

# CITY OF ONALASKA MEETING NOTICE

**AMENDED**

**COMMITTEE/BOARD:** Common Council  
**DATE OF MEETING:** November 13, 2018 (Tuesday)  
**PLACE OF MEETING:** City Hall – 415 Main St. (Common Council Chambers)  
**\* TIME OF MEETING:** 7:00 P.M.

**\* If on November 12<sup>th</sup> the Special Common Council meeting recessed then the meeting of the Common Council on November 13<sup>th</sup> will begin at 6:00 pm instead of 7:00 pm to complete the budget process**

## PURPOSE OF MEETING

1. Call to Order and roll call
2. Pledge of Allegiance
3. Rules of the City of Onalaska Common Council and its Sub Committees – Harassment Free Forum
4. **PUBLIC INPUT: (limited to 3 minutes/individual)**
5. **REPORT FROM THE MAYOR:**
  - A. Library Statistics
  - B. Introduction of Full Time City of Onalaska Firefighters Mitch Schulte and Jordan Hensler
  - C. Swearing in and recognition of probation completion by Austin Manglitz as a Part-Time City of Onalaska Firefighter/EMT

## RECOMMENDATIONS FOR APPROVAL AND/OR POSSIBLE ACTION FROM THE FOLLOWING COMMITTEES/COMMISSIONS/BOARDS:

All items listed under the consent agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a council member requests removal, in which event the item will be removed from the consent agenda and considered in the order of business in the non-consent agenda.

## 6. **Consent Agenda**

- A. Approval of minutes from the previous meeting(s)

### FINANCE COMMITTEE

- B. Authorization to approve 2019 Capital Projects Timeline and Methodology for borrowing
- C. Accept 2018 Omni Center Financials
- D. Accept 2018 General Fund Financials
- E. Accept Gundersen Health System Parking Ramp Financials for 3rd Quarter 2018

### NOTICES MAILED TO:

*Mayor Joe Chilsen	Phillip Branson/Don Weber
*Ald. Jim Binash	Jacob Burch/JD Manske
*Ald. Jim Olson	
*Ald. Jerry Every	Travis Pernsteiner
*Ald Ron Gjertsen	Rev. Scott Skogen
*Ald. Diane Wulf	
*Ald. Kim Smith	
City Attorney    City Administrator	
Dept Heads      La Crosse Tribune	
Coulee Courier    FOX	
WKTY WLXR    WLAX WKBT WXOW	Onalaska Public Library      Onalaska Omni Center

\*Committee Members

Date Mailed & Posted: 11-9-18

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.

- F. Authorization to approve a non-budgeted fire department expenditure in the Equipment Replacement Fund using fund balance for tire replacement on vehicle #R-1 not to exceed \$1,700
- G. Authorization to approve a non-budgeted City department expenditure in the Equipment Replacement Fund using fund balance for postage machine not to exceed \$4,500

**JUDICIARY COMMITTEE**

- H. Approval of **Ordinance 1621-2018** to amend Chapter 4 of Title 7 of the Code of Ordinances of the City of Onalaska relating to Direct Sellers (Third and Final Reading)

**ADMINISTRATIVE COMMITTEE**

- I. Approval of Operator’s Licenses as listed on report dated November 7, 2018
- J. Approval of Special Events Permits for:
  - 1. La Crosse Area Family YMCA Winter Walk Run Series on 12/15/18, 1/12/19 and 2/9/19 starting at 400 Mason Street, Onalaska.
  - 2. Sunrise Service at Dash Park 200 Main Street, Onalaska on Sunday, April 21, 2019 starting at 6am
- K. Approval of Second Hand Dealer License for 2019 licensing year:
  - 3. Gasoline Alley Toys LLC, 110 3<sup>rd</sup> Avenue South, Onalaska
  - 4. ecoATM, LLC, 3107 Market Place, Onalaska
  - 5. Pawn America, 1235 Crossing Meadows Drive, Onalaska
- L. Approval of Wisconsin Municipal and Related Records Retention Schedule

**BOARD OF PUBLIC WORKS**

- M. Authorization of 2019 Capital Improvement Budget and establish public hearing date on December 4, 2018 at the 6:30 PM Board of Public Works meeting
- N. Approval of professional services for Irvin Street design by Hoisngton Koegler Group, Inc. not to exceed \$3,460
- O. Approval of and placement on file of snow and ice control policy
- P. Approval of \$2,000 fee for replacement of trees in right of way at 733 Stonebridge Avenue
- Q. Approval of 2018 Final Special Assessment Costs for curb and gutter

**PLAN COMMISSION**

- R. Conditional Use Permit application filed by Phillip Branson of Morrie’s Automotive Group, 12520 Wayzata Boulevard, Minnetonka, MN 55305 on behalf of Don Weber, Weber Holdings, LLC, 328 Front Street South, La Crosse, WI 54601 to allow the construction of an automotive dealership/vehicle sales/repairs facility at 331 Theater Road, Onalaska, WI 54650 (Tax Parcel #18-3568-36) (FIO)
- S. Approval of an annexation application of Tax Parcel #9-13-5 and Crestwood Lane Right-of-Way (26.17 acres), and a portion of Tax Parcel #9-23-0 (.12 acres (5,382 SF) (total 26.29 acres) filed by Jacob Burch, Logistics Development Group LLC, 2102 State Road 16, La Crosse, WI 54601 and on behalf of J D Manske Family Land Holdings LLC, 4833 Sheboygan Avenue #320, Madison, WI 54705

**UTILITIES COMMITTEE**

- T. Accept Shared Ride Transit Financials
- U. Accept MTU Financials

**Non-Consent Agenda**

7. **RECAP ITEMS PULLED FROM THE CONSENT AGENDA**

8. **FINANCE COMMITTEE**

- A. Vouchers
- B. **Resolution 26-2018** – Authorizing Participation in the Wisconsin Economic Development Corporation’s (WEDC) Community Development Investment Grant Program
- C. Development Agreement between the City of Onalaska and Three Sixty Real Estate Solutions, LLC
- D. **Resolution 27-2018** – Providing for Sale of \$4,650,000 Note Anticipation Notes

9. **PERSONNEL COMMITTEE**

- A. Review and consideration of changes to the Lab Technician job description
- B. Approval of **Resolution 25-2018** to Approve Integration of Lexipol Policies into City of Onalaska Policies for Law Enforcement
- C. Authorization to replace:
  - 1. Police Officer
  - 2. Lab Technician



10. **BOARD OF PUBLIC WORKS**

- A. Authorization to Approve non-budgeted Supervisory Control and Data Acquisition (SCADA) software upgrade in the amount of \$6,280

11. **UTILITIES COMMITTEE**

- A. Options regarding sewer rates

12. **CITY ADMINISTRATOR**

- A. **Resolution 28-2018** – Preliminary Resolution To Vacate and Discontinue Portions of Green Street and Hickory Street Between 1<sup>st</sup> Avenue South and South Court Street, City of Onalaska, La Crosse County, WI

13. **REPORT FROM CITY CLERK**

- A. Recap of 2018 General Election

14. **CLOSED SESSION**

To consider a motion to convene in Closed Session under Section 19.85 (1)(g) of the Wisconsin Statutes for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved:

- Fire Contract

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

**Adjournment**

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

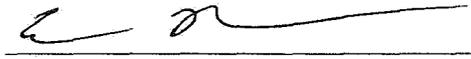
By: \_\_\_\_\_  
Caroline Burmaster, Clerk

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.

#6-I

ID	PERIOD	-----NAME-----		LICENSE CODE
00338	10/03/18- 6/30/20	LENTZ	KALIANNE	OPRATOR OPERATORS - 2 YEAR
05397	10/05/18- 6/30/20	HOLWEGER	ALISON	OPRATOR OPERATORS - 2 YEAR
05412	10/15/18- 6/30/20	LARSEN	NICOLETTE	OPRATOR OPERATORS - 2 YEAR
05421	10/24/18- 6/30/20	PUCHALSKI	SETH	OPRATOR OPERATORS - 2 YEAR
05422	10/26/18- 6/30/20	PIENTOK	JEWEL	OPRATOR OPERATORS - 2 YEAR
05423	10/29/18- 6/30/20	SHAFER	FLETCHER	OPRATOR OPERATORS - 2 YEAR
05425	10/31/18- 6/30/20	MARSH	NICHOLAS	OPRATOR OPERATORS - 2 YEAR
05429	11/01/18- 6/30/19	HAWLEY	ALEX	OPRATOR OPERATORS - 1 YEAR

November 13, 2018

To: Finance and Personnel Committee  
FROM: Finance Department  
SUBJ: Payables and Approval

The following is a list of monies expended since the last Common Council meeting dated October 09, 2018

The total is: \$5,886,318.64

10/10/2018 AP Packet 927 - City Payroll 10/12/18	\$148,889.35
AP Packet 927 - City Payroll Drafts	\$95,770.26
AP Packet 925 - City Payroll Drafts	\$508.35
AP Packet 2283 - Deferred Payables	\$12,598.09
10/15/2018 AP Packet 2290 - October 2018	\$1,911.25
AP Packet 2287 - October 2018	\$3,537.52
10/19/2018 AP Draft - Associated Bank	\$3,451,933.87
10/22/2018 AP Draft - VOID	-\$415.00
AP Packet 2296 - October 2018	\$415.00
10/25/2018 AP Packet 2301 - October 2018	\$254,545.77
10/26/2018 AP Packet 934 - City Payroll 10/26/18	\$156,849.06
AP Packet 934 - City Payroll Drafts	\$95,399.47
AP Packet 2299 - Deferred Payables	\$45,855.23
10/30/2018 AP Packet 2304 - Packet 2304	\$74.40
10/31/2018 AP Packet 2305 - Packet 2305	\$52,877.65
11/7/2018 AP Packet 946 - City Payroll 11/09/18	\$151,862.16
AP Packet 940 - Fire Payroll 11/09/18	\$3,468.21
AP Packet 946 - City Payroll Drafts	\$95,297.29
AP Packet 940 - Fire Payroll Drafts	\$605.28
AP Packet 2313 - Deferred Payables	\$12,696.71
11/12/2018 AP Packet - VOID	-\$1,150.00
11/14/2018 AP Packet - November 2018 (includes ACH)	\$1,302,788.72
<b>Total</b>	<u><u>\$5,886,318.64</u></u>

Finance Committee Signatures  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RESOLUTION NO. 26-2018

A RESOLUTION AUTHORIZING PARTICIPATION IN THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION'S COMMUNITY DEVELOPMENT INVESTMENT GRANT PROGRAM

WHEREAS, the Wisconsin Economic Development Corporation (WEDC) has grant funding available through the Community Development Investment Grant Program for projects supporting local initiatives that are downtown community-driven with a regional emphasis; and

WHEREAS, local municipalities are an eligible applicant and can apply for said grant funds; and it is necessary for the Onalaska Common Council to approve the filing of an application for Three Sixty Real Estate Solutions, LLC to receive funds from this program; and

WHEREAS, Three Sixty Real Estate Solutions, LLC shall enter into a Development Agreement with the City of Onalaska with respect to the distribution of grant funds and costs associated with the application thereof; and

WHEREAS, after due consideration, the Onalaska Common Council has recommended that an application be submitted to the WEDC Community Development Investment Grant Program for grant funding for a proposed mixed-use development (commercial and multi-family residential) at Court Street South, 200 Court Street South, 300 Court Street South, and 400 Court Street South in the City of Onalaska, Wisconsin to offset gap financing constraints;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Onalaska that the proper City officials are hereby authorized to enter into a Development Agreement with Three Sixty Real Estate Solutions, LLC and submit a Community Development Investment grant application in partnership with Three Sixty Real Estate Solutions, LLC to the Wisconsin Economic Development Corporation to obtain funds for said purpose.

BE IT FURTHER RESOLVED, that if said grant funds are awarded, the proper City officials are hereby authorized and directed to accept and transfer such funds, pursuant to the terms of the development agreement and grant application to Three Sixty Real Estate Solutions, LLC, and to execute any and all documents and assurances which may be required for purposes of the same.

Dated this 13<sup>th</sup> day of November, 2018.

CITY OF ONALASKA

BY: \_\_\_\_\_  
Joe Chilsen, Mayor

\_\_\_\_\_  
Caroline Burmaster, City Clerk

Passed:  
Approved:  
Published:



# CITY OF ONALASKA

PLANNING/ZONING DEPARTMENT  
PH: (608) 781-9590  
FAX (608) 781-9506

415 MAIN STREET  
ONALASKA, WI 54650-2953  
<http://www.cityofonalaska.com>

## MEMO

Date: 10/29/2018

To: Finance & Personnel Committee & Common Council

From: Katie Aspenson, Planner | Zoning Inspector *KA*

Re: 2018-2019 WEDC Grant Application

Marvin Wanders of Three Sixty Real Estate Solutions, LLC intends to construct a mixed-use development (commercial and multi-family residential) on City-owned property at Court Street South, 200 Court Street South, 300 Court Street South, and 400 Court Street South in the City of Onalaska, Wisconsin (south of the Great River Landing).

The project was discussed with WEDC and their staff believe that the project may be a good fit with the WEDC Community Development Investment Grant for the following reasons:

- Increased tax base in the heart of the city;
- New job creation;
- New mix of housing options to serve the downtown.

The City of Onalaska is required to act as the grant applicant and attached are the following documents for consideration by the Finance & Personnel Committee and Common Council:

1. Resolution 26-2018 to submit the WEDC Grant Application and participate in the Community Development Investment Program; and
2. Development Agreement between the City of Onalaska and Three Sixty Real Estate Solutions, LLC.

If approved, the City would participate and submit the grant application and would act as the grant administrator as required by WEDC if the grant was awarded.

**DEVELOPMENT AGREEMENT  
FOR RECEIPT AND DISBURSEMENT OF COMMUNITY DEVELOPMENT  
INVESTMENT GRANT FUNDS**

**THIS DEVELOPMENT AGREEMENT** (this “*Agreement*”) is made and entered into effective as of this \_\_\_\_ day of November, 2018 (the “*Effective Date*”), by and between **Three Sixty Real Estate Solutions, LLC** a Wisconsin limited liability company (hereinafter “*Developer*”), and the **City of Onalaska**, a Wisconsin municipal corporation (hereinafter “*City*”).

**RECITALS:**

A. The City of Onalaska owns certain real property located at Court Street South, 200 Court Street South, 300 Court Street South, and 400 Court Street South in the City of Onalaska, Wisconsin, as more particularly described on Exhibit A attached hereto (the “*Development Parcel*”), the City intends to transfer lands to the Developer and the Developer intends to develop and construct a mixed-use development (commercial and multi-family residential) (the “*Project*”);

B. Developer seeks assistance in the form of a Community Development Investment Grant (“*CDI Grant*”) from the Wisconsin Economic Development Corporation (“*WEDC*”) to offset gap financing constraints;

C. WEDC requires that the City of Onalaska act as the applicant of the CDI Grant and be the recipient of the CDI Grant funds;

D. City and Developer intend that Developer performs or contracts for performance of all work for which the CDI Grant funds may be used.

E. The parties desire to enter into this Agreement to set forth the terms and conditions of their agreement.

**NOW, THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Purpose of this Agreement.** The purpose of this Agreement is to allocate the responsibilities between the City and Developer to complete the Project and to assure the CDI Grant funds can be used toward payment of all Project costs permitted to be paid for by the CDI Grant as directed by WEDC.

2. **Grant Conditions.** Developer shall comply with those terms and conditions set forth by WEDC and the CDI Grant and any agreements required thereunder, subject to the further acknowledgement and agreement that timing of developing improvements on this site will be determined by the needs of the Developer, except that, as required by WEDC, all costs for which CDI Grant funds may be used must be incurred by [\_\_Needs to be completed.]\_\_.

3. **City Not to Incur Out of Pocket Expenditures.** The City shall not pay from its own funds, any expenses, charges or fees to WEDC, Developer or the Certified Public Accountant that will be hired to complete the Statement of Expenditures. Developer shall reimburse the City for all costs related to the drafting of this Agreement.

4. **Developer to Hire CPA to Perform Statement of Expenditures.** Developer shall enter directly into contract with an independent licensed CPA firm to complete the Statement of Expenditures and any other necessary certifications or attestations required by the WEDC with respect to the distribution and use of the CDI Grant funds.

5. **Obligations of the City.** City will approve any necessary agreements required by the WEDC, provided such agreements are consistent with the terms of this Development Agreement and shall perform all obligations as "Recipient" of the CDI Grant Funds, specifically acting as applicant of the CDI Grant and working with Developer to complete the grant administrative work including but not limited to submitting regular performance reports as may be required to show the progress and impact of the Project. The City shall seek grant funds reimbursement from WEDC and shall distribute grant funds to Developer pursuant to the terms of the CDI Grant and upon receipt of necessary invoices or paperwork from Developer.

6. **Obligations of the Developer.** Developer shall cooperate with the City and be responsible for supplying all necessary assembly and submission of documents, records and invoices as may be required to comply with the terms of the CDI Grant and any related agreements required by the WEDC and shall communicate and work closely with the City to ensure that the timely submission of any paperwork required by the WEDC. Developer shall only use CDI Grant funds for costs allowed under the terms of the CDI Grant and as directed by the WEDC and shall comply with the terms of any agreements required by the WEDC for receipt of the CDI Grant funds. Furthermore, the City shall be provided access, upon no less than 24-hour notice to Developer, to inspect all of the records required to be maintained by the CDI Grant or WEDC.

7. **Developer Holds Harmless and Indemnifies City.** Developer agrees to hold the City harmless and agrees to indemnify the City from any payment obligation associated with the development of the Property and application and receipt of funds under the CDI Grant. In the event the City incurs any fees, costs, expenses, charges or penalties arising from this Agreement, the City shall invoice the Developer and if such invoice is not timely paid, the City may assess such fees, costs, expenses, charges or penalties against any of the parcels in the Development as a special charge under Wis. Stats. §66.0627.

8. **Term.** The term of this Agreement shall commence on the Effective Date and shall end on the earlier of: (a) the receipt and distribution of all CDI Grant funds and any necessary paperwork required thereunder; or (b) the date that Developer or City provides notice of termination as provided in Section 5 below.

9. **Termination.**

a. **By Developer.** Developer may terminate this Agreement, at any time, upon not less than thirty (30) days prior written notice to City, at which time Developer

shall reimburse the City for any expenses incurred to date as well as any expenses the City incurs related to the Developer's termination of this Agreement.

b. By City. City may terminate this Agreement upon not less than thirty (30) days prior written notice to Developer after Developer's failure to cure any Events of Default (as defined herein) during any applicable cure period.

10. **Assignment and Sublease.** Developer may transfer or otherwise assign its interest in this Agreement in whole to an affiliate of Developer or in conjunction with a transfer or sale of the Developer Parcel upon receiving City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. After any such transfer or assignment, Developer shall be released from this Agreement and the transferee or assignee shall assume the obligations of this Agreement and be considered the "Developer" hereunder for all purposes.

11. **Events of Default.** The following are "*Events of Default*" by a party: The party's failure to perform any of the party's obligations or covenants contained in this Agreement at the time and in the manner stated, which failure continues for thirty (30) days after written notice of such is received by the party from the other party, provided that if such failure cannot reasonably be corrected within the thirty (30) day period, the party shall not be in default so long as the party promptly commences and continues such actions as are necessary to correct such failure within the earliest reasonable time.

12. **Notices.** Any notices required to be made by either party to the other shall be given in any of the following manners: (a) by U.S. Postal Service mail and shall be deemed to be given two (2) business days after delivery to the U.S. Postal Service, postage prepaid, for certified or registered delivery; (b) by reputable overnight courier and shall be deemed to be given one (1) business day after delivery to the courier; or (c) by personal delivery to a representative of the other, and shall be deemed to be given upon such personal delivery.

Any such notice shall be addressed as follows:

If to City:	City of Onalaska 415 Main Street Onalaska, Wisconsin 54650 Attn: City Administrator
Copy to:	City Attorney Sean O'Flaherty 201 Main Street 10 <sup>th</sup> Fl La Crosse, WI 54601
If to Developer:	Three Sixty Real Estate Solutions PO Box 609 La Crosse, Wisconsin 54602 Attn: Marvin Wanders

Either party may change its address by providing the other party with written notice thereof, which new address will be effective ten (10) days after notice is given by one of the methods set forth above.

13. **Binding Terms; Covenants Running with Land.** All the terms, conditions, limitations and covenants herein contained or implied by law are covenants running with the land and shall bind and attach and inure to the benefit of City and Developer and their respective successors and assigns.

14. **Authority.** Each of the parties represents and warrants that it has the full capacity, right, power and authority to execute, deliver and perform this Agreement, and all required actions, consents and approvals therefor have been duly taken and obtained.

15. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

16. **Recording of Agreement.** Either party may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for La Crosse County, Wisconsin. Upon request of either party, the other party shall execute and deliver to the requesting party any such Memorandum or any other document in connection with such recording.

17. **Force Majeure.** No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.

18. **Governing Law.** The laws of the State of Wisconsin shall govern this Agreement.

19. **Severability.** If any provision of this Agreement is determined by a court of law to be invalid or unenforceable, the court may modify that provision to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it may be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have entered into this Development Agreement as of the Effective Date.

CITY:

City of Onalaska,  
a Wisconsin municipal corporation

\_\_\_\_\_  
Joe Chilsen, Mayor

\_\_\_\_\_  
Caroline Burmaster, Clerk

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN            )  
  )ss.  
COUNTY OF LA CROSSE        )

Personally came before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, the above-named Joe Chilsen and Caroline Burmaster, being the Mayor and Clerk, respectively, of the City of Onalaska, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_, Notary Public  
State of Wisconsin  
My commission expires: \_\_\_\_\_

**DEVELOPER:**

**Three Sixty Real Estate Solutions, LLC**  
a Wisconsin limited liability company

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN            )  
  )ss.  
COUNTY OF LA CROSSE        )

Personally came before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, the above-named \_\_\_\_\_, \_\_\_\_\_ of Three Sixty Real Estate Solutions, LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
State of Wisconsin  
My commission expires: \_\_\_\_\_

This document was drafted by:

Amanda Halderson Jackson  
O'Flaherty Heim Birnbaum Kirchner & Curtis, Ltd.  
201 Main Street, 10<sup>th</sup> Fl.  
La Crosse, WI 54601

**EXHIBIT A**

**LEGAL DESCRIPTION OF DEVELOPMENT PARCELS**

**Tax Parcel ID No.:**

18-24-0

**Legal Description:**

ORIGINAL TOWN OF ONALASKA LOTS 1 THRU 9 BLOCK 4

**Tax Parcel ID No.:**

18-25-0

**Legal Description:**

ORIGINAL TOWN OF ONALASKA LOT 10 BLOCK 4

**Tax Parcel ID No.:**

18-32-0

**Legal Description:**

ORIGINAL TOWN OF ONALASKA LOTS 1 THRU 10 BLOCK 5 & PRT CMSTP&P RR R/W & LAX ONA SHORTLINE RR R/W (CITY SHOP)

**Tax Parcel ID No.:**

18-38-0

**Legal Description:**

ORIGINAL TOWN OF ONALASKA LOTS 1,2,3,4,5 EX S 5FT LOT 5 BLOCK 6 & STRIP LAND 30FT WIDE - 15FT ON EACH SIDE C/L ORIG ALIGNMENT OF LAX/ONA SHORTLINE RR R/W LOC THRU & ACROSS & ADJ TO LOTS 1,2,3 BLOCK 6 EX PRT VAC LAX/ONA SHORTLINE RR R/W IN LOTS 4 & 5 BLK 6 OWNED BY FOSSUM

**Portion of Tax Parcel ID No.:**

18-38-2

**Legal Description:**

ORIGINAL TOWN OF ONALASKA STRIP LAND 30FT WIDE - 15FT ON EACH SIDE C/L ORIGINAL ALIGNMENT OF LAX & ONA SHORT LINE RR LOC THRU & ACROSS & ADJ TO LOTS 4,5,6,7,8,9 & 10 BLOCK 6

# City of Onalaska, WI

## Exhibit A - Development Parcels

- 18-24-0 (200 Court Street S)
- 18-25-0 (Court Street S)
- 18-32-0 (300 Court Street S)
- 18-38-0 (400 Court Street S)

Map Designer: Katie Aspenson, AICP  
Date: 11/7/2018

200  
Court Street South

Court Street South

1ST AVENUE S

300  
Court Street South

COURT ST S

400  
Court Street South

IRVIN ST

HICKORY ST

HICKORY ST

2ND AVENUE S  
2ND AVENUE S

GREEN ST

0 50 100 Feet



*This map is to be used for reference purposes only. Every effort has been made to make this map as accurate as possible.*

Resolution No. 27-2018

RESOLUTION PROVIDING FOR THE SALE OF \$4,650,000 NOTE ANTICIPATION NOTES

WHEREAS the City of Onalaska, La Crosse County, Wisconsin (the "City") is presently in need of \$4,650,000 for public purposes, including financing a portion of the projects included in the City's 2019 Capital Improvement Plan, such as the general levy supported projects and certain water system and sewer system projects; and

WHEREAS it is desirable to borrow said funds on an interim basis through the issuance of note anticipation notes pursuant to Section 67.12(1)(b), Wisconsin Statutes;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. The Notes. The City shall issue its Note Anticipation Notes in the amount of \$4,650,000 (the "Notes") for the purposes above specified.

Section 2. Private Placement Memorandum. The City Clerk shall cause a Private Placement Memorandum concerning this issue to be prepared by Robert W. Baird & Co. Incorporated for the purpose of offering the Notes for sale. The Common Council shall take further action to authorize the sale and the terms of the Notes at a future meeting.

Adopted, approved and recorded November 13, 2018.

CITY OF ONALASKA

\_\_\_\_\_  
Joe Chilsen  
Mayor

\_\_\_\_\_  
Caroline L. Burmaster  
City Clerk

(SEAL)

# CITY OF ONALASKA

Grade C

#9-A

**Position:** Lab Technician  
**Location:** Public Works Facility  
**Page:** 1 of 3

**Department:** Utility  
**Supervisor:** Public Works Manger/Asst Mgr  
**Classification:** Hourly Non-Exempt

Approved by F & P Committee: 3/3/04, 5/7/08, 1/2/13, 8/6/14, 4/5/17

Approved by Council: 3/9/04, 5/13/08, 1/8/13, 8/12/14, 4/11/17

Under the supervision of the Public Works Manager and/or Assistant Manager, an employee in this position must be able to perform all aspects of laboratory analysis allowable under the statutes of the State of Wisconsin relating to a non-certified lab. This person will be involved in daily chemical evaluation of the City's water supply and any components that may directly or indirectly affect it. This position may also perform skilled and semi-skilled work related to the repair, construction and maintenance of water, sewer and storm sewer infrastructure; and tasks in snow and ice control well houses & booster stations, water pumping equipment, water treatment, and flushing of water system. Work is performed according to established guidelines and the verbal and written instructions of an immediate supervisor.

## ESSENTIAL JOB FUNCTIONS:

Any one position may not include all the duties listed, nor are these duties listed in their relative order of importance.

- A. Skilled in the use of various standard laboratory instruments and apparatus associated with conducting water treatment analyses.
- B. Involvement with collection and analysis of sampling requirements put forth by the Department of Natural Resources (DNR) and Environmental Protection Agency (EPA); ~~Communications and interaction with regulatory agencies regarding water rules and regulations.~~
- C. Ability to operate and maintain pumps and devices needed for the safe addition of required chemicals to City's water supply. ~~Provide; operation of water filtration plant.~~
- D. Involvement with the ordering and exchange of chemical supply containers as needed, including interactions with chemical suppliers.
- ~~D-E.~~ Performs lead and copper sampling and any other required sampling required by the DNR or EPA, including interactions and scheduling with property owners; ~~Monitors chemicals within water system including fluoride, chlorine and, orthophosphate and any other chemicals required to be monitored.~~
- ~~E-F.~~ Investigates and initiates new or improved operations and/or maintenance procedures.
- G. Participates in the operation of the SCADA system for water and sewer infrastructure, including reviewing of trending of data from the SCADA system.
- H. Provides interface and interaction with customers on water quality concerns or questions.
- I. Prepares Wisconsin DNR monthly reports (EMOR) with guidance from supervisor.
- ~~F-J.~~ Analyses historical, current, and statistical waste data for current and future impacts to the water system.
- ~~G-K.~~ Provides input and is involved in the preparation of reports, lists, and other documents that contribute to the operation and maintenance of the City's infrastructure.
- ~~H-L.~~ Stays current on all regulations and revisions as they apply to the monitoring and protection of the City's water supply.
- ~~I-M.~~ Performs utility public works operator water related job functions when not performing lab technician job functions.

## RELATED JOB FUNCTIONS

- A. May also assist in ~~Performs~~ snow and ice control and removal procedures, including plowing, sanding, and spreading deicing chemicals, ~~loading trucks, hauling snow, shoveling sidewalks, or maintenance of snow removal equipment; including the operation of large equipment for prolonged periods of time at various hours of the day.~~ Snow removal operations may be scheduled or on an emergency call in basis.

# CITY OF ONALASKA

Grade C

**Position:** Lab Technician  
**Location:** Public Works Facility  
**Page:** 2 of 3

**Department:** Utility  
**Supervisor:** Public Works Manger/Asst Mgr  
**Classification:** Hourly Non-Exempt

Approved by F & P Committee: 3/3/04, 5/7/08, 1/2/13, 8/6/14, 4/5/17

Approved by Council: 3/9/04, 5/13/08, 1/8/13, 8/12/14, 4/11/17

~~A.~~ B. [Assists with MSDS coordination for Public Works Department.](#)

~~B.~~ C. Follows all safety directives issued by the City or its representatives concerning operation or procedures used in their daily work duties.

~~C.~~ D. Interacts with the public in a prompt and courteous manner while representing the City professionally.

~~D.~~ E. Contributes to a cooperative working effort by demonstrating a willingness to perform other job-related work, as needed or requested. The interdependency of operations is recognized and the abilities and skills exist to do other work as needed or requested. Assistance is given to others and special projects completed as scheduled or requested..

~~E.~~ F. Completes any other duties, tasks, assignments, or directives given by the City Engineer, Public Works Manager, Public Works Assistant Manager, and Crew Leader.

~~F.~~ G. Other duties as needed or required.

## REQUIREMENT OF WORK (KNOWLEDGE, SKILLS, AND ABILITITES):

- A. Exhibit and demonstrate an aptitude for arithmetic, algebraic and geometric calculations in standard applications.
- B. Exhibit and demonstrate an ability to read, spell and communicate both orally and in writing information needed to maintain documentation for the operation of the City's infrastructure.
- C. Must be proficient in the operation and use of computers
- D. Possess basic knowledge in the principles and processes of laboratory analysis including, but not limited to, levels of PH, chlorine, fluoride, phosphates, iron, nitrites, nitrates, etc.
- E. Familiarity with the scientific method and quality assurance standards.
- F. Ability to maintain a professional demeanor and establish effective working relationships with associates, volunteers, staff and public; calmly approach and solve problems under stressful circumstances; maintain and promote harmony in the workplace; concentrate for extended periods of time; and be flexible.

## TRAINING, EXPERIENCE & OTHER REQUIREMENTS:

- A. High School diploma or equivalent.
- B. Two years experience and training in water/sewer operation.
- C. Formal training in laboratory procedures and techniques.
- D. Position is subject to 24-hour call-out as needed.
- E. ~~Must~~ May be involved in on-call rotation and must follow established on-call procedures.
- F. Must possess, or be able to obtain within one year, current Wisconsin DNR certification in ground water, ~~and~~ distribution and iron removal.
- G. Must possess a valid Wisconsin driver's license with good driving record ~~and a valid Wisconsin commercial drivers license.~~
- H. Must attend continuing education opportunities and/or certification courses as identified by the City Engineer and/or Public Works Manager.

## PHYSICAL REQUIREMENTS:

- A. Ability to coordinate eyes, hands, feet and limbs in performing movements requiring skill and training.
- B. Ability to exert variable physical effort from sedentary to very heavy physical demands. May involve some lifting, carrying, pushing and pulling.
- C. Reaches shoulder height frequently as well as reaches above and below shoulder height.

# CITY OF ONALASKA

Grade C

**Position:** Lab Technician  
**Location:** Public Works Facility  
**Page:** 3 of 3

**Department:** Utility  
**Supervisor:** Public Works Manger/Asst Mgr  
**Classification:** Hourly Non-Exempt

Approved by F & P Committee: 3/3/04, 5/7/08, 1/2/13, 8/6/14, 4/5/17  
 Approved by Council: 3/9/04, 5/13/08, 1/8/13, 8/12/14, 4/11/17

- D. Occasional bending.
- E. Ability to sustain prolonged visual concentration
- F. Forty (40%) percent of workday spent sitting.
- G. Thirty (30%) percent of work day spent walking.
- H. Thirty (30%) percent of workday is spent standing.
- I. Moderate, short, to intermittent use of force with objects and ability to react with sudden movements which may involve heavy to very heavy demands.
- J. Walking, running, jumping, dodging obstacles, climbing, dragging, pushing/pulling objects.
- K. All percentages above could vary, depending upon duties performed that day.
- L. Ability to climb ladders to various heights.
- M. Must be able to work in adverse weather conditions, very hot or cold weather conditions.
- N. An employee in this position is routinely involved in physical labor and is required to lift maintenance equipment, supplies, construction equipment or other items which weigh up to 100 pounds. The employee must traverse uneven ground and bend and stoop repetitively. The employee is required to operate heavy equipment, motor vehicles or snow removal equipment for long periods of time.
- O. Percentages of time sitting, standing, walking and driving may vary depending on the task performed and the time of year.

Percent of 8 Hour Day

	67 – 100% Consistently	34 – 66% Frequently	6 – 33% Occasionally	0 – 5% Rarely
<b>Sedentary</b> 0 – 10# max				
<b>Light</b> Freq. to 10# -20#max				
<b>Medium</b> Freq. to 25#-50# max				
<b>Heavy</b> Freq. to 50#-100# max				
<b>Very Heavy</b> Freq. over 50+# - 100+#				

\_\_\_\_\_  
 Signature of Employee

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of Employer

\_\_\_\_\_  
 Date

RESOLUTION 25-2018

RESOLUTION TO APPROVE INTEGRATION OF LEXIPOL POLICIES INTO CITY OF ONALASKA POLICIES FOR LAW ENFORCEMENT

WHEREAS, the City of Onalaska Police Department maintains policies governing the activities of law enforcement personnel unique to the duties, training and equipment of law enforcement officers; and

WHEREAS, the methods, trainings and equipment are constantly evolving and require ongoing updates to policies and procedures to ensure that law enforcement officers are following best practices guidelines; and

WHEREAS, the City of Onalaska has contracted with Lexipol, an industry leader in policy management for law enforcement policies and best practices to provide policies and policy updates for the City of Onalaska Police Department; and

WHEREAS, the City of Onalaska has determined that the Lexipol policies should be implemented and integrated upon receipt and incorporated into the Onalaska Police Department's departmental policies.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Onalaska that: the policies and policy updates provided by Lexipol, shall be adopted as the policies of the City of Onalaska Police Department with changes agreed upon by the City of Onalaska Chief of Police and Human Resources Director to add City of Onalaska specific information and to integrate the Lexipol policies into the Onalaska Police Department's policy bank, etc.; and

BE IT FURTHER RESOLVED, the policy updates provided by Lexipol shall be automatically adopted as amending the policies of the City of Onalaska Police Department with changes agreed upon by the City of Onalaska Chief of Police and Human Resources Director to add City of Onalaska specific information and to integrate the Lexipol policies into the Onalaska Police Department's policy bank; and

BE IT FURTHER RESOLVED, the Chief of Police shall cause the integration of the Lexipol policies into the Onalaska Police Department policy bank in a timely manner; and

BE IT FURTHER RESOLVED, that the Chief of Police shall report the completion of the integration of the Lexipol policies into the Onalaska Police Department policy bank to the Common Council on or before September 1, 2019; and

BE IT FURTHER RESOLVED, that the Lexipol policies integration into the Onalaska Police Department policy bank shall be deemed adopted and effective as of the date such report is accepted by the City Council.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF ONALASKA

By: \_\_\_\_\_  
Joe Chilsen, Mayor

By: \_\_\_\_\_  
Caroline Burmaster, Clerk

PASSED:  
APPROVED:  
PUBLISHED:  
{01852117.DOCX}

#11-A

2018: 1/2 to 4/1	Water Consumption CF	Water Consumption CF with NO Sewer	Net Consumption	Sewer Meter \$	Projected Sewer Meter	Sew.flat fee(units)	Difference
Commercial	4,280,741			\$123,690.80		437	
Multi Family	1,822,979			\$53,048.70		101	
Government	229,937			\$6,194.91		34	
Industrial	147,354			\$4,288.00		7	
<b>Totals</b>	<b>6,481,011</b>			<b>\$187,222.41</b>		<b>579</b>	
2018: 4/2 to 7/1							
Commercial	4,778,961	106,200	4,672,761	\$114,316.05	\$135,977.35	436	\$21,661.30
Multi Family	1,837,973			\$50,021.79	\$53,485.01	101	\$3,463.22
Government	1,026,886	760,175	266,711	\$5,734.85	\$7,761.29	36	\$2,026.44
Industrial	154,563			\$3,885.00	\$4,497.78	7	\$612.78
<b>Totals</b>	<b>7,798,383</b>			<b>\$173,957.69</b>	<b>\$201,721.43</b>	<b>580</b>	<b>\$27,763.74</b>
2018: 7/2 to 10/1							
Commercial	6,701,157	382,300	6,318,857	\$107,050.28	\$183,878.74	436	\$76,828.46
Multi Family	2,221,379			\$50,504.47	\$64,642.13	101	\$14,137.66
Government	2,789,928	2,260,660	529,268	\$5,036.74	\$15,401.70	36	\$10,364.96
Industrial	177,620			\$3,682.69	\$5,168.74	7	\$1,486.05
<b>Totals</b>	<b>11,890,084</b>			<b>\$166,274.18</b>	<b>\$269,091.31</b>	<b>580</b>	<b>\$102,817.13</b>
2017: 10/2 to 1/1							
Commercial	4,868,336	6,300	4,862,036	100,758.95	\$141,485.25	438	\$40,726.30
Multi Family	1,886,113			42,860.50	\$54,885.89	101	\$12,025.39
Government	1,139,624	837,521	302,103	5,633.27	\$8,791.20	39	\$3,157.93
Industrial	202,373			4,385.81	\$5,889.05	7	\$1,503.24
<b>Totals</b>	<b>8,096,446</b>			<b>\$153,638.53</b>	<b>\$211,051.39</b>	<b>585</b>	<b>\$57,412.86</b>

2018: 4/2 to 7/1  
 Commercial  
 Multi Family  
 Government  
 Industrial  
 Totals

2018: 7/2 to 10/1  
 Commercial  
 Multi Family  
 Government  
 Industrial  
 Totals

2017: 10/2 to 1/1  
 Commercial  
 Multi Family  
 Government  
 Industrial  
 Totals

<b>Total</b>	<b>\$187,993.73</b>
Commercial Only	\$139,216.05
Multi Family Only	\$29,626.27
Government Only	\$15,549.33
Industrial Only	\$3,602.08
	\$187,993.73

Water Consumption CF with NO Sewer: These are meters that have consumption in column B but do not have sewer services (ie. Chillers).

FYI - 3% - est 57,000

Option #2

2018: 1/2 to 4/1	Water Consumption CF	Water Consumption CF with NO Sewer	Net Consumption	Projected Sewer Meter \$	Sew.flat fee(units)	Difference	2018: 1/2 to 4/1
Residential	9,357,528			\$271,702.40	\$271,702.40	6,073	0.00 Residential
Commercial	4,280,741			\$123,690.80	\$123,690.80	437	0.00 Commercial
Multi Family	1,822,979			\$53,048.70	\$53,048.70	101	0.00 Multi Family
Government	229,937			\$6,194.91	\$6,194.91	34	0.00 Government
Industrial	147,354			\$4,288.00	\$4,288.00	7	0.00 Industrial
<b>Totals</b>	<b>15,838,539</b>			<b>458,924.81</b>	<b>458,924.81</b>	<b>6,652</b>	<b>\$0.00 Totals</b>
<b>2018: 4/2 to 7/1</b>							
Residential	10,909,073	12,521	10,896,552	\$250,187.69	317,089.66	6,080	66,901.97 Residential
Commercial	4,778,961	106,200	4,672,761	\$114,316.05	135,977.35	436	21,661.30 Commercial
Multi Family	1,837,973			\$50,021.79	53,485.01	101	3,463.22 Multi Family
Government	1,026,886	760,175	266,711	\$5,734.85	7,761.29	36	2,026.44 Government
Industrial	154,563			\$3,885.00	4,497.78	7	612.78 Industrial
<b>Totals</b>	<b>18,707,456</b>			<b>\$424,145.38</b>	<b>518,811.10</b>	<b>6,660</b>	<b>\$94,665.72 Totals</b>
<b>2018: 7/2 to 10/1</b>							
Residential	19,337,178			\$251,758.26	\$251,758.26	6083	0.00 Residential
Commercial	6,701,157			\$107,050.28	\$107,050.28	436	0.00 Commercial
Multi Family	2,221,379			\$50,504.47	\$50,504.47	101	0.00 Multi Family
Government	2,789,928			\$5,036.74	\$5,036.74	36	0.00 Government
Industrial	177,620			\$3,682.69	\$3,682.69	7	0.00 Industrial
<b>Totals</b>	<b>31,227,262</b>			<b>\$418,032.44</b>	<b>\$418,032.44</b>	<b>6,663</b>	<b>\$0.00 Totals</b>
<b>2017: 10/2 to 1/1</b>							
Residential	12,857,889			\$228,794.15	\$228,794.15	6,070	0.00 Residential
Commercial	4,868,336			\$100,758.95	\$100,758.95	438	0.00 Commercial
Multi Family	1,886,113			\$42,860.50	\$42,860.50	101	0.00 Multi Family
Government	1,139,624			\$5,633.27	\$5,633.27	39	0.00 Government
Industrial	202,373			\$4,385.81	\$4,385.81	7	0.00 Industrial
<b>Totals</b>	<b>20,954,335</b>			<b>\$382,432.68</b>	<b>\$382,432.68</b>	<b>6,655</b>	<b>\$0.00 Totals</b>

**Total \$94,665.72**

Residential On 66,901.97  
 Commercial On 21,661.30  
 Multi Family On 3,463.22  
 Government On 2,026.44  
 Industrial Only 612.78

**\$94,665.72**

Water Consumption CF with NO Sewer: These are meters that have consumption in column C but do not have sewer services (ie. Chillers).

# Option #3

2018: 1/2 to 4/1	Water	Water		Sewer Meter \$	Projected Sewer Meter	Sew.flat fee(units)	Difference	2018: 1/2 to 4/1
	Consumption CF	Consumption CF with NO Sewer	Net Consumption					
Residential	9,357,528			\$271,702.40	\$271,702.40	6,073	0.00	Residential
Commercial	4,280,741			\$123,690.80	\$123,690.80	437	0.00	Commercial
Multi Family	1,822,979			\$53,048.70	\$53,048.70	101	0.00	Multi Family
Government	229,937			\$6,194.91	\$6,194.91	34	0.00	Government
Industrial	147,354			\$4,288.00	\$4,288.00	7	0.00	Industrial
<b>Totals</b>	<b>15,838,539</b>			<b>458,924.81</b>	<b>458,924.81</b>	<b>6,652</b>	<b>\$0.00</b>	
2018: 4/2 to 7/1								2018: 4/2 to 7/1
Residential	10,909,073	12,521	10,896,552	\$250,187.69	317,089.66	6,080	66,901.97	Residential
Commercial	4,778,961	106,200	4,672,761	\$114,316.05	135,977.35	436	21,661.30	Commercial
Multi Family	1,837,973			\$50,021.79	53,485.01	101	3,463.22	Multi Family
Government	1,026,886	760,175	266,711	\$5,734.85	7,761.29	36	2,026.44	Government
Industrial	154,563			\$3,885.00	4,497.78	7	612.78	Industrial
<b>Totals</b>	<b>18,707,456</b>			<b>\$424,145.38</b>	<b>518,811.10</b>	<b>6,660</b>	<b>\$94,665.72</b>	<b>Totals</b>
2018: 7/2 to 10/1								2018: 7/2 to 10/1
Residential	19,337,178			\$251,758.26	\$251,758.26	6083	0.00	Residential
Commercial	6,701,157			\$107,050.28	\$107,050.28	436	0.00	Commercial
Multi Family	2,221,379			\$50,504.47	\$50,504.47	101	0.00	Multi Family
Government	2,789,928			\$5,036.74	\$5,036.74	36	0.00	Government
Industrial	177,620			\$3,682.69	\$3,682.69	7	0.00	Industrial
<b>Totals</b>	<b>31,227,262</b>			<b>\$418,032.44</b>	<b>\$418,032.44</b>	<b>6,663</b>	<b>\$0.00</b>	<b>Totals</b>
2017: 10/2 to 1/1								2017: 10/2 to 1/1
Residential	12,857,889	14,985	12,842,904	\$228,794.15	373,728.51	6,070	144,934.36	Residential
Commercial	4,868,336	6,300	4,862,036	\$100,758.95	141,485.25	438	40,726.30	Commercial
Multi Family	1,886,113			\$42,860.50	\$54,885.89	101	12,025.39	Multi Family
Government	1,139,624	837,521	302,103	\$5,633.27	8,791.20	39	3,157.93	Government
Industrial	202,373			\$4,385.81	\$5,889.05	7	1,503.24	Industrial
<b>Totals</b>	<b>20,954,335</b>			<b>\$382,432.68</b>	<b>\$584,779.89</b>	<b>6,655</b>	<b>\$202,347.21</b>	<b>Totals</b>

**Total \$297,012.93**

Residential Only 211,836.33  
 Commercial Only \$62,387.59  
 Multi Family Only \$15,488.61  
 Government Only \$5,184.37  
 Industrial Only \$2,116.03

**\$297,012.93**

Water Consumption CF with NO Sewer: These are meters that have consumption in column C but do not have sewer services (ie. Chillers).

# HAWKINS | ASH

## CPAs

City of Onalaska, Wisconsin  
Estimated Sewer Cash Flow

	Estimate 2020 for rate increase	Projection 2020	Projection 2019	Estimate 2018	Actual	
					12/31/2017	12/31/2016
Operating Revenue	2,113,394	2,113,394	2,113,394	2,010,600	1,841,435	1,844,276
Operating Expenses						
Operations, maintenance, and general	1,005,554	1,005,554	993,782	850,365	789,059	771,402
La Crosse treatment charge	983,693	983,693	936,850	936,850	887,316	908,824
Taxes	41,223	41,223	40,415	28,109	26,242	23,993
Depreciation	604,664	604,664	565,099	522,698	529,887	468,913
Total Operating Expenses	<u>2,635,134</u>	<u>2,635,134</u>	<u>2,536,146</u>	<u>2,338,022</u>	<u>2,232,504</u>	<u>2,173,132</u>
Operating (loss)	(521,740)	(521,740)	(422,752)	(327,422)	(391,069)	(328,856)
Nonoperating Revenues (Expenses)						
Interest income	21,000	21,000	21,000	29,654	20,248	5,707
Interest and fiscal charges (existing debt)	(52,829)	(52,829)	(55,656)	(61,724)	(63,648)	(55,519)
Misc non operating income (expense)	(32,311)	(32,311)	110,764	(30,381)	(30,773)	(25,550)
Total Nonoperating Revenue (Expenses)	<u>(64,140)</u>	<u>(64,140)</u>	<u>76,108</u>	<u>(62,451)</u>	<u>(74,173)</u>	<u>(75,362)</u>
Change in Net Assets	(585,880)	(585,880)	(346,644)	(389,873)	(465,242)	(404,218)
Add back depreciation	604,664	604,664	565,099	522,698	529,887	468,913
Less depreciation charge from water	(78,972)	(78,972)	(78,972)	(78,972)	(78,972)	(76,225)
Subtract loan principal payments existing loan	(165,379)	(165,379)	(158,936)	(150,548)	(200,842)	(105,377)
Subtract capital project additions	-	(702,000)	(2,495,300)	(205,000)	-	-
Subtract capital asset additions	-	-	(354,310)	(28,757)	(892,690)	(243,229)
Recapture of cash used	(50,000)	-	-	-	-	-
Timing of payables/receivables	-	-	-	-	729,627	(315,344)
Add proceeds from loan	-	-	3,407,300	210,000	245,600	856,449
Payment to escrow agent	-	-	-	-	-	(118,374)
Special assessments received	4,000	4,000	4,000	4,000	4,410	5,530
Subtract principal and interest from new loan (MRB)	(240,440)	(240,440)	-	-	-	-
Subtract principal and interest from new loan (NAN)	-	-	(214,463)	(1,091)	-	-
Estimated Cash Flow	<u>(512,007)</u>	<u>(1,164,007)</u>	<u>327,774</u>	<u>(117,543)</u>	<u>(128,222)</u>	<u>68,125</u>
Cash balance beginning of year	<u>2,070,002</u>	<u>3,234,009</u>	<u>2,906,235</u>	<u>3,023,778</u>	<u>3,152,000</u>	<u>3,083,875</u>
Cash balance end of year	<u>1,557,995</u>	<u>2,070,002</u>	<u>3,234,009</u>	<u>2,906,235</u>	<u>3,023,778</u>	<u>3,152,000</u>

cash flow needed: (512,007) (836,233) for 2019-2020  
24%

→ Note: 1<sup>st</sup> Est. was 35% Increase

Based on capital project borrowing of 3,407,300

% of operating revenue

cash flow needed for capital projects (240,440) 11.4%  
cash flow related to increase in treatment charges (46,843) 2.2%  
cash flow needed for operations (224,724) 10.6%

La Crosse treatment charges 983,693 936,850 936,850  
Treatment rate 1.68 1.60 1.57 1.51

11-8-18

**Combined Statement of Revenues**  
**Storm Water System**

	2020 Projected	2019 Projected	2018 Estimated	2017 Actual	2016 Actual	2015 Actual
<b>OPERATING REVENUES</b>						
Operating revenues	\$987,925	\$830,189	\$817,016	\$789,494	\$771,590	\$749,425
Interest income	\$700	\$700	\$686	\$884	\$696	\$714
<b>TOTAL OPERATING REVENUES</b>	<b>\$988,625</b>	<b>\$830,889</b>	<b>\$817,702</b>	<b>\$790,378</b>	<b>\$772,286</b>	<b>\$750,139</b>
<b>OPERATING EXPENSES (1)</b>						
Operating expenses	\$466,160	\$457,019	\$423,700	\$386,970	\$364,045	\$404,050
<b>TOTAL OPERATING EXPENSES</b>	<b>\$466,160</b>	<b>\$457,019</b>	<b>\$423,700</b>	<b>\$386,970</b>	<b>\$364,045</b>	<b>\$404,050</b>
 Net Revenues Available for Debt Service	 \$522,465	 \$373,870	 \$394,002	 \$403,408	 \$408,241	 \$346,089
<b>Annual Rate Covenant Test</b>						
Annual Debt Service	\$173,856	\$55,243				
Coverage Ratio	3.01	6.77				
<b>Additional Bonds Test</b>						
Maximum Annual Debt Service	\$177,944	\$177,944				
Coverage Ratio	2.94	2.10				

(1) Less depreciation, debt service, tax equivalents and capital expenditures

**Combined Statement of Revenues**  
**Water System & Sewer System**

	2020 Projected	2019 Projected	2018 Estimated	2017 Actual	2016 Actual	2015 Actual
<b>OPERATING REVENUES</b>						
Operating revenues	\$5,802,427	\$4,710,481	\$4,150,122	\$4,220,413	\$4,075,977	\$3,792,693
Interest income	\$35,000	\$35,000	\$43,392	\$30,406	\$10,521	\$10,930
<b>TOTAL OPERATING REVENUES</b>	<b>\$5,837,427</b>	<b>\$4,745,481</b>	<b>\$4,193,514</b>	<b>\$4,250,819</b>	<b>\$4,086,498</b>	<b>\$3,803,623</b>
<b>OPERATING EXPENSES (1)</b>						
Operating expenses	\$3,251,973	\$3,176,690	\$2,961,910	\$2,761,175	\$2,718,258	\$2,721,130
<b>TOTAL OPERATING EXPENSES</b>	<b>\$3,251,973</b>	<b>\$3,176,690</b>	<b>\$2,961,910</b>	<b>\$2,761,175</b>	<b>\$2,718,258</b>	<b>\$2,721,130</b>
Net Revenues Available for Debt Service	\$2,585,454	\$1,568,791	\$1,231,604	\$1,489,644	\$1,368,240	\$1,082,493
<b>Annual Rate Covenant Test</b>						
Annual Debt Service	\$956,737	\$604,979	\$423,251	\$426,978	\$265,538	\$373,535
Coverage Ratio	2.70	2.59	2.91	3.49	5.15	2.90
<b>Additional Bonds Test</b>						
Maximum Annual Debt Service	\$961,642	\$961,642	\$424,657	\$426,978		
Coverage Ratio	2.69	1.63	2.90	3.49		

(1) Less depreciation, debt service, tax equivalents and capital expenditures

RESOLUTION NO. 28-2018

A PRELIMINARY RESOLUTION TO VACATE AND DISCONTINUE PORTIONS OF GREEN STREET AND HICKORY STREET BETWEEN 1<sup>ST</sup> AVENUE SOUTH AND SOUTH COURT STREET, CITY OF ONALASKA, LA CROSSE COUNTY, WISCONSIN

To: Honorable Mayor and Common Council, Onalaska, Wisconsin

WHEREAS, Three Sixty Real Estate Solutions, LLC requests vacation and discontinuance of portions of Green Street and Hickory Street between 1<sup>st</sup> Avenue South and South Court Street, particularly described in Exhibit A & Exhibit B, as attached;

AND, WHEREAS, the vacation of portions of Green Street and Hickory Street between 1<sup>st</sup> Avenue South and South Court Street, is in the public interest as it will assist in facilitating the private development of adjacent parcels and return land to the tax roll;

NOW, THEREFORE, BE IT RESOLVED, that the City of Onalaska will hold a public hearing on January 8, 2019 at 7:00 p.m. in City Hall, 415 Main Street, Onalaska, Wisconsin, which is not less than forty (40) days after the introduction of this resolution, with notice of the hearing and service to be provided to all interested landowners at least thirty (30) days prior to the hearing.

BE IT FURTHER RESOLVED, that the City of Onalaska may act on a resolution to discontinue and vacate portions of Green Street and Hickory Street between 1<sup>st</sup> Avenue South and South Court Street on the 8<sup>th</sup> day of January at 7:00 p.m.;

BE IT FURTHER RESOLVED, that a lis pendens will be filed with the Register of Deeds, La Crosse County in the matter under Wis. Stat. §840.11;

BE IT FURTHER RESOLVED, that in the public interest, the above noted right-of-ways has been requested to be vacated, and to that end the above noted notice and hearing procedure shall be followed to ensure compliance with Wisconsin Statutes and City of Onalaska Code of Ordinances.

Dated this 13<sup>th</sup> day of November, 2018.

CITY OF ONALASKA

BY: \_\_\_\_\_  
Joe Chilsen, Mayor

\_\_\_\_\_  
Caroline Burmaster, City Clerk

Passed:  
Approved:  
Published:

### Graphic Scale



( IN FEET )  
1 inch = 50 ft.

### LEGEND

- = Found Lunde Monument
- = Boundary of this description
- = Centerline

ORIGINAL PLAT

OF ONALASKA

BLOCK 4

Proposed  
Vacation

BLOCK 5

NE Corner  
Section 8  
T16N-R7W

E 1/4 Corner  
Section 8  
T16N-R7W

### Legal Description for Hickory Street Vacation

All that portion of platted Hickory Street lying easterly of platted First Avenue South and westerly of the platted alley, now known as South Court Street; lying South of Block 4 and North of Block 5, Original Plat of Onalaska, located in the SE 1/4 of the NE 1/4, Section 8, T16N-R7W, City of Onalaska, La Crosse County, Wisconsin described as follows:

Commencing at the northeast corner of Section 8, thence S 36°21'03" E 1718.40 feet to the southeast corner of Lot 10, Block 4, Original Plat of Onalaska and the point of beginning of this description:

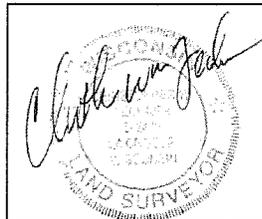
- thence southeasterly to the northeast corner of Lot 1, Block 5, Original Plat of Onalaska;
- thence southwesterly to the northwest corner of said Block 5;
- thence northwesterly to the southwest corner of said Block 4;
- thence northeasterly to the point of beginning of this description.

Subject to any easements, covenants and restrictions of record.

### SURVEYOR'S CERTIFICATE

I, Christopher W. Fechner, Professional Land Surveyor, hereby certify that the survey shown and represented above 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 2448



Bearing Basis: The La Crosse County Coordinate System.  
Referenced to the East line of the NE 1/4, Section 8, T16N-R7W; N 01°06'54" W

approximate R/W location

BNSF Railroad

platted 1st Avenue South

20' Alley

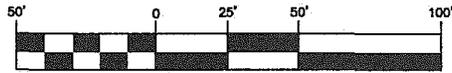
So. Court Street

State Road "35"  
2nd Avenue South

COULEE REGION LAND SURVEYORS, LLC  
917 SOUTH 4TH STREET  
WWW.COULEEREGIONLANDSURVEYORS.COM

S-7492

### Graphic Scale



( IN FEET )  
1 inch = 50 ft.

### LEGEND

- = Found Lunde Monument
- = Boundary of this description
- = Centerline

### Legal Description for Green Street Vacation

All that portion of platted Green Street lying easterly of platted First Avenue South and westerly of the platted alley, now known as South Court Street; lying South of Block 5 and North of Block 6, Original Plat of Onalaska, located in the SE 1/4 of the NE 1/4, Section 8, T16N-R7W, City of Onalaska, La Crosse County, Wisconsin described as follows:

Commencing at the northeast corner of Section 8, thence S 27°21'54" E 1946.04 feet to the southeast corner of Lot 10, Block 5, Original Plat of Onalaska and the point of beginning of this description:

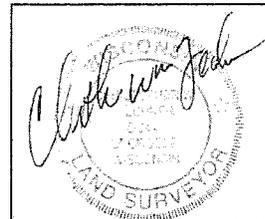
thence southeasterly to the northeast corner of Lot 1, Block 6, Original Plat of Onalaska;  
thence southwesterly to the northwest corner of said Block 6;  
thence northwesterly to the southwest corner of said Block 5;  
thence northeasterly to the point of beginning of this description.

Subject to any easements, covenants and restrictions of record.

### SURVEYOR'S CERTIFICATE

I, Christopher W. Fechner, Professional Land Surveyor, hereby certify that the survey shown and represented above 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 2448



Bearing Basis: The La Crosse County Coordinate System.  
Referenced to the East line of the NE 1/4, Section 8, T16N-R7W: N 01°06'54" W

BNSF Railroad

approximate R/W location

Platted 1st Avenue South

So. Court Street

State Road "35"

2nd Avenue South

SE-NE Section 8 T16N-R7W

NE Corner Section 8 T16N-R7W

2656.68' N 01°06'54" W

P. 139

V. 7

LOT 2

1946.04' S 27°21'54" W  
D.N. 1174780

40.68'

40'

BLOCK 5

N 70°14'02" E  
121.00'



Proposed Vacation

7,986 sq. ft.  
0.18 acres

N 70°14'02" E  
121.00'

S 19°48'52" E  
66.00'

Green Street

20' Alley

ORIGINAL PLAT OF ONALASKA

BLOCK 6

E 1/4 Corner Section 8 T16N-R7W

S-7492A

COULEE REGION LAND SURVEYORS, LLC  
917 SOUTH 4TH STREET

WWW.COULEEREGIONLANDSURVEYORS.COM