

CITY OF ONALASKA MEETING NOTICE

COMMITTEE/BOARD: Administrative & Judiciary Committee

DATE OF MEETING: October 3, 2018 (Wednesday)

PLACE OF MEETING: City Hall – 415 Main Street (Room 112)

TIME OF MEETING: 6:00 P.M.

PURPOSE OF MEETING

1. Call to Order and roll call.
2. Approval of minutes from the previous meeting(s).
3. Public Input: (limited to 3 minutes/individual)

Consideration and possible action on the following items:

Administrative

4. Approval of Operator's Licenses as listed on report dated October 3, 2018
5. Approval of Special Events Permits for:
 - a. Festival Foods Turkey Trot on November 22, 2018 starting at 8am at the Omni Center, 255 Riders Club Road, Onalaska.
6. Approval of request for a waiver to 7-1-23(c) of the Code of Ordinances regarding the number limit of licensed animals per household by Katrina Meyer
7. Miscellaneous licensing reporting

PLEASE TAKE FURTHER NOTICE that members of the Common Council of the City of Onalaska who do not serve on the Committee may attend this meeting to gather information about a subject over which they have decision making responsibility.

Therefore, further notice is hereby given that the above meeting may constitute a meeting of the Common Council and is hereby noticed as such, even though it is not contemplated that the Common Council will take any formal action at this meeting.

NOTICES MAILED TO:

Mayor Joe Chilsen
Ald. Jerry Every
Ald. Jim Olson
* Ald. Jim Binash - Chair Admin & Vice Chair Jud
* Ald. Diane Wulf -
Ald. Kim Smith
* Ald. Ron Gjertsen - Chair Jud & Vice Chair Admin
City Attorney Dept Heads City Administrator
La Crosse Tribune Coulee Courier
WXOW WKTY WLXR WKBT WLAX FOX
*Committee Members

Nick Roush/Paul Gleason
Katrina Meyer
Jessica Robey

Omni Center
Onalaska Public Library

Date Notices Mailed and Posted: 9/26/18

In compliance with the Americans with Disabilities Act of 1990, the City of Onalaska will provide reasonable accommodations to qualified individuals with a disability to ensure equal access to public meetings provided notification is given to the City Clerk within seventy-two (72) hours prior to the public meeting and that the requested accommodation does not create an undue hardship for the City.

Judiciary

8. **Ordinance 1620-2018** to annex land located in the Southeast ¼ of the Southeast ¼ in Section 2, Township 16 North, Range 7 West from the Town of Medary to the City of Onalaska (Elmwood Partners / Rousch Property) (First and Second Reading)
9. **Ordinance 1621-2018** to amend Chapter 4 of Title 7 of the Code of Ordinances of the City of Onalaska relating to Direct Sellers (First and Second Reading)

Adjournment

PACKET: 02560 License Packet Oct Operators

SEQUENCE: License #

ID	PERIOD	-----NAME-----		LICENSE CODE
00041	9/10/18- 6/30/20	CULLEN	HEATHER	OPRATOR OPERATORS - 2 YEAR
01981	9/25/18- 6/30/20	STEELE	SEAN	OPRATOR OPERATORS - 2 YEAR
02396	9/14/18- 6/30/20	FREDRICK	CONNOR	OPRATOR OPERATORS - 2 YEAR
03932	9/25/18- 6/30/20	NIEMEYER	LISA	OPRATOR OPERATORS - 2 YEAR
05312	9/05/18- 6/30/19	ROJAS	ADILENE	OPRATOR OPERATORS - 1 YEAR
05354	9/05/18- 6/30/20	KELLY	STEVEN	OPRATOR OPERATORS - 2 YEAR
05357	9/10/18- 6/30/20	SCHOENFELD	KRISTEN	OPRATOR OPERATORS - 2 YEAR
05358	9/10/18- 6/30/20	NORDEEN	REGINA	OPRATOR OPERATORS - 2 YEAR
05369	9/17/18- 6/30/20	WARD	SEAN	OPRATOR OPERATORS - 2 YEAR
05376	9/24/18- 6/30/19	AYERS	WILLIAM	OPRATOR OPERATORS - 1 YEAR
05378	9/26/18- 6/30/20	MYERS	CALEB	OPRATOR OPERATORS - 2 YEAR
05379	9/26/18- 6/30/19	HELM	JESSICA	OPRATOR OPERATORS - 1 YEAR



CITY OF ONALASKA

415 Main Street • Onalaska, WI 54650-2953 • (608) 781-9530 fax (608) 781-9534
www.cityofonalaska.com

RECEIVED

SEP 07 2018

CITY OF ONALASKA

#500 #5
#053666

SPECIAL EVENT PERMIT APPLICATION GENERAL EVENT INFORMATION

Official Name of Special Event: Festival Foods Turkey Trot

Start Date: 11/22/18

End Date: 11/22/18

	MON	TUES	WED	THURS	FRI	SAT	SUN
Setup			X	X			
Start				X			
End				X			
Cleanup				X	X		

Location of Event: Park/Public Property _____
 Public Street/Sidewalk/Alley/Right of Way
+ Omni Center
 Private Property _____
 Other _____

Please List Streets (and include map) That May be Closed or Otherwise Affected by the Event:

See attached map

Location of Event Parking: Omni Center, Aquatic Center, YMCA, First Free

Estimated Attendance Per Day:

0-299 300-499 500-999 1,000-4999

Estimated Attendance Entire Event:

0-299 300-499 500-999 1,000-4999

Number of Booths:

0-24 25-49 50-74 75-100

Advertising Will Consist of:

- Pre-event advertising through yard or other signs
- Temporary directional / other signage during the event (no more than 24 hrs in advance)
- Promotional Brochure / Flyer – copy must be provided with application

CITY OF ONALASKA
 REC#: R00123927 9/13/2018 12:22 PM
 TRM: 30 LICENSES
 DFR: 02 TERM: 2
 FIB: CASH 02
 5366-11/22/18 FESTIVAL FOODS TURKEY T
 SPECIAL EVENT 1000 OR 500.00CR
 Aid by GORSE SPORTS LLC
 500.00 REF: 1000 - 1000
 500.00
 500.00
 0.00
 0.00

Type of Event:

- | | |
|--|--|
| <input type="checkbox"/> Festival / Music Concert | <input type="checkbox"/> Religious / Educational |
| <input type="checkbox"/> Rally / Memorial | <input type="checkbox"/> Street / Block Party |
| <input type="checkbox"/> Parade | <input type="checkbox"/> Fun Run / Walk A Thon |
| <input checked="" type="checkbox"/> Run / Walk Greater than 5K | <input type="checkbox"/> March Utilizing Public Property |
| <input type="checkbox"/> Public Assembly
(For political purposes) | <input type="checkbox"/> Sport (fishing, soccer, etc.) |
| <input type="checkbox"/> Other _____ | |

Event Will Have:

- | | |
|---|---|
| <input type="checkbox"/> Bounce House | <input type="checkbox"/> Bungee Jump |
| <input type="checkbox"/> Rock Wall | <input type="checkbox"/> Dunk Tank |
| <input checked="" type="checkbox"/> Amplified Sound | <input type="checkbox"/> Marching Units |
| <input type="checkbox"/> Vehicles | <input type="checkbox"/> Water Slides |
| <input type="checkbox"/> Animals | |
| <input type="checkbox"/> Other high-risk activity _____ | |

Permit & Other Requirements:

<input type="checkbox"/> Alcohol will be served, sold, raffled, etc.	Class B Permit
<input checked="" type="checkbox"/> Food & Non Alcoholic Beverages <i>post race food (no sales)</i>	Health Permit
<input type="checkbox"/> Non-Food related sales and/or display booths	
<input checked="" type="checkbox"/> Tent and/or canopy	Fire Dept. Planning / Inspection Diggers Hotline must be contacted minimum of 3 days before digging
<input type="checkbox"/> Large Generator(s) requiring a separate Electric panel box to be wired off of it	Inspections permit
<input type="checkbox"/> Fires or candles	Fire Dept.
<input type="checkbox"/> Fireworks	Fire Dept.
<input type="checkbox"/> Activities in park outside normal operating hours	Waiver required by City Council
<input checked="" type="checkbox"/> Barricades / Detours (city streets, roads, etc.)	Approval by Police & Public Works
<input type="checkbox"/> State Hwy Closures	DOT permit required - organizer contracts with private company to install
<input type="checkbox"/> Cooking Equipment	Fire Dept.
<input type="checkbox"/> Solid Waste & Recycling	Disposal Containers & Haul Away

Arrangements Have Been Made For:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Restrooms & Hand Washing | <input type="checkbox"/> Tent Heating |
| <input checked="" type="checkbox"/> Event Insurance | <input checked="" type="checkbox"/> Public Safety / EMS Services |
| <input checked="" type="checkbox"/> Fire Extinguishers | <input checked="" type="checkbox"/> Advertising Banners/ / Signs |
| <input checked="" type="checkbox"/> Drinking Water | <input type="checkbox"/> Grey Water & Grease Removal |
| <input checked="" type="checkbox"/> Weather Contingencies | <input type="checkbox"/> LP Gas |

In the Event of Severe Weather:

Open and Available Shelter Locations Will Include:

Omni Center

Identify Who Will Cancel the Event if Necessary: (name, title, phone number, and e-mail)

① Jessica Robey, Local Race Director, 715-821-4553, jess.robey3@gmail.com

Public Safety Site Plan:

Attach a schematic drawing of the event site location. The drawing must be legible and drawn to scale. The public safety plan must include the following items if they will be provided, or if they are required.

• Booths, stages and event structures
• First Aid Station(s)
• Information / Ticket Booths
• Fences
• Tents
• Boundaries of the Event
• Exits & Gates (gates must be numbered)
• Fire Extinguishers
• Severe Weather Shelters
• Fire / EMS access Road

• Security Staff
•
• Emergency Contact Event Personnel
• Assembly Area & Approximate Occupant Amounts
• Event Parking
• Barricades
• Generators
• Temporary Roadways
• Signed detour route per MUTCD

Provide any additional information the City should consider or may be relevant to a review of this application.

Organization(s) Sponsoring Event:

Name: Festival Foods - Greater Green Bay Community Foundation Inc.

Address: 310 W Walnut St. 350

City: Green Bay State WI Zip 54303-2734

Check this box if this organization is tax exempt and provide proof with this application and include a copy of your organization's WI Sales and Use Tax Exempt Certificate.

Check this box to send invoices to this organization. - please email Lynn Baron (lbaron@festfoods.com)

Name: _____

Address: _____

City: _____ State _____ Zip _____

Check this box if this organization is tax exempt and provide proof with this application and include a copy of your organization's WI Sales and Use Tax Exempt Certificate.

Check this box to send invoices to this organization.

CONTACT INFORMATION

****Primary and/or Secondary Contacts Must Be Onsite at All Times of the Event****

Primary Contact: Jessica Robey

Daytime Phone: _____ Cell #: 715-821-4553

Email: jess.robey3@gmail.com

Address 1201 19th St. S

City: La Crosse State WI Zip 54601

Secondary Contact: _____

Daytime Phone: _____ Cell #: _____

Email: _____

Address _____

City: _____ State _____ Zip _____

EMERGENCY CONTACT INFORMATION

The public will be notified of a safety and/or security issue(s) in the following manner:

- Contacting Local Police and Fire Services
- Onsite PA System
- Local Radio Station
- Word of Mouth
- Other FFTT app - push notifications + email

If a Private Security Firm has Been Contracted, List Their Information Below:

Security Provider: _____

Contact Person: _____ Phone Number: _____

Location of Provider at Event Site: _____

Location of Missing Persons Station: _____

EVENTS PERMIT FEE SCHEDULE

Permit fees shall be based upon the anticipated number of participants expected to attend the listed event, as determined by the City Clerk, and based upon the following fees. Permit fee is due when the application is submitted. Permit fee is nonrefundable if event is cancelled. If event is rescheduled for a date within 6-months, the permit fee would apply to the rescheduled date; if the event is rescheduled for a date later than 6-months of the original event date the permit fee is nonrefundable.

<u>PERMITTYPE</u>	<u>PERMIT FEE</u>
PARADES	\$0
SPECIAL EVENT	0 – 299 Participants = \$0 300 – 499 Participants* = \$250.00 500 – 999 Participants* = \$350.00 Over 1,000 Participants* = <u>\$500.00</u> Events two (2) or more days: = \$100.00**

*Attendance shall be based on the highest attendance over the last two years of the event. New events with no prior participation shall automatically fall under subsection (c) 300 to 499 people unless event organizers anticipate 1,000 or more people in attendance.

**Multi day events (e) shall be in addition to the fee based on the number of attendees.

If the Event Takes Place on City Property (Parks, City Streets, or Other City Owned Facilities) in Whole or In Part:

I have reviewed the proposed location for the event and determined suitability for our proposed use.

There are no requested changes, upgrades or safety concerns identified

OR

I am requesting the following changes or upgrades:

I understand and acknowledge that it is the event organizer's responsibility to inspect the area the event is to take place and notify the City's Inspection Department (608.781.9541) of any safety concerns.

I have reviewed and have considered the Contingency Plan information provided by the City of Onalaska along with this application.

I have reviewed and understand the City's Insurance Requirements for Special Events as described in this document.

I have enclosed the event's Public Safety Site Plan.

I have enclosed other information that we believe is necessary or helpful to describe the planned event.

SIGNATURE

I am allowed to sign this application on behalf of the event sponsor. The information contained in this application for a Special Event permit is true, correct, and complete to the best of my knowledge. If there are any changes to the Special Event, I agree that I will promptly notify the City of Onalaska of these changes and request approval of them.

Jessica Potzey
(Sign Name)

9/7/18
(Date)

Jessica Potzey
(Print Name)

Local Race Director
(Print Title with Organization)

Return Completed Applications To:

Cari Burmaster, City Clerk

415 Main Street, Onalaska, WI 54650

(W) 608.781.9530 (F) 608.781.9534 cburmaster@cityofonalaska.com



CITY OF ONALASKA
INDEMNIFICATION, HOLD HARMLESS and REIMBURSEMENT AGREEMENT
(to be returned to City Clerk with Application Packet)

Special Event Name: Festival Foods Turkey Trot

Special Event Location: Omni Center

Event Organizer(s): Jessica Robey

The Event Organizer(s) (individually and collectively referred to as "Organizer") agree that said Organizer, not the City of Onalaska ("City"), shall be solely responsible for all incidents related to the Special Event, as named above. This responsibility of the Organizer to the City includes but is not limited to actions of the Organizer, its officers, employees, agents, and volunteers, along with event vendors, contractors, subcontractors, participants and visitors.

In consideration for the City's approval of the Special Event, except to the extent such claims arise from the negligence or misconduct of the City, the Organizer of the Special Event agrees to indemnify and hold harmless the City of Onalaska and its officers, council members, agents, employees and authorized volunteers, from, for, and against and agrees to defend the same from and against, any and all suits, claims, grievances, damages, costs, expenses, judgments and/or liabilities, including costs of defense and reasonable attorney fees, and further agrees to pay any settlement entered into or on behalf of, judgment entered against, the foregoing individuals and/or entities. The Organizer shall reimburse the City for costs incurred due to extraordinary damage to City property during the Special Event held by Organizer. Extraordinary damage shall be defined as damage to a City park or other City property in excess of normal wear and tear and which required repair in excess of routine maintenance. Request for Reimbursement for Extraordinary Damage shall be provided to the Organizer in the form of a detailed written accounting of the Extraordinary Damages and their repair cost as evidenced by written receipts or estimates. The accounting shall be submitted via first class mail, return receipt requested to the address Organizer provides on the Special Events Application. The Organizer shall remit payment no later than thirty (30) days from receipt of the accounting.

The Organizer shall abide by the City's insurance requirements for the event, including the addition of the City of Onalaska, and its officers, council members, agents, employees, and authorized volunteers as additional insured's for the event.

One or more waivers by either party of any provisions, terms or conditions of this Agreement shall not be construed by either party as a waiver of a subsequent breach of the same by the other party.

In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding on the parties.

This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

This Agreement constitutes the entire Indemnification, Hold Harmless and Reimbursement Agreement between the parties and any change, amendment or modification must be made in writing and executed by both parties.

The individual(s) signing this Agreement has the authority to enter into this Agreement on behalf of the Organizer of the Special Event and have read and understand the Agreement.

EVENT ORGANIZER

9/7/18

(date)

[Handwritten Signature]

(signature)

Jessica Robey

(print name)

RD

(title)

(signature)

(print name)

(title)

CITY OF ONALASKA

(date)

Caroline Burmaster, City Clerk

Joe Chiisen, Mayor



CITY OF ONALASKA
Special Event Insurance Requirements.

(a) The applicant shall provide primary coverage insurance for the event. Any insurance or self-insurance maintained by the City of Onalaska, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. The applicant shall, no later than five (5) days prior to the start of the event, provide proof of insurance as follows:

1. General Liability Coverage. Coverage shall be occurrence coverage. Claims-made coverage is prohibited.

a. Commercial General Liability.

- (i) \$1,000,000 general aggregate – per event;
- (ii) \$1,000,000 products – completed operations aggregate;
- (iii) \$1,000,000 personal injury and advertising injury;
- (iv) \$1,000,000 each occurrence limit.

b. Insurance must include:

- (i) Premises and operations liability;
- (ii) Contractual liability, including coverage for the joint negligence of the City of Onalaska, its officers, council members, agents, employees, authorized volunteers and the named insured;
- (iii) Personal injury;
- (iv) Explosion, collapse and underground coverage;
- (v) Products and completed operations;
- (vi) The general aggregate must apply separately to the event and location.

2. Business Automobile Coverage. Such coverage is required if motor vehicles are used in relation to and before, during or after the event. This requirement does not apply to cover personal vehicles used by attendees or event personnel to arrive or depart from the event. Coverage limits shall be no less than \$250,000 each person, \$500,000 each accident for bodily injury, \$100,000 for property damage or \$500,000 combined single limit for bodily injury and property damage each accident.

3. Worker's Compensation and Employers Liability. Proof of such coverage shall be required consistent with Wis. Stats. Chap. 102 or any applicable Worker's Compensation Statutes of a different state. Coverage limits shall be no less than \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease per employee.
4. Liquor Liability. If the event holder sells alcoholic beverages, liquor liability insurance with coverage limits of no less than \$500,000 each occurrence and \$500,000 aggregate.
5. Fireworks Liability. If the event includes a firework display, then the event holder shall carry an additional \$1,000,000 in coverage.

- (b) All insurance shall be in full force prior to commencing the event and remain in force throughout the entire event, including the cleanup period after the event.
- (c) The City of Onalaska, and its officers, council members, agents, employees, and authorized volunteers shall be additional insureds on general liability, business automobile and liquor liability policies. The additional insured policy endorsement must accompany the certificate of insurance.
- (d) All policies shall require 30 day written notice to the City of Onalaska of cancellation, non-renewal or material change in the insurance coverage.
- (e) Insurance must be provided by an insurances carrier with the "Best" rating of "A-VII" or better. All carriers shall be admitted carriers in the State of Wisconsin.
- (f) All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City of Onalaska.

FOR OFFICE USE ONLY

City Clerk	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: <u>need payment - pd. \$500 ✓</u>	Date: <u>9-7-18</u>
Fire Dept	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: <u>9-14-18</u>
Police Dept	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: <u>Arranging Traffic Control w/SGT. BEALL</u>	Date: <u>9-7-18</u>
Public Works	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: <u>work w/ P.W. STAFF FOR BARRICADES</u>	Date: <u>9-12-18</u>
Planning	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: <u>prior advertisement reg's and Comm. Event Temp's 11h Permit.</u>	Date: <u>9/2/18</u>
Parks & Rec	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: <u>9/20/18</u>
Site Diagram Sketch Attached:	<input type="checkbox"/> YES	<input type="checkbox"/> NO		Date: _____

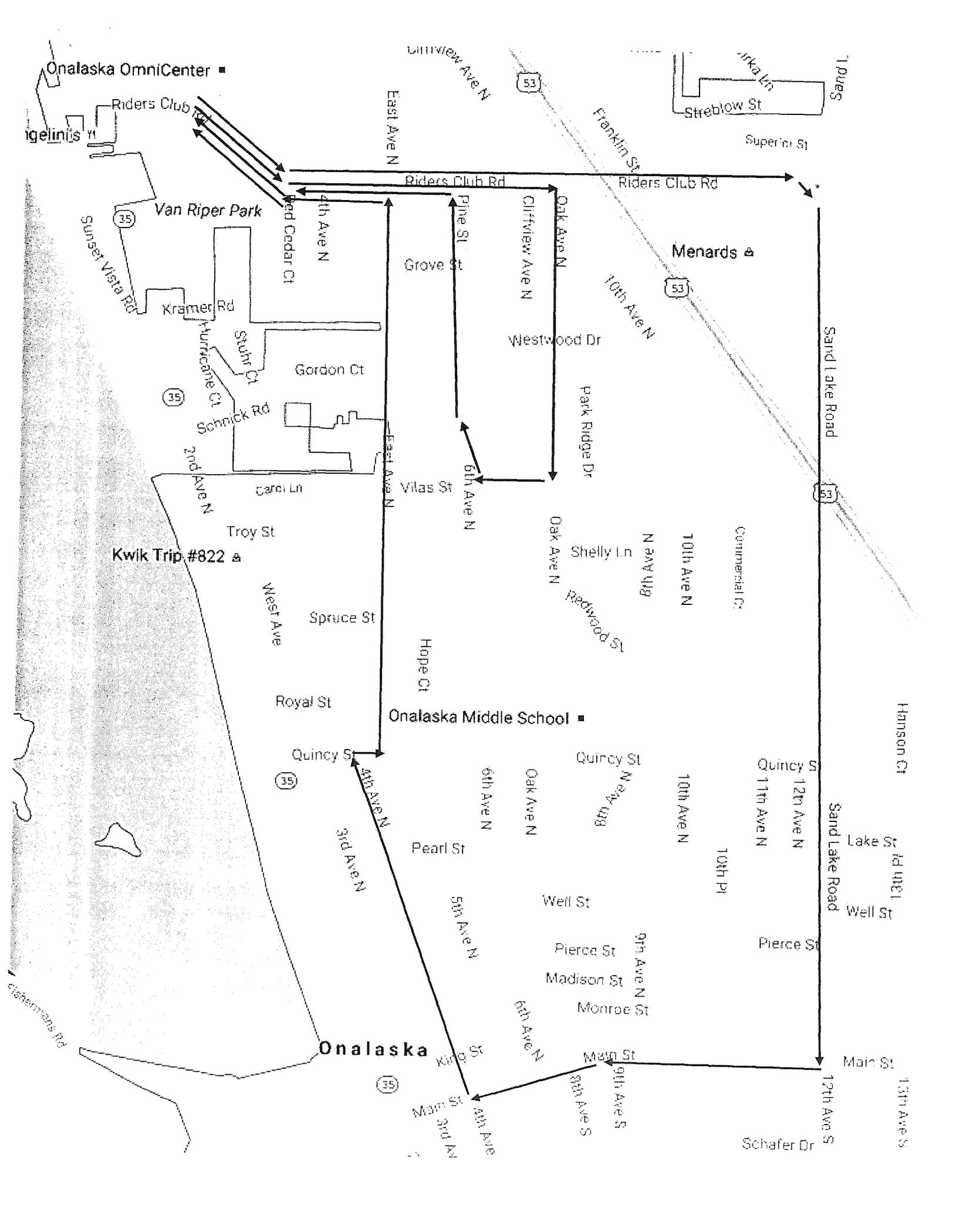
GIS Dept. Map Prepared: ____/____/____

Insurance Required: YES NO Certificate of Insurance on File: YES NO COI Expires: 12/31/18

Special Class B License Required: YES NO Date of Special Class B Application: ____/____/____

Approved By A&J: ____/____/____ Date License Issued: ____/____/____

License No: _____



Onalaska OmniCenter

Riders Club

Van Riper Park

Onalaska Middle School

Menards

Kwik Trip #822

Onalaska

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Onalaska OmniCenter

Riders Club

Van Riper Park

Onalaska Middle School

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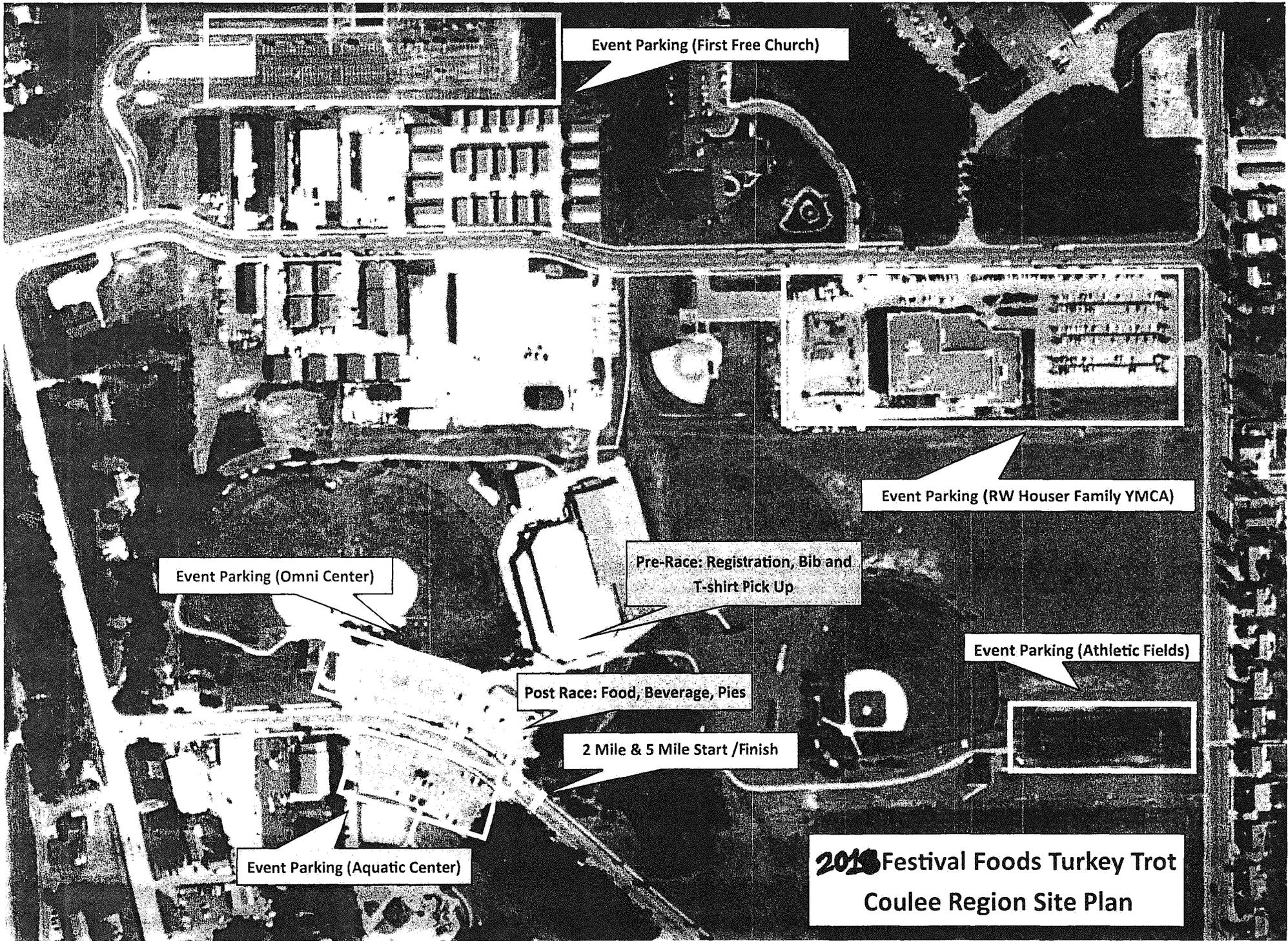
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Onalaska OmniCenter

Riders Club

Van Riper Park

Onalaska Middle School



Event Parking (First Free Church)

Event Parking (Omni Center)

Pre-Race: Registration, Bib and T-shirt Pick Up

Event Parking (RW Houser Family YMCA)

Post Race: Food, Beverage, Pies

Event Parking (Athletic Fields)

2 Mile & 5 Mile Start /Finish

Event Parking (Aquatic Center)

2018 Festival Foods Turkey Trot
Coulee Region Site Plan



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER STAR Insurance - Fort Wayne Office 2130 East Dupont Road Fort Wayne IN 46825	CONTACT NAME: Margaret Mayers PHONE (A/C, No, Ext): (260)467-5689 E-MAIL ADDRESS: margaret.mayers@starfinancial.com	FAX (A/C, No): (260)467-5691
	INSURER(S) AFFORDING COVERAGE	
INSURED Road Runners Club of America Registered Race Directors 1501 Lee Highway, Suite 140 Arlington VA 22209	INSURER A: National Casualty Group	NAIC # 11991
	INSURER B: Nationwide Life Insurance Co.	NAIC # 66869
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 2018 \$2M RD A.I. **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		KR00000007171200	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ Unlimited PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 500,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		KR00000007171200	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 deductible/Claim)		SPX0000028554600	12/31/2017	12/31/2018	Excess Medical \$10,000 AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Onalaska and its officers, council members, agents, employees and authorized volunteers are NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED.
DATE OF EVENT(S): 11/22/18 Festival Foods Turkey Trot in Coulee Region **INSURED RRCA REGISTERED RACE DIRECTOR:** SRSE, LLC, Att'n: John Mory, 1971 Prescot Place I, De Pere, WI 54115

CERTIFICATE HOLDER 11/22/18 City of Onalaska 415 Main Street Onalaska, WI 54650	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Terry Diller/MMA <i>Terry R. Diller, CPCU</i>
---	---

ORDINANCE NO. 1620-18**AN ORDINANCE TO ANNEX LAND LOCATED IN THE SOUTHEAST ¼ OF THE
SOUTHEAST ¼ IN SECTION 2, TOWNSHIP 16 NORTH, RANGE 7 WEST
FROM THE TOWN OF MEDARY TO THE CITY OF ONALASKA**

THE COMMON COUNCIL OF THE CITY OF ONALASKA DOES HEREBY ORDAIN AS
FOLLOWS:

SECTION I. Proper petition for direct annexation by unanimous approval, signed by all the owners of all real property in such territory and all of the electors residing in such territory, having been presented to the Common Council of the City of Onalaska, requesting the annexation of the territory described in Exhibit A which is attached hereto and incorporated herein to the City of Onalaska, Wisconsin from the Town of Medary, La Crosse County, Wisconsin. The population of the area annexed is zero (0).

IT IS HEREBY ORDAINED that the above-described property and the same is hereby annexed to the City of Onalaska, Wisconsin, and it is further ordained that the corporate limits of the City of Onalaska are hereby amended to include the above-described property within the corporate limits of the City of Onalaska, Wisconsin.

SECTION II. Sec. 2-1-3(b) of the Code of Ordinances of the City of Onalaska entitled "Ward and Aldermanic District Boundaries" is hereby amended to include the above-described property within the boundaries of the Third Aldermanic District.

SECTION III. The property is hereby zoned Multi-Family Residential (R-4) and all of the provisions of the Code of Ordinances of the City of Onalaska governing said zoning classification shall apply hereto.

SECTION IV. This Ordinance shall take effect and be in force from and after its passage.

10/03/2018 3:20 PM

L I C E N S E M A S T E R R E P O R T

LICENSES: ALL

SORTED BY: LICENSE NUMBER

EFFECTIVE

LICENSE CODES: Include: RECBURN-E

EXPIRATIC

CLASSES: All

COMMENT:

STATUS: ACTIVE

PAY STATU

CITY LIMITS: INSIDE, OUTSIDE

ID	CODE	NAME/ PROPERTY ADDRESS	STATUS	CLASS/ REPORT	ORIG/ RENEW	TERM/ PRINTED
05365	RECBURN-E	FRASE 117 8TH AVE N	KENDRA ACTIVE	REC BURN REC BURN	9/13/2018	9/19/2018
05371	RECBURN-E	WALLACE 1009 EAST AVE	ROBERT ACTIVE	REC BURN REC BURN	9/18/2018	9/24/2018
05377	RECBURN-E	GRIMSLID 907 VALLEY CT	NICKLA ACTIVE	REC BURN REC BURN	9/24/2018	10/02/2018
05380	RECBURN-E	LOCY 619 8TH AVE N	ALBERT ACTIVE	REC BURN REC BURN	9/27/2018	

REPORT TOTALS: 4 LICENSES

Dated this _____ day of _____, 2018.

CITY OF ONALASKA

By: _____
Joe Chilsen, Mayor

By: _____
Caroline Burmaster, Clerk

PASSED:
APPROVED:
PUBLISHED:

EXHIBIT A

Part of Lot 1, Certified Survey Map, Volume 15, Page 91, Document Number 1598907, located in the SE ¼ of the SE ¼, Section 2, T16N-R7W, Town of Medary, La Crosse County, Wisconsin described as follows:

Commencing at the southeast corner of Section 2, thence, along the South line of the SE 1/4, S 87°09'12" W 783.30 feet to the East line of Lot 1, Certified Survey Map, Volume 15, Page 91, Document Number 1598907 and the point of beginning of this description:

thence, continuing along said South line, S 87°09'12" W
172.36 feet to the North line of said Lot 1;
thence, along said North line, N 73°32'09" E 74.66 feet;
thence, continuing along said North line, N 73°23'27" E 29.58 feet;
thence, continuing along said North line, S 15°50'12" E 25.06 feet;
thence, continuing along said North line, N 73°53'06" E 66.74 feet to the
northeast corner of said Lot 1;
thence S 04°35'58" E 15.52 feet to the point of beginning of this description.

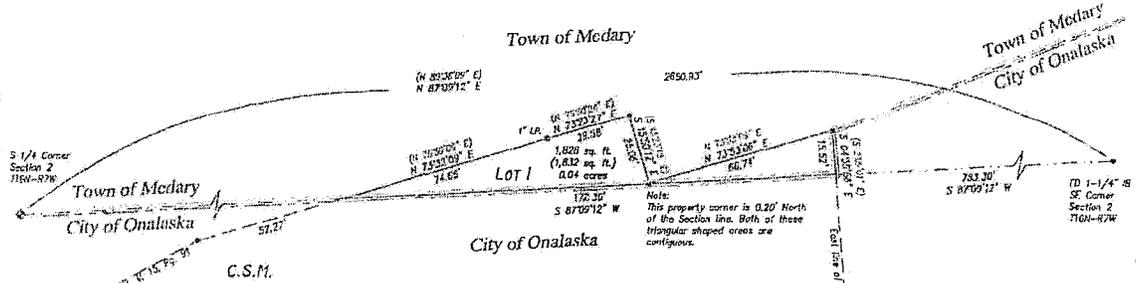
Subject to any easements, covenants and restrictions of record.

14 136



SE - SE
Section 2
T16N-R7W

- LEGEND
- = Found 3/4" Iron Bar (unless stated otherwise)
 - {} = Secured dimensions
 - ⊙ = Found County marker
 - = Boundary of this survey
 - - - = City of Onalaska
 - - - = Town of Medary



Legal Description for Annexation

Part of Lot 1, Certified Survey Map, Volume 15, Page 91, Document Number 1598907, located in the SE 1/4 of the SE 1/4, Section 2, T16N-R7W, Town of Medary, La Crosse County, Wisconsin described as follows:

Commencing at the southeast corner of Section 2, thence, along the South line of the SE 1/4, S 87°58'12" N 783.30 feet to the east line of Lot 1, Certified Survey Map, Volume 15, Page 91, Document Number 1598907 and the point of beginning of this description:

thence, continuing along said South line, S 87°58'12" N 172.20 feet to the North line of said Lot 1;

thence, along said North line, N 72°32'00" E 74.66 feet;

thence, continuing along said North line, N 72°32'27" E 28.58 feet;

thence, continuing along said North line, S 15°50'12" E 25.06 feet;

thence, continuing along said North line, N 73°33'06" E 66.74 feet to the northeast corner of said Lot 1;

thence S 64°55'50" E 15.52 feet to the point of beginning of this description.

Subject to any easements, covenants and restrictions of record.

D.N. 1598907

SURVEYOR'S CERTIFICATE

I, Christopher W. Fechner, Professional Land Surveyor, hereby certify that the survey shown and represented herein is accurate and true to the best of my knowledge and belief and that there are no visible encroachments other than those shown.

Christopher W. Fechner PLS 2449



Blasius Block: The La Crosse County Composite System. Reference to the [MCS] 140 23 (2011) Adjustment.

C.R. Coulee Region
Land Surveyors
L.S.

917 SOUTH 4TH STREET - P.O. BOX 1954
LA CROSSE, WISCONSIN 54601
PHONE (608) 784-1614 FAX (608) 784-1408
www.couleeregionlandsurveyors.com

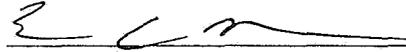
Survey for Roush Rentals c/o Nick Roush

OWNER	DATE	CF TS	7/23/2018
PREPARED BY	DATE	SCALE	1" = 30'
SHEET 1	OF 1	PROJECT NO.	S-7417A
		TOWN	RC

FISCAL IMPACT OF ORDINANCE 1620 – 2018

Please route in this order

Eric Rindfleisch, Administrator
(let Caitlin review all annexation ordinances)

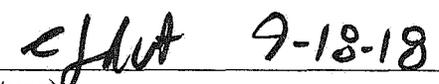

(signature)

No Fiscal Impact

Budgeted Item

Will need \$ _____ for _____ to meet the requirements of this ordinance.

Jarrold Holter, City Engineer

 9-18-18
(signature)

No Fiscal Impact

Budgeted Item

Will need \$ _____ for _____ to meet the requirements of this ordinance.

Troy Miller, Chief of Police


(signature)

No Fiscal Impact

Budgeted Item

Will need \$ _____ for _____ to meet the requirements of this ordinance.

* POTENTIAL FOR INCREASE IN POLICE SERVICES.
UNABLE TO FORECAST AT THIS TIME.

Fred Buehler, Financial Services Director

 9-19-18
(signature)

No Fiscal Impact

Budgeted Item

Will need \$ _____ for _____ to meet the requirements of this ordinance.



September 25th, 2018

Dear Onalaska Administrative & Judiciary Committee ,

I'm writing you today to request that the reading of the rules be suspended for the multi-family development project at 9522 East 16 Frontage Rd for the annexation of the property currently in the Town of Medary. Our project is on a critical timeline and this action will help facilitate timely development of the project.

I'm requesting the 1st, 2nd, 3rd and Final readings all occur on October 3rd, 2018 for the Administrative and Judiciary Meeting and subsequently that the same occur at the October 9th, 2018 Common Council meeting.

I thank you so much for your consideration and look forward to creating a wonderful new housing asset and opportunity in the City of Onalaska.

Most Sincerely,

Nick Roush

President
Roush Rentals
707 La Crosse St. Ste 102
La Crosse, WI 54601

ORDINANCE NO. 1621-2018

AN ORDINANCE TO AMEND CHAPTER 4 OF TITLE 7 OF THE CODE OF ORDINANCES OF THE CITY OF ONALASKA RELATING TO DIRECT SELLERS

THE COMMON COUNCIL OF THE CITY OF ONALASKA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I. Chapter 4 of Title 7 of the City of Onalaska Code of Ordinances related to Direct Sellers is hereby deleted in its entirety and replaced as follows:

Chapter 4

Direct Sellers

- 7-4-1 Direct Sales License Required
- 7-4-2 Definitions
- 7-4-3 Exemptions
- 7-4-4 License
- 7-4-5 Investigation
- 7-4-6 Appeal
- 7-4-7 Regulation of Direct Sellers
- 7-4-8 Records
- 7-4-9 Suspension, Revocation and Nonrenewal of License

Sec. 7-4-1 Direct Sales License Required.

It shall be unlawful for any direct seller to engage in direct sales within the City of Onalaska without being a license for that purpose as provided herein. A licensee shall be responsible for the acts and omissions of any employee, agent, or independent contractor or other individual. This license is specific to a person, not a company, so each individual engaging in solicitations must acquire a direct seller license.

Sec. 7-4-2 Definitions.

In this Chapter the following definitions shall be applicable:

- (a) **Direct Seller.** Any person who sells goods, or takes sales orders for the later delivery of goods, at any location other than the permanent business place or residence of said person and shall include, but not be limited to, peddlers, solicitors and transient merchants. The sale of goods includes donations required by the direct seller for the retention of goods by a donor or prospective customer.

- (b) **Permanent Merchant.** A direct seller who, for at least one (1) year prior to the consideration of the application of this Chapter to said merchant:
 - (1) Has continuously maintained a permanent retail location in this City and maintained consistent business hours open to the public.
- (c) **Goods.** Shall include personal property of any kind and shall include goods provided incidental to services offered or sold.
- (d) **Charitable Organization.** Shall include any benevolent, philanthropic, patriotic or eleemosynary person, partnership, association or corporation, or one purporting to be such, but shall not include religious organizations.
- (e) **Clerk.** The City of Onalaska City Clerk.
- (f) **Person.** All humans of any age or sex, partnerships, corporations, associations, groups, organizations and any other description of a collection of human beings working in concert or for the same purpose or objective.
- (g) **Special Event.** An athletic event, ceremony, demonstration, exhibition, march, pageant, parade, procession, show or other similar display which interferes with the normal flow or regulation of traffic upon the streets, sidewalks or rights-of-way, or the normal use of parks or other public grounds and for which a special event permit has been issued for.

Sec. 7-4-3 Exemptions.

The following shall be exempt from all provisions of this Chapter:

- (a) The delivery of goods to regular customers on established routes. This exemption shall not apply to direct sales on sidewalks.
- (b) The sale of goods at wholesale to dealers in such goods.
- (c) The sale of agricultural products which such person has grown.
- (d) A home visit requested by the buyer.
- (e) A sale required by statute or by order of any court.
- (f) A bona fide auction sale pursuant to law.
- (g) Direct sales conducted by a charitable organization or an agent thereof.
- (h) Direct sales conducted by a permanent merchant or an agent thereof. Any person who claims to be a permanent merchant, but against whom complaint has been made to the City Clerk that such person is a transient merchant, shall be exempt provided that there is submitted to the City Clerk proof that such person has leased for at least one (1) year, or purchased, the premises from which they are conducting business, or proof that such person has been a permanent merchant in this City for at least one (1) year prior to the date complaint was made.

Sec. 7-4-4 License.

- (a) **License Information.** Applicants for license must complete and return to the City Clerk an application form furnished by the City Clerk which shall require the following information:
 - (1) Name, permanent address and telephone number, and temporary address, if any;
 - (2) Height, weight, color of hair and eyes, and date of birth;
 - (3) Name, address and telephone number of the person, firm, association or corporation that the direct seller represents or is employed by, or whose merchandise is being sold;

- (4) Temporary address and telephone number from which business will be conducted, if any;
 - (5) Nature of business to be conducted and a brief description of the goods offered and any services offered;
 - (6) Proof that the applicant holds a current state seller's permit, which include a state sales tax number.
 - (7) Photograph of Applicant. Each applicant for a license shall file with the application one recent photograph suitable to the City Clerk for inclusion on the applicant's official permit, of the size and shape of a passport photo.
 - (8) Proposed method of delivery of goods, if applicable;
 - (9) Make, model and license number of any vehicle to be used by applicant in the conduct of his business;
 - (10) Last cities, villages, town, not to exceed three (3), where applicant conducted similar business just prior to making this registration.
 - (11) Place where applicant can be contacted for at least seven (7) days after leaving this City;
 - (12) Statement as to whether applicant has been convicted of any crime or ordinance violation related to applicant's transient merchant business within the last five (5) years, the nature of the offence and the place of conviction.
- (b) **Identification; Licenses.** Applicants shall present to the City Clerk for examination:
- (1) A current driver's license or valid form of government issued identification bearing the applicant's photograph;
 - (2) A state certificate of examination and approval from the sealer of weights and measures where applicant's business requires use of weighing and measuring devices approved by state authorities;
 - (3) A state health officer's certificate where applicant's business involves the handling of food or clothing and is required to be certified under state law; such certificate to state that applicant is apparently free from any contagious or infectious disease, dated not more than ninety (90) days prior to the date the application for license is made.
- (c) **License Fee and Miscellaneous.**
- (1) At the time the application is submitted, a fee shall be paid to the City Clerk to cover the cost of processing and issuing said license. Every person who shall be engaged in direct sales must file a separate application form. The fee for a direct seller's, solicitor's or canvasser's license shall be as set forth on the City of Onalaska Fee Schedule. All license fees will be reviewed annually. All persons within a group must comply with the other provisions of this Chapter. A license granted hereunder shall be valid for a period of (90) days from the date of issuance.
 - (2) The applicant shall sign a statement appointing the City Clerk his or her agent to accept service of process in any civil action brought against the applicant arising out of any sale or service performed by the applicant in connection with the direct sales activities of the applicant, in the event the applicant cannot, after reasonable effort, be served personally.
 - (3) Upon payment of said fee and the signing of said statement, the City Clerk shall issue a license to the applicant as a direct seller and the date of entry. The license shall be valid for a period of ninety (90) days from the date of entry, subject to subsequent refusal as provided in Sec. 7-4-5(b) below.

Sec. 7-4-5 Investigation.

- (a) Upon receipt of each application, the City Clerk may refer it immediately to the Chief of Police or their designee who may make and complete an investigation of the statements made in such registration. If the police department determines that any portion of the application is false or that the applicant has been convicted of a violation of an ordinance or law which substantially relates to the activity described in the application or the applicant has pending charges and such charges substantially relates to the activity described in the application, the application may be denied by the police department in conference with the City Clerk.
- (b) If the police department approves the application, and there have been no complaints of material nature that have been received against the applicant by authorities in the last two (2) years by any cities, villages and towns, in which applicant conducted similar business and applicant has met all of the requirements of this Title7, Chapter 4 the City Clerk may grant the permit without further review.

Sec. 7-4-6 Appeal.

Any person denied a license may appeal the denial through the appeal procedure provided by ordinance or resolution of the Common Council or, if none has been adopted, under the provisions of Secs. 68.07 through 68.16, Wis. Stats. An applicant whose permit has been denied by the police department or whose appeal has been denied by the common council may not apply for a permit for a period of one year from the date of the original application.

Sec. 7-4-7 Regulation of Direct Sellers.

- (a) **Prohibited Practices.**
 - (1) Direct Sellers are hereby prohibited from:
 - a. Calling at any dwelling or other place between the hours of 7:00 p.m. and 9:00 a.m. except by appointment;
 - b. Calling at any dwelling or other place where a sign is displayed bearing the words "No Peddlers," "No Solicitors" or words of similar meaning;
 - c. Calling at the rear door of any dwelling place; or
 - d. Remaining on any premises after being asked to leave by the owner, occupant or other person having authority over such premises.
 - (2) A direct seller shall not misrepresent or make false, deceptive or misleading statements concerning the quality, quantity or character of any goods offered for sale, the purpose of his visit, his identity or the identity of the organization he represents. A charitable organization direct seller shall specifically disclose what portion of the sale price of goods being offered will actually be used for the charitable purpose for which the organization is soliciting. Said portion shall be expressed as a percentage of the sale price of the goods.
 - (3) No direct seller shall impede the free use of sidewalks and streets by pedestrians or vehicles. Where sales are made from vehicles, all traffic and parking regulations shall be observed. No direct seller shall be upon any street used as a parade route between the time of one-half (1/2) hour immediately preceding the commencement of any scheduled parade until after the conclusion of any scheduled parade.

- (4) No direct seller shall make any loud noises or use any sound amplifying device to attract customers if the noise produced is capable of being plainly heard outside a one hundred (100) foot radius of the source.
 - (5) No direct seller shall allow rubbish or litter to accumulate in or around the area in which such direct seller is conducting business.
 - (6) Sales of any type of device that expels a projectile, including but not limited to, silly string, marshmallows, or other type of projectile are prohibited.
 - (7) No direct seller shall engage in direct sales at a special event without permission of the organization holding the special event permit, or if no permit is needed, the organization sponsoring the special event.
- (b) **Disclosure Requirements.**
- (1) After the initial greeting and before any other statement is made to a prospective customer, a direct seller shall expressly disclose the seller's name, the name of the company or organization with which they are affiliated, if any, and the identity of the goods or services they offer for sale. The direct seller shall also carry their direct seller license on their person at all times when engaged in selling and display the same to a prospective customer upon request.
 - (2) If any sale of goods is made by a direct seller or any sales order for the later delivery of goods is taken by the seller, the buyer shall have the right to cancel said transaction if it involves the extension of credit or is a cash transaction of more than Twenty-five Dollars (\$25.00), in accordance with the procedure as set forth in Sec. 423.203, Wis. Stats.; the seller shall give the buyer two (2) copies of a typed or printed notice of that fact. Such notice shall conform to the requirements of Sections 423.203(1)(a)(b) and (c), (2) and (3), Wis. Stats.
 - (3) If the direct seller takes a sales order for the later delivery of goods, the direct seller shall, at the time the order is taken, provide the buyer with a written statement containing the terms of the agreement, the amount paid in advance, whether full, partial or no advance payment is made, the name, address and telephone number of the seller, the delivery or performance date and whether a guarantee or warranty is provided and, if so, the terms thereof.

Sec. 7-4-8 Records.

The Chief of Police or their designee shall report to the City Clerk all convictions for violation of this Chapter and the City Clerk shall note any such violation on the record of the registrant convicted.

Sec. 7-4-9 Suspension, Revocation and Nonrenewal of License.

- (a) Licenses may be suspended, revoked or nonrenewed for a violation of any provision of this chapter or a violation of a statute, ordinance or regulation substantially related to the permitted activity. A hearing for the suspension, revocation or nonrenewal of a license shall be conducted before the Common Council.
- (b) Written notice of the hearing shall be served personally on the licensee at least seventy-two (72) hours prior to the time set for the hearing; such notice shall contain the time and place of hearing and a statement of the acts upon which the hearing will be based.

(c) Appeal from a decision of the Common Council shall be to the circuit court for La Crosse county.

SECTION II. This Ordinance shall take effect and be in force from and after its passage and prior to publication although it will be published in due course.

Dated this _____ day of _____, 2018.

CITY OF ONALASKA

By: _____
Joe Chilsen, Mayor

By: _____
Caroline Burmaster, Clerk

PASSED:
APPROVED:
PUBLISHED:

FISCAL IMPACT OF ORDINANCE 1621 – 2018

Please route in this order

Eric Rindfleisch, Administrator
(let Caitlin review all annexation ordinances)


(signature)

No Fiscal Impact

Budgeted Item

Will need \$ _____ for _____ to meet the requirements of this ordinance.

Jarrold Holter, City Engineer

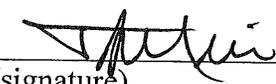
 9-24-18
(signature)

No Fiscal Impact

Budgeted Item

Will need \$ _____ for _____ to meet the requirements of this ordinance.

Troy Miller, Chief of Police

 9-25-18
(signature)

No Fiscal Impact

Budgeted Item

Will need \$ _____ for _____ to meet the requirements of this ordinance.

Fred Buehler, Financial Services Director

 10-1-18
(signature)

No Fiscal Impact

Budgeted Item

Will need \$ _____ for _____ to meet the requirements of this ordinance.