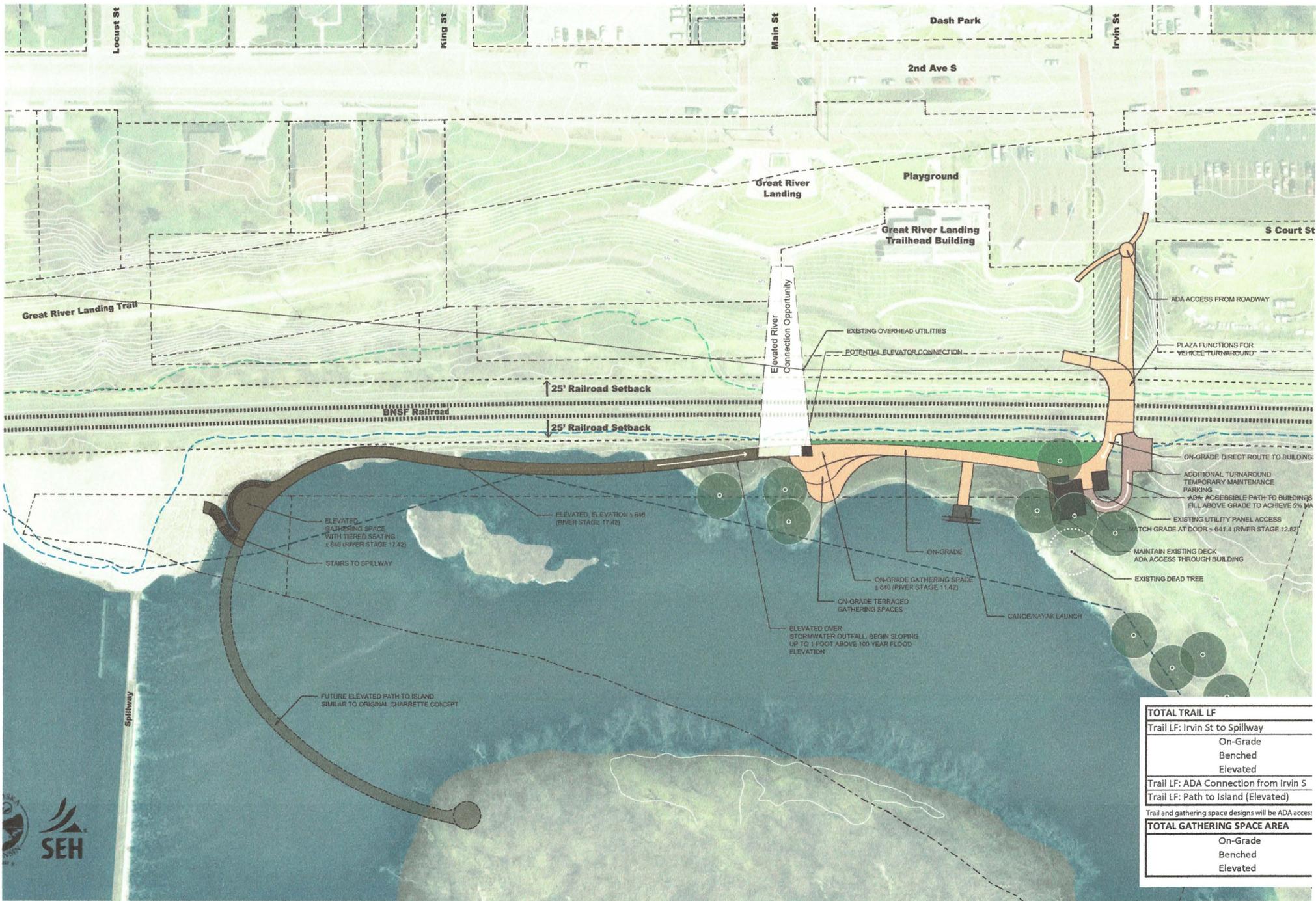


TOTAL TRAIL LF	
Trail LF: Irvin St to Spillway	On-Grade
	Benched
	Elevated
Trail LF: ADA Connection from Irvin St	
Trail LF: Path to Island (Elevated)	
Trail and gathering space designs will be ADA access:	
TOTAL GATHERING SPACE AREA	
	On-Grade
	Benched
	Elevated

Great River Landing - Onalaska, WI
 Part 2: Arcing
 DRAFT

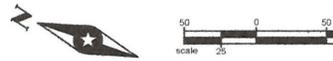
- On-Grade Trail
- Filled/Benched Trail
- Seasonal Floating Trail/Barge
- 100 Year Floodplain
- Floodway
- Property Boundary
- Elevated Trail
- Existing Building
- Vegetated Buffer Zone
- 500 Year Floodplain
- BNSF Railroad
- Existing Tree





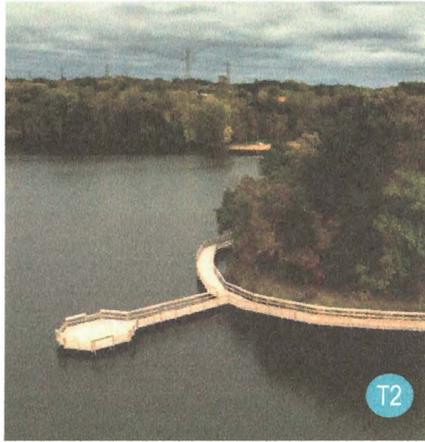
Great River Landing - Onalaska, WI
 Draft 3: Riverine

DRAFT





T1



T2



T3



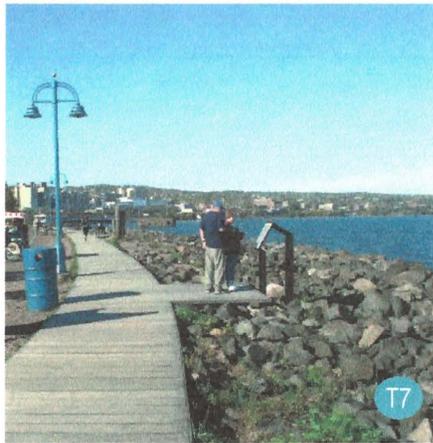
T4



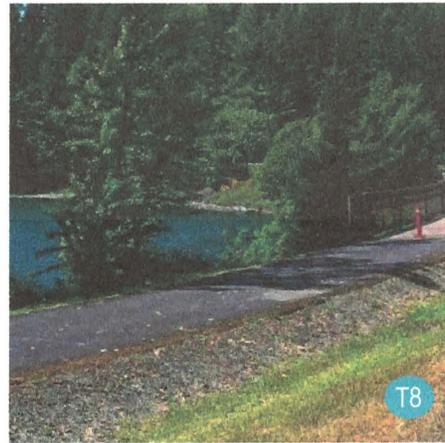
T5



T6



T7



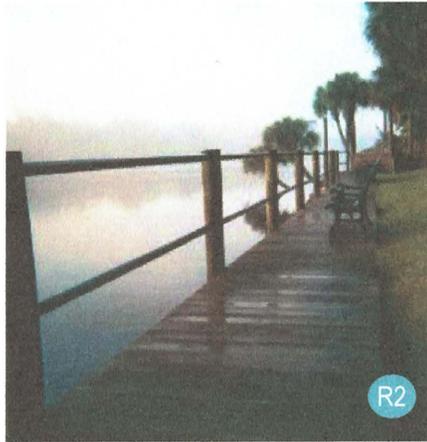
T8

TRAIL TYPOLOGI

- T1 Metal grating
- T2 Boardwalk with Fishi
- T3 On Grade Boardwalk
- T4 Boardwalk Overlook
- T5 Wood Boardwalk with Overlook
- T6 Boardwalk with leaning and open rail
- T7 On Grade Boardwalk
- T8 On Grade Paved Pat



R1



R2



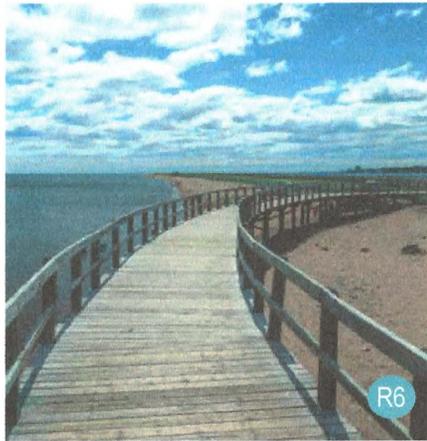
R3



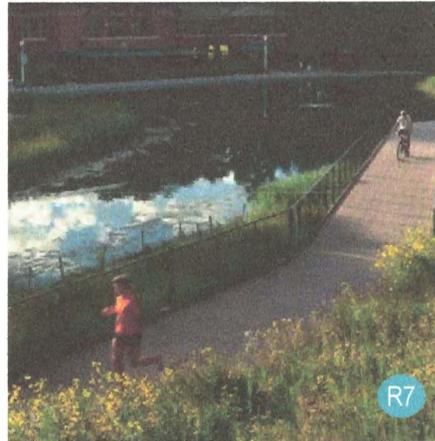
R4



R5



R6



R7



R8



R9



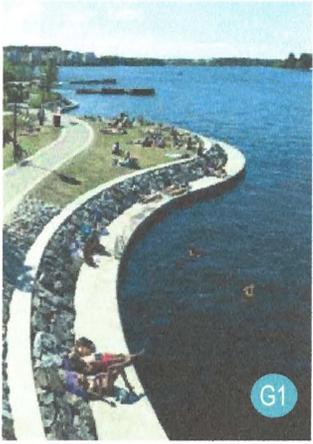
R10

RAILING TYPOLOG

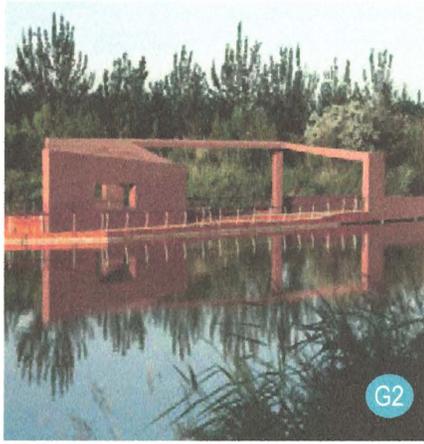
- R1 Wooden kickrail
- R2 Metal handrail with tim
- R3 Metal handrail with tim
- R4 Wooden guardrail with top rail
- R5 Wooden kickrail
- R6 Wooden handrail
- R7 Vinyl coated chain link
- R8 Metal guardrail with w top rail
- R9 Metal kickrail
- R10 Metal guardrail

Boardwalks are allowed within the floodplain, but if the boardwalk has railing, it is the DNR policy that debris could become trapped between railings. Therefore, DNR requires that you model the area between railings as filled or ineffective for the conveyance of flood flows. Therefore, if we are proposing railings we should review the potential impacts of railings on the floodplain model.

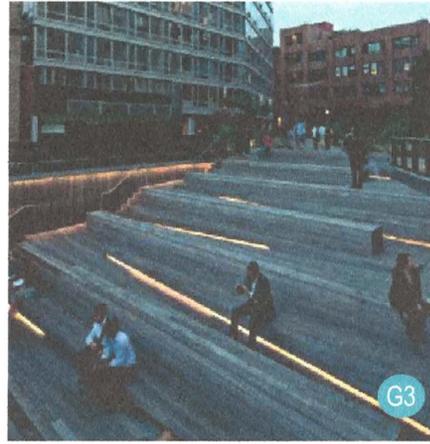
On the other hand, a bumper such as that pictured in images R1, R5 for ADA purposes, would not require additional modeling because the model does not consider these bumper's as impacting flood flows.



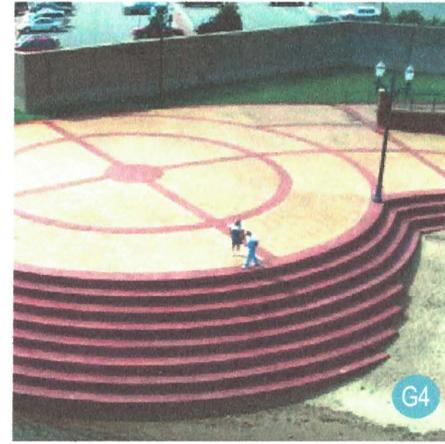
G1



G2



G3



G4

GATHERING TYPOLOGIES

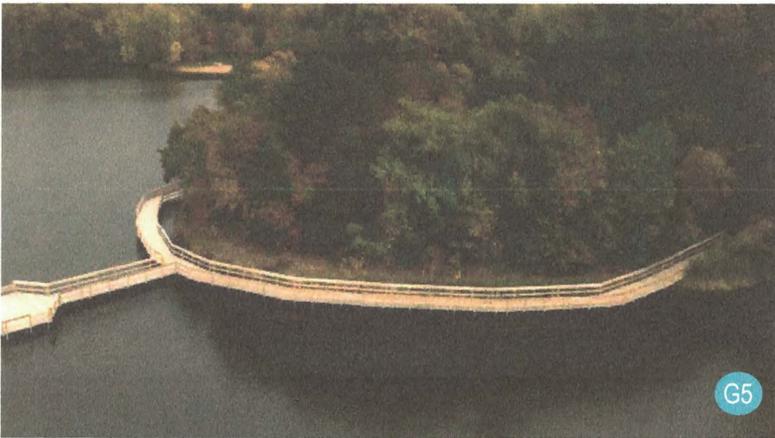
G1 Stepped Paths with la

G2 Floating shade structu

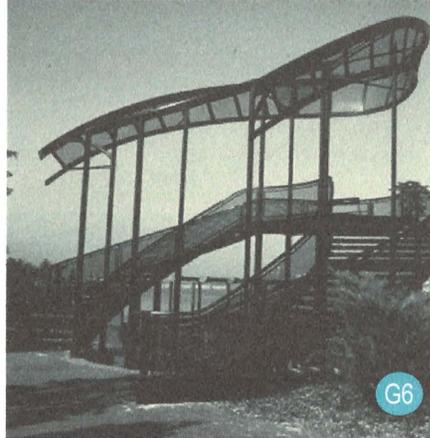
G3 Stepped wood amphit

G4 Stepped paved waterf
plaza

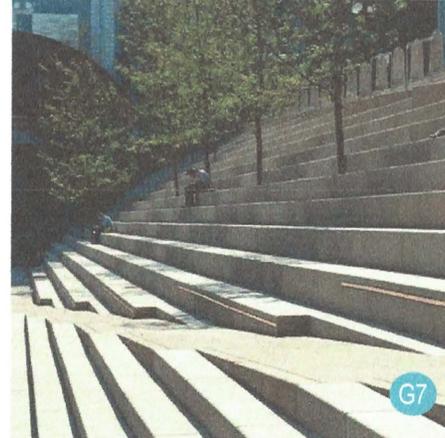
G5 Fishing Pier on board



G5



G6



G7

G6 Sculptural overlook

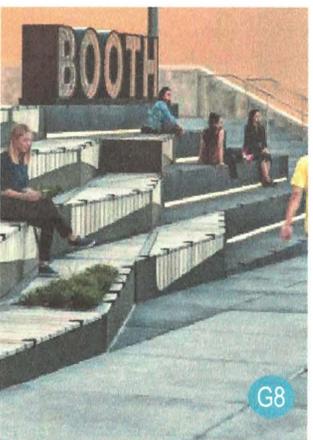
G7 Terraced steps with sl
walk

G8 Stepped wood and m

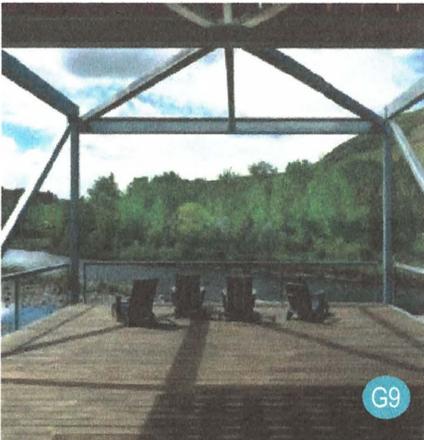
G9 Cantilevered overlook
shade structure

G10 Cantilevered overlook

G11 Stepped stone steps



G8



G9



G10



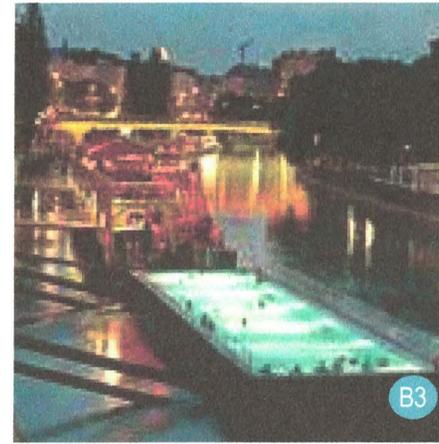
G11



B1



B2



B3

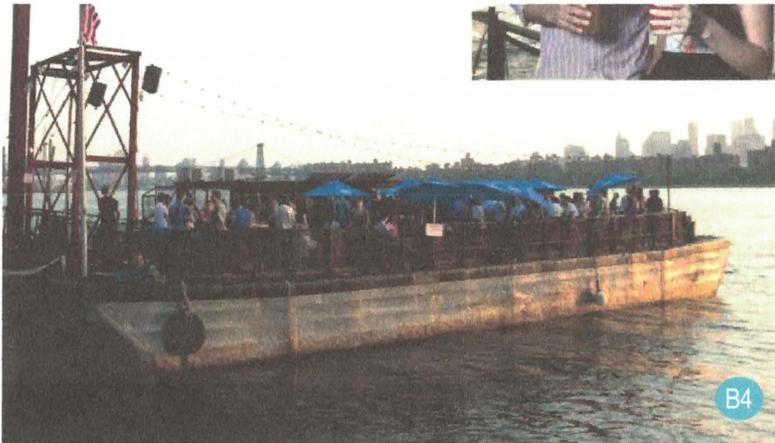
BARGE TYPOLOGIES

B1 Typical Shipping Barge
35' x 195'

B2 Re-purposed barge:
Swimming Pool, Be

B3 Re-purposed barge:
Swimming Pool, B

B4 Re-purposed barge:
Restaurant/Bar, NY



B4



B5

B5 Re-purposed barge:
"Point Counterpoint"
Louis Kahn
Floating arts center

B6 Re-purposed barge:
Elizabeth River Proj
Learning Barge
Focus on environm
and sustainable ed



B6

Barge could be moved at the end of the season to a spot along shore and move it back in the spring. JP Brennan is less than 4 miles down river and could move the barge into place and might even be able to store barge in the winter. This would inhibit people from going to the island in winter.

The DNR has specific barge fleet regulations along the Mississippi. Preliminary review of regulations suggests that this is likely a viable option.

Staff Review Summary

City of Onalaska

Parks, Recreation and Library Board

July 27th, 2020

Agenda Item: 5

Project/Name: Title 8 of the Code of Ordinances

Location: City Hall

Request Action: Approve the new Chapter 8 of the Code of Ordinances

Staff Report: This item was reviewed last month. The Title of the Chapter has been changed from 12 to 8. There was some discussion related to section 8.01.12.25. Below is a section of the Wisconsin State Statues that is referenced.

340.1 (5) "Bicycle" means every vehicle propelled by feet or hands acting upon pedals or cranks and having wheels any 2 of which are not less than 14 inches in diameter.

340.1(15pm) "Electric personal assistive mobility device" means a self-balancing, 2-nontandem-wheeled device that is designed to transport only one person and that has an electric propulsion system that limits the maximum speed of the device to 15 miles per hour or less.

340.1(ps) "Electric scooter" means a device weighing less than 100 pounds that has handlebars and an electric motor, is powered solely by the electric motor and human power, and has a maximum speed of not more than 20 miles per hour on a paved level surface when powered solely by the electric motor. "Electric scooter" does not include an electric personal assistive mobility device, motorcycle, motor bicycle, electric bicycle, or moped.

340.1(30) "Motor bicycle" means a bicycle to which a power unit that is not an integral part of the vehicle has been added to permit the vehicle to travel at a speed of not more than 30 miles per hour with a 150-pound rider on a dry, level, hard surface with no wind and having a seat for the operator. "Motor bicycle" does not include an electric bicycle.

Attachments: Title 8 of Code of Ordinances

Title 8 Parks and Recreation

Chapter 01 Parks

Division 1 Park Regulations

8.01.11 Generally

- A. **Purpose.** In order to protect the parks, parkways, recreational facilities and conservancy areas within the City from injury, damage or desecration, these regulations are enacted.
- B. **Park.** The term "park" as hereinafter used in this Chapter shall include all grounds, structures and watercourses which are or may be located within any area dedicated to the public use as a park, parkway, recreation facility or conservancy district in the City.

8.01.12 Park Regulations

A. Specific Regulations.

1. **Littering & Dumping Prohibited.** No person shall litter, dump or deposit any rubbish, refuse, earth or other material in any park. No person shall dispose of trash not generated incidental to park usage in a dumpster or other refuse container located in or upon park property unless specific written authority is first obtained from the Parks and Recreation Director.
2. **Sound Devices.** No person shall operate or play any amplifying system after 9:00 p.m. unless specific authority is first obtained from the Parks, Recreation & Library Board.
3. **Bill/Flyer Posting.** No person shall post, paste, fasten, paint or attach any placard, bill, notice, sign or advertising matter upon any structure, tree or other natural object in any park, except park regulations and other signs authorized by the Parks And Recreation Director or their designee.
4. **Removal of Park Equipment Prohibited.** No person shall remove benches, seats, tables or other park equipment from any park.
5. **Trapping.** No person shall trap in any park unless specific written authority is first obtained from the Parks, Recreation & Library Board.
6. **Making of Fires.** No person shall start, tend or maintain a fire except in personal grills or designated fireplaces. Personal grills shall be used only in designated picnic areas. The use of personal grills is permitted provided lawns and vegetation are not endangered. Unburned fuel and ashes shall be disposed of in such a manner as to prevent fire or damage to any park property.
7. **Protection of Park Property.** No person shall kill, injure or disturb or attempt to injure or disturb waterfowl, birds or animals, wild or domestic, within any park, except as permitted by this Chapter. No person shall climb any tree or remove flowers, break, cut down, trample upon, remove or in any manner injure, deface, write upon or ill use any tree, shrub, flower, flower bed, turf, soil, sand, fountain, ornament, building, structure, apparatus, bench, table, official notice, sign or other property within any park. Edible fruits, edible nuts, wild mushrooms, wild asparagus, and watercress may be sustainably harvested by hand for the purpose of personal consumption by the collector. The collection of seeds from herbaceous plants such as grasses and wildflowers is not allowed without written authorization from the Parks, Recreation and Library Board.
8. **Motorized Vehicles & Snow Mobiles.** Except for authorized maintenance vehicles, no person shall operate an unlicensed or licensed motorized vehicle or snowmobile outside of areas specifically designated as parking areas or areas where the operation of such vehicles is specifically permitted. Motor vehicles are restricted to the roads and drives and parking areas. No motor vehicles of any nature may be used on the seeded areas except vehicles which have a Parks, Recreation and Library Board authorization for shows, rides or exhibits and then only for the purpose of loading and unloading.
9. **Glass Beverage Bottles in Parks Prohibited.** No person shall bring into, carry onto or possess while in any public park glass bottles or glass containers, including those containing or normally used for containing soda water, fermented malt beverages or alcohol.
10. **Reckless Driving in Parks Prohibited.** No person shall operate a motor vehicle in a reckless manner in any of the public parks of the City.
11. **Parking in Parks.** No person shall park any motor vehicle in any park in the City except in a designated parking area. No overnight shall be allowed in any public park, including the Omni Center, without approval of the Parks and Recreation Director or their designee.
12. **Horse and Carriages.** No person shall ride a horse or drive a horse-driven vehicle in any park, except on roads or designated bridle paths, and where approval of the Parks and Recreation Director

- is first obtained. It shall be unlawful for any person to ride a horse or drive a horse-driven vehicle in a careless, negligent or reckless manner which may endanger the safety and well-being of others.
13. **Removing Tree Protectors.** No person shall remove any device for the protection of trees or shrubs.
 14. **Golfing and Sporting Activities.** No golfing or practicing golf in City parks or recreation areas shall be allowed, unless specific written authority is first obtained from the Parks and Recreation Director or Parks, Recreation and Library Board.
 15. **Arrows.** No person shall use or shoot any bow and arrow in any City park except as may be allowed as part of a managed hunt through the Onalaska Urban Deer Management Program.
 16. **Fees and Charges.** The Common Council, upon the recommendation of the Parks, Recreation and Library Board, shall have the authority to establish such fees as deemed necessary for use of any park facility, shelter or land area. It shall be unlawful to use such areas without payment of such fee or charge when required.
 17. **Pets.**
 - a. No person shall permit any dog, cat or other pet owned by, or under the care or control of them to run at large in any park, except that dogs are permitted in designated dog exercise areas. Pets shall be allowed on leash, no longer than six feet, or in a stroller or bag/carrier made for the purposes of carrying pets, on trails and pathways only. All pet waste must be picked up and disposed of off park property. Bags, scoops or other appropriate implements for the removal of pet waste must be carried by any person, bringing a pet onto park property.
 - b. No person in any park shall train or exhibit animals without written approval by the Parks and Recreation Director.
 - c. Owners of any pet or animal whether legally or illegally in any park are responsible for the immediate removal and disposal of fecal matter deposited by the animal.
 - d. Service dogs assisting persons with disabilities and which are controlled by the use of a harness or other restraint are exempt from this Section.
 18. **Firearms; Hunting.** Discharging of any firearm or weapon is prohibited in all City parks. A person who complies with state law regarding the possession of firearms may have in their possession or under their control a firearm in City parks unless there is a special event as defined by Sec. 943(1e)(h), Wis. Stats. and the person has been notified not to enter or remain at the special event in the City park while carrying a firearm.
 19. **Fish Cleaning.** Cleaning of fish in shelters, toilet facilities or picnic areas is prohibited in all City parks.
 20. **Controlled Substances.** Possessing, using or dispensing of a controlled substance in violation of the Uniform Controlled Substances Act is prohibited in all City parks.
 21. **Camping.** Overnight camping is not permitted in any City park. Notwithstanding this prohibition, however, the Parks and Recreation Director or their designee may permit individual persons or groups of persons having a common purpose to remain in one (1) or more designated area/s of a park for some or all of the hours between 11:00 p.m. and 6:00 a.m., during recognized special events open to the general public such as, but not limited to, Fishing Tournaments, Farmer's Markets and/or Craft Markets and Shows, subject to the terms and conditions which the City deems necessary and/or desirable.
 22. **Utility Installation and Construction.** Any private construction which may in any manner encroach upon or affect the parks and parkways shall be under the direction and jurisdiction of Parks, Recreation and Library Board and no such installation, repair or construction shall commence without the written permission therefor from the Board. All public works, including construction and installation of power lines, hydrants, sewers and the like shall be commenced only after notice to the Board of the City's intention so to do. Where practicable, such construction and installation shall be performed pursuant to recommendations by the Board.
 23. **Tennis and Pickle Ball Courts.** It shall be unlawful for any person to operate, ride or use a skateboard, bicycle, tricycle or other similar device, or roller skates or rollerblades on any public tennis or pickle ball courts.
 24. **Swimming or Bathing.**
 - a. No person shall swim or bathe in any lake, river, lagoon, beach or public swimming pool under the jurisdiction of the City Parks and Recreation Department except at such places and at such times as the Parks, Recreation and Library Board may direct.
 - b. No person shall swim or bathe in any detention or retention pond under the jurisdiction of the City.
 25. **Bicycles, Electric Personal Assistive Mobility, Electric Scooters and Motor Bicycles.** Bicycles, electric personal assistive mobility devices, electric scooters and motor bicycles shall be defined as set forth in 340.01 of Wis. Stats. and may be ridden on trails and pathways only. Motor bicycles shall not be operated with the motor in use. The Parks, Recreation and Library Board may designate certain trails or pathways as off limits for bicycles, electric personal assistive mobility devices, electric scooters and motor bicycles and no person shall ride a bicycle or any such vehicle on such trails or

pathways. Bicycles, electric personal assistive mobility devices, electric scooters and motor bicycles shall be parked only in areas so designated. Electric personal assistive mobility devices, electric scooters and motor bicycles are prohibited within the Onalaska Skate Park. Any Person with a disability that limits or impairs the ability to walk as defined in 340.01(43g) of the Wis. Stats. is exempt from this Ordinance section. *Statutory Reference Secs. 340.01, 349.23 and 349.237 Wis. Stats.*

26. **Smoking Prohibited.** Smoking is prohibited in specified outdoor areas. No person may smoke in the following areas of a City park or outdoor areas of City Property:
- a. Playgrounds;
 - b. Sports fields and sports field seating areas;
 - c. Swimming pools and inside the fenced area of all swimming pools;
 - d. Onalaska Skate Park;
 - e. Within fifty (50) feet of the areas listed in subsection a.-d. above;
 - f. Within the fenced area of tennis or pickle ball courts;
 - g. Those park areas posted as no smoking by the Parks and Recreation Director or their designee;
 - h. Those areas posted no smoking during an approved Special Event held in such park and which is open to the public with no admission charge and for which no smoking has been requested by the event permit holder;

Upon written request of a special event applicant, the prohibition of this section may be waived by the Parks, Recreation and Library Board and Common Council for specified designated areas for those events where admission is restricted by the event organizer through the sale of tickets. A request for a waiver must be submitted at least sixty (60) days in advance of the event. Signs prohibiting smoking in designated outdoor areas shall be of sufficient size and placed so that the general public has reasonable notice of the prohibition.

8.01.13 Radio-Controlled Model Airplanes and Drones Prohibited in Parks

- A. No person shall launch or land a drone, radio-controlled model airplane or helicopter in any park in the City except as authorized by the Parks and Recreation Director. City of Onalaska employee(s) may launch or land a drone in a City park with the approval of the Parks and Recreation Director.

8.01.14 Turf Protection on Public Property

- A. Except as authorized by the Parks and Recreation Board, no person shall dig into the turf of any City-owned property for any purposes whatsoever or remove any trees or flowers.

8.01.15 Park Hours

- A. **Park Hours.** Subject to certain exceptions listed below, all City parks shall be closed from 11:00 p.m. to 6:00 a.m. Persons launching or transporting watercraft from park property may do so only within park hours.
- B. **Exceptions to Closing Hours.** A person driving through a park on a public road; however, stopping shall not be permitted within a park. The Common Council may modify closing hours for particular events.
- C. **Park Closing and Opening Dates.** The Parks, Recreation and Library Board will have full authority to open and close any park, beach, facility or area because of season, condition, construction or when, in the interest of public safety, it is deemed necessary.

8.01.16 Ultra-light Aircraft Regulated

- A. **Definition.** An ultra-light aircraft, vehicle or hang glider is an unpowered or powered aircraft which is not subject to extensive regulation by the Federal Aviation Administration by virtue of its characteristics and which is defined as an ultra-light vehicle by 14 C.F.R. Sec. 103.1 and which is defined as an ultra-light aircraft by Sec. 114.195, Wis. Stats.
- B. **Regulations Regarding Use.**
1. No person shall operate any ultra-light aircraft within the City in such a manner or in such a location as to endanger or injure any person or property. No person shall operate an ultra-light aircraft in the City in violation of any applicable state and federal regulations and standards. No person shall cause an ultra-light aircraft to land or to take off from any property without permission of the owner or occupant of said property, provided that an emergency landing may be made to prevent a catastrophe. In the case of landing or taking off from a City public park or other City property, the operator of such ultra-light aircraft shall first obtain a permit from the Parks, Recreation and Library Board. No fee shall be charged by the Board for such permit which may be issued for a period up to thirty (30) days nor shall the Board sponsor such activity.
 2. Any person desiring to land or to take off from any property owned by the City of Onalaska shall, prior to receiving a permit, procure evidence of insurance providing for not less than One Million Dollars (\$1,000,000.00) of coverage for each occurrence for damage to property or personal injury. Evidence

of such insurance shall include a certificate of insurance naming the City of Onalaska as an additional insured, and said certificate shall be filed with the City Clerk at the time the applicant seeks a permit.

8.01.17 Reservation of Park Space

- A. **Policy on Reservation.** The City-owned parks and park facilities and shelter areas are primarily for the nonexclusive use of the residents and visitors of the City. However, under proper circumstances, exclusive use of the same or parts thereof may be permitted. This Section is intended to regulate exclusive use of municipally-owned parks, park facilities, park shelters or parts thereof in the City to the end that the general welfare of the City is protected.
- B. **Reservation of Park Space.** A person or group, firm organization, partnership or corporation may reserve the use of a park facility or a park shelter by application filed with the Parks and Recreation Department for a permit for exclusive use of the same, provided all of the requirements on the application have been met and the appropriate fee has been paid.
- C. **Fee and Deposit.** The Common Council shall establish a schedule of fees for park space and shelter use. In addition to any required fee, all applicants for reservation or use of park space or shelters for which a permit is required shall also be required to pay a deposit as set forth on the City's Fee Schedule to insure compliance with the permit's terms and to pay for the City's maintenance and clean-up expenses. Applications for reservations or use of park space or shelters shall not be accepted unless accompanied by the non-refundable park fee and a signed agreement for such reservation and/or use. The deposit can be paid at the time of the reservation or when the key is picked up prior to the rental and shall be returned after the use if clean-up or repair by the City is not required and if all terms of the permit have been fully complied with. Keys are available for pick up at the Parks and Recreation Department one (1) or two (2) day(s) prior to the event. Weekend rentals should pick up on Thursday or Friday prior to the event.
- D. **Reasons for Denial.** Applicants may be denied for any of the following reasons:
 - 1. If it is for a use which would involve a violation of Federal or State law or any provision of this Code.
 - 2. If the granting of the permit would conflict with another permit already granted or for which application is already pending.
 - 3. If the Applicant does not fully complete the Application.
 - 4. The application is made less than the required days in advance of the scheduled exclusive use.
 - 5. If it is for a use of the park or park facility at a date and time when, in addition to the proposed use, anticipated nonexclusive use by others of the park or park facility is expected and would be seriously adversely affected.
 - 6. If the law enforcement requirements of the exclusive use will require so large a number of persons as to prevent adequate law enforcement to the park, park facility or shelter area involved or of the rest of the City.
 - 7. The exclusive use will reasonably create a substantial risk of injury to persons or damage to property.
 - 8. The exclusive use is so poorly organized that participants are likely to engage in aggressive or destructive activity.
- E. **Indemnification.** Prior to granting any permit for exclusive use of the park, the City may require the permittee to file evidence of good and sufficient sureties, insurance in force or other evidence of adequate financial responsibility, running to the City and such other third parties as may be injured or damaged, in an amount depending upon the likelihood of injury or damage as a direct and proximate result of the exclusive use sufficient to indemnify the City and such third parties as may be injured or damaged thereby, caused by the permittee, its agents or participants.
- F. **Permit Not Required For City Activity.** A permit is not required for exclusive use of the park or a park facility sponsored by the City.
- G. **Permit Revocation.** The Common Council, Parks, Recreation and Library Board, Parks and Recreation Director and/or the Chief of Police or their designee(s) after granting a permit may revoke a permit already issued if it is deemed that the terms of the permit are not being complied with, or that such action is justified by an actual or potential emergency due to weather, fire, riot, health emergency, catastrophe or by a major change in the condition forming the basis of the permit.
- H. **Form of Permit.** Each permit shall be in a form prescribed by the Parks and Recreation Department and shall designate the park, park facility or shelter area involved, date, hours of the exclusive use, purpose of the exclusive use and the name of the person, group, firm, organization, partnership or corporation to which the permit is issued.
- I. **Class B Fermented Malt Beverage Licenses.** When fermented malt beverages are sold at any event authorized by this Section, a valid Fermented Malt Beverage license shall be obtained and the provisions of Titles 7 and 11 shall be fully complied with. Said license must be held by the person who filed the original license and shall be presented to any law enforcement officer upon request.
- J. **Violation of Terms of Permit.** It shall be unlawful for any person, organization or other entity to which a permit is issued for a specific park, park area or shelter to use or occupy a park, park area or shelter other

than that for which the permit is issued. Any person, organization, or other entity violating this Section shall be subject to immediate revocation of their permit and removal from the park, park area or shelter, forfeiture of the deposit paid, together with forfeiture as provided in Title 1 of the Code of Ordinances.

8.01.18 Penalty

- A. Any person who shall violate a provision of this Chapter shall, upon conviction shall be subject to a penalty of not more than One Thousand Dollars (\$1,000.00) per offense, and in addition, shall pay the costs and expense of prosecution. Failure to promptly pay such forfeiture shall subject the violator to be sentenced to the County Jail for a period not to exceed sixty (60) days.

Chapter 02 Regulation of Boating

Division 2 Authority

8.02.11 State Boating Laws Adopted

- A. The statutory provisions describing and defining regulations with respect to boating in the following- enumerated sections of the Wisconsin Statutes, exclusive of any provisions therein relating to the penalties to be imposed or the punishment for violation of said Statutes, are hereby adopted and by reference made a part of this Chapter as if fully set forth herein. Any act required to be performed or prohibited by any Statute incorporated herein by reference is required or prohibited by this Chapter:

30.50	Definitions.
30.501	Capacity plates on boats.
30.505	Certificate of number system to conform to federal system.
30.51	Certificate of number and registration; requirements; exemptions.
30.52	Certificate of number and registration; application; certification and registration period; fees; issuance.
30.523	Certification or registration card to be on board; display of stickers or decals and identification number.
30.525	Voluntary contributions for non-motorized boats.
30.53	Certificate of origin; requirement; contents; guaranteed asset protection waivers.
30.543	Report of stolen or abandoned boats.
30.549	Transfer of ownership of boats with a certificate of number or registration.
30.55	Notice of abandonment or destruction of boat or change of address.
30.60	Classification of motorboats.
30.61	Lighting equipment.
30.62	Other equipment.
30.63	Sale and use of certain outboard motors restricted.
30.635	Motorboat prohibition.
30.64	Patrol boats.
30.65	Traffic rules.
30.66	Speed restrictions.
30.67	Accidents and accident reports.
30.675	Distress signal flag.
30.678	Boating safety certificates, requirements; exemptions; operation by minors.
30.68	Prohibited operation.
30.681	Intoxicated boating.
30.682	Preliminary breath screening test.
30.683	Implied consent.
30.684	Chemical tests.
30.686	Report arrest to department.
30.687	Officer's action after arrest for violating intoxicated boating law.
30.69	Water skiing.
30.70	Skin diving.
30.71	Disposal of waste from boats equipped with toilets.
30.742	Water exhibitions and races; rules.
30.75	Service of process on nonresident.
30.77	Local regulation of boating.
30.772	Placement and use of moorings; restrictions; permits.
30.773	Designated mooring areas.

30.78	Municipal regulation of seaplanes.
30.79	Municipal water safety patrols; state aids.
30.80	Penalties
30.81	Local regulations on icebound inland waters.
30.99	Parties to a violation.

8.02.12 No Wake Restriction

- A. No person shall operate a motor boat in the canal within the First Addition to Lauderdale Addition to the City of Onalaska at a speed greater than five (5) miles per hour (MPH) (no wake) and shall not create a washing situation.

8.02.13 Penalties

- A. Any person violating any section of this Chapter shall be subject to the penalties as set forth on the City of Onalaska Schedule of Deposits in accordance with Sec. 30.80 Wis. Stats.

Chapter 03 Bulkhead Lines

Division 1 Authority

8.03.11 Bulkhead Lines Established

- A. The City of Onalaska, La Crosse County, Wisconsin, has established in the interest of the public and pursuant to Sec. 30.11, Wis. Stats., a new bulkhead line along a part of the shore of the Black River, La Crosse County, as hereinafter described: That the bulkhead line of that part of the east shore of the Black River, hereinafter described and more particularly shown by the map on file with the City Clerk, is established and determined as set forth in the following description, subject to the approval of the Department of Natural Resources, namely:
1. Commencing at the Southeast corner of Government Lot 1, Section 8, T16N, R7W, City of Onalaska, Wisconsin; thence S89°43'W along the North line of Lauderdale Place and said North line extended West 1733.16 feet to the meander line of First Addition to Lauderdale Addition; thence continuing S89°43'W 22 feet to the starting point of the bulkhead line; thence along a line parallel to and 22 feet from said meander line to its intersection with a line 22 feet North of the North line of Lauderdale Place, said meander line described as N9°16'E 113.68 feet, N87°30'24"E 395.44 feet, S88°48'38"E 704.24 feet, S25°46'E 76.71 feet and S39°48"E 51.85 feet to the North line of Lauderdale Place; thence N89°43'E along a line parallel to and 22 feet from said North line of Lauderdale Place 208.35 feet; thence NO°21 'W 369.91 feet; thence N89°59'50"E 330.35 feet to the West line of Outlot 163, Assessor's Plat of Onalaska; thence south 0'21'20" east along said west line 390.30 feet; thence north 88°31'28" east 343.00feet; thence north 13°30'28" east 682.28 feet to the south line of outlot 92, assessor's plat of Onalaska; thence south 88°34'07" west along said south line 506.52 feet to the southwest corner of said outlot 92; thence north 0'21'20" west along the west line of said outlot 92 a distance of 563.57 feet; thence N89°31'40"E 304.55 feet; thence N5°11'40"W 331.97 feet; thence N76°30'20"E 421.04 feet to a point on the Burlington and Northern Railroad R-O-W and the terminus of said bulkhead line.

Staff Review Summary

City of Onalaska

Parks, Recreation and Library Board

July 27th, 2020

Agenda Item: 6

Project/Name: Park and Recreation software change

Location: All Park and Recreation facilities

Request Action: Approve software change to RecDesk Software

Staff Report: We have been with the current provider at the Park and Recreation office since 2005 (ActiveNet) and Omni Center (Max Solutions) since 2015. Using two systems has some challenges so staff have been looking into alternative software programs. At the 2019 Wisconsin Park and Recreation Annual conference, Dan had the opportunity to demo Rec Desk. Since that time staff members from both the Recreation and Omni Center have had the opportunity to review and use the system. Along with added features this system will save both the City of Onalaska and program participants money as the program fees are less and the convenience fees are less – see attached spreadsheet.

Attachments: ActiveNet/Max Galaxy vs Rec Desk

City of Onalaska Parks and Recreation Department
Registration/Reservation/POS Software comparison

	ActiveNet	RecDesk
Registration	X	X
Reservation	X	X
POS	X	X
Membership	X	X
Custom Forms		X
Annual Fees	\$3,000	\$6,800
Convenience Fee (Online)	Tier 1 (\$0 - 149.99) 7.316% + \$.50	3%
Fees paid by Customer	Tier 2 (\$150-499.99) 3.9420% + \$5.00	
	Tier 3 (\$500)2.8173% +\$10.00	
Office Fees - Cash/Check	3.01%	N/A
Office Fees Credit Card	6.61% - taken from City Fees	3% - Can be past on to the customer
Inergrates with Tyler incode		X

2019 Fees Paided		RecDesk Fees
ActiveNet	\$10,319.34	
MaxGalaxy	\$2,772.00	
OpenEdge	\$840.00	
	\$13,931.34	\$6,800
		\$7,131.34

Based on the information that has been provided the City could see an annual saving of \$7,000; also the fees that the customers will pay to register online will go from 7.316% +\$.50 to 3% with RecDesk

Staff Review Summary

City of Onalaska

Parks, Recreation and Library Board

July 27th, 2020

Agenda Item: 7

Project/Name: Aquatic Center Slide rehab

Location: Aquatic Center

Request Action: Approve contract with Fischer Brothers at a cost not to exceed \$10,350

Staff Report: This project was budgeted to take place in 2019, but we were unable to get the job completed. Funds were restricted in 2019 so the project could be completed in 2020.

Attachments:



Quotation

Date	Quote #	Quote Expires
7/16/2020	11703	04/01/2021

City of Onlasaka
 415 Main Street
 Onalaska, WI 54650

TERMS	35% with PO, Balance Due Net 15	
	Project	PO No
	Interior Maintenance	

Description	Total
Interior maintenance on interior surface of blue open flume waterslide and runout. Maintenance on interior surface of yellow runout and starter tub.	10,350.00

To indicate acceptance of quoted work, sign and print below
 By: _____

Total \$10,350.00

Please print

Date

Fischer Bros. LLC
 4750 W Park Avenue
 Chippewa Falls, WI 54729

Phone: 715-861-5232
 Cell: 715-214-8152
 Email: deb@watersliderestoration.com
 www.watersliderestoration.com

Staff Review Summary

City of Onalaska

Parks, Recreation and Library Board

July 27th, 2020

Agenda Item: 8

Project/Name: LiveBarn

Location: Omni Center

Request Action: Approve entering into contract with LiveBarn for automated online broadcast services at Omni Center

Staff Report: LiveBarn provides automated online broadcast services at no cost to the City.

Attachments: LiveBarn information



Live Barn

**PLAY
WATCH
SHARE**

**LIVE & ON DEMAND
BROADCASTING**
OF AMATEUR & YOUTH SPORTING EVENTS



www.livebarn.com

A turnkey solution for all sports venues.

Venues are provided with any and all necessary assistance, including installation, maintenance, end-to-end branded marketing, operational support and Customer Service.

FEATURE

CURRENT SERVICE

PLANNED

4K capable camera with HD streaming of all events (games and practices)



Cloud management and storage (VOD available for 30 days)



Share highlights via social media and download events



Complete broadcast control via password protected viewing



Access to entire LiveBarn network of thousands of playing surfaces



Proven revenue share and monetization model



Hardware provided for live streaming from venue restaurant or lounge TV



LiveBarn iOS App with favorited venues, pan & zoom sharing



Clip plays within iOS App and save directly to camera roll



Live & On Demand tagging and editing software



In-venue live tagging



Automated condensed highlights



LiveBarn Android App



LiveBarn

LiveBarn provides venues with a fully automated, hassle-free HD Live streaming and video storage solution. Parents, grandparents and friends can watch remotely from any device. Athletes and coaches are able to review footage On Demand to improve player and team performance.

LiveBarn is offered at no cost to the facility and comes with a built-in revenue share program with a proven monetization model through our subscription-based service.



1,087

Live Streams



20,653

Live Stream Hours/Day



640,243

Available VOD Hours



27,728,471

Total Hours Streamed

SUBSCRIBER BENEFITS

Never Miss a Moment



Watch fully automated HD Live & On Demand broadcast from anywhere, at any time, on any device.

Choose How to View



See the game from the best seat in the park! View the entire field or use pan/zoom functionality to get even closer to the action.

Watch Any Venue



View games and practices from the ever-expanding network of LiveBarn-installed facilities.

Share Highlights & Save Games



Share highlights via social media and email via Monthly subscription. Save video for personal archive or analyze plays to improve team/player performance.

Efficiently Scout Teams & Players



Leverage the ability to watch multiple teams and players from any LiveBarn venue at your own convenience.

VENUE BENEFITS

Revenue Generation



Generate profit through a proven monetization model via a generous revenue share program. Complete digital and print marketing provided at no cost.

Hassle Free Camera



Eliminate scheduling of individual events or worrying if system is ON. Cameras automatically "wake up" and "go to sleep."

Access Restriction



Control access to online feeds by creating Blackout or password-protected Privacy Sessions.

Accountability & Incident Review



Increase accountability for everyone including Coaches, Athletes and Parents with Live broadcast and On Demand video archives.

No Hidden Fees



Pay nothing for our hardware or software, installation, maintenance or cloud storage.

www.livebarn.com





"Live Barn has been a great addition to our baseball/softball park this year for many reasons. The LiveBarn staff is top notch they are always available if I have a question.

This product has taken our complex to the next level! The quality of the video is amazing and the ability to clip highlights to promote our park is a great feature. It is also very affordable option for any family member or coach to have as they still have the capability to watch any games they miss either Live or On Demand."

- Brian Workman, Complex Manager, Henry S Parker Athletic Complex, Salisbury MD

"LiveBarn provided complete end-to-end installation and service to Lake Myrtle Sports Park in time for our RussMatt Invitational. The turn-key solution, with automated smart cameras, allowed us to focus on what we do best - hosting baseball tournaments - while LiveBarn handled the rest. Live streaming is a prerequisite for any size and level of sporting events and LiveBarn seamlessly made this possible."

- Rob Sitz - President of Baseball Operations, DS Holdings

"LiveBarn has been a tremendous asset to the StarCenter rinks by allowing friends and family to be part of the hockey experience no matter where they live. This product has helped us provide a great additional value to our loyal customers."

- Damon Boettcher, Vice President Dallas Stars StarCenters

"Our LiveBarn experience to date has been tremendous, and the support from your team has far exceeded our expectations."

- Rich Hixon, President UPMC Lemieux/Penguins

"LiveBarn has been a great addition to my indoor soccer facility. The install was quick and painless, and the marketing materials they created for me made it easy to promote the service right away. LiveBarn is simple to use and a must for parents, players, coaches. Since day one, they've been true to their word. LiveBarn has indeed been completely free and on top of that I earn revenue share!"

- Ron Szczybor - General Manager, Maryland Sports Arena



VENUE AGREEMENT

DATE:

BETWEEN: LIVEBARN INC. ("LiveBarn")

and

_____ ("Venue Owner")

WHEREAS LiveBarn Inc. and Venue Owner wish to enter into this Agreement pursuant to which LiveBarn will install at Venue Owner's Ice Rink Sheet described in the attached Schedule "A" (each being an "Ice Rink Sheet") a fully automated sports broadcasting system for the delivery of live and/or on demand video and audio streaming to internet connected devices such as smartphones, computers or tablets (the "Automated Online Broadcast Service");

NOW, THEREFORE, in consideration for the mutual promises set out below, and for other good and valuable consideration acknowledged by the parties, LiveBarn and Venue Owner agree as follows:

1 AUTOMATED ONLINE BROADCAST SERVICE

1.1 LiveBarn shall, at its own expense, install and maintain all hardware, software and internet bandwidth required for the operation and maintenance of the Automated Online Broadcast Service in regards to each Ice Rink Sheet. The initial installation will occur within six months from the date of this Agreement (such six month date being herein referred to as the "Latest Install Date"); it will be scheduled with the written approval (including email) of Venue Owner, and concurrently with the installation, LiveBarn will specifically explain to Venue Owner representative onsite exactly where any hardware or other components will be installed. Installation will then only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its installation. The initial installation for each Ice Rink Sheet shall include one (1) computer, one (1) router, one (1) modem, between one (1) and three (3) power converters, and up to two (2) cameras to be placed on the side walls or on the beams or columns extending from the walls. The internet connection and computer shall be located adjacent to the respective Ice Rink Sheet in a secure location with electrical power outlets. The exact selection of camera locations will be made after consideration for optimal broadcast quality and avoidance of any obstruction. Any modification to the installation will only be undertaken with the permission and process with Venue Owner as outlined above. Venue Owner shall assume the cost of electricity for the components installed in connection with this Agreement.

1.2 In addition LiveBarn shall, at its expense and upon Venue Owner's request, install one advertising management box adjacent to a TV screen that is provided by the Venue. The LiveBarn advertising management box will continuously display a combination of LiveBarn highlights and a Live feed, as well as additional

information, including Venue Owner's own unique code described in Subsection 1.5.

1.3 Title to all hardware, software, and wiring shall remain in the name of LiveBarn.

1.4 All content broadcast using the Automated Online Broadcast Service, including the video and audio relating to all sports and recreational activities occurring on each Ice Rink Sheet (collectively, the "Content"), will be made available to LiveBarn's subscribers on a monthly subscription basis, subject to sections 1.7 and 1.8 below. LiveBarn will determine the pricing for its offerings of the Automated Online Broadcast Service. From time to time LiveBarn may provide a free trial at its discretion.

1.5 Revenue generated from the Automated Online Broadcast Service will be the property of LiveBarn; however, LiveBarn will supply Venue Owner with a unique code to enable it to market and solicit new memberships for LiveBarn, for which LiveBarn will pay Venue Owner thirty percent (30%) of the revenues generated from these memberships over the full lifetime of these memberships - until such membership is discontinued. The above code will enable Venue Owner to solicit LiveBarn memberships by providing potential members with the attraction of a 10% discount. This code will track the memberships generated by Venue Owner on a quarterly basis. The above payments to Venue Owner will only apply to LiveBarn memberships originated with the unique code allocated to Venue Owner. LiveBarn will pay Venue Owner its revenue share within 30 days of the end of each calendar quarter together with a corresponding revenue statement. Venue Owner will provide a staff person to communicate with and receive LiveBarn's various local marketing initiatives (including social media) as described below.

1.6 LiveBarn shall be the exclusive owner of all rights in and to the Content, and shall have the exclusive right to broadcast the Content for all purposes and in any manner it determines in its sole discretion, including by providing its broadcast signal to national broadcasters and digital media distributors. Without limiting the foregoing, the Venue Owner acknowledges that online distributions of the Content from each Ice Rink Sheet will be made available to all subscribers of the Automated Online Broadcast Service, subject to sections 1.7 and 1.8 below.

1.7 LiveBarn will provide Venue Owner with an exclusive online administrative password to enable Venue Owner in its discretion to "blackout" any particular dates or time periods from being broadcast on any selected Ice Rink Sheet (the "Blackout Restrictions").

1.8 LiveBarn will also provide Venue Owner with the ability in its discretion to restrict viewer access to any broadcasts from its Venue to a pre-selected potential audience for privacy purposes.



VENUE AGREEMENT

1.9 During the Term (as defined below), LiveBarn will provide Venue Owner with three (3) complimentary LiveBarn accounts for each Ice Rink Sheet.

1.10 LiveBarn will hold Venue Owner harmless for any injuries to LiveBarn employees and agents in connection with their work.

2 TERM AND TERMINATION

2.1 The term of this Agreement commences on the date hereof and continues until the six year anniversary of the Latest Install Date (the "Term"), and it will automatically renew for successive terms of two (2) years, unless either party notifies the other in writing of its intent to discontinue this Agreement at least ninety (90) days before the expiration of the then current term.

2.2 Notwithstanding the foregoing, but subject to Subsection 3.1 below, either party shall have the right to terminate this Agreement for any reason upon giving (90) days written notice to the other party.

2.3 Upon termination of this Agreement by expiration of the term or for any other cause, LiveBarn shall, at its own cost and expense, remove all hardware, software and wiring from Venue Owner's location.

2.4 Venue Owner shall have the right to terminate this Agreement if LiveBarn materially breaches this Agreement and the material breach is not cured to within forty (40) days after Venue Owner provides written notice which outlines such breach to LiveBarn.

3 EXCLUSIVITY

3.1 In consideration for the investment of time and expense incurred by LiveBarn to fulfill its obligations under this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Venue Owner hereby declares and agrees that for a period of six (6) years from the commencement date of the Term, and notwithstanding the termination of this Agreement by the Venue Owner, for any reason, LiveBarn shall have the absolute exclusivity to broadcast Content from each of the Ice Rink Sheets using an automated (without individuals operating cameras) online broadcasting system. For greater certainty, the said exclusivity shall apply for the six (6) year period even if the Venue Owner elects to terminate this Agreement pursuant to Subsection 2.2 above prior to the expiration of the Term.

3.2 The Venue Owner hereby declares and acknowledges that the foregoing exclusivity, including the term thereof, is reasonable in the circumstances, and that LiveBarn is relying upon such exclusivity in connection with the provision of the Automated Online Broadcast Service and that LiveBarn would not have entered into this Agreement without such exclusivity. However, the foregoing exclusivity shall not apply should LiveBarn cease

operations or to the extent Venue Owner terminates this agreement in accordance with section 2.4.

3.3 Venue Owner acknowledges and agrees that, in the event of a breach or threatened breach by it of the provisions of Subsection 3.1 above, LiveBarn will have no adequate remedy in money or damages and, accordingly, shall be entitled to an injunction in a court of competent jurisdiction against such breach. However, no specification in this Agreement of any specific legal or equitable remedy shall be construed as a waiver or prohibition against any other legal or equitable remedies in the event of a breach of any of the provisions of this Agreement.

4 SUPPLY OF AUTOMATED ONLINE BROADCAST SERVICE

4.1 LiveBarn will use reasonable skill and care to make the Automated Online Broadcast Service available throughout the Term. Notwithstanding the foregoing, LiveBarn shall have no responsibility, liability, or obligation whatsoever to Venue Owner, or any other third party, for any interruptions of the Automated Online Broadcast Service.

4.2 LiveBarn may, without any liability to Venue Owner, suspend the supply of all or part of the Automated Online Broadcast Service upon giving Venue Owner notice. This would occur if the LiveBarn equipment is repeatedly damaged or LiveBarn is unable to obtain a sufficient internet signal to the venue.

4.3 The Venue Owner agrees to notify LiveBarn by email to venuesupport@livebarn.com as soon as it becomes aware of any interruption or malfunction with the Automated Online Broadcast Service. Venue Owner will not be responsible for damage or malfunction of any equipment and LiveBarn will repair or replace at its cost any malfunctioning components which is required. Any required service visit by LiveBarn will be scheduled with the written approval (including email) of Venue Owner. LiveBarn will specifically explain the repair, replacement or service work to Venue Owner representative onsite and this work will only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its work.

4.4 From time to time there will be on site adjustments requiring assistance from a technically proficient person at the Venue. Venue Owner will be responsible to supply such person when necessary.

5 NOTICE TO PUBLIC

5.1 The Venue Owner agrees to post a notice at the entrance to its venue and inside each Ice Rink Sheet, advising the public that the venue is monitored by video cameras for security, safety and commercial purposes, and participants waive any claim relating to the capture or public transmission of his/her participation while at the venue. LiveBarn will supply and post these notices during its initial installation and reserves the right to modify the



VENUE AGREEMENT

language contained therein from time to time, in its sole discretion, to satisfy its legal obligations.

5.2 In all agreements with parties for usage of the Venue, Venue Owner will include provisions both disclosing the existence of LiveBarn broadcasting at the Venue and requiring such parties to notify all their users of the Venue of this.

6 MARKETING

6.1 Venue Owner agrees to promote LiveBarn through all available avenues discussed in this section, understanding that it is in Venue's best interest financially to market LiveBarn to their customers and patrons. LiveBarn will also provide, at its expense, a minimum of one (1) 2.5 x 6' color printed standing banner, branded with Venue Owner's unique code described in Subsection 1.5, to be displayed within Venue Owner's lobby in a prominent location. Venue Owner understands that failure to comply and make reasonable promotion and marketing efforts will result in lower revenue share payments to Venue Owner.

6.2 Venue Owner will provide a marketing contact person (s) who will be responsible for interacting with LiveBarn and becoming knowledgeable about the various LiveBarn marketing and promotion initiatives. Upon installation of LiveBarn, Venue Owner will make said contact available for a 30 minute video web session, serving as an orientation into all of the best practices for introducing and promoting LiveBarn. This person will subsequently be responsible for implementing promotion and marketing initiatives to Venue's customers and patrons.

6.3 Venue Owner will place a LiveBarn banner or link on their website with a backlink and embedded demo video where possible. Venue Owner will do the same with any organizations, associations, clubs and affiliates that it owns that use their facility.

6.4 Venue Owner will announce the LiveBarn installation as well as embed any demo video on all of their social media networks. Venue Owner will also like and follow LiveBarn on said social media networks as well as share content when tagged, acknowledging that this will only be used when venue is directly involved with any video shared. Venue Owner will do the same with any organizations, associations, clubs, affiliates that it owns that use their facility.

7 GENERAL

7.1 Any amendment to this Agreement must be in writing and signed by both parties.

7.2 Although LiveBarn will remain liable for its obligations hereunder, LiveBarn shall be permitted to use agents and subcontracts to perform its installation, maintenance and repair obligations hereunder.

7.3 The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

7.4 If any part of this Agreement is held to be invalid or unenforceable, that part will be severed and the rest of the Agreement will remain in force. Headings herein are for reference only.

7.5 LiveBarn hereby represents that it maintains \$2,000,000 of General Liability Insurance, \$2,000,000 in Media Coverage Insurance and \$2,000,000 in Cyber Insurance, and that upon execution of this Agreement Venue Owner will become a Certificate Holder, with its name and location included in such insurance policies.

7.6 All notices required under this Agreement must be given in writing and by email to Livebarn at venuesupport@livebarn.com, finiller@livebarn.com, ray@livebarn.com, and to Venue Owner at its address listed herein. Either party may change its address from time to time by providing notice of such change to the other party.

7.7 This Agreement describes the entire understanding and agreement of the parties, and supersedes all oral and written agreements or understandings between them related to its subject matter.

7.8 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which taken together will be deemed to be one instrument.

7.9 This Agreement is governed by and will be interpreted under the laws of the State of New York. Any disputes shall be heard in the courts of the State of New York.

7.10 Each party shall keep the terms contained herein confidential and neither of its directors, officers, employees, agents or representatives, where applicable, shall disclose the terms contained herein without the express written consent of the other party, unless such disclosure is required by applicable law.

7.11 Venue Owner will not be liable to LiveBarn by reason of inconvenience or annoyance for any damages or lost revenue due to power loss or shortage, mechanical breakdown, structural damage, roof collapse, fire, flood, renovations, improvements, alterations, or closure of the facility by it or any regulatory agency.



VENUE AGREEMENT

7.12 LiveBarn consents to Venue Owner promoting in its marketing materials that LiveBarn supplies it with the LiveBarn installed product.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and at the place first above mentioned.

LIVEBARN INC.

Per: _____

VENUE OWNER

Per: _____

Print Name:

PLEASE FILL OUT SCHEDULE A

Venue Name and Address:

Primary Contact - Venue General Manager or Decision Maker:

Name:

Work Number:

Cell Phone:

Email Address:

Name of Each Rink:

(i.e. Rink #1 or Main Rink)

Secondary Contact or On-Site Manager:

Name:

Work Number:

Cell Phone:

Email Address:

Venue Marketing Contact:

Name:

Work Number:

Cell Phone:

Email Address:

Venue Technical Contact:

Name:

Work Number:

Cell Phone:

Email Address:

Revenue Share Payment Information:

Payee Name (name of entity depositing check):

Attention (name of individual receiving check and statement):

Street Address:

City:

State/Province:

Zip/Postal Code:

Additional Special Instructions:

Staff Review Summary

City of Onalaska

Parks, Recreation and Library Board

July 27th, 2020

Agenda Item: 9

Project/Name: GBAC Accreditation Program

Location: Omni Center

Request Action: Determine if this is something the Board would like the Omni Center to participate in.

Staff Report: GBAC STAR Accreditation program is performance-based designed to help facilities establish a comprehensive system of cleaning, disinfection, and infectious disease prevention for their staff and building.

Web address: <https://gbac.issa.com/issa-gbac-star-facility-accreditation/>