

**Special Parks and Recreation Board
of the City of Onalaska**

Monday, June 11, 2018

1

1 The Special Meeting of the Parks & Recreation Board of the City of Onalaska was called to
2 order at 5:15 p.m. on Monday, June 11, 2018. It was noted that the meeting had been announced
3 and a notice posted at City Hall.

4
5 Roll call was taken with the following members present: Ald. Jim Binash, Dan Stevens, Andrea
6 Benco, Brian Udermann, Dennis Aspenson, Steven Nott

7
8 Also Present: Parks and Recreation Director Dan Wick, Parks Maintenance Supervisor Mark
9 Hanson, Financial Services Director/Treasurer Fred Buehler, Ald. Kim Smith

10
11 Excused Absence: Ohbe Johnson

12
13 **Item 2 – Approval of minutes from the previous meeting**

14
15 Motion by Dennis, second by Andrea, to approve the minutes from the previous meeting as
16 printed and on file in the City Clerk’s Office.

17
18 On voice vote, motion carried.

19
20 **Item 3 – Public Input (Limited to 3 minutes/individual)**

21
22 Steven called three times for anyone wishing to provide public input and closed that portion of
23 the meeting.

24
25 **Consideration and possible action on the following items:**

26
27 **Item 4 – Development Agreement for Dash-Park**

28
29 Dan Wick referred to the May 21 Parks and Recreation Board meeting, at which time the board
30 had raised questions pertaining to the contribution to the Park Maintenance Fund, and he said he
31 has asked Fred to address that topic today and also clarify any questions board members might
32 have.

33
34 Fred told board members the City of Onalaska has a Special Revenue Fund for Special Projects.
35 Fred explained that the intent of the Special Projects Fund is that the funds directed there may or
36 may not be spent in one year. An example of a Special Projects Fund is the Police Department’s
37 K-9 Unit. Fred noted the Police Department pays for any expenses pertaining to the K-9 police
38 dog from the Special Projects Fund. Another example of a Special Projects Fund is a Parks and
39 Recreation program Dan Wick coordinates. Fred said, “This would be handled the same way.
40 At the end of every year we see the revenue being brought in and the expenses it incurs.” Fred
41 noted the largest Special Projects Fund is the dollars incurred from room tax, and he explained a

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42 certain percentage of room tax funds are directed toward tourism, and the City of Onalaska
43 collects its share and places it in the Special Projects Fund. Fred said these funds have been
44 utilized “for different things,” including defending the city regarding the placement of the
45 Badger-Coulee Line.

46

47 Dennis asked Fred if he may make a donation or raise funds just for the Special Revenue Fund.

48

49 Fred said yes.

50

51 Dan Stevens asked Fred if the funds are restricted solely for that cause.

52

53 Fred said yes and cited the example of the K-9 unit, noting Police Chief Troy Miller signs off on
54 anything involving the K-9 unit. Fred also noted each department head is informed of his/her
55 balance in each fund at the end of every year.

56

57 Dan referred to the development agreement before the board this evening and noted it differs
58 from the one that came before the board on May 21 in that some of the concerns that had been
59 raised were addressed.

60

61 Andrea addressed Section 1 (“Dedication of Park to City”), Section ‘b,’ (“Use, Programming”)
62 and Subsection ‘c,’ and asked for a definition to the word “extraordinary” in the following
63 sentences: “*City may use funds from the Maintenance Fund (as defined herein) to offset any*
64 *extraordinary costs incurred by the City to coordinate and maintain any events or programming*
65 *at the Park as required herein,”* and also: “*If certain elements of the Park require additional or*
66 *extraordinary maintenance by the City, City may use funds from the Maintenance Fund to*
67 *perform such maintenance and upkeep.”* Andrea said she wishes to delete the word
68 “extraordinary” because she believes it should be at the city’s discretion. Andrea asked, “How
69 do you define an ‘extraordinary’ cost since our budget is so small?”

70

71 Steven said it is not restrictive due the presence of the word “may” and asked, “What’s the point
72 of having it there?”

73

74 Dan Wick said he does not know the legal definition of “extraordinary” in this instance as he is
75 not the city’s legal counsel.

76

77 Dan Stevens asked Andrea if she interprets “extraordinary” to mean “very large” or “outside of
78 the ordinary.”

79

80 Andrea said she interpreted it to mean “outside of the ordinary” and that she is not sure why it
81 has been included. Andrea said, “If we have an expense that comes up, I don’t feel like we
82 should have to battle to pay for that expense out of the fund.”

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83

84 Steven said, "I think the question alone is ultimately kind of highlighting what the concern can
85 be, which is how you define 'extraordinary' where we have two different potential definitions,
86 where within the sentence, I don't know what purpose it serves when it just says we can use
87 funds. We can use funds, so why are we going to create confusion?"

88

89 Andrea asked if the word "extraordinary" may be deleted "and then once we make things like
90 this we pass on a recommendation to [the Common] Council."

91

92 Dan Wick noted this item will be on the Common Council's Tuesday evening agenda and said
93 any comments made by board members will be taken to the city's legal counsel and the changes
94 will be included. Councilmembers will have a copy of the revised agreement in their mailboxes.

95

96 Dan Stevens asked if changes made by the board this evening will be reviewed prior to
97 Tuesday's Common Council meeting.

98

99 Dan Wick said staff will review the changes with the city's legal counsel prior to Tuesday
100 evening's Common Council meeting and told board members they will not be able to because a
101 meeting has not been published.

102

103 Dennis asked board members if they would not object to the word "extraordinary" being
104 included if city legal counsel included a definition for it.

105

106 Andrea reiterated she wishes to delete the word "extraordinary," stating, "I want us to have the
107 discretion to use the funds in ways that we think are appropriate. This document does a really
108 good job of defining intent and purpose in agreements, and so I think we can use this document
109 to determine when it's going to be appropriate to use funds for something and when it's not."

110

111 Dan Stevens asked if the document does not have to be revised if the board approves it as a
112 whole and forwards it to the Common Council for its Tuesday meeting.

113

114 Dan Wick said, "We can bring these points up. I think legal counsel will come in and say, 'No,
115 we need this for this purpose.' Ultimately the Council will always go back to legal opinion as
116 they represent us to say, 'This is what ...' The only comment with the 'extraordinary' line in
117 there, I think the owner may want some protection to make sure every day we don't start funding
118 a staff person out of that [and] we don't start doing those types of expenses – the normal every
119 day versus a large sum. We don't want to go through that next week and the all of sudden next
120 year we come back and we've spent it all."

121

122 Andrea noted the agreement clarifies the funds are to be utilized for events and programming.

123

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124 Ald. Binash noted he also had highlighted the word “extraordinary” and said he wanted to delete
125 the following sentence from Section ‘b’: “*City shall make reasonable efforts to coordinate and*
126 *maintain events and programming in the Park for the enjoyment and entertainment of the*
127 *general public, including, but not limited to, musical or other entertainment performances, art*
128 *fairs or exhibits, and other community events, to encourage the use and enjoyment of the Park by*
129 *the general public.” Ald. Binash said, “I don’t like the idea that the city has to be ... If you’re*
130 *giving property to the city you’re determining what the city can use it for. That was not my*
131 *understanding when this whole procedure was taking place. There’s nothing in here about who*
132 *is going to pay for the musical entertainment now. It just says as soon as we take over*
133 *possession we’re responsible out of the \$25,000. ... I’m disappointed in the lease myself. I think*
134 *there are too many restrictions. The city is handcuffed. I thought this was going to be a gift to*
135 *the city, more or less, with the city having responsibility for this area. It looks great, but we have*
136 *no idea what the maintenance costs are going to be because it is different than what I had*
137 *envisioned it was going to be in the first place. I thought there were going to be wooden*
138 *benches, and we have stone slabs out there. The trellis could become a jungle gym because it*
139 *looks like [one]. I’m a little bit concerned that there are just too many restrictions on the city in*
140 *this lease, and if you don’t do what I want we’re going to find somebody else who will do it.*
141 *That is my objection to certain things that are written in this agreement.”*

142
143 Dan Wick referred to Section ‘b’ and told board members there has been a significant amount of
144 discussion regarding the concerts. Dan noted he had met earlier Monday with city legal counsel
145 and said the City of Onalaska is not obligated to pay for anything with the concerts. Dan said,
146 “We are currently working with the owner and trying to find a nonprofit group to take that event
147 over.”

148
149 Ald. Binash told Dan Wick, “It doesn’t say that in the lease.”

150
151 Steven said he had a similar question regarding the sentence to which Ald. Binash had referred,
152 asking for a definition of “reasonable” as it pertains to the city making reasonable efforts to
153 coordinate and maintain events. Steven said, “Is it one event a year? Two events a year? It
154 gives kind of an overview of what would be considered public events, but it doesn’t say what is
155 reasonable as far as quantity or size.” Steven also raised concerns about Section ‘a’ (“Name;
156 Signage), which states in part: “*The existing ‘Dash-Park’ monument sign located at the*
157 *southeast corner of the intersection of Main Street and Second Avenue shall be maintained in its*
158 *existing location to acknowledge and promote the name of the Park, and any signage,*
159 *references, advertising or promotional materials made by the City in connection with the Park*
160 *shall make reference to the Park being called ‘Dash-Park.’ ”*

161
162 Dennis asked how the board is to proceed in terms of stating a motion so that the process is not
163 slowed down.

164

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165 Andrea said, “We don’t want to vote on it just because we’re worried about not bogging down
166 the process because we’re going to get this park, assuming the Council approves it. This
167 becomes our thing and this becomes a really important document, so we want to make sure it
168 covers us.”

169

170 Dennis said that while he understands Andrea’s point of view, “I don’t want to beat it to death.”

171

172 Dan Wick said that based on the discussion to this point the board should recommend to delete
173 the word “extraordinary” and the sentence in Section ‘b’ to which Ald. Binash had referred.

174

175 Steven said he is under the impression that as the board continues to examine the agreement its
176 members might be making recommendations and voting on changes that would make the
177 agreement more “general and intent-based” rather than “directive specific restrictive.”

178

179 Brian asked if the document before the board this evening had come from city legal counsel.

180

181 Dan Wick said yes.

182

183 Brian said, “My take on it is, if you have words such as ‘*City shall make reasonable efforts,*’
184 maybe [city] legal [counsel] did that on purpose to give some leeway. Maybe we’re being a little
185 too prescriptive; I don’t know if that’s the best word. I guess if folks have concerns, I think
186 that’s great. I kind of agree with Dennis. The question is, do we strike things or do we just say
187 this was a concern and then it goes in front of the Council and they’re aware of those things? I
188 put a lot of faith in legal, and I appreciate the concerns you have, but I see both sides.”

189

190 Andrea said striking a word is not that important as long as the city is not bound to something.
191 Andrea also said she understands city legal counsel includes words for a reason and stated, “That
192 has to mean something. There’s no telling where that meaning goes, because it wasn’t there in
193 the draft statement last week.”

194

195 Ald. Smith said that from her experience she believes the word “extraordinary” means “outside
196 of the routine.” Ald. Smith said, “They’re just looking to say that the money that is put aside in
197 the account is not to be used for mowing the lawn or picking up the garbage. It is to be used to
198 make a repair or do something that happens outside of the routine maintenance. I think the word
199 ‘may’ means something ought to, but not necessarily shall.”

200

201 Steven said he believes the word “may” gives the city broad latitude.

202

203 Dan Stevens asked if the board may make a list of recommendations so that both the Common
204 Council and the city’s legal counsel have a starting point if they wish to further edit the
205 agreement at a later date.

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206
207 Dan Wick said the board's concerns will be sent to the city's legal counsel via email later this
208 evening.

209
210 Ald. Binash said, "One of the concerns I have is that the \$25,000, for whatever reason ... Let's
211 say you get a huge storm and it washes away part of the park or there's a problem there ... Then
212 in [Section] 'g', it says if you cannot properly maintain the park, the city will turn ownership of
213 the park over to a nonprofit. So if you're not doing what the restrictions are put in here, we're
214 going to take it away. Any issues may come before the board, but then it goes to the Community
215 Development Authority after that. Is this going to be for use of the city? What exactly are going
216 to be the issues? If it's going to be a city park, then the city should have control of it and decide
217 what is going to happen with it. And I don't think there should be any restrictions in here."

218
219 Dennis asked Ald. Binash which restrictions he finds troubling.

220
221 Ald. Binash said Sections 'a' through 'g' are the restrictions and told Dennis he takes issue with
222 some of the wording. Ald. Binash said that while he likes the idea of having Dash-Park across
223 from the Great River Landing, "if the city is going to maintain this property, it should be the
224 city's choice as of what it's going to do with it."

225
226 For clarification, Dennis asked Ald. Binash if he believes the restrictions are too difficult for the
227 city.

228
229 Ald. Binash said yes.

230
231 Andrea said she was interested in eliminating Section 'g' ("Failure to Comply"), which states in
232 part the city will turn over ownership of Dash-Park to a nonprofit if the city cannot properly
233 maintain the park. Andrea said the city will do its best to maintain the park and stated Section
234 'g' seemed to her like "an unreasonable oversight that gave me pause long term." Andrea asked
235 Ald. Binash, "If we strike 'g' so that 'a' through 'f' then become guidelines, is that comfortable
236 for you?"

237
238 Ald. Binash said, "If it's going to be a gift to the city and the city is going to take possession of
239 it, do you want restrictions on what you can and can't do with city property? That's the point
240 I'm getting at."

241
242 Steven said he finds Subsection 'a' to be very restrictive, asking, "Don't you just want the name
243 to be known and visible to the public? Why does it have to be that sign always, in perpetuity,
244 forever at that location, maintained? That's exactly how that reads."

245
246 Brian referred to Section 'g' and noted it states the Parks and Recreation Board must find that the

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247 city cannot properly maintain Dash-Park. Brian said he does see this as restrictive as there will
248 be substantial discussion and input by both parties.

249

250 Steven said, "It has to be because it talks about compliance and what happens if you fall out of
251 compliance, so these are restrictions and directives."

252

253 Brian reiterated the Parks and Recreation Board will determine if the city cannot properly
254 maintain Dash-Park.

255

256 Dennis stated the Parks and Recreation Board will determine if someone has registered a
257 legitimate complaint that the city is not properly maintaining Dash-Park.

258

259 Dan Wick said, "Prior to that, it was going to someplace else. It wasn't coming before us."

260

261 Dan Stevens asked, "If we were to take the open-ended aspect out of it and say we would agree
262 to these terms for a finite period of time, bearing in mind that SkogenHeim is generously
263 donating money, but not forever, what if we tied money coming in to how long we will honor the
264 – it will have your specific sign – Jim, in your opinion, do you think that the Council would be
265 more amiable towards that?"

266

267 Ald. Binash said that while he cannot speak for the Common Council, he can state his opinion at
268 Tuesday evening's Council meeting. Ald. Binash said he does not take issue with the signage
269 as the Skogen family is donating the land for a specific purpose. However, Ald. Binash also
270 said, "It's just some of the restrictive nature that the city does this and if it doesn't you're not in
271 compliance with the way I want things."

272

273 Dennis reiterated Brian's point that the Parks and Recreation Board would determine if an
274 individual was bringing forward a valid complaint regarding the maintenance of Dash-Park.

275

276 Ald. Binash read the following section from Section 'g': "...*provide for the continued use of the*
277 *Park in the manner and subject to the restrictions contained herein. Such not-for-profit entity*
278 *shall be such an entity as selected by the Onalaska Community Development Authority.*" Ald.
279 Binash said, "I think there is a point to be made that yes, somebody can come before the board.
280 But the restrictions are what I'm getting at – the restrictions contained herein. Those restrictions
281 [in Section 'b' state the city shall make reasonable efforts to] coordinate and maintain events and
282 programming in the park for the enjoyment and entertainment of the general public, including,
283 but not limited to, musical or other entertainment performances, art fairs or exhibits. What if you
284 don't do them? What if the city does not have the funds? What if you run out of that \$25,000?
285 What if there is more maintenance there than we planned on, or something happens that all of a
286 sudden there are a lot of liability issues with that park?"

287

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288 Steven said an undefined not-for-profit entity will be able to come forward and state it wishes to
289 assume control of Dash-Park.

290

291 Andrea said, "Or we say we've made reasonable efforts and given these limitations we can't
292 meet these. Then we don't have to give the park away because we have fulfilled our side by
293 attempting to meet the restrictions."

294

295 Mark said he does not believe Dash-Park should be treated any different than when someone
296 registers a complaint about any other city park. Mark said Dash-Park is relatively low
297 maintenance park from an equipment standpoint, and he told board members Parks staff
298 addresses all complaints regarding city parks. Mark also said he believes there is flexibility
299 when words such as "extraordinary," "may," and "reasonable" are utilized. Mark told board
300 members, "Ultimately you have the right to say something. But in the public's eye they have a
301 right to complain about any park. We have restrictions in all of our parks."

302

303 Dan Wick said anyone who registers a complaint regarding a city park not being properly
304 maintained ultimately would come before the Parks and Recreation Board if he/she does not
305 believe the issue is being addressed.

306

307 Steven said that while it is unlikely, someone associated with a not-for-profit could create an
308 issue by stating the city is not complying with Sections 'a' through 'f'.

309

310 Dan Stevens said such an individual would have to convince the Parks and Recreation Board that
311 is the case before the not-for-profit could assume ownership.

312

313 Steven said he believes there is the potential for legal issues to occur in the future because it
314 could be determined that the Parks and Recreation Board has a conflict of interest. Steven also
315 reiterated he finds Section 'a' regarding the signage too restrictive.

316

317 Brian said the board should discuss the remainder of the document if its members are going to
318 ask Dan Wick to document their concerns related to Sections 'a' through 'f.' Doing so will
319 allow Dan to send the board's feedback to the city's legal counsel, and this feedback may then be
320 shared Tuesday night with the Common Council.

321

322 Ald. Binash said he needs to excuse himself from the remainder of the meeting.

323

324 Dennis asked Ald. Binash if he believes the Common Council will approve the agreement.

325

326 Ald. Binash told Dennis he believes "it's a tossup the way it is worded."

327

328 Dennis asked Ald. Binash if he believes the Common Council "will bog this whole thing down

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329 over a minor thing.”

330

331 Ald. Binash said, “My opinion is that we would like to see the city have the property. It goes
332 along with the long-range plans of what everybody would like to see in downtown. I think it is
333 an excellent addition to the city. If we can just work out some of the terminology ... Again, I
334 can’t speak for everybody on the Council, but right now I think it’s a tossup whether they would
335 accept the lease the way it is written right now.”

336

337 Dennis asked Ald. Binash, “Is it your feeling that the restrictiveness is bothering you too?”

338

339 Andrea asked, “Why is that relevant to our discussion right now?”

340

341 Ald. Binash said he understands that Dennis is attempting to learn the Council’s mindset and
342 stated, “I think it’s on the right track. There are some restrictions that I would like to see either
343 removed or identified. And if they can alleviate the concerns, then I think the Council may very
344 well go with it. But right now, I think it’s kind of a tossup. We want to see [Dash-Park] come
345 into the city. I don’t think there is any question about that. What SkogenHeim has done is
346 absolutely great for the city. It’s just that I am thinking of the city now. I am not thinking of
347 outside interests. I am thinking of the city’s interests. That’s the way I’m approaching this.”

348 Ald. Binash then excused himself from the meeting.

349

350 Andrea addressed Section 6 (“Binding Terms; Covenants Running with Land”) and said board
351 members have expressed concern that “[the city] is locked into this forever.” Andrea said that is
352 the case due to Section 6, which reads: “*All the terms, conditions, restrictions and covenants*
353 *herein contained or implied by law are covenants running with the Park in perpetuity and shall*
354 *be binding upon, attach to, inure to the benefit of and be enforceable by City and Owner and*
355 *their respective successors and assigns, and any other beneficiaries identified herein.” Andrea*
356 *said, “That gives me pause because that’s a really long time. If we put an expiration into this*
357 *agreement that said something like ‘These shall run with this park for 20 years’ ... I can see*
358 *where the Skogens have put all this effort into this park and it’s beautiful and they don’t want to*
359 *give it to us and have us go out and rearrange it all and do different things with it because that’s*
360 *not the vision that they have for it right now. So if we put an expiration of a time limit in there*
361 *where we’re going to use this park the way they intend to be used and we’re going to give it our*
362 *best effort and we’re going to try to make it a success and this expires 20 years from now, maybe*
363 *we keep going because it’s worked out really well, but maybe it hasn’t and so then we redo it. ...*
364 *Then all of these things are less scary because they are not in perpetuity.”*

365

366 Steven said he does not know if SkogenHeim would be agreeable to such a suggestion.

367

368 Brian said the way he reads the agreement, the Parks and Recreation Board would have “a fair
369 amount of authority” and therefore he is not troubled by the term “in perpetuity.”

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370

371 Andrea said the in-perpetuity part is enforceable by “anyone in SkogenHeim, down the road.”

372 Andrea also said it is her understanding that SkogenHeim could take back Dash-Park if a
373 successor decided in the future the city was not doing a satisfactory job maintaining the park.

374

375 Dan Stevens said he agrees with Andrea that “a sunset provision that honors the Skogens’ gift of
376 throughout their lifetime and sometime after hopefully would make them happy. But at some
377 point, the park needs to come to the city, and without restriction. It could be 20 years. It could
378 be 30 years. Somebody else can decide that.”

379

380 Andrea said it seems to her at that some point the city has to own the park in whole.

381

382 Dennis asked board members if they believe 50 years is an acceptable period.

383

384 Andrea asked if there are numbers the board may utilize as a guideline.

385

386 Dan Wick said he should have asked city legal counsel to attend this evening’s meeting to
387 address the board’s concerns and questions. However, Dan also said that per his conversation
388 earlier Monday, city legal counsel felt “very comfortable” about the status of the agreement, and
389 also that “the city was in position with it.” Dan added, “That’s what was relayed to me. Legally,
390 I don’t have the answer for those things.”

391

392 Steven noted funding availability was not addressed in the agreement.

393

394 Dan Stevens said, “If there were a funding mechanism to provide funds for the park in
395 conjunction with the gift, the perpetuity might be a little bit more appropriate. But what we have
396 is the gift to the park, plus the \$25,000, and we have to abide by this set of rules forever. There
397 is not quite the parity there that there ought to be. I think the sunset provision is the solution to
398 that.”

399

400 Dennis said the city had to realize it was receiving a park and stated, “It’s just baffling me that all
401 of a sudden at the end we’re asking, ‘Who’s going to take care of it?’ ”

402

403 Steven said the city is facing a time constraint issue because no one expected to be in this
404 situation so quickly.

405

406 Dennis asked, “You would prefer that, instead of Skogen having the restrictions, you guys put
407 the restrictions on.”

408

409 Steven expressed frustration over the number of restrictions stated in the document and asked,
410 “What is your intent? We can meet that. Why are you telling us exactly how to make the

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411 sausage here?”

412

413 Andrea said she believes it is due to the fact the Skogens are attempting to define their vision for
414 Dash-Park.

415

416 Steven said, “Then define the vision. Don’t tell us how to do it. Just tell us what the vision is
417 and expect us to meet it based on availability of funds.”

418

419 Andrea said she believes this is the way the Skogens want to see Dash-Park run.

420

421 Steven said that while he believes it is reasonable to have some restrictions, he objects to the city
422 being told how to run Dash-Park in perpetuity.

423

424 Dan Stevens asked if the board may make a list of the restrictions its members want to see end at
425 a certain point, as well as the things that can continue in perpetuity.

426

427 Steven said that while he does not object to the naming of the park, he also believes “there
428 should be something based on availability of funds.”

429

430 For clarification, Dan Wick asked board members if they object to any part of Section ‘a’
431 (“Name; Signage”).

432

433 Steven said no.

434

435 Dan Wick asked if board members have any objections related to Section ‘b’ (“Use,
436 Programming”).

437

438 Steven said, “I think it’s, *‘Make efforts based on availability of funds to maintain events and
439 programming.’*”

440

441 For clarification, Dan Wick asked Steven if wants to add the words “availability of funds” to
442 Section ‘b’.

443

444 Andrea said she does not believe it is necessary to do so.

445

446 Dan Wick asked board members if they believe it is necessary to define “extraordinary” and
447 “reasonable.” Dan also asked board members if they wish to delete the second sentence of
448 Section ‘b’. Dan also noted the Skogens’ vision for Dash-Park is identified in Section ‘b’.

449

450 Dan Stevens said he believes it would be appropriate to have an end date for the programming
451 the Skogens expect the city to have in Dash-Park. Dan said, “At some point it’s just a city park,

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452 and the city could opt to keep programs going if they were successful, or they could opt to go a
453 different route. Whereas the name of the park would be perpetual, the use programming, if
454 we're in the year 2127 and we're still locked to some covenant that may not make sense at the
455 time and we risk losing the park is something I think Jim [Ald. Binash] was looking to avoid.”

456

457 Dan Wick referred to the second sentence of Section 'b' and said the city does not have to do
458 anything based on the statement “*City shall make reasonable efforts to coordinate and maintain*
459 *events and programming in the Park for the enjoyment and entertainment of the general public.*”

460

461 Dan Stevens said the agreement states the city should attempt to do something. However, the
462 city is under no obligation to do so.

463

464 Dan Wick asked board members if it is necessary to delete the second sentence of Section 'b'.

465

466 Steven said, “I guess 'reasonable' would be tied to funding.”

467

468 Dan Wick addressed programming and said he believes that there had been concerns regarding
469 the summer concert series. Dan noted that initially the concert series was supposed to come out
470 of the \$25,000 and would be up to the Parks and Recreation Board. Dan said, “We have worked
471 through that. If we would have a third-party group that would be willing to do it, there probably
472 would be another agreement coming forward. That's not with the city. The city has basically
473 said we are not funding that aspect of it. We have no obligations to fund the concert series.
474 SkogenHeim is going to fund it this year, and we are working on a third-party group to handle
475 that. Take that out of it. To be very honest, right now we don't have a line of people coming in
476 there wanting to do things. We will look at that as any other park.” Dan noted the Parks and
477 Recreation Department receives several requests from couples to hold their wedding at the
478 Sunfish Wayside, but it is not a reservable facility. Dan said staff will consider allowing couples
479 to hold their wedding at Dash-Park, adding it also is possible yoga classes could be held there.
480 Dan said, “We are making reasonable efforts to provide things in the area, so I have some
481 concerns on striking [the second sentence of Section 'b']. If you take that out, then we don't
482 need programming in the agreement at all.”

483

484 Dan Stevens suggested keeping the language as presented, “but have it so it is not in perpetuity.
485 I think 20 to 25 years would be appropriate.”

486

487 Andrea asked board members if they believe it is reasonable to remove “*in perpetuity*” from
488 Section 6 and replace it with “*running with the Park until 2043.*”

489

490 Dan Stevens said he sees no reason why the agreement would end in 2043 if Dash-Park is
491 thriving. However, Dan also said, “If there was a reason to stop it, we've honored
492 SkogenHeim's vision as long as what I would say is reasonably a set period of time. But at some

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493 point it's city property, and we're ultimately responsible to our citizens and the taxpayers."
494

495 For clarification, Dan Wick asked board members if they want to entertain the idea of a sunset
496 clause in which the agreement would end after 25 years. This would be addressed under Section
497 6. Dan said the city's legal counsel will need to ensure that "it doesn't tie our hands and is more
498 restrictive than it currently states with the language of 'reasonable' and 'extraordinary costs.' "
499

500 Steven asked if "extraordinary" means out of the ordinary as in out of the ordinary maintenance.
501

502 Dan Wick referred to the Special Projects Fund and told Steven he cannot utilize funds for Mark
503 to mow the grass. Rather, the funds may be utilized if a rainstorm causes significant damage at
504 Dash-Park. Dan said "extraordinary" is a legal term that requires a legal definition, and he told
505 board members he agrees with Ald. Smith's comments about what it is. Dan said, "That's out of
506 the ordinary."
507

508 Brian asked what will happen if a SkogenHeim representatives objects to renewing the
509 agreement in 2043.
510

511 Andrea said the agreement would end in 25 years and the city would take full control of Dash-
512 Park at that time.
513

514 Dan Stevens said it is his understanding that the only exception would be if, sometime during the
515 25-year period, someone registered a complaint and the Parks and Recreation Board decided the
516 city was unable to adequately honor the agreement. The Parks and Recreation Board would then
517 vote, and a nonprofit organization as selected by the CDA would assume control of Dash-Park.
518

519 For clarification, Dan Wick asked, "Item 'a', in perpetuity, we're OK with? The rest of the items
520 in there can stay the same if Section 6 changes and we put a sunset clause, i.e., of 25 years."
521

522 Steven again stated he disagrees with Section 'a' and that the Dash-Park sign must remain the
523 same and also remain in the same location in perpetuity.
524

525 Dan Stevens suggested that perhaps part 'a' pertains to the name of Dash-Park, and part 'b'
526 pertains to the sign.
527

528 Dan Wick said Section a-1 would address the name and may go in perpetuity, and Section a-2
529 would address the sign.
530

531 Brian said he believes the board should simply give general recommendations to the city's legal
532 counsel.
533

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534 Andrea said the document will be cleaner with a sunset clause.

535

536 Motion by Steven, second by Dennis, to approve the Development Agreement for Dash-Park as
537 stated, with the exception that the term “in perpetuity” stated in Section 6 be changed to state
538 there is a recommended 25-year sunset provision.

539

540 Dan Stevens asked if the motion should include language stating the name of the park would be
541 in perpetuity.

542

543 Dan Wick said he believes it is necessary to make a friendly amendment to the motion.

544

545 Andrea suggested inserting a sentence into Section 6 stating “*The Park shall forever be known*
546 *as Dash-Park.*”

547

548 Steven suggested adding the following wording to Section 6: “*The name shall forever be known*
549 *as Dash-Park. All other provisions will sunset in 25 years.*”

550

551 Motion restated:

552

553 To approve the Development Agreement for Dash-Park, with a sunset provision of a
554 recommendation of 25 years.

555

556 Dan Wick asked if a friendly amendment had been made regarding the name in perpetuity.

557

558 Steven said he believes the board is recommending that Section 6 be amended to state: “The
559 name shall forever be known as Dash-Park.”

560

561 Dan Wick said he recommends that the board tell the city’s legal counsel its members wish to
562 have the name Dash-Park live on in perpetuity. Dan also suggested that the board make an
563 amendment stating that the name Dash-Park should be in perpetuity.

564

565 Motion by Andrea, second by Steven, to amend the previous motion to state that the name Dash-
566 Park should be in perpetuity.

567

568 Vote on the amendment:

569

570 On voice vote, motion carried, 4-1 (Dennis).

571

572 Vote on the original motion, as amended.

573

574 On voice vote, motion carried, 5-0.

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575

576 **Adjournment**

577

578 Motion by Andrea, second by Dan Stevens, to adjourn at 6:12 p.m.

579

580 Andrea stated she believes receiving items such as this at the last minute is “poor business” and
581 she wishes the board had had more time for this process.

582

583 On voice vote, motion carried.

584

585

586 Recorded by:

587

588 Kirk Bey