



City of Onalaska Meeting Notice

COMMITTEE/BOARD: Administrative & Judiciary Committee

DATE OF MEETING: October 7, 2020 (Wednesday)

TIME OF MEETING: 5:30 P.M. ←

PLEASE NOTE TIME OF MEETING

This meeting is being conducted via remote conferencing software due to a State of Emergency. Members of the public may call to listen in and provide public input at:

Meeting Link: <https://zoom.us/j/91766900493?pwd=M2I3WjJlc2lSZVdML1NwODJSNlVxdz09>

- **Phone Number: 1-312-626-6799**
- **Meeting ID: 917 6690 0493**
- **Password: 54650**

PURPOSE OF MEETING

1. Call to Order and Roll Call
2. Approval of minutes from previous meeting
3. Public input: limited to 3 minutes / individual)

Consideration And Possible Action On The Following Items:

Administrative

4. Approval of Operator’s Licenses as listed on report dated October 7, 2020
5. Approval of Wrecker of the Week Agreements with the City of Onalaska
6. Miscellaneous licensing reporting

PLEASE TAKE FURTHER NOTICE that members of the Common Council of the City of Onalaska who do not serve on the Board may attend this meeting to gather information about a subject over which they have decision making responsibility. Therefore, further notice is hereby given that the above meeting may constitute a meeting of the Common Council and is hereby noticed as such, even though it is not contemplated that the Common Council will take any formal action at this meeting.

NOTICES MAILED TO:

Mayor Kim Smith	
Ald. Dan Stevens	
Ald. Jim Olson	
* Ald. Tom Smith - Chair Admin & Vice Chair Jud	
* Ald. Diane Wulf	
Vacant	
* Ald. Steven Nott – Chair Jud & Vice Chair Admin	
City Attorney Dept Heads City Administrator	
La Crosse Tribune Coulee Courier	Omni Center
WXOW WKTY WLXR WKBT WLAX FOX	Onalaska Public Library
*Committee Members	Date Notices Mailed and Posted: 9-30-2020

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

Judiciary

7. Approval of parking deposit schedule for Title 10 – Motor Vehicles and Traffic Code
8. **Ordinance 1682-2020** to Correct the Zoning of a Parcel Located in Section 32, Township 17, Range 7 in the City of Onalaska, La Crosse County, Wisconsin from Low Density Residential (R-1) to High Density Residential (R-4)
9. **Ordinance 1683-2020** to Amend Title 13 of the Code Of Ordinances of the City Of Onalaska Relating to Surfacing and Parking
10. **Ordinance 1684-2020** to Amend Title 13 of the Code Of Ordinances of the City Of Onalaska Relating to District Specific Standards Open Space Standard
11. **Ordinance 1685-2020** to Amend Title 16 of the Code of Ordinances of the City of Onalaska Relating to Property Maintenance, Public Nuisances and Vacant Building Code and Renumber Title 16 to Title 12
12. Adjournment



PACKET: 03318 License Packet OPERATORS OCT MTG

SEQUENCE: License #

ID	PERIOD	-----NAME-----		LICENSE CODE
00276	7/01/20- 6/30/22	POLLEX	KATHY	OPRATOR OPERATORS - 2 YEAR
05825	7/01/20- 6/30/22	PONTERIO	VINCENT	OPRATOR OPERATORS - 2 YEAR
06507	9/02/20- 6/30/22	FISCHER	PAIGE	OPRATOR OPERATORS - 2 YEAR
06510	9/08/20- 6/30/22	ZIEGLER	BREANNA	OPRATOR OPERATORS - 1 YEAR
06514	9/10/20- 6/30/22	SYKES	ALICIA	OPRATOR OPERATORS - 2 YEAR
06521	9/15/20- 6/30/22	STENDALEN	SCHUYLER	OPRATOR OPERATORS - 2 YEAR
06524	9/16/20- 6/30/21	REAMS	NATALIE	OPRATOR OPERATORS - 1 YEAR
06525	9/16/20- 6/30/22	FINCH	ELI	OPRATOR OPERATORS - 2 YEAR
06530	9/18/20- 6/30/21	BLAKE	ZELDA	OPRATOR OPERATORS - 2 YEAR
06531	9/18/20- 6/30/21	TARNOW	MELANIE	OPRATOR OPERATORS - 2 YEAR
06543	9/21/20- 6/30/21	BERNARD	SOPHIA	OPRATOR OPERATORS - 1 YEAR
06555	9/22/20- 6/30/22	PEDERSON	CARTER	OPRATOR OPERATORS - 2 YEAR

**WRECKER OF THE WEEK AGREEMENT
BETWEEN THE CITY OF ONALASKA
AND Craig's Towing**

This agreement is made and entered into this 10th day of December, 2019 by and between the City of Onalaska (hereinafter "City"), a municipal corporation with offices located at 415 Main Street, Onalaska, WI 54650, and Craig's Towing (hereinafter "Contractor"), with principal offices located at 1124 Island St La Crosse WI 54603
WI

WHEREAS, situations arise in which the City is called upon to assist with obtaining professional services for the towing and storage of vehicles, and

WHEREAS, the City utilizes a rotating call list for such towing and storage services, referred to as "Wrecker of the Week",

WHEREAS, Contractor has provided that it has the necessary qualifications and desires to be included on the rotating call list, and

WHEREAS, the parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and received, the parties hereby covenant and agree as follows:

ARTICLE I: Purpose and Procedure

1.1 *Purpose.* The Onalaska Police Department is called upon to assist during incidents that require towing and storage of vehicles, including, but not limited to, vehicles disabled due to accidents and/or mechanical failure, vehicles seized as evidence, stolen vehicles, and vehicles creating a traffic hazard. As such, the Onalaska Police Department establishes a rotating call list of qualified and authorized towing companies referred to as "Wrecker of the Week". The purpose of this Agreement is for Contractor to provide professional services for the towing and storage of vehicles consistent with the terms and conditions of this Agreement.

1.2 *Procedure.* Authorized contractors on the call list will be used on a rotating basis. Each rotation period shall be for one week, with the week commencing at 7 a.m. on Sunday of each week. The Onalaska Police Department will provide a schedule of authorized contractors for towing services to the La Crosse County Emergency Dispatch Center. The "Wrecker of the Week" and rotating call list will not be utilized if the owner/operator of the vehicle expresses a preference for a particular towing service or contractor.

ARTICLE II: Term and Termination

2.1 *Term.* The initial term of this Agreement shall be for one (1) year commencing January 1, 2020 and terminating at midnight on December 31, 2020. The City will provide written notice of the term extension to Contractor at least thirty (30) days prior to the termination of the initial term of the Agreement or as the parties otherwise agree. Upon written notice, the Contractor has fourteen (14) days to notify the City in writing whether or not it will accept the term extension. If Contractor elects not to accept the term extension, Contractor will be removed from the rotating call list.

Insurance Expires: 4/17/2020 And 5/25/2020

2.2 *Termination for Cause.* If, through any cause, Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Contractor violates any of the terms and conditions of this Agreement and such breach or default is not cured within five (5) days after written notice thereof from the City, then the City shall have the right to terminate this Agreement with five (5) days written notice.

2.3 *Termination for Convenience.* Towing operators must commit to serving on the list for the entire calendar year (January 1 through December 31). If a participating towing service withdraws from the list during the year, it will not be replaced unless it is deemed necessary by the Chief of Police. If a towing service withdraws from the list during the year, the Chief of Police will use this to determine future eligibility and participation in this program.

ARTICLE III: Location, Services, Equipment, and Payment

3.1 *Business Location.* Although there is no requirement for the business to be located within the corporate city limits of Onalaska, the business location shall be within a geographical area which allows for the 20 minute response time to be met. The contractor shall have a local business telephone number that is accessible to the public by internet search at all times.

3.2 *Scope of Services.* Contractor is required to perform, do and carryout in a satisfactory, timely, and professional manner the services set forth in this Agreement. Contractor is required to furnish all services and labor necessary as indicated in this Agreement, including but not limited to materials, equipment, supplies, and incidentals. The scopes of services to be performed shall include, without limitation, those services set forth in this Agreement.

3.3 *General Services.* Contractor shall provide professional services for the towing and storage of vehicles in compliance with applicable state and local laws and regulations.

3.4 *Towing Services.* Upon notification, Contractor shall respond within twenty (20) minutes from time of call and arrival at the scene. Contractor must be available to tow vehicles 24-hours per day, seven (7) days per week and from anywhere within the corporate limits of the City of Onalaska. Towing services shall include Contractor removing any and all debris resulting from a traffic accident from the street or other public property. Contractor shall provide the Onalaska Police Department with a monthly report listing and itemizing any and all vehicles towed under this Agreement and other relevant information as requested by the Onalaska Police Department.

3.5 *Towing Equipment.* Contractor must maintain wreckers and equipment in good working order. Contractor must have a minimum of two wreckers, one of which is a flatbed and the other with a standard hoist and wheel lift. Contractor must also have the following additional equipment: J-hook/grab hook, T-hook chains, towing dolly, safety chains, wheel straps, steering wheel clamp, four foot long 4x4 crossbeam, five foot long 4x4 crossbeam, and on-scene clean-up equipment.

3.6 *Payment for Towing Services.* Contractor is solely responsible for obtaining payment for towing services from the vehicle owner/operator. The following are permitted towing fees for vehicles towed pursuant to this Agreement:

a) *General Fees for Non-City Vehicles.* For towing services, Contractor shall charge a rate of up to \$105.00 per vehicle for non-City vehicles. In the event that a flatbed is necessary, Contractor may charge a rate of up to \$116.00 per vehicle for non-City vehicles. The first thirty minutes of labor shall be included in these rates.

b) *Additional Fees for Non-City Vehicles.* An additional \$38.00 may be charged for the towing of a non-City vehicle that requires the use of go-jacks or dollies. For towing services for non-City vehicles required between the hours of 10:00 p.m. and 6:00 a.m., Contractor may charge an additional \$11.00. Contractors may also charge for the use of liquid drying material and shrink wrap used to secure the vehicles. For any labor required beyond the first thirty (30) minutes to tow/recover a non-City vehicle, the Contractor may charge a rate of up to \$33.00 per quarter hour. Contractor shall not charge any additional fees other than those specified in this section.

c) *City Vehicles.* Towing services for a City vehicle shall be charged at a rate of \$50.00 per vehicle, unless unusual circumstances exist and a higher rate is agreed to by the Chief of Police or his/her designee. City-owned vehicles are those vehicles owned or leased by the City of Onalaska or vehicles that are towed at the direction of the Onalaska Police Department that are facing seizure.

3.7 *Storage Services and Facility.* Unless otherwise specified by the owner/operator of the towed vehicle or the Onalaska Police Department as applicable, Contractor shall tow any non-City vehicles under this Agreement to a secure storage facility owned, operated, or maintained by Contractor. Any said storage facility located outdoors shall, at a minimum, be surrounded by a fence at least six (6) feet in height. City vehicles shall be towed to a location as determined by the Onalaska Police Department. Vehicles may be released to the owner of the vehicle during non-business hours.

3.8 *Payment for Storage Services.* Contractor is permitted to charge up to \$33.00 per day as a storage fee to the vehicle owner. No additional return amount shall be charged to the vehicle owner. Contractor is solely responsible for obtaining payment for storage services from the vehicle owner.

3.9 *Access to Vehicles.* Contractor shall, during its normal business hours, permit the owner of any vehicle towed pursuant to this Agreement to enter the vehicle and remove any personal property. Contractor shall not charge any fee for such entry and nor shall it require payment of towing or storage charges as a condition of such entry and removal of property.

3.10 *Registration Information.* Unless otherwise prohibited by law, Contractor may request and receive vehicle registration information from the Police Department for vehicles towed pursuant to this Agreement. Such information shall solely be used for legitimate business purposes by the Contractor. An Onalaska police officer will provide a yellow copy of the Vehicle Inventory Form if it was applicable to be filled out in the given situation.

3.11 *Level of Service.* The Onalaska Police Department will monitor the level of services and compliance by Contractor with this Agreement including, but not limited to, response time, competency of operators, and any unusual fees or charges. Repeated complaints or violations of the requirements and standards of this Agreement may result in the Chief of Police or his/her designee removing Contractor from the rotating call list until Contractor demonstrates to the Chief of Police or his/her designee that the level of service has improved and Contractor is in

compliance with the requirements and standards of this Agreement. This clause does not obligate the city to reinstate a contractor once they have been removed from the list.

ARTICLE IV: Permits, Licenses, Qualifications, and Compliance with Law

4.1 *Permits and Licenses.* Contractor shall obtain and maintain all necessary permits and licenses, at its sole expense, in order to provide the services under this Agreement, including but not limited to any requirements under state and local law.

4.2 *Qualifications.* Contractor represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized and permitted under state and local law to perform the services.

4.3 *Compliance With Law.* Contractor shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

ARTICLE V: Insurance and Indemnification

5.1 *Insurance.* Contractor shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

- 1) Commercial General Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage.
- 2) Automobile Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury and property damage covering all vehicles in relationship to this Agreement.
- 3) To the extent that Contractor employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.

Towing services will contact the City in writing immediately should their insurance coverage lapse or be canceled for any reason, or their L.C. permit or any other permits or licenses required by state law, Department of Transportation, or any other governmental regulatory entity is canceled or expires.

Such insurance must also include liability coverage for the vehicles that are towed and stored by Contractor. On the certificate of insurance, the City of Onalaska shall be named as an additional insured. Prior to the execution of this Agreement, Contractor shall file with City a certificate of insurance signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Contractor shall provide City with a thirty (30) day notice prior to termination or cancellation of the policy. City reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.

5.2 *Indemnification.* To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless, at Contractor's expense, the City, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Contractor, or of anyone acting under its direction or control or on

its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on City. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as City waiving its statutory limitations and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

Contractor shall reimburse City, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

ARTICLE VI: Assignment and Subcontracting

6.1 *Assignment, Sublet, and Transfer.* Contractor shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of City. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Contractor shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.

6.2 *Subcontracting.* None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of City. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

ARTICLE VII: Miscellaneous and Additional Provisions

7.1 *Independent Contractors.* The parties, their employees, agents, subcontractors, volunteers, and representatives shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.

7.2 *Taxes, Social Security, Insurance and Government Reporting.* Personal and business income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of Contractor receiving payment under this Agreement shall be the sole responsibility of Contractor.

7.3 *No Personal Liability.* Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of City have any personal liability arising out of this Agreement and Contractor shall not seek or claim any such personal liability.

7.4 *Governing Law.* This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of

Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

7.5 *Jury Trial Waiver.* The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

7.6 *Notification.* Contractor shall:

(1) As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify City in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Contractor with respect thereto.

(2) Promptly notify City of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Contractor contained in this Agreement to be untrue.

(3) Notify City, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Contractor or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Contractor or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Contractor or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

7.7 *Severability.* The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

7.8 *No Waiver.* The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

7.9 *Conflicts of Interest.* Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contractor or its employee must be disclosed to City.

7.10 *Non-Discrimination.* Pursuant to law, it is unlawful and Contractor agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment

policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

7.11 *Political Activities.* Contractor shall not engage in any political activities while in performance of any and all services and work under this Agreement.

7.12 *Entire and Superseding Agreement.* This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of City, granting approvals or conditions attendant with such approval, the specific action of City shall be deemed controlling.

7.13 *Amendment.* This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

7.14 *Notices.* Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City:	Attn. Chief of Police	Copy to:	Attn. City Attorney
	City of Onalaska		City of Onalaska
	415 Main Street		400 Main Street
	Onalaska, WI 54601		Onalaska, WI 54601

Contractor shall identify in writing and provide to City the contact person and address for notices under this Agreement.

7.15 *Access to Records.* Contractor, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. City, or any of its duly authorized representatives, shall have access, at no cost to City, to such books, records, documents, papers or any records, including electronic, of Contractor which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

7.16 *Public Records Law.* Contractor understands and acknowledges that City is subject to the Public Records Law of the State of Wisconsin. As such, Contractor agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contractor agrees to assist City in complying with any public records request that City receives pertaining

to this Agreement. Additionally, Contractor agrees to indemnify and hold harmless City, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Contractor's actions or omissions which contribute to City's inability to comply with the Public Records Law. In the event that Contractor decides not to retain its records for a period of seven (7) years, then it shall provide written notice to City whereupon City shall take custody of said records assuming such records are not already maintained by City. This provision shall survive the termination of this Agreement.

7.17 *Construction.* This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This Agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

7.18 *No Third-Party Beneficiary.* Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

7.19 *Good Standing.* Contractor affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contractor is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

7.20 *Authority.* The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

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

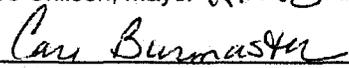
7.22 *Survival.* All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

7.23 *Annual Training.* Towing services participating in this Agreement will be required to have a representative attend an annual orientation session to be held each November. Topics covered during orientation will include departmental expectations, the State of Wisconsin TIME System, ICS, safety requirements and any other information deemed necessary by the Chief of Police

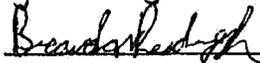
IN WITNESS WHEREOF, the parties to this Agreement cause this instrument to be executed by their authorized representatives on the date and year first above written.

CITY OF ONALASKA ("City"):

By: 
~~Joe Chilsen, Mayor~~ Kim Smith

By: 
Cari Burmaster, City Clerk

Craig Towing ("Contractor"):

By: 

Name: Brandon Pedenbaugh
Title: Manager

ONALASKA POLICE DEPARTMENT

HOLD-HARMLESS AGREEMENT
FOR
TOWING SERVICES

Craigs Towing
Towing Service Name

Sue Redenbaugh
Service Representative

Address: 1224 Island st
LaCrosse WI 54603
Tel. # 608-784-1638

The above-named towing service agrees to maintain the minimum standards contained within the Onalaska Police Department's Towing Policy as established by the Chief of Police.

The above-named towing service further agrees that it shall bear all responsibility for the safe towing and storage of vehicles towed at the City's request and shall, and hereby does, indemnify and hold harmless the City of Onalaska and the Onalaska Police and Fire Departments, against any and all damages or injury or claim of damages or injury to towed vehicles and their contents.

Signature: [Signature]
(Towing Service)

Signature: Chief Ashbeck
(Chief of Police)

Date: 11-12-2019 Time: 10:30

Date: 12-30-19 Time: 0930

Signature: [Signature]
(Mayor)

Date: 1/2/20 Time: 11:30 am



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2019

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

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

PRODUCER Coverra Insurance Services, Inc. 3803 Creekside Ln Holmen WI 54636	CONTACT NAME: Pam Andre PHONE (A/C, No, Ext): 608-526-2127 FAX (A/C, No): 608-519-2818 E-MAIL ADDRESS: pandre@coverrainsurance.com
	INSURER(S) AFFORDING COVERAGE
INSURED Craig's River City Towing, Craig Redenbaugh dba 1224 Island St La Crosse WI 54603	INSURER A: INTEGRITY PROP & CAS INS CO INSURER B: SOCIETY INS INSURER C: Colony Insurance Company INSURER D: INSURER E: INSURER F:
	NAIC # 12986 15261
	CRAITOW-01

COVERAGES

CERTIFICATE NUMBER: 285784609

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GP8294676	5/25/2019	5/25/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			XA2781694	4/17/2019	4/17/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ On-Hook Coverage \$ 100,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WP19010518	4/17/2019	4/17/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Garage & Dealers			GP8294676	5/25/2019	5/25/2020	Garagekeepers 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Onalaska
 415 Main St
 Onalaska WI 54650

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Pam Andre

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**WRECKER OF THE WEEK AGREEMENT
BETWEEN THE CITY OF ONALASKA
AND Don's Towing**

This agreement is made and entered into this 11th day of December 2019 by and between the City of Onalaska (hereinafter "City"), a municipal corporation with offices located at 415 Main Street, Onalaska, WI 54650, and Don's Towing (hereinafter "Contractor"), with principal offices located at 816 Monitor La Crosse, WI 54603

WHEREAS, situations arise in which the City is called upon to assist with obtaining professional services for the towing and storage of vehicles, and

WHEREAS, the City utilizes a rotating call list for such towing and storage services, referred to as "Wrecker of the Week",

WHEREAS, Contractor has provided that it has the necessary qualifications and desires to be included on the rotating call list, and

WHEREAS, the parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and received, the parties hereby covenant and agree as follows:

ARTICLE I: Purpose and Procedure

1.1 *Purpose.* The Onalaska Police Department is called upon to assist during incidents that require towing and storage of vehicles, including, but not limited to, vehicles disabled due to accidents and/or mechanical failure, vehicles seized as evidence, stolen vehicles, and vehicles creating a traffic hazard. As such, the Onalaska Police Department establishes a rotating call list of qualified and authorized towing companies referred to as "Wrecker of the Week". The purpose of this Agreement is for Contractor to provide professional services for the towing and storage of vehicles consistent with the terms and conditions of this Agreement.

1.2 *Procedure.* Authorized contractors on the call list will be used on a rotating basis. Each rotation period shall be for one week, with the week commencing at 7 a.m. on Sunday of each week. The Onalaska Police Department will provide a schedule of authorized contractors for towing services to the La Crosse County Emergency Dispatch Center. The "Wrecker of the Week" and rotating call list will not be utilized if the owner/operator of the vehicle expresses a preference for a particular towing service or contractor.

ARTICLE II: Term and Termination

2.1 *Term.* The initial term of this Agreement shall be for one (1) year commencing January 1, 2020 and terminating at midnight on December 31, 2020. The City will provide written notice of the term extension to Contractor at least thirty (30) days prior to the termination of the initial term of the Agreement or as the parties otherwise agree. Upon written notice, the Contractor has fourteen (14) days to notify the City in writing whether or not it will accept the term extension. If Contractor elects not to accept the term extension, Contractor will be removed from the rotating call list.

Insurance Expires: 07-29-2020

2.2 *Termination for Cause.* If, through any cause, Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Contractor violates any of the terms and conditions of this Agreement and such breach or default is not cured within five (5) days after written notice thereof from the City, then the City shall have the right to terminate this Agreement with five (5) days written notice.

2.3 *Termination for Convenience.* Towing operators must commit to serving on the list for the entire calendar year (January 1 through December 31). If a participating towing service withdraws from the list during the year, it will not be replaced unless it is deemed necessary by the Chief of Police. If a towing service withdraws from the list during the year, the Chief of Police will use this to determine future eligibility and participation in this program.

ARTICLE III: Location, Services, Equipment, and Payment

3.1 *Business Location.* Although there is no requirement for the business to be located within the corporate city limits of Onalaska, the business location shall be within a geographical area which allows for the 20 minute response time to be met. The contractor shall have a local business telephone number that is accessible to the public by internet search at all times.

3.2 *Scope of Services.* Contractor is required to perform, do and carryout in a satisfactory, timely, and professional manner the services set forth in this Agreement. Contractor is required to furnish all services and labor necessary as indicated in this Agreement, including but not limited to materials, equipment, supplies, and incidentals. The scopes of services to be performed shall include, without limitation, those services set forth in this Agreement.

3.3 *General Services.* Contractor shall provide professional services for the towing and storage of vehicles in compliance with applicable state and local laws and regulations.

3.4 *Towing Services.* Upon notification, Contractor shall respond within twenty (20) minutes from time of call and arrival at the scene. Contractor must be available to tow vehicles 24-hours per day, seven (7) days per week and from anywhere within the corporate limits of the City of Onalaska. Towing services shall include Contractor removing any and all debris resulting from a traffic accident from the street or other public property. Contractor shall provide the Onalaska Police Department with a monthly report listing and itemizing any and all vehicles towed under this Agreement and other relevant information as requested by the Onalaska Police Department.

3.5 *Towing Equipment.* Contractor must maintain wreckers and equipment in good working order. Contractor must have a minimum of two wreckers, one of which is a flatbed and the other with a standard hoist and wheel lift. Contractor must also have the following additional equipment: J-hook/grab hook, T-hook chains, towing dolly, safety chains, wheel straps, steering wheel clamp, four foot long 4x4 crossbeam, five foot long 4x4 crossbeam, and on-scene clean-up equipment.

3.6 *Payment for Towing Services.* Contractor is solely responsible for obtaining payment for towing services from the vehicle owner/operator. The following are permitted towing fees for vehicles towed pursuant to this Agreement:

a) *General Fees for Non-City Vehicles.* For towing services, Contractor shall charge a rate of up to \$105.00 per vehicle for non-City vehicles. In the event that a flatbed is necessary, Contractor may charge a rate of up to \$116.00 per vehicle for non-City vehicles. The first thirty minutes of labor shall be included in these rates.

b) *Additional Fees for Non-City Vehicles.* An additional \$38.00 may be charged for the towing of a non-City vehicle that requires the use of go-jacks or dollies. For towing services for non-City vehicles required between the hours of 10:00 p.m. and 6:00 a.m., Contractor may charge an additional \$11.00. Contractors may also charge for the use of liquid drying material and shrink wrap used to secure the vehicles. For any labor required beyond the first thirty (30) minutes to tow/recover a non-City vehicle, the Contractor may charge a rate of up to \$33.00 per quarter hour. Contractor shall not charge any additional fees other than those specified in this section.

c) *City Vehicles.* Towing services for a City vehicle shall be charged at a rate of \$50.00 per vehicle, unless unusual circumstances exist and a higher rate is agreed to by the Chief of Police or his/her designee. City-owned vehicles are those vehicles owned or leased by the City of Onalaska or vehicles that are towed at the direction of the Onalaska Police Department that are facing seizure.

3.7 *Storage Services and Facility.* Unless otherwise specified by the owner/operator of the towed vehicle or the Onalaska Police Department as applicable, Contractor shall tow any non-City vehicles under this Agreement to a secure storage facility owned, operated, or maintained by Contractor. Any said storage facility located outdoors shall, at a minimum, be surrounded by a fence at least six (6) feet in height. City vehicles shall be towed to a location as determined by the Onalaska Police Department. Vehicles may be released to the owner of the vehicle during non-business hours.

3.8 *Payment for Storage Services.* Contractor is permitted to charge up to \$33.00 per day as a storage fee to the vehicle owner. No additional return amount shall be charged to the vehicle owner. Contractor is solely responsible for obtaining payment for storage services from the vehicle owner.

3.9 *Access to Vehicles.* Contractor shall, during its normal business hours, permit the owner of any vehicle towed pursuant to this Agreement to enter the vehicle and remove any personal property. Contractor shall not charge any fee for such entry and nor shall it require payment of towing or storage charges as a condition of such entry and removal of property.

3.10 *Registration Information.* Unless otherwise prohibited by law, Contractor may request and receive vehicle registration information from the Police Department for vehicles towed pursuant to this Agreement. Such information shall solely be used for legitimate business purposes by the Contractor. An Onalaska police officer will provide a yellow copy of the Vehicle Inventory Form if it was applicable to be filled out in the given situation.

3.11 *Level of Service.* The Onalaska Police Department will monitor the level of services and compliance by Contractor with this Agreement including, but not limited to, response time, competency of operators, and any unusual fees or charges. Repeated complaints or violations of the requirements and standards of this Agreement may result in the Chief of Police or his/her designee removing Contractor from the rotating call list until Contractor demonstrates to the Chief of Police or his/her designee that the level of service has improved and Contractor is in

compliance with the requirements and standards of this Agreement. This clause does not obligate the city to reinstate a contractor once they have been removed from the list.

ARTICLE IV: Permits, Licenses, Qualifications, and Compliance with Law

4.1 *Permits and Licenses.* Contractor shall obtain and maintain all necessary permits and licenses, at its sole expense, in order to provide the services under this Agreement, including but not limited to any requirements under state and local law.

4.2 *Qualifications.* Contractor represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized and permitted under state and local law to perform the services.

4.3 *Compliance With Law.* Contractor shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

ARTICLE V: Insurance and Indemnification

5.1 *Insurance.* Contractor shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

- 1) Commercial General Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage.
- 2) Automobile Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury and property damage covering all vehicles in relationship to this Agreement.
- 3) To the extent that Contractor employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.

Towing services will contact the City in writing immediately should their insurance coverage lapse or be canceled for any reason, or their L.C. permit or any other permits or licenses required by state law, Department of Transportation, or any other governmental regulatory entity is canceled or expires.

Such insurance must also include liability coverage for the vehicles that are towed and stored by Contractor. On the certificate of insurance, the City of Onalaska shall be named as an additional insured. Prior to the execution of this Agreement, Contractor shall file with City a certificate of insurance signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Contractor shall provide City with a thirty (30) day notice prior to termination or cancellation of the policy. City reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.

5.2 *Indemnification.* To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless, at Contractor's expense, the City, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Contractor, or of anyone acting under its direction or control or on

its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on City. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as City waiving its statutory limitations and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

Contractor shall reimburse City, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

ARTICLE VI: Assignment and Subcontracting

6.1 *Assignment, Sublet, and Transfer.* Contractor shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of City. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Contractor shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.

6.2 *Subcontracting.* None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of City. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

ARTICLE VII: Miscellaneous and Additional Provisions

7.1 *Independent Contractors.* The parties, their employees, agents, subcontractors, volunteers, and representatives shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.

7.2 *Taxes, Social Security, Insurance and Government Reporting.* Personal and business income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of Contractor receiving payment under this Agreement shall be the sole responsibility of Contractor.

7.3 *No Personal Liability.* Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of City have any personal liability arising out of this Agreement and Contractor shall not seek or claim any such personal liability.

7.4 *Governing Law.* This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of

Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

7.5 Jury Trial Waiver. The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

7.6 Notification. Contractor shall:

(1) As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify City in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Contractor with respect thereto.

(2) Promptly notify City of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Contractor contained in this Agreement to be untrue.

(3) Notify City, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Contractor or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Contractor or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Contractor or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

7.7 Severability. The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

7.8 No Waiver. The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

7.9 Conflicts of Interest. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contractor or its employee must be disclosed to City.

7.10 Non-Discrimination. Pursuant to law, it is unlawful and Contractor agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment

policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

7.11 *Political Activities.* Contractor shall not engage in any political activities while in performance of any and all services and work under this Agreement.

7.12 *Entire and Superseding Agreement.* This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of City, granting approvals or conditions attendant with such approval, the specific action of City shall be deemed controlling.

7.13 *Amendment.* This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

7.14 *Notices.* Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City:	Attn. Chief of Police City of Onalaska 415 Main Street Onalaska, WI 54601	Copy to:	Attn. City Attorney City of Onalaska 400 Main Street Onalaska, WI 54601
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Contractor shall identify in writing and provide to City the contact person and address for notices under this Agreement.

7.15 *Access to Records.* Contractor, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. City, or any of its duly authorized representatives, shall have access, at no cost to City, to such books, records, documents, papers or any records, including electronic, of Contractor which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

7.16 *Public Records Law.* Contractor understands and acknowledges that City is subject to the Public Records Law of the State of Wisconsin. As such, Contractor agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contractor agrees to assist City in complying with any public records request that City receives pertaining

to this Agreement. Additionally, Contractor agrees to indemnify and hold harmless City, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Contractor's actions or omissions which contribute to City's inability to comply with the Public Records Law. In the event that Contractor decides not to retain its records for a period of seven (7) years, then it shall provide written notice to City whereupon City shall take custody of said records assuming such records are not already maintained by City. This provision shall survive the termination of this Agreement.

7.17 *Construction.* This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This Agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

7.18 *No Third-Party Beneficiary.* Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

7.19 *Good Standing.* Contractor affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contractor is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

7.20 *Authority.* The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

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

7.22 *Survival.* All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

7.23 *Annual Training.* Towing services participating in this Agreement will be required to have a representative attend an annual orientation session to be held each November. Topics covered during orientation will include departmental expectations, the State of Wisconsin TIME System, ICS, safety requirements and any other information deemed necessary by the Chief of Police

IN WITNESS WHEREOF, the parties to this Agreement cause this instrument to be executed by their authorized representatives on the date and year first above written.

CITY OF ONALASKA ("City"):

By: [Signature]
Joe Chilson, Mayor [Signature]

By: [Signature]
Cari Burmaster, City Clerk

Dowstowing and Repairs, I.C.
("Contractor"):

By: [Signature]

Name: Michael K. Masolek
Title: Vice President

ONALASKA POLICE DEPARTMENT

HOLD-HARMLESS AGREEMENT
FOR
TOWING SERVICES

Donis Towing and Repair, Inc
Towing Service Name

Michael K. Masrock v.p.
Service Representative

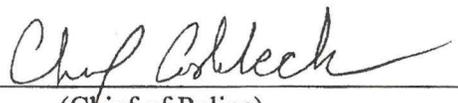
Address: 816 Monitor St
La Crosse, WI 54603

Tel. # 608-784-5872

The above-named towing service agrees to maintain the minimum standards contained within the Onalaska Police Department's Towing Policy as established by the Chief of Police.

The above-named towing service further agrees that it shall bear all responsibility for the safe towing and storage of vehicles towed at the City's request and shall, and hereby does, indemnify and hold harmless the City of Onalaska and the Onalaska Police and Fire Departments, against any and all damages or injury or claim of damages or injury to towed vehicles and their contents.

Signature: 
(Towing Service)

Signature: 
(Chief of Police)

Date: 11/14/19 Time: 2:00 pm

Date: 12-30-19 Time: 0930

Signature: 
(Mayor)

Date: 1/2/20 Time: 11:30am

(608) 567-2252
(608) 723-6440

Fax From TRICOR Insurance



To:	From: Pamela Kowal, CISR
City of Onalaska	Pages: 2 (including this cover)
Fax: (608) 781-9556	Date: Thursday, July 25, 2019
RE: Renewal Certificate for Don's Towing & Repair Inc	

**WRECKER OF THE WEEK AGREEMENT
BETWEEN THE CITY OF ONALASKA
AND Del's Towing**

This agreement is made and entered into this 13th day of Dec., 2019 by and between the City of Onalaska (hereinafter "City"), a municipal corporation with offices located at 415 Main Street, Onalaska, WI 54650, and Del's Towing (hereinafter "Contractor"), with principal offices located at 221 Main St Onalaska, WI 54650

WHEREAS, situations arise in which the City is called upon to assist with obtaining professional services for the towing and storage of vehicles, and

WHEREAS, the City utilizes a rotating call list for such towing and storage services, referred to as "Wrecker of the Week",

WHEREAS, Contractor has provided that it has the necessary qualifications and desires to be included on the rotating call list, and

WHEREAS, the parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and received, the parties hereby covenant and agree as follows:

ARTICLE I: Purpose and Procedure

1.1 *Purpose.* The Onalaska Police Department is called upon to assist during incidents that require towing and storage of vehicles, including, but not limited to, vehicles disabled due to accidents and/or mechanical failure, vehicles seized as evidence, stolen vehicles, and vehicles creating a traffic hazard. As such, the Onalaska Police Department establishes a rotating call list of qualified and authorized towing companies referred to as "Wrecker of the Week". The purpose of this Agreement is for Contractor to provide professional services for the towing and storage of vehicles consistent with the terms and conditions of this Agreement.

1.2 *Procedure.* Authorized contractors on the call list will be used on a rotating basis. Each rotation period shall be for one week, with the week commencing at 7 a.m. on Sunday of each week. The Onalaska Police Department will provide a schedule of authorized contractors for towing services to the La Crosse County Emergency Dispatch Center. The "Wrecker of the Week" and rotating call list will not be utilized if the owner/operator of the vehicle expresses a preference for a particular towing service or contractor.

ARTICLE II: Term and Termination

2.1 *Term.* The initial term of this Agreement shall be for one (1) year commencing January 1, 2020 and terminating at midnight on December 31, 2020. The City will provide written notice of the term extension to Contractor at least thirty (30) days prior to the termination of the initial term of the Agreement or as the parties otherwise agree. Upon written notice, the Contractor has fourteen (14) days to notify the City in writing whether or not it will accept the term extension. If Contractor elects not to accept the term extension, Contractor will be removed from the rotating call list.

Insurance Expires: 10/1/2020

2.2 *Termination for Cause.* If, through any cause, Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Contractor violates any of the terms and conditions of this Agreement and such breach or default is not cured within five (5) days after written notice thereof from the City, then the City shall have the right to terminate this Agreement with five (5) days written notice.

2.3 *Termination for Convenience.* Towing operators must commit to serving on the list for the entire calendar year (January 1 through December 31). If a participating towing service withdraws from the list during the year, it will not be replaced unless it is deemed necessary by the Chief of Police. If a towing service withdraws from the list during the year, the Chief of Police will use this to determine future eligibility and participation in this program.

ARTICLE III: Location, Services, Equipment, and Payment

3.1 *Business Location.* Although there is no requirement for the business to be located within the corporate city limits of Onalaska, the business location shall be within a geographical area which allows for the 20 minute response time to be met. The contractor shall have a local business telephone number that is accessible to the public by internet search at all times.

3.2 *Scope of Services.* Contractor is required to perform, do and carryout in a satisfactory, timely, and professional manner the services set forth in this Agreement. Contractor is required to furnish all services and labor necessary as indicated in this Agreement, including but not limited to materials, equipment, supplies, and incidentals. The scopes of services to be performed shall include, without limitation, those services set forth in this Agreement.

3.3 *General Services.* Contractor shall provide professional services for the towing and storage of vehicles in compliance with applicable state and local laws and regulations.

3.4 *Towing Services.* Upon notification, Contractor shall respond within twenty (20) minutes from time of call and arrival at the scene. Contractor must be available to tow vehicles 24-hours per day, seven (7) days per week and from anywhere within the corporate limits of the City of Onalaska. Towing services shall include Contractor removing any and all debris resulting from a traffic accident from the street or other public property. Contractor shall provide the Onalaska Police Department with a monthly report listing and itemizing any and all vehicles towed under this Agreement and other relevant information as requested by the Onalaska Police Department.

3.5 *Towing Equipment.* Contractor must maintain wreckers and equipment in good working order. Contractor must have a minimum of two wreckers, one of which is a flatbed and the other with a standard hoist and wheel lift. Contractor must also have the following additional equipment: J-hook/grab hook, T-hook chains, towing dolly, safety chains, wheel straps, steering wheel clamp, four foot long 4x4 crossbeam, five foot long 4x4 crossbeam, and on-scene clean-up equipment.

3.6 *Payment for Towing Services.* Contractor is solely responsible for obtaining payment for towing services from the vehicle owner/operator. The following are permitted towing fees for vehicles towed pursuant to this Agreement:

a) *General Fees for Non-City Vehicles.* For towing services, Contractor shall charge a rate of up to \$105.00 per vehicle for non-City vehicles. In the event that a flatbed is necessary, Contractor may charge a rate of up to \$116.00 per vehicle for non-City vehicles. The first thirty minutes of labor shall be included in these rates.

b) *Additional Fees for Non-City Vehicles.* An additional \$38.00 may be charged for the towing of a non-City vehicle that requires the use of go-jacks or dollies. For towing services for non-City vehicles required between the hours of 10:00 p.m. and 6:00 a.m., Contractor may charge an additional \$11.00. Contractors may also charge for the use of liquid drying material and shrink wrap used to secure the vehicles. For any labor required beyond the first thirty (30) minutes to tow/recover a non-City vehicle, the Contractor may charge a rate of up to \$33.00 per quarter hour. Contractor shall not charge any additional fees other than those specified in this section.

c) *City Vehicles.* Towing services for a City vehicle shall be charged at a rate of \$50.00 per vehicle, unless unusual circumstances exist and a higher rate is agreed to by the Chief of Police or his/her designee. City-owned vehicles are those vehicles owned or leased by the City of Onalaska or vehicles that are towed at the direction of the Onalaska Police Department that are facing seizure.

3.7 *Storage Services and Facility.* Unless otherwise specified by the owner/operator of the towed vehicle or the Onalaska Police Department as applicable, Contractor shall tow any non-City vehicles under this Agreement to a secure storage facility owned, operated, or maintained by Contractor. Any said storage facility located outdoors shall, at a minimum, be surrounded by a fence at least six (6) feet in height. City vehicles shall be towed to a location as determined by the Onalaska Police Department. Vehicles may be released to the owner of the vehicle during non-business hours.

3.8 *Payment for Storage Services.* Contractor is permitted to charge up to \$33.00 per day as a storage fee to the vehicle owner. No additional return amount shall be charged to the vehicle owner. Contractor is solely responsible for obtaining payment for storage services from the vehicle owner.

3.9 *Access to Vehicles.* Contractor shall, during its normal business hours, permit the owner of any vehicle towed pursuant to this Agreement to enter the vehicle and remove any personal property. Contractor shall not charge any fee for such entry and nor shall it require payment of towing or storage charges as a condition of such entry and removal of property.

3.10 *Registration Information.* Unless otherwise prohibited by law, Contractor may request and receive vehicle registration information from the Police Department for vehicles towed pursuant to this Agreement. Such information shall solely be used for legitimate business purposes by the Contractor. An Onalaska police officer will provide a yellow copy of the Vehicle Inventory Form if it was applicable to be filled out in the given situation.

3.11 *Level of Service.* The Onalaska Police Department will monitor the level of services and compliance by Contractor with this Agreement including, but not limited to, response time, competency of operators, and any unusual fees or charges. Repeated complaints or violations of the requirements and standards of this Agreement may result in the Chief of Police or his/her designee removing Contractor from the rotating call list until Contractor demonstrates to the Chief of Police or his/her designee that the level of service has improved and Contractor is in

compliance with the requirements and standards of this Agreement. This clause does not obligate the city to reinstate a contractor once they have been removed from the list.

ARTICLE IV: Permits, Licenses, Qualifications, and Compliance with Law

4.1 *Permits and Licenses.* Contractor shall obtain and maintain all necessary permits and licenses, at its sole expense, in order to provide the services under this Agreement, including but not limited to any requirements under state and local law.

4.2 *Qualifications.* Contractor represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized and permitted under state and local law to perform the services.

4.3 *Compliance With Law.* Contractor shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

ARTICLE V: Insurance and Indemnification

5.1 *Insurance.* Contractor shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

- 1) Commercial General Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage.
- 2) Automobile Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury and property damage covering all vehicles in relationship to this Agreement.
- 3) To the extent that Contractor employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.

Towing services will contact the City in writing immediately should their insurance coverage lapse or be canceled for any reason, or their L.C. permit or any other permits or licenses required by state law, Department of Transportation, or any other governmental regulatory entity is canceled or expires.

Such insurance must also include liability coverage for the vehicles that are towed and stored by Contractor. On the certificate of insurance, the City of Onalaska shall be named as an additional insured. Prior to the execution of this Agreement, Contractor shall file with City a certificate of insurance signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Contractor shall provide City with a thirty (30) day notice prior to termination or cancellation of the policy. City reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.

5.2 *Indemnification.* To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless, at Contractor's expense, the City, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Contractor, or of anyone acting under its direction or control or on

its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on City. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as City waiving its statutory limitations and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

Contractor shall reimburse City, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

ARTICLE VI: Assignment and Subcontracting

6.1 *Assignment, Sublet, and Transfer.* Contractor shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of City. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Contractor shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.

6.2 *Subcontracting.* None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of City. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

ARTICLE VII: Miscellaneous and Additional Provisions

7.1 *Independent Contractors.* The parties, their employees, agents, subcontractors, volunteers, and representatives shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.

7.2 *Taxes, Social Security, Insurance and Government Reporting.* Personal and business income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of Contractor receiving payment under this Agreement shall be the sole responsibility of Contractor.

7.3 *No Personal Liability.* Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of City have any personal liability arising out of this Agreement and Contractor shall not seek or claim any such personal liability.

7.4 *Governing Law.* This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of

Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

7.5 *Jury Trial Waiver.* The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

7.6 *Notification.* Contractor shall:

- (1) As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify City in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Contractor with respect thereto.
- (2) Promptly notify City of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Contractor contained in this Agreement to be untrue.
- (3) Notify City, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Contractor or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Contractor or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Contractor or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

7.7 *Severability.* The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

7.8 *No Waiver.* The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

7.9 *Conflicts of Interest.* Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contractor or its employee must be disclosed to City.

7.10 *Non-Discrimination.* Pursuant to law, it is unlawful and Contractor agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment

policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

7.11 *Political Activities.* Contractor shall not engage in any political activities while in performance of any and all services and work under this Agreement.

7.12 *Entire and Superseding Agreement.* This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of City, granting approvals or conditions attendant with such approval, the specific action of City shall be deemed controlling.

7.13 *Amendment.* This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

7.14 *Notices.* Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City:	Attn. Chief of Police City of Onalaska 415 Main Street Onalaska, WI 54601	Copy to:	Attn. City Attorney City of Onalaska 400 Main Street Onalaska, WI 54601
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Contractor shall identify in writing and provide to City the contact person and address for notices under this Agreement.

7.15 *Access to Records.* Contractor, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. City, or any of its duly authorized representatives, shall have access, at no cost to City, to such books, records, documents, papers or any records, including electronic, of Contractor which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

7.16 *Public Records Law.* Contractor understands and acknowledges that City is subject to the Public Records Law of the State of Wisconsin. As such, Contractor agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contractor agrees to assist City in complying with any public records request that City receives pertaining

to this Agreement. Additionally, Contractor agrees to indemnify and hold harmless City, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Contractor's actions or omissions which contribute to City's inability to comply with the Public Records Law. In the event that Contractor decides not to retain its records for a period of seven (7) years, then it shall provide written notice to City whereupon City shall take custody of said records assuming such records are not already maintained by City. This provision shall survive the termination of this Agreement.

7.17 *Construction.* This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This Agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

7.18 *No Third-Party Beneficiary.* Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

7.19 *Good Standing.* Contractor affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contractor is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

7.20 *Authority.* The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

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

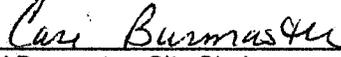
7.22 *Survival.* All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

7.23 *Annual Training.* Towing services participating in this Agreement will be required to have a representative attend an annual orientation session to be held each November. Topics covered during orientation will include departmental expectations, the State of Wisconsin TIME System, ICS, safety requirements and any other information deemed necessary by the Chief of Police

IN WITNESS WHEREOF, the parties to this Agreement cause this instrument to be executed by their authorized representatives on the date and year first above written.

CITY OF ONALASKA ("City"):

By: 
~~Joe Chilsen, Mayor~~ Kim Smith

By: 
Cari Burmaster, City Clerk

De's Auto Repair ("Contractor"):

By: 

Name: Dylan Delagrave
Title: Towing Coordinator

ONALASKA POLICE DEPARTMENT

HOLD-HARMLESS AGREEMENT
FOR
TOWING SERVICES

Dels Auto Repair
Towing Service Name

Dylan Delagrate
Service Representative

Address: 221 Main St

Onalaska WI 54650

Tel. # 608 769 7406

The above-named towing service agrees to maintain the minimum standards contained within the Onalaska Police Department's Towing Policy as established by the Chief of Police.

The above-named towing service further agrees that it shall bear all responsibility for the safe towing and storage of vehicles towed at the City's request and shall, and hereby does, indemnify and hold harmless the City of Onalaska and the Onalaska Police and Fire Departments, against any and all damages or injury or claim of damages or injury to towed vehicles and their contents.

Signature: [Signature]
(Towing Service)

Signature: [Signature]
(Chief of Police)

Date: 11-15-19 Time: 9am

Date: 12-30-19 Time: 0931

Signature: [Signature]
(Mayor)

Date: 1/2/20 Time: 11:30a



DELSAUT-02

LPIONTEK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2019

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

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

PRODUCER Robertson Ryan - Milwaukee 330 East Kilbourn Avenue, Suite 850 Milwaukee, WI 53202	CONTACT NAME: Lisa Plontek	
	PHONE (A/C, No, Ext): (414) 221-0361	FAX (A/C, No): (414) 271-3012
E-MAIL ADDRESS: lplontek@robertsonryan.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: WEST BEND MUTUAL INSURANCE COMPANY		15350
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

 Del's Auto Repair LLC
 221 Main Street
 Onalaska, WI 54650

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INER LTR	TYPE OF INSURANCE	ADDL INSUR (INS) WAIV	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER-JECT <input type="checkbox"/> LOC OTHER:		2353651	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 EMP PRACTICES L \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE/AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		2353651	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS		2353651	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Onalaska 415 Main Street Onalaska, WI 54650	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**WRECKER OF THE WEEK AGREEMENT
BETWEEN THE CITY OF ONALASKA
AND Paul's Towing**

This agreement is made and entered into this 11TH day of December, 2015 by and between the City of Onalaska (hereinafter "City"), a municipal corporation with offices located at 415 Main Street, Onalaska, WI 54650, and Paul's Towing (hereinafter "Contractor"), with principal offices located at 620 Amy Drive Holmen, WI 54636

WHEREAS, situations arise in which the City is called upon to assist with obtaining professional services for the towing and storage of vehicles, and

WHEREAS, the City utilizes a rotating call list for such towing and storage services, referred to as "Wrecker of the Week",

WHEREAS, Contractor has provided that it has the necessary qualifications and desires to be included on the rotating call list, and

WHEREAS, the parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and received, the parties hereby covenant and agree as follows:

ARTICLE I: Purpose and Procedure

1.1 *Purpose.* The Onalaska Police Department is called upon to assist during incidents that require towing and storage of vehicles, including, but not limited to, vehicles disabled due to accidents and/or mechanical failure, vehicles seized as evidence, stolen vehicles, and vehicles creating a traffic hazard. As such, the Onalaska Police Department establishes a rotating call list of qualified and authorized towing companies referred to as "Wrecker of the Week". The purpose of this Agreement is for Contractor to provide professional services for the towing and storage of vehicles consistent with the terms and conditions of this Agreement.

1.2 *Procedure.* Authorized contractors on the call list will be used on a rotating basis. Each rotation period shall be for one week, with the week commencing at 7 a.m. on Sunday of each week. The Onalaska Police Department will provide a schedule of authorized contractors for towing services to the La Crosse County Emergency Dispatch Center. The "Wrecker of the Week" and rotating call list will not be utilized if the owner/operator of the vehicle expresses a preference for a particular towing service or contractor.

ARTICLE II: Term and Termination

2.1 *Term.* The initial term of this Agreement shall be for one (1) year commencing January 1, 2020 and terminating at midnight on December 31, 2020. The City will provide written notice of the term extension to Contractor at least thirty (30) days prior to the termination of the initial term of the Agreement or as the parties otherwise agree. Upon written notice, the Contractor has fourteen (14) days to notify the City in writing whether or not it will accept the term extension. If Contractor elects not to accept the term extension, Contractor will be removed from the rotating call list.

Insurance Expires: 08/26/2020

2.2 *Termination for Cause.* If, through any cause, Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Contractor violates any of the terms and conditions of this Agreement and such breach or default is not cured within five (5) days after written notice thereof from the City, then the City shall have the right to terminate this Agreement with five (5) days written notice.

2.3 *Termination for Convenience.* Towing operators must commit to serving on the list for the entire calendar year (January 1 through December 31). If a participating towing service withdraws from the list during the year, it will not be replaced unless it is deemed necessary by the Chief of Police. If a towing service withdraws from the list during the year, the Chief of Police will use this to determine future eligibility and participation in this program.

ARTICLE III: Location, Services, Equipment, and Payment

3.1 *Business Location.* Although there is no requirement for the business to be located within the corporate city limits of Onalaska, the business location shall be within a geographical area which allows for the 20 minute response time to be met. The contractor shall have a local business telephone number that is accessible to the public by internet search at all times.

3.2 *Scope of Services.* Contractor is required to perform, do and carryout in a satisfactory, timely, and professional manner the services set forth in this Agreement. Contractor is required to furnish all services and labor necessary as indicated in this Agreement, including but not limited to materials, equipment, supplies, and incidentals. The scopes of services to be performed shall include, without limitation, those services set forth in this Agreement.

3.3 *General Services.* Contractor shall provide professional services for the towing and storage of vehicles in compliance with applicable state and local laws and regulations.

3.4 *Towing Services.* Upon notification, Contractor shall respond within twenty (20) minutes from time of call and arrival at the scene. Contractor must be available to tow vehicles 24-hours per day, seven (7) days per week and from anywhere within the corporate limits of the City of Onalaska. Towing services shall include Contractor removing any and all debris resulting from a traffic accident from the street or other public property. Contractor shall provide the Onalaska Police Department with a monthly report listing and itemizing any and all vehicles towed under this Agreement and other relevant information as requested by the Onalaska Police Department.

3.5 *Towing Equipment.* Contractor must maintain wreckers and equipment in good working order. Contractor must have a minimum of two wreckers, one of which is a flatbed and the other with a standard hoist and wheel lift. Contractor must also have the following additional equipment: J-hook/grab hook, T-hook chains, towing dolly, safety chains, wheel straps, steering wheel clamp, four foot long 4x4 crossbeam, five foot long 4x4 crossbeam, and on-scene clean-up equipment.

3.6 *Payment for Towing Services.* Contractor is solely responsible for obtaining payment for towing services from the vehicle owner/operator. The following are permitted towing fees for vehicles towed pursuant to this Agreement:

a) *General Fees for Non-City Vehicles.* For towing services, Contractor shall charge a rate of up to \$105.00 per vehicle for non-City vehicles. In the event that a flatbed is necessary, Contractor may charge a rate of up to \$116.00 per vehicle for non-City vehicles. The first thirty minutes of labor shall be included in these rates.

b) *Additional Fees for Non-City Vehicles.* An additional \$38.00 may be charged for the towing of a non-City vehicle that requires the use of go-jacks or dollies. For towing services for non-City vehicles required between the hours of 10:00 p.m. and 6:00 a.m., Contractor may charge an additional \$11.00. Contractors may also charge for the use of liquid drying material and shrink wrap used to secure the vehicles. For any labor required beyond the first thirty (30) minutes to tow/recover a non-City vehicle, the Contractor may charge a rate of up to \$33.00 per quarter hour. Contractor shall not charge any additional fees other than those specified in this section.

c) *City Vehicles.* Towing services for a City vehicle shall be charged at a rate of \$50.00 per vehicle, unless unusual circumstances exist and a higher rate is agreed to by the Chief of Police or his/her designee. City-owned vehicles are those vehicles owned or leased by the City of Onalaska or vehicles that are towed at the direction of the Onalaska Police Department that are facing seizure.

3.7 *Storage Services and Facility.* Unless otherwise specified by the owner/operator of the towed vehicle or the Onalaska Police Department as applicable, Contractor shall tow any non-City vehicles under this Agreement to a secure storage facility owned, operated, or maintained by Contractor. Any said storage facility located outdoors shall, at a minimum, be surrounded by a fence at least six (6) feet in height. City vehicles shall be towed to a location as determined by the Onalaska Police Department. Vehicles may be released to the owner of the vehicle during non-business hours.

3.8 *Payment for Storage Services.* Contractor is permitted to charge up to \$33.00 per day as a storage fee to the vehicle owner. No additional return amount shall be charged to the vehicle owner. Contractor is solely responsible for obtaining payment for storage services from the vehicle owner.

3.9 *Access to Vehicles.* Contractor shall, during its normal business hours, permit the owner of any vehicle towed pursuant to this Agreement to enter the vehicle and remove any personal property. Contractor shall not charge any fee for such entry and nor shall it require payment of towing or storage charges as a condition of such entry and removal of property.

3.10 *Registration Information.* Unless otherwise prohibited by law, Contractor may request and receive vehicle registration information from the Police Department for vehicles towed pursuant to this Agreement. Such information shall solely be used for legitimate business purposes by the Contractor. An Onalaska police officer will provide a yellow copy of the Vehicle Inventory Form if it was applicable to be filled out in the given situation.

3.11 *Level of Service.* The Onalaska Police Department will monitor the level of services and compliance by Contractor with this Agreement including, but not limited to, response time, competency of operators, and any unusual fees or charges. Repeated complaints or violations of the requirements and standards of this Agreement may result in the Chief of Police or his/her designee removing Contractor from the rotating call list until Contractor demonstrates to the Chief of Police or his/her designee that the level of service has improved and Contractor is in

compliance with the requirements and standards of this Agreement. This clause does not obligate the city to reinstate a contractor once they have been removed from the list.

ARTICLE IV: Permits, Licenses, Qualifications, and Compliance with Law

4.1 *Permits and Licenses.* Contractor shall obtain and maintain all necessary permits and licenses, at its sole expense, in order to provide the services under this Agreement, including but not limited to any requirements under state and local law.

4.2 *Qualifications.* Contractor represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized and permitted under state and local law to perform the services.

4.3 *Compliance With Law.* Contractor shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

ARTICLE V: Insurance and Indemnification

5.1 *Insurance.* Contractor shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

- 1) Commercial General Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage.
- 2) Automobile Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury and property damage covering all vehicles in relationship to this Agreement.
- 3) To the extent that Contractor employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.

Towing services will contact the City in writing immediately should their insurance coverage lapse or be canceled for any reason, or their L.C. permit or any other permits or licenses required by state law, Department of Transportation, or any other governmental regulatory entity is canceled or expires.

Such insurance must also include liability coverage for the vehicles that are towed and stored by Contractor. On the certificate of insurance, the City of Onalaska shall be named as an additional insured. Prior to the execution of this Agreement, Contractor shall file with City a certificate of insurance signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Contractor shall provide City with a thirty (30) day notice prior to termination or cancellation of the policy. City reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.

5.2 *Indemnification.* To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless, at Contractor's expense, the City, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Contractor, or of anyone acting under its direction or control or on

its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on City. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as City waiving its statutory limitations and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

Contractor shall reimburse City, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

ARTICLE VI: Assignment and Subcontracting

6.1 *Assignment, Sublet, and Transfer.* Contractor shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of City. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Contractor shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.

6.2 *Subcontracting.* None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of City. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

ARTICLE VII: Miscellaneous and Additional Provisions

7.1 *Independent Contractors.* The parties, their employees, agents, subcontractors, volunteers, and representatives shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.

7.2 *Taxes, Social Security, Insurance and Government Reporting.* Personal and business income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of Contractor receiving payment under this Agreement shall be the sole responsibility of Contractor.

7.3 *No Personal Liability.* Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of City have any personal liability arising out of this Agreement and Contractor shall not seek or claim any such personal liability.

7.4 *Governing Law.* This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of

Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

7.5 Jury Trial Waiver. The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

7.6 Notification. Contractor shall:

(1) As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify City in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Contractor with respect thereto.

(2) Promptly notify City of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Contractor contained in this Agreement to be untrue.

(3) Notify City, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Contractor or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Contractor or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Contractor or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

7.7 Severability. The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

7.8 No Waiver. The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

7.9 Conflicts of Interest. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contractor or its employee must be disclosed to City.

7.10 Non-Discrimination. Pursuant to law, it is unlawful and Contractor agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment

policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

7.11 *Political Activities.* Contractor shall not engage in any political activities while in performance of any and all services and work under this Agreement.

7.12 *Entire and Superseding Agreement.* This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of City, granting approvals or conditions attendant with such approval, the specific action of City shall be deemed controlling.

7.13 *Amendment.* This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

7.14 *Notices.* Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City:	Attn. Chief of Police City of Onalaska 415 Main Street Onalaska, WI 54601	Copy to:	Attn. City Attorney City of Onalaska 400 Main Street Onalaska, WI 54601
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Contractor shall identify in writing and provide to City the contact person and address for notices under this Agreement.

7.15 *Access to Records.* Contractor, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. City, or any of its duly authorized representatives, shall have access, at no cost to City, to such books, records, documents, papers or any records, including electronic, of Contractor which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

7.16 *Public Records Law.* Contractor understands and acknowledges that City is subject to the Public Records Law of the State of Wisconsin. As such, Contractor agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contractor agrees to assist City in complying with any public records request that City receives pertaining

to this Agreement. Additionally, Contractor agrees to indemnify and hold harmless City, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Contractor's actions or omissions which contribute to City's inability to comply with the Public Records Law. In the event that Contractor decides not to retain its records for a period of seven (7) years, then it shall provide written notice to City whereupon City shall take custody of said records assuming such records are not already maintained by City. This provision shall survive the termination of this Agreement.

7.17 *Construction.* This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This Agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

7.18 *No Third-Party Beneficiary.* Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

7.19 *Good Standing.* Contractor affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contractor is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

7.20 *Authority.* The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

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

7.22 *Survival.* All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

7.23 *Annual Training.* Towing services participating in this Agreement will be required to have a representative attend an annual orientation session to be held each November. Topics covered during orientation will include departmental expectations, the State of Wisconsin TIME System, ICS, safety requirements and any other information deemed necessary by the Chief of Police

IN WITNESS WHEREOF, the parties to this Agreement cause this instrument to be executed by their authorized representatives on the date and year first above written.

CITY OF ONALASKA ("City"):

By: [Signature]
Joe Chiisen, Mayor Kim Smith

By: [Signature]
Cari Burmaster, City Clerk

Paul's TOWRY ("Contractor"):

By: [Signature]

Name: Paul Madhu
Title: Owner

ONALASKA POLICE DEPARTMENT

HOLD-HARMLESS AGREEMENT
FOR
TOWING SERVICES

Paul's Towing
Towing Service Name

Paul Muller
Service Representative

Address: 620 Amy DR
Holmes WI 54636
Tel. # 608-526-4666

The above-named towing service agrees to maintain the minimum standards contained within the Onalaska Police Department's Towing Policy as established by the Chief of Police.

The above-named towing service further agrees that it shall bear all responsibility for the safe towing and storage of vehicles towed at the City's request and shall, and hereby does, indemnify and hold harmless the City of Onalaska and the Onalaska Police and Fire Departments, against any and all damages or injury or claim of damages or injury to towed vehicles and their contents.

Signature: Paul's Towing
(Towing Service)

Signature: Chief Robbeck
(Chief of Police)

Date: 11-14-19 Time: 12:30pm

Date: 12-30-19 Time: 0931

Signature: [Signature]
(Mayor)

Date: 1/2/20 Time: 11:30am



Robertson Ryan & Associates, Inc.
330 East Kilbourn Avenue, Ste. 650
Milwaukee WI 53202
Phone: 414. 271.3575
Fax: 414.271.0196

Fax

To:	City of Onalaska	From:	Cathy Mathwig
Fax:	(608) 781-9556	Phone:	(414) 221-0395
RE:	Paul's Towing 2019-2020 Renewal Cert	Pages:	2 (including this cover)
		Date:	Monday, August 12, 2019

Notes:



PAULTOW-01

CMATHWIG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/12/2019

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

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

PRODUCER Robertson Ryan - La Crosse PO Box 547 La Crosse, WI 54602	CONTACT Cathy Mathwig PHONE (A/C, No, Ext): (414) 221-0395 1395 FAX (A/C, No): (262) 717-9436 E-MAIL ADDRESS: cmathwig@robertsonryan.com														
INSURED Paul's Towing Paul Mahlum DBA Paul Mahlum DBA 620 Amy Drive Holmen, WI 54636	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: PIONEER SPECIALTY INSURANCE COMPANY</td> <td>40312</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: PIONEER SPECIALTY INSURANCE COMPANY	40312	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP 1000765	8/26/2019	8/26/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPP 1000483	8/26/2019	8/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

City of Onalaska 415 Main Street Onalaska, WI 54650	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

LICENSES: ALL

SORTED BY: LICENSE NUMBER

LICENSE CODES: Include: RECBURN-E , RECBURN-O

CLASSES: All

STATUS: ACTIVE

CITY LIMITS: INSIDE, OUTSIDE



EFFECTIVE
EXPIRATIO
COMMENT:
PAY STATU

ID	CODE	NAME/ PROPERTY ADDRESS		STATUS	CLASS/ REPORT	ORIG/ RENEW	TERM/ PRINTED
00777 9/16/20-12/31/21	RECBURN-E	OPLAND 1393 COUNTY ROAD SS	LINDA	ACTIVE	REC BURN REC BURN	9/17/2012	9/16/2020
03091 9/23/20-12/31/21	RECBURN-E	WENGER 143 LARKSPUR LN E	THOMAS	ACTIVE	REC BURN REC BURN	5/31/2013	9/23/2020
04230 9/15/20-12/31/21	RECBURN-E	KORISH 417 LOCUST ST	KRISTI	ACTIVE	REC BURN REC BURN	8/14/2014	9/15/2020
06506 9/02/20-12/31/21	RECBURN-E	BOHAN 700 QUINCY ST	SETH	ACTIVE	REC BURN REC BURN	9/02/2020	9/10/2020
06512 9/08/20-12/31/21	RECBURN-E	HOLUM 1865 SAND LAKE RD	LAURA	ACTIVE	REC BURN REC BURN	9/08/2020	9/10/2020
06519 9/14/20-12/31/21	RECBURN-E	WORKMAN 623 FAIRWAY CREEK	ALLEN	ACTIVE	REC BURN REC BURN	9/14/2020	9/18/2020
06520 9/14/20-12/31/21	RECBURN-E	KLOSSING 415 MAIN ST	MICHAEL	ACTIVE	REC BURN REC BURN	9/14/2020	9/18/2020
06528 9/17/20-12/31/21	RECBURN-E	WALDNER 511 121TH AVE N 1	DANIEL	ACTIVE	REC BURN REC BURN	9/17/2020	9/17/2020
06536 9/18/20-12/31/21	RECBURN-E	STADTLER 123 17TH AVE NO	KIM	ACTIVE	REC BURN REC BURN	9/18/2020	9/18/2020

REPORT TOTALS: 9 LICENSES

Title 10 Motor Vehicles and Traffic Code							
Title 10 Chapter 1 Traffic and Parking							
10.01.31.A	Twenty Four (24) Hour Parking Limitation (72 Disabled)						\$15.00
10.01.31.B	Posted Limitations						\$15.00
10.01.31.D.1.a	Parking Restrictions on School Grounds						\$15.00
10.01.31.D.1.b	Parking in Bus Lane						\$15.00
10.01.31.E	Alternate Side Parking Restrictions						\$15.00
10.01.31.F	Parking Reserved for Disabled Parking Permits						\$250.00
10.01.31.G	Unlawful Removal of Parking Citations	\$50.00	\$13.00	\$38.00	\$10.00	\$13.00	\$124.00
10.01.32.A	Temporary Parking Restrictions						\$15.00
10.01.32.B	Temporary Parking Restrictions for Special Events						\$15.00
10.01.33.A	Parking Prohibited in Certain Specified Places						\$15.00
10.01.33.B	Parking in Driveways w/o permission						\$15.00
10.01.33.C	Vehicles Blocking Private Drive, Alley or Fire Lane						\$15.00
10.01.33.D	Parking Vehicle for Repair						\$15.00
10.01.33.E	Angle Parking						\$25.00
10.01.34.A	Leaving Keys in Vehicle						\$25.00
10.01.34.B	Parking Vehicles with Motor Running	\$100.00	\$13.00	\$38.00	\$10.00	\$13.00	\$187.00
10.01.34.C	Unattended Motorized Machinery						\$25.00
10.01.36	Parking Vehicles of 12,000 lbs or 18 Feet Restricted						\$25.00
10.01.36.B	Parking Recreational Vehicle or Trailer on Street						\$25.00
10.01.37	Operation of Unlicensed Operator in Public Parking Lot/Ramp	\$100.00	\$13.00	\$38.00	\$10.00	\$13.00	\$187.00

ORDINANCE NO. 1682-2020

AN ORDINANCE TO CORRECT THE ZONING OF A PARCEL LOCATED IN SECTION 32, TOWNSHIP 17, RANGE 7 IN THE CITY OF ONALASKA, LA CROSSE COUNTY WISCONSIN FROM LOW DENSITY RESIDENTIAL (R-1) TO HIGH DENSITY RESIDENTIAL (R-4)

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

SECTION I. The zoning map which is adopted as part of Section 13.02.12 of the Unified Development Code of the City of Onalaska is hereby amended to correct the zoning designation by rezoning the parcel described below from Low Density Residential (R-1) to High Density Residential (R-4).

Parcel is more particularly described as:

Parcel Address: Not yet defined
Computer Number: 18-2096-29
Section 32, Township 17, Range 07,

PRT NE-SW COM SE COR N 288FT S75D30MW 477.5FT N31DW 596FT TO POB
N31DW 440FT N75D30ME 414FT S31DE 440FT S75D30MW 414FT TO POB T/W
30FT ESMT IN V380 P383

SECTION II. The office of the City Engineer is hereby directed to make the above-described zoning changes on the official City of Onalaska zoning map.

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

Dated this _____ day of _____, 2020.

CITY OF ONALASKA

By: _____
Kim Smith, Mayor

By: _____
JoAnn Marcon, Clerk

PASSED:
APPROVED:
PUBLISHED:

AN ORDINANCE TO AMEND TITLE 13 OF THE CODE OF ORDINANCES OF THE CITY OF ONALASKA RELATING TO SURFACING AND PARKING

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

SECTION I. Section 21, Subsection B.4 (13.03.21.B.4), and Table 13.03.21-1 related to Automobile sale, leasing and service, of Division 2 of Chapter 3 of Title 13 Unified Development Code are hereby deleted in their entirety and replaced as follows:

13.03.21.B.4

4. **Surfacing.** All off-street parking areas shall be surfaced with a dustless all-weather material capable of carrying a wheel load of four thousand (4,000) pounds, which is normally two (2) inches of bituminous concrete on a four (4) inch base or five (5) inches of concrete will meet this requirement. Any parking area for more than five (5) vehicles shall have the aisles and parking spaces clearly marked. Surfacing shall be completed before an Occupancy Permit is issued, except that between November 1st and April 1st the property owner and City may enter into an agreement that required surfacing be completed no later than June 1st.

Table 13.03.21-1

Automobile sales, leasing and service	1 space per 1,000 square feet of gross floor area for indoor display area. Parking stalls for inventory only are not required to be individually striped, but shall be delineated in a way to demonstrate compliance with parking stall minimums.
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SECTION II. This Ordinance shall take effect and be in force from and after its passage and prior to publication although it will be published in due course.

Dated this ___ day of _____, 2020.

CITY OF ONALASKA

By: _____
Kim Smith, Mayor

By: _____
JoAnn Marcon, Clerk

PASSED:
APPROVED:
PUBLISHED:

**AN ORDINANCE TO AMEND TITLE 13 OF THE CODE
OF ORDINANCES OF THE CITY OF ONALASKA RELATING TO DISTRICT SPECIFIC STANDARDS
OPEN SPACE STANDARD**

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

SECTION I. Section 51, Subsection C (13.02.51.C.) and Section 54, Subsection F (13.02.54.F) of Division 5 of Chapter 2 of Title 13 Unified Development Code are hereby deleted in its entirety and replaced as follows:

13.02.51.C

C. Open Space Standard.

- a. For the R-3 and R-4 Districts, common open space shall comprise a minimum of twenty-five (25%) of the gross land acres which includes setback areas and shall not include:
 - i. Street right-of-way;
 - ii. Parking areas and driveways;
 - iii. Building sites; and
 - iv. Inaccessible stormwater ponds.

13.02.54.F

F. Open Space Standard. See Section 13.02.51.C for minimum open space requirements if proposed development will only include residential uses.

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

Dated this ___ day of _____, 2020.

CITY OF ONALASKA

By: _____
Kim Smith, Mayor

By: _____
JoAnn Marcon, Clerk

PASSED:
APPROVED:
PUBLISHED:

AN ORDINANCE TO AMEND TITLE 16 OF THE CODE OF ORDINANCES OF THE CITY OF ONALASKA RELATING TO PROPERTY MAINTENANCE, PUBLIC NUISANCES, AND VACANT BUILDING CODE AND RENUMBER TITLE 16 TO TITLE 12

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

SECTION I. Title 16 Property Maintenance, Public Nuisances and Vacant Building Code is hereby deleted in its entirety and moved to Title 12 as follows:

Title 12 Property Maintenance, Public Nuisances and Vacant Building Code

Chapter 01 Property Maintenance

Division 1 Administration

12.01.11 Property Maintenance

A. This Chapter shall be known, referred to, and cited as the Property Maintenance Code of the City of Onalaska.

12.01.12 Intent

A. The intent of this Chapter is to ensure public health, safety, and welfare to the degree that they are affected by the occupancy and maintenance of structures and premises. It is also the intent of this Section to help prevent the continuation, extension, and aggravation of blight in Onalaska. This Chapter is enacted pursuant to the authorization contained in Sec. 62.23, Wis. Stats. and applies to all structures and premises in the City of Onalaska. The provisions of this Chapter shall not limit the authority of the City or other applicable jurisdictions to abate problems on improperly maintained and unsafe structures or premises pursuant to other applicable laws.

12.01.13 Interpretation

A. In their interpretation and application, the provisions of this Chapter shall be held to the minimum requirements for the promotion and protection of the public health, safety, morals, and general welfare. Where the conditions imposed by any provisions of this Chapter are either more or less restrictive than comparable standards imposed by any other provisions of this Chapter or of any other applicable law, Code, Ordinance, resolution, rule, or regulation of any kind, the regulation that is more restrictive or that imposes higher standards or requirements shall govern.

12.01.14 Severability and Conflict

A. The provisions of this Chapter are severable. If any provision, Section, Subsection, sentence, clause, phrase or portion of this Property Maintenance Code is found to be unlawful or unenforceable, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions. If any part of this Chapter is found to be in conflict with any other Chapter or with any other part of this Chapter, the most restrictive or highest standard shall prevail. If any court of competent jurisdiction shall adjudge any provision of this Chapter to be invalid, such judgment shall not affect any other provision of this Chapter not specifically included in said judgment; and if any court or competent jurisdiction shall adjudge invalid the application of any provision of this Chapter to a particular property, building, or structure, such judgment shall not affect the application of said provision to any other property, building, or structure not specifically included in said judgment.

12.01.15 Responsibility

A. The responsible person, as defined herein, shall maintain their structures and premises in compliance with this Chapter. The responsible person is the property owner of record according to the La Crosse County Land Records System. A person shall not occupy, or permit another person to occupy, a

structure or premises that does not comply with the provisions of this Chapter. Occupants, including owner occupants and tenants, of a structure or premises are responsible for caring for and maintaining that part of the structure or premises that they occupy or control. All responsible persons shall be jointly and severally responsible for securing compliance of their structure or premises with this Chapter.

12.01.16 Inspection Authority and Access Procedures

- A. **Person authorized to conduct inspections.** Agents of the City authorized to conduct inspections pursuant to this Section shall include the Planning Department, Inspection Department, Police Department, Fire Department, Public Works Department and/or other authorized agents.
- B. **Inspections with consent.** Authorized agents of the City, upon display of proper identification and the consent of the owner, owner's agent, occupant, or other responsible person, may enter any structure or premises (locked or unlocked) at any reasonable time to determine whether said structures or premises comply with the provisions of this Chapter. No person shall obstruct or resist any authorized agent of the City acting in their official capacity and with lawful authority.
- C. **Special Inspection Warrant.** The provisions of this Chapter shall not be construed to allow an authorized agent of the City to inspect structures or premises without the consent of the owner, owner's agent, occupant, or other responsible person. If said person refuses to permit an inspection, an authorized agent of the City may apply to a court for a warrant to inspect the structure and premises pursuant to Sec. 66.0119, Wis. Stats. In cases of emergency, a Special Inspection Warrant shall not be required.
- D. **Access by owner or operator.** The provisions of this Section shall not restrict the owner, owner's agent, or other responsible person lawful access to structures or premises for the purpose of inspecting, maintaining, repairing, or altering the structure or premises as necessary to comply with the provisions of this Chapter.
- E. **Confidentiality of complaints.** In the event that the City receives a complaint regarding the maintenance of a structure or premises, the City may request contact information of the complainant. However, the City shall endeavor to keep the identity of all complainants confidential unless a complainant desires their name to be revealed. The City shall reveal a complainant's identity if so ordered by a court or required by law and/or as required in Chapter 3 of Title 3: Public Records of the City of Onalaska Code of Ordinances.
- F. **Inspections resulting from anonymous complaints.** Anonymous complaints shall not cause the City to inspect the interior of a structure unless there is reason to believe there is immediate and grave danger to the occupants of the structure or to the occupants of structures on adjacent properties.

12.01.17 Penalties for Violation of This Chapter and Failure to Maintain Property

- A. **Penalties.** If any responsible person, as defined herein, fails to comply with any provision of this Chapter a citation will be issued to the responsible person for the violation. The violation shall be referred to the City Attorney who shall expeditiously prosecute all such violators. A violator shall, upon conviction, pay to the City a penalty of not less than Fifty Dollars (\$50.00) nor more than One Thousand Dollars (\$1,000.00) per offense, together with the taxable costs of such action plus reasonable attorney's fees. Each day of continued violation shall constitute a separate offense. Every violation of this Chapter is a public nuisance and the creation may be enjoined, and the maintenance may be abated by action at suit of the City, the State of Wisconsin, or any citizen thereof. Any subsequent and similar violations of this Chapter within a twenty-six (26) month period shall be considered a continued offense and as such may cause the usual penalty to double for each subsequent and continued offense up to the maximum allowed by this Section.
- B. **Responsible person's liability to City for costs of correction of violation.**
 - 1. **Notification of failure to maintain property.** An authorized agent of the City shall serve written correction orders upon the owner, the owner's agent, or other responsible person, by certified mail or by delivering the order to them personally. In the event that the owner, their agent, or other responsible person cannot be found, an authorized agent of the City shall do one (1) or more of the following:
 - a. Deliver and describe the written correction order to a person of suitable age and discretion at the owner's or owner's agent's regular place of abode; and/or
 - b. Post the written correction in a conspicuous place on the structure or property affected by the order.
 - 2. **Collection of costs incurred by the City.** If any owner, owner's agent, or other responsible person fails to comply with this Chapter; and after written notice given by an authorized agent of the City as described in the foregoing subsection, has not complied with the correction orders within the time specified in the written notice, the City may cause such maintenance to be performed. The City Treasurer or other authorized agent shall certify to the County Treasurer of La Crosse County, a statement of the cost incurred by the City to correct the deficiencies. Costs will include all expenses

incurred associated with bringing the property into compliance with this Chapter, including but not limited to administrative and clerical costs, notification and publication fees, equipment charges, tipping fees, contractor fees, and other related expenses. The cost thereof shall be a lien upon such real estate and shall be a personal liability of the owner of said real estate, collectable as any other money judgment. Such amount, together with interest, shall be entered as a special assessment against such lot or parcel of land and may be collected in the same manner as real estate taxes.

- C. **Enforcement of other ordinances and codes.** The provisions in this Chapter are intended to be coordinated with the enforcement of other City ordinances and codes including the adopted Building Code.

12.01.18 Procedures for Razing and Vacating Structures

- A. Structures may be raised pursuant to Sec. 66.0413, Wis. Stats. and the provisions set forth in the City of Onalaska Building Code.

Division 2 Maintenance of Exterior Landscaping

12.01.21 Clean, Safe, Sanitary and Attractive

- A. All exterior property areas shall be maintained in a clean, safe and sanitary condition, free from any accumulation of rubbish, brush, clothing, garbage, recyclables or other refuse.

12.01.22 Vegetation and Landscaping

- A. Vegetation and landscaping shall present an attractive appearance in accordance with generally accepted landscaping practices and as follows:
1. Exposed soils, except exposed soil that is associated with a garden or cultivated farmland, shall be vegetated, landscaped, or paved consistent with this Chapter to prevent soil erosion.
 2. The Common Council finds that lawns, grasses and noxious weeds on lots or parcels of land which exceed eight (8) inches in length adversely affect the public health and safety of the public in that they tend to emit pollen and other discomforting bits of plants, constitute a fire hazard and safety hazard in that debris can be hidden in the grass, interferes with the public convenience, and adversely affects property values of other land within the City. For that reason, any lawn, grass or weed on a lot or other parcel of land which exceeds eight (8) inches in length is hereby declared to be a public nuisance, except for property located in a designated floodplain area, wetland area, or where the parcel of land is located within a subdivision where more than seventy percent (70%) of the parcels are unbuilt/vacant, or where natural landscaping as described below has been appropriately utilized. Native grasses and forbs that are part of a managed natural landscape are exempt from the height requirement of this provision.
 3. Natural landscapes shall be permitted in all zoning districts. However, unmanaged vegetation that constitutes a nuisance or hazard shall be prohibited. The Building Inspector/ Zoning Administrator or other authorized agent shall determine whether an existing landscape is a natural landscape or unmanaged vegetation that constitutes a nuisance or hazard. Natural landscapes include existing wooded areas, wetlands, prairies, and similar areas that are generally characterized by a diversity of species native to the area. Natural landscapes also include restored and managed plant communities and wildlife habitats that are comprised primarily of native ferns, grasses, forbs, aquatic plants, trees and shrubs. Where a natural landscape abuts a property or right-of-way that does not have a natural landscape, the property owner with the natural landscape shall provide an adequate grass lawn buffer or other acceptable buffer between the natural landscape and the adjacent property or right-of-way so as to prevent the natural landscape from being a nuisance or hazard or encroachment. Wherein the City is an adjoining property owner, the Public Works Director or other authorized agent shall act as a signatory to the waiver, so long as the vision triangle, public safety, and visibility of public infrastructure are not impacted.
 4. When in the opinion of the Fire Chief or their designee, the presence of a natural lawn may constitute a fire or safety hazard due to weather and/or other conditions, the Fire Chief or their designee may order the cutting of natural lawns to a safe condition by written order. A property owner shall be required to cut the natural lawn within three (3) days upon receiving direction from the Fire Chief or their designee.
 5. Natural lawns shall not be removed through the process of burning unless approval is received from the Fire Chief or their designee and a written permit to burn is issued by the Fire Chief or their designee. The Fire Chief shall establish a written list of requirements for considering each request to burn natural lawns, thereby insuring the public safety. In addition, the property owner requesting permission to burn the natural lawn shall produce evidence of property damage and liability insurance

identifying the City as a party insured. A minimum amount of acceptable insurance shall be Three Hundred Thousand Dollars (\$300,000.00).

6. Vegetation that may impede the proper functioning of a drainage swale shall be removed unless specifically approved in writing by an authorized agent of the City.
7. Vegetation (including gardens) shall be properly and routinely maintained or removed so that it does not present a hazard to structures, persons, or vehicles, impact vision triangles, and visibility/utility of public infrastructure. No person shall maintain, plant, or permit to remain on any private property situated at the intersection of two (2) or more streets/alleys in the City any tree, shrub, or other growth which may obstruct the view or life safety of the operator of any motor vehicle or pedestrian approaching such intersection. No obstructions shall be permitted between the heights of two and a half (2.5) feet and ten (10) feet at an intersection measured ten (10) feet along both streets/alleys and forming a triangle by striking an imaginary line between said points. It is unlawful for any person to plant, cause to grow, allow to grow or maintain any trees, bushes, shrubbery, or vegetation of any kind which is an obstruction to the clear and complete vision of any traffic sign or driveway approach to a street in the City. It shall be the duty of every owner of such tree, bush, shrubbery or vegetation to remove such obstruction.
8. Any trees/bushes/shrubbery located upon any private premises adjacent to any public way or public property/areas shall be kept trimmed so not to impede travel. Trees and shrubs shall be kept trimmed so that the lowest branches projecting over the public right-of-way provide a clearance of a minimum of fourteen (14) feet. Clearance from sidewalk to lower branches shall be a minimum of ten (10) feet above the level of a sidewalk.
9. **Brush.** Piles of brush (tree branches, yard waste, etc.) shall not be allowed to accumulate and/or be stored on parcels of residentially-zoned land as said brush becomes habitat for vermin and other associated animals and can become a public nuisance.

12.01.23 Noxious Weeds, Nuisance Weeds and Invasive Species

- A. The species listed herein are not native to Onalaska and have a tendency to prohibit the successful growth of native plant communities. These plants are not naturally occurring in Onalaska and become capable of spreading and developing a significant population that destroys ecologic relationships, habitats, and create an overall loss in plant diversity.
- B. As listed herein, some of these species are prohibited while others are encouraged to be eradicated. In situations where the Building Inspector/Zoning Administrator or other authorized agent determines that a plant is causing or has the potential to cause negative impacts on neighboring properties, said plant(s) shall be properly removed and disposed.
- C. **Noxious Weeds.** Pursuant to Sec. 66.0407, Wis. Stats., a person owning, occupying, or controlling land shall destroy and remove all noxious weeds on said land. View Sec. 66.0407, Wis. Stats., for an updated list of noxious weeds in the State of Wisconsin.
- D. **Nuisance Weeds.** Pursuant to Sec. 23.235, Wis. Stats., it is prohibited to sell, distribute, plant, or cultivate Nuisance Weeds. View Sec. 23.235, Wis. Stats., for an updated list of nuisance weeds in the State of Wisconsin.
- E. **Prohibited & Restricted Invasive Species.** Pursuant to NR 40, Wisconsin Administrative Code, the listed prohibited invasive species of terrestrial plants are currently not found in Wisconsin with the exception of small pioneer stands and are prohibited. They shall be eradicated from properties and may not be transported, possessed, transferred (including sale), or introduced. Pursuant to NR 40, Wisconsin Administrative Code, the listed restrictive invasive species of terrestrial plants are already established in the state and are restricted. They may not be transported, transferred (including sale), or introduced. If they are already on your property, you are encouraged, but not required to remove them. View NR 40, Wisconsin Administrative Code, for an updated list of prohibited invasive species and restrictive invasive species in the State of Wisconsin.

Division 3 Maintenance of Exterior Uses and Storage

12.01.31 Composting

- A. Composting shall be allowed in all residential zoning districts subject to the following conditions:
 1. Composting shall be conducted within an enclosed container (or containers) not to exceed a sum total of one hundred fifty (150) cubic feet per parcel. A compost container shall be made of durable material such as wood, block, plastic, or sturdy metal fencing and shall have been constructed exclusively for composting.
 2. Compost containers shall not present an aesthetic, health, or odiferous nuisance to neighboring properties.

3. Compost containers are prohibited in any front or side yard. Compost containers shall not be located in any drainage swale. Further, compost containers shall be located a minimum of three (3) feet from parcel lines, five (5) feet from an alley right-of-way; ten (10) feet from a principal structure; and three (3) feet from another neighboring accessory structure.
4. Only kitchen wastes or other products labeled “compostable” that break down in compost containers and yard waste (free of logs, large branches, and diseased plants) may be placed in compost containers.
5. Meat, bones, fat, oil, dairy products and other kitchen wastes that do not break down in compost containers, as well as plastic synthetic fibers, and human or pet waste shall not be placed in compost containers.
6. Compost shall be maintained within the container to keep the material aerated, minimize odor, reduce potential rodent harborage, and promote effective decomposition of the material.

12.01.32 Harborage of Pests

- A. All premises shall be kept free from non-domesticated rodents, vermin, insect infestation, rock doves (feral pigeons), starlings, skunks and other pests as determined by the Building Inspector/Zoning Administrator or other authorized agent of the City. Where such pests are found, they shall be promptly exterminated or removed in a lawful manner that will not be injurious to human health. After extermination, proper precautions shall be taken to control harborage of pests and to prevent reinfestation. Bats shall be removed from a structure as determined by Animal Control in consultation with the Building Inspector/Zoning Administrator when they cause a health or structural issues to a residence. Eradication methods of bats shall be consistent with WDNR rules.

12.01.33 Animals, Animal Enclosures and Feces

- A. All animal pens, runs, exercise areas, fenced areas, structures, and enclosures shall comply with the provisions of this Chapter and shall be kept clean, sanitary, and free from odor, feces, insects, and other unsightly or objectionable matters, which constitute a public nuisance or are otherwise detrimental to public health, safety, or welfare.
- B. The owner or person in charge of any dog or other animal shall not permit solid fecal matter of such animal to deposit on any street, alley or other public or private property, unless such matter is immediately removed therefrom by said owner or person in charge. This Section shall not apply to a person who is visually or physically handicapped.
- C. Domestic animal feces shall be removed regularly and disposed of properly so not to attract insects or rodents, become unsightly or cause objectionable odors. Property owners are required to prevent the overall accumulation of domestic animal feces on private property.

12.01.34 Fences

- A. All fences shall be maintained in good repair, not lean, be structurally sound and plumb. Fences shall be free of rust, corrosion, deterioration, decay, missing parts, peeling, flaking, and chipped paint. Wood surfaces, other than decay-resistant wood, must be protected from the elements and decay by paint or other protective covering or treatment. The finished side or decorative side of a fence shall face the adjoining property.

12.01.35 Miscellaneous Outdoor Storage

- A. All furniture, furnishings, appliances, household goods (except those items designed and intended for outdoor use), clothing, vehicle parts, tools, equipment, and similar items shall be stored within a completely enclosed structure or properly and promptly disposed of. Furniture may be placed for use on a covered porch, so long as said furniture is protected from the elements and kept in good repair. Further, in particular, the following may not be stored outdoors:
 1. **Outdoor Storage.** No person shall store junked or discarded property including automobiles, automobile parts, trucks, tractors, refrigerators, furnaces, washing machines, stoves, machinery or machinery parts, wood, bricks, cement blocks, implements and/or equipment or other unsightly debris which substantially depreciates property values in the neighborhood. The applicable provisions of Sec. 175.25, Wis. Stats. entitled “Storage of junked automobiles,” including any revisions or amendments thereto, are hereby adopted by reference. A motor vehicle shall include but not be limited to, an automobile, truck, recreational vehicle, motor home, bus and trailer that can be licensed. The term “junked automobile” shall mean any automobile or motor vehicle which is incapable of operation or use upon a highway including failure to register the vehicle or which has been dismantled for parts or scrap.
 2. **Tires.** No person shall store tires outside where they may collect rain and harbor a breeding place for the mosquito species that carries La Crosse Encephalitis, a serious viral disease.

3. **Building waste/Construction materials.** All waste resulting from remodeling, construction or removal of a building, roadway or sidewalk shall be disposed of by the owner, builder or contractor and is not permitted to be stored outdoors.
4. **Ice box, freezer, or similar items.** No person shall leave or permit to remain outside of any dwelling, building, or other structure, or within any unoccupied or abandoned building, dwelling or other structure under their control in a place accessible to children any abandoned, unattended or discarded ice box, refrigerator, freezer or other containers which has an airtight door or lid having a capacity of one and one half (1 ½) cubic feet or more, without first removing the door and/or chaining the door with a padlock.

12.01.36 Graffiti

- A. No person may write, paint, or draw any inscription, figure, or mark of any type of any public building, structure or property or other real or personal property owned by another person, business or entity unless the express permission of the owner or proper authority has been obtained. The existence of graffiti on any real property within the City is expressly declared a public nuisance affecting the public health, safety and welfare.
 1. **Definition.** When used in this Section, the term "graffiti" shall mean marks, symbols, signs, letters, names, phrases, writings, drawings or sentences which are inscribed or placed on real property without the consent of the owner or occupant that are not otherwise permitted by law.
 - a. Every owner of a structure or real property defaced by graffiti shall report the defacing to the City of Onalaska Police Department upon discovery. The owner shall also comply with the terms of a written notice to abate served on the property owner by the Police Department order the removal or covering of such graffiti. The notice to abate shall be served personally or by certified mail. If a property owner fails to comply with the notice to abate within seventy-two (72) hours, the City shall have the graffiti covered or removed and all costs, fees, and expenses shall be entered into the tax roll as a special charge, pursuant to Sec. 66.0627, Wis. Stats., against the parcel of land on which the property is defaced by the graffiti is located. Extensions to the seventy-two (72) hour correction period may be granted by the Chief of Police or their designee.
- B. Therefore, it is the responsibility of the owner, owner's agent, occupant, or other responsible person of the property to which the graffiti has been applied, to at all times, keep the property clear of graffiti.

12.01.37 Firewood Storage

- A. Firewood storage associated with permitted outdoor sales shall be consistent with the outdoor sales provisions of the appropriate zoning district. All other stored firewood shall be used on premises and shall be stored pursuant to the following conditions:
 1. No person shall store firewood in the front yard on residentially zoned property, except that firewood may be temporarily stored in the front yard for a period of thirty (30) days from the date of delivery.
 2. Firewood should be neatly stacked and may not be stacked closer than two (2) feet to any lot line and not higher than eight (8) feet from grade, except adjacent to a fence where firewood can be stacked as high as the fence. Fences as used in this Section shall not include hedges or other vegetation.
 3. All brush, debris, and refuse from processing of firewood shall be promptly and properly disposed of and shall not be allowed to remain on the premises.
 4. Woodpiles that contain diseased wood that is capable of transmitting disease to healthy trees and woodpiles that harbor or are infested or inhabited by rats or other vermin are public nuisances and may be abated pursuant to the provisions of this Chapter.
 5. Any tarp or similar material used to cover a firewood stack shall be made of durable and wind/water-resistant materials, shall be properly tied or anchored down, and shall be repaired or replaced when necessary.

12.01.38 Dumping and Littering

- A. Dumping of any garbage, rubbish, furniture or furnishings, brush, junk, stone, construction materials, appliances, grease, solvents, petroleum products, vehicles and vehicle parts, in any place in any manner is prohibited in all zoning districts unless such dumping is within an approved landfill or recycling center. No person shall throw any glass, refuse or waste, filth or other litter upon the streets, alleys, highways, public parks or other property of the City, or upon property within the City owned by the Onalaska School District or any private person, or upon the surface of any body of water within the City. Further, all waste/refuse containers and their storage areas shall be maintained in a nuisance and odor-free condition and so as to prevent the scattering of contents by weather conditions or animals. Litter shall not be allowed to accumulate.
 1. No person shall throw any glass, refuse or waste, filth or other litter upon the streets, alleys, highways, public parks or other property of the City or upon property within the City owned by the Onalaska School District, or upon the surface of any body of water within the City.

2. **Litter from Conduct of Commercial Enterprise.**
 - a. **Scope.** The provisions of this Section shall apply to all sales, promotions and other commercial ventures that result in litter being deposited on any street, alley or other public way.
 - b. **Litter to be cleaned up.** Any person, firm, corporation or association carrying on an enterprise that results in litter being deposited on any street, alley or other public way shall clean up the same within twelve (12) hours of the time the same is deposited. If any such litter is subject to being blown about, it shall be picked up immediately. If any such litter is likely to attract animals or vermin, such litter shall be picked up immediately.
 - c. **Litter picked up at litterer's expense.** If any person, firm, corporation or association fails to pick up any litter as required above within the time specified, the City shall arrange to have the same picked up by City crews or by private enterprise. Applicable bidding procedures shall be used for any arrangement for the use of private enterprise to pick up such litter. The entire expense of picking up such litter, together with an additional charge of twenty percent (20%) for administrative expenses, shall be charged to the person, firm, corporation or association that did the littering. If such sum is not promptly paid, steps shall be taken, with the advice of the City Attorney's office, to collect the same. This charge shall be in addition to any fine or other penalty for violation of this Section.
3. **Handbills.**
 - a. **Scattering Prohibited.** It shall be unlawful to deliver any handbills or advertising material to any premises in the City except by being handed to the recipient, placed on the porch, stoop or entrance way of the building or firmly affixed to a building so as to prevent any such articles from being blown about, becoming scattered or in any way causing litter.
 - b. **Papers in Public Places Prohibited.** It shall be unlawful to leave any handbills, advertising material or newspapers unattended in any street, alley, public building or other public place, provided that this shall not prohibit the sale of newspapers in vending machines.

12.01.39 Garage Sales

- A. **Garage Sales.** All general sales open to the public, conducted from or on a residential premise, for the purpose of disposing of personal property, including but not limited to all sales entitled rummage, estate, lawn, yard, porch, room, backyard, patio or garage sale.
- B. **Hours and Frequency.** Garage sales shall not be conducted after dusk or before dawn. No sale shall last longer than four (4) consecutive days. No property shall hold more than three (3) garage sales in any calendar year.
- C. **Ownership of Merchandise.** All goods offered for sale shall be household goods or personal possessions from the residence where the sale is being held or, in the case of a group sale, from the residences of the participating households. In no case shall any sales become outlets for wholesale or retail commercial sales.
- D. **Placement of Merchandise/Sale.** No garage sale may be conducted in such manner so as to obstruct any sidewalk, street, fire hydrant, traffic sign or safe view of intersection. A residence conducting a sale shall ensure that neighboring property be free of trespass.
- E. **Authority of Inspection Officials.** A law enforcement officer or any other official designated by any City ordinance to make inspections shall have the right of entry to any outdoor yard premises showing evidence of a garage sale for the purpose of enforcement or inspection and may close the premises from such a sale or issue a citation to any individual who violates the provisions of this Chapter.

Division 4 Maintenance of Vehicles

12.01.41 Vehicles

- A. Parking and storage of vehicles in all residential zoning districts.
 1. **Parking and storage of registered, licensed, and operable vehicles.** Vehicles shall be kept fully operational, licensed and used on a regular basis. Oil and other vehicle fluids shall not be permitted to spill onto the ground, which may create an aesthetic nuisance and/or migrate into the City's right-of-way or utility systems. In all districts, parking and/or storage of registered, licensed and operable vehicles, including automobiles, vehicles and trailers used for recreational purposes over twenty-five (25) feet in length (not including trailer tongue) and commercial vehicles under twenty-five (25) feet in length, shall be consistent with the following:
 - a. All vehicles shall be appropriately parked on an approved hard surface (including, but not limited to: gravel, asphalt, concrete or similar surface), or stored in an enclosed structure, or on a driveway.

- b. No person shall park or store, or permit any other person to park or store, a vehicle on lawn/grassed surface.
- 2. **Parking of vehicles and trailers.** Vehicles and trailers under twenty-five (25) feet in length (not including trailer tongue) not required by the State of Wisconsin to be licensed or registered, including cargo trailers, travel trailers, boats, and other such items, as well as registered and licensed vehicles and trailers used for recreational purposes, including snowmobiles and all-terrain vehicles, shall not be parked on front yards (excluding corner properties) unless parked on a driveway or an approved hard surface. Such vehicles if parked in the driveway shall not extend over a public sidewalk and/or City Right-of-Way. Such vehicles/trailers may be parked in rear and side yards on grassed areas.
- 3. **Recreational Vehicles.** In addition to the other regulations of this section, all recreational vehicles stored on a property shall be owned by the resident on whose property the unit is parked for storage. No part of the unit may extend over the public sidewalk or public right-of-way. Parking is permitted only for storage purposes. Recreational vehicles shall not be:
 - a. Used for dwelling purposes, except for overnight sleeping for a maximum of fourteen (14) days in any one (1) calendar year. Cooking is not permitted at any time.
 - b. Permanently connected to sewer lines, water lines or electricity. The recreational vehicle may be connected to electricity temporarily for charging batteries and other purposes.
 - c. Used for storage of goods, materials and equipment other than those items considered to be part of the unit or essential for its immediate use.
- 4. **Vehicles or trailer used for storage of goods.** No vehicle, trailer, or similar device shall be used for the storage of goods, materials or equipment other than those items considered to be part of the unit or essential for its immediate use.
- 5. **Parking or storage of unregistered, unlicensed, or inoperable vehicles on private property.** Any unregistered, unlicensed, or inoperable vehicles (including automobiles and vehicles and trailers used for recreational purposes) shall not be stored for more than ten (10) days on private property on an approved hard surface, unless stored within an enclosed structure. Owners of vehicles may make minor repairs to their own registered vehicles within the stated ten (10) day period and not on vehicles owned by individuals that do not reside on the subject property.
- 6. **Parking or storage of unregistered, unlicensed, or inoperable vehicles on public property.** Except as permitted on State of Wisconsin property, no person shall park any unregistered, unlicensed, or inoperable vehicle upon any public street, alley, highway, or public property.
- 7. **Abandoned vehicles.** A vehicle is considered abandoned if the vehicle is parked and left unattended in the same place for forty-eight (48) consecutive hours without the permission of the owner of the premises and is in public view. The City of Onalaska Police Department shall be responsible for the removal and disposition of vehicles abandoned on public premises. Vehicles abandoned on public property shall be disposed of per Sec.342.40, Wis. Stats. For private properties, the Onalaska Police Department's involvement is limited to issuing appropriate parking tickets and it is the responsibility of the property owner to appropriately remove and dispose of vehicles abandoned on private property. Any person who abandons a vehicle on public or private premises may be punished by imposition of fines as detailed in this Chapter.
- 8. **Responsibility for parking violations on premises.** The registered owner of a vehicle shall be responsible for any violations of the parking provisions of this Chapter. If a vehicle has been abandoned or the owner of the vehicle is unknown, then the owner of the property on which the vehicle is located shall be responsible for any violation of the parking provisions of this Chapter.

12.01.42 Propane Fuel Tanks

- A. Fuel tanks shall not be stored in any front or side yard.

Division 5 Maintenance of Public Right of Ways

12.01.51 Rubbish in Public Rights-of-Way

- A. To protect the City's storm water system, pedestrian safety, and vehicular traffic in public rights-of-way, dirt, mud, rocks, leaves, grass clippings, and/or rubbish/refuse of any kind may not be dropped, deposited, or directed towards the public right-of-way. Dirt, mud, rocks, leaves, grass clippings, and/or other rubbish/refuse unintentionally directed towards the public right-of-way shall be removed and properly disposed of.
- B. Removal of debris and dirt from sidewalks, streets and public grounds.
 - 1. No abutting property owner shall, upon any sidewalk, street, alley or public ground, so maintain their land or any building situated thereon so that, by erosion, by travel or by act of the responsible person, parts of the soil or other substance shall be deposited upon the abutting sidewalk, street, alley or any public ground, and if such deposit by erosion or otherwise shall take place, the sidewalk, street, alley

- or public ground shall be cleaned and made passable by such abutting owner within twenty-four (24) hours after receiving notice thereof.
2. No abutting property owner shall maintain their adjacent land within three (3) feet of any sidewalk, street, alley or public ground so that by erosion, debris, or other substances creates a public nuisance or that the maintenance of the adjoining lands shall be such that over time said conditions will cause destruction and disrepair of the sidewalk, street, alley or public grounds. That within the twenty-four (24) hours after receiving notice thereof, said property owner shall remedy any public nuisance or conditions which may cause destruction and disrepair of sidewalks, streets, alleys or public grounds.

12.01.52 Snow/Ice Removal and Storage

- A. **Removal from Sidewalks.** The owner, occupant or person in charge of any parcel or lot which fronts upon or abuts any sidewalk shall keep said sidewalk clear of all snow and ice. In the event of snow accumulating on said sidewalk due to natural means and/or by any other means, said sidewalks shall be cleared of all accumulated snow and/or ice within twenty-four (24) hours from the time the snow ceases to accumulate on said sidewalk. Sidewalks are to be kept clear of snow and ice to the width of the sidewalk. In the event that ice has formed on any sidewalk in such a manner that it cannot be removed, the owner, occupant or person in charge of the parcel or lot which fronts upon or adjoins said sidewalk shall keep the sidewalk sprinkled with material to accelerate melting or prevent slipping. In case snow shall continue to fall for some time, then it shall be removed immediately after it shall cease to fall. If snow should begin to fall again within the initial twenty-four (24) hours, the twenty-four (24) hour time shall be reset to when the snow ceases to fall the following time. The owner, agent, occupant or person in charge of a corner lot shall also clear, sand or salt, as set forth herein, to the curb that portion of the sidewalk commonly referred to as the corner crosswalk. A corner lot is defined as a lot abutting upon two (2) or more streets.
- B. **Public Works Department to Remove.**
 1. In any case where any sidewalk in front of or adjoining any lot or parcel of land shall remain covered in any part with snow or ice after twenty-four (24) hours when it ceased to fall, the Public Works Department, may grant a courtesy notice to the owner, agent or occupant to remove said snow. It shall be the duty of the Public Works Department, to thereafter cause such snow or ice to be so removed from the full width of such sidewalk. The costs incurred by the City for the removal of snow and/or ice shall be fully accounted and charged to the parcel of land adjoining said sidewalk. If the costs and expenses remain unpaid, the City Treasurer shall enter those charges onto the tax roll as a special charge and shall be collected as other taxes upon real estate are collected.
 2. The charge for said service shall be lineal foot of frontage cleared with costs outline in the City Fee Schedule including an administrative fee.
- C. **Snow and Ice Not to Encroach.** No person shall push, shove, plow, throw or in any way deposit any snow or ice onto any public streets, alley, sidewalk, or public lands dedicated to public use except for parcels or lots where existing buildings are constructed within five (5) feet of the street right-of-way and the sidewalks exists from the City right-of-way to the curb line. In such instances, the owners, occupants and/or employees of parcels or lots shall be permitted to deposit snow and ice from their sidewalks only onto the public streets. Snow from public sidewalks shall not be stored in any manner which will obstruct or limit vehicular or pedestrian vision, movement or access. The deposit of any snow or ice upon any sidewalk, alley or public street of the City, contrary to the provisions of this Section, is a nuisance; and the City may summarily remove any snow or ice so deposited and cause the cost of said removal to be charged to the owner of the property from which said snow or ice had been removed.
- D. **Enforcement.** The Public Works Department officers are hereby authorized and directed to enforce the provisions of this Section.
- E. **Continued Violations.** Each twenty-four (24) hour period where a violation occurs shall constitute a separate offense under this Section for enforcement purposes. Repeated violations or subsequent additional accumulations of snow and/or ice shall not nullify any pending notice issued under this Section.
- F. **Penalty.** In addition to the provisions set forth in this Section, any person, firm or corporation which violates the provisions of this Section shall be subject to a penalty as provided in Title 1 and per Sec. 66.60(16) and 66.615(3)(f) and (5), Wis. Stats.

12.01.53 Obstructions/Encroachments into the Right of Way

- A. No person shall encroach upon or cause an encroachment/obstruction of any street, alley, sidewalk, or public grounds.

Division 6 Maintenance of Manufactured and Mobile Homes

12.01.61 Maintenance Standards for Manufactured and Mobile Homes

1. Wrecked, damaged or dilapidated manufactured and mobile homes shall not be kept or stored in any manufactured or mobile home district or upon any premises in the City. The Planning and Inspection Departments shall determine if a mobile home is damaged or dilapidated to a point which makes it unfit for human occupancy. Such manufactured or mobile homes are hereby declared to be a public nuisance. Whenever the Planning and Inspection Departments so determines, it shall notify the licensee or landowner and owner of the manufactured or mobile home in writing that such public nuisance exists within the district or on lands owned by them giving the findings upon which its determination is based and shall order such home removed from the district or site or repaired to a safe, sanitary and wholesome condition of occupancy within a reasonable time, but not less than thirty (30) days.
2. The Planning, Inspection, and Fire Departments or other applicable City staff are authorized to inspect manufactured or mobile home a minimum of one (1) time in every twelve (12) month period to determine the health, safety and welfare of the occupants of the district and inhabitants of the City for compliance with the City Code and State Statutes.
3. All manufactured or mobile homes shall be skirted unless the unit is placed within one (1) foot vertically of the stand with soil or other material completely closing such space from view and entry by rodents and vermin. Areas enclosed by such skirting shall be maintained free of rodents and fire hazards.
4. Storage under manufactured or mobile homes is prohibited.

Chapter 02 Public Nuisances

Division 1 Nuisances

12.02.11 Public Nuisances Prohibited

- A. No person shall erect, contrive, cause, continue, maintain or permit to exist any public nuisance within the City of Onalaska.

12.02.12 Public Nuisances Defined

- A. A public nuisance is a thing, act, occupation, condition or use of property which shall continue for such length of time as to:
 1. Substantially annoy, injure or endanger the comfort, health, repose or safety of the public;
 2. In any way render the public insecure in life or in the use of property;
 3. Greatly offend the public morals or decency;
 4. Unlawfully and substantially interfere with, obstruct or tend to obstruct or render dangerous for passage any street, alley, highway, navigable body of water or other public way or the use of public property.

12.02.13 Public Nuisances Affecting Health

- A. **Definitions.** For purposes of this Section:
 1. **Human Health Hazard.** A substance, activity or condition that is known to have the potential to cause acute or chronic illness, to endanger life, to generate or spread infectious diseases, or otherwise injuriously to affect the health of the public, pursuant to Sec. 254.01(2), Wis. Stats.
 2. **Immediate Health Hazard.** A health hazard that exists, or has the potential to exist, which should, in the opinion of the La Crosse County Health Officer, be abated or corrected immediately, or at least within a twenty-four (24) hour period, to prevent possibly injury or damage to human health or the environment.
 3. **Pollution.** The contaminating or rendering unclean or impure the air, land or waters in the City, or making the same injurious to public health, harmful or commercial or recreational use or deleterious to fish, animal or plant life.
 4. **Toxic and Hazardous Materials.** Any chemical or biological material that is stored, deposited, used or disposed of in such quantity or manner that it is or has the potential to create a health hazard.
- B. **Public Health Nuisances.** The following acts, omissions, places, conditions and things are hereby specifically declared to be public health nuisances, but such enumeration shall not be constructed to exclude other nuisances coming from within the definitions set forth above:
 1. **Adulterated Food.** All decayed, harmfully adulterated or unwholesome food or drink sold or offered for sale to the public. No person shall take or permit to remain any dog, cat or other live animal on or upon the interior of any premises where food is sold, offered for sale or processed for consumption by the general public.

2. **Air Pollution.** The escape of smoke, soot, cinders, noxious acids, fumes, gases, fly ash or industrial dust within the limits or within one (1) mile therefrom in such quantities as to endanger the health of persons of ordinary sensibilities or to threaten or cause substantial injury to property.
 3. **Animals at Large.** All animals running at large.
 4. **Animal Welfare.** Intentional abuse or prolonged confinement of any domestic or wide animal or fowl such that a decline in the health or well-being of the animal occurs.
 5. **Accumulation of Refuse.** Accumulation of old cans, lumber, firewood, and other refuse or trash.
 6. **Clean Air Act.** The statutory provisions describing and defining regulations with respect to indoor smoking contained in Sec. 101.123, Wis. Stats., known as the Clean Indoor Air Act, exclusive of any provisions therein relating to penalties to be imposed or the punishment for violation of such statutes, are hereby adopted by reference and made part of this Section as if fully set forth herein. Any act required to be performed or prohibited by Sec. 101.123, Wis. Stats., and incorporated herein by reference is required or prohibited by this Section. Penalties for violation of this Section shall be as provided in Section 1-1-7 of this Code of Ordinances.
 7. **Garbage Cans and Recycling Cans.** Garbage cans and recycling bins which are not fly tight.
 8. **Human Health Hazard.** No person shall erect, create, cause, continue, maintain or permit any human health hazard within the City. Any person who shall cause, create or maintain a human health hazard, or who shall, in any way, aid or contribute to the causing, creating or maintenance thereof, shall be guilty of violation of this Section.
 9. **Noxious Odors, Etc.** Any use of property, substances or things within the City or within four (4) miles thereof or causing any foul, offensive, noisome, nauseous, noxious or disagreeable odors, gases, effluvia or stench extremely repulsive to the physical senses of ordinary persons which annoy, discomfort, injure or inconvenience the health of any appreciable number of persons within the City.
 10. **Stagnant Water.** All stagnant water in which mosquitoes, flies or other insects can multiply.
 11. **Storage of Potentially Polluting Substances.** It shall be unlawful for any person, firm or corporation to store any potentially polluting substances unless such substances are stored in such manner as to securely prevent them from escaping onto the ground surface and/or into any street, sewer, ditch or drainageway, lake or stream within the jurisdiction of the City.
 12. **Street Pollution.** Any use of property which shall cause any nauseous or unwholesome liquid or substance to flow into or upon any street, gutter, alley, sidewalk or public place within the City.
 13. **Unburied Carcasses.** Carcasses of animals, birds or fowl not intended for human consumption or foods which are not buried or otherwise disposed of in a sanitary manner within twenty-four (24) hours after death.
 14. **Water Pollution.** The pollution of any public well or cistern, stream, lake, canal or other body of water by sewage, creamery or industrial wastes or other substances.
- C. **Cleanup of Spilled or Accidentally Discharged Wastes.**
1. **Cleanup Required.** All persons, firms, or corporations delivering, hauling disposing, storing, discharging or otherwise handling potentially polluting substances, solid or liquid, such as, but not limited to, the following: fuel oil, gasoline, solvents, industrial liquids or fluids, milk, grease trap and septic tank wastes, sewage sludge, sanitary sewer wastes, storm sewer catch-basin wastes, oil or petroleum wastes, shall immediately clean up any such spilled material to prevent its becoming a hazard to health or safety or directly or indirectly causing pollution to the lakes and streams under the jurisdiction of the City.
 2. **Notification.** Spills or accidental release of hazardous materials or pollutants at a site or of a quantity or nature that cannot adequately be cleaned up by the responsible party or parties shall be immediately reported to the Police Department so that assistance can be given by the proper agency.
 3. **Financial Liability.** The party or parties responsible for the release, escape or discharge of wastes shall be held financially liable for the cost of any cleanup or attempted cleanup deemed necessary or desirable and undertaken by the City, or its designated agent, in an effort to minimize the polluttional effects of the discharged waste.

12.02.14 Public Nuisances Offending Morals and Decency

- A. The following acts, omissions, places, conditions and things are hereby specifically declared to be public nuisances offending public morals and decency, but such enumeration shall not be constructed to exclude other nuisances coming from within the definition of Sec. 12.01.56:
1. **Disorderly Houses.** All disorderly houses or resorts, houses of ill fame, gambling houses and buildings or structures kept or resorted to for the purpose of prostitution, promiscuous sexual intercourse or gambling unless said device is authorized by State Law.
 2. **Gambling Places and Devices.** All gambling devices and slot machines unless specifically authorized by State Law. Any gambling place defined in Sec. 945.01(4)(a), Wis. Stats. pursuant to the restrictions and abatement process under Sec. 823.20, Wis. Stats.

3. **Unlicensed Sale of Liquor and Beer.** All places where intoxicating liquor or fermented malt beverages are sold, possessed, stored, brewed, bottled, manufactured or rectified without a permit or license as provided for the ordinances of the City.
4. **Illegal Drinking.** Any place or premises resorted to for the purpose of drinking intoxicating liquor or fermented malt beverages in violation of the laws of the State of Wisconsin or ordinances of the City.
5. **Drug and Gang Houses.** Any building, structure or dwelling unit or portion of any building that is used to facilitate the delivery, distribution or manufacture of controlled substance as prohibited by State Statute and as further defined in Sec. 823.113, Wis. Stats., or any building, structure or portion thereof that is used as a meeting place of a criminal gang or that is used to facilitate the activities of a criminal gang in accordance with this chapter is hereby declared a public nuisance and may be proceeded against under this Section. The provisions of Sec. 823.113, Wis. Stats., is hereby adopted and by reference made a part of this code as is fully set forth herein. Any act required to be performed or prohibited by any statute incorporated herein by reference is required or prohibited in this Chapter.

12.02.15 Public Nuisances Affecting Peace and Safety

- A. **General Public Nuisances.** The following acts, omissions, places, conditions and things are hereby specifically declared to be public nuisances affecting peace and safety, but such enumeration shall not be constructed to exclude other nuisances coming from within the definition of Sec. 12.01.56:
 1. **Flammable Liquids.** Repeated or continuous violations of the Ordinances of the City or laws of the State relating to the storage of flammable liquids.
 2. **Fireworks.** All use or display of fireworks except as provided by the laws of the State of Wisconsin and Ordinances of the City.
 3. **Noisy Animals or Fowl.** The keeping or harboring of any animal or fowl which, by frequent or habitual howling, yelping, barking, crowing or making of other noises shall greatly annoy or disturb a neighborhood or any considerable number of persons within the City.
 4. **Obstructions of Streets and Excavations.** All obstructions of streets, alleys, sidewalks, crosswalks or bike paths and all excavations in or under the same, except as permitted by the Ordinances of the City or which, although made in accordance with such Ordinances, are kept or maintained for an unreasonable or illegal length of time after the purpose thereof has been accomplished, or which do not conform to the permit. No person shall undertake any activity, resulting in the placement of mud, dirt, clay, sediment or other similar substance upon any street, gutter, alley, sidewalk or bike path within the City, which creates a condition hazardous to others using the street, gutter, alley, sidewalk or bike path.
 5. **Open Excavations.** All open and unguarded pits, wells, excavations or unused basements accessible from any public street, alley or sidewalk.
 6. **Wires over streets.** All wires over streets, alleys or public grounds which are strung less than fifteen (15) feet above the surface thereof.
 7. **Continuous Violation of City Ordinances.** Any place or premises within the City where City Ordinances or state laws relating to public health, safety, peace, morals or welfare are openly, continuously, repeatedly and intentionally violated.
- B. **Dangerous Dogs.**
 1. **Authorization.** This Ordinance is enacted pursuant to the general police power, the authorities granted to cities by the Wisconsin State Constitution and set forth under Sec. 66.0101, Wis. Stats., and the express authority under of Sec. 174.12(3), Wis. Stats., as may be amended.
 2. **Purpose and Intent.** The purpose of this Section is to promote the public health, safety and general welfare of the citizens of the City of Onalaska.
 3. **Definitions.** When used in this Section, words have their common meaning and in addition the following words, terms and phrases, and their derivations have the following meaning:
 - a. **Animal Control Officer.** Any person employed, contracted with or appointed by the City who is authorized to investigate and enforce violations relating to animal control or cruelty under the provision of this Section.
 - b. **At Large.** A dog that is not on its owner's property and not leashed.
 - c. **Bite Injury.** Any contact between an animal's mouth and teeth and the skin of a bite victim which causes visible trauma, such as a puncture wound, laceration, or other piercing of the skin.
 - d. **Dangerous Dog.** Any dog that has caused a bite injury and is not a vicious dog.
 - e. **Director.** The Director of Animal Control.
 - f. **Domestic Animal.** An animal of a tamed species that is commonly kept as pets and includes livestock.
 - g. **Enclosure.** A fenced or walled area having a fence or wall height of at least six (6) feet suitable to prevent the entry of young children and suitable to confine a dog.

- h. **Impoundment.** Seizing and confining a dog by any law enforcement officer, animal control officer or any other public officer under the provisions of this Section.
 - i. **Muzzle.** A device construct of strong, soft material of or metal, designed to fasten over the mouth of a dog that prevents the dog from biting any person or other animal and that does not interfere with its respiration.
 - j. **Potentially Dangerous Dog.** Any dog that while at large: (1) behaves in a manner that a reasonable person would believe poses a serious and unjustified imminent threat of serious physical injury or death to a person or domestic animal, or (2) causes injury to a domestic animal.
 - k. **Provocation.** Any action or activity, whether intentional or unintentional which would be reasonably expected to cause a normal dog in similar circumstances to react in a manner similar to that shown by evidence.
 - l. **Owner.** Any person, partnership or corporation having a right of property in an animal, or who keeps or harbors a dog, or who has in their care, or acts as its custodian, or who knowingly permits a dog to remain on any premises occupied by them.
 - m. **Sanitary Condition.** A condition of good order and cleanliness to minimize the possibility of disease transmission.
 - n. **Serious Physical Injury.** Disfigurement, protracted impairment of health, or impairment of the function of any bodily organ.
 - o. **Vicious Dog.** A dog that without provocation or justification bites or attacks a person and causes serious physical injury or death or is declared vicious under this Section.
4. **Declaration of Status.**
- a. An animal control officer or law enforcement officer may find and declare a dog potentially dangerous, dangerous or vicious after the officer has probably cause to believe that the dog falls within the definition of "vicious dog", "dangerous dog" or "potentially dangerous dog". The finding must be based on:
 - i. The written complaint of a person who is willing to testify that the dog has acted in a manner in which causes it to fall within the definition of "vicious dog", "dangerous dog" or "potentially dangerous dog";
 - ii. Dog bite reports filed with the animal control officer or City of Onalaska;
 - iii. Action of the dog witnessed by any animal control officer or law enforcement officer; or
 - iv. Other substantial evidence admissible in court.
 - b. The declaration shall be in writing and shall be served by the City:
 - i. On the owner if known using regular mail to the owner's last known address or by certified mail directed to the owner at the owner's last known address, personally, or if the owner cannot be located by publication of a Class 1 notice and posting a notice on the property of the owner.
 - c. The declaration shall contain the following information:
 - i. The name and address of the owner of the dog if known and if not known that fact;
 - ii. A description of the dog;
 - iii. Whereabouts of the dog;
 - iv. Facts upon which the declaration is based;
 - v. Restrictions placed upon the dog and when the owner is not known the intended disposition of the dog;
 - vi. Penalties for violation of the restrictions, including possibility of destruction of the dog and any fine or imprisonment of owner; and
 - vii. Availability of a hearing to contest the declaration by submitting a written request to the Common Council within fifteen (15) days of receipt of the declaration or if notice is given by publication or posting within fifteen days of the earlier of the date the notice appears in the newspaper or the property is posted.
 - d. A dog may be declared dangerous under this Section if the dog has within a twelve (12) month period attacked and killed a domestic animal on more than one occasion. For purposes of this Subsection only, a domestic animal does not include any feral animal or does not apply where the attack was upon a domestic animal that was at large or upon a domestic animal that was tormenting or attacking the dog.
 - e. Dogs shall not be declared dangerous, potentially dangerous or vicious if the threat, injury, or damage was sustained by a person who, at the time, was committing a willful trespass or other tor upon the premises occupied by the owner of the dog, or was tormenting, abusing, provoking or assaulting the dog or has, in the past, been observed or reported to have tormented, abused, provoked or assaulted the dog or was committing or attempting to commit a crime.
 - f. **Notice.** When notice is given by regular mail to the owner's last known address, notice is effective on the third day after the notice was placed in the mail, postage prepaid, to the owner's last known address. When notice is given by certified mail, notice is effective when received;

provided however, if certified mail delivery has been refused, notice is effective by publication or posting and whenever notice is accomplished by publication or posting the notice is effective and deemed received on the earlier of the day the property is posted or the newspaper is published.

5. **Potentially Dangerous Dogs.**

- a. **Prohibited.** No person shall maintain a potentially dangerous dog in violation of Title 7 or otherwise in violation of this Section.
- b. No person owning, harboring or having the care or custody of a potentially dangerous dog shall permit the dog to go at large or leave the owner's property unless the dog is securely leashed and muzzled.
- c. **Spaying/Neutering.** All owners of potentially dangerous dogs must spay or neuter the dog and provide proof of sterilization to the City Clerk within fourteen (14) days of the animal control officer declaring the dog potentially dangerous.
- d. In addition to any other penalty for a violation of this Section, a court may revoke the authority of a person to keep a potentially dangerous dog within the city.
- e. The owner of a potentially dangerous dog may apply to the Chief of Police and Director of Animal Control to have the declaration waived after two (2) years upon meeting the following conditions:
 - i. The owner and offending dog has no subsequent violations of this Chapter; and
 - ii. The owner of the dog has complied with all the provisions of this ordinance for a period of two (2) years; and
 - iii. The owner provides proof to the Chief of Police of successful completion of a behavior modification program administered by a Certified Pet Dog Trainer (CPDT), Certified Dog Behavior Consultant (CDBC), or Veterinary Behaviorist, certified through the American College of Veterinary Behaviorists (ACVB) or equivalent training.
 - iv. If the Chief of Police and Director of Animal Control finds sufficient evidence that the dog owner has complied with all conditions in this subsection, the application to rescind the potentially dangerous dog declaration shall be approved.

6. **Dangerous Dogs.**

- a. No person shall maintain a dangerous dog in violation of this Section.
- b. **Keeping of a Dangerous Dog.** Once a dog has been declared dangerous, it shall be kept in a secure enclosure subject to the following requirements:
 - i. **Leash.** No person having charge, custody, control or possession of a dangerous dog shall allow the dog to exit its enclosure unless such dog is securely attached to a leash not more than four (4) feet in length and walked by a person who is both over the age of eighteen (18) and who has the physical ability to restrain the dog at all times. No owner shall keep or permit a dangerous dog to be kept on a chain, rope or other type of leash outside its enclosure unless a person capable of controlling the dog is in physical control of the leash.
 - ii. **Muzzle.** It shall be unlawful for any owner or keeper of a dangerous dog to allow the dog to be outside of its proper enclosure unless it is necessary for the dog to receive veterinary care or exercise. In such cases, the dog shall wear a properly fitted muzzle to prevent it from biting humans or other animals. Such muzzle shall not interfere with the dog's breathing or vision.
 - iii. **Confinement.** Except when leashed and muzzled as provided in this Section, a dangerous dog shall be securely confined in a residence or confined in a locked pen or other secure enclosure that is suitable to prevent the entry of children and is designed to prevent the dog from escaping. The enclosure shall include shelter and protection from the elements and shall provide adequate exercise room, light, and ventilation. The enclosed structure shall be kept in a clean and sanitary condition and shall meet the following requirements:
 1. The structure must have secure sides and a secure top, or all sides must be at least six (6) feet high;
 2. The structure must have a bottom permanently attached to the sides or the sides must be embedded not less than one (1) foot into the ground; and
 3. The structure must be of such material and closed in such a manner that the dog cannot exit the enclosure on its own.
 - iv. **Indoor Confinement.** No dangerous dog shall be kept on a porch, patio or in any part of a house or structure that would allow the dog to exit such building on its own volition. In addition, no such dogs shall be kept in a house or structure when the windows or screen doors are the only obstacle preventing the dog from exiting the structure.
 - v. **Signs.** All owners, keepers or harborers of dangerous dogs shall display in a prominent place on their premise a sign easily readable by the public using the words "Beware of Dog."
 - vi. **Liability Insurance, Surety Bond.** Subject to the City's discretion, the owner of a dangerous dog may be required to present to the City Clerk proof that the owner has procured liability insurance or a surety bond in the amount of not less than One Hundred Thousand Dollars (\$100,000.00) covering any damage or injury that may be caused by such dangerous dog.

The policy shall contain a provision requiring that the City be notified immediately by the agent issuing it if the insurance policy is canceled, terminated or expires. The liability insurance or surety bond shall be obtained prior to the issuing of a permit to keep a dangerous dog. The dog owner shall sign a statement attesting that the owner shall maintain and not voluntarily cancel the liability insurance policy following the determination of the status of dangerous dog unless the owner ceases to own or keep the dog prior to the expiration date of the permit period.

- viii. **Identification Photographs.** All owners, keepers or harborers of dangerous dogs must within ten (10) days of determination by the City provide to the City Clerk's office and Director of Animal Control, each two (2) color photographs of the registered dog clearly showing the color and approximate size of the dog.
 - ix. **Microchip.** All owners, keeps or harborers of dangerous dogs must within ten (10) days of determination of such status microchip the dog and provide the microchip information to the City Clerk and Director of Animal Control.
 - x. **Sale or Transfer of Ownership Prohibited.** No person shall sell, barter or in any other way dispose of a dangerous dog registered with the City to any person within the city unless the recipient person resides permanently in the same household and on the same premises as the owner of such dog, provided that the owner of a dangerous dog may sell or otherwise dispose of a registered dog to persons who do not reside within the City. Owner must disclose dog's status as a dangerous dog to anyone to whom the owner transfers custody or care of the dog.
 - xi. **Notification of Escape.** The owner or keeper of a dangerous dog shall notify the Onalaska Police Department and Animal Control immediately if such dog escapes from its enclosure or restraint and is at large. Such immediate notification shall also be required if the dog bites or attacks a person or domestic animal.
 - xii. **Failure to Comply.** It shall be a separate offense to fail to comply with the restrictions in this Section. Any dog found to be in violation of this Section shall be subject to immediate seizure and impoundment as set forth below. In addition, failure to comply with the requirements and conditions set forth in this Chapter shall result in the revocation of the dog's license providing for the keeping of such dog.
 - xiii. A dangerous dog owner may apply to the Chief of Police and Director of Animal Control to have the declaration waived after three (3) years upon meeting the following conditions:
 - 1. The Owner and offending dog has no subsequent violations of this Chapter;
 - 2. The Owner of the dog has complied with all of the provisions of this act for a period of three (3) years; and successful completion of a behavior modification program administered by a Certified Pet Dog Trainer (CPDT), Certified Dog Behavior Consultant (CDBC), or Veterinary Behaviorist, certified through the American College of Veterinary Behaviorists (ACVB) or equivalent training; and
 - 3. If the Chief of Police and Director of Animal Control finds sufficient evidence that the dog has complied with all conditions in this subsection, and has sufficient evidence that the dog's behavior has changed, the application shall be approved to rescind the dangerous dog declaration.
7. **Vicious Dogs.** It shall be unlawful to keep, possess or harbor a vicious dog within the City limits.
- a. The provisions of this Section shall not apply to a law enforcement dog being used to assist one (1) or more law enforcement officers acting an official capacity.
 - b. The Director of Animal Control, Chief of Police or their designee may seek a Court order to have a dog euthanized that has been declared vicious.
 - c. The Owner of a dog that has been declared to be vicious may appeal that determination to the Common Council within fifteen (15) days of the declaration. If an appeal is timely filed, the order to destroy the animal is suspended pending the final determination of the Common Council except when the Director declares that the public health and safety require the immediate destruction of the animal as in the case of rabies.
 - d. The Owner of a vicious dog shall be liable for and shall pay all costs associated with impoundment, removal or euthanasia of said animal. The Owner shall pay any other associates costs incurred.
8. **Immediate Impoundment.**
- a. A dog suspected of being dangerous or vicious may be immediately impounded when the Director of Animal Control, Chief of Police or the Director's designee determines such immediate impoundment is necessary for the protection of public health or safety.
 - b. If the owner of the dog impounded is not reasonably ascertainable at the time of impoundment, Animal Control in conjunction with the City shall immediately notify the owner by mail sent to the owner's last known address postage prepaid which upon the passage of three (3) days be

- deemed complete or by personal service within five (5) business days after the dog's impoundment.
- c. The notice of impoundment shall inform the owner of the dog that the owner may request, in writing, a hearing to contest the impoundment. Upon receipt of the notice of impoundment either through personal service or by mail (receipt is complete three days after mailing to the last known address of owner postage prepaid), the owner has five (5) business days to request a hearing by serving on the City Clerk a written request for the hearing.
 - d. Upon request by the Owner of the dog for a hearing, a hearing must be held within ten (10) business days after receipt of the request. Notice of the date, time and location of the hearing shall be provided by regular mail to the dog owner requesting the hearing. The impoundment hearing shall determine if the dog poses a risk to public health and safety or if the dog could be released. If the trier of fact determines the dog does not pose a risk to public health and safety, the dog shall be immediately released back to the owner pending further proceedings either administrative or judicial.
 - e. The Owner must pay all of the cost of the impoundment and upon request must post sufficient funds to cover the anticipated costs for continued impoundment. In the alternative, the owner may propose a suitable facility where the dog could be contained and maintained at the sole cost of the Owner and upon approval of the Director the dog may be impounded at that facility under the terms and conditions set by the director. Failure to post funds sufficient to pay for the costs of impoundment constitutes a waiver of any rights the owner may have to a hearing under this Section.
 - f. If the Owner is successful in appealing the decision to impound the dog, the Director must refund to the Owner any costs paid for the impoundment.
9. **Continuation of Dangerous Dog Declaration.** Any dog that has been declared dangerous or vicious by any agency or department of this City, another municipality, county, or state shall be subject to the provisions of this Chapter. The person owning or having custody of any dog designated as potentially dangerous or dangerous by any municipality, county, or state government shall notify the City Clerk's Office and Animal Control of the dog's address and conditions of maintenance within ten (10) days of moving the animal into the City of Onalaska. The restrictions and conditions of maintenance of any dog declared dangerous by this City, another municipality, county, or state shall remain in force while the dog remains in the City. No dog declared a potentially dangerous, dangerous, or vicious dog by any other designation agency or department of another municipality, county, or state based solely on size, breed, mix of breeds, or appearance shall be subject to this Section.
10. **Reckless Dog Owner.**
- a. Any person convicted of:
 - i. a violation of the City of Onalaska Code of Ordinances Title 7; relating to the licensing and regulation of Animals or Title 11 nuisances ordinances three (3) or more times in any twenty-four (24) month period; or
 - ii. a violation of this Division two (2) or more times in any five (5) year period, shall be declared a reckless dog owner.
 - b. The City Attorney's office in consultation with the Police Department and Animal Control office shall issue a notification to the declaration of Reckless Dog Owner to the person with the following:
 - i. Name and address of the person subject to the declaration, and;
 - ii. The description, violation and conviction that led to the declaration, and;
 - iii. The name, description and license number of all dogs subject to the effects of such declaration, and
 - iv. Instructions on appealing the declaration to the Common Council.
 - c. Once declared a reckless dog owner, the person shall now own, keep, possess or harbor a dog for a period of five (5) full years from the date of declaration.
 - d. A person declared to be a reckless dog owner may apply to have the declaration waived after two (2) years upon meeting the following conditions:
 - i. The person has son subsequent violations of this Chapter or Title 7; and
 - ii. The person has complied with all provision of this Chapter for a period of two (2) years; and
 - iii. The person provides proof to the City of a successful completion of a program designed to improve the person's understanding of dog ownership responsibilities and based upon an interview with Animal Control and City appropriate City Officials as determined by the City Administrator establishes that understanding.
 - e. If the City finds sufficient evidence that the person has complied with all conditions in this subsection, the City may rescind the reckless owner declaration subject to conditions that can help to ensure no future violations.

11. **Penalties.** Any person violating this Division, shall upon conviction, pay a fine of not less than One Hundred Dollars (\$100.00) nor more than Five Hundred Dollars (\$500.00) or imprisonment in the La Crosse County Jail for up to sixty (60) days or both. For each subsequent violation of this Section within twenty-four (24) months after committing a previous violation the fine shall be not less than Two Hundred and Fifty Dollars (\$250.00) nor more than Five Hundred Dollars (\$500.00).
12. **Appeals.** Any person aggrieved by a decision under this Section may appeal that decision to Circuit Court in accordance with and pursuant to Wisconsin state laws and Circuit Court rules.

Division 2 Deer and Wildlife Feeding Ban

12.02.21 Feeding of Deer Prohibited

- A. No person may feed deer through the placement of any salt, mineral, grain, fruit, or vegetable material outdoors on any public or private property. The following acts shall constitute deer feeding:
 1. The placement of salt, mineral, grain, fruit, or vegetable material in an aggregate quantity of greater than one-half (1/2) gallon at the height of less than six (6) feet off the ground.
 2. The placement of salt, mineral, grain, fruit, or vegetable material in an aggregate quantity of greater than one-half (1/2) gallon in a drop feeder, automatic feeder, or similar device regardless of the height of the grain, fruit, or vegetable material.
 3. Any other method of placing salt, mineral, grain, fruit, or vegetable material out of doors, or allowing salt, mineral, grain, fruit, or vegetable materials to remain out of doors in a manner that would encourage consumption by deer.
 4. Any feeder placed fifty (50) feet or more from any deeded residence.
- B. **Exceptions.** This Section shall not apply to the following situations:
 1. **Hunting.** The placement of bait for the purpose of hunting deer subject to all other laws, ordinances, rules, and regulations governing hunting and the discharge of hunting weapons.
 2. **Naturally Growing Materials.** Naturally growing grain, fruit, or vegetable material, including gardens.
 3. **Bird Feeders.** Unmodified commercially purchased bird feeders or their equivalent.
 4. **Authorized by the City of Onalaska.** Deer feeding may be authorized on a temporary basis by the Common Council for a specific purpose as determined by the Common Council.

12.02.22 Feeding of Other Wildlife Prohibited

- A. Per Sec. NR 19.60, Wis. Adm. Code, as it may be amended from time to time, is hereby adopted as though fully set forth herein for all other animals except deer which are outlined in Sec. 12.02.21. above.

12.02.23 Penalty

- A. Any person violating any provision of this Division shall pay not less than Twenty-Five Dollars (\$25.00) nor more than Two Hundred Dollars (\$200.00) for each offense, together with prosecution. A separate offense shall be deemed committed on each day or part of each day during which a violation occurs or continues. Any person who defaults in the payment of fines or the costs of prosecution may be imprisoned in the county jail until the fine and costs are paid, but such imprisonment shall not exceed thirty (30) days. This paragraph does not preclude the City from taking any appropriate action to abate, prevent or remedy a violation of any provision of this Section.

Division 3 Chronic Nuisance Premises

12.02.31 Definitions

- A. Definitions shall have the following meaning:
 1. **Chief.** The Chief of Police or their designee.
 2. **Enforcement Action.** Arrest, issuance of a citation or the issuance of a written or verbal warning.
 3. **Nuisance Activity.** Any of the following activities, behaviors or conduct occurring on a premises:
 - a. An Act of Harassment, as defined in Sec.947.013, Wis. Stats.
 - b. Disorderly Conduct, as defined in Sec. 947.01, Wis. Stats.
 - c. Battery, Substantial Battery or Aggravated Battery, as defined in Sec. 940.19, Wis. Stats.
 - d. Lewd and Lascivious Behavior, as defined in Sec. 944.20, Wis. Stats.
 - e. Prostitution, as defined in Sec. 944.30, Wis. Stats.
 - f. Theft, as defined in Sec. 943.20, Wis. Stats.
 - g. Receiving Stolen Property, as defined in Sec. 943.34, Wis. Stats.
 - h. Arson, as defined in Sec. 943.02, Wis. Stats.
 - i. Possession, Manufacture, or Delivery of a Controlled Substance or related offenses, as defined in Ch. 961, Wis. Stats.
 - j. Gambling, as defined in Sec. 945.02, Wis. Stats.

- k. Violations of regulations related to Animals under Title 7 of the City of Onalaska Code of Ordinances.
 - l. Trespassing, as defined in Sec. 943.31, Wis. Stats. and Sec. 943.14, Wis. Stats.
 - m. Violations of City regulations related to Firearms, Explosives and Weapons under Chapter 2 of Title 11 of the City of Onalaska Code of Ordinances.
 - n. Noise violations as defined in Chapter 2 of Title 11 of the City of Onalaska Code of Ordinances.
 - o. Any Conspiracy to Commit, as defined in Sec. 939.31, Wis. Stats., or attempt to commit, as defined in Sec. 939.32, Wis. Stats., any of the activities, behaviors, or conduct enumerated in Subdivision 3.a. through n. above.
 - p. The execution of arrest or search warrants at a particular location.
 - q. Alcohol violations regulated in Chapter 4 of the City of Onalaska Code of Ordinances and Sec. 125.07, Wis. Stats.
 - r. City of Onalaska Inspection/Planning/Zoning-related calls where the Police Department responds.
4. **Owner.** The owner of the premises and their agents.
 5. **Premises.** An individual dwelling unit, an apartment building (all units included as one premises), or an individual business premises and associated common areas.
- B. **Statutory References.** All references to Wisconsin Statutes in this Section are to statutes as may be amended or replaced.
 - C. **Notice of Chronic Nuisance.** Whenever the Chief determines that three (3) or more nuisance activities resulting in enforcement action have occurred at a premise during a twelve (12) month period, the Chief may notify the premises owner in writing of the chronic nuisance. In calculating the requisite nuisance activities, the Chief may count separate qualifying nuisance incidents resulting in enforcement action occurring on the same day (as long as they are distinct in time) or different days, but shall never count nuisance activities that were reported by the owner of the premises. The notice shall contain the street address or legal description sufficient to identify the premises, a description of the nuisance activities that have occurred at the premises, a statement indicating that the cost of future enforcement may be assessed as a special charge against the premises, and a notice as to the appeal rights of the owner. The notice shall be delivered by personal service. If personal service is unsuccessful or impractical, the Chief or their designee shall post a copy of the notice in a conspicuous place on the premises where the nuisance exists and send notice by first class mail to the last-known address of the owner or the agent of the owner.
 - D. **Abatement Plan.** Any owner receiving notice subject to Sec. 12.02.31.C. above shall meet with the City Attorney and Chief or their designee, within five (5) days of receipt of such notice. The parties shall review the problems occurring at the property. Within ten (10) days of this meeting, the owner shall submit to the Chief or their designee, an abatement plan to end the nuisance activity on the property. The plan shall also specify a name, address, and telephone number of a person living within sixty (60) miles of the property that can be contacted in the event of further law enforcement, fire or inspection contact.
 - E. **Additional Nuisance Activity.** Whenever the Chief determines that additional nuisance activity has occurred at a premise for which notice has been issued pursuant to Sec. 12.02.31.C. above, that this nuisance activity has occurred not less than fifteen (15) days after notice has been issued, and that reasonable efforts have not been made to abate the nuisance activity, the Chief may calculate the cost of police responses and enforcement for this and any subsequent nuisance activities and cause such charges and administrative costs to be assessed and collected as a special charge.
 - F. **Appeal.** Appeal of the determination of the Chief under this Division may be submitted to the Common Council. Ch. 68, Wis. Stats. shall not apply to such an appeal.

Division 4 Abatement of Nuisances

12.02.41 Public Nuisances Prohibited

- A. **Enforcement.** The Chief of Police, the Chief of the Fire Department, the Director of Public Works, Zoning Administrator, County Health Officer, Building Inspector or their enforcement designees shall enforce those provisions of this Chapter that come within the jurisdiction of their offices, and they shall make periodic inspections and inspections upon complaint to insure that such provisions are not violated. No action shall be taken under this Section to abate a nuisance unless the officer shall have inspected or caused to be inspected the premises where the nuisance is alleged to exist and has satisfied himself or herself that a nuisance does in fact exist. Inspection authority and administration for public nuisances shall follow the requirements set forth in Property Maintenance Code Sec. 12.01.16.
- B. **Summary Abatement.** If the inspecting officer shall determine that a nuisance exists within the City and that there is great and immediate danger to the public health, safety, peace, morals or decency, notice to abate the nuisance may be issued and served by the officer pursuant to Subsection (e) below. The notice shall order abatement of the nuisance within a period of not less than twenty-four (24) hours or greater than seven calendar days and shall state that unless the nuisance is so abated, the City will cause the

same to be abated and will charge the cost thereof to the owner, occupant, or person causing, maintaining or permitting the nuisance; and if notice to abate the nuisance has been given to the owner, such cost shall be assessed against the real estate as a special charge.

- C. **Nonsummary Abatement.** If an officer determines that a public nuisance exists but that the nature of such nuisance is not such as to threaten imminent danger to the public health, safety, peace, morals or decency, notice to abate the nuisance may be issued and served by the officer pursuant Subsection 12.02.41.D. below. If the public nuisance activity involves felony drug type conduct, a notice to abate the nuisance shall be mandatory. The notice shall order abatement of the nuisance within a period of not less than fifteen (15) calendar days and shall state that unless the nuisance is so abated, the City will cause the same to be abated and will charge the cost thereof to the owner, occupant, or person causing, maintaining or permitting the nuisance; and if notice to abate the nuisance has been given to the owner, such cost shall be assessed against the real estate as a special charge.
- D. **Abatement Plan.** If an officer determines that a public nuisance exists but the nature of such nuisance is not such as to threaten imminent danger to the public health, safety, peace, morals or decency, the officer may order the owner, occupant or person causing, maintaining, or permitting the nuisance to appear for a hearing to discuss the abatement of the nuisance. If the public nuisance involves felony drug type conduct, the officer shall order the owner, occupant or person causing, maintaining or permitting the nuisance to appear for a hearing to discuss abatement of the nuisance. The hearing shall include the officer and a representative of the City's Police Department and the City Attorney. Notice of the hearing shall be issued and served pursuant to Subsection 12.02.41.E. below. The parties may formulate an abatement plan which indicates the measures to be taken by the owner, occupant or person causing, maintaining or permitting the nuisance to abate the nuisance, such plan shall be in writing and signed by the parties.
- E. **Notice to Abate.** The officer may attempt personal service on the owner, agent of the owner, occupant or other person causing, maintaining or permitting the nuisances at such person's last known address. If this attempt is unsuccessful the officer shall post or cause to post a copy of the notice in a conspicuous place in or about the building where the nuisance exists and send notice by first class mail to the last-known address of the owner or agent of the owner.
- F. **Remedy from Abatement Order.** Any person affected by an order under Subsections 12.02.41.B. and C. above shall, prior to the abatement date, apply to the circuit court for an order restraining the City from entering on the premises and abating or removing the nuisance, or be forever barred.
- G. **Non-Abatement Prohibited.**
 - 1. **Failure to Comply with Order to Abate.** No person shall fail to comply with a lawful order to abate a public nuisance pursuant to this Section. Each day of non-compliance with a lawful order to abate issued pursuant to this Section is a separate violation.
 - 2. **Failure to Appear for Hearing.** No person shall fail to comply with an order to appear for an abatement hearing pursuant to Sec. 12.02.31.D. of this Chapter.
 - 3. **Failure to Observe Abatement Plan.** No person shall fail to comply with the terms of an abatement plan.
- H. **Abatement by Court Action.** If an officer determines that a public nuisance exists, the officer may refer the nuisance to the City Attorney for review. If the City Attorney determines that alternative enforcement methods have failed to abate the nuisance or would be ineffective in doing so, the Common Council may cause an action to abate such nuisance be commenced in the name of the City in the Circuit Court for La Crosse County in accordance with the provisions of the Wisconsin Statutes.
- I. **Other Methods Not Excluded.** Nothing in this Chapter shall be construed as prohibiting the abatement of nuisances by the City or its officials in accordance with the laws of the State of Wisconsin.

12.02.42 Cost of Abatement and Penalties

- A. **Cost of Abatement.** In addition to any other penalty imposed by this Chapter for the erection, contrivance, creation, continuance or maintenance of a public nuisance, the cost of abating a public nuisance by the City shall be collected as a debt from the owner, occupant or person causing, permitting or maintaining the nuisance, such cost shall be assessed against the real estate as a special charge.
- B. **Penalties.** Except as otherwise outlined elsewhere in this chapter, any person, firm or corporation who fails to follow the provisions of this Chapter, shall upon conviction thereof pay as follows:
 - 1. **First Offense.** Not less than One Hundred Dollars (\$100.00) nor more than One Thousand Dollars (\$1,000.00).
 - 2. **Subsequent Offenses.** For each subsequent violation of any provision of this Chapter or any regulation, rule or order made hereunder within twenty-four (24) months after committing a previous violation of this Chapter, the fine shall be not less than Two Hundred Dollars (\$200.00) nor more than Two Thousand Dollars (\$2,000.00).

Division 1 Introductory Provisions**12.03.11 Vacant Buildings**

- A. This Chapter shall be known as, referred to and cited as the "Vacant Buildings Code", and is hereinafter referred to as the "Vacant Buildings Code" or "Chapter".

12.03.12 Purpose

- A. This Chapter is enacted to facilitate the identification of, inspection of, and property maintenance of vacant buildings for purposes of preserving and promoting the public health, safety, prosperity and general welfare, and to abate and prevent property maintenance issues, public and private nuisances and potential fire hazards.
- B. The Common Council of the City of Onalaska, finds that there are now, and may in the future, be vacant buildings which are dilapidated, unsafe, unhygienic and inadequately maintained so as to create or contribute to blight and so as to jeopardize the health, safety, prosperity and general welfare, and so as to create a public and/or private nuisance.
- C. **Intent.** The purpose of this Code is to establish the measures and requirements reasonably necessary to protect the health, safety and welfare of the public from public nuisances, blight and negative market impact of vacant or abandoned buildings and structures.

12.03.13 Public Records

- A. **Finding.** In addition to the purposes in Section 12.02.12. above, the City finds that vacant buildings are targets for vandalism, arson, squatting, and other illegal activities. The City still further finds that the public disclosure of the identification of any or all vacant buildings would provide to persons with criminal intentions a data source to locate vacant buildings in which to carry out illegal activity. While the City acknowledges the requirements of the Wisconsin Public Records Law embodied in Sec. 9.31-19.39, Wis. Stats., and the strong public policy underpinning those statutes that all persons are entitled to the greatest possible information regarding the affairs of government, the City also recognizes that against that strong public policy, records custodians must balance contrary public policy that would weigh against disclosure of a particular document.
- B. **Policy.** Prior to releasing any records that are received, created, or maintained pursuant to the provisions of this chapter or are received, created, or maintained to accomplish the purpose of this Chapter, the records custodian will consider the intent of the City articulated in this Section.

Division 2 Interpretation**12.03.21 Rules of Interpretation and Definitions**

- A. **Rules of Interpretation:**
1. **Tense.** Words used in the present tense shall be interpreted to include the future tense.
 2. **Gender.** Words used stating or implying gender shall be interpreted to include the masculine, feminine and neuter.
 3. **Number.** Words used implying the singular shall be interpreted to include the plural, where appropriate, and vice versa.
 4. **May and Shall.**
 - a. The word "may" is permissive.
 - b. The word "shall" is mandatory and not directory.
 5. **"Used For".** The phrase "used for" shall include the phrases "arranged for", "designed for", "intended for", "maintained for", and "arranged for".
- B. **Definitions:**
1. **Accessory Building/Structure.** A detached building or structure on the same lot, with and of a nature customarily incidental and subordinate to the principal building or structure or use of the land; i.e., a child's playhouse, garden house, greenhouse, garage, carport, shed, fence, or retaining wall.
 2. **Building.** Any structure used or intended for supporting or sheltering any use or occupancy. For multi-unit structures, each non-residential unit is deemed a separate "building" subject to this chapter; in multi-unit structures, individual residential units are to be considered a part of the larger building that encompasses the other residential units.
 3. **Code of Ordinances.** The Code of Ordinances for the City of Onalaska, Wisconsin, which includes the Vacant Building Code.

4. **Code Official.** Those individuals as set forth in the City of Onalaska Property Maintenance Code Sec. 12.01.16.A.
5. **Department.** The Planning and/or Inspection Departments of the City of Onalaska, Wisconsin.
6. **Exterior Premises.** The open space on the premises or the portion of the premises upon which there is not a structure.
7. **Garbage.** The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.
8. **Good Repair.** Free from blighting and hazardous conditions, clean and sanitary, in a safe condition and meeting applicable building codes.
9. **Imminent Hazard.** A condition which could cause serious or life-threatening injury or death at any time.
10. **Mixed Occupancy.** Occupancy of a structure in part for residential use and in part for some other lawful use under the Unified Development Code, not accessory thereto.
11. **Occupied.** A building is occupied when it is open to the public, when a business or manufacturing activity is performed therein, when people reside therein, or when any personal property is moved therein. Any building or structure shall be deemed to be occupied if one or more persons actually conducts a lawful business or resides in all or any part of the building as the licensed business-occupant, or as the legal or equitable owner/occupant(s) or tenant(s) on a permanent, non-transient basis, or any combination of the same. For purposes of this Chapter, evidence offered to prove that a building is so occupied may include, but shall not be limited to, the regular receipt of delivery of regular mail through the U.S. Postal Service; proof of continual cable television or internet service, electric, gas, heating, water and sewer.
12. **Owner.** Every person, partnership, limited partnership, corporation, service corporation, limited liability company or partnership, or other legally-recognized entity or association, who alone or jointly or severally with others:
 - a. Has the legal title to a Building or Structure;
 - b. Has legal right or obligation to the care, charge, or control of any Building or Structure, in any capacity including, but not limited to, agent; executor, administrator, trustee, guardian, or personal representative of the estate of the holder of legal title; or an agent, trustee, receiver or other person appointed by court order with authority to have possession or control of the Building or Structure;
 - c. Is a mortgagee, where either:
 - i. The mortgagee has obtained a judgment of foreclosure against the mortgagor with regard to the premises containing the Vacant Building or Structure;
 - ii. The mortgage or note secured by the mortgage contains a provision authorizing the mortgagee to act to secure or repair the property of the mortgagor, and the mortgagor no longer maintains the vacant Building or Structure; or
 - d. Is a land contract vendor, where either:
 - i. The land contract vendor has obtained a judgment of foreclosure against the land contract vendee with regard to the premises containing the vacant Building or Structure; or
 - ii. The land contract contains a provision authorizing the land contract vendor to act to secure or repair the property of the vendee, and the vendee no longer maintains the Vacant Building or Structure.
 - e. "Owner" does not include any real estate licensee providing brokerage services in accordance with Ch. 452, Wis. Stats.
13. **Partially Vacant.** A multi-storied building or structure that has one (1) or more stories or suites vacant.
14. **Responsible Person.** A natural person who is the owner, operator or manager of any structure or premises.
15. **Rubbish.** Combustible and noncombustible waste materials, except garbage. The term shall include the residue from the burning of wood, coal, coke, and other combustible materials, paper, rags, cartons, boxes, wood excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery, and dust and other similar materials.
16. **Secured.** A Building that has a permanent door or window in each appropriate building opening that is secured to prevent unauthorized entry and has all of its door and window components, including frames, jambs, rails, stiles, muntins, mullions, panels, sashes, lights and panels intact and unbroken.
17. **Structure.** Anything constructed or erected, which requires location on the ground or attached to something having location on the ground.
18. **Unified Development Code (UDC).** The Unified Development Code for the City of Onalaska.
19. **Vacant.** A building or structure shall be deemed to be vacant if no person or persons, currently conducts a lawfully licensed business, or lawfully resides or lives in any part of the building as the legal or equitable owner(s), tenant- occupant(s), owner-occupants or tenant(s) on a permanent, non-

transient basis. Vacant status is determined from a totality of circumstances. For purposes of this chapter only, rebuttable evidence of vacancy includes, but is not be limited to, low or no utility usage, lack of customary furnishing consistent with occupancy, accumulation of newspapers or fliers, and fixtures or window coverings which are not secured.

20. **Waste.** Garbage, ashes, rubbish and trash, but not of an earthy or construction nature.

21. **Weeds.** Those weeds as set forth in Sec. 23.235, Wis. Stats.

- C. **Terms Defined Elsewhere.** Where terms are not defined in this Chapter and are defined in other City Ordinances, Codes or ASHRAE and NFPA 70, such terms shall have the meanings ascribed to them therein.
- D. **Terms Not Defined.** Where terms are not defined herein, or through the methods of interpretation authorized by this Section, such terms shall have ordinarily accepted meanings, such as the context indicates.

12.03.22 Applicability

- A. **General.** The provisions of this Vacant Building Code shall apply to all residential single and two-family dwellings vacant for one-hundred eighty (180) consecutive days and all manufacturing, commercial, institutional, multi-family residential and mixed occupancy buildings vacant for three hundred sixty-five (365) consecutive days. Upon application to the Planning Department, an exemption from the provisions of this code may be granted for a period of up to three hundred and sixty-five (365) days for residential and two (2) years for all other property types. In the event an exemption is granted the premises must be maintained in a clean and sanitary condition with grass/weeds cut and snow removed and the building maintained in good condition during the exemption period consistent with Code of Ordinances. The exemption may be revoked for a failure of the applicant to maintain the Building or the premises associated with the Building free from violation of law. Any one of the following circumstances may be a basis for an exemption from the provisions of this Chapter:
1. A Building under active construction, rehabilitation, renovation or repair for which a Building Permit has been obtained.
 2. A Building with a raze permit or with a raze order pending from the City of Onalaska.
 3. A Building whose owner is actively seeking in good faith to rent or sell the building, which good faith is supported by evidence to the reasonable satisfaction of the Planning Department of such activity.
- B. **Conflict.** In any case where a provision of this Chapter is found to be in conflict with a provision of the UDC or any other provisions of the Code of Ordinances, the provision which established the higher standard for the protection of the public health, safety and welfare shall prevail.
- C. **Application of Other Ordinances.** Nothing contained herein shall be deemed to authorize the use of a structure or premises contrary to any other provision of the Code of Ordinances or the UDC. Repairs, additions or alterations to a structure shall be done in accordance with the procedures and provisions of State law, Title 15 of the Code of Ordinances, and NFPA 70. Nothing in this Vacant Building Code shall be construed to cancel, modify or set aside any provision of the UDC.
- D. **Existing Remedies.** The provisions in this Chapter shall not be construed to abolish or impair existing remedies of the City, or its officers or agencies, under State laws or other City Ordinances or UDC relating to the removal or demolition of any structure which is dangerous, unsafe and unsanitary, or the abatement of public nuisances.
- E. **Historic Buildings.** The provisions of this Chapter shall apply to structures designated by the Federal Government, State or City as historic buildings. Any work to said structures shall also comply with the UDC and Sec. 101.121, Wis. Stats.
- F. **Referenced Statutes, Ordinances, Codes and Standards.** The Statutes, Ordinances, Codes and standards referenced in this Chapter shall be incorporated herein by reference and be a part of the requirements of this Chapter to the prescribed extent of each such reference, and include amendments, renumbering and successor acts.
- G. **Requirements Not Covered By This Chapter.** The requirements necessary for the strength, stability, or proper operation of an existing structure or equipment, or for the public safety, health and general welfare, not specifically covered by this Chapter, shall be determined by the Code Official, subject to a right of appeal to the Board of Zoning Appeals.

12.03.23 Severability

- A. If any provision of this Chapter is, for any reason, held to be unconstitutional, invalid or unenforceable by any court of competent jurisdiction, such judgment shall not affect the validity of the remaining provisions of this Code, which shall remain in full force and effect.
- B. If the application of any provision of this Chapter is for any reason held to be an invalid application to a particular premises or structure by any court of competent jurisdiction, such provision shall continue to apply and remain in full force and effect to any premises or structure not specifically included in said judgment.

Division 3 Administration

12.03.31 Code Official

- A. **Code Official.** The Code Official shall have the authority to exercise the powers and duties of the position specified in this Chapter. The Code Official shall administer and enforce this Chapter.
- B. **Inspections.** The Code Official has the power to inspect Premises and structures to determine compliance with this Code. All reports of such inspections shall be in writing, signed or initialed and dated. The Code Official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise in the course of their duties, in accordance with Department policy.
- C. **Right of Entry.** The Code Official is authorized to enter structures or Premises, at reasonable times, with the express or implied consent of the owner, operator or occupant, to conduct administrative interior and exterior inspections for Code administration and enforcement and Licensing/Permitting purposes specified in other ordinances. If entry is refused or not obtained, the Code Official is authorized to pursue recourse to obtain entry as provided by law.
- D. **Reinspections.** Every owner, operator and occupant of a premises shall cooperate with and facilitate reinspections of Premises at reasonable times pursuant to reasonable notice by the Code Official to determine Code compliance with an Order to Repair. Failure by said owner, operator or occupant to cooperate with and facilitate such reinspections by the Code Official shall be a violation of this Chapter.
- E. **Obstruction.** No owner or operator of a Premises may deny the Code Official the right to enter and inspect any portion thereof under the control of a lawful occupant where such occupant has consented to said entry and inspection.
- F. **Denial of Entrance.** No occupant of a premises shall obstruct the owner thereof from complying with any order(s) of the Code Official made under authority of this Chapter. Obstruction shall include the denial of entrance into a Premises at reasonable times pursuant to reasonable notice.
- G. **Identification.** The Code Official shall carry Department issued identification when entering and inspecting premises in the performance of their duties under this Chapter and display such identification, when asked.
- H. **Notices and Orders.** The Code Official shall, as necessary, issue notices and orders to responsible persons and tenants, where relevant, to obtain compliance with this Chapter.
- I. **Department Records.** The Inspection Department is responsible for keeping official records of all business and activities of the Department specified in the provisions of this Chapter in accordance with State and City record keeping requirements.

Division 4 Regulation

12.03.41 Vacant or Abandoned Building or Structure Requirements

- A. **Vacant Building Permit.** The owner of a vacant building or structure subject to this Code shall obtain a Vacant Building Permit for the period during which it is vacant. When a building or structure becomes vacant, as defined by this Chapter for the period of time greater than allowed under Sec. 12.02.22, the owner of the building or structure shall apply for and obtain an annual Vacant Building Permit. Upon the expiration of a Vacant Building Permit, if the building or structure is still vacant, the owner shall arrange for an inspection of the building and premises with the Code Official pursuant to Sec. 14.03.42., and renew the permit within fifteen (15) days of expiration in the same manner as the expired permit. All renewed permits shall be subject to all conditions and obligations imposed by this Chapter.
- B. **Code Compliance.** The owner of a vacant building or structure shall comply with all building, fire, property maintenance, UDC, and other applicable Codes or Ordinances, and shall apply for all necessary building, fire prevention and zoning permits upon application for a Vacant Building Permit.
- C. **Waste Removal.** The owner of a vacant building or structure shall immediately remove all waste from the interior of the structure. The owner of a vacant building or structure shall also immediately remove any waste, debris or excessive vegetation from the exterior premises surrounding the vacant building or structure in accordance with the vacant building maintenance standards of this Chapter and the Code of Ordinances.
- D. **Owner's Responsibility.** The owner of a vacant building or structure shall immediately lock, barricade or secure all doors, windows and other openings in the building or structure to prohibit entry by unauthorized persons in accordance with the Vacant Building Maintenance Standards of this Code. If the owner does not reside within the State, the owner shall provide to the Code Official, the name, address and telephone number of an agent who is available for service of process within the State of Wisconsin. The owner shall provide to the Code Official, the name, address and telephone number of a manager who is a natural person who is available for contact by the Code Official at all times for emergency repairs and maintenance, and who will respond to the vacant building or structure when required by the Code Official. The agent and manager may be the same person, and/or either may be a Responsible Person. The

owner shall notify the Code Official within thirty (30) business days of any changes to the name, address or telephone number of the agent or manager.

- E. **Owner's Obligations Continuous Through Term of Vacancy.** The obligations of owners of a vacant building or structure are continuing obligations which are effective throughout the time of vacancy, as that term is defined in this Code.

12.03.42 Vacant Building Permit; Inspection; Maintenance Standards

- A. **Permit Application.** Application by the owner of a vacant building or structure for a Vacant Building Permit shall be made on a form provided by the Planning Department. Applicants shall disclose all measures to be taken to ensure that the building will be kept weathertight, secure from trespassers and safe for entry by law enforcement officers and firefighters in times of exigent circumstances or emergency. The application shall include, but not be limited to, the following:
1. Contact information for each owner. If the owner is other than a natural person or persons, the following shall apply, as appropriate:
 - a. If the owner is a corporation, limited liability company, limited or liability partnership, the registration statement shall provide the names and residence addresses of all responsible persons and the name and business address of the registered agent for service of process appointed pursuant to Wisconsin State Statutes.
 - b. If an estate, the name and business address of the personal representative of the estate.
 - c. If a trust, the names and addresses of the trustee or trustees.
 - d. If a partnership, the names and residence addresses of the partner or partners.
 - e. If another form of unincorporated association, the name and residence address of a responsible person.
 - f. If an individual person, the name and residence address of that individual person.
 2. Any rehabilitation or demolition plans.
 3. An acknowledgment by the owner that grass and weeds shall not exceed a height of eight (8) inches, and that snow and ice shall be removed from the public right-of-way within twenty-four (24) hours of a snowfall.
- B. **Inspection of Premises.**
1. **Purpose.** The Code Official, or their designee, may inspect vacant buildings to determine the structural integrity of the building, the repairs necessary to maintain structural integrity, to determine what repair actions must be undertaken to maintain the premises safe for entry of law enforcement officers and firefighters in times of exigent circumstances or emergency, that the building and its contents do not present an imminent hazard to the public during the time that the building remains vacant, and that the building and structure are in compliance with the Vacant Building Maintenance Standards.
 2. **Inspector.** The Code Official, or their designee, may conduct inspections made pursuant to the provisions of this Vacant Building Code in conjunction with other officials of the City, law enforcement officers, firefighters, or inspectors from other governmental bodies.
 3. **Types of Inspections:**
 - a. **Code Official Directed.**
 - i. **Implied Consent.** Any owner of a building, which is either the subject of a Vacant Building Permit or an application filed by a responsible person, for a Vacant Building Permit, is deemed to have given consent to inspections of the building.
 - ii. **Reinspections.** At any time subsequent to the issuance of an Order to Repair, the Code Official may conduct reinspections to determine compliance with the Order to Repair. Such reinspections will be conducted only after a reasonable time has been afforded to a responsible party to comply with portions of the Order. Reinspections are subject to reinspection fees under Sec. 12.02.51.
 - iii. **Emergency Inspections/Emergency Repairs.** If, at any time, the Code Official has reason to believe that an emergency situation exists with respect to the building, which tends to create an imminent hazard to health, welfare or safety of the general public, the Code Official may enter the building to inspect the premises, without notifying the responsible party or obtaining a warrant. If the Code Official finds an emergency situation exists in fact, which presents an imminent hazard to the health, welfare or safety of the general public, the maintenance of which, until such time as the responsible party could conduct the repairs, would be unreasonable, the Code Official may cause any reasonable action, including the employment of necessary labor and materials, to perform emergency repairs. Costs incurred in the performance of emergency repairs shall be paid by the City and the Code Official shall recover the costs through special assessments levied against the benefited property. A One Hundred Dollar (\$100.00) administrative fee for processing and administering the special assessment shall be added to the special assessment against the benefited property.

11. **Walkways.** Public walkways shall be in good repair, shall be safe for pedestrian travel, and shall be free of snow and ice. Snow and ice removal shall be completed within twenty-four (24) hours of a snowfall.
12. **Accessory Building/Structures.** Accessory buildings/structures such as garages, sheds and fences shall be free from safety, health and fire hazards; and, shall comply with these Vacant Building Maintenance Standards.
13. **Exterior Premises.** The premises upon which the structure or building is located shall be clean, safe, sanitary, free from waste, rubbish, garbage, excessive vegetation, exterior storage, and shall not pose a threat to the public health, welfare or safety.

12.03.43 Board of Zoning Appeals

- A. **Appeal and Fee.** Any person receiving a notice of violation and order which has been issued in connection with the enforcement of any provision of this Code and aggrieved thereby, may appeal the order and shall be granted a hearing on the matter before the Board of Zoning Appeals, provided that such person shall file in the Planning/Inspection Department a written notice of appeal and request for hearing, setting forth a brief statement of the grounds therefor, within twenty (20) days after the date the notice of violation and order was served. Upon receipt of such appeal, the Board of Zoning Appeals shall set a time and place for such hearing and shall give the petitioner written notice thereof. At such hearing the petitioner shall be given an opportunity to be heard and to show why such notice of violation and order should be modified or withdrawn. No appeal to the Board of Zoning Appeals shall be deemed perfected or shall be heard until the appellant shall pay an appeal fee as set forth in the City's Fee Schedule.

Division 5 Enforcement

12.03.51 Reinspection Fees

- A. To compensate the City for inspection and administrative costs related to the enforcement of this Chapter, an escalating fee established by the Common Council through resolution, may be charged for any reinspection following the initial inspection which resulted in an order for corrective action, and the first reinspection to determine compliance with an order for corrective action issued hereunder. There shall be no reinspection fee for a final inspection indicating compliance, or for a reinspection occurring during the period of an approved time extension granted for good cause and involving a good faith effort on the part of the property owner to comply with the order.
- B. Reinspection fees which are not paid by or on behalf of the property owner within thirty (30) days of mailing an invoice to the property owner of record on the City tax roll shall be charged and collected as a special assessment against the real estate upon which the reinspections were made, and shall be a lien upon the real estate until paid in full, with interest accruing on the unpaid balance at the rate of seven percent (7%) per annum. There shall be an administrative fee as set forth on the City's fee schedule added to the charge and special assessment to cover the administrative costs of charging and specially assessing the property.

12.03.52 Penalties

- A. **Violation Penalties.** Any person who shall violate a provision of this Code shall, upon conviction, be subject to a fine of not more than One Thousand Dollars (\$1,000.00); and, in addition, shall pay the costs and expenses of prosecution. Each day such violation continues shall be considered a separate offense. Failure to promptly pay said fine shall subject the violator to be sentenced to the County Jail for a period not to exceed sixty (60) days.
- B. **Abatement of Violation.** The imposition of the penalties herein prescribed shall not preclude the City Attorney from instituting appropriate action to restrain, correct, or abate a violation, or to prevent illegal occupancy of a structure or premises, or to stop an illegal act, conduct business, or utilization of the structure or premises.

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

Dated this ___ day of _____, 2020.

CITY OF ONALASKA

By: _____
Kim Smith, Mayor

By: _____
JoAnn Marcon, Clerk

PASSED:
APPROVED:
PUBLISHED:

ORDINANCE NO. -2020

AN ORDINANCE TO AMEND TITLE 1626 OF THE CODE OF ORDINANCES OF THE CITY OF ONALASKA RELATING TO PROPERTY MAINTENANCE, PUBLIC NUISANCES, AND VACANT BUILDING CODE AND RENUMBER TITLE 16 TO TITLE 12

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

SECTION I. Title 1626 Property Maintenance, Public Nuisances and Vacant Building Code is hereby deleted in its entirety and ~~hereby replaced~~moved to Title 12 as follows:

Title 162 Property Maintenance, Public Nuisances and Vacant Building Code

Chapter 01 Property Maintenance

Division 1 Administration

126.01.11 Property Maintenance

A. This Chapter shall be known, referred to, and cited as the Property Maintenance Code of the City of Onalaska.

126.01.12 Intent

A. The intent of this Chapter is to ensure public health, safety, and welfare to the degree that they are affected by the occupancy and maintenance of structures and premises. It is also the intent of this ~~s~~Section to help prevent the continuation, extension, and aggravation of blight in Onalaska. This Chapter is enacted pursuant to the authorization contained in Sec. 62.23, Wis. Stats. and applies to all structures and premises in the City of Onalaska. The provisions of this Chapter shall not limit the authority of the City or other applicable jurisdictions to abate problems on improperly maintained and unsafe structures or premises pursuant to other applicable laws.

126.01.13 Interpretation

A. In their interpretation and application, the provisions of this Chapter shall be held to the minimum requirements for the promotion and protection of the public health, safety, morals, and general welfare. Where the conditions imposed by any provisions of this Chapter are either more or less restrictive than comparable standards imposed by any other provisions of this Chapter or of any other applicable law, Code, Ordinance, resolution, rule, or regulation of any kind, the regulation that is more restrictive or that imposes higher standards or requirements shall govern.

126.01.14 Severability and Conflict

A. The provisions of this Chapter are severable. If any provision, ~~s~~Section, ~~s~~Subsection, sentence, clause, phrase or portion of this Property Maintenance Code is found to be unlawful or unenforceable, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions. If any part of this Chapter is found to be in conflict with any other Chapter or with any other part of this Chapter, the most restrictive or highest standard shall prevail. If any court of competent jurisdiction shall adjudge any provision of this Chapter to be invalid, such judgment shall not affect any other provision of this Chapter not specifically included in said judgment; and if any court or competent jurisdiction shall adjudge invalid the application of any provision of this Chapter to a particular property, building, or structure, such judgment shall not affect the application of said provision to any other property, building, or structure not specifically included in said judgment.

126.01.15 Responsibility

A. The responsible person, as defined herein, shall maintain their structures and premises in compliance with this Chapter. The responsible person is the property owner of record according to the La Crosse County Land Records System. A person shall not occupy, or permit another person to occupy, a

structure or premises that does not comply with the provisions of this Chapter. Occupants, including owner occupants and tenants, of a structure or premises are responsible for caring for and maintaining that part of the structure or premises that they occupy or control. All responsible persons shall be jointly and severally responsible for securing compliance of their structure or premises with this Chapter.

126.01.16 Inspection Authority and Access Procedures

- A. **Person authorized to conduct inspections.** Agents of the City authorized to conduct inspections pursuant to this Section shall include the Planning Department, Inspection Department, Police Department, Fire Department, Public Works Department and/or other authorized agents.
- B. **Inspections with consent.** Authorized agents of the City, upon display of proper identification and the consent of the owner, owner's agent, occupant, or other responsible person, may enter any structure or premises (locked or unlocked) at any reasonable time to determine whether said structures or premises comply with the provisions of this Chapter. No person shall obstruct or resist any authorized agent of the City acting in their official capacity and with lawful authority.
- C. **Special Inspection Warrant.** The provisions of this Chapter shall not be construed to allow an authorized agent of the City to inspect structures or premises without the consent of the owner, owner's agent, occupant, or other responsible person. If said person refuses to permit an inspection, an authorized agent of the City may apply to a court for a warrant to inspect the structure and premises pursuant to Sec. 66.0119, Wis. Stats. In cases of emergency, a Special Inspection Warrant shall not be required.
- D. **Access by owner or operator.** The provisions of this Section shall not restrict the owner, owner's agent, or other responsible person lawful access to structures or premises for the purpose of inspecting, maintaining, repairing, or altering the structure or premises as necessary to comply with the provisions of this Chapter.
- E. **Confidentiality of complaints.** In the event that the City receives a complaint regarding the maintenance of a structure or premises, the City may request contact information of the complainant. However, the City shall endeavor to keep the identity of all complainants confidential unless a complainant desires their name to be revealed. The City shall reveal a complainant's identity if so ordered by a court or required by law and/or as required in Chapter 3 of Title 3: Public Records of the City of Onalaska Code of Ordinances.
- F. **Inspections resulting from anonymous complaints.** Anonymous complaints shall not cause the City to inspect the interior of a structure unless there is reason to believe there is immediate and grave danger to the occupants of the structure or to the occupants of structures on adjacent properties.

126.01.17 Penalties for Violation of This Chapter and Failure to Maintain Property

- A. **Penalties.** If any responsible person, as defined herein, fails to comply with any provision of this Chapter a citation will be issued to the responsible person for the violation. The violation shall be referred to the City Attorney who shall expeditiously prosecute all such violators. A violator shall, upon conviction, **forfeit pay** to the City a penalty of not less than Fifty Dollars (\$50.00) nor more than One Thousand Dollars (\$1,000.00) per offense, together with the taxable costs of such action plus reasonable attorney's fees. Each day of continued violation shall constitute a separate offense. Every violation of this Chapter is a public nuisance and the creation may be enjoined, and the maintenance may be abated by action at suit of the City, the State of Wisconsin, or any citizen thereof. Any subsequent and similar violations of this Chapter within a twenty-six (26) month period shall be considered a continued offense and as such may cause the usual penalty to double for each subsequent and continued offense up to the maximum allowed by this Section.
- B. **Responsible person's liability to City for costs of correction of violation.**
 - 1. **Notification of failure to maintain property.** An authorized agent of the City shall serve written correction orders upon the owner, the owner's agent, or other responsible person, by certified mail or by delivering the order to them personally. In the event that the owner, their agent, or other responsible person cannot be found, an authorized agent of the City shall do one (1) or more of the following:
 - a. Deliver and describe the written correction order to a person of suitable age and discretion at the owner's or owner's agent's regular place of abode; and/or
 - b. Post the written correction in a conspicuous place on the structure or property affected by the order.
 - 2. **Collection of costs incurred by the City.** If any owner, owner's agent, or other responsible person fails to comply with this Chapter; and after written notice given by an authorized agent of the City as described in the foregoing subsection, has not complied with the correction orders within the time specified in the written notice, the City may cause such maintenance to be performed. The City Treasurer or other authorized agent shall certify to the County Treasurer of La Crosse County, a statement of the cost incurred by the City to correct the deficiencies. Costs will include all expenses

incurred associated with bringing the property into compliance with this Chapter, including but not limited to administrative and clerical costs, notification and publication fees, equipment charges, tipping fees, contractor fees, and other related expenses. The cost thereof shall be a lien upon such real estate and shall be a personal liability of the owner of said real estate, collectable as any other money judgment. Such amount, together with interest, shall be entered as a special assessment against such lot or parcel of land and may be collected in the same manner as real estate taxes.

- C. **Enforcement of other ordinances and codes.** The provisions in this Chapter are intended to be coordinated with the enforcement of other City ordinances and codes including the adopted Building Code.

126.01.18 Procedures for Razing and Vacating Structures

- A. Structures may be raised pursuant to Sec. 66.0413, Wis. Stats. and the provisions set forth in the City of Onalaska Building Code.

Division 2 Maintenance of Exterior Landscaping

126.01.21 Clean, Safe, Sanitary and Attractive

- A. All exterior property areas shall be maintained in a clean, safe and sanitary condition, free from any accumulation of rubbish, brush, clothing, garbage, recyclables or other refuse.

126.01.22 Vegetation and Landscaping

- A. Vegetation and landscaping shall present an attractive appearance in accordance with generally accepted landscaping practices and as follows:
1. Exposed soils, except exposed soil that is associated with a garden or cultivated farmland, shall be vegetated, landscaped, or paved consistent with this Chapter to prevent soil erosion.
 2. The Common Council finds that lawns, grasses and noxious weeds on lots or parcels of land which exceed eight (8) inches in length adversely affect the public health and safety of the public in that they tend to emit pollen and other discomfiting bits of plants, constitute a fire hazard and safety hazard in that debris can be hidden in the grass, interferes with the public convenience, and adversely affects property values of other land within the City. For that reason, any lawn, grass or weed on a lot or other parcel of land which exceeds eight (8) inches in length is hereby declared to be a public nuisance, except for property located in a designated floodplain area, wetland area, or where the parcel of land is located within a subdivision where more than seventy percent (70%) of the parcels are unbuild/vacant, or where natural landscaping as described below has been appropriately utilized. Native grasses and forbs that are part of a managed natural landscape are exempt from the height requirement of this provision.
 3. Natural landscapes shall be permitted in all zoning districts. However, unmanaged vegetation that constitutes a nuisance or hazard shall be prohibited. The Building Inspector/ Zoning Administrator or other authorized agent shall determine whether an existing landscape is a natural landscape or unmanaged vegetation that constitutes a nuisance or hazard. Natural landscapes include existing wooded areas, wetlands, prairies, and similar areas that are generally characterized by a diversity of species native to the area. Natural landscapes also include restored and managed plant communities and wildlife habitats that are comprised primarily of native ferns, grasses, forbs, aquatic plants, trees and shrubs. Where a natural landscape abuts a property or right-of-way that does not have a natural landscape, the property owner with the natural landscape shall provide an adequate grass lawn buffer or other acceptable buffer between the natural landscape and the adjacent property or right-of-way so as to prevent the natural landscape from being a nuisance or hazard or encroachment. Wherein the City is an adjoining property owner, the Public Works Director or other authorized agent shall act as a signatory to the waiver, so long as the vision triangle, public safety, and visibility of public infrastructure are not impacted.
 4. When in the opinion of the Fire Chief or their designee, the presence of a natural lawn may constitute a fire or safety hazard due to weather and/or other conditions, the Fire Chief or their designee may order the cutting of natural lawns to a safe condition by written order. A property owner shall be required to cut the natural lawn within three (3) days upon receiving direction from the Fire Chief or their designee.
 5. Natural lawns shall not be removed through the process of burning unless approval is received from the Fire Chief or their designee and a written permit to burn is issued by the Fire Chief or their designee. The Fire Chief shall establish a written list of requirements for considering each request to burn natural lawns, thereby insuring the public safety. In addition, the property owner requesting permission to burn the natural lawn shall produce evidence of property damage and liability insurance

identifying the City as a party insured. A minimum amount of acceptable insurance shall be Three Hundred Thousand Dollars (\$300,000.00).

6. Vegetation that may impede the proper functioning of a drainage swale shall be removed unless specifically approved in writing by an authorized agent of the City.
7. Vegetation (including gardens) shall be properly and routinely maintained or removed so that it does not present a hazard to structures, persons, or vehicles, impact vision triangles, and visibility/utility of public infrastructure. No person shall maintain, plant, or permit to remain on any private property situated at the intersection of two (2) or more streets/alleys in the City any tree, shrub, or other growth which may obstruct the view or life safety of the operator of any motor vehicle or pedestrian approaching such intersection. No obstructions shall be permitted between the heights of two and a half (2.5) feet and ten (10) feet at an intersection measured ten (10) feet along both streets/alleys and forming a triangle by striking an imaginary line between said points. It is unlawful for any person to plant, cause to grow, allow to grow or maintain any trees, bushes, shrubbery, or vegetation of any kind which is an obstruction to the clear and complete vision of any traffic sign or driveway approach to a street in the City. It shall be the duty of every owner of such tree, bush, shrubbery or vegetation to remove such obstruction.
8. Any trees/bushes/shrubbery located upon any private premises adjacent to a ny public way or public property/areas shall be kept trimmed so not to impede travel. Trees and shrubs shall be kept trimmed so that the lowest branches projecting over the public right-of-way provide a clearance of a minimum of fourteen (14) feet. Clearance from sidewalk to lower branches shall be a minimum of ten (10) feet above the level of a sidewalk.
9. **Brush.** Piles of brush (tree branches, yard waste, etc.) shall not be allowed to accumulate and/or be stored on parcels of residentially-zoned land as said brush becomes habitat for vermin and other associated animals and can become a public nuisance.

126.01.23 Noxious Weeds, Nuisance Weeds and Invasive Species

- A. The species listed herein are not native to Onalaska and have a tendency to prohibit the successful growth of native plant communities. These plants are not naturally occurring in Onalaska and become capable of spreading and developing a significant population that destroys ecologic relationships, habitats, and create an overall loss in plant diversity.
- B. As listed herein, some of these species are prohibited while others are encouraged to be eradicated. In situations where the Building Inspector/Zoning Administrator or other authorized agent determines that a plant is causing or has the potential to cause negative impacts on neighboring properties, said plant(s) shall be properly removed and disposed.
- C. **Noxious Weeds.** Pursuant to Sec. 66.0407, Wis. Stats., a person owning, occupying, or controlling land shall destroy and remove all noxious weeds on said land. View Sec. 66.0407, Wis. Stats., for an updated list of noxious weeds in the State of Wisconsin.
- D. **Nuisance Weeds.** Pursuant to Sec. 23.235, Wis. Stats., it is prohibited to sell, distribute, plant, or cultivate Nuisance Weeds. View Sec. 23.235, Wis. Stats., for an updated list of nuisance weeds in the State of Wisconsin.
- E. **Prohibited & Restricted Invasive Species.** Pursuant to NR 40, Wisconsin Administrative Code, the listed prohibited invasive species of terrestrial plants are currently not found in Wisconsin with the exception of small pioneer stands and are prohibited. They shall be eradicated from properties and may not be transported, possessed, transferred (including sale), or introduced. Pursuant to NR 40, Wisconsin Administrative Code, the listed restrictive invasive species of terrestrial plants are already established in the state and are restricted. They may not be transported, transferred (including sale), or introduced. If they are already on your property, you are encouraged, but not required to remove them. View NR 40, Wisconsin Administrative Code, for an updated list of prohibited invasive species and restrictive invasive species in the State of Wisconsin.

Division 3 Maintenance of Exterior Uses Aand Storage

126.01.31 Composting

- A. Composting shall be allowed in all residential zoning districts subject to the following conditions:
 1. Composting shall be conducted within an enclosed container (or containers) not to exceed a sum total of one hundred fifty (150) cubic feet per parcel. A compost container shall be made of durable material such as wood, block, plastic, or sturdy metal fencing and shall have been constructed exclusively for composting.
 2. Compost containers shall not present an aesthetic, health, or odiferous nuisance to neighboring properties.

3. Compost containers are prohibited in any front or side yard. Compost containers shall not be located in any drainage swale. Further, compost containers shall be located a minimum of three (3) feet from parcel lines, five (5) feet from an alley right-of-way; ten (10) feet from a principal structure; and three (3) feet from another neighboring accessory structure.
4. Only kitchen wastes or other products labeled "compostable" that break down in compost containers and yard waste (free of logs, large branches, and diseased plants) may be placed in compost containers.
5. Meat, bones, fat, oil, dairy products and other kitchen wastes that do not break down in compost containers, as well as plastic synthetic fibers, and human or pet waste shall not be placed in compost containers.
6. Compost shall be maintained within the container to keep the material aerated, minimize odor, reduce potential rodent harborage, and promote effective decomposition of the material.

126.01.32 Harborage of Pests

- A. All premises shall be kept free from non-domesticated rodents, vermin, insect infestation, rock doves (feral pigeons), starlings, skunks and other pests as determined by the Building Inspector/Zoning Administrator or other authorized agent of the City. Where such pests are found, they shall be promptly exterminated or removed in a lawful manner that will not be injurious to human health. After extermination, proper precautions shall be taken to control harborage of pests and to prevent reinfestation. Bats shall be removed from a structure as determined by Animal Control in consultation with the Building Inspector/Zoning Administrator when they cause a health or structural issues to a residence. Eradication methods of bats shall be consistent with WDNR rules.

126.01.33 Animals, Animal Enclosures and Feces

- A. All animal pens, runs, exercise areas, fenced areas, structures, and enclosures shall comply with the provisions of this Chapter and shall be kept clean, sanitary, and free from odor, feces, insects, and other unsightly or objectionable matters, which constitute a public nuisance or are otherwise detrimental to public health, safety, or welfare.
- B. The owner or person in charge of any dog or other animal shall not permit solid fecal matter of such animal to deposit on any street, alley or other public or private property, unless such matter is immediately removed therefrom by said owner or person in charge. This Section shall not apply to a person who is visually or physically handicapped.
- C. Domestic animal feces shall be removed regularly and disposed of properly so not to attract insects or rodents, become unsightly or cause objectionable odors. Property owners are required to prevent the overall accumulation of domestic animal feces on private property.

126.01.34 Fences

- A. All fences shall be maintained in good repair, not lean, be structurally sound and plumb. Fences shall be free of rust, corrosion, deterioration, decay, missing parts, peeling, flaking, and chipped paint. Wood surfaces, other than decay-resistant wood, must be protected from the elements and decay by paint or other protective covering or treatment. The finished side or decorative side of a fence shall face the adjoining property.

126.01.35 Miscellaneous Outdoor Storage

- A. All furniture, furnishings, appliances, household goods (except those items designed and intended for outdoor use), clothing, vehicle parts, tools, equipment, and similar items shall be stored within a completely enclosed structure or properly and promptly disposed of. -Furniture may be placed for use on a covered porch, so long as said furniture is protected from the elements and kept in good repair. Further, in particular, the following may not be stored outdoors:
 1. **Outdoor Storage.** No person shall store junked or discarded property including automobiles, automobile parts, trucks, tractors, refrigerators, furnaces, washing machines, stoves, machinery or machinery parts, wood, bricks, cement blocks, implements and/or equipment or other unsightly debris which substantially depreciates property values in the neighborhood. -The applicable provisions of Sec. 175.25, Wis. Stats. entitled "Storage of junked automobiles," including any revisions or amendments thereto, are hereby adopted by reference. A motor vehicle shall include but not be limited to, an automobile, truck, recreational vehicle, motor home, bus and trailer that can be licensed. The term "junked automobile" shall mean any automobile or motor vehicle which is incapable of operation or use upon a highway including failure to register the vehicle or which has been dismantled for parts or scrap.
 2. **Tires.** No person shall store tires outside where they may collect rain and harbor a breeding place for the mosquito species that carries La Crosse Encephalitis, a serious viral disease.

3. **Building waste/Construction materials.** All waste resulting from remodeling, construction or removal of a building, roadway or sidewalk shall be disposed of by the owner, builder or contractor and is not permitted to be stored outdoors.
4. **Ice box, freezer, or similar items.** No person shall leave or permit to remain outside of any dwelling, building, or other structure, or within any unoccupied or abandoned building, dwelling or other structure under their control in a place accessible to children any abandoned, unattended or discarded ice box, refrigerator, freezer or other containers which has an airtight door or lid having a capacity of one and one half (1 ½) cubic feet or more, without first removing the door and/or chaining the door with a padlock.

126.01.36 Graffiti

- A. No person may write, paint, or draw any inscription, figure, or mark of any type of any public building, structure or property or other real or personal property owned by another person, business or entity unless the express permission of the owner or proper authority has been obtained. The existence of graffiti on any real property within the City is expressly declared a public nuisance affecting the public health, safety and welfare.
 1. **Definition.** When used in this Section, the term "graffiti" shall mean marks, symbols, signs, letters, names, phrases, writings, drawings or sentences which are inscribed or placed on real property without the consent of the owner or occupant that are not otherwise permitted by law.
 - a. Every owner of a structure or real property defaced by graffiti shall report the defacing to the City of Onalaska Police Department upon discovery. The owner shall also comply with the terms of a written notice to abate served on the property owner by the Police Department order the removal or covering of such graffiti. The notice to abate shall be served personally or by certified mail. If a property owner fails to comply with the notice to abate within seventy-two (72) hours, the City shall have the graffiti covered or removed and all costs, fees, and expenses shall be entered into the tax roll as a special charge, pursuant to Sec. 66.0627, Wis. Stats., against the parcel of land on which the property is defaced by the graffiti is located. Extensions to the seventy-two (72) hour correction period may be granted by the Chief of Police or their designee.
- B. Therefore, it is the responsibility of the owner, owner's agent, occupant, or other responsible person of the property to which the graffiti has been applied, to at all times, keep the property clear of graffiti.

126.01.37 Firewood Storage

- A. Firewood storage associated with permitted outdoor sales shall be consistent with the outdoor sales provisions of the appropriate zoning district. All other stored firewood shall be used on premises and shall be stored pursuant to the following conditions:
 1. No person shall store firewood in the front yard on residentially zoned property, except that firewood may be temporarily stored in the front yard for a period of thirty (30) days from the date of delivery.
 2. Firewood should be neatly stacked and may not be stacked closer than two (2) feet to any lot line and not higher than eight (8) feet from grade, except adjacent to a fence where firewood can be stacked as high as the fence. Fences as used in this Section shall not include hedges or other vegetation.
 3. All brush, debris, and refuse from processing of firewood shall be promptly and properly disposed of and shall not be allowed to remain on the premises.
 4. Woodpiles that contain diseased wood that is capable of transmitting disease to healthy trees and woodpiles that harbor or are infested or inhabited by rats or other vermin are public nuisances and may be abated pursuant to the provisions of this Chapter.
 5. Any tarp or similar material used to cover a firewood stack shall be made of durable and wind/water-resistant materials, shall be properly tied or anchored down, and shall be repaired or replaced when necessary.

126.01.38 Dumping and Littering

- A. Dumping of any garbage, rubbish, furniture or furnishings, brush, junk, stone, construction materials, appliances, grease, solvents, petroleum products, vehicles and vehicle parts, in any place in any manner is prohibited in all zoning districts unless such dumping is within an approved landfill or recycling center. No person shall throw any glass, refuse or waste, filth or other litter upon the streets, alleys, highways, public parks or other property of the City, or upon property within the City owned by the Onalaska School District or any private person, or upon the surface of any body of water within the City. Further, all waste/refuse containers and their storage areas shall be maintained in a nuisance and odor-free condition and so as to prevent the scattering of contents by weather conditions or animals. Litter shall not be allowed to accumulate.
 1. No person shall throw any glass, refuse or waste, filth or other litter upon the streets, alleys, highways, public parks or other property of the City or upon property within the City owned by the Onalaska School District, or upon the surface of any body of water within the City.

2. **Litter from Conduct of Commercial Enterprise.**

- a. **Scope.** The provisions of this [eSection](#) shall apply to all sales, promotions and other commercial ventures that result in litter being deposited on any street, alley or other public way.
 - b. **Litter to be cleaned up.** Any person, firm, corporation or association carrying on an enterprise that results in litter being deposited on any street, alley or other public way shall clean up the same within twelve (12) hours of the time the same is deposited. If any such litter is subject to being blown about, it shall be picked up immediately. If any such litter is likely to attract animals or vermin, such litter shall be picked up immediately.
 - c. **Litter picked up at litterer's expense.** If any person, firm, corporation or association fails to pick up any litter as required above within the time specified, the City shall arrange to have the same picked up by City crews or by private enterprise. Applicable bidding procedures shall be used for any arrangement for the use of private enterprise to pick up such litter. The entire expense of picking up such litter, together with an additional charge of twenty percent (20%) for administrative expenses, shall be charged to the person, firm, corporation or association that did the littering. If such sum is not promptly paid, steps shall be taken, with the advice of the City Attorney's office, to collect the same. This charge shall be in addition to any [forfeiture fine](#) or other penalty for violation of this [eSection](#).
3. **Handbills.**
- a. **Scattering Prohibited.** It shall be unlawful to deliver any handbills or advertising material to any premises in the City except by being handed to the recipient, placed on the porch, stoop or entrance way of the building or firmly affixed to a building so as to prevent any such articles from being blown about, becoming scattered or in any way causing litter.
 - b. **Papers in Public Places Prohibited.** It shall be unlawful to leave any handbills, advertising material or newspapers unattended in any street, alley, public building or other public place, provided that this shall not prohibit the sale of newspapers in vending machines.

12.01.39 Garage Sales

- A. **Garage Sales.** [All general sales open to the public, conducted from or on a residential premise, for the purpose of disposing of personal property, including but not limited to all sales entitled rummage, estate, lawn, yard, porch, room, backyard, patio or garage sale.](#)
- B. **Hours and Frequency.** [Garage sales shall not be conducted after dusk or before dawn. No sale shall last longer than four \(4\) consecutive days. No property shall hold more than three \(3\) garage sales in any calendar year.](#)
- C. **Ownership of Merchandise.** [All goods offered for sale shall be household goods or personal possessions from the residence where the sale is being held or, in the case of a group sale, from the residences of the participating households. In no case shall any sales become outlets for wholesale or retail commercial sales.](#)
- D. **Placement of Merchandise/Sale.** [No garage sale may be conducted in such manner so as to obstruct any sidewalk, street, fire hydrant, traffic sign or safe view of intersection. A residence conducting a sale shall ensure that neighboring property be free of trespass.](#)
- E. **Authority of Inspection Officials.** [A law enforcement officer or any other official designated by any City ordinance to make inspections shall have the right of entry to any outdoor yard premises showing evidence of a garage sale for the purpose of enforcement or inspection and may close the premises from such a sale or issue a citation to any individual who violates the provisions of this Chapter.](#)

Division 4 Maintenance of Vehicles

126.01.41 Vehicles

- A. Parking and storage of vehicles in all residential zoning districts.
1. **Parking and storage of registered, licensed, and operable vehicles.** Vehicles shall be kept fully operational, licensed and used on a regular basis. Oil and other vehicle fluids shall not be permitted to spill onto the ground, which may create an aesthetic nuisance and/or migrate into the City's right-of-way or utility systems. In all districts, parking and/or storage of registered, licensed and operable vehicles, including automobiles, vehicles and trailers used for recreational purposes over twenty-five (25) feet in length (not including trailer tongue) and commercial vehicles under twenty-five (25) feet in length, shall be consistent with the following:
 - a. All vehicles shall be appropriately parked on an approved hard surface (including, but not limited to: gravel, asphalt, concrete or similar surface), or stored in an enclosed structure, or on a driveway.

- b. No person shall park or store, or permit any other person to park or store, a vehicle on lawn/grassed surface.
- 2. **Parking of vehicles and trailers.** Vehicles and trailers under twenty-five (25) feet in length (not including trailer tongue) not required by the State of Wisconsin to be licensed or registered, including cargo trailers, travel trailers, boats, and other such items, as well as registered and licensed vehicles and trailers used for recreational purposes, including snowmobiles and all-terrain vehicles, shall not be parked on front yards (excluding corner properties) unless parked on a driveway or [an approved hard surface parking area described pursuant to the provisions of the Unified Development Ordinance](#). Such vehicles if parked in the driveway shall not extend over a public sidewalk and/or City Right-of-Way. Such vehicles/trailers may be parked in rear and side yards [on grassed areas](#).
- 3. **Recreational Vehicles.** ~~In addition to the other regulations of this section, a~~ All recreational vehicles stored on a property shall be owned by the resident on whose property the unit is parked for storage. ~~No part of the unit may extend over the public sidewalk or public right-of-way. Parking is permitted only for storage purposes. Recreational vehicles shall not be:~~
 - a. ~~Used for dwelling purposes, except for overnight sleeping for a maximum of fourteen (14) days in any one (1) calendar year. Cooking is not permitted at any time.~~
 - b. ~~Permanently connected to sewer lines, water lines or electricity. The recreational vehicle may be connected to electricity temporarily for charging batteries and other purposes.~~
 - 3-c ~~Used for storage of goods, materials and equipment other than those items considered to be part of the unit or essential for its immediate use.~~
- 4. **Vehicles or trailer used for storage of goods.** No vehicle, trailer, or similar device shall be used for the storage of goods, materials or equipment other than those items considered to be part of the unit or essential for its immediate use.
- 5. **Parking or storage of unregistered, unlicensed, or inoperable vehicles on private property.** Any unregistered, unlicensed, or inoperable vehicles (including automobiles and vehicles and trailers used for recreational purposes) shall not be stored for more than ten (10) days on private property on an approved hard surface, unless stored within an enclosed structure. [Owners of vehicles may make minor repairs to their own registered vehicles within the stated ten \(10\) day period and not on vehicles owned by individuals that do not reside on the subject property.](#)
- 6. **Parking or storage of unregistered, unlicensed, or inoperable vehicles on public property.** Except as permitted on State of Wisconsin property, no person shall park a ny unregistered, unlicensed, or inoperable vehicle upon any public street, alley, highway, or public property.
- 7. **Abandoned vehicles.** A vehicle is considered abandoned if the vehicle is parked and left unattended in the same place for forty-eight (48) consecutive hours without the permission of the owner of the premises and is in public view. The City of Onalaska Police Department shall be responsible for the removal and disposition of vehicles abandoned on public premises. Vehicles abandoned on public property shall be disposed of per Sec.342.40, Wis. Stats. For private properties, the Onalaska Police Department's involvement is limited to issuing appropriate parking tickets and it is the responsibility of the property owner to appropriately remove and dispose of vehicles abandoned on private property. Any person who abandons a vehicle on public or private premises may be punished by imposition of [forfeiture fines](#) as detailed in this Chapter.
- 8. **Responsibility for parking violations on premises.** The registered owner of a vehicle shall be responsible for any violations of the parking provisions of this Chapter. If a vehicle has been abandoned or the owner of the vehicle is unknown, then the owner of the property on which the vehicle is located shall be responsible for any violation of the parking provisions of this Chapter.

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126.01.42 Propane Fuel Tanks

- A. Fuel tanks shall not be stored in any front or side yard.

Division 5 Maintenance of Public Right of Ways

126.01.51 Rubbish in Public Rights-of-Way

- A. To protect the City's storm water system, pedestrian safety, and vehicular traffic in public rights-of-way, dirt, mud, rocks, leaves, grass clippings, and/or rubbish/refuse of any kind may not be dropped, deposited, or directed towards the public right-of-way. Dirt, mud, rocks, leaves, grass clippings, and/or other rubbish/refuse unintentionally directed towards the public right-of-way shall be removed and properly disposed of.
- B. Removal of debris and dirt from sidewalks, streets and public grounds.
 - 1. No abutting property owner shall, upon any sidewalk, street, alley or public ground, so maintain their land or any building situated thereon so that, by erosion, by travel or by act of the responsible person, parts of the soil or other substance shall be deposited upon the abutting sidewalk, street, alley or any

public ground, and if such deposit by erosion or otherwise shall take place, the sidewalk, street, alley or public ground shall be cleaned and made passable by such abutting owner within twenty-four (24) hours after receiving notice thereof.

2. No abutting property owner shall maintain their adjacent land within three (3) feet of any sidewalk, street, alley or public ground so that by erosion, debris, or other substances creates a public nuisance or that the maintenance of the adjoining lands shall be such that over time said conditions will cause destruction and disrepair of the sidewalk, street, alley or public grounds. That within the twenty-four (24) hours after receiving notice thereof, said property owner shall remedy any public nuisance or conditions which may cause destruction and disrepair of sidewalks, streets, alleys or public grounds.

126.01.52 Snow/Ice Removal and Storage

- A. **Removal from Sidewalks.** The owner, occupant or person in charge of any parcel or lot which fronts upon or abuts any sidewalk shall keep said sidewalk clear of all snow and ice. In the event of snow accumulating on said sidewalk due to natural means and/or by any other means, said sidewalks shall be cleared of all accumulated snow and/or ice within twenty-four (24) hours from the time the snow ceases to accumulate on said sidewalk. Sidewalks are to be kept clear of snow and ice to the width of the sidewalk. In the event that ice has formed on any sidewalk in such a manner that it cannot be removed, the owner, occupant or person in charge of the parcel or lot which fronts upon or adjoins said sidewalk shall keep the sidewalk sprinkled with material to accelerate melting or prevent slipping. In case snow shall continue to fall for some time, then it shall be removed immediately after it shall cease to fall. If snow should begin to fall again within the initial twenty-four (24) hours, the twenty-four (24) hour time shall be reset to when the snow ceases to fall the following time. The owner, agent, occupant or person in charge of a corner lot shall also clear, sand or salt, as set forth herein, to the curb that portion of the sidewalk commonly referred to as the corner crosswalk. A corner lot is defined as a lot abutting upon two (2) or more streets.
- B. **Public Works Department to Remove.**
 1. In any case where any sidewalk in front of or adjoining any lot or parcel of land shall remain covered in any part with snow or ice after twenty-four (24) hours when it ceased to fall, the Public Works Department, may grant a courtesy notice to the owner, agent or occupant to remove said snow. It shall be the duty of the Public Works Department, to thereafter cause such snow or ice to be so removed from the full width of such sidewalk. The costs incurred by the City for the removal of snow and/or ice shall be fully accounted and charged to the parcel of land adjoining said sidewalk. If the costs and expenses remain unpaid, the City Treasurer shall enter those charges onto the tax roll as a special charge and shall be collected as other taxes upon real estate are collected.
 2. The charge for said service shall be lineal foot of frontage cleared with costs outline in the City Fee Schedule including an administrative fee.
- C. **Snow and Ice Not to Encroach.** No person shall push, shove, plow, throw or in any way deposit any snow or ice onto any public streets, alley, sidewalk, or public lands dedicated to public use except for parcels or lots where existing buildings are constructed within five (5) feet of the street right-of-way and the sidewalks exists from the City right-of-way to the curb line. In such instances, the owners, occupants and/or employees of parcels or lots shall be permitted to deposit snow and ice from their sidewalks only onto the public streets. Snow from public sidewalks shall not be stored in any manner which will obstruct or limit vehicular or pedestrian vision, movement or access. The deposit of any snow or ice upon any sidewalk, alley or public street of the City, contrary to the provisions of this Section, is a nuisance; and the City may summarily remove any snow or ice so deposited and cause the cost of said removal to be charged to the owner of the property from which said snow or ice had been removed.
- D. **Enforcement.** The Public Works Department officers are hereby authorized and directed to enforce the provisions of this Section.
- E. **Continued Violations.** Each twenty-four (24) hour period where a violation occurs shall constitute a separate offense under this Section for enforcement purposes. Repeated violations or subsequent additional accumulations of snow and/or ice shall not nullify any pending notice issued under this Section.
- F. **Penalty.** In addition to the provisions set forth in this Section, any person, firm or corporation which violates the provisions of this Section shall be subject to a penalty as provided in Title 1 and per Sec. 66.60(16) and 66.615(3)(f) and (5), Wis. Stats.

126.01.53 Obstructions/Encroachments into the Right of Way

- A. No person shall encroach upon or cause an encroachment/obstruction of any street, alley, sidewalk, or public grounds.

Division 6 Maintenance of Manufactured and Mobile Homes

126.01.61 Maintenance Standards for Manufactured and Mobile Homes

1. Wrecked, damaged or dilapidated manufactured and mobile homes shall not be kept or stored in any manufactured or mobile home district or upon any premises in the City. The Planning and Inspection Departments shall determine if a mobile home is damaged or dilapidated to a point which makes it unfit for human occupancy. Such manufactured or mobile homes are hereby declared to be a public nuisance. Whenever the Planning and Inspection Departments so determines, it shall notify the licensee or landowner and owner of the manufactured or mobile home in writing that such public nuisance exists within the district or on lands owned by them giving the findings upon which its determination is based and shall order such home removed from the district or site or repaired to a safe, sanitary and wholesome condition of occupancy within a reasonable time, but not less than thirty (30) days.
2. The Planning, Inspection, and Fire Departments or other applicable City staff are authorized to inspect manufactured or mobile home a minimum of one (1) time in every twelve (12) month period to determine the health, safety and welfare of the occupants of the district and inhabitants of the City for compliance with the City Code and State Statutes.
3. All manufactured or mobile homes shall be skirted unless the unit is placed within one (1) foot vertically of the stand with soil or other material completely closing such space from view and entry by rodents and vermin. Areas enclosed by such skirting shall be maintained free of rodents and fire hazards.
4. Storage under manufactured or mobile homes is prohibited.

Chapter 02 Public Nuisances

Division 1 Nuisances

126.02.11 Public Nuisances Prohibited

- A. No person shall erect, contrive, cause, continue, maintain or permit to exist any public nuisance within the City of Onalaska.

126.02.12 Public Nuisances Defined

- A. A public nuisance is a thing, act, occupation, condition or use of property which shall continue for such length of time as to:
 1. Substantially annoy, injure or endanger the comfort, health, repose or safety of the public;
 2. In any way render the public insecure in life or in the use of property;
 3. Greatly offend the public morals or decency;
 4. Unlawfully and substantially interfere with, obstruct or tend to obstruct or render dangerous for passage any street, alley, highway, navigable body of water or other public way or the use of public property.

126.02.13 Public Nuisances Affecting Health

- A. **Definitions.** For purposes of this Section:
 1. **Human Health Hazard.** A substance, activity or condition that is known to have the potential to cause acute or chronic illness, to endanger life, to generate or spread infectious diseases, or otherwise injuriously to affect the health of the public, pursuant to Sec. 254.01(2), Wis. Stats.
 2. **Immediate Health Hazard.** A health hazard that exists, or has the potential to exist, which should, in the opinion of the La Crosse County Health Officer, be abated or corrected immediately, or at least within a twenty-four (24) hour period, to prevent possibly injury or damage to human health or the environment.
 3. **Pollution.** The contaminating or rendering unclean or impure the air, land or waters in the City, or making the same injurious to public health, harmful or commercial or recreational use or deleterious to fish, animal or plant life.
 4. **Toxic and Hazardous Materials.** Any chemical or biological material that is stored, deposited, used or disposed of in such quantity or manner that it is or has the potential to create a health hazard.
- B. **Public Health Nuisances.** The following acts, omissions, places, conditions and things are hereby specifically declared to be public health nuisances, but such enumeration shall not be constructed to exclude other nuisances coming from within the definitions set forth above:
 1. **Adulterated Food.** All decayed, harmfully adulterated or unwholesome food or drink sold or offered for sale to the public. No person shall take or permit to remain any dog, cat or other live animal on or upon the interior of any premises where food is sold, offered for sale or processed for consumption by the general public.

2. **Air Pollution.** The escape of smoke, soot, cinders, noxious acids, fumes, gases, fly ash or industrial dust within the limits or within one (1) mile therefrom in such quantities as to endanger the health of persons of ordinary sensibilities or to threaten or cause substantial injury to property.
 3. **Animals at Large.** All animals running at large.
 4. **Animal Welfare.** Intentional abuse or prolonged confinement of any domestic or wild animal or fowl such that a decline in the health or well-being of the animal occurs.
 5. **Accumulation of Refuse.** Accumulation of old cans, lumber, firewood, and other refuse or trash.
 6. **Clean Air Act.** The statutory provisions describing and defining regulations with respect to indoor smoking contained in Sec. 101.123, Wis. Stats., known as the Clean Indoor Air Act, exclusive of any provisions therein relating to penalties to be imposed or the punishment for violation of such statutes, are hereby adopted by reference and made part of this sSection as if fully set forth herein. Any act required to be performed or prohibited by Sec. 101.123, Wis. Stats., and incorporated herein by reference is required or prohibited by this sSection. Penalties for violation of this sSection shall be as provided in Section 1-1-7 of this Code of Ordinances.
 7. **Garbage Cans and Recycling Cans.** Garbage cans and recycling bins which are not fly tight.
 8. **Human Health Hazard.** No person shall erect, create, cause, continue, maintain or permit any human health hazard within the City. Any person who shall cause, create or maintain a human health hazard, or who shall, in any way, aid or contribute to the causing, creating or maintenance thereof, shall be guilty of violation of this Section.
 9. **Noxious Odors, Etc.** Any use of property, substances or things within the City or within four (4) miles thereof or causing any foul, offensive, noisome, nauseous, noxious or disagreeable odors, gases, effluvia or stenches extremely repulsive to the physical senses of ordinary persons which annoy, discomfort, injure or inconvenience the health of any appreciable number of persons within the City.
 10. **Stagnant Water.** All stagnant water in which mosquitoes, flies or other insects can multiply.
 11. **Storage of Potentially Polluting Substances.** It shall be unlawful for any person, firm or corporation to store any potentially polluting substances unless such substances are stored in such manner as to securely prevent them from escaping onto the ground surface and/or into any street, sewer, ditch or drainageway, lake or stream within the jurisdiction of the City.
 12. **Street Pollution.** Any use of property which shall cause any nauseous or unwholesome liquid or substance to flow into or upon any street, gutter, alley, sidewalk or public place within the City .
 13. **Unburied Carcasses.** Carcasses of animals, birds or fowl not intended for human consumption or foods which are not buried or otherwise disposed of in a sanitary manner within twenty -four (24) hours after death.
 14. **Water Pollution.** The pollution of any public well or cistern, stream, lake, canal or other body of water by sewage, creamery or industrial wastes or other substances.
- C. **Cleanup of Spilled or Accidentally Discharged Wastes.**
1. **Cleanup Required.** All persons, firms, or corporations delivering, hauling disposing, storing, discharging or otherwise handling potentially polluting substances, solid or liquid, such as, but not limited to, the following: fuel oil, gasoline, solvents, industrial liquids or fluids, milk, grease trap and septic tank wastes, sewage sludge, sanitary sewer wastes, storm sewer catch-basin wastes, oil or petroleum wastes, shall immediately clean up any such spilled material to prevent its becoming a hazard to health or safety or directly or indirectly causing pollution to the lakes and streams under the jurisdiction of the City.
 2. **Notification.** Spills or accidental release of hazardous materials or pollutants at a site or of a quantity or nature that cannot adequately be cleaned up by the responsible party or parties shall be immediately reported to the Police Department so that assistance can be given by the proper agency.
 3. **Financial Liability.** The party or parties responsible for the release, escape or discharge of wastes shall be held financially liable for the cost of any cleanup or attempted cleanup deemed necessary or desirable and undertaken by the City, or its designated agent, in an effort to minimize the pollutional effects of the discharged waste.

126.02.14 Public Nuisances Offending Morals and Decency

- A. The following acts, omissions, places, conditions and things are hereby specifically declared to be public nuisances offending public morals and decency, but such enumeration shall not be construed to exclude other nuisances coming from within the definition of Sec. ~~101~~ 126.01.56:
1. **Disorderly Houses.** All disorderly houses or resorts, houses of ill fame, gambling houses and buildings or structures kept or resorted to for the purpose of prostitution, promiscuous sexual intercourse or gambling unless said device is authorized by State Law.
 2. **Gambling Places and Devices.** All gambling devices and slot machines unless specifically authorized by State Law. Any gambling place defined in Sec. 945.01(4)(a), Wis. Stats. pursuant to the restrictions and abatement process under Sec. 823.20, Wis. Stats.

3. **Unlicensed Sale of Liquor and Beer.** All places where intoxicating liquor or fermented malt beverages are sold, possessed, stored, brewed, bottled, manufactured or rectified without a permit or license as provided for the ordinances of the City.
4. **Illegal Drinking.** Any place or premises resorted to for the purpose of drinking intoxicating liquor or fermented malt beverages in violation of the laws of the State of Wisconsin or ordinances of the City.
5. **Drug and Gang Houses.** Any building, structure or dwelling unit or portion of any building that is used to facilitate the delivery, distribution or manufacture of controlled substance as prohibited by State Statute and as further defined in Sec. 823.113, Wis. Stats., or any building, structure or portion thereof that is used as a meeting place of a criminal gang or that is used to facilitate the activities of a criminal gang in accordance with this chapter is hereby declared a public nuisance and may be proceeded against under this section. The provisions of Sec. 823.113, Wis. Stats., is hereby adopted and by reference made a part of this code as is fully set forth herein. Any act required to be performed or prohibited by any statute incorporated herein by reference is required or prohibited in this Chapter.

126.02.15 Public Nuisances Affecting Peace and Safety

- A. **General Public Nuisances.** The following acts, omissions, places, conditions and things are hereby specifically declared to be public nuisances affecting peace and safety, but such enumeration shall not be construed to exclude other nuisances coming from within the definition of Section 126.01.56:
 1. **Flammable Liquids.** Repeated or continuous violations of the Ordinances of the City or laws of the State relating to the storage of flammable liquids.
 2. **Fireworks.** All use or display of fireworks except as provided by the laws of the State of Wisconsin and Ordinances of the City.
 3. **Noisy Animals or Fowl.** The keeping or harboring of any animal or fowl which, by frequent or habitual howling, yelping, barking, crowing or making of other noises shall greatly annoy or disturb a neighborhood or any considerable number of persons within the City.
 4. **Obstructions of Streets and Excavations.** All obstructions of streets, alleys, sidewalks, crosswalks or bike paths and all excavations in or under the same, except as permitted by the Ordinances of the City or which, although made in accordance with such Ordinances, are kept or maintained for an unreasonable or illegal length of time after the purpose thereof has been accomplished, or which do not conform to the permit. No person shall undertake any activity, resulting in the placement of mud, dirt, clay, sediment or other similar substance upon any street, gutter, alley, sidewalk or bike path within the City, which creates a condition hazardous to others using the street, gutter, alley, sidewalk or bike path.
 5. **Open Excavations.** All open and unguarded pits, wells, excavations or unused basements accessible from any public street, alley or sidewalk.
 6. **Wires over streets.** All wires over streets, alleys or public grounds which are strung less than fifteen (15) feet above the surface thereof.
 7. **Continuous Violation of City Ordinances.** Any place or premises within the City where City Ordinances or state laws relating to public health, safety, peace, morals or welfare are openly, continuously, repeatedly and intentionally violated.
- B. **Dangerous Dogs.**
 1. **Authorization.** This ordinance is enacted pursuant to the general police power, the authorities granted to cities by the Wisconsin State Constitution and set forth under Sec. 66.0101, Wis. Stats., and the express authority under of Sec. 174.12(3), Wis. Stats., as may be amended.
 2. **Purpose and Intent.** The purpose of this Section is to promote the public health, safety and general welfare of the citizens of the City of Onalaska.
 3. **Definitions.** When used in this Section, words have their common meaning and in addition the following words, terms and phrases, and their derivations have the following meaning:
 - a. **Animal Control Officer.** Any person employed, contracted with or appointed by the City who is authorized to investigate and enforce violations relating to animal control or cruelty under the provision of this Section.
 - b. **At Large.** A dog that is not on its owner's property and not leashed.
 - c. **Bite Injury.** Any contact between an animal's mouth and teeth and the skin of a bite victim which causes visible trauma, such as a puncture wound, laceration, or other piercing of the skin.
 - d. **Dangerous Dog.** Any dog that has caused a bite injury and is not a vicious dog.
 - e. **Director.** The Director of Animal Control.
 - f. **Domestic Animal.** An animal of a tamed species that is commonly kept as pets and includes livestock.
 - g. **Enclosure.** A fenced or walled area having a fence or wall height of at least six (6) feet suitable to prevent the entry of young children and suitable to confine a dog.

- h. **Impoundment.** Seizing and confining a dog by any [police-law enforcement](#) officer, animal control officer or any other public officer under the provisions of this Section.
 - i. **Muzzle.** A device construct of strong, soft material of or metal, designed to fasten over the mouth of a dog that prevents the dog from biting any person or other animal and that does not interfere with its respiration.
 - j. **Potentially Dangerous Dog.** Any dog that while at large: (1) behaves in a manner that a reasonable person would believe poses a serious and unjustified imminent threat of serious physical injury or death to a person or domestic animal, or (2) causes injury to a domestic animal.
 - k. **Provocation.** Any action or activity, whether intentional or unintentional which would be reasonably expected to cause a normal dog in similar circumstances to react in a manner similar to that shown by evidence.
 - l. **Owner.** Any person, partnership or corporation having a right of property in an animal, or who keeps or harbors a dog, or who has in their care, or acts as its custodian, or who knowingly permits a dog to remain on any premises occupied by them.
 - m. **Sanitary Condition.** A condition of good order and cleanliness to minimize the possibility of disease transmission.
 - n. **Serious Physical Injury.** Disfigurement, protracted impairment of health, or impairment of the function of any bodily organ.
 - o. **Vicious Dog.** A dog that without provocation or justification bites or attacks a person and causes serious physical injury or death or is declared vicious under this Section.
4. **Declaration of Status.**
- a. An animal control officer or [police-law enforcement](#) officer may find and declare a dog potentially dangerous, dangerous or vicious after the officer has probably cause to believe that the dog falls within the definition of "vicious dog", "dangerous dog" or "potentially dangerous dog". The finding must be based on:
 - i. The written complaint of a person who is willing to testify that the dog has acted in a manner in which causes it to fall within the definition of "vicious dog", "dangerous dog" or "potentially dangerous dog";
 - ii. Dog bite reports filed with the animal control officer or City of Onalaska;
 - iii. Action of the dog witnessed by any animal control officer or law enforcement officer; or
 - iv. Other substantial evidence admissible in court.
 - b. The declaration shall be in writing and shall be served by the City:
 - i. On the owner if known using regular mail to the owner's last known address or by certified mail directed to the owner at the owner's last known address, personally, or if the owner cannot be located by publication of a Class 1 notice and posting a notice on the property of the owner.
 - c. The declaration shall contain the following information:
 - i. The name and address of the owner of the dog if known and if not known that fact;
 - ii. A description of the dog;
 - iii. Whereabouts of the dog;
 - iv. Facts upon which the declaration is based;
 - v. Restrictions placed upon the dog and when the owner is not known the intended disposition of the dog;
 - vi. Penalties for violation of the restrictions, including possibility of destruction of the dog and any fine or imprisonment of owner; and
 - vii. Availability of a hearing to contest the declaration by submitting a written request to the Common Council within fifteen (15) days of receipt of the declaration or if notice is given by publication or posting within fifteen days of the earlier of the date the notice appears in the newspaper or the property is posted.
 - d. A dog may be declared dangerous under this [s](#)Section if the dog has within a twelve (12) month period attacked and killed a domestic animal on more than one occasion. For purposes of this [s](#)Subsection only, a domestic animal does not include any feral animal or does not apply where the attack was upon a domestic animal that was at large or upon a domestic animal that was tormenting or attacking the dog.
 - e. Dogs shall not be declared dangerous, potentially dangerous or vicious if the threat, injury, or damage was sustained by a person who, at the time, was committing a willful trespass or other tor upon the premises occupied by the owner of the dog, or was tormenting, abusing, provoking or assaulting the dog or has, in the past, been observed or reported to have tormented, abused, provoked or assaulted the dog or was committing or attempting to commit a crime.
 - f. **Notice.** When notice is given by regular mail to the owner's last known address, notice is effective on the third day after the notice was placed in the mail, postage prepaid, to the owner's last known address. When notice is given by certified mail, notice is effective when received;

provided however, if certified mail delivery has been refused, notice is effective by publication or posting and whenever notice is accomplished by publication or posting the notice is effective and deemed received on the earlier of the day the property is posted or the newspaper is published.

5. **Potentially Dangerous Dogs.**

- a. **Prohibited.** No person shall maintain a potentially dangerous dog in violation of Title 7 or otherwise in violation of this Section.
- b. No person owning, harboring or having the care or custody of a potentially dangerous dog shall permit the dog to go at large or leave the owner's property unless the dog is securely leashed and muzzled.
- c. **Spaying/Neutering.** All owners of potentially dangerous dogs must spay or neuter the dog and provide proof of sterilization to the City Clerk within fourteen (14) days of the animal control officer declaring the dog potentially dangerous.
- d. In addition to any other penalty for a violation of this Section, a court may revoke the authority of a person to keep a potentially dangerous dog within the city.
- e. The owner of a potentially dangerous dog may apply to the Chief of Police and Director of Animal Control to have the declaration waived after two (2) years upon meeting the following conditions:
 - i. The owner and offending dog has no subsequent violations of this Chapter; and
 - ii. The owner of the dog has complied with all the provisions of this ordinance for a period of two (2) years; and
 - iii. The owner provides proof to the Chief of Police of successful completion of a behavior modification program administered by a Certified Pet Dog Trainer (CPDT), Certified Dog Behavior Consultant (CDBC), or Veterinary Behaviorist, certified through the American College of Veterinary Behaviorists (ACVB) or equivalent training.
 - iv. If the Chief of Police and Director of Animal Control finds sufficient evidence that the dog owner has complied with all conditions in this subsection, the application to rescind the potentially dangerous dog declaration shall be approved.

6. **Dangerous Dogs.**

- a. No person shall maintain a dangerous dog in violation of this Section.
- b. **Keeping of a Dangerous Dog.** Once a dog has been declared dangerous, it shall be kept in a secure enclosure subject to the following requirements:
 - i. **Leash.** No person having charge, custody, control or possession of a dangerous dog shall allow the dog to exit its enclosure unless such dog is securely attached to a leash not more than four (4) feet in length and walked by a person who is both over the age of eighteen (18) and who has the physical ability to restrain the dog at all times. No owner shall keep or permit a dangerous dog to be kept on a chain, rope or other type of leash outside its enclosure unless a person capable of controlling the dog is in physical control of the leash.
 - ii. **Muzzle.** It shall be unlawful for any owner or keeper of a dangerous dog to allow the dog to be outside of its proper enclosure unless it is necessary for the dog to receive veterinary care or exercise. In such cases, the dog shall wear a properly fitted muzzle to prevent it from biting humans or other animals. Such muzzle shall not interfere with the dog's breathing or vision.
 - iii. **Confinement.** Except when leashed and muzzled as provided in this Section, a dangerous dog shall be securely confined in a residence or confined in a locked pen or other secure enclosure that is suitable to prevent the entry of children and is designed to prevent the dog from escaping. The enclosure shall include shelter and protection from the elements and shall provide adequate exercise room, light, and ventilation. The enclosed structure shall be kept in a clean and sanitary condition and shall meet the following requirements:
 1. The structure must have secure sides and a secure top, or all sides must be at least six (6) feet high;
 2. The structure must have a bottom permanently attached to the sides or the sides must be embedded not less than one (1) foot into the ground; and
 3. The structure must be of such material and closed in such a manner that the dog cannot exit the enclosure on its own.
 - v. **Indoor Confinement.** No dangerous dog shall be kept on a porch, patio or in any part of a house or structure that would allow the dog to exit such building on its own volition. In addition, no such dogs shall be kept in a house or structure when the windows or screen doors are the only obstacle preventing the dog from exiting the structure.
 - vi. **Signs.** All owners, keepers or harborers of dangerous dogs shall display in a prominent place on their premise a sign easily readable by the public using the words "Beware of Dog."
 - vii. **Liability Insurance, Surety Bond.** Subject to the City's discretion, the owner of a dangerous dog may be required to present to the City Clerk proof that the owner has procured liability insurance or a surety bond in the amount of not less than One Hundred Thousand Dollars (\$100,000.00) covering any damage or injury that may be caused by such dangerous dog.

The policy shall contain a provision requiring that the City be notified immediately by the agent issuing it if the insurance policy is canceled, terminated or expires. The liability insurance or surety bond shall be obtained prior to the issuing of a permit to keep a dangerous dog. The dog owner shall sign a statement attesting that the owner shall maintain and not voluntarily cancel the liability insurance policy following the determination of the status of dangerous dog unless the owner ceases to own or keep the dog prior to the expiration date of the permit period.

- viii. **Identification Photographs.** All owners, keepers or harborers of dangerous dogs must within ten (10) days of determination by the City provide to the City Clerk's office and Director of Animal Control, each two (2) color photographs of the registered dog clearly showing the color and approximate size of the dog.
 - ix. **Microchip.** All owners, keepers or harborers of dangerous dogs must within ten (10) days of determination of such status microchip the dog and provide the microchip information to the City Clerk and Director of Animal Control.
 - x. **Sale or Transfer of Ownership Prohibited.** No person shall sell, barter or in any other way dispose of a dangerous dog registered with the City to any person within the city unless the recipient person resides permanently in the same household and on the same premises as the owner of such dog, provided that the owner of a dangerous dog may sell or otherwise dispose of a registered dog to persons who do not reside within the eCity. Owner must disclose dog's status as a dangerous dog to anyone to whom the owner transfers custody or care of the dog.
 - xi. **Notification of Escape.** The owner or keeper of a dangerous dog shall notify the Onalaska Police Department and Animal Control immediately if such dog escapes from its enclosure or restraint and is at large. Such immediate notification shall also be required if the dog bites or attacks a person or domestic animal.
 - xii. **Failure to Comply.** It shall be a separate offense to fail to comply with the restrictions in this sSection. Any dog found to be in violation of this Section shall be subject to immediate seizure and impoundment as set forth below. In addition, failure to comply with the requirements and conditions set forth in this Chapter shall result in the revocation of the dog's license providing for the keeping of such dog.
 - xiii. A dangerous dog owner may apply to the Chief of Police and Director of Animal Control to have the declaration waived after three (3) years upon meeting the following conditions:
 1. The Owner and offending dog has no subsequent violations of this Chapter;
 2. The Owner of the dog has complied with all of the provisions of this act for a period of three (3) years; and successful completion of a behavior modification program administered by a Certified Pet Dog Trainer (CPDT), Certified Dog Behavior Consultant (CDBC), or Veterinary Behaviorist, certified through the American College of Veterinary Behaviorists (ACVB) or equivalent training; and
 3. If the Chief of Police and Director of Animal Control finds sufficient evidence that the dog has complied with all conditions in this subsection, and has sufficient evidence that the dog's behavior has changed, the application shall be approved to rescind the dangerous dog declaration.
7. **Vicious Dogs.** It shall be unlawful to keep, possess or harbor a vicious dog within the City limits.
- a. The provisions of this sSection shall not apply to a ~~police-law enforcement~~ dog being used to assist one (1) or more ~~l-Law e-Enforcement~~ officers acting an official capacity.
 - b. The Director of Animal Control, Chief of Police or their designee may seek a Court order to have a dog euthanized that has been declared vicious.
 - c. The Owner of a dog that has been declared to be vicious may appeal that determination to the Common Council within fifteen (15) days of the declaration. If an appeal is timely filed, the order to destroy the animal is suspended pending the final determination of the Common Council except when the Director declares that the public health and safety require the immediate destruction of the animal as in the case of rabies.
 - d. The Owner of a vicious dog shall be liable for and shall pay all costs associated with impoundment, removal or euthanasia of said animal. The Owner shall pay any other associates costs incurred.
8. **Immediate Impoundment.**
- a. A dog suspected of being dangerous or vicious may be immediately impounded when the Director of Animal Control, Chief of Police or the Director's designee determines such immediate impoundment is necessary for the protection of public health or safety.
 - b. If the owner of the dog impounded is not reasonably ascertainable at the time of impoundment, Animal Control in conjunction with the City shall immediately notify the owner by mail sent to the owner's last known address postage prepaid which upon the passage of three (3) days be

- deemed complete or by personal service within five (5) business days after the dog's impoundment.
- c. The notice of impoundment shall inform the owner of the dog that the owner may request, in writing, a hearing to contest the impoundment. Upon receipt of the notice of impoundment either through personal service or by mail (receipt is complete three days after mailing to the last known address of owner postage prepaid), the owner has five (5) business days to request a hearing by serving on the City Clerk a written request for the hearing.
 - d. Upon request by the Owner of the dog for a hearing, a hearing must be held within ten (10) business days after receipt of the request. Notice of the date, time and location of the hearing shall be provided by regular mail to the dog owner requesting the hearing. The impoundment hearing shall determine if the dog poses a risk to public health and safety or if the dog could be released. If the trier of fact determines the dog does not pose a risk to public health and safety, the dog shall be immediately released back to the owner pending further proceedings either administrative or judicial.
 - e. The Owner must pay all of the cost of the impoundment and upon request must post sufficient funds to cover the anticipated costs for continued impoundment. In the alternative, the owner may propose a suitable facility where the dog could be contained and maintained at the sole cost of the Owner and upon approval of the Director the dog may be impounded at that facility under the terms and conditions set by the director. Failure to post funds sufficient to pay for the costs of impoundment constitutes a waiver of any rights the owner may have to a hearing under this Section.
 - f. If the Owner is successful in appealing the decision to impound the dog, the Director must refund to the Owner any costs paid for the impoundment.
9. **Continuation of Dangerous Dog Declaration.** Any dog that has been declared dangerous or vicious by any agency or department of this City, another municipality, county, or state shall be subject to the provisions of this Chapter. The person owning or having custody of any dog designated as potentially dangerous or dangerous by any municipality, county, or state government shall notify the City Clerk's Office and Animal Control of the dog's address and conditions of maintenance within ten (10) days of moving the animal into the City of Onalaska. The restrictions and conditions of maintenance of any dog declared dangerous by this City, another municipality, county, or state shall remain in force while the dog remains in the City. No dog declared a potentially dangerous, dangerous, or vicious dog by any other designation agency or department of another municipality, county, or state based solely on size, breed, mix of breeds, or appearance shall be subject to this Section.
10. **Reckless Dog Owner.**
- a. Any person convicted of:
 - i. a violation of the City of Onalaska Code of Ordinances Title 7, ~~Chapter 4~~; relating to the licensing and regulation of Animals or Title 11 nuisances ordinances three (3) or more times in any twenty-four (24) month period; or
 - ii. a violation of this Division two (2) or more times in any five (5) year period, shall be declared a reckless dog owner.
 - b. The City Attorney's office in consultation with the Police Department and Animal Control office shall issue a notification to the declaration of Reckless Dog Owner to the person with the following:
 - i. Name and address of the person subject to the declaration, and;
 - ii. The description, violation and conviction that led to the declaration, and;
 - iii. The name, description and license number of all dogs subject to the effects of such declaration, and
 - iv. Instructions on appealing the declaration to the Common Council.
 - c. Once declared a reckless dog owner, the person shall now own, keep, possess or harbor a dog for a period of five (5) full years from the date of declaration.
 - d. A person declared to be a reckless dog owner may apply to have the declaration waived after two (2) years upon meeting the following conditions:
 - i. The person has son subsequent violations of this Chapter or Title 7, ~~Chapter 4~~; and
 - ii. The person has complied with all provision of this Chapter for a period of two (2) years; and
 - iii. The person provides proof to the City of a successful completion of a program designed to improve the person's understanding of dog ownership responsibilities and based upon an interview with Animal Control and City appropriate City Officials as determined by the City Administrator establishes that understanding.
 - e. If the City finds sufficient evidence that the person has complied with all conditions in this subsection, the City may rescind the reckless owner declaration subject to conditions that can help to ensure no future violations.

11. **Penalties.** Any person violating this Division, shall upon conviction, forfeit-pay a fine of not less than One Hundred Dollars (\$100.00) nor more than Five Hundred Dollars (\$500.00) or imprisonment in the La Crosse County Jail for up to sixty (60) days or both. For each subsequent violation of this sSection within twenty-four (24) months after committing a previous violation the forfeiture-fine shall be not less than Two Hundred and Fifty Dollars (\$250.00) nor more than Five Hundred Dollars (\$500.00).
12. **Appeals.** Any person aggrieved by a decision under this Section may appeal that decision to Circuit Court in accordance with and pursuant to Wisconsin state laws and Circuit Court rules.

Division 2 Deer and Wildlife Feeding Ban

126.02.21 Feeding of Deer Prohibited

- A. No person may feed deer through the placement of any salt, mineral, grain, fruit, or vegetable material outdoors on any public or private property. The following acts shall constitute deer feeding:
 1. The placement of salt, mineral, grain, fruit, or vegetable material in an aggregate quantity of greater than one-half (1/2) gallon at the height of less than six (6) feet off the ground.
 2. The placement of salt, mineral, grain, fruit, or vegetable material in an aggregate quantity of greater than one-half (1/2) gallon in a drop feeder, automatic feeder, or similar device regardless of the height of the grain, fruit, or vegetable material.
 3. Any other method of placing salt, mineral, grain, fruit, or vegetable material out of doors, or allowing salt, mineral, grain, fruit, or vegetable materials to remain out of doors in a manner that would encourage consumption by deer.
 4. Any feeder placed fifty (50) feet or more from any deeded residence.
- B. **Exceptions.** This Section shall not apply to the following situations:
 1. **Hunting.** The placement of bait for the purpose of hunting deer subject to all other laws, ordinances, rules, and regulations governing hunting and the discharge of hunting weapons.
 2. **Naturally Growing Materials.** Naturally growing grain, fruit, or vegetable material, including gardens.
 3. **Bird Feeders.** Unmodified commercially purchased bird feeders or their equivalent.
 4. **Authorized by the City of Onalaska.** Deer feeding may be authorized on a temporary basis by the Common Council for a specific purpose as determined by the Common Council.

126.02.22 Feeding of Other Wildlife Prohibited

- A. Per Sec. NR 19.60, Wis. Adm. Code, as it may be amended from time to time, is hereby adopted as though fully set forth herein for all other animals except deer which are outlined in Section 126.02.21 above.

126.02.23 Penalty

- A. Any person violating any provision of this Division shall forfeit-pay not less than Twenty-Five Dollars (\$25.00) nor more than Two Hundred Dollars (\$200.00) for each offense, together with prosecution. A separate offense shall be deemed committed on each day or part of each day during which a violation occurs or continues. Any person who defaults in the payment of forfeiture-fines or the costs of prosecution may be imprisoned in the county jail until the forfeiture-fine and costs are paid, but such imprisonment shall not exceed thirty (30) days. This paragraph does not preclude the City from taking any appropriate action to abate, prevent or remedy a violation of any provision of this Section.

Division 3 Chronic Nuisance Premises

126.02.31 Definitions

- A. Definitions shall have the following meaning:
 1. **Chief.** The Chief of Police or their designee.
 2. **Enforcement Action.** Arrest, issuance of a citation or the issuance of a written or verbal warning.
 3. **Nuisance Activity.** Any of the following activities, behaviors or conduct occurring on a premises:
 - a. An Act of Harassment, as defined in Sec.947.013, Wis. Stats.
 - b. Disorderly Conduct, as defined in Sec. 947.01, Wis. Stats.
 - c. Battery, Substantial Battery or Aggravated Battery, as defined in Sec. 940.19, Wis. Stats.
 - d. Lewd and Lascivious Behavior, as defined in Sec. 944.20, Wis. Stats.
 - e. Prostitution, as defined in Sec. 944.30, Wis. Stats.
 - f. Theft, as defined in Sec. 943.20, Wis. Stats.
 - g. Receiving Stolen Property, as defined in Sec. 943.34, Wis. Stats.
 - h. Arson, as defined in Sec. 943.02, Wis. Stats.
 - i. Possession, Manufacture, or Delivery of a Controlled Substance or related offenses, as defined in Ch. 961, ~~of~~ Wis. Stats.

- j. Gambling, as defined in Sec. 945.02, Wis. Stats.
 - k. Violations of regulations related to Animals under ~~Chapter 4 of~~ Title 7 of the City of Onalaska Code of Ordinances.
 - l. Trespassing, as defined in Sec. 943.31, Wis. Stats. and Sec. 943.14, Wis. Stats.
 - m. Violations of City regulations related to Firearms, Explosives and Weapons under Chapter 2 of Title 11 of the City of Onalaska Code of Ordinances.
 - n. Noise violations as defined in Chapter 2 of Title 11 of the City of Onalaska Code of Ordinances.
 - o. Any Conspiracy to Commit, as defined in Sec. 939.31, Wis. Stats., or attempt to commit, as defined in Sec. 939.32, Wis. Stats., any of the activities, behaviors, or conduct enumerated in Subdivision 3.a. through n. above.
 - p. The execution of arrest or search warrants at a particular location.
 - q. Alcohol violations regulated in Chapter 4 of the City of Onalaska Code of Ordinances and Sec. 125.07, Wis. Stats.
 - r. City of Onalaska Inspection/Planning/Zoning-related calls where the Police Department responds.
4. **Owner.** The owner of the premises and their agents.
 5. **Premises.** An individual dwelling unit, an apartment building (all units included as one premises), or an individual business premises and associated common areas.
- B. **Statutory References.** All references to Wisconsin Statutes in this ~~e~~Section are to statutes as may be amended or replaced.
 - C. **Notice of Chronic Nuisance.** Whenever the Chief determines that three (3) or more nuisance activities resulting in enforcement action have occurred at a premise during a twelve (12) month period, the Chief may notify the premises owner in writing of the chronic nuisance. In calculating the requisite nuisance activities, the Chief may count separate qualifying nuisance incidents resulting in enforcement action occurring on the same day (as long as they are distinct in time) or different days, but shall never count nuisance activities that were reported by the owner of the premises. The notice shall contain the street address or legal description sufficient to identify the premises, a description of the nuisance activities that have occurred at the premises, a statement indicating that the cost of future enforcement may be assessed as a special charge against the premises, and a notice as to the appeal rights of the owner. The notice shall be delivered by personal service. If personal service is unsuccessful or impractical, the Chief or their designee shall post a copy of the notice in a conspicuous place on the premises where the nuisance exists and send notice by first class mail to the last-known address of the owner or the agent of the owner.
 - D. **Abatement Plan.** Any owner receiving notice subject to Sec. ~~tion 162.02.31.C.~~ above shall meet with the City Attorney and Chief or their designee, within five (5) days of receipt of such notice. The parties shall review the problems occurring at the property. Within ten (10) days of this meeting, the owner shall submit to the Chief or their designee, an abatement plan to end the nuisance activity on the property. The plan shall also specify a name, address, and telephone number of a person living within sixty (60) miles of the property that can be contacted in the event of further ~~police~~law enforcement, fire or inspection contact.
 - E. **Additional Nuisance Activity.** Whenever the Chief determines that additional nuisance activity has occurred at a premise for which notice has been issued pursuant to Sec. ~~tion 162.02.31.C.~~ above, that this nuisance activity has occurred not less than fifteen (15) days after notice has been issued, and that reasonable efforts have not been made to abate the nuisance activity, the Chief may calculate the cost of police responses and enforcement for this and any subsequent nuisance activities and cause such charges and administrative costs to be assessed and collected as a special charge.
 - F. **Appeal.** Appeal of the determination of the Chief under this Division may be submitted to the Common Council. Ch. 68, Wis. Stats. shall not apply to such an appeal.

Division 4 Abatement of Nuisances

126.02.41 Public Nuisances Prohibited

- A. **Enforcement.** The Chief of Police, the Chief of the Fire Department, the Director of Public Works, Zoning Administrator, County Health Officer, Building Inspector or their enforcement designees shall enforce those provisions of this Chapter that come within the jurisdiction of their offices, and they shall make periodic inspections and inspections upon complaint to insure that such provisions are not violated. No action shall be taken under this Section to abate a nuisance unless the officer shall have inspected or caused to be inspected the premises where the nuisance is alleged to exist and has satisfied himself or herself that a nuisance does in fact exist. Inspection authority and administration for public nuisances shall follow the requirements set forth in Property Maintenance Code Sec. ~~tion 162.01.16.~~
- B. **Summary Abatement.** If the inspecting officer shall determine that a nuisance exists within the City and that there is great and immediate danger to the public health, safety, peace, morals or decency, notice to abate the nuisance may be issued and served by the officer pursuant to Subsection (e) below. The notice shall order abatement of the nuisance within a period of not less than twenty-four (24) hours or greater

than seven calendar days and shall state that unless the nuisance is so abated, the City will cause the same to be abated and will charge the cost thereof to the owner, occupant, or person causing, maintaining or permitting the nuisance; and if notice to abate the nuisance has been given to the owner, such cost shall be assessed against the real estate as a special charge.

- C. **Nonsummary Abatement.** If an officer determines that a public nuisance exists but that the nature of such nuisance is not such as to threaten imminent danger to the public health, safety, peace, morals or decency, notice to abate the nuisance may be issued and served by the officer pursuant Subsection 126.02.41.D. below. If the public nuisance activity involves felony drug type conduct, a notice to abate the nuisance shall be mandatory. The notice shall order abatement of the nuisance within a period of not less than fifteen (15) calendar days and shall state that unless the nuisance is so abated, the City will cause the same to be abated and will charge the cost thereof to the owner, occupant, or person causing, maintaining or permitting the nuisance; and if notice to abate the nuisance has been given to the owner, such cost shall be assessed against the real estate as a special charge.
- D. **Abatement Plan.** If an officer determines that a public nuisance exists but the nature of such nuisance is not such as to threaten imminent danger to the public health, safety, peace, morals or decency, the officer may order the owner, occupant or person causing, maintaining, or permitting the nuisance to appear for a hearing to discuss the abatement of the nuisance. If the public nuisance involves felony drug type conduct, the officer shall order the owner, occupant or person causing, maintaining or permitting the nuisance to appear for a hearing to discuss abatement of the nuisance. The hearing shall include the officer and a representative of the City's Police Department and the City Attorney. Notice of the hearing shall be issued and served pursuant to Subsection 126.02.41.E. below. The parties may formulate an abatement plan which indicates the measures to be taken by the owner, occupant or person causing, maintaining or permitting the nuisance to abate the nuisance, such plan shall be in writing and signed by the parties.
- E. **Notice to Abate.** The officer may attempt personal service on the owner, agent of the owner, occupant or other person causing, maintaining or permitting the nuisances at such person's last known address. If this attempt is unsuccessful the officer shall post or cause to post a copy of the notice in a conspicuous place in or about the building where the nuisance exists and send notice by first class mail to the last-known address of the owner or agent of the owner.
- F. **Remedy from Abatement Order.** Any person affected by an order under Subsections 126.02.41.B. and C. above shall, prior to the abatement date, apply to the circuit court for an order restraining the City from entering on the premises and abating or removing the nuisance, or be forever barred.
- G. **Non-Abatement Prohibited.**
 - 1. **Failure to Comply with Order to Abate.** No person shall fail to comply with a lawful order to abate a public nuisance pursuant to this section. Each day of non-compliance with a lawful order to abate issued pursuant to this section is a separate violation.
 - 2. **Failure to Appear for Hearing.** No person shall fail to comply with an order to appear for an abatement hearing pursuant to Section 126.02.31.D. of this Chapter.
 - 3. **Failure to Observe Abatement Plan.** No person shall fail to comply with the terms of an abatement plan.
- H. **Abatement by Court Action.** If an officer determines that a public nuisance exists, the officer may refer the nuisance to the City Attorney for review. If the City Attorney determines that alternative enforcement methods have failed to abate the nuisance or would be ineffective in doing so, the Common Council may cause an action to abate such nuisance be commenced in the name of the City in the Circuit Court for La Crosse County in accordance with the provisions of the Wisconsin Statutes.
- I. **Other Methods Not Excluded.** Nothing in this Chapter shall be construed as prohibiting the abatement of nuisances by the City or its officials in accordance with the laws of the State of Wisconsin.

126.02.42 Cost of Abatement and Penalties

- A. **Cost of Abatement.** In addition to any other penalty imposed by this Chapter for the erection, contrivance, creation, continuance or maintenance of a public nuisance, the cost of abating a public nuisance by the City shall be collected as a debt from the owner, occupant or person causing, permitting or maintaining the nuisance, such cost shall be assessed against the real estate as a special charge.
- B. **Penalties.** Except as otherwise outlined elsewhere in this chapter, any person, firm or corporation who fails to follow the provisions of this Chapter, shall upon conviction thereof **forfeit pay** as follows:
 - 1. **First Offense.** Not less than One Hundred Dollars (\$100.00) nor more than One Thousand Dollars (\$1,000.00).
 - 2. **Subsequent Offenses.** For each subsequent violation of any provision of this Chapter or any regulation, rule or order made hereunder within twenty-four (24) months after committing a previous violation of this Chapter, the **forfeiture fine** shall be not less than Two Hundred Dollars (\$200.00) nor more than Two Thousand Dollars (\$2,000.00).

Chapter 03 Vacant Building Code

Division 1 Introductory Provisions

126.03.11 Vacant Buildings

- A. This Chapter shall be known as, referred to and cited as the "Vacant Buildings Code", and is hereinafter referred to as the "Vacant Buildings Code" or "Chapter".

126.03.12 Purpose

- A. This Chapter is enacted to facilitate the identification of, inspection of, and property maintenance of vacant buildings for purposes of preserving and promoting the public health, safety, prosperity and general welfare, and to abate and prevent property maintenance issues, public and private nuisances and potential fire hazards.
- B. The Common Council of the City of Onalaska, finds that there are now, and may in the future, be vacant buildings which are dilapidated, unsafe, unhygienic and inadequately maintained so as to create or contribute to blight and so as to jeopardize the health, safety, prosperity and general welfare, and so as to create a public and/or private nuisance.
- C. **Intent.** The purpose of this Code is to establish the measures and requirements reasonably necessary to protect the health, safety and welfare of the public from public nuisances, blight and negative market impact of vacant or abandoned buildings and structures.

126.03.13 Public Records

- A. **Finding.** In addition to the purposes in Section 126.02.12. above, the City finds that vacant buildings are targets for vandalism, arson, squatting, and other illegal activities. The City still further finds that the public disclosure of the identification of any or all vacant buildings would provide to persons with criminal intentions a data source to locate vacant buildings in which to carry out illegal activity. While the City acknowledges the requirements of the Wisconsin Public Records Law embodied in Sec. 9.31-19.39, Wis. Stats., and the strong public policy underpinning those statutes that all persons are entitled to the greatest possible information regarding the affairs of government, the City also recognizes that against that strong public policy, records custodians must balance contrary public policy that would weigh against disclosure of a particular document.
- B. **Policy.** Prior to releasing any records that are received, created, or maintained pursuant to the provisions of this chapter or are received, created, or maintained to accomplish the purpose of this Chapter, the records custodian will consider the intent of the City articulated in this Section.

Division 2 Interpretation

126.03.21 Rules of Interpretation and Definitions

- A. **Rules of Interpretation:**
1. **Tense.** Words used in the present tense shall be interpreted to include the future tense.
 2. **Gender.** Words used stating or implying gender shall be interpreted to include the masculine, feminine and neuter.
 3. **Number.** Words used implying the singular shall be interpreted to include the plural, where appropriate, and vice versa.
 4. **May and Shall.**
 - a. The word "may" is permissive.
 - b. The word "shall" is mandatory and not directory.
 5. **"Used For".** The phrase "used for" shall include the phrases "arranged for", "designed for", "intended for", "maintained for", and "arranged for".
- B. **Definitions:**
1. **Accessory Building/Structure.** A detached building or structure on the same lot, with and of a nature customarily incidental and subordinate to the principal building or structure or use of the land; i.e., a child's playhouse, garden house, greenhouse, garage, carport, shed, fence, or retaining wall.
 2. **Building.** Any structure used or intended for supporting or sheltering any use or occupancy. For multi-unit structures, each non-residential unit is deemed a separate "building" subject to this chapter; in multi-unit structures, individual residential units are to be considered a part of the larger building that encompasses the other residential units.
 3. **Code of Ordinances.** The Code of Ordinances for the City of Onalaska, Wisconsin, which includes the Vacant Building Code.

4. **Code Official.** Those individuals as set forth in the City of Onalaska Property Maintenance Code Section 126.01.16.A.
5. **Department.** The Planning and/or Inspection Departments of the City of Onalaska, Wisconsin.
6. **Exterior Premises.** The open space on the premises or the portion of the premises upon which there is not a structure.
7. **Garbage.** The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.
8. **Good Repair.** Free from blighting and hazardous conditions, clean and sanitary, in a safe condition and meeting applicable building codes.
9. **Imminent Hazard.** A condition which could cause serious or life-threatening injury or death at any time.
10. **Mixed Occupancy.** Occupancy of a structure in part for residential use and in part for some other lawful use under the Unified Development Code, not accessory thereto.
11. **Occupied.** A building is occupied when it is open to the public, when a business or manufacturing activity is performed therein, when people reside therein, or when any personal property is moved therein. Any building or structure shall be deemed to be occupied if one or more persons actually conducts a lawful business or resides in all or any part of the building as the licensed business-occupant, or as the legal or equitable owner/occupant(s) or tenant(s) on a permanent, non-transient basis, or any combination of the same. For purposes of this Chapter, evidence offered to prove that a building is so occupied may include, but shall not be limited to, the regular receipt of delivery of regular mail through the U.S. Postal Service; proof of continual cable television or internet service, electric, gas, heating, water and sewer.
12. **Owner.** Every person, partnership, limited partnership, corporation, service corporation, limited liability company or partnership, or other legally-recognized entity or association, who alone or jointly or severally with others:
 - a. Has the legal title to a Building or Structure;
 - b. Has legal right or obligation to the care, charge, or control of any Building or Structure, in any capacity including, but not limited to, agent; executor, administrator, trustee, guardian, or personal representative of the estate of the holder of legal title; or an agent, trustee, receiver or other person appointed by court order with authority to have possession or control of the Building or Structure;
 - c. Is a mortgagee, where either:
 - i. The mortgagee has obtained a judgment of foreclosure against the mortgagor with regard to the premises containing the Vacant Building or Structure;
 - ii. The mortgage or note secured by the mortgage contains a provision authorizing the mortgagee to act to secure or repair the property of the mortgagor, and the mortgagor no longer maintains the vacant Building or Structure; or
 - d. Is a land contract vendor, where either:
 - i. The land contract vendor has obtained a judgment of foreclosure against the land contract vendee with regard to the premises containing the vacant Building or Structure; or
 - ii. The land contract contains a provision authorizing the land contract vendor to act to secure or repair the property of the vendee, and the vendee no longer maintains the Vacant Building or Structure.
 - e. "Owner" does not include any real estate licensee providing brokerage services in accordance with Ch. 452, Wis. Stats.
13. **Partially Vacant.** A multi-storied building or structure that has one (1) or more stories or suites vacant.
14. **Responsible Person.** A natural person who is the owner, operator or manager of any structure or premises.
15. **Rubbish.** Combustible and noncombustible waste materials, except garbage. The term shall include the residue from the burning of wood, coal, coke, and other combustible materials, paper, rags, cartons, boxes, wood excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery, and dust and other similar materials.
16. **Secured.** A Building that has a permanent door or window in each appropriate building opening that is secured to prevent unauthorized entry and has all of its door and window components, including frames, jambs, rails, stiles, muntins, mullions, panels, sashes, lights and panels intact and unbroken.
17. **Structure.** Anything constructed or erected, which requires location on the ground or attached to something having location on the ground.
18. **Unified Development Code (UDC).** The Unified Development Code for the City of Onalaska.
19. **Vacant.** A building or structure shall be deemed to be vacant if no person or persons, currently conducts a lawfully licensed business, or lawfully resides or lives in any part of the building as the legal or equitable owner(s), tenant- occupant(s), owner-occupants or tenant(s) on a permanent, non-

transient basis. Vacant status is determined from a totality of circumstances. For purposes of this chapter only, rebuttable evidence of vacancy includes, but is not be limited to, low or no utility usage, lack of customary furnishing consistent with occupancy, accumulation of newspapers or fliers, and fixtures or window coverings which are not secured.

20. **Waste.** Garbage, ashes, rubbish and trash, but not of an earthy or construction nature.

21. **Weeds.** Those weeds as set forth in Sec. 23.235, Wis. Stats.

- C. **Terms Defined Elsewhere.** Where terms are not defined in this [Code Chapter](#) and are defined in other City Ordinances, Codes or ASHRAE and NFPA 70, such terms shall have the meanings ascribed to them therein.
- D. **Terms Not Defined.** Where terms are not defined herein, or through the methods of interpretation authorized by this Section, such terms shall have ordinarily accepted meanings, such as the context indicates.

126.03.22 Applicability

- A. **General.** The provisions of this Vacant Building Code shall apply to all residential single and two-family dwellings vacant for one-hundred eighty (180) consecutive days and all manufacturing, commercial, institutional, multi-family residential and mixed occupancy buildings vacant for three hundred sixty-five (365) consecutive days. Upon application to the Planning Department, an exemption from the provisions of this code may be granted for a period of up to [three hundred and sixty-five \(365\)](#) days for residential and two (2) years for all other property types. In the event an exemption is granted the premises must be maintained in a clean and sanitary condition with grass/weeds cut and snow removed and the building maintained in good condition during the exemption period consistent with Code of Ordinances. The exemption may be revoked for a failure of the applicant to maintain the Building or the premises associated with the Building free from violation of law. Any one of the following circumstances may be a basis for an exemption from the provisions of this Chapter:
 - 1. A Building under active construction, rehabilitation, renovation or repair for which a Building Permit has been obtained.
 - 2. A Building with a raze permit or with a raze order pending from the City of Onalaska.
 - 3. A Building whose owner is actively seeking in good faith to rent or sell the building, which good faith is supported by evidence to the reasonable satisfaction of the Planning Department of such activity.
- B. **Conflict.** In any case where a provision of this Chapter is found to be in conflict with a provision of the UDC or any other provisions of the Code of Ordinances, the provision which established the higher standard for the protection of the public health, safety and welfare shall prevail.
- C. **Application of Other Ordinances.** Nothing contained herein shall be deemed to authorize the use of a structure or premises contrary to any other provision of the Code of Ordinances or the UDC. Repairs, additions or alterations to a structure shall be done in accordance with the procedures and provisions of State law, Title 15 of the Code of Ordinances, and NFPA 70. Nothing in this Vacant Building Code shall be construed to cancel, modify or set aside any provision of the UDC.
- D. **Existing Remedies.** The provisions in this Chapter shall not be construed to abolish or impair existing remedies of the City, or its officers or agencies, under State laws or other City Ordinances or UDC relating to the removal or demolition of any structure which is dangerous, unsafe and unsanitary, or the abatement of public nuisances.
- E. **Historic Buildings.** The provisions of this Chapter shall apply to structures designated by the Federal Government, State or City as historic buildings. Any work to said structures shall also comply with the UDC and Sec. 101.121, Wis. Stats.
- F. **Referenced Statutes, Ordinances, Codes and Standards.** The Statutes, Ordinances, Codes and standards referenced in this Chapter shall be incorporated herein by reference and be a part of the requirements of this Chapter to the prescribed extent of each such reference, and include amendments, renumbering and successor acts.
- G. **Requirements Not Covered By This Chapter.** The requirements necessary for the strength, stability, or proper operation of an existing structure or equipment, or for the public safety, health and general welfare, not specifically covered by this Chapter, shall be determined by the Code Official, subject to a right of appeal to the Board of Zoning Appeals.

126.03.23 Severability

- A. If any provision of this Chapter is, for any reason, held to be unconstitutional, invalid or unenforceable by any court of competent jurisdiction, such judgment shall not affect the validity of the remaining provisions of this Code, which shall remain in full force and effect.
- B. If the application of any provision of this Chapter is for any reason held to be an invalid application to a particular premises or structure by any court of competent jurisdiction, such provision shall continue to apply and remain in full force and effect to any premises or structure not specifically included in said judgment.

Division 3 Administration

126.03.31 Code Official

- A. **Code Official.** The Code Official shall have the authority to exercise the powers and duties of the position specified in this Chapter. The Code Official shall administer and enforce this Chapter.
- B. **Inspections.** The Code Official has the power to inspect Premises and structures to determine compliance with this Code. All reports of such inspections shall be in writing, signed or initialed and dated. The Code Official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise in the course of their duties, in accordance with Department policy.
- C. **Right of Entry.** The Code Official is authorized to enter structures or Premises, at reasonable times, with the express or implied consent of the owner, operator or occupant, to conduct administrative interior and exterior inspections for Code administration and enforcement and Licensing/Permitting purposes specified in other ordinances. If entry is refused or not obtained, the Code Official is authorized to pursue recourse to obtain entry as provided by law.
- D. **Reinspections.** Every owner, operator and occupant of a premises shall cooperate with and facilitate reinspections of Premises at reasonable times pursuant to reasonable notice by the Code Official to determine Code compliance with an Order to Repair. Failure by said owner, operator or occupant to cooperate with and facilitate such reinspections by the Code Official shall be a violation of this Chapter.
- E. **Obstruction.** No owner or operator of a Premises may deny the Code Official the right to enter and inspect any portion thereof under the control of a lawful occupant where such occupant has consented to said entry and inspection.
- F. **Denial of Entrance.** No occupant of a premises shall obstruct the owner thereof from complying with any order(s) of the Code Official made under authority of this Chapter. Obstruction shall include the denial of entrance into a Premises at reasonable times pursuant to reasonable notice.
- G. **Identification.** The Code Official shall carry Department issued identification when entering and inspecting premises in the performance of their duties under this Chapter and display such identification, when asked.
- H. **Notices and Orders.** The Code Official shall, as necessary, issue notices and orders to responsible persons and tenants, where relevant, to obtain compliance with this Chapter.
- I. **Department Records.** The Inspections Department is responsible for keeping official records of all business and activities of the Department specified in the provisions of this Chapter in accordance with State and City record keeping requirements.

Division 4 Regulation

126.03.41 Vacant or Abandoned Building or Structure Requirements

- A. **Vacant Building Permit.** The owner of a vacant building or structure subject to this Code shall obtain a Vacant Building Permit for the period during which it is vacant. When a building or structure becomes vacant, as defined by this Chapter for the period of time greater than allowed under Section 162.02.22, the owner of the building or structure shall apply for and obtain an annual Vacant Building Permit. Upon the expiration of a Vacant Building Permit, if the building or structure is still vacant, the owner shall arrange for an inspection of the building and premises with the Code Official pursuant to Section 14.03.42., and renew the permit within fifteen (15) days of expiration in the same manner as the expired permit. All renewed permits shall be subject to all conditions and obligations imposed by this Chapter.
- B. **Code Compliance.** The owner of a vacant building or structure shall comply with all building, fire, property maintenance, UDC, and other applicable Codes or Ordinances, and shall apply for all necessary building, fire prevention and zoning permits upon application for a Vacant Building Permit.
- C. **Waste Removal.** The owner of a vacant building or structure shall immediately remove all waste from the interior of the structure. The owner of a vacant building or structure shall also immediately remove any waste, debris or excessive vegetation from the exterior premises surrounding the vacant building or structure in accordance with the vacant building maintenance standards of this Code-Chapter and the Code of Ordinances.
- ~~D. **Owner's Responsibility.** The owner of a vacant building or structure shall immediately lock, barricade or secure all doors, windows and other openings in the building or structure to prohibit entry by unauthorized persons in accordance with the Vacant Building Maintenance Standards of this Code.~~
- ~~E-D~~ If the owner does not reside within the State, the owner shall provide to the Code Official, the name, address and telephone number of an agent who is available for service of process within the State of Wisconsin. The owner shall provide to the Code Official, the name, address and telephone number of a manager who is a natural person who is available for contact by the Code Official at all times for emergency repairs and maintenance, and who will respond to the vacant building or structure when required by the Code Official. The agent and manager may be the same person, and/or either may be a

Responsible Person. The owner shall notify the Code Official within thirty (30) business days of any changes to the name, address or telephone number of the agent or manager.

F.E. Owner's Obligations Continuous Through Term of Vacancy. The obligations of owners of a vacant building or structure are continuing obligations which are effective throughout the time of vacancy, as that term is defined in this Code.

126.03.42 Vacant Building Permit; Inspection; Maintenance Standards

- A. Permit Application.** Application by the owner of a vacant building or structure for a Vacant Building Permit shall be made on a form provided by the Planning Department. Applicants shall disclose all measures to be taken to ensure that the building will be kept weathertight, secure from trespassers and safe for entry by [police-law enforcement](#) officers and firefighters in times of exigent circumstances or emergency. The application shall include, but not be limited to, the following:
1. Contact information for each owner. If the owner is other than a natural person or persons, the following shall apply, as appropriate:
 - a. If the owner is a corporation, limited liability company, limited or liability partnership, the registration statement shall provide the names and residence addresses of all responsible persons and the name and business address of the registered agent for service of process appointed pursuant to Wisconsin State Statutes.
 - b. If an estate, the name and business address of the personal representative of the estate.
 - c. If a trust, the names and addresses of the trustee or trustees.
 - d. If a partnership, the names and residence addresses of the partner or partners.
 - e. If another form of unincorporated association, the name and residence address of a responsible person.
 - f. If an individual person, the name and residence address of that individual person.
 2. Any rehabilitation or demolition plans.
 3. An acknowledgment by the owner that grass and weeds shall not exceed a height of eight (8) inches, and that snow and ice shall be removed from the public right-of-way within twenty-four (24) hours of a snowfall.
- B. Inspection of Premises.**
1. **Purpose.** The Code Official, or their designee, may inspect vacant buildings to determine the structural integrity of the building, the repairs necessary to maintain structural integrity, to determine what repair actions must be undertaken to maintain the premises safe for entry of [police-law enforcement](#) officers and firefighters in times of exigent circumstances or emergency, that the building and its contents do not present an imminent hazard to the public during the time that the building remains vacant, and that the building and structure are in compliance with the Vacant Building Maintenance Standards.
 2. **Inspector.** The Code Official, or their designee, may conduct inspections made pursuant to the provisions of this Vacant Building Code in conjunction with other officials of the City, [police-law enforcement](#) officers, firefighters, or inspectors from other governmental bodies.
 3. **Types of Inspections:**
 - a. **Code Official Directed.**
 - i. **Implied Consent.** Any owner of a building, which is either the subject of a Vacant Building Permit or an application filed by a responsible person, for a Vacant Building Permit, is deemed to have given consent to inspections of the building.
 - ii. **Reinspections.** At any time subsequent to the issuance of an Order to Repair, the Code Official may conduct reinspections to determine compliance with the Order to Repair. Such reinspections will be conducted only after a reasonable time has been afforded to a responsible party to comply with portions of the Order. Reinspections are subject to reinspection fees under [Section 162.02.51](#).
 - iii. **Emergency Inspections/Emergency Repairs.** If, at any time, the Code Official has reason to believe that an emergency situation exists with respect to the building, which tends to create an imminent hazard to health, welfare or safety of the general public, the Code Official may enter the building to inspect the premises, without notifying the responsible party or obtaining a warrant. If the Code Official finds an emergency situation exists in fact, which presents an imminent hazard to the health, welfare or safety of the general public, the maintenance of which, until such time as the responsible party could conduct the repairs, would be unreasonable, the Code Official may cause any reasonable action, including the employment of necessary labor and materials, to perform emergency repairs. Costs incurred in the performance of emergency repairs shall be paid by the City and the Code Official shall recover the costs through special assessments levied against the benefited property. A One Hundred Dollar (\$100.00) administrative fee for processing and administering the special assessment shall be added to the special assessment against the benefited property.

elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

11. **Walkways.** Public walkways shall be in good repair, shall be safe for pedestrian travel, and shall be free of snow and ice. Snow and ice removal shall be completed within twenty-four (24) hours of a snowfall.
12. **Accessory Building/Structures.** Accessory buildings/structures such as garages, sheds and fences shall be free from safety, health and fire hazards; and, shall comply with these Vacant Building Maintenance Standards.
13. **Exterior Premises.** The premises upon which the structure or building is located shall be clean, safe, sanitary, free from waste, rubbish, garbage, excessive vegetation, exterior storage, and shall not pose a threat to the public health, welfare or safety.

126.03.43 Board of Zoning Appeals

- A. **Appeal and Fee.** Any person receiving a notice of violation and order which has been issued in connection with the enforcement of any provision of this Code and aggrieved thereby, may appeal the order and shall be granted a hearing on the matter before the Board of Zoning Appeals, provided that such person shall file in the Planning/Inspection Department a written notice of appeal and request for hearing, setting forth a brief statement of the grounds therefor, within twenty (20) days after the date the notice of violation and order was served. Upon receipt of such appeal, the Board of Zoning Appeals shall set a time and place for such hearing and shall give the petitioner written notice thereof. At such hearing the petitioner shall be given an opportunity to be heard and to show why such notice of violation and order should be modified or withdrawn. No appeal to the Board of Zoning Appeals shall be deemed perfected or shall be heard until the appellant shall pay an appeal fee as set forth in the City's Fee Schedule.

Division 5 Enforcement

126.03.51 Reinspection Fees

- A. To compensate the City for inspection and administrative costs related to the enforcement of this Chapter, an escalating fee established by the Common Council through resolution, may be charged for any reinspection following the initial inspection which resulted in an order for corrective action, and the first reinspection to determine compliance with an order for corrective action issued hereunder. There shall be no reinspection fee for a final inspection indicating compliance, or for a reinspection occurring during the period of an approved time extension granted for good cause and involving a good faith effort on the part of the property owner to comply with the order.
- B. Reinspection fees which are not paid by or on behalf of the property owner within thirty (30) days of mailing an invoice to the property owner of record on the City tax roll shall be charged and collected as a special assessment against the real estate upon which the reinspections were made, and shall be a lien upon the real estate until paid in full, with interest accruing on the unpaid balance at the rate of seven percent (7%) per annum. There shall be an administrative fee as set forth on the City's fee schedule added to the charge and special assessment to cover the administrative costs of charging and specially assessing the property.

126.03.52 Penalties

- A. **Violation Penalties.** Any person who shall violate a provision of this Code shall, upon conviction, be subject to a ~~forfeiture fine~~ of not more than One Thousand Dollars (\$1,000.00); and, in addition, shall pay the costs and expenses of prosecution. Each day such violation continues shall be considered a separate offense. Failure to promptly pay said ~~forfeiture fine~~ shall subject the violator to be sentenced to the County Jail for a period not to exceed sixty (60) days.
- B. **Abatement of Violation.** The imposition of the penalties herein prescribed shall not preclude the City Attorney from instituting appropriate action to restrain, correct, or abate a violation, or to prevent illegal occupancy of a structure or premises, or to stop an illegal act, conduct business, or utilization of the structure or premises.

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

Dated this ___ day of _____, 2020.

CITY OF ONALASKA

By: _____
Kim Smith, Mayor

By: _____
~~Caroline Burmaster~~ JoAnn Marcon, Clerk

|
PASSED:
APPROVED:
PUBLISHED: