

- G. Approval of changes to the following job descriptions:
1. Administrative Manager
 2. Assistant Police Chief
 3. Professional Standards Sergeant
 4. Sergeant
 5. School Liaison Officer
 6. DARE/GREAT Officer
 7. Administrative Secretary – Police Department

ADMINISTRATIVE COMMITTEE

- H. Approval of Outdoor Venue License for Morsal Foods, LLC d/b/a Senor Villa, 425 2nd Avenue South, Onalaska for the 2017-2018 licensing year
- I. Approval of Operator's Licenses as listed on report dated March 7, 2018
- J. Approval of Class B Liquor License for Morsal Foods, LLC d/b/a Senor Villa, 425 2nd Avenue South, Onalaska, WI starting when final inspections are completed
- K. Approval of amendment to Class B Liquor License for American Legion Post 336, 731 Sand Lake Road, Onalaska for June 15-16, 2018 for Onalaska Community Days to include outside grounds.
- L. Approval of amendment to the noise ordinance for American Legion Post 336, 731 Sand Lake Road, Onalaska for June 15-16, 2018 for Onalaska Community Days until 11:30pm each evening.
- M. Approval of Special Event Permit for Fleis Nightfall Frolic on Friday April 20, 2018 from 3-9pm starting at Rowe Park.
- N. Approval of Fee Schedule

BOARD OF PUBLIC WORKS

- O. Approval of Altra Federal Credit Union fiber optic cable installation within City right of way along Oak Forest Drive and East Main Street with conditions outlined in Memo from Jarod Holter, City Engineer/Director of Public Works, dated March 7, 2018.
- P. Approval of 2018 pavement maintenance
1. Purchase of fiber patching material from Sherwin Industries in the amount of \$19,687.50
 2. Installation of fiber patching material by Fahrner Asphalt Sealers, Inc., in the amount of \$71,500
 3. Asphalt pavement expansion joint installation by Fahrner Asphalt Sealers, Inc., in the amount of \$40,630
 4. Chip seal project by La Crosse County Highway Department in the amount of \$191,748
 5. Centerline painting by Twin City Striping in the amount of \$10,980
 6. North Kinney Coulee joint repair project to Fahrner Asphalt Sealers, Inc., in the amount of \$34,910
- Q. Approval of professional engineering services for 2018 Supervisory Control and Data Acquisition (SCADA) system upgrades by Strand Associates in the amount of \$19,000
- R. Approval of professional forestry services for updating Urban Forest Management Plan by Bluestem Forestry Consulting, Inc., in the amount of \$11,500
- S. Approval of professional engineering services for French Road/Crestwood Lane area Preliminary Report/Feasibility Study for water booster station by Davy Engineering in the amount of \$7,500

PLAN COMMISSION

- T. Approval of a rezoning request filed by Skogenheim, LLC, 3800 Emerald Drive East, Onalaska, WI 54650 to rezone parcels at 209 Irvin Street and 2nd Avenue South, from Neighborhood Business (B-1) District to Public and Semi-Public (P-1) District for the purpose of expanding Dash Park and constructing related amenities. (Tax Parcel #'s: 18-100-0 & 18-98-1)
- U. Approval of a General Development Plan (GDP) for a Downtown Planned Unit Development (D-PUD) application filed by Jeffery Moorhouse, of Onalaska United Methodist Church, 212 4th Avenue North, Onalaska, WI 54650, for the purpose of expanding United Methodist Church utilizing a three-phased approach which include the following parcels located at 212 4th Avenue North, 222 4th Avenue North, 412 Locust Street, 418 Locust Street, 213 5th Avenue North, and 415 King Street (Tax Parcel #'s: 18-229-0, 18-228-0, 18-233-0, 18-234-0, 18-232-0, & 18-231-0).
- V. Approval of a request by Pete Quackenboss of Home Depot to host an extended tent sale event in 2018 at 2927 Market Place, Onalaska, WI (Tax Parcel #: 18-3635-4).

UTILITIES COMMITTEE/MASS TRANSIT

- W. Accept Shared Ride Transit Financials

PARKS & RECREATION

- X. Approve Youth T-shirt Printing to Games People Play at a cost of \$6.50 per shirt
Y. Approve 72" Zero Turn Lawn Mower bid to Bobcat of the Coulee Region at a cost not to exceed \$10,283.00
Z. Approve Omni Center sport court flooring cover to Keifer USA at a cost not to exceed \$40,000
AA. Approve Hilltopper Heights Playground project to Miller and Associates at a cost of \$59,900 for equipment and \$5885 for wood mulch
BB. Approve Meier Farm Playground Project to Miller and Associates at a cost of \$65,000 for equipment and \$7060 for wood mulch
CC. Approve Omni Center Mezzanine Project to Cary Specialized Services at a cost not to exceed \$16,589

Non-Consent Agenda

6. RECAP ITEMS PULLED FROM THE CONSENT AGENDA

7. FINANCE COMMITTEE

- A. Vouchers
B. Resolution 12-2018 - Awarding the Sale of \$3,625,000 General Obligation Corporate Purpose Bonds
C. Resolution 13-2018 - Authorizing the Issuance of \$1,570,000 General Obligation Promissory Notes and the Issuance and Sale of \$1,570,000 Note Anticipation Notes in Anticipation Thereof

8. PERSONNEL COMMITTEE

- A. Review and consideration of changes to the Adoni Networks contract for 2018
B. Review and consideration of authorization to replace, post, and advertise for:
1. Administrative Manager position
2. Police Chief position
3. Fire Chief position

9. BOARD OF PUBLIC WORKS

- A. Review and consideration of bids received for 2018 Utility Project
B. Review and consideration of bids received for 2018 Miscellaneous Concrete Project
C. Review and consideration of bids received for 2018 Urban Forestry Project
D. Review and consideration of City owned lands at 300 13th Avenue South designated for future cemetery expansion

10. PLAN COMMISSION

- A. Resolution 11-2018 – Final Resolution to vacate and discontinue a portion of the alley from Locust Street to King Street (between 4th Avenue North and 5th Avenue North), City of Onalaska, La Crosse County, WI (this Resolution will replace in entirety the Resolution adopted at the February 13, 2018 meeting).

11. DISCUSSION ON JOINT MUNICIPAL COURT

- A. Report from City Administrator - Discussion on Joint Municipal Court Agreement and Ordinance
B. Report from Finance Director – Financial Analysis of Joint Municipal Court
C. Report from City Attorney – Cost and Procedure of Circuit Court Alternative

12. REPORT FROM COUNCIL PRESIDENT

- A. Public Comments Made by Individual Council Members
B. Discuss City Administrator/City Attorney Report from February 13, 2018 Common Council Meeting regarding Joint Municipal Court

13. ALDERPERSON EVERY AND ALDERPERSON GJERTSEN

- A. Resolution 14-2018 - Resolution of No Confidence – Coulee Region Joint Municipal Court Judge

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:

- Water damage at residence on 789 St. Paul Street, Onalaska, WI

And to consider a motion to convene in Closed Session under Section 19.85(1)(e) of the Wisconsin Statutes for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons require a closed session:

- Consideration, development and approval of negotiating strategy regarding Town of Medary Fire Contract

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

Adjournment

Rindfleisch, Eric

From: Greg Luce <greg@lacrosseteaparty.com>
Sent: Tuesday, March 13, 2018 12:57 PM
To: Rindfleisch, Eric
Subject: Letter to be read in public input at tonight's meeting. Please confirm.

I really wanted to attend tonight's common council meeting, but had to be out of town for business. I was most interested to hear discussion of judge Brinckman's performance and behavior as our municipal court judge. I was out campaigning Sunday and heard some interesting stories about our failing and embarrassing city government.

At one house I heard from a resident that a family member of his received an OWI a couple of years ago, paid his fine, and the OWI was never prosecuted and it's not on his record. This is completely unacceptable! I'm sure this is just one of the hundreds of cases that got stuck in a box and ignored.

At another house I was told that judge Brinkman had an inappropriate sexual relationship with his former court clerk whom he now blames for the court's problems, and the city is being sued for sexual harassment because we fired her. I have talked to the state department of workforce development equal rights division about this, and they are looking into the matter.

I think it's important to note that in the city's recent rash of scandals that mayor Chilsen and councilman Bob Muth have known about these issues for a long time and did nothing. In the case of chief Trotnic's misconduct I believe they were both legally obligated to bring it to the police and fire commission's attention. In the case of judge Brinckman having inappropriate sexual relations with his clerk, we should expect Muth and Chilsen as elected officials to handle this sort of misconduct swiftly to protect the city.

It is clear to me that mayor Chilsen and councilman Muth have been derelict in their duties. Along with the council just taking a vote of no confidence in judge Brinckman, I am requesting that you also take a vote of no confidence in the mayor and councilman Muth. If it passes, we should demand that they both resign.

Thank you,
Greg Luce
120 Fairway Ct.
Onalaska

2-28-2018 2:14 PM

F O R M S R E G I S T E R

PACKET: 02254 License Packet March Operator

SEQUENCE: License #

Ex. 5-I

ID	PERIOD	-----NAME-----		LICENSE CODE
02501	2/08/18- 6/30/19	HINES	KRISTA	OPRATOR OPERATORS - 2 YEAR
02502	2/08/18- 6/30/19	HEALY	MEGHAN	OPRATOR OPERATORS - 2 YEAR
02503	2/08/18- 6/30/19	NISBET	MICK	OPRATOR OPERATORS - 2 YEAR
02504	2/09/18- 6/30/19	BAUER	ERIN	OPRATOR OPERATORS - 2 YEAR
02508	2/12/18- 6/30/19	SCHELVAN	FERRIN	OPRATOR OPERATORS - 2 YEAR
02509	2/15/18- 6/30/19	POWERS	LOGAN	OPRATOR OPERATORS - 2 YEAR
02513	2/26/18- 6/30/19	WYANT	JEFF	OPRATOR OPERATORS - 2 YEAR
02522	3/6/18 - 6/30/19	BLAZEK	NOLAN	OPRATOR OPERATORS - 2 YEAR



MEMORANDUM

PUBLIC WORKS DEPARTMENT

TO: Common Council

FROM: Jarrod Holter, City Engineer/Director of Public Works *JH*

DATE: March 7, 2018

CC:

RE: Altra Federal Credit Union fiber cable installation

I would offer the following conditions for approval:

- Applicant must follow all permit conditions listed on Wisconsin DOT permit dated 2-2-2018 including special provisions listed on page two. Indemnification, as listed in special provisions with the addition of the City of Onalaska, shall also be included in this approval.
- Facility shall be maintained at no cost to the City of Onalaska
- The City of Onalaska maintains the right to have the Utility relocated or removed upon written direction from the City at owners expense.

special provisions on page two

DT1553 12/2010

APPLICATION / PERMIT TO CONSTRUCT, OPERATE and MAINTAIN UTILITY FACILITIES ON HIGHWAY RIGHT-OF-WAY

Wisconsin Department of Transportation

s.66.0831, 84.08, 85.15, 86.07(2), 86.16, 182.017 and such other applicable Wis. Stats.

<p>1. Applicant (Utility facility owner) Name and Address Altra Federal Credit Union 1700 Oak Forest Drive Onalaska WI 54650</p>	<p>2. Work Start Date 4/13/2018</p>	<p>3. Work Finish Date* 12/13/2018</p>	<p>6. Location Description (¼ section, section, town, range; provide plat map or location sketch) T16N-R7E sec 4</p>	
<p>4. Is the work due to a WisDOT highway project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>			<p>7. Work Location (Check/list all that apply) <input type="checkbox"/> Town: _____ <input type="checkbox"/> Village: _____ <input checked="" type="checkbox"/> City: Onalaska <input type="checkbox"/> County: La Crosse</p>	
<p>5. Applicant Work Order (If any)</p>			<p>8. Highway (Check all that apply) <input checked="" type="checkbox"/> WIS 157 <input checked="" type="checkbox"/> US 53 <input type="checkbox"/> Interstate _____ <input type="checkbox"/> _____</p>	
<p>9. Facility Type (Check all that apply): Size (Diameter, kV, pressure, # fibers, etc.)</p> <p><input checked="" type="checkbox"/> Telecom: _____ <input type="checkbox"/> Electric: _____ <input type="checkbox"/> Gas/Oil: _____ <input type="checkbox"/> Water: _____ <input type="checkbox"/> San Sewer: _____ <input type="checkbox"/> _____</p> <p><input type="checkbox"/> Transmission <input type="checkbox"/> Service: Std <input checked="" type="checkbox"/> Distribution <input type="checkbox"/> Service: Exp</p>	<p>12. Proposed Work Methods (Check all that apply)</p> <p><input type="checkbox"/> Trench <input type="checkbox"/> Plow <input type="checkbox"/> Casing <input type="checkbox"/> Rock blasting <input type="checkbox"/> Open cut pavement</p> <p>Bore: <input type="checkbox"/> Hydraulic (Auger/Jack) <input type="checkbox"/> Pneumatic (Mole) <input type="checkbox"/> Directional 1 (Manually tracked) <input checked="" type="checkbox"/> Directional 2 (Computer tracked) <input type="checkbox"/> Unknown (At this time)</p> <p>Attach to poles/towers: <input type="checkbox"/> New <input type="checkbox"/> Existing <input type="checkbox"/> Guys**</p> <p>(Diameter) _____ (Name of existing owner) _____ (* Provide details for all guy wires on plan sheets)</p> <p>Subsurface utility excavation: <input type="checkbox"/> Water jetting <input type="checkbox"/> Vacuum</p> <p>Tree/vegetation control: <input type="checkbox"/> Cut and/or trim <input type="checkbox"/> Mow <input type="checkbox"/> Chemically treat</p>		<p>13. Work Zone Description (Check all that apply)</p> <p><input type="checkbox"/> Full road closure: detour <input type="checkbox"/> Full road closure: temporary <input type="checkbox"/> Lane closure: without flagging <input type="checkbox"/> Lane closure: with flagging <input type="checkbox"/> Lane encroachment (2 feet or less) <input type="checkbox"/> Intersection/roundabout <input type="checkbox"/> Shoulder/parking lane closure <input type="checkbox"/> Off shoulder: within clear zone <input type="checkbox"/> In R/W: outside clear zone <input type="checkbox"/> Near R/W line: within clear zone <input checked="" type="checkbox"/> Near R/W line: outside clear zone <input type="checkbox"/> Not applicable</p> <p>14. Is the proposed facility near a survey monument? (See HMM 09-15-35) <input type="checkbox"/> Yes (Call: 1-866-568-2852 or e-mail: geodetic@dot.wi.gov) <input type="checkbox"/> No</p>	
<p>10. Facility Orientation (Check all that apply)</p> <p><input checked="" type="checkbox"/> Crossing R/W <input type="checkbox"/> Parallel R/W <input checked="" type="checkbox"/> Underground <input type="checkbox"/> Overhead <input type="checkbox"/> Structure attachment</p>			<p>15. Will any appurtenances be installed with the facility? (If yes, provide a description and/or specification of each item with this application.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>16. Trans 401 project designation? (For all Major projects, provide a formal erosion control plan with this application. See HMM 09-15-55) <input checked="" type="checkbox"/> Minor <input type="checkbox"/> Major</p> <p>17. Are any environmental permits, certifications or approvals required from other regulatory agencies? (If yes, provide a copy of each item or proof of agency coordination with this application.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>11. Work Types (Check all that apply)</p> <p><input checked="" type="checkbox"/> New construction <input type="checkbox"/> Improve/repair existing <input type="checkbox"/> Removal <input type="checkbox"/> Maintenance <input type="checkbox"/> Discontinued, left in place <input type="checkbox"/> Joint installation</p>				

*** NOTE: If the work described is not completed by the "Work Finish Date" specified, this permit is null and void, and the work shall not be completed unless authorized through a subsequent permit or an approved time extension. ANY PERMIT ISSUED IS REVOCABLE.**

<p>18. Utility Person Responsible for Construction Charlie Vogt</p>	<p>(Area Code) Telephone Number (920) 428-4329</p>	<p>19. Utility or Project 24/7 Emergency Contact Roy Brock</p>	<p>(Area Code) Telephone Number 608 791-9323</p>
<p>20. Is the utility a member of Diggers Hotline? <input type="checkbox"/> Yes <input type="checkbox"/> No, provide line-locate number _____</p>		<p>It is understood and agreed that approval is subject to applicant's full compliance with the pertinent statutes, as well as any rules and regulations of other jurisdictional agencies, which may be more restrictive, and with the Wisconsin Department of Transportation's Utility Accommodation Policy (UAP), current edition. http://wisconsindot.gov/Pages/doing-bus/real-estate/permits/utility-uap.aspx</p>	
<p>21. Provide additional project work details, if needed (Continue on back or include separate page) Install fiber optic under USH 53 at WIS 157.</p>			
<p>22. If not employed by applicant, authorized representative's company name and address Roy Brock 5136 Mormon Coulee Rd » La Crosse, WI 54601 608-791-9323 {direct} 608-796-9088 {main}</p>		<p>(Signature of Authorized Representative – If filled via computer, Brush Script font) Roy Brock 2/12/2018 (Date)</p> <p>Vice President (Title and/or print name)</p> <p>608 791-9323 Rbrock@5startel.com (Authorized Representative Telephone Number) (Authorized Representative E-mail Address)</p>	



This permit does not transfer any land; nor give, grant or convey any land right, right in land, nor easement in WisDOT right-of-way. It is not assignable or transferrable. If ownership in a utility facility changes, WisDOT may void and supersede a permit and reissue it to the new owner upon request and with sufficient proof of ownership.

↓ For Wisconsin DOT Use Only ↓

<p><input type="checkbox"/> THE UTILITY SHALL NOTIFY WisDOT 3 DAYS BEFORE STARTING WORK AT: Region contact, title, office address, telephone number, and e-mail address</p>	<p><input type="checkbox"/> REVIEW ALL SUPPLEMENTAL PERMIT PROVISIONS <input type="checkbox"/> REVISIONS MADE to DRAWINGS or OTHER PAGES</p> <p><input type="checkbox"/> Lane Closure System notification required: HMM 09-15-60 <input type="checkbox"/> Insurance or performance bond required <input type="checkbox"/> Joint installation: See permit(s) # _____ <input type="checkbox"/> Private utility (Non-public ownership and/or use) <input type="checkbox"/> Expedited Service Connection Permit <input type="checkbox"/> This permit voids & supersedes # _____ issued: _____ <input type="checkbox"/></p>	<p>Date Application Received</p> <p>Date Application Completed</p> <p>Date Application Denied</p> <p>Permit Issuance Date 2/2/2018</p> <p>Permit Extension Date</p> <p>Permit Number 2018-1040</p>
<p>Mark Goggin (WisDOT Authorized Representative Signature – If filled via computer, Brush Script font)</p>		<p>Permit Number 2018-1040</p>

WisDOT Improvement Project ID Numbers (if applicable)

(WisDOT Authorized Representative Signature – If filled via computer, Brush Script font)

- All traffic control for utility work performed on state trunk highways shall abide by the current *Wisconsin Manual on Uniform Traffic Control Devices (MUTCD)* and any supplements thereto; and the booklet, *Work Zone Safety, Guidelines for Construction, Maintenance, and Utility Operations, March 2013*.
- All utility work shall be planned and implemented with full regard for safety and to minimize interference with traffic, which includes pedestrian and bicycle traffic. On heavily traveled highways, utility work interfering with highway traffic may not be allowed during peak traffic hours. Any such work allowed shall be planned to minimize the closure of intersecting streets, road approaches, and other accesses.
- No utility work shall begin until all appropriate warning signs, devices, and public protection methods are in place and fully functional, which shall be maintained until all utility work is complete.
- All warning signs shall have prismatic, reflectorized sheeting material that complies with section 643.2.12.2 of WisDOT's *Standard Specifications for Highway and Structure Construction*, current edition. Warning signs shall be removed, covered, turned, or laid flat when workers or workers' vehicles are not at the job site or when the signs' messages are not relevant. All barricades and barrels shall be reflectorized with Type H reflective sheeting as a minimum. Cones used during nighttime operations shall be at least 28" in height and reflectorized.
- The utility is responsible to assure that the work site is secure against any hazard to the public at all times until all of the work is completed. Vehicles, equipment and materials, which are in active use at the work site, shall be regulated by the utility as to assure consistently safe conditions.
- Utility hardware or equipment that is located at the work site but not in immediate (same day) use should be stored in a safe location off of the right-of-way. If this is not practical, then the equipment or material may be stored beyond the clear zone as close to the fence or right-of-way line as possible.
- Vehicles and equipment shall have their high intensity flashing (strobe or revolving) and hazard warning lights operating when they are within the clear zone during work operations.
- All department, county, utility, and contractor personnel who are out of their vehicles and within the right-of-way should wear their retro-reflective safety vests at all times.
- All debris, refuse, and waste resulting from the utility's activities shall be removed from the site and motorists' view. Burning of cuttings, brush, or other debris shall not be permitted within the limits of the right-of-way.
- The utility shall be responsible for restoring the highway and the adjacent right-of-way to its original condition within one week after completion of the facility installation.
- Any curb, gutter, pavement, sidewalk, driveway, gravel base, ballast, shouldering material, or other highway element disturbed by the utility shall be restored to the qualities, grades, compactions, conditions, etc., in accordance with the Department's *Standard Specifications for Highway and Structure Construction*, current edition. Any subsequent heavings, settlings, or other faultings attributable to the permitted work shall be repaired in a manner satisfactory to the Department at the utility's expense. [Appendix 96.95 shall be used as a guide for backfilling excavation operations.]

INDEMNIFICATION

This Applicant shall save and hold the State, its officers, employees, agents, and all private and governmental contractors and subcontractors with the State under Chapter 84 Wisconsin Statutes, harmless from actions of any nature whatsoever (including any by Applicant itself) which arise out of, or are connected with, or are claimed to arise out of or be connected with any of the work done by the Applicant, or the construction or maintenance of facilities by the Applicant, pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, (1) while the Applicant is performing its work, or (2) while any of the Applicant's property, equipment, or personnel, are in or about such place or the vicinity thereof, or (3) while any property constructed, placed or operated by or on behalf of Applicant remains on the State's property or right-of-way pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way; including without limiting the generality of the foregoing, all liability, damages, loss expense, claims, demands and actions on account of personal injury, death or property loss to the State, its officers, employees, agents, contractors, subcontractors or frequenters; to the Applicant, its employees, agents, contractors, subcontractors, or frequenters; or to any other persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort, or whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the State, its officers, employees, agents, contractors, subcontractors or frequenters; Applicant, its employees, agents, contractors, subcontractors or frequenters; or any other person. Without limiting the generality of the foregoing, the liability, damage, loss, expense, claims, demands and actions indemnified against shall include all liability, damage, loss, expense, claims, demands and actions for damage to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way in the past or present, or that are located on any highway or State property or right-of-way with or without a permit issued by the State, for any loss of data, information, or material; for trademark, copyright or patent infringement; for unfair competition or infringement of personal or property rights of any kind whatever. The Applicant shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions.

Any transfer, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the State's property or right-of-way pursuant to this permit shall not release Applicant from any of the indemnification requirements of this permit, unless the State is notified of such transfer in writing. Any acceptance by any other person or entity, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the State's property or right-of-way pursuant to this permit, shall include acceptance of all of the indemnification requirements of this permit by the other person or entity receiving ownership or control.

Notwithstanding the foregoing, a private contractor or subcontractor with the State under Chapter 84 Wisconsin Statutes, that fails to comply with sections 66.0831 and 182.0175 Wisconsin Statutes (2007-2008), remains subject to the payment to the Applicant of the actual cost of repair of intentional or negligent damage by the contractor or subcontractor to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, and remains subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the contractor or subcontractor.

Notwithstanding the foregoing, if the State, or its officers, employees and agents, fail to comply with sections 66.0831 and 182.0175 Wisconsin Statutes (2007-2008), the State or its officers, employees and agents, remain subject to the payment to the Applicant of the actual cost of repair of willful and intentional damage by the State, or its officers, employees and agents, to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, and remain subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the State, its officers, employees and agents.

No indemnification of private contractors or subcontractors with the State under Chapter 84 Wisconsin Statutes, shall apply in the event of willful and intentional damage by such private contractors or subcontractors to the property, lines and facilities of the Applicant located on the highway right-of-way pursuant to this permit or any other permit issued by the State for the location of property, lines or facilities on highway right-of-way.

March 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 February 13, 2018.

The total is: \$2,583,949.38

2/14/2018	AP Packet 856 -City Payroll 02/16/18	\$154,554.05
	AP Packet 856 -City Payroll drafts	\$96,879.50
	AP Packet 853 - Fire Payroll 2/16/18	\$2,909.04
	AP Packet 853 - Fire payroll drafts	\$484.10
	AP Packet 2069 - Deferred Payables	\$44,221.74
2/20/2018	AP Packet 2080 - December 2017	\$1,908.74
	AP Packet 2082 - CDA business	\$7,855.86
2/23/2018	AP Packet 2085 - February 2018	\$60,121.42
2/27/2018	AP Packet 2098 - Void	-\$11.59
	AP Packet 2088 - Void	-\$141.23
	AP Pakcet 2093 - January 2018	\$8,576.47
	AP Packet 2094 - January 2018	\$55.00
	AP Packet 2091 - January 2018	\$135.65
2/28/2016	AP Packet 859-City Payroll 03/02/18	\$144,410.20
	AP Packet 859 - City bank drafts	\$89,904.20
	AP Packet 2096 - Deferred payables	\$13,075.83
3/1/2018	AP Packet 2099 - February 2018	\$14,743.57
	AP Packet 2097 - February 2018	\$7,297.03
3/8/2018	AP Packet 2102 - February 2018	\$7,183.87
3/14/2018	AP Packet - March 2018 (including ACH)	\$1,929,785.93
	Total	<u>\$2,583,949.38</u>

Finance Committee Signatures



City of Onalaska

Final Pricing Summary
March 13, 2018

Bradley D. Viegut, Managing Director

bviegut@rwbaird.com
777 East Wisconsin Avenue
Milwaukee, WI 53202
Phone 414.765.3827
rwbaird.com/publicfinance



City of Onalaska

Results of Competitive Bids

\$3,625,000 General Obligation Corporate Purpose Bonds

Bids Received by 10:00 AM (CT)

Tuesday, March 13, 2018

Rank	Bidder	True Interest Cost
1	BOK Financial Securities, Inc.	3.0980%
2	Dougherty & Company LLC	3.1684%
3	Northland Securities, Inc.	3.1916%
4	Bernardi Securities, Inc.	3.3566%

\$1,570,000 Note Anticipation Notes

Bids Received by 10:00 AM (CT)

Tuesday, March 13, 2018

Rank	Bidder	True Interest Cost
1	BOK Financial Securities, Inc.	2.0729%
2	Northland Securities, Inc.	2.4392%

City of Onalaska

Issue Summary

Description:	General Obligation Corporate Purpose Bonds	Note Anticipation Notes
Amount:	\$3,625,000	\$1,570,000
Dated & Settlement Date:	April 3, 2018	April 3, 2018
Maturities:	October 1, 2020 - 2037	July 1, 2019
First Interest Payment:	October 1, 2018	July 1, 2018
First Call Date:	October 1, 2026	April 1, 2019
Moody's Rating:	Aa2	MIG 1
True Interest Cost:	3.0980%	2.0729%
Winning Bidder/Purchaser:	BOK Financial Securities, Inc.	BOK Financial Securities, Inc.

City of Onalaska

Financing Illustration

YEAR DUE	NET EXISTING DEBT SERVICE (A)	EXISTING MILL RATE (B)	\$1,570,000 NOTE ANTICIPATION NOTES - FINAL Dated April 3, 2018 (First interest 7/1/18)		\$3,625,000 G.O. CORPORATE PURPOSE BONDS - FINAL Dated April 3, 2018 (First interest 10/1/18)			NET DEBT SERVICE	NET MILL RATE (B)	COMBINED DEBT SERVICE	COMBINED MILL RATE (B)	YEAR DUE
			Callable: 4/1/19 ; Mature: 7/1/19	TIC=	PRINCIPAL (10/1)	INTEREST (4/1 & 10/1)	LESS: BID PREMIUM					
2018	\$3,880,991	\$2.12		\$8,155		\$61,511	(\$61,511)	\$0	\$0.00	\$3,880,991	\$2.12	2018
2019	\$3,822,849	\$2.09		\$33,363		\$124,404	(\$18,521)	\$105,882	\$0.06	\$3,928,732	\$2.15	2019
2020	\$3,547,649	\$1.94			\$150,000	\$124,404		\$274,404	\$0.15	\$3,822,053	\$2.09	2020
2021	\$3,159,887	\$1.73			\$155,000	\$118,404		\$273,404	\$0.15	\$3,433,290	\$1.88	2021
2022	\$3,077,979	\$1.68			\$160,000	\$112,204		\$272,204	\$0.15	\$3,350,182	\$1.83	2022
2023	\$3,052,430	\$1.67			\$165,000	\$105,804		\$270,804	\$0.15	\$3,323,233	\$1.82	2023
2024	\$2,886,230	\$1.58			\$170,000	\$99,204		\$269,204	\$0.15	\$3,155,433	\$1.73	2024
2025	\$2,748,214	\$1.50			\$175,000	\$92,404		\$267,404	\$0.15	\$3,015,618	\$1.65	2025
2026	\$2,614,889	\$1.43			\$180,000	\$85,404		\$265,404	\$0.15	\$2,880,293	\$1.58	2026
2027	\$2,247,531	\$1.23			\$190,000	\$78,204		\$268,204	\$0.15	\$2,515,735	\$1.38	2027
2028	\$1,243,211	\$0.68			\$195,000	\$72,504		\$267,504	\$0.15	\$1,510,715	\$0.83	2028
2029	\$1,060,252	\$0.58			\$200,000	\$66,654		\$266,654	\$0.15	\$1,326,906	\$0.73	2029
2030	\$1,063,750	\$0.58			\$210,000	\$60,654		\$270,654	\$0.15	\$1,334,404	\$0.73	2030
2031	\$969,540	\$0.53			\$215,000	\$54,354		\$269,354	\$0.15	\$1,238,894	\$0.68	2031
2032	\$857,069	\$0.47			\$225,000	\$47,904		\$272,904	\$0.15	\$1,129,973	\$0.62	2032
2033	\$739,850	\$0.40			\$230,000	\$40,873		\$270,873	\$0.15	\$1,010,722	\$0.55	2033
2034	\$569,775	\$0.31			\$240,000	\$33,685		\$273,685	\$0.15	\$843,460	\$0.46	2034
2035	\$414,625	\$0.23			\$245,000	\$25,765		\$270,765	\$0.15	\$685,390	\$0.38	2035
2036	\$201,825	\$0.11			\$255,000	\$17,680		\$272,680	\$0.15	\$474,505	\$0.26	2036
2037					\$265,000	\$9,010		\$274,010	\$0.15	\$274,010	\$0.15	2037
	<u>\$38,158,546</u>				<u>\$3,625,000</u>	<u>\$1,431,026</u>	<u>(\$80,032)</u>	<u>\$4,975,994</u>	<u>\$4,975,994</u>	<u>\$43,134,539</u>		

(A) Net of BABs subsidy, Water, Sewer, Storm Water, Tourism, and Room Tax projected revenues. Assumes BABs subsidy reduced by 6.6% 2018-2025 (Sequestration).

(B) Mill rate based on 2017 Assessed Valuation of \$1,827,552,600 with annual growth of 0.00%.

CREDIT OPINION

7 March 2018

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Onalaska (City of) WI

Update to credit analysis

Summary

The City of Onalaska (Aa2) credit attributes include a moderately sized, and expanding tax base, located near the city of [La Crosse](#) (Aa2); strong financial operations characterized by a trend of surpluses, ample reserves, and a moderate pension burden. These credit strengths are balanced against the state's restrictive revenue raising environment, and high debt burden.

Credit strengths

- » Proximity to regional economic hub of La Crosse, with a multi-year trend of valuation growth
- » Sound financial operations characterized by trend of surplus operations and healthy reserves

Credit challenges

- » Elevated direct and overall debt burden
- » Limited revenue raising flexibility due to state imposed levy limits

Rating outlook

Outlooks are generally not assigned to local government credits with this amount of debt.

Factors that could lead to an upgrade

- » Moderation of debt levels
- » Sustained growth and expansion of the city's tax base and economy

Factors that could lead to a downgrade

- » Material growth in the city's debt burden and fixed costs
- » Material declines in available reserves and liquidity
- » Contraction of the city's tax base or a weakened demographic profile

Key indicators

Exhibit 1

Onalaska (City of) WI	2012	2013	2014	2015	2016
Economy/Tax Base					
Total Full Value (\$000)	\$1,603,962	\$1,662,877	\$1,733,947	\$1,781,195	\$1,835,270
Population	17,740	17,973	18,148	18,255	18,697
Full Value Per Capita	\$90,415	\$92,521	\$95,545	\$97,573	\$98,159
Median Family Income (% of US Median)	119.0%	114.6%	108.6%	106.5%	106.5%
Finances					
Operating Revenue (\$000)	\$11,822	\$11,757	\$12,397	\$12,658	\$12,758
Fund Balance (\$000)	\$6,949	\$7,246	\$7,813	\$7,828	\$7,848
Cash Balance (\$000)	\$6,869	\$7,487	\$8,380	\$8,126	\$8,674
Fund Balance as a % of Revenues	58.8%	61.6%	63.0%	61.8%	61.5%
Cash Balance as a % of Revenues	58.1%	63.7%	67.6%	64.2%	68.0%
Debt/Pensions					
Net Direct Debt (\$000)	\$27,587	\$33,201	\$32,980	\$32,830	\$42,062
3-Year Average of Moody's ANPL (\$000)	\$3,195	\$3,984	\$6,114	\$8,968	\$13,121
Net Direct Debt / Operating Revenues (x)	2.3x	2.8x	2.7x	2.6x	3.3x
Net Direct Debt / Full Value (%)	1.7%	2.0%	1.9%	1.8%	2.3%
Moody's - adjusted Net Pension Liability (3-yr average) to Revenues (x)	0.3x	0.3x	0.5x	0.7x	1.0x
Moody's - adjusted Net Pension Liability (3-yr average) to Full Value (%)	0.2%	0.2%	0.4%	0.5%	0.7%

The table above reflects data through the close of fiscal 2016.

Source: Moody's Investor's Service; Onalaska audited financial statements; US Census Bureau

Profile

The City of Onalaska is located directly north of the City of La Crosse, encompassing approximately 12.5 square miles in [La Crosse County](#) (Aa1). The city provides a variety of municipal services to roughly 18,700 residents.

Detailed credit considerations

Economy and tax base: expanding tax base near La Crosse

The city's tax base will likely continue to grow due to its proximity to a regional economic center and ongoing development. Onalaska is located directly north of the City of La Crosse in La Crosse County, and has experienced notable residential and commercial growth in recent years due largely to its favorable location and easy access to Interstate 90. The \$1.9 billion tax base is primarily residential (63.1% of 2017 equalized value), with a significant commercial presence (33.5%), with annual growth averaging a solid 3.6% between 2013 and 2017. The local economy benefits from a large health care presence, with [Gundersen Lutheran medical center](#) (A1 stable) serving as both the largest employer (1,143 employees) and taxpayer (3.2% of assessed valuation) and a [Mayo Clinic](#) (Aa2 stable) branch hospital, which comprised 1.1% of 2017 assessed valuation.

Onalaska has experienced significant population growth over the past several decades, with the population nearly doubling between the 1980 (9,249 residents) and 2010 (17,736 residents) census counts, and increased 2.9% to an estimated population of 18,255 in 2015. Resident wealth levels slightly exceed national averages, with median family income equal to 106.5% of the nation. La Crosse County's December 2017 unemployment rate was a low 2.3%.

Financial operations and reserves: healthy financial operations with strong reserves

The city's financial position is expected to remain strong due to a trend of operating surpluses. The city's General Fund has posted more than ten consecutive operating surpluses, including a fiscal 2016 surplus of \$420,000 which increased the available General Fund balance to \$7.8 million, or a strong 86.9% of revenues. Across all operating funds (General and Debt Service Funds), available

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fund balance totaled \$7.8 million, or 61.5% of total operating revenues. Unaudited 2017 estimates project a General Fund surplus of \$104,000. The fiscal 2018 budget is balanced. The city's largest source of revenue is property taxes, which comprised 75.4% of fiscal 2016 operating fund revenues, followed by state aid (12.5%) and licenses and permit fees (4.0%).

The city-owned Omni Center has historically required around \$180,000 in General Fund support for operations. In fiscal 2015, the Omni Center Fund began receiving a portion of the city's room tax revenues. In fiscal 2016, the fund closed with an operating deficit of \$23,000 and a deficit unrestricted net position of \$96,000. However, fiscal 2017 unaudited estimates reflect a \$5,700 surplus. Officials anticipate balanced operations in 2018.

LIQUIDITY

The city closed fiscal 2016 with a net cash position of \$8.7 million, or a healthy 68.0% of operating revenues.

Debt and pensions: elevated debt burden with a moderate pension burden

The city's debt burden is high and will likely remain so given future borrowing plans. The city's net direct and overall debt burdens are high at 2.2% and 4.6% of full valuation, respectively. Onalaska's elevated overall debt burden is largely due to significant borrowing by overlapping units of government, particularly [Onalaska School District \(Aa2\)](#), La Crosse County and the [Western Technical College District \(Aa2\)](#). Relative to the city's operating revenues, the city's net direct debt is higher at 3.3x. The city plans to issue approximately \$3.5 million in general obligation (GO) debt in fiscal 2019 in conjunction with its capital improvement plan.

Net approximately \$3.1 million in refunding bond proceeds, the city's debt service was around \$2 million, or approximately 15.7% of revenues. Overall fixed costs (combined debt service, and pension benefit expenditures) totaled \$2.5 million and 19.9% of 2016 operating revenues.

Onalaska participates in the Wisconsin Retirement System (WRS), a statewide cost sharing plan. Employer contributions to WRS in fiscal 2015 were \$543,000 or a low 4.3% of the operating revenue.

DEBT STRUCTURE

All of the city's debt is fixed rate. Principal amortization is slightly below average with 73.6% of debt retired within 10 years. The city has one series of note anticipation notes (NANs) outstanding totaling \$1.6 million, which are secured by the city's pledge to issue general obligation debt prior to maturity. The NANs mature in July 1, 2019 and the city plans to issue long term GO debt to refinance the outstanding NANs in April 2019.

DEBT-RELATED DERIVATIVES

The city is not a party to any interest rate swap or derivative agreements.

PENSIONS AND OPEB

Moody's adjusted net pension liability (ANPL) for Onalaska, under our methodology for adjusting reported pension data, was \$14.7 million in fiscal 2016, an increase from the fiscal 2014 ANPL of \$10.4 million. The increase reflects various factors, including plan asset underperformance relative to plan assumptions, and the decline in the Citi Pension Liability Index rate, which is the market-based discount rate we use to calculate the ANPL. Despite the increase in ANPL, Onalaska's ANPL remains modest at 1.2x operating revenue and 0.8% of full value. The city does not offer any other post-employment benefits (OPEB).

Moody's ANPL figure reflects the use of the Citi Pension Liability Index rate to value liabilities. The ANPL reflects the allocation of WRS liabilities to participating employers, which is a required reporting standard under GASB effective fiscal 2015. The ANPL is not intended to replace the city's reported liability information but is used to enhance comparability with other rated entities.

Management and governance: moderate institutional framework with conservative management

City management is strong, utilizing conservative budgeting and a multi-year capital plan to maintain operating reserves over the long term. The city's formal policy is to keep unassigned reserves between 25% and 40% of revenues, a level which it currently exceeds.

Wisconsin cities have an Institutional Framework score of A, which is moderate. Institutional Framework scores measure a sector's legal ability to increase revenues and decrease expenditures. The sector's major revenue source, property tax revenue, is subject to a cap that restricts cities from increasing their operating property tax levies except to capture amounts represented by net new construction growth. Revenues and expenditures tend to be predictable. Across the sector, fixed and mandated costs are generally high.

Expenditures are somewhat flexible, as collective bargaining is allowed for public safety employees but is curbed for non-public safety employees.

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REPORT NUMBER 1115182

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RESOLUTION NO. 12-2018

**RESOLUTION AWARDING THE SALE OF \$3,625,000
GENERAL OBLIGATION CORPORATE PURPOSE
BONDS**

WHEREAS, on February 13, 2018, the Common Council of the City of Onalaska, La Crosse County, Wisconsin (the "City") adopted initial resolutions authorizing the issuance of general obligation bonds in the following amounts and for the following public purposes: \$175,000 for parks and public grounds projects; and \$3,450,000 for street improvement projects (collectively, the "Initial Resolutions");

WHEREAS, pursuant to the provisions of Section 67.05, Wisconsin Statutes, within 15 days following the adoption of the Initial Resolutions, the City Clerk caused a notice to electors to be published in the Coulee-Courier, stating the purpose and maximum principal amount of the bond issues authorized by the Initial Resolutions and describing the opportunity and procedure for submitting a petition requesting a referendum on the bond issues authorized by the Initial Resolutions;

WHEREAS, to date, no petition for referendum has been filed with the City Clerk, and the time to file such a petition shall expire on March 15, 2018;

WHEREAS, on February 13, 2018, the Common Council of the City also adopted a resolution (the "Set Sale Resolution"), providing that the general obligation bond issues authorized by the Initial Resolutions be combined, issued and sold as a single issue of bonds designated as "General Obligation Corporate Purpose Bonds" (the "Bonds") for the purpose of paying the cost of the projects described in the Initial Resolutions (collectively, the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation bonds for such public purposes;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Robert W. Baird & Co. Incorporated ("Baird") to take the steps necessary to sell the Bonds to pay the cost of the Project;

WHEREAS, Baird, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on March 13, 2018;

WHEREAS, the City Clerk (in consultation with Baird) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on March 13, 2018;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. Baird has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the Common Council now deems it necessary, desirable and in the best interest of the City that the Bonds be issued in the aggregate principal amount of \$3,625,000 for purposes authorized in the Initial Resolutions.

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

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by Baird are hereby ratified and approved in all respects. All actions taken by officers of the City and Baird in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of THREE MILLION SIX HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$3,625,000) from the Purchaser in accordance with the terms and conditions of the Proposal. Subject to the condition that no valid petition for referendum is timely filed, the Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Corporate Purpose Bonds"; shall be issued in the aggregate principal amount of \$3,625,000; shall be dated April 3, 2018; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on

October 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2018. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on October 1, 2027 and thereafter are subject to redemption prior to maturity, at the option of the City, on October 1, 2026 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

【If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.】

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2018 through 2036 for payments due in the years 2018 through 2037 in the amounts set forth on the Schedule. The amount of tax levied in the year 2018 shall be the total amount of debt service due on the Bonds in the years 2018 and 2019; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of interest on the Bonds in the year 2018.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The City hereby appropriates from proceeds of the Bonds or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay debt service on the Bonds coming due in 2018 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Corporate Purpose Bonds" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 13. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and

the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded March 13, 2018.

CITY OF ONALASKA

Joe Chilsen
Mayor

Caroline L. Burmaster
City Clerk

(SEAL)

EXHIBIT A

Official Notice of Sale

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT C

Winning Bid

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on October 1, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on October 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on October 1, _____

<u>Redemption</u> <u>Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, _____

<u>Redemption</u> <u>Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, _____

<u>Redemption</u> <u>Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, _____

<u>Redemption</u> <u>Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
LA CROSSE COUNTY
NO. R-____ CITY OF ONALASKA \$_____
GENERAL OBLIGATION CORPORATE PURPOSE BOND

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
October 1, _____ April 3, 2018 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Onalaska, La Crosse County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2018 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$3,625,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the following public purposes: \$_____ for financing parks and public grounds projects and \$_____ for financing street improvement projects,

as authorized by resolutions adopted on February 13, 2018 and March 13, 2018. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Bonds maturing on October 1, 2027 and thereafter are subject to redemption prior to maturity, at the option of the City, on October 1, 2026 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

【The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution awarding the Bonds, at the redemption price of par plus accrued interest to the date of redemption and without premium.】

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together

with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Onalaska, La Crosse County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF ONALASKA
LA CROSSE COUNTY, WISCONSIN

By: _____
Joe Chilsen
Mayor

(SEAL)

By: _____
Caroline L. Burmaster
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolutions of the City of Onalaska, La Crosse County, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

Ex. 7-C

RESOLUTION NO. 13-2018

**RESOLUTION AUTHORIZING THE ISSUANCE OF
\$1,570,000 GENERAL OBLIGATION PROMISSORY
NOTES AND THE ISSUANCE AND SALE OF \$1,570,000
NOTE ANTICIPATION NOTES IN ANTICIPATION
THEREOF**

WHEREAS, on February 13, 2018, the Common Council of the City of Onalaska, La Crosse County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of Note Anticipation Notes (the "Notes") for public purposes, including acquiring municipal equipment and constructing municipal building improvements and various sanitary sewer, water system and storm sewer improvements (collectively, the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, cities are authorized by the provisions of Chapter 67, Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and covenant to issue general obligation promissory notes (the "Securities") to provide permanent financing for the Project;

WHEREAS, the Securities have not yet been issued or sold;

WHEREAS, cities are authorized by the provisions of Section 67.12(1)(b), Wisconsin Statutes, to issue note anticipation notes in anticipation of receiving the proceeds from the issuance and sale of the Securities;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance and sale of note anticipation notes pursuant to Section 67.12(1)(b), Wisconsin Statutes, in anticipation of receiving the proceeds from the issuance and sale of the Securities, to provide interim financing for the Project;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Robert W. Baird & Co. Incorporated ("Baird") to take the steps necessary to sell the Notes;

WHEREAS, Baird, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on March 13, 2018;

WHEREAS, the City Clerk (in consultation with Baird) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on March 13, 2018;

WHEREAS, the City has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. Baird has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

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

Section 1. Authorization of Securities. The City hereby authorizes the issuance and declares its intention and covenants to issue the Securities pursuant to the provisions of Chapter 67, Wisconsin Statutes, in an amount sufficient to retire any outstanding Notes. There is hereby levied on all the taxable property in the City a direct, annual, irrevocable tax sufficient to pay the interest on said Securities as it becomes due, and also to pay and discharge the principal thereof.

Section 2A. Ratification of the Official Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Official Notice of Sale and any other offering materials prepared and circulated by Baird are hereby ratified and approved in all respects. All actions taken by officers of the City and Baird in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 2B. Authorization and Award of the Notes. In anticipation of the sale of the Securities, for the providing interim financing for the Project, there shall be borrowed pursuant to Section 67.12(1)(b), Wisconsin Statutes, the principal sum of ONE MILLION FIVE HUNDRED SEVENTY THOUSAND DOLLARS (\$1,570,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rate set forth on the Proposal.

Section 3. Terms of the Notes. The Notes shall be designated "Note Anticipation Notes"; shall be issued in the aggregate principal amount of \$1,570,000; shall be dated April 3, 2018; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1; and shall bear interest at the rate per annum and mature on July 1, 2019 as set forth on the schedule attached hereto as Exhibit D and incorporated herein by this reference (the "Schedule").

Interest shall be payable semi-annually on January 1 and July 1 of each year commencing on July 1, 2018. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 4. Redemption Provisions. The Notes are subject to redemption prior to maturity, at the option of the City, on April 1, 2019 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 5. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 6. Security. The Notes shall in no event be a general obligation of the City and do not constitute an indebtedness of the City nor a charge against its general credit or taxing power. No lien is created upon the Project or any other property of the City as a result of the issuance of the Notes. The Notes shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds are hereby declared to constitute a special trust fund, hereby created and established, to be held by the City Clerk or City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid. The City hereby agrees that, in the event such monies are not sufficient to pay the principal of and interest on the Notes when due, if necessary, the City will pay such deficiency out of its annual general tax levy or other available funds of the City; provided, however, that such payment shall be subject to annual budgetary appropriations therefor and any applicable levy limits; and provided further, that neither this Resolution nor any such payment shall be construed as constituting an obligation of the City to make any such appropriation or any further payments.

Section 7. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Note Anticipation Notes" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any proceeds of the Notes representing capitalized interest on the Notes or other funds appropriated by the City for payment of interest on the Notes, as needed to pay the interest on the Notes when due; (iii) proceeds of the Securities (or other obligations of the City issued to pay principal of or interest on the Notes); (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due and which are appropriated by

the Common Council for that purpose; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided that such monies may be invested in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Said account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until the Notes are fully paid or otherwise extinguished, and shall at all times be invested in a manner that conforms with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 8. Covenants of the City. The City hereby covenants with the owners of the Notes as follows:

(A) It shall issue and sell the Securities as soon as practicable, as necessary to provide for payment of the Notes;

(B) It shall segregate the proceeds derived from the sale of the Securities into the special trust fund herein created and established and shall permit such special trust fund to be used for no purpose other than the payment of principal of and interest on the Notes until paid. After the payment of principal of and interest on the Notes in full, said trust fund may be used for such other purposes as the Common Council may direct in accordance with law; and,

(C) It shall maintain a debt limit capacity such that its combined outstanding principal amount of general obligation bonds or notes or certificates of indebtedness and the \$1,570,000 authorized for the issuance of the Securities to provide for the payment of the Notes shall at no time exceed its constitutional debt limit.

Section 9. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which

obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 10. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 11. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 12. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 13. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers

whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 14. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 15. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 16. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 17. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the

Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 18. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 19. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 20. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded March 13, 2018.

CITY OF ONALASKA

Joe Chilsen
Mayor

Caroline L. Burmaster
City Clerk

(SEAL)

EXHIBIT A

Official Notice of Sale

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT C

Winning Bid

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D

Debt Service Schedule

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
LA CROSSE COUNTY
NO. R-___ CITY OF ONALASKA \$_____
NOTE ANTICIPATION NOTE

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
July 1, 2019 April 3, 2018 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the City of Onalaska, La Crosse County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on January 1 and July 1 of each year commencing on July 1, 2018 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

This Note is one of an issue of Notes aggregating the principal amount of \$1,570,000, all of which are of like tenor, except as to denomination, issued by the City pursuant to the provisions of Section 67.12(1)(b), Wisconsin Statutes, in anticipation of the sale of general obligation promissory notes (the "Securities"), to provide interim financing for public purposes, including acquiring municipal equipment and constructing municipal building improvements and various sanitary sewer, water system and storm sewer improvements (the "Project"), as authorized by a resolution adopted on March 13, 2018. Said resolution is recorded in the official minutes of the Common Council for said date.

This Note shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds have been declared to constitute a special trust fund to be held by the City Clerk or City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid.

The City has authorized the issuance of the Securities and has covenanted to issue the Securities in an amount sufficient to repay the Notes pursuant to said resolution. **THE NOTES ARE NOT A GENERAL OBLIGATION OF THE CITY AND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION NOR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. NO LIEN IS CREATED UPON THE PROJECT OR ANY OTHER PROPERTY OF THE CITY AS A RESULT OF THE ISSUANCE OF THE NOTES.**

The Notes are subject to redemption prior to maturity, at the option of the City, on April 1, 2019 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation and date of the Notes called for redemption, CUSIP number, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time. The City has authorized and covenanted to issue and sell the Securities, the sale of which this Note anticipates, as soon as practicable and to set aside the proceeds of the Securities into a special trust fund for the payment of the principal of and interest on this Note.

This Note has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Onalaska, La Crosse County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF ONALASKA
LA CROSSE COUNTY, WISCONSIN

By: _____
Joe Chilsen
Mayor

(SEAL)

By: _____
Caroline L. Burmaster
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolution of the City of Onalaska, La Crosse County, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

CITY OF ONALASKA
BID OPENING
2018 Utility Project
 March 13, 2018 @ 11:00 AM

Contractor	Bidders Proof	Bid Bond	Base Bid	Bid Alt #1	Bid Alt #2	Total Bid
BADGER ENVIRONMENTAL	X	X	\$1,669,655.50	\$24,409.25	\$33,250.00	\$1,727,314.75
MCHUGH EXCAVATING	X	X	\$1,695,218.00	\$31,989.65	\$36,100.00	\$1,763,307.65
A-1 EXCAVATING	X	X	\$1,761,000.00	\$23,227.50	\$36,100.00	\$1,820,327.50
HAAS SONS	X	X	\$1,740,277.00	\$28,481.00	\$34,200.00	\$1,802,958.00
GERKE EXCAVATING	X	X	\$1,643,880.50	\$34,900.50	\$29,830.00	\$1,708,611.00

RECOMMEND AWARD BID TO: GERKE EXCAVATING

CITY OF ONALASKA

BID OPENING

2018 Miscellaneous Concrete

March 13, 2018 @ 10:00 AM

Contractor	Bidders Proof	Bid Bond	Bid Amount
FOWLER & HAMMER	X	X	\$93,263.75
STEIGER CONSTRUCTION	X	X	\$85,087.50
PEMBER COMPANIES	X	X	\$115,685.50

RECOMMEND AWARD BID TO: STEIGER CONSTRUCTION

CITY OF ONALASKA
BID OPENING
2018 Urban Forestry Program
March 13, 2018 @ 1:00 PM

Contractor	Bidders Proof	Bid Bond	Bid Amount
HOFFMAN & MCNAMARA CO.	X	X	\$36,889.00
KREIBICH LANDSCAPING	X	X	\$39,407.00

RECOMMEND AWARD BID TO: HOFFMAN & MCNAMARA CO.



MEMORANDUM

PUBLIC WORKS DEPARTMENT

Ex. 9-D

TO: Board of Public Works

FROM: Jarrod Holter, City Engineer/Director of Public Works *JH*

DATE: February 27, 2018

CC:

RE: City owned land at 300 13th Avenue South

Recently discussion has occurred regarding the possible sale of City owned lands at 300 13th Avenue South. This land was originally purchased in 2012 for possible cemetery expansion at a cost of \$180,000. No dates have been established or approved for such cemetery expansion since the purchase of the property. I would offer the following information:

- Proposed site would contain approximately 528 traditional grave plots, not including possible use of the Hickory Street right of way. With 2018 grave cost of \$820 each; an estimated revenue of \$433,000 could be obtained from future grave sales.
- Development into cemetery site, for internment ready lots, is estimated to be \$75,000 to \$100,000. This cost could be reduced with the use of City staff to perform portions of the work.
- City sponsored appraisal, performed in November 2007, assumed this site could develop into 8 City residential lots. Development costs at the site would include grading, tree removal, City water, City sanitary sewer, storm water facilities, and street construction. Infrastructure to get the site into lots ready for sale could range from \$50,000 to \$75,000+, depending on design. Currently the site lacks good access to sanitary sewer at a depth to serve the entire parcel. Based upon current single family lot prices within the City, it is anticipated that lots on this site could be in the range of \$50,000 to \$70,000 each depending upon market conditions.
- The current cemetery site has 1,249 remaining grave lots. At the current absorption rate of 50 per year (average sales for past few years) the cemetery will be full within the next 25 years.

No sites outside the current cemetery area have been studied for future use. If further questions arise please contact me to discuss.

Legend

 CityCemeteryParcels

**300 13th Ave S
2.3 Acres**

HICKORY ST

13TH AVES

GREEN ST



1 in = 70 ft

GIS Dept

Map Designer: Joe Barstow
Date: 02/28/2018

Legend
 CityCemeteryParcels



**1200 Main St
9.1 Acres**

**201 12th Ave S
4.5 Acres**

**300 13th Ave S
2.3 Acres**



GIS Dept
Map Designer: Joe Barstow
Date: 02/28/2018



1 in = 150 ft

RESOLUTION NO. 11-2018

Ex. 10-A

**FINAL RESOLUTION TO VACATE AND DISCONTINUE
A PORTION OF THE ALLEY FROM LOCUST STREET TO KING STREET BETWEEN
4TH AVENUE NORTH & 5TH AVENUE NORTH
CITY OF ONALASKA, LA CROSSE COUNTY, WISCONSIN**

WHEREAS on December 12, 2017 the Common Council of the City of Onalaska approved and passed Preliminary Resolution 33-2017 to vacate and discontinue a portion of the alley from Locust Street to King Street between 4th Avenue North & 5th Avenue North, particularly described in Exhibit A, as attached, in the City of Onalaska;

AND, WHEREAS, a notice of public hearing concerning said vacation and discontinuance was published and provided in accordance with Sec. 66.1003, Stats.;

AND, WHEREAS, a public hearing was held on February 13, 2018 at 7:00 p.m. regarding said vacation;

AND, WHEREAS, the vacation of a portion of the alley from Locust Street to King Street between 4th Avenue North & 5th Avenue North is in the public interest as the vacation enable the abutting property owner to better utilize the vacated land;

NOW, THEREFORE BE IT RESOLVED, that the Common Council of the City of Onalaska, La Crosse County, Wisconsin does hereby vacate that portion of the alley from Locust Street to King Street between 4th Avenue North & 5th Avenue North, which is more particularly described on Exhibit A which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED, that this Final Resolution shall replace Resolution 11-18 in entirety that was previously approved on February 13, 2018.

BE IT FURTHER RESOLVED, that a certified copy of this Final Resolution together with a map showing the location of the vacated road shall be recorded in the Office of the Register of Deeds for La Crosse County, Wisconsin.

Dated this 13th day of March, 2018

CITY OF ONALASKA

BY: _____
Joe Chilsen, Mayor

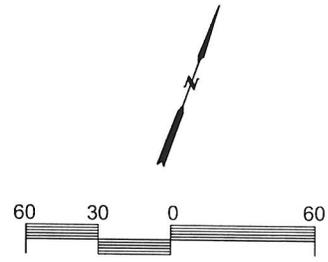
Caroline Burmaster, City Clerk

Passed:
Approved:
Published:

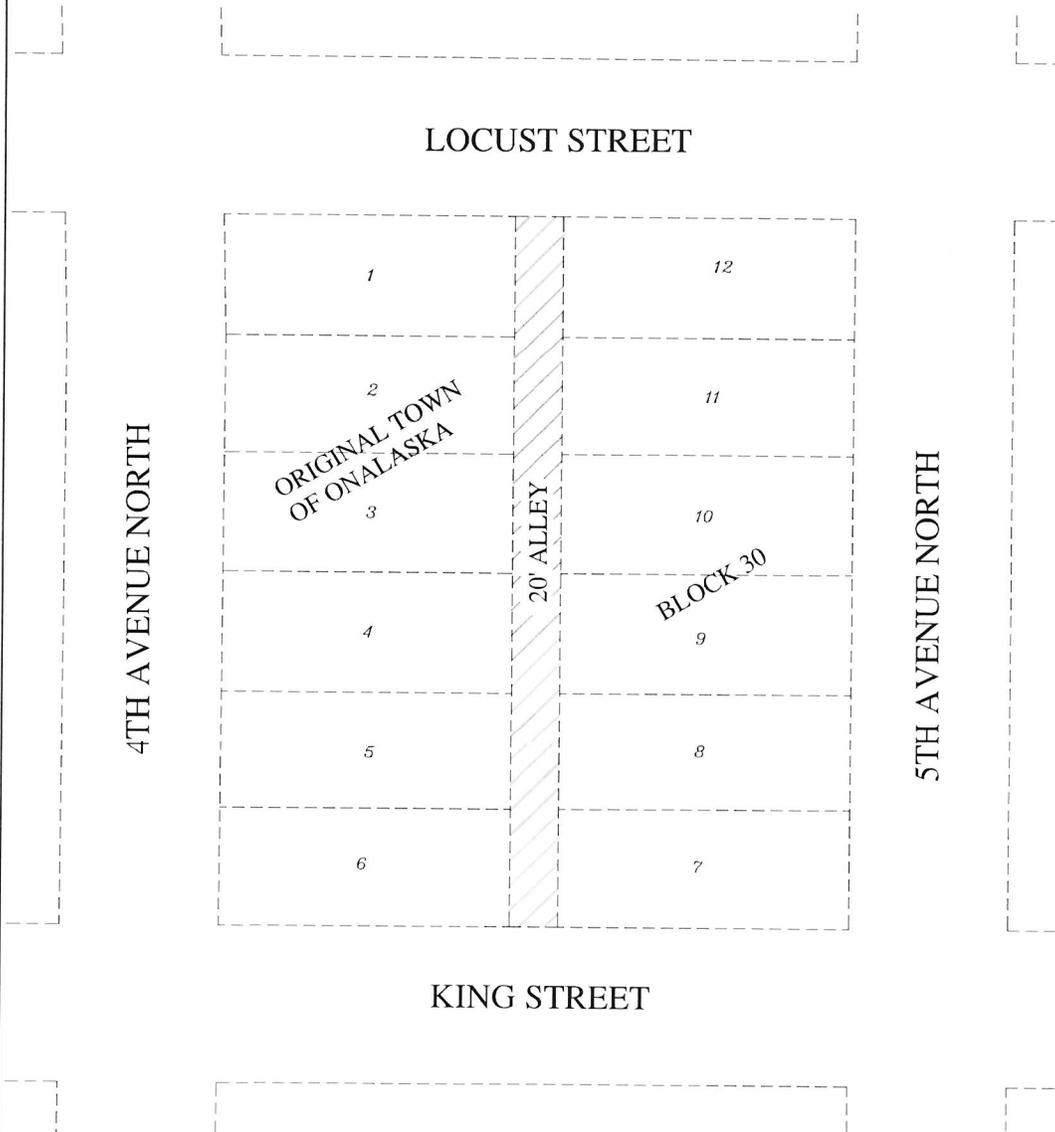
ALLEY VACATION MAP

DESCRIPTION

THE PLATTED 20 FOOT WIDE ALLEY THAT ABUTS LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, AND 12 IN BLOCK 30 OF THE ORIGINAL TOWN OF ONALASKA PLAT, LYING SOUTH OF LOCUST STREET AND NORTH OF KING STREET, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 5, TOWNSHIP 16 NORTH, RANGE 7 WEST, CITY OF ONALASKA, LA CROSSE COUNTY, WISCONSIN.



SCALE: 1"=60'



Ex. 11-A

AGREEMENT FOR THE ESTABLISHMENT AND
OPERATION OF A JOINT MUNICIPAL COURT

This Agreement is entered into this 14th day of November, 2003 by and between the City of Onalaska, the Town of Campbell, the Town of Shelby, the Village of Bangor, the Village of Holmen, the Village of Rockland, and the Village of West Salem, hereinafter referred to as "member municipalities".

WHEREAS, Sec. 755.01(1) Wis. Stats, provides that any municipality may establish a municipal court to be maintained at the expense of the municipality,

AND, WHEREAS Sec. 755.01(4) Wis. Stats, provides that two or more cities, towns or villages may enter into an agreement under Section 66.0301 Wis. Stats., for the joint exercise of the power granted under Section 755.01(1), after enactment of identical ordinance by each affected City, Town or Village,

AND, WHEREAS the municipalities which are parties to this agreement have enacted identical ordinances thereby creating and establishing a joint municipal court to serve said municipalities,

AND, WHEREAS the municipalities have expressed willingness to enter into a contract for the operation of said joint municipal court and for, the equitable sharing of the costs thereof, pursuant to Section 66.0301 Wis. Stats.,

NOW THEREFORE, in consideration of the benefits to be derived by each municipality from the operation of the joint municipal court, the member municipalities contract and agree as follows:

1. GENERAL. The joint municipal court shall be organized and shall operate pursuant to Chapter 755, Wis. Stats., and the ordinances adopted by the member municipalities, and the terms of this Agreement. In the event of conflicts between this Agreement and the statutes, the provisions of Wisconsin Statutes shall prevail. The joint municipal court shall commence operation on January 1, 2004.

2. ORGANIZATION. Except for matters required by statute to be determined by the respective governing bodies or member municipalities, the general operation of the court shall be by the judge and the Municipal Court Committee.

3. MUNICIPAL COURT COMMITTEE.

(a) Composition. The Municipal Court Committee shall be comprised of one representative of each member municipality who shall be appointed by the Mayor, President or Chair of the member municipality, subject to confirmation by the respective governing body, and in addition, one member who shall be a police chief of a member municipality. The initial member Chief shall be the Chief of Police of Onalaska. The Chief's position shall be replaced on a yearly basis by means of rotation among the chiefs. Chiefs will rotate as follows: Onalaska, Campbell, Bangor, Shelby, Holmen, West Salem, and Rockland. In order to assure participation and continuity of representation, each member municipality may appoint an alternate representative who shall act on committee matters in the absence of the representative. The term for each municipal member representative, other than Chief, shall be or two (2) years. Provided, however, that in order to insure some continuity on the Municipal Court Committee, the initial term for the representative from the City of Onalaska, the Town of Campbell, and the Village of Bangor shall be for a term of one (1) year. Thereafter, the term for the representative from the City of Onalaska, the Village of Bangor, and the Town of Campbell shall be for a term of two (2) years.

(b) Powers and Duties. The Municipal Court Committee shall have general control over the operation of the court, except where such control is specifically granted to the judge or the governing bodies by statute, in which case the Municipal Court Committee shall be a recommending body to the judge or governing bodies. The Municipal Court Committee shall make recommendations to the City of Onalaska for the position of clerk of court as well as other court employees, but the City of Onalaska shall have final authority to choose the clerk of court and other court employees. The Municipal Court Committee shall recommend to the governing bodies of the member municipalities for determination, the salary of the judge, the number and salary of such clerks and/or deputy clerks. The City of Onalaska shall cause appropriate account(s) to be established for the deposit of all fees, forfeitures, assessments and costs paid into the

court and shall adopt appropriate accounting procedures to insure the proper handling of said funds.

(c) The Municipal Court Committee shall, with the assistance of the judge and court clerk, prepare an annual budget for the operation of the court. The budget shall be for a calendar year, i.e., January 1 through December 31. The Municipal Court Committee shall cause an annual audit of court accounts to be completed no later than June 30th of each year.

(d) The Municipal Court Committee may establish any subcommittees necessary for the efficient operation of the court, such as a personnel committee and/or operating sub-committee.

(e) Voting and Procedure. The Municipal Court Committee shall be governed by Roberts Rule of Order and a majority vote of all representatives of the Municipal Court Committee shall be required to adopt any motion or resolution. Four (4) members or alternate members shall constitute a quorum.

4. CLERK. Pursuant to Section 755.10, Wis. Stats., the judge shall, in writing, appoint such clerk and deputy clerks as employed by the Municipal Court Committee. The City of Onalaska, after consideration of the recommendation from the Municipal Court Committee, shall determine the wages and benefits of such clerk.

5. JUDGE'S SALARY. The City of Onalaska, after consideration of the recommendation of the Municipal Court Committee, shall set the salary of the judge.

6. FORFEITURES, PENALTY ASSESSMENTS AND COSTS. All forfeitures, penalty assessments, and costs shall be collected by the City of Onalaska. Such forfeitures, penalty assessments, and costs paid to the joint municipal court under a judgment shall be deposited no later than the seventh 7th business day after receipt to a designated bank account at a financial institution selected and established by the City of Onalaska. This account shall be an interest bearing account. The municipal court clerk shall maintain a complete record of deposits and expenditures including, without limitation: the title of the action, the offense for which a forfeiture was imposed, and the total amount of the forfeiture, fees, penalty assessments and costs, if any. The municipal court clerk shall prepare a monthly listing of the funds that are due to be disbursed as

provided in Sections 814.675(1), 165.87, 167.31 (5) and 346.655, Wis. Stats. All forfeitures shall be disbursed by the financial services director of the City of Onalaska at least monthly to the member municipality for which the judgment was entered.

7. BUDGET PROCESS.

(a) Time and Approval. The Municipal Court Committee and court clerk shall, with the assistance of the judge, formulate a budget annually, no later than September 1st of each year for the next succeeding year. The members of the committee shall present said budget to their respective governing bodies for approval. The budget shall be approved annually by the governing bodies no later than November 1st. Approval by a majority of the member municipalities shall constitute approval of the budget.

(b) Court Costs. One hundred percent (100%) of the local share of the court costs required to be collected pursuant to Section 814.65(1) Wis. Stats., shall be retained by the court to be applied to the operating expenses of the court.

(c) Court Operating Expenses. Any net operating expenses after application of the local share of the court costs shall be charged to member municipalities based upon each municipality's percentage of the total annual filed cases. Any net income shall be distributed to the member municipalities. The charge or credit to each municipal member shall be based upon the approved budget, and the net income or loss shall be credited or charged to the respective member municipalities within thirty (30) days after completion of the annual audit.

(d) Initial Court Operating Expenses. Prior to the initial commencement of the joint municipal court, the Municipal Court Committee and court clerk, with the assistance of the municipal judge, shall adopt a budget for said court for the period beginning on the date of commencement and ending on the first December 31st following said commencement. Each member municipality shall pay an initial charge for court operating expenses for said period of time. Said charge shall be on a pro rata basis based upon the average of the last two years' number of cases for each member municipality based on municipal court records for the City of Onalaska and the circuit court records of La Crosse County for the other member municipalities. In addition, the cost of any initial

equipment and the initial supplies necessary to begin operations shall be shared equally by the member municipalities. Forms shall be considered as supplies for purposes of this paragraph. This initial charge shall be withheld from the court costs that are attached to each municipality's citations until such charge is paid in full. Thereafter, the provisions of Sec. 7 (c) above shall apply.

8. CONTRACT ADMINISTRATION AND AMENDMENTS. The affirmative vote of a majority of all member-governing bodies shall be required to adopt any resolution pertaining to the operation of the court, or amending this Agreement.

9. TERMINATION. Any member municipality may withdraw from this Agreement by giving notice, in writing, to the municipal court committee no later than September 30th of any year. Upon giving such notice, the member municipality's participation in the joint municipal court shall terminate on December 31st of said year. No member, pursuant to Sec. 755.01(2) Wis., Stats., may abolish the joint municipal court.

CITY OF ONALASKA, BY:

VILLAGE OF HOLMEN, BY:



Mayor



President



Clerk



Clerk

TOWN OF CAMPBELL, BY:

TOWN OF SHELBY, BY:



Chair



Chair
TADM.



Clerk



Clerk

VILLAGE OF BANGOR, BY:

Dary Auhoff
President

Spelly R Miller
Clerk

VILLAGE OF WEST SALEM, BY:

Jerry Hansen
President

Teresea L. Schmitz
Clerk

VILLAGE OF ROCKLAND, BY:

Kelley Schmidt
President

Sue Downey
Clerk

ORDINANCE 1164 - 2003

AN ORDINANCE TO REPEAL AND RE-CREATE SECTIONS 2-3-13 AND 2-3-14 OF THE CODE OF ORDINANCES OF THE CITY OF ONALASKA REGARDING THE MUNICIPAL COURT AND MUNICIPAL JUDGE AND TO CREATE A JOINT MUNICIPAL COURT FOR THE CITY OF ONALASKA, TOWN OF CAMPBELL, TOWN OF SHELBY, VILLAGE OF BANGOR, VILLAGE OF HOLMEN, VILLAGE OF ROCKLAND, AND THE VILLAGE OF WEST SALEM

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

SECTION I. Secs. 2-3-13 and 2-3-14 of the Code of Ordinances are hereby repealed and recreated to read as follows:

Sec. 2-3-13 Joint Municipal Court

- (a) **Established.** Pursuant to Chapter 755 Wisconsin Statutes, there is hereby created and established a municipal court designated "Joint Municipal Court" for the City of Onalaska, the Town of Campbell, the Town of Shelby, the Village of Bangor, Village of Holmen, Village of Rockland, and the Village of West Salem, (hereinafter collectively referred to as "Joint Municipal Court.")
- (b) **Municipal Court Committee.** There is hereby created a Municipal Court Committee. The Municipal Court Committee shall be comprised of one representative of each member municipality who shall be appointed by the Mayor, President or Chair of the member municipality, subject to confirmation by the respective governing body, and in addition, one member who shall be a police chief of a member municipality. The initial member Chief shall be the Chief of Police of Onalaska. The Chief's position shall be replaced on a yearly basis by means of rotation among the chiefs. Chiefs will rotate as follows: Onalaska, Campbell, Shelby, Bangor, Holmen, and West Salem. In order to assure participation and continuity of representation, each member municipality may appoint an alternate representative who shall act on committee matters in the absence of the representative. The term for each municipal member representative, other than chief, shall be for two (2) years. Provided, however, that in order to insure some continuity on the Municipal Court Committee, the initial term for the representative from the City of Onalaska, the Town of Campbell, and the Village of Bangor shall be for a term of one (1) year. Thereafter, the term for the representative from the City of Onalaska, the Town of Campbell, and the Village of Bangor shall be for a term of two (2) years.
- (c) **Creation and Qualification of the Position of Municipal Judge.** Pursuant to Chapter 755, Wis. Stats., the office of municipal judge is hereby created. Eligibility for the office of municipal judge shall be as follows: To be eligible for the office of municipal judge a person must be a qualified elector in the City of Onalaska, the Town of Campbell, the Town of Shelby, the Village of Bangor, the Village of Holmen, the Village of Rockland or the Village of West Salem.
- (d) **Election and Term of Municipal Judge.** Until the term of the current City of Onalaska municipal judge expires in 2004, said judge shall serve as the judge of the Joint Municipal Court. Thereafter, the position of the municipal judge shall be by election. The municipal judge shall be elected at large in commencing in 2004 at the spring election, for a four (4) year

the Town of Campbell, the Town of Shelby, the Village of Bangor, the Village of Holmen, the Village of Rockland, and the Village of West Salem shall be eligible to vote for the municipal judge of the Joint Municipal Court.

- (e) **Creation of the Position of Clerk of the Municipal Court.** Pursuant to Chapter 755, Wis. Stats., the office of the clerk of the Joint Municipal Court is hereby created. Said Clerk shall take the position upon hire by the City of Onalaska after consideration of any recommendation from the Municipal Court Committee and written appointment by the municipal judge. Training and compensation of said clerk shall be as determined by the City of Onalaska after consideration of any recommendation by the Municipal Court Committee.
- (f) **Duties of Municipal Court Clerk.** The clerk shall:
- (1) File and review citations and complaints, assuring their correctness;
 - (2) Reply to departmental mail concerning routine matters as prescribed by the municipal judge;
 - (3) Assign docket numbers to citations and complaints, type the docket sheets and gather all material pertinent to cases;
 - (4) Determine and schedule court dates and facilities subject to subsection (k)(1) of this section;
 - (5) Arrange for juvenile cases to be heard away from regular court;
 - (6) Communicate with law officers, attorneys and defendants regarding court proceedings;
 - (7) Balance dockets at the conclusion of court proceedings;
 - (8) Prepare and mail warrants and summons;
 - (9) Prepare monthly report of financial activities;
 - (10) Assist in the collection of traffic bonds;
 - (11) Prepare necessary communications for jury trials and transfers to circuit court;
 - (12) Perform such other duties as may be required by the municipal judge and Municipal Court Committee.
- (g) **Salary of Municipal Judge.** The municipal judge shall receive a fixed salary and municipal judge's training pursuant to Section 755.18, Wis. Stats., the salary to be determined by the City of Onalaska after consideration of the recommendation of the Municipal Court Committee, subject to Sec. 755.04, Wis. Stats., which shall be in lieu of fees and costs. The salary may be increased for a new term prior to the beginning of the term of the judge or for the second year of the term of the judge, but shall not be decreased during the term of the judge. The salary shall be paid in monthly installments. No salary shall be paid to the municipal judge for any time during his or her term for which he or she has not executed and filed the official bond and oath as required by subsection (h) of this section.
- (h) **Bond and Oath of Municipal Judge.** The municipal judge shall, after election to fill a vacancy, take and file the official oath as prescribed in Sec. 755.03, Wis. Stats., with the clerk of circuit court for La Crosse County, and at the same time shall execute and file an official bond in the amount determined by the governing bodies of the member municipalities.
- (i) **Bond and Oath of Municipal Court Clerk.** The municipal court clerk shall, before entering upon the duties of the office take and file the official oath as prescribed in Sec. 19.01 Wis. Stats., with the city clerk of the City of Onalaska and at the same time, shall execute and file an official bond in the amount determined by the governing bodies of the member municipalities. The City of Onalaska clerk shall provide file copies to the other municipal members.

- (j) **Jurisdiction of Municipal Judge.** The municipal judge shall have jurisdiction as provided by the Statutes and Laws of the State of Wisconsin and pursuant to Section 755.045, Wis. Stats.
- (k) **Procedures of Joint Municipal Court.**
- (1) The Joint Municipal Court's location shall be the City of Onalaska City Hall. The time(s) of the municipal court shall be determined by the municipal judge and the Municipal Court Committee.
 - (2) The procedure for the Joint Municipal Court shall be as provided in this section and state law, including, but not by way of limitation, Chapters 60, 61, 62, 66, 755 and 800 of the Wisconsin Statutes. The jurisdiction of the municipal judge is limited to misdemeanors. This includes traffic offenses and municipal ordinance violations. The Joint Municipal Court is authorized to impose forfeitures, court costs, state penalty assessments and miscellaneous fees related to the cost of prosecution. The municipal judge shall have jurisdiction as is provided in Sec. 755.045, Wis. Stats.
 - (3) If the municipal judge is temporarily absent, sick or disabled, the provisions of Sec. 800.06(1), Wis. Stats., shall apply, and if the municipal judge becomes incompetent, unable or fails to act, or in the event of a vacancy, the provisions of Sec. 800.06(2), Wis. Stats., shall apply. Any substitute municipal judge designated or assigned hereunder shall be compensated as authorized by the Municipal Court Committee. The municipal judge shall satisfy all continuing education requirements for municipal judges.
 - (4) Upon the proper and timely written request for substitution of the municipal judge, the provisions of Sec. 800.05, Wis. Stats., shall apply.
 - (5) The procedures of the Joint Municipal Court shall be in accord with the applicable Wisconsin Statutes, this ordinance and the Joint Municipal Court Agreement entered into between the member municipalities. The Joint Municipal Court shall abide by the Wisconsin Rules of Evidence and shall abide by the Uniform State Traffic Deposit Schedule. In non-traffic matters, each municipal member shall draft a bond schedule, which shall become effective upon approval by the municipal member's governing body. No bond shall exceed the maximum penalty which could be imposed for the ordinance violation.
 - (6) The municipal attorney for each member municipality shall serve as the prosecutor for that member municipality's cases in Joint Municipal Court.
- (l) **Fees and Costs**
- (1) Bonds for appearance, partial payments and other funds collected by the Joint Municipal Court shall be treated as escrow funds and deposited with the municipal court clerk.
 - (2) The clerk of the municipal court shall collect all forfeitures and costs in any actions or proceedings and deposit the same in the account established for such purpose not later than the seventh (7th) business day succeeding receipt thereof. At the time of payment, said clerk shall report to the City of Onalaska financial services director the title of the action, the offense for which the forfeiture was imposed, and the total amount of the forfeiture, fees, penalty assessments and costs, if any. Said financial services director shall disburse the forfeitures to the appropriate municipal member, disburse the fees as provided in Sec. 814.65 Wis. Stats., and disburse any penalty assessments pursuant to Sec. 66.0114(1) (bm), Wis. Stats.
 - (3) Pursuant to Sec. 814.65(1), Wis. Stats., the municipal judge shall collect a fee of Twenty Three Dollars (\$23.00) on each separate matter, whether it is on default of appearance, a plea of guilty or no contest, on issuance of a warrant or summons or the action is tried as a contested matter.

- (4) The clerk of the Joint Municipal Court shall provide a monthly accounting to each member municipality of the amounts collected and disbursed for each member municipality.
- (m) **Withdrawal from Joint Municipal Court.** Any member municipality may withdraw from this Agreement by giving notice in writing to the Municipal Court Committee no later than September 30th of any year. Upon giving such notice, the member municipality's participation in the joint municipal court shall terminate on December 31st of said year.
- (n) **Statutes Adopted by Reference.** Chapters 755 and 800, Wis. Stats., are hereby adopted by reference.
- (o) **Contempt of Court.**
- (1) The municipal judge may punish for contempt of the Joint Municipal Court persons guilty of any of the following acts. "Contempt of court" means intentional:
- Misconduct in the presence of the court which interferes with the court proceeding or with the administration of justice, or which impairs the respect due the court;
 - Disobedience, resistance or obstruction of the authority, process or order of the court (including refusal to pay a court-imposed forfeiture);
 - Refusal as a witness to appear, be sworn or answer a question; or
 - Refusal to produce a record, document or other object.
- (2) The municipal judge may, upon finding any person guilty of contempt of court, order such person to forfeit not more than Fifty Dollars (\$50.00). In default of payment of the forfeiture and the penalty assessment imposed by state statute, the person found guilty of contempt may be imprisoned in the county jail not to exceed seven (7) days.

SECTION II. All ordinances or parts of ordinances that contravene or are inconsistent with the provisions of this ordinance be and are hereby repealed.

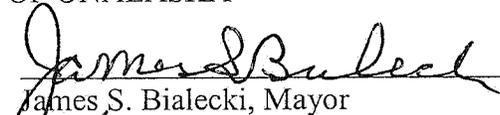
SECTION III. All member municipalities shall enter into a mutually acceptable agreement for the operation of the Joint Municipal Court.

SECTION IV. This ordinance shall take effect and be in full force and effect on January 1, 2004 if it is passed by all municipalities.

Dated this 11th day of November, 2003.

CITY OF ONALASKA

BY:

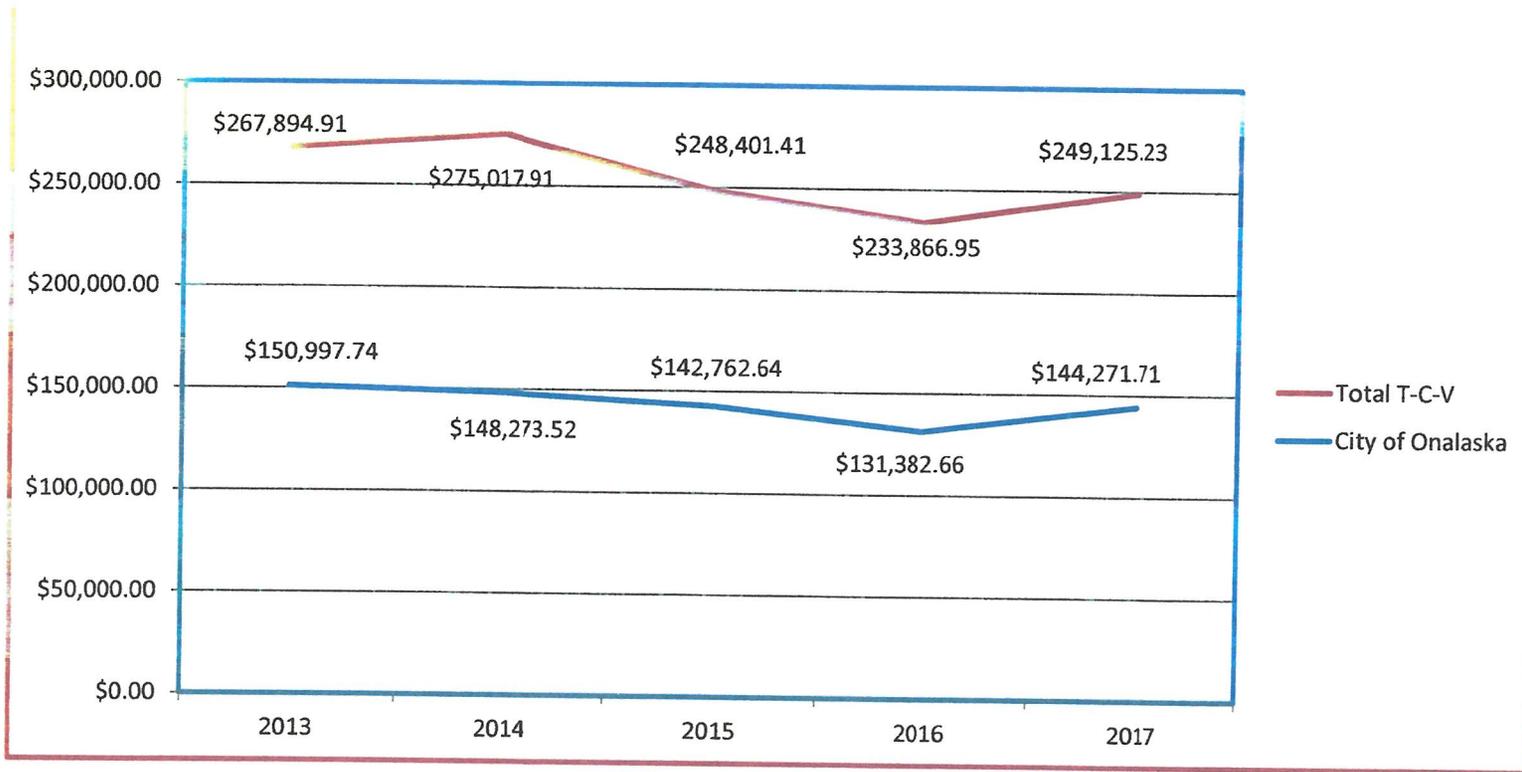

James S. Bialecki, Mayor


Caroline Burmaster, Clerk

PASSED: 11/11/03
APPROVED: 11/11/03
PUBLISHED: 11/21/03

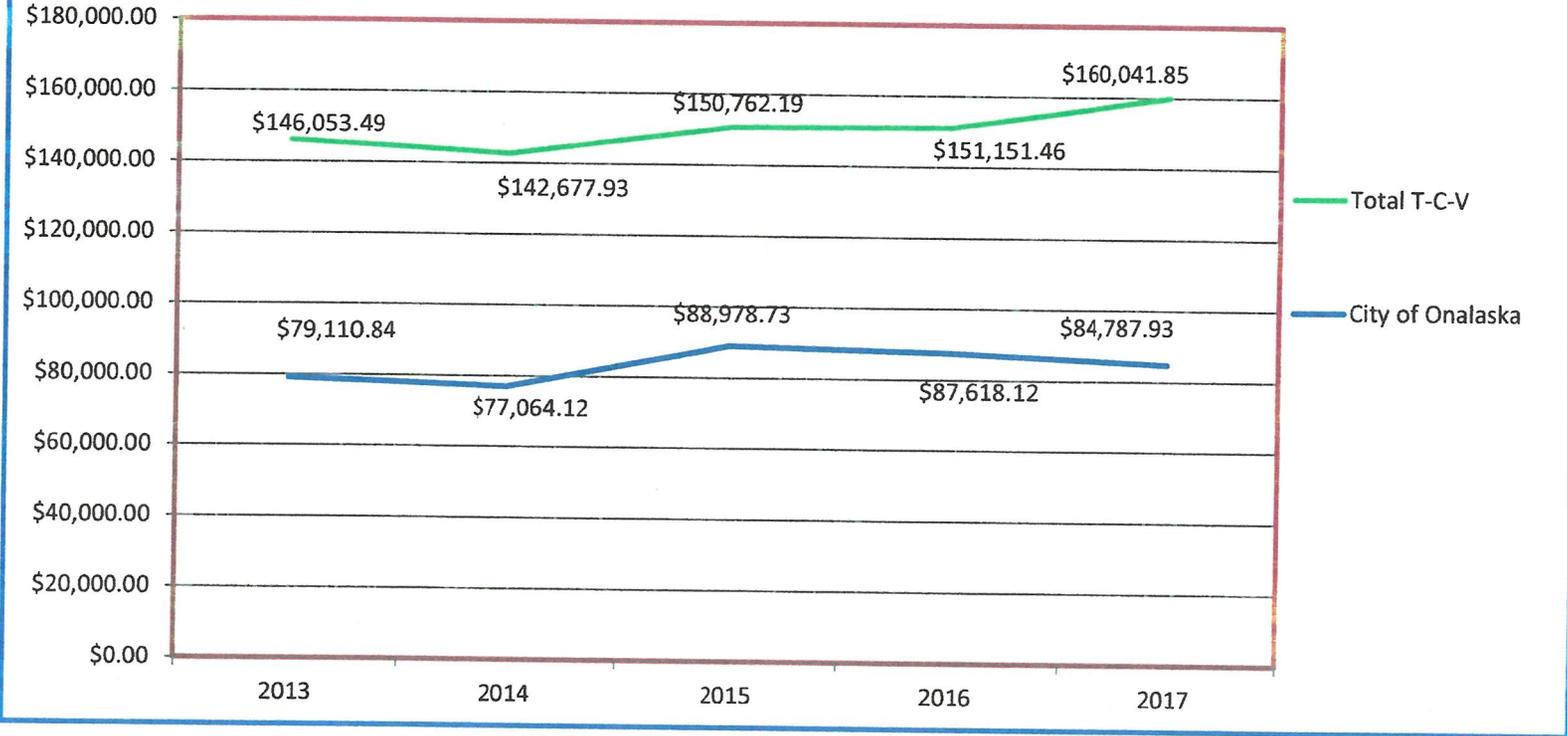
State Law Reference: Chapters 755 and 800, Wis. Stats.

JMC HISTORICAL REVENUES - Exhibit #1

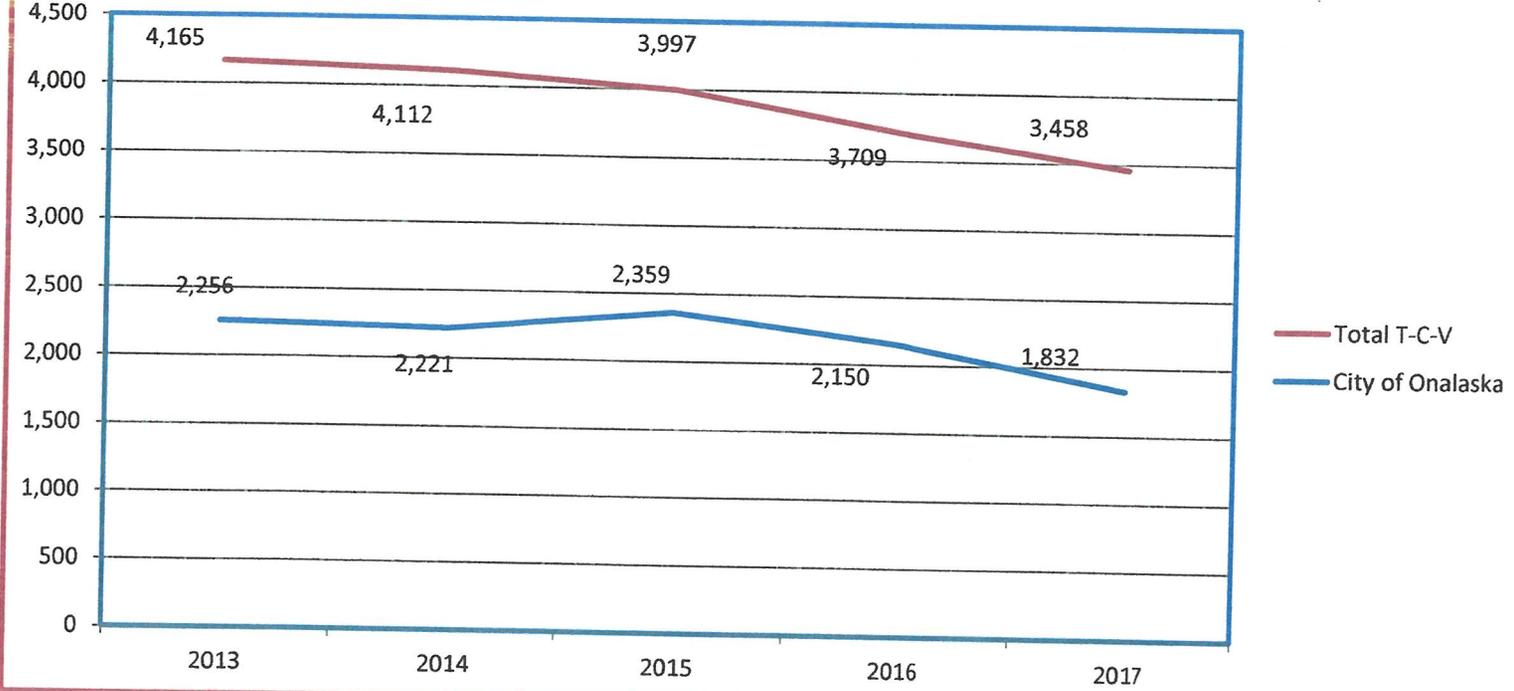


Ex. 11-B

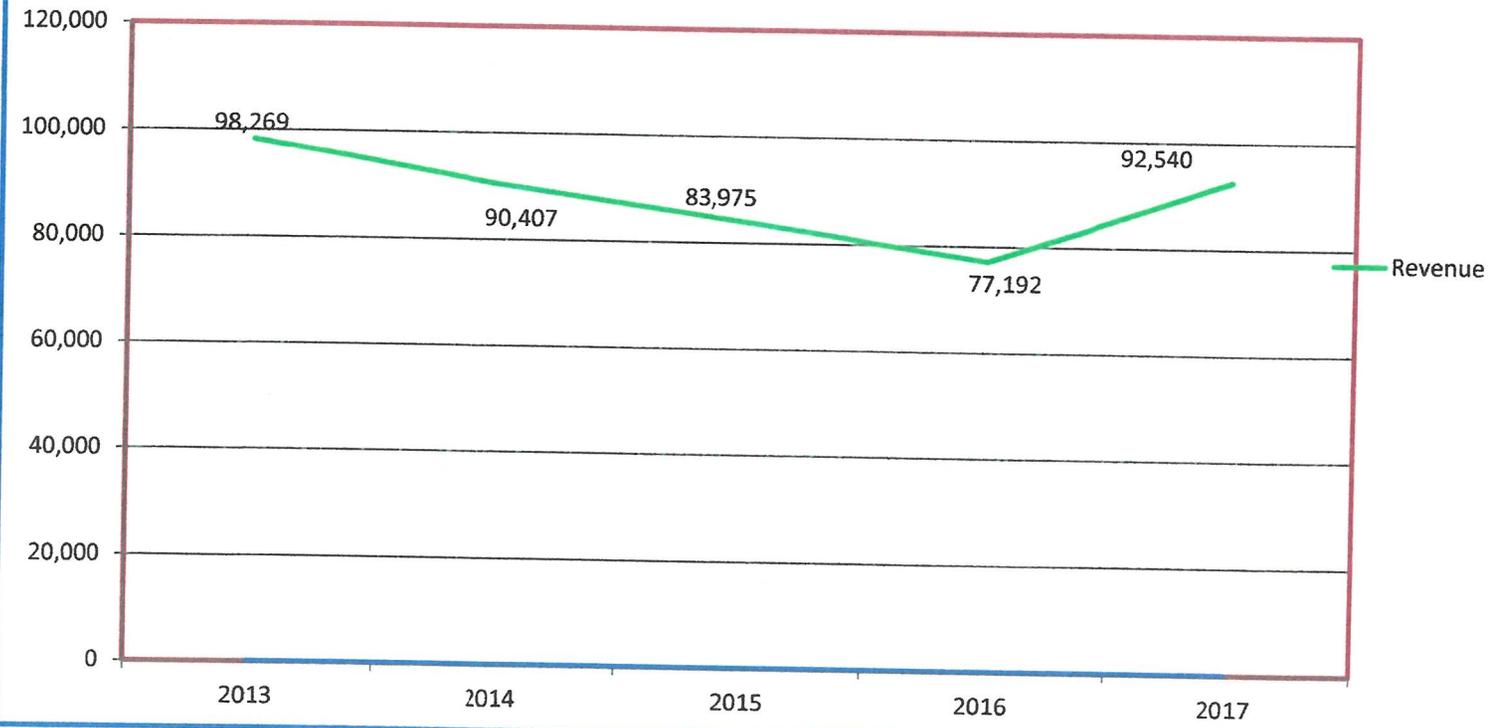
JMC HISTORICAL EXPENSES - Exhibit 2



JMC HISTORICAL CASES NOT DISMISSED - Exhibit #3



CITY GEN'L FUND COURT REVENUE - Exhibit #4



Ex. 12-B



CITY OF ONALASKA

Eric C. Rindfleisch, City Administrator
E-Mail: erindfleisch@cityofonalaska.com

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

MEMO

TO: Common Council
FROM: Eric C. Rindfleisch, City Administrator
DATE: February 13, 2018
RE: Municipal Court – Agenda Item #14

For agenda item #14, I have been asked to review the number of “boxes” involved with the recent review of the Coulee Region Joint Municipal Court. Attached please find a memo from City Attorney Sean O’Flaherty whom I asked to provide his information regarding this issue as well. Additionally, I reviewed his memo with Hildie McIntyre of the Court for her verification. The issue appears to be the growing number of boxes involved in the review.

As Sean points out in his Section A., Ms. Lynch brought to our attention in June her concern of tickets not entered properly and which were several years old. At this time, the total volume was unknown but was generally communicated as several boxes and a drawer in the office. The issue of addressing these old tickets continued through August when Ms. Lynch indicated she had more boxes of things she did not know how to address, and stated the amount was six to eight. I account for the increase in boxes due to Ms. Lynch going through already “filed” records and discovering items that were out of place or irregular. This continues in September when seven boxes were removed from by Sean’s office for his review and 10 were in the office with up to 20 more downstairs in dead records. By October, all the boxes, which have been stated as “around 30”, were found, accounted for, and re-organized by Ms. McIntyre.

The 30 or so boxes contained many files which no longer needed to be kept. Around 20 boxes or so are old cases or just junk that were set aside to be shredded. It is due to the disorganization and misfiling that led to the old cases being intermingled in the files with those which needed to be stored.

MEMO

TO: Mr. Eric Rindfleisch
FROM: Sean O'Flaherty 
DATE: February 12, 2018
RE: Municipal Court "Box" History

A. June 2017. Following the dismissal of Amber Jolly, Mary Lynch raised an issue with respect to numerous tickets that were not entered appropriately. The tickets fell into items that were not put into INCODE and items that were not entered into COWS. Information was provided to our office by Mary Lynch that some of the unentered tickets were several years old. We wrote a memo to you dated June 19, 2017, a copy of which is attached with suggestions to begin a discussion about how to handle the old tickets. At the time the volume was not known. Judge Brinckman received a copy of my June 19, 2017 memo and responded with a memo dated June 24, 2017 indicating that he is addressing issues on a case by case basis.

B. July/Early August. Following a Joint Municipal Court meeting at which the old citations were referenced, Brian Weber of the Village of Holmen wrote a letter with concerns regarding what was happening with the large number of citations and were jurisdictions being treated unfairly. Judge Brinckman wrote an email dated August 4, 2017, a copy of which is attached about how he was addressing the large number of citations.

C. August 2017. In early August 2017 acting Municipal Court Clerk Mary Lynch indicated that there were boxes of things, initially she said six to eight, that she did not know how to address. Ms. Lynch described the boxes as more voluminous than she was originally aware. On August 14, 2017 we made a proposal to you (a copy of which is attached) to take a sample of the boxes and provide a matrix of what was in the boxes so as to form a recommendation as to how to move forward. That proposal was discussed at the Joint Municipal Court Committee Meeting on August 17, 2017 where a more comprehensive partial audit was suggested. As you are aware the audit did not necessarily move forward.

D. September 2017. Pursuant to our August 14, 2017 memo we picked up seven boxes. Of the seven boxes we picked up, six came from the Judge's office and one came out of the Municipal Court office. At the time that we picked them up there were at least ten more unprocessed boxes in the Judge's office, at least one drawer in the Municipal Court office and at least twenty boxes in the basement – some of which had been placed there for shredding although it appears that some of the items had not been properly handled.

E. October. After Hildie started as Municipal Court Supervisor the first thing that she did was begin to organize the items that were at the Court. Hildie went through and properly filed the unfiled items in the Municipal Court office, then properly filed the items that were in the Judge's office and, finally, properly filed the items that were in the boxes downstairs. The items that were more than ten years old she worked to discard. The Judge made calls as to whether items should be entered into COWS or not depending upon their age. We returned the boxes from our office to Hildie.

Please let me know if you require any additional information regarding this matter. Thank you.

MEMO

TO: Mr. Eric Rindfleisch
CC: Ms. Hope Burchell
FROM: SOF
DATE: June 19, 2017
RE: Municipal Court Recommendations

Over the past two weeks it has been brought to the attention of the City Administration that there are a multitude of tickets (adjudicated and non-adjudicated) that have not been entered into the Department of Motor Vehicles ("DMV") or other required databases. Mary Lynch has indicated that the responsibility to enter the tickets into the appropriate databases rested with Amber Jolly, the former Municipal Court Supervisor, who recently resigned her position with the Municipal Court. You have requested that we provide a recommendation as how to address the tickets that have not been properly addressed over the past number of years.

We will provide a response in light of the information in which we have been provided by you and by Mary Lynch. My understanding is that Mary Lynch is gathering the tickets as she reviews/organizes the filing system. Even though the tickets originated from multiple municipalities, we believe that the manner of addressing the tickets should be consistent by the Joint Municipal Court as the City of Onalaska has the responsibility for administering the Joint Municipal Court. Nevertheless, once a full report has been completed each of the members of the Joint Municipal Court should be informed of any issues effecting their municipal organization.

We suggest breaking the tickets into three categories which all will be handled in a specific manner. The following are the categories and our recommendations:

- A. Un-entered, Non-adjudicated Tickets. My understanding is that there are un-entered tickets that were written but never set for trial for up to six years. Our recognition is that any ticket that has not been entered into the City's system or set for adjudication which originated on or before January 1, 2017 be dismissed unless there is a stated rationale for not entering the ticket. The process for dismissing the tickets should be to enter the tickets into the system and then officially dismiss the tickets in that way so there will be a proper paper trails between the tickets written by the issuing municipalities Police Department and the Joint Municipal Court. While this may cause additional short term work, this process should not take more than one month.
- B. Adjudicated Tickets, with no Open Balance. We are informed that some of the tickets are adjudicated tickets, specifically operating OWI tickets, for which all payments have been made, but which were never entered with the DMV. Consequently the additional consequence of the OWI ticket was never applied by the DMV on the defendant. For defendants who have made all payments and otherwise fully satisfied the ticket it would be inequitable to now contact the DMV and have a penalty assessed so far out of turn. My recommendation is that all of the tickets should be deemed satisfied without entry into the DMV database. This can be done by placing a memo or note in each file or by

having the Judge sign a blanket order which references each ticket of that type with respect to the change in the penalty assessed.

- C. Adjudicated Tickets with Open Balances. These tickets are in the same state as the tickets referenced in Section B except that defendant has not paid or completed some other type of requirement due related to the adjudication of the ticket. In such case, the defendant is on notice that additional penalties or consequences may be forthcoming. With respect to these tickets we recommend that all such tickets promptly be entered in the DMV database and any other databases pursuant to regular practice.

Please contact me with any questions or comments regarding this matter. Thank you.

Sean O'Flaherty

From: Brinckman, John <jbrinckman@cityofalaska.com>
Sent: Saturday, June 24, 2017 1:06 PM
To: Sean O'Flaherty
Cc: Burchell, Hope; Rindfleisch, Eric
Subject: Your Memo of June 19th, 2017

Sean,

I am in receipt of your MEMO dated June 19th, 2017. I have a question regarding your background information.

Your memo states "Mary Lynch has indicated that the responsibility to enter the tickets into the appropriate database rested with Amber Jolly, the former Municipal Court Supervisor,..." Of course I'm concerned as to where you received that information. But more importantly, this is a gross oversimplification of the process and it's not true.

Entering tickets into the appropriate database basically falls into two distinct categories, INCODE and COWS. Incode was a divided responsibility between Amber and Mary in which Amber would originally input citations as they arrived from the various police departments. After Amber entered the initial input, Mary would then correct for forfeiture amounts (which varied from department to department and depending on 1st, 2nd, 3rd offense) and other corrections such as case number.

One of the problems occurring in INCODE dealt with when a defendant didn't pay in a timely fashion. Amber would enter the code SU for suspension when a delinquency exceeded 60 days. Thereafter, if it became necessary for a 30 day notice that the defendant would be referred to the State Debt Collection, when that information was entered into INCODE, the program would automatically override the SU with a "30" for 30 day notice letter. When this occurred, Mary would check in the S Drive to make sure that after payments came in, suspensions were lifted. Mary and Amber would frequently discuss these problems and Mary would request that Amber provide a written copy of the list of recent payments, but that was not always practical. Mary did have access to the payments on the S Drive. During the course of the day, if a defendant came into the office to make a payment, then either Amber or Mary would check into COWS to insure that if appropriate, the suspension was lifted.

Entering data into COWS was primarily Mary's responsibility after May 23rd, 2016 when Amber no longer acted as Supervisor. On Tuesday mornings after Monday evening Court, Mary would enter the initial batch of guilty pleas or defaults into COWS. If a case was continued for some reason by the prosecution or defense, then those citations would later be entered by either Amber or Mary, depending on who received the information. However, with respect to lifting a suspension, after Amber entered the financial information into Incode, Mary would check for lifting suspensions. If Mary was not available, Amber would check and lift the suspension.

There were other variances in who might enter data at any specific time under certain circumstances, but the above is a rough outline.

I am not sending you this email in an attempt to re litigate issues involving Amber's departure. I agree that Amber's departure will be a positive step for the Court. However, I am wondering where you received the above information as to whose responsibility the entering of tickets into the appropriate databases came from. Did you have a meeting with Mary Lynch? If Ms. Lynch in fact said these things, then I have other issues to deal with.

As for the handling of citations which have been misplaced or not properly closed, I have reviewed your suggestions. I am personally reviewing each file individually since they deserve individual attention. As is often the case, these cases don't fit neatly into 2 or 3 categories. However, I am dismissing cases when appropriate and when, for example, the non-closure of a case is dependent upon extraneous factors such as Prosecutors or Defense seeking multiple continuances on a case, I am dealing with those appropriately likewise.

Sean O'Flaherty

From: Brinckman, John <jbrinckman@cityofonalaska.com>
sent: Friday, August 04, 2017 3:15 PM
to: brian@johnsflaherty.com
Cc: City Attorney
Subject: Dismissals of Old Citations

Brian,

I am in receipt of your letter to Sean O'Flaherty as well as myself regarding concerns of "a large number of citations" that were never entered into the system or that have been or might be dismissed. Not sure where you received the impression that there were a large number, but I will discuss each one. For purposes of this inquiry, I'm assuming that you are not referring to the citations that I may routinely dismiss during court on Mondays for various reasons such as the office suggesting reasons for dismissing, providing proof of reinstatement in an OAS when all matters affecting a suspension were resolved at the time of the stop and the defendant reinstated shortly after the citation, a defendant receiving duplicitous citations and I dismiss one or two... These types of dismissals occur regularly during Monday evening Court.

There were a number of boxes of old citations that were never sorted by jurisdiction or year. In a number of cases, convictions were never entered into INCODE by the Clerks. In a few cases, they remained open despite prior findings of guilt. Those cases were closed by entering the convictions. In a couple of those cases, I made inquiries with the DOT to determine whether entering the conviction at this time might have an adverse consequence on their license, but that was found to never be the case.

I dismissed a total of ten cases among all 7 jurisdictions found in four or five full file boxes which spanned over an 8 year period that remained open. (There are still a few other boxes that need to be reviewed by the clerks when matters are caught up and we have a new Assistant Clerk.) I will address the six that pertain to Holmen and Campbell:

N4118391 -01 11-01986 Last Letter: None Fine Due: 0.00
Def.: MOREHOUSE, BARBRA ANN Cost Due: 0.00
Off.: VIOL SAFETY BELT - CHILD UNDER 4 YEARS OLD Totl Due: 0.00
Ofcr: HPD 7052 CODY SPEARS DL St: WI
Stat: DISMISSED BY JUDGE Date due: 6/26/2017
Bond: Set: 0.00 Posted: 0.00 Time due: 5:45 PM
Calendar Type: Court Location: COULEE REGION JOINT
Filed Date: 5/25/2011

N4118380 -01 11-01986 Last Letter: None Fine Due: 0.00
Def.: MOREHOUSE, BARBRA ANN Cost Due: 0.00
Off.: OPERATING AFTER SUSPENSION Totl Due: 0.00
Ofcr: HPD 7052 CODY SPEARS DL St: WI
Stat: DISMISSED BY JUDGE Date due: 6/26/2017
Bond: Set: 0.00 Posted: 0.00 Time due: 5:45 PM
Calendar Type: Court Location: COULEE REGION JOINT
Filed Date: 5/25/2011

15699194 -01 13-01617 Last Letter: None Fine Due: 0.00
Def.: THINGVOLD, NORMAN D Cost Due: 0.00
Off.: C RESISTING/OBSTRUCTING AN OFFICER Totl Due: 0.00
Ofcr: CPD 9056 ADAM BREIDEL DL St: WI
Stat: DISMISSED BY CITY/TWNSHP/VILL Date due: 6/23/2017
Bond: Set: 0.00 Posted: 0.00 Time due: 5:30 PM
Calendar Type: Court Location: COULEE REGION JOINT
Filed Date: 5/22/2013

S5372673 -01 14-00512 Last Letter: None Fine Due: 0.00
Def.: KANDIL AHMED, AHMED T J Cost Due: 0.00
Off.: DRIVING TOO FAST FOR CONDITIONS Totl Due: 0.00
Ofcr: CPD 9068 NATHAN CASPER DL St: MN
Stat: DISMISSED BY JUDGE Date due: 6/23/2017
Bond: Set: 0.00 Posted: 0.00 Time due: 5:30 PM
Calendar Type: Court Location: COULEE REGION JOINT
Filed Date: 2/28/2014

15632865 -01 14-01564 Last Letter: LOD Fine Due: 0.00
Def.: BILSKEMPER, ANGELEA R Cost Due: 0.00
Off.: O UNDERAGE CONSUMPTION(17-20) 1ST OFFENSE Totl Due: 0.00
Ofcr: CPD 9041 JACOB HANSON DL St: WI
Stat: DISMISSED BY JUDGE Date due: 6/15/2017
Bond: Set: 0.00 Posted: 0.00 Time due: 5:30 PM
Calendar Type: Court Location: COULEE REGION JOINT
Filed Date: 6/01/2014

15632864 -01 14-01564 Last Letter: LOD Fine Due: 0.00
Def.: BILSKEMPER, DYLAN J Cost Due: 0.00
Off.: O UNDERAGE CONSUMPTION(17-20) 1ST OFFENSE Totl Due: 0.00
Ofcr: CPD 9041 JACOB HANSON DL St: WI
Stat: DISMISSED BY JUDGE Date due: 6/15/2017
Bond: Set: 0.00 Posted: 0.00 Time due: 5:30 PM
Calendar Type: Court Location: COULEE REGION JOINT
Filed Date: 6/01/2014

I note that the last two dockets relating to the Bilskempers were pre-trialed by Atty. Rick Niemeier and held open presumably at the request of Niemeier. As for the one Holmen defendant with two open citations from 2011, I am not so certain that the error of failing to prosecute the 2011 case isn't a Holmen issue. But I am assuming that each prosecutor keeps a list of their pending cases.

If there is anything else you would like to discuss regarding these citations, contact me at your convenience. In the scheme of things, I would never consider these actions to constitute a large number. It is not unlikely that on any given Monday night in Court, I might dismiss 10 citations for various reasons such as the reasons I provided above.

Yours,

JMB

This email and any files transmitted with it are confidential and are intended solely for the individual or entity to which they are addressed. If you have received this email in error, please respond to the sender and delete the material from any computer and/or server. The City of Omaha is subject to Wisconsin's public relations records law. Emails sent or received by City employees are subject to those laws. Unless otherwise exempted from public records law, senders and receivers of City email should presume that the emails are subject to public records law and re-state record retention requirements.



SEAN O'FLAHERTY
soflaherty@lacrosselaw.com
(608) 785-3255

August 14, 2017

EMAILED

Via Email: erindfleisch@cityofalaska.com
Mr. Eric Rindfleisch

Re: *Municipal Court Follow-up*

Dear Mr. Rindfleisch:

Pursuant to our discussion last week I have attached a proposed memo to the Municipal Court staff with respect to our investigation of the tickets. Based upon the rationale that we discussed last week, our firm would take possession of the boxes for up to one week and create a matrix of the types of tickets, the timeframe for the tickets, and the potential financial impact on the City. Based upon that initial review, our office would make recommendations as to any additional action. We will keep the files for no more than one week and then return them for processing by the Municipal Court. The primary person working on this project from our office will be Brigid Bush whose billable rate is \$40/hour. I will provide a preliminary report within two days of our having the records in order that you can give any additional updates you may need.

Please confirm that you will be authorizing us to move forward and when you will be delivering the memo to the Municipal Court. If you would like us to deliver the memo when we go pick up the records that would be fine.

Thank you for your attention to this matter.

Sincerely,

O'FLAHERTY HEIM BIRNBAUM
KIRCHNER & CURTIS, LTD.



Sean O'Flaherty

SOF/bjb

Attachments

O'Flaherty, Heim, Birnbaum, Kirchner, & Curtis, S.C.
201 Main Street ■ Suite 1000 ■ La Crosse ■ Wisconsin ■ 54601 ■ p 608.784.1605 ■ f 605.785.1303

{01816740.DOCX}

ATTORNEY CLIENT CONFIDENTIAL
MEMO

TO: Municipal Court
FROM: Mr. Eric Rindfleisch
DATE: August 14, 2017
RE: Past Due Tickets That Were Not Entered

In the late spring the City of Onalaska became aware that there were many unentered items within the Municipal Court. The items that have not been entered are both original tickets that were never prosecuted and convictions that were never entered into the system. I have been informed that Mary Lynch has been collecting these as she has been reviewing the files. We also have been informed that the Municipal Court has been separating the tickets by municipality.

Due to the great number of tickets related to the City of Onalaska about which I have been informed, I have requested a review of the records by the City Attorney. I have authorized the City Attorney to remove the records related to the City of Onalaska tickets that have not been entered from City Hall for one week in order to review and catalog the same. Please cooperate with the delivery of the records to the City Attorney.

Ex. 13-A

RESOLUTION 14- 2018

RESOLUTION OF NO CONFIDENCE—COULEE REGION JOINT MUNICIPAL COURT JUDGE

WHEREAS, the City of Onalaska is a participant member and houses the Coulee Region Joint Municipal Court; and

WHEREAS, pursuant to Wis. Stats. §755.10 the Municipal Court Judge has the final appointment power for personnel authorized by the council or board and the work responsibilities of the court personnel when working during hours assigned to the court are under the Municipal Court Judge’s authority; and

WHEREAS, pursuant to Wis. Stats. §755.11 and §19.33(1) the Municipal Court Judge has the ultimate responsibility of maintaining court records, although such Judge may delegate much of the recordkeeping duties to a clerk or assistant; and

WHEREAS, City staff has raised concerns with the management and responsibilities of the Municipal Court Clerk’s office throughout the past twelve years and were met with an unwillingness to discuss the issues related to the Municipal Court Clerk’s job performance and job functions;

WHEREAS, recent events, including but not limited to the termination of the long-standing municipal court clerk, assessment and review of various Municipal Court financial and court records have solidified the City’s concerns with respect to the management of records and the ability of the Coulee Region Municipal Court to function.

WHEREAS, the failure of the Municipal Court Judge to supervise the Municipal Court Clerk personnel and to engage in a cooperative management effort with the City of Onalaska has resulted in harm to the safety and security of City of Onalaska residents, financial and economic harm to the participating municipalities and has resulted in poor quality of service by the Coulee Region Joint Municipal Court;

NOW, THEREFORE, BE IT RESOLVED, that the City of Onalaska gives the Coulee Region Joint Municipal Court Judge a vote of no confidence with respect to his commitment to his duties under Wisconsin Statutes and to upholding the responsibilities of his role as Municipal Judge and that the City formally requests his resignation.

Dated this 13th day of March , 2018.

CITY OF ONALASKA

By: _____
Joe Chilsen, Mayor

By: _____
Caroline Burmaster, Clerk

PASSED:
APPROVED:
PUBLISHED:

MEMO

TO: City of Onalaska Common Council

FROM: Attorneys Amanda Jackson/Sean O'Flaherty 

DATE: March 13, 2018

RE: Disbanding Municipal Court

It was asked whether the City of Onalaska could withdraw or disband the Coulee Region Joint Municipal Court, and what if any would be the financial ramifications of doing so. We will address each in turn.

1. Withdrawing from or Disbanding Municipal Court:

The City of Onalaska is unable to withdraw or alternatively disband the Coulee Region Joint Municipal Court until the end of the current term of the JMC Judge, which is 2020. Under Wis. Stat. 755.01 the governing body may by ordinance or bylaw abolish the municipal court as part of a consolidation under Wis. Stat. 66.0229 (inapplicable here) or at the end of any term for which the judge has been elected or appointed. The governing body may not abolish the municipal court while an agreement under sub. (4) is in effect. The Joint Municipal Court Agreement entered into in 2003 and does not include a term. Additionally, Section 9. Termination which allows any one municipality to withdraw makes it clear that pursuant to Sec. §755.01(2) of the Wisconsin Statutes no member may abolish the joint municipal court. Further, under Wis. Stat. §755.045 a municipal court has exclusive jurisdiction over an action in which the municipality seeks to impose forfeiture for violations of municipal ordinances of the municipality that operates the court, except as follows: (a) if the action is transferred under §800.035(5)(c) or 800.05(3) to a court of record; (b) if equitable relief is demanded the plaintiff shall bring the action in a court of record; (c) whenever the municipal court of a 1st class city in any county having a population of 500,000 or more is not in session, the circuit court has concurrent jurisdiction to hear municipal court cases.

Consequently, pursuant to §755.045 even if the City were to withdraw from municipal court, the municipal court would retain jurisdiction over the City's forfeitures purely by existence. Therefore, the only way for the City to withdraw would be for the Joint Municipal Court Members to elect to terminate their agreement and disband the Court at the end of a judicial term. The end of the next judicial term is at the end of 2020.

2. Financial Effect of Transferring Jurisdiction to Circuit Court:

If the Joint Municipal Court were to be disbanded at the end of a judicial term, the forfeitures would then be prosecuted by the City prosecutor through circuit court. The difference between municipal court and circuit court can be illustrated by considering the life cycle of a speeding ticket. A standard speeding ticket prosecuted through Municipal Court costs the defendant \$98.80, of that the base deposit amount is \$30.00 which the City retains and \$33.00 goes to City court costs for the operation of the Joint Municipal Court. That same speeding ticket prosecuted through circuit court would cost a defendant \$172.80, of which the City would retain \$25.00, which is the base deposit of \$30.00 less a \$5.00 fee paid to circuit court and the remaining \$147.80 would be retained by the circuit court for various fees and court costs. The City would lose the benefit of \$5.00 of each individual citation as well as any income from the operation of the municipal court, yet the City's loss is not passed on to those offending as the actual forfeiture would nearly double.

A Court Officer (designated police officer by the City) would need to hand deliver all citations to Circuit Court and may be required to be present at all Court proceedings. This would be an increase in police officer time that currently is not required. Court proceedings would not be grouped together to promote efficiency, currently all initial appearances occur on Monday evenings, once a month, with trials on an alternate Monday. Court appearances including initial appearances would be scheduled as courtrooms and judges have availability at the discretion of the circuit court, thereby increasing prosecution time and police officer time to attend court matters. Additionally, as municipal citations would be one of the lowest priorities of the Circuit Court, these matters may be subject to being rescheduled on a more regular basis than matters of more significant precedence. It is anticipated that costs for both police officer time and prosecution time would increase significantly and someone would need to track and manage the scheduling of citations.

Lastly, there is the general loss of net income from municipal court. Pursuant to the Joint Municipal Court Agreement, 100% of the local share of the court costs required pursuant to §814.65(1) of the Wis. Statutes are retained by the municipal court and applied to the operating expenses of the court. If the court operates at a loss, the local share of the courts costs are charged to member municipalities based upon their percentage of total annual filed cases. On the flipside, any net income is distributed to the member municipalities through the methodology. The municipal court has historically operated with net income.

Lastly, even if the municipal court were to be disbanded, the City would need to continue to administer collection of parking citations as it would be cost prohibitive to have the circuit court do this. Parking citations are treated differently than general municipal citations and traffic violations. Consequently, the City police department and finance department would not be relieved of these duties.