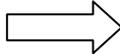




- 
9. Discussion and possible action on adding a requirement to provide notice to neighbors as part of the application for a fireworks license

## **Judiciary**

10. **Ordinance 1654-2019** to annex land located in the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  in Section 2, Township 16 North, Range 7 West from the Town of Medary to the City of Onalaska (Phillips Annexation)
11. **Ordinance 1657-2019** to create Chapter 2 of Title 16 of the Code of Ordinances of the City of Onalaska relating to vacant buildings

Adjournment

11-06-2019 1:54 PM  
PACKET: 02995 Nov Operators Nov Operators  
SEQUENCE: License #

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

#4

ID	PERIOD	-----NAME-----	LICENSE CODE
05959	10/03/19- 6/30/21	CRAIG MEGAN	OPRATOR OPERATORS - 2 YEAR
05975	10/23/19- 6/30/21	FOX LYNZEEKAY	OPRATOR OPERATORS - 2 YEAR
05979	10/28/19- 6/30/21	CULLEN HANNAH	OPRATOR OPERATORS - 2 YEAR
05980	10/28/19- 6/30/21	KEEFE KATIE	OPRATOR OPERATORS - 2 YEAR
05986	10/31/19- 6/30/21	KRATT BEVERLY	OPRATOR OPERATORS - 2 YEAR

05740  
#5

# Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 7/1/2019 ending: 6/30/2020  
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the:  Town of }  
 Village of } ONALASKA  
 City of }

County of LA CROSSE Aldermanic Dist. No. \_\_\_\_\_  
 (if required by ordinance)

Check one:  Individual  Limited Liability Company  
 Partnership  Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number 456103043651904	
FEIN Number 84-3033622	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>75.00</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$ <u>450.00</u>
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>10.00</u>
<b>TOTAL FEE</b>	<b>\$ <u>535.00</u></b>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)  
WISCONSIN APPLE LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
KASTURI	SEENU	G.	103 WOODBRIDGE DR., LAFAYETTE, LA 70508
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
BILLINGSLEY	KENT	D.	W312 S285 WILDWOOD TR., DELAFIELD, WI 53018
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name APPLEBEE'S NEIGHBORHOOD GRILL & BAR Business Phone Number (608) 781-8570  
 2. Address of Premises 9364 HIGHWAY 16 Post Office & Zip Code 54650

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

RESTAURANT AND FREE STANDING BAR

4. Legal description (omit if street address is given above): \_\_\_\_\_

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No

(b) If yes, under what name was license issued? APPLE HOSPITALITY GROUP LLC

CITY OF ONALASKA  
 REC#: R00155156 9/30/2019 11:09 AM  
 TRAN: 30 LICENSES  
 OPER: 02 TERM: 2  
 TRBY: CASH 02  
 05948-06/30/20 WISCONSIN APPLE, LLC  
 CLASS B - BEER 75.00DCR  
 CLASS B - LIQUOR 450.00DCR  
 PUBLICATION 10.00DCR  
 AID BY: RETIRED BOERNER VAN DEUREN  
 K 535.00 REF BM - 451777  
 APPLIED  
 RENEWED  
 HANSE  
 535.00  
 535.00  
 0.00

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** .....  Yes  No
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? .....  Yes  No  
**If yes, explain.**
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** .....  Yes  No
9. (a) **Corporate/limited liability company applicants only:** Insert state LOUISIANA and date 09/12/19 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** .....  Yes  No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.**  Yes  No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] .....  Yes  No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] .....  Yes  No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? .....  Yes  No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <b>Kasturi, Seenu G.</b>	Title/Member <b>President/Member</b>	Date
Signature 	Phone Number <b>(337) 981-1447</b>	Email Address <b>seenukasturi@yahoo.com</b>

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk <b>9/30/19</b>	Date reported to council / board <b>11/12/19</b>	Date provisional license issued	Signature of Clerk / Deputy Clerk 
Date license granted <b>11/12/19</b>	Date license issued <b>11/12/19</b>	License number issued <b>05948</b>	



# CITY OF ONALASKA

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

# 05973

#6-a

## SPECIAL EVENT PERMIT APPLICATION GENERAL EVENT INFORMATION

Official Name of Special Event: Festival Foods Turkey Trot

Start Date: 11/28/19

End Date: 11/28/19

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

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

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

Please see attached map

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

Estimated Attendance Per Day:  
 0-299     300-499     500-999     1,000-4999     5,000+

Estimated Attendance Entire Event:  
 0-299     300-499     500-999     1,000-4999     5,000+

Number of Booths:  
 0-24     25-49     50-74     75-100     100+

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

CITY OF ONALASKA  
 REC#: R0158436 10/16/2019 11:19 AM  
 TRAN: 30 LICENSES  
 OPER: 02 TERM: 2  
 TAG: 0ASH 02  
 05973-11/28/19 FESTIVAL FOODS ENERGY T  
 SPECIAL EVENT 1000 OR 500,000  
 1017 BSRSE 6.0  
 40000 REF SW - 1055  
 APPLIED 500.00  
 ENERED 500.00  
 CHANGE 0.00

Type of Event:

- Festival / Music Concert
- Rally / Memorial
- Parade
- Run / Walk Greater than 5K
- Public Assembly  
(For political purposes)
- Other \_\_\_\_\_
- Religious / Educational
- Street / Block Party
- Fun Run / Walk A Thon
- March Utilizing Public Property
- Sport (fishing, soccer, etc.)

Event Will Have:

- Bounce House
- Rock Wall
- Amplified Sound
- Vehicles
- Animals
- Other high-risk activity \_\_\_\_\_
- Bungee Jump
- Dunk Tank
- Marching Units
- Water Slides

Permit & Other Requirements:

<input type="checkbox"/> Alcohol will be served, sold, raffled, etc.	Class B Permit
<input checked="" type="checkbox"/> Food & Non Alcoholic Beverages	Health Permit
<input type="checkbox"/> Non-Food related sales and/or display booths	
<input checked="" type="checkbox"/> Tent and/or canopy	Fire Dept. Planning / Inspection Diggers Hotline must be contacted minimum of 3 days before digging
<input checked="" type="checkbox"/> Large Generator(s) requiring a separate Electric panel box to be wired off of it	Inspections permit
<input type="checkbox"/> Fires or candles	Fire Dept.
<input type="checkbox"/> Fireworks	Fire Dept.
<input type="checkbox"/> Activities in park outside normal operating hours	Waiver required by City Council
<input checked="" type="checkbox"/> Barricades / Detours (city streets, roads, etc.)	Approval by Police & Public Works
<input type="checkbox"/> State Hwy Closures	DOT permit required - organizer contracts with private company to install
<input type="checkbox"/> Cooking Equipment	Fire Dept.
<input type="checkbox"/> Solid Waste & Recycling	Disposal Containers & Haul Away

Arrangements Have Been Made For:

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

In the Event of Severe Weather:

Open and Available Shelter Locations Will Include:

*Omni Center*

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

*Jessica Robey      Local Race Director*  
*(715) 821-4553      jess.robey3@gmail.com*

Public Safety Site Plan:

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

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

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

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

*Generator will be placed near start/finish line - provided by Interstate Sound.*

*Tents will have fire extinguishers*

*Tri-state ambulance will be onsite*

Organization(s) Sponsoring Event:

Name: Greater Green Bay Community Foundation C/O Festival Foods  
Address: 320 N. Broadway St. Suite 260 Turkey Trot  
City: Green Bay State WI Zip 54303

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

Check this box to send invoices to this organization.

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

Check this box to send invoices to this organization.

**CONTACT INFORMATION**

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

Primary Contact: Jessica Robey

Daytime Phone: \_\_\_\_\_ Cell #: 715-821-4553

Email: jess.robey3@gmail.com

Address 1201 19th St. S.

City: La Crosse State WI Zip 54601

Secondary Contact: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Cell #: \_\_\_\_\_

Email: \_\_\_\_\_

Address \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### EMERGENCY CONTACT INFORMATION

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

Contacting Local Police and Fire Services

Onsite PA System

Local Radio Station

Word of Mouth

Other \_\_\_\_\_

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

Security Provider: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Location of Provider at Event Site: \_\_\_\_\_

Location of Missing Persons Station: \_\_\_\_\_

### EVENTS PERMIT FEE SCHEDULE

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

#### PERMITTYPE

#### PERMIT FEE

PARADES

\$0

SPECIAL EVENT

0 – 299 Participants = \$0

300 – 499 Participants\* = \$250.00

500 – 999 Participants\* = \$350.00

Over 1,000 Participants\* = \$500.00

Events two (2) or more days: = \$100.00\*\*

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

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

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

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

There are no requested changes, upgrades or safety concerns identified

OR

I am requesting the following changes or upgrades:

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

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

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

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

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

SIGNATURE

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

Gene Roy  
(Sign Name)

10/10/19  
(Date)

Jessica Robey  
(Print Name)

Coulee Region Race Director  
(Print Title with Organization)

Return Completed Applications To:

Cari Burmaster, City Clerk

415 Main Street, Onalaska, WI 54650

(W) 608.781.9530 (F) 608.781.9534 [cburmaster@cityofonalaska.com](mailto:cburmaster@cityofonalaska.com)



**CITY OF ONALASKA**

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

Special Event Name: Festival Foods Turkey Trot

Special Event Location: Omni Center

Event Organizer(s):  
Greater Green Bay Community Foundation  
Jessica Pobey - local race director

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

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

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

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

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

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

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

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

**EVENT ORGANIZER**

**CITY OF ONALASKA**

10/10/19  
\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

*Jane King*  
\_\_\_\_\_  
(signature)

\_\_\_\_\_  
City Clerk

Jessica Robey      Race Director  
(print name)      (title)

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)      (title)

## SPECIAL EVENT CONTINGENCY PLAN For Review Only

Event sponsors should review and consider the following issues when they are planning or preparing for an event. Many of these issues are required by one or more regulations, or are components of larger regulations. Considering other issues which may not be required should contribute to the planning and operation of the event. Developing responses to these questions should result in more productive and fruitful discussions with the various departments with the City during their review of the Special Events Application.

Weather related issues: rain, snow, severe storms, tornadoes, etc.

If the weather forecast includes bad weather, will the event be cancelled? If so, how will attendees be notified?

Develop a plan for the sudden onset of severe weather. Where will the people go and who is designated to assist in their safe arrival at the safe refuge place?

Is there an area of safe refuge in case of tornado?

Medical issues

Where will ambulance access to the event be in case one is needed? Who will conduct crowd control in the event of a medical emergency?

Will a first aid station, with trained first aid provider, be provided at the event? Where?

If applicable, is there adequate shade to prevent heat stroke? Will water be provided? Where?

Crowd Control

Who will monitor the barricades?

Who will work the entry gates? Maintain egress and access?

Who will patrol the area to prevent incidents from getting out of control?

Develop a plan for those patrolling the crowd of what to do if they encounter unruly behavior. Have communication equipment.

Security

Will there be Police Officers providing security? If so, contact the Police Department for applicable requirements or guidelines relating to the number necessary.

If volunteers or private agencies provide security, will they have appropriate phone numbers for EMS, Fire, and Police?

If applicable, what will security officials do if non-paying attendees breach the gate/perimeter? If a complaint is received, for example, for loud music, how and who will handle the complaint? Provide communications equipment. Portable radios, cell phones, and access to land lines.

If applicable, secure monies in an area not accessible to the attendees.

Logistics

Where will there be, or will there be, a staging area for support staff? What time will the crowd be disbursed and by whom?

Who will conduct clean up?

Remember to maintain fire lanes and access roads.

Appoint one person to oversee and take responsibility for the event. Who? Will an adequate amount of restroom facilities be provided? Where?

Is there adequate safe parking provided? Where?



**CITY OF ONALASKA**  
**Special Event Insurance Requirements.**

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

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

a. Commercial General Liability.

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

b. Insurance must include:

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/17/2019

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 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).

<b>PRODUCER</b> Insurance Management Group 959 E. 4th St. P.O. Box 1600 Marion IN 46952		<b>CONTACT NAME:</b> Margaret Mayers <b>PHONE (A/C No. Ext):</b> (260) 338-2925 <b>E-MAIL ADDRESS:</b> mmayers@insmgt.com <b>FAX (A/C, No):</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> National Casualty Company	
		<b>INSURER B:</b> Nationwide Life Insurance Co.	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b> Road Runners Club of America/2019 and Its Member Clubs 1501 Lee Highway, Suite 140 Arlington VA 22209		<b>NAIC #</b>	
		11991	
		66869	

**COVERAGES**                      **CERTIFICATE NUMBER:** 2019 \$2M A.I.                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			KR00000007654600	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> Legal liability to Participant \$2,000,000						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ Unlimited PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 500,000
A	AUTOMOBILE LIABILITY			KR00000007654600	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				OTH-ER \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
B	Excess Medical & Accident (\$250 deduction)			SPX0000030282400	12/31/2018	12/31/2019	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)  
 The City of Onalaska and its officers, council members, agents, employees and authorized volunteers are AMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 11/28/19 2019 Festival Foods Turkey Trot INSURED RRCA CLUB/EVENT MEMBER: SRSE, LLC, Att'n: John Mory, 1971 Prescott Pl. I, De Pere, WI 54115

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
11/28/19 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
	Terry Diller/MARG <i>Terry R. Diller</i>

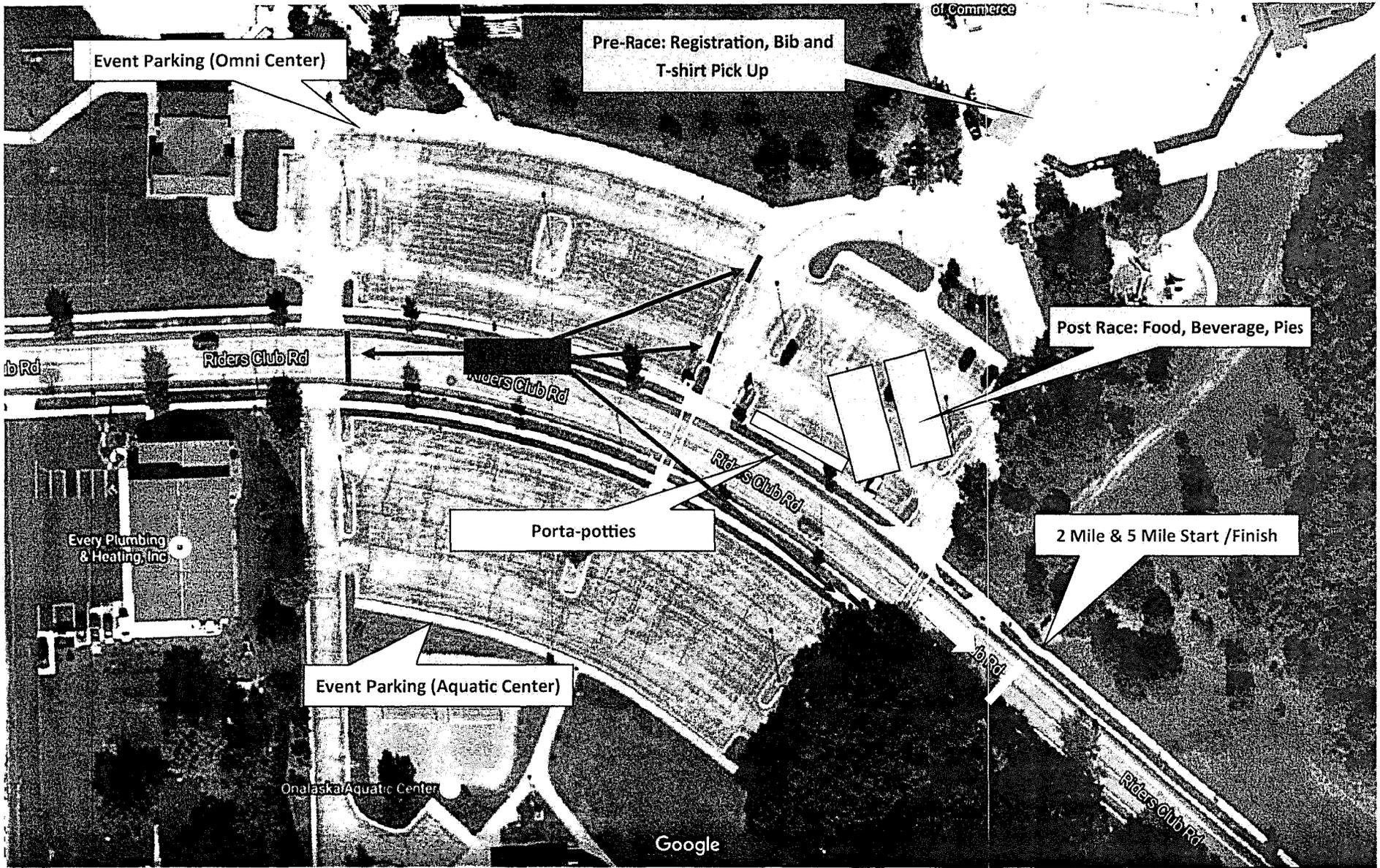
© 1988-2014 ACORD CORPORATION. All rights reserved.

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

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

**FOR OFFICE USE ONLY**

City Clerk	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: <u>10-17-19</u>
Fire Dept	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: <u>10/18/19</u> <i>34</i>
Police Dept	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: <u>Coordinate w/ Sgt. Berg prior to the event.</u>	Date: <u>10-21-19</u>
Public Works	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: <u>10-24-19</u>
Planning	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: <u>TENT PERMIT INSPECTION</u>	Date: <u>10-24-19</u>
Parks & Rec	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: <u>10-24-19</u>
Site Diagram Sketch Attached:	<input type="checkbox"/> YES <input type="checkbox"/> NO			Date: _____
GIS Dept.	Map Prepared: ____/____/____			
Insurance Required:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Certificate of Insurance on File: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	COI Expires: <u>12/31/19</u>
Special Class B License Required:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		Date of Special Class B Application: ____/____/____	
Approved By A&J:	____/____/____		Date License Issued: ____/____/____	
License No:	_____			



Event Parking (Omni Center)

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

Post Race: Food, Beverage, Pies

Porta-potties

2 Mile & 5 Mile Start /Finish

Event Parking (Aquatic Center)

Google

Onalaska Aquatic Center

Every Plumbing & Heating, Inc.

of Commerce

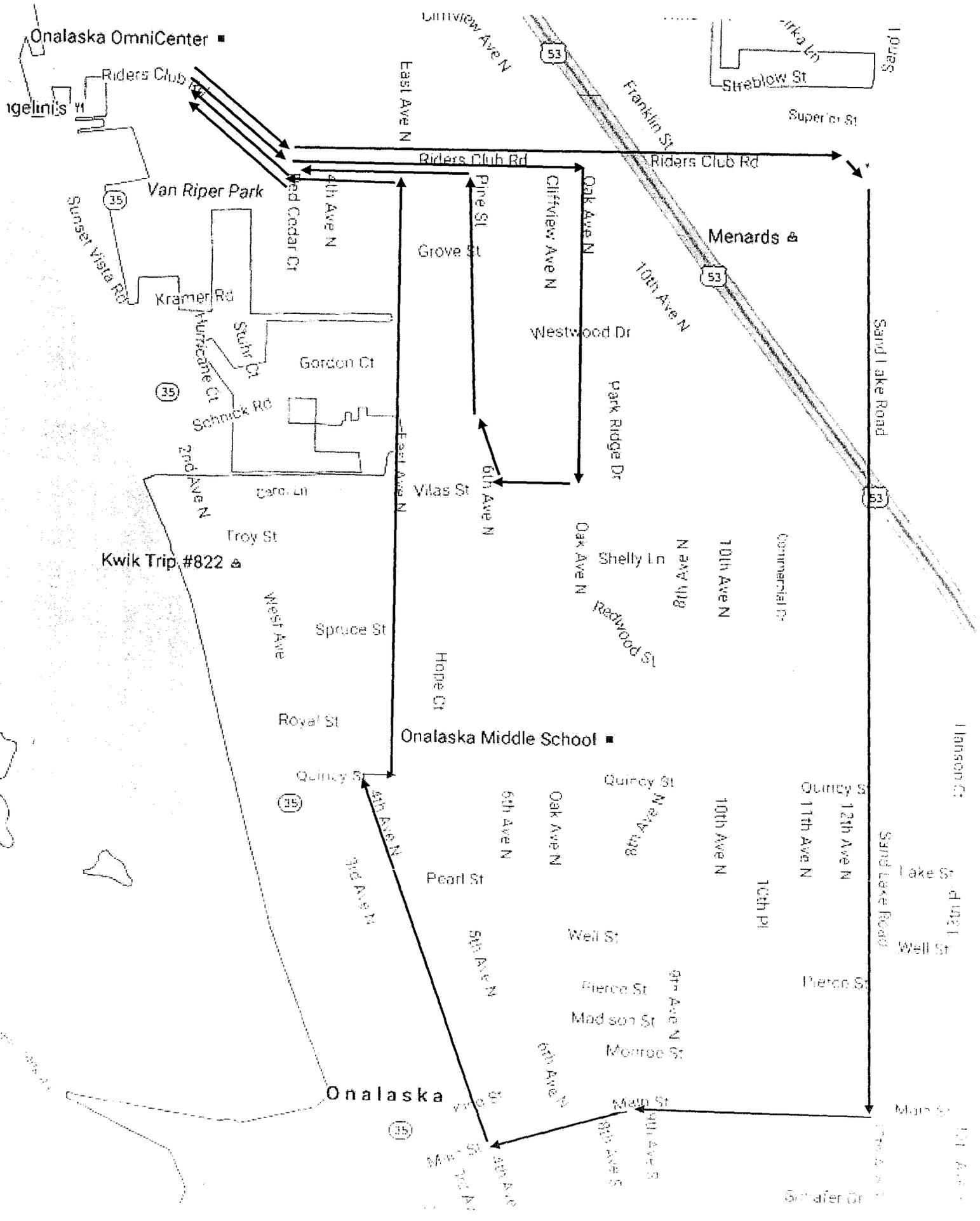
Riders Club Rd

Riders Club Rd

Riders Club Rd

Riders Club Rd

tb Rd



Appleton • Coulee Region • Eau Claire • Fond du Lac • Green Bay  
Janesville • Madison • Manitowoc • Marshfield • Oshkosh



2 Mile Fun Run • 2 Mile Walk • 5 Mile Run  
**Thanksgiving Day**

November 28, 2019 | 8:00 AM

Register today at  
**FestivalFoodsTurkeyTrot.com**



#FestivalFoodsTurkeyTrot

All finishers receive a long sleeved t-shirt\*  
and a Festival Foods 5" Upper Crust pumpkin pie!

\*T-shirt sizes not guaranteed for late and race day registrants.

All proceeds benefit:





CITY OF ONALASKA

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

SPECIAL EVENT PERMIT APPLICATION
GENERAL EVENT INFORMATION

Official Name of Special Event: Jingle Bell Run/Walk

Start Date: Dec 14, 2019

End Date: Dec 14, 2019

Table with 8 columns (MON, TUES, WED, THURS, FRI, SAT, SUN) and 4 rows (Setup, Start, End, Cleanup) showing event timing.

Location of Event: [ ] Park/Public Property
[ ] Public Street/Sidewalk/Alley/Right of Way see attached
[ ] Private Property 1140 Main St
[ ] Other

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

Location of Event Parking: R.W Houser Family YMCA

Estimated Attendance Per Day: [ ] 0-299 [ ] 300-499 [ ] 500-999 [ ] 1,000-4999 [ ] 5,000+

Estimated Attendance Entire Event: [ ] 0-299 [ ] 300-499 [ ] 500-999 [ ] 1,000-4999 [ ] 5,000+

Number of Booths: [ ] 0-24 [ ] 25-49 [ ] 50-74 [ ] 75-100 [ ] 100+

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

Type of Event:

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

Event Will Have:

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

Permit & Other Requirements:

<input type="checkbox"/> Alcohol will be served, sold, raffled, etc.	Class B Permit
<input type="checkbox"/> Food & Non Alcoholic Beverages	Health Permit
<input type="checkbox"/> Non-Food related sales and/or display booths	
<input type="checkbox"/> Tent and/or canopy	Fire Dept. Planning / Inspection Diggers Hotline must be contacted minimum of 3 days before digging
<input type="checkbox"/> Large Generator(s) requiring a separate Electric panel box to be wired off of it	Inspections permit
<input type="checkbox"/> Fires or candles	Fire Dept.
<input type="checkbox"/> Fireworks	Fire Dept.
<input type="checkbox"/> Activities in park outside normal operating hours	Waiver required by City Council
<input type="checkbox"/> Barricades / Detours (city streets, roads, etc.)	Approval by Police & Public Works
<input type="checkbox"/> State Hwy Closures	DOT permit required - organizer contracts with private company to install
<input type="checkbox"/> Cooking Equipment	Fire Dept.
<input type="checkbox"/> Solid Waste & Recycling	Disposal Containers & Haul Away

Arrangements Have Been Made For:

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

In the Event of Severe Weather:

Open and Available Shelter Locations Will Include:

Identify Who Will Cancel the Event if Necessary: (name, title, phone number, and e-mail)  
 Travis Pernsteiner, Marketing director, 920-312-0409

Public Safety Site Plan:

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

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

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

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

Organization(s) Sponsoring Event:

Name: LaCrosse Area Family YMCA  
Address: 1140 Main St  
City: LaCrosse State WI Zip 54601

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

Check this box to send invoices to this organization.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

Check this box to send invoices to this organization.

#### CONTACT INFORMATION

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

Primary Contact: Travis Pernsteiner  
Daytime Phone: 608-519-5483 Cell #: 920-312-0409  
Email: tpernsteiner@laxymca.org  
Address: 1140 Main St  
City: LaCrosse State WI Zip 54601

Secondary Contact: Andrea Pengra  
Daytime Phone: 608-519-5457- Cell #: 608-386-5186  
Email: apengra@laxymca.org  
Address: 1140 Main st  
City: LaCrosse State wl Zip 54601

### EMERGENCY CONTACT INFORMATION

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

- Contacting Local Police and Fire Services
- Local Radio Station
- Other \_\_\_\_\_
- Onsite PA System
- Word of Mouth

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

Security Provider: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Location of Provider at Event Site: \_\_\_\_\_

Location of Missing Persons Station: \_\_\_\_\_

### EVENTS PERMIT FEE SCHEDULE

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

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

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

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

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

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

There are no requested changes, upgrades or safety concerns identified  
OR

I am requesting the following changes or upgrades:

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

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

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

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

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

SIGNATURE

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

10/15/19

\_\_\_\_\_  
(Sign Name)

\_\_\_\_\_  
(Date)

Andrea Pengra

(Print Name)

Director of Development, YMCA

(Print Title with Organization)

Return Completed Applications To:

Cari Burmaster, City Clerk

415 Main Street, Onalaska, WI 54650

(W) 608.781.9530 (F) 608.781.9534 [cburmaster@cityofonalaska.com](mailto:cburmaster@cityofonalaska.com)



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

Special Event Name: Jingle Bell Run/Walk

Special Event Location: RW Houser Family YMCA

Event Organizer(s):  
Travis Pernsteiner, Marketing Director

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

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

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

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

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

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

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

Form #407 (revised 10/11/16)

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

**EVENT ORGANIZER**

**CITY OF ONALASKA**

10/15/19

(date)

(date)

(signature)

City Clerk

Travis Pernsteiner

Director of Marketing

(print name)

(title)

Mayor

(signature)

Andrea Pengra

Director of Development

(print name)

(title)

## SPECIAL EVENT CONTINGENCY PLAN For Review Only

Event sponsors should review and consider the following issues when they are planning or preparing for an event. Many of these issues are required by one or more regulations, or are components of larger regulations. Considering other issues which may not be required should contribute to the planning and operation of the event. Developing responses to these questions should result in more productive and fruitful discussions with the various departments with the City during their review of the Special Events Application.

**Weather related issues:** rain, snow, severe storms, tornadoes, etc.

If the weather forecast includes bad weather, will the event be cancelled? If so, how will attendees be notified?

Develop a plan for the sudden onset of severe weather. Where will the people go and who is

designated to assist in their safe arrival at the safe refuge place?

Is there an area of safe refuge in case of tornado?

**Medical issues**

Where will ambulance access to the event be in case one is needed? Who will conduct crowd control in the event of a medical emergency?

Will a first aid station, with trained first aid provider, be provided at the event? Where?

If applicable, is there adequate shade to prevent heat stroke? Will water be provided? Where?

**Crowd Control**

Who will monitor the barricades?

Who will work the entry gates? Maintain egress and access?

Who will patrol the area to prevent incidents from getting out of control?

Develop a plan for those patrolling the crowd of what to do if they encounter unruly behavior. Have communication equipment.

**Security**

Will there be Police Officers providing security? If so, contact the Police Department for applicable requirements or guidelines relating to the number necessary.

If volunteers or private agencies provide security, will they have appropriate phone numbers for EMS, Fire, and Police?

If applicable, what will security officials do if non-paying attendees breach the gate/perimeter? If a complaint is received, for example, for loud music, how and who will handle the complaint? Provide communications equipment. Portable radios, cell phones, and access to land lines.

If applicable, secure monies in an area not accessible to the attendees.

**Logistics**

Where will there be, or will there be, a staging area for support staff? What time will the crowd be disbursed and by whom?

Who will conduct clean up?

Remember to maintain fire lanes and access roads.

Appoint one person to oversee and take responsibility for the event. Who? Will an adequate amount of restroom facilities be provided? Where?

Is there adequate safe parking provided? Where?



**CITY OF ONALASKA**  
**Special Event Insurance Requirements.**

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

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

a. Commercial General Liability.

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

b. Insurance must include:

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

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

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

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

**FOR OFFICE USE ONLY**

City Clerk	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: <u>10-15-19</u>
Fire Dept	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: <u>10-15-19</u>
Police Dept	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: <u>Organizer needs to meet with Sgt. Berg prior to the event.</u>	Date: <u>10-17-19</u>
Public Works	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: <u>10-22-19</u>
Planning	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: <u>10-22-19</u>
Parks & Rec	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: <u>10-23-19</u>

Site Diagram Sketch Attached:  YES  NO

GIS Dept. Map Prepared: \_\_\_\_/\_\_\_\_/\_\_\_\_

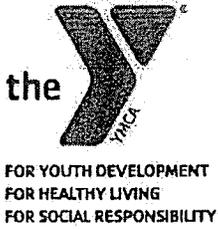
Insurance Required:  YES  NO Certificate of Insurance on File:  YES  NO COI Expires: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

Approved By A&J: \_\_\_\_/\_\_\_\_/\_\_\_\_ Date License Issued: \_\_\_\_/\_\_\_\_/\_\_\_\_

License No: \_\_\_\_\_





# SAFETY & INCLEMENT WEATHER PLAN

## YMCA Winter Walk Run Series

In the event of inclement weather, the La Crosse Area Family YMCA reserves the right to delay/cancel the event for the safety of the participants, volunteers and staff.

### COLD WEATHER ADVISORY

If the wind chill is -30 or below, the Y will cancel the event due to participant, staff, and volunteer safety. If the event is canceled, the decision will be made race day morning and participants will be notified via email and Social Media and announced at the event. The Y will reference the "National Weather Service Windchill Chart" to determine the wind-chill value that morning.

### Message to participants during cold weather:

Please DRESS WARM! Try to cover every exposed area of your body, especially your face. Scarves, face masks and balaclavas are all good options. Wear gloves/mittens, a hat and more layers than you normally would.

We have salted the course to the best of our abilities, but some icy areas remain. Please use caution especially when rounding corners.

If you are not use to running in the cold, please be cautious and consider staying inside.



## NWS Windchill Chart



		Temperature (°F)																	
		40	35	30	25	20	15	10	5	0	-5	-10	-15	-20	-25	-30	-35	-40	-45
Wind (mph)	5	36	31	25	19	13	7	1	-5	-11	-16	-22	-28	-34	-40	-46	-52	-57	-63
	10	34	27	21	15	9	3	-4	-10	-16	-22	-28	-35	-41	-47	-53	-59	-66	-72
	15	32	25	19	13	6	0	-7	-13	-19	-26	-32	-39	-45	-51	-58	-64	-71	-77
	20	30	24	17	11	4	-2	-9	-15	-22	-29	-35	-42	-48	-55	-61	-68	-74	-81
	25	29	23	16	9	3	-4	-11	-17	-24	-31	-37	-44	-51	-58	-64	-71	-78	-84
	30	28	22	15	8	1	-5	-12	-19	-26	-33	-39	-46	-53	-60	-67	-73	-80	-87
	35	28	21	14	7	0	-7	-14	-21	-27	-34	-41	-48	-55	-62	-69	-76	-82	-89
	40	27	20	13	6	-1	-8	-15	-22	-29	-36	-43	-50	-57	-64	-71	-78	-84	-91
	45	26	19	12	5	-2	-9	-16	-23	-30	-37	-44	-51	-58	-65	-72	-79	-86	-93
	50	26	19	12	4	-3	-10	-17	-24	-31	-38	-45	-52	-60	-67	-74	-81	-88	-95
	55	25	18	11	4	-3	-11	-18	-25	-32	-39	-46	-54	-61	-68	-75	-82	-89	-97
	60	25	17	10	3	-4	-11	-19	-26	-33	-40	-48	-55	-62	-69	-76	-84	-91	-98

Frostbite Times:  30 minutes  10 minutes  5 minutes

$$\text{Wind chill (°F)} = 35.74 + 0.6215T - 35.75(V^{0.16}) + 0.4275T(V^{0.16})$$

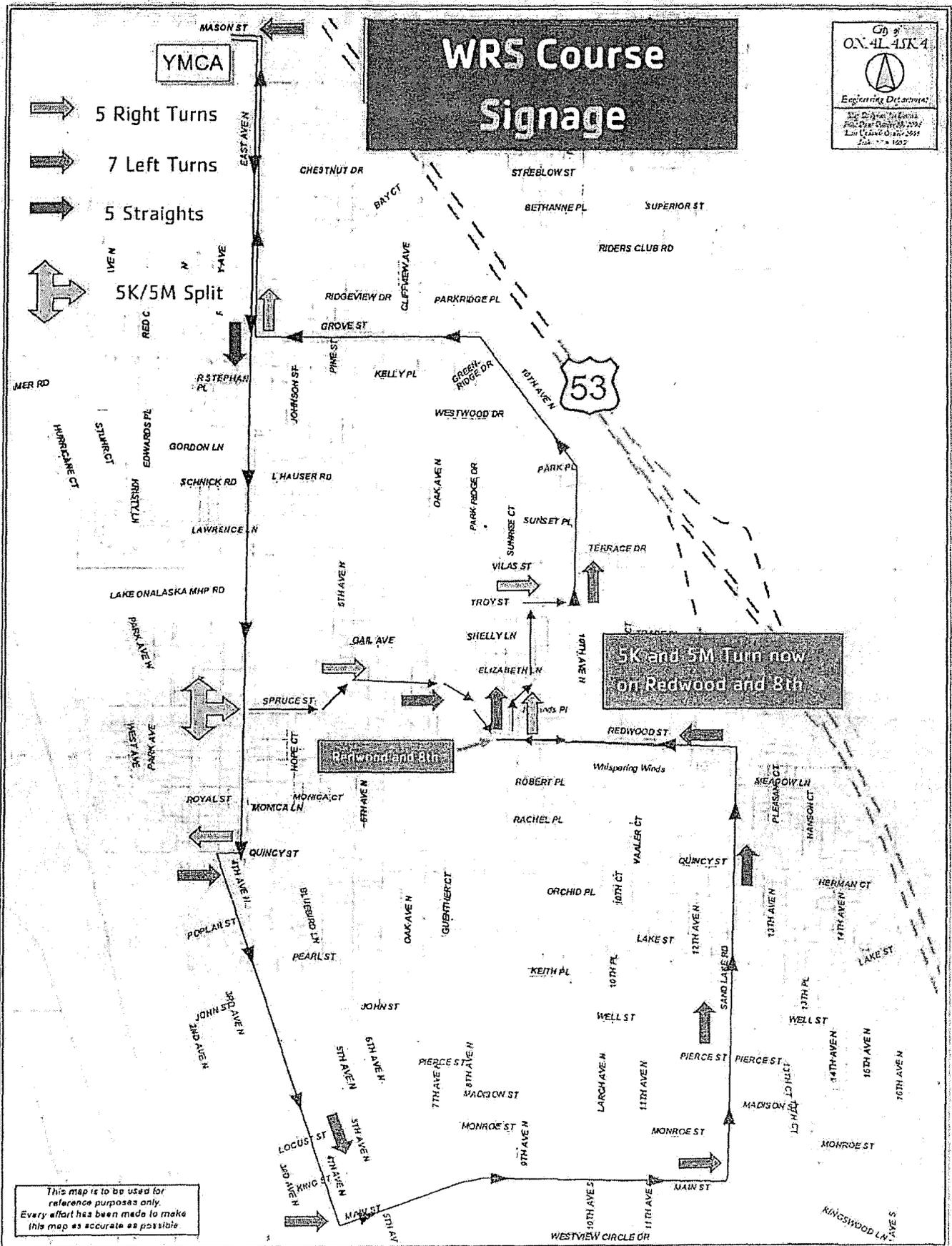
Where: T = Air Temperature (°F), V = Wind Speed (mph)

Effective 11/01/01

# WRS Course Signage



- 5 Right Turns
- 7 Left Turns
- 5 Straights
- 5K/5M Split



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

#65038  
**#7-a**

**APPLICATION FOR**

**PAWNBROKERS, SECONDHAND ARTICLE DEALERS, SECONDHAND JEWELRY DEALERS,**

**SECONDHAND ARTICLE DEALER, MALL OR FLEA MARKET**

FEES:	_____	Pawnbroker	\$210.00	
	<u>X</u>	Secondhand Article Dealer	\$27.50	27.50
	_____	Secondhand Jewelry Dealer	\$30.00	0.00
	_____	Secondhand Article Dealer, Mall or Flea Market	\$165.00	

INDIVIDUAL OR PARTNERSHIP:

Full Name(s) Home Address City, State, Zip

\_\_\_\_\_  
 \_\_\_\_\_

Applicant ever convicted of a felony? Yes  No   
 Applicant ever convicted of a misdemeanor? Yes  No

Date of Conviction \_\_\_\_\_ Name of Court \_\_\_\_\_

Nature of Offense \_\_\_\_\_

Full Name of Corporation eco ATM, LLC.

Address of Corporation 10121 Barnes Canyon Rd. San Diego, CA 92121

ALL OFFICERS & DIRECTORS:

Title	Name	Home Address	City, State, Zip
President/CEO	David Maquera	15977 Parkview Loop	San Diego, CA 92127

Address of Business 3107 Market Pl, Onalaska, WI 54650 (inside Walmart 1679)

Address of Applicant for the last Two (2) Years 10121 Barnes Canyon Rd. San Diego, CA 92121

\*\*\*\*\*

TEMPORARY LICENSE ONLY

Name of Applicant(s) \_\_\_\_\_

Address of Applicant \_\_\_\_\_

Address of Temporary Location \_\_\_\_\_

Type of Event \_\_\_\_\_

Date(s) of Event \_\_\_\_\_

\*\*\*\*\*

For the license period beginning Jan. 1 2020 ; ending Dec. 31 2020  
to the Governing Body of the City of Onalaska, County of La Crosse

Social Security Number 180-58-2135

Date of Birth 06/01/1962

Place of Birth Calgary, Canada

Signatures:

  
President of Corp / Partner / Individual

\_\_\_\_\_  
Secretary of Corp / Partner

\_\_\_\_\_  
Additional Partner(s) if any

\_\_\_\_\_  
Date of Signature

Photo ID required with submittal of application

00807  
**#7-b**

**APPLICATION FOR**

**PAWNBROKERS, SECONDHAND ARTICLE DEALERS, SECONDHAND JEWELRY DEALERS,**

**SECONDHAND ARTICLE DEALER, MALL OR FLEA MARKET**

FEES:	<u>X</u>	Pawnbroker	\$210.00	
	<u>X</u>	Secondhand Article Dealer	\$27.50	
	<u>X</u>	Secondhand Jewelry Dealer	\$30.00	267.50
		Secondhand Article Dealer, Mall or Flea Market	\$165.00	267.50
				0.00

INDIVIDUAL OR PARTNERSHIP:

Full Name(s) Home Address City, State, Zip

Applicant ever convicted of a felony? Yes  No

Applicant ever convicted of a misdemeanor? Yes  No

Date of Conviction Name of Court

Nature of Offense

Full Name of Corporation Pawn America Minnesota LLC  
 Address of Corporation 181 River Ridge Crs. Burnsville, MN 55337

ALL OFFICERS & DIRECTORS:

Title	Name	Home Address	City, State, Zip
Chief manager	Bradley K. Rixmann	181 River Ridge Crs	Burnsville, MN 55337
CFO	Keith Kaestner	1224 Bluebill Bay Rd	Burnsville, MN 55306
COO	Steve Cawfield	16509 Irwindale Way	Lakeville, MN 55044

Address of Business 1235 Crossing Meadows DR. Onalaska, WI 54650

Address of Applicant for the last Two (2) Years 181 River Ridge Crs  
Burnsville, MN 55337

(continue on next page)

10/30/2019 1:54 PM

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

LICENSES: ALL

SORTED BY: LICENSE NUMBER

EFFECTIVE

LICENSE CODES: Include: RECBURN-E

EXPIRATIC

CLASSES: All

COMMENT:

STATUS: ACTIVE

PAY STATU

CITY LIMITS: INSIDE, OUTSIDE



ID	CODE	NAME/ PROPERTY ADDRESS	STATUS	CLASS/ REPORT	ORIG/ RENEW	TERM/ PRINTED
03743	RECBURN-E	KENDHAMMER	PATRIC ACTIVE	REC BURN	3/20/2014	
	1/31/20-12/31/20	1576 YOUNG DR E		REC BURN		1/31/2019
04178	RECBURN-E	CLEMENTS	PATRIC ACTIVE	REC BURN	7/15/2014	
	10/07/19-12/31/20	3009 WILD ROSE LN		REC BURN		10/07/2019

REPORT TOTALS: 2 LICENSES



# CITY OF ONALASKA

#9

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

## FIREWORKS DISPLAY PERMIT

**Cost:** No Charge for Display  
\$50 per location to sell &  
Sellers Permit

Date: \_\_\_\_\_ Application is for:  Selling  Displaying  Both

### FIREWORKS DISPLAY APPLICATION

1. Event Sponsor/Organization: \_\_\_\_\_
2. Contact Person: \_\_\_\_\_ Phone # \_\_\_\_\_
3. Display Location: \_\_\_\_\_
4. Display Date: \_\_\_\_\_ Alternate Date: \_\_\_\_\_
5. Start Time: \_\_\_\_\_ Alternate Start Time: \_\_\_\_\_
6. Anticipated Ending Time: \_\_\_\_\_ Alternate End Time: \_\_\_\_\_
7. Fireworks Contractor/Operator: \_\_\_\_\_
8. Address: \_\_\_\_\_
9. Contact Person: \_\_\_\_\_ Phone # \_\_\_\_\_
10. Emergency Phone # \_\_\_\_\_
11. Event Pyrotechnist/Operator Name:  
\_\_\_\_\_  
D.O.B. \_\_\_\_\_
12. Event Pyrotechnist Assistants Name:  
\_\_\_\_\_  
D.O.B. \_\_\_\_\_  
\_\_\_\_\_  
D.O.B. \_\_\_\_\_  
\_\_\_\_\_  
D.O.B. \_\_\_\_\_  
\_\_\_\_\_  
D.O.B. \_\_\_\_\_

[Only the names shown above (#11 & #12) will be allowed to enter display area.]

**\*\* NOTE \*\* CERTIFICATE OF INSURANCE REQUIRED,**

*With the City of Onalaska listed as additional Insured.*

**Original Certificate of Insurance must accompany this application**

For Office use only:

- Approved by Onalaska Police Department by (name) \_\_\_\_\_ date: \_\_\_\_\_
- Approved by Onalaska Fire Department by: (name) \_\_\_\_\_ date: \_\_\_\_\_
- Approved by City Clerk \_\_\_\_\_ date: \_\_\_\_\_

13. Vehicle used to transport show: \_\_\_\_\_
14. Anticipated departure from plant: Date: \_\_\_\_\_ Time: \_\_\_\_\_
15. Anticipated arrival at display site: Date: \_\_\_\_\_ Time: \_\_\_\_\_
16. Anticipated setup time needed: \_\_\_\_\_

The applicant is responsible for complying with all Federal, State and Local Laws and requirements. The Onalaska Fire Department Fireworks Permit and approval of the drawings, designs, plans and specification shall not in any way relieve the contractor/operator of the responsibility for the display. This review shall not be construed to grant approval for non-compliance with any code or ordinance enforced by any regulatory agency. Selling any fireworks, falsifying or withholding any information, failure to comply with any order of a Fire or Police Department official or failure to comply with any law or regulation will be cause for revocation of the permit, cancellation of the display, and the imposition of fines. Firing of fireworks without a valid permit shall result in a summons being issued and/or confiscation of products.

To the fullest extent permitted by law, [Fireworks Contractor/Operator] shall indemnify, defend, and hold harmless the Onalaska Fire and Police Departments and the City of Onalaska for any and all loss resulting from the fireworks and/or performance of the display required under the contract and this permit application, irrespective of whether the Fire, Police Departments and/or the City of Onalaska is found negligent or otherwise responsible.

I have read and understand the above information as well as the attached inspection checklist, requirements, and have attached all "documents required". I agree to comply with all laws, policies, codes and standards as adopted pertaining to fireworks.

Fireworks Contractor/Operator Name: (Print) \_\_\_\_\_

Contractor/Operator Authorized Signature: \_\_\_\_\_

Date of application: \_\_\_\_\_

**Additional Documentation Required:**

- Map of display area and spectators area
- Chronological itemized list of the show, including diameter of each.
- The safety zone will be established in accordance with *NFPA 1123*



**ORDINANCE NO. 1654-2019****AN ORDINANCE TO ANNEX LAND LOCATED IN THE SOUTHEAST ¼ OF THE  
SOUTHEAST ¼ IN SECTION 2, TOWNSHIP 16 NORTH, RANGE 7 WEST  
FROM THE TOWN OF MEDARY TO THE CITY OF ONALASKA**

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

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

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

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

SECTION III. The properties are hereby zoned Community Business (B-2) and all of the provisions of the Code of Ordinances of the City of Onalaska governing said zoning classification shall apply hereto.

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

Dated this \_\_\_th day of \_\_\_\_\_, 2019.

CITY OF ONALASKA

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

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

PASSED:  
APPROVED:  
PUBLISHED:

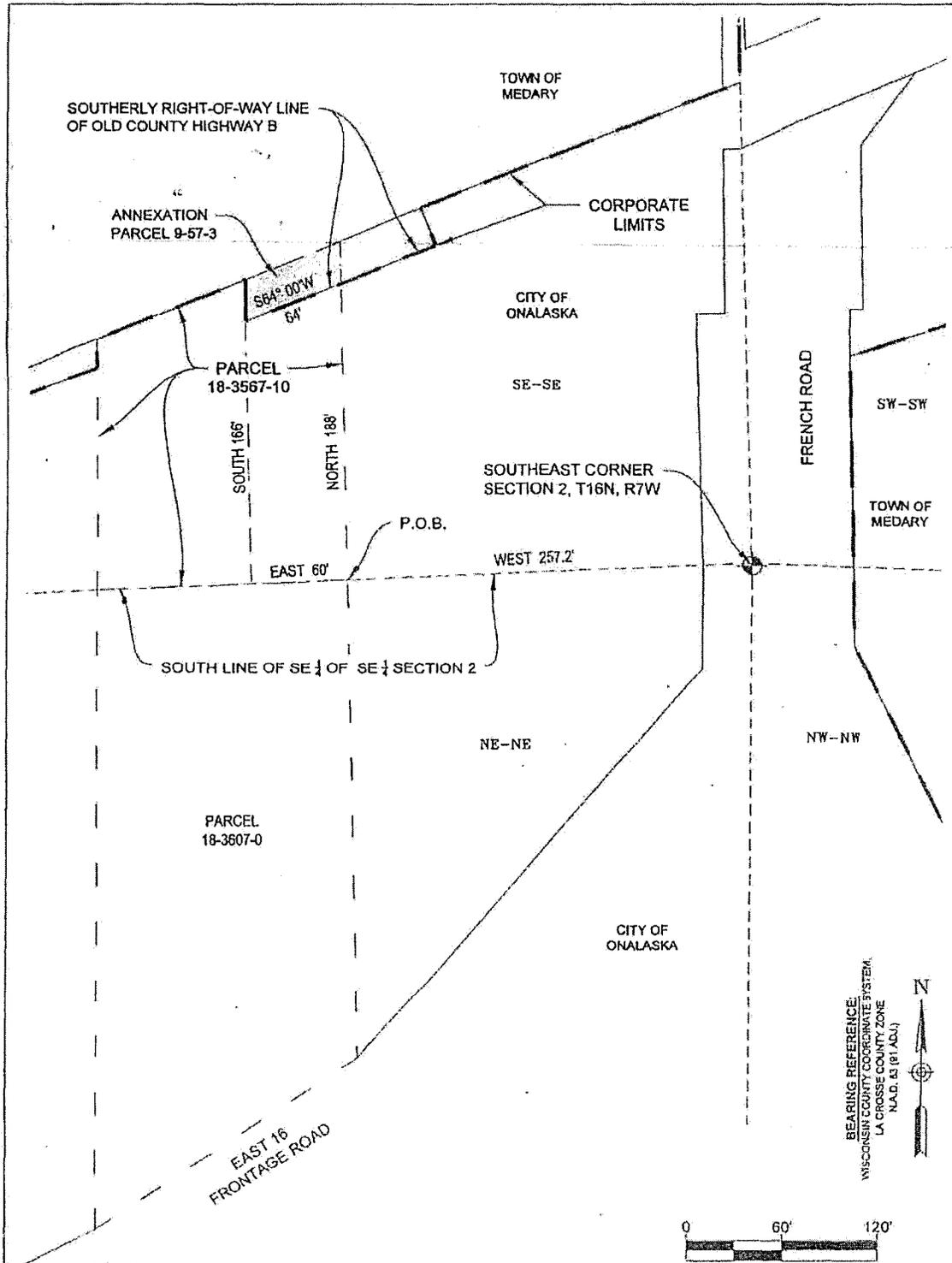
## EXHIBIT A

Part of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 2 Township 16 North of Range 7 West, being that part of the South  $\frac{1}{2}$  of vacated Old County Highway B, Town of Medary, La Crosse County, Wisconsin, lying North of and adjacent to the following described parcel:

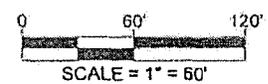
Commencing at the Southeast corner of said Section 2, thence West 257.2 feet to the point of beginning of this description; Thence North 188 feet to the Southerly right-of-way line of Old County Highway B; thence South 64 degrees 00 minutes West along the said southerly right-of-way line 64 feet; thence South 166 feet to the South line of said SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ , thence East 60 feet to the point of beginning.

Parcel contains approximately 0.03 Acres.

Subject to any easements, covenants and restrictions of record.



BEARING REFERENCE:  
 WISCONSIN COUNTY COORDINATE SYSTEM  
 LA CROSSE COUNTY ZONE  
 N.A.D. 83 (81 ADJ.)



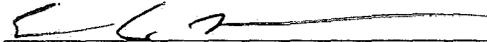
**Legal Description**  
 Part of the SE 1/4 of the SE 1/4 of Section 2 Township 16 North of Range 7 West, being that part of the South 1/2 of vacated Old County Highway B, Town of Medary, La Crosse County, Wisconsin, lying North of and adjacent to the following described parcel:  
 Commencing at the Southeast corner of said Section 2; thence West 257.2 feet to the point of beginning of this description; thence North 188 feet to the Southerly right-of-way line of Old County Highway B; thence South 64 degrees 00 minutes West along the said southerly right-of-way line 64 feet; thence South 166 feet to the South line of said SE 1/4 of the SE 1/4; thence East 60 feet to the point of beginning.  
 Parcel contains approximately 0.03 Acres.  
 Subject to any easements, covenants and restrictions of record.

		<b>DAVY ENGINEERING CO.</b> LA CROSSE, WISCONSIN	
<b>ANNEXATION PARCEL</b> <b>MAP WITH LEGAL DESCRIPTION</b> <b>BLP HOLDINGS LLC</b> <b>ONALASKA, WI</b>			
DATE 7/15/2019	NOTEBOOK NO 882B	PROJECT NUMBER 12116-001-020	SHEET 1 OF 1

**FISCAL IMPACT OF ORDINANCE 1654 – 2019**

Phillips Annexation – Highway 16 Frontage Road  
Eric Rindfleisch, Administrator

Please route in this order

  
\_\_\_\_\_  
(signature)

No Fiscal Impact

Budgeted Item

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

Jarrold Holter, City Engineer

  
\_\_\_\_\_  
(signature) **Kevin Schubert**  
Assistant City Engineer

No Fiscal Impact

Budgeted Item

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

Caitlin Hagar, GIS Analyst  
**check wards, districts and addressing**

  
\_\_\_\_\_  
(signature)

Wards, Districts and Addressing OK

~~Charles Ashbeck~~  
~~Troy Mitter~~, Chief of Police

  
\_\_\_\_\_  
(signature)

No Fiscal Impact

Budgeted Item

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

Fred Buehler, Financial Services Director

  
\_\_\_\_\_  
(signature) 9-17-19

No Fiscal Impact

Budgeted Item

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

## ORDINANCE NO. 1657 - 2019

**AN ORDINANCE TO CREATE CHAPTER 2 OF TITLE 16 OF THE CODE OF ORDINANCES OF  
THE CITY OF ONALASKA RELATING TO VACANT BUILDINGS**

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

SECTION I. Chapter 2 of Title 16 Property Maintenance and Vacant Building Code is hereby created as Follows:

**Title 16 Property Maintenance and Vacant Building Code****Chapter 02 Vacant Building Code**

---

**Division 1 Authority****16.02.11 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 "Code".

**16.02.12 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.

**16.02.13 Public Records**

- A. **Finding.** In addition to the purposes in 16.02.12 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 Wisconsin Statutes §§19.31 through 19.39, 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 such as that found by the City in this subsection A., 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

### 16.02.21 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 16.01.16.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.** "Good Repair" shall mean 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 Zoning Ordinance, 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; or
  - 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; or

- 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 Wis. Stat. Chapter 452.
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.** "Waste" shall mean garbage, ashes, rubbish and trash, but not of an earthy or construction nature.
  21. **Weeds.** "Weeds" or "Noxious Weeds" shall mean those weeds as set forth in Section 23.235, Wisconsin State Statutes.
- C. **Terms Defined Elsewhere.** Where terms are not defined in this Code 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.

#### 16.02.22 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 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 Code is found to be in conflict with a provision of the Unified Development Code 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 Unified Development Code. 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 Unified Development Code.
  - D. **Existing Remedies.** The provisions in this Code 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 Unified Development Code 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 Code 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 §101.121 of Wis. Stats.
  - F. **Referenced Statutes, Ordinances, Codes and Standards.** The Statutes, Ordinances, Codes and standards referenced in this Code shall be incorporated herein by reference and be a part of the requirements of this Code to the prescribed extent of each such reference, and include amendments, renumbering and successor acts.
  - G. **Requirements Not Covered By This Code.** 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 Code, shall be determined by the Code Official, subject to a right of appeal to the Board of Building Appeals.

#### 16.02.23 Severability

- A. If any provision of this Vacant Building Code 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 Vacant Building Code 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

#### 16.02.31 Code Official

- A. **Code Official.** The Code Official shall have the authority to exercise the powers and duties of the position specified in this Code. The Code Official shall administer and enforce this Code.
- 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 Code.
- 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 Code. 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 Code 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 Code.
- I. **Department Records.** The Inspecting Department is responsible for keeping official records of all business and activities of the Department specified in the provisions of this Code in accordance with State and City record keeping requirements.

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## Division 4 Regulation

### 16.02.41 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 Code for the period of time greater than allowed under 16.02.22, 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 Code.
- 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 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.

### 16.02.42 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 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 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 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 16.02.51.
      - 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 (\$100.00) Dollar administrative fee for processing and administering the special assessment shall be added to the special assessment against the benefited property.
      - iv. **Inspections Made Pursuant To A Special Inspection Warrant.** If any responsible party takes any action contrary to the Implied Consent given by the owner in Section 16.02.42.B.3.a.i, above, the owner hereby consents to the issuance of a Special Inspection Warrant by a judge of a court of competent jurisdiction, pursuant to Section 66.0119, Wisconsin Statutes, or any successor thereof. Any interior inspection made pursuant to a Special Inspection Warrant shall be deemed a reinspection for the purpose of imposition of fees pursuant to Section 16.02.51.
    - b. **Responsible Party Requests for Inspection.** Requests from responsible parties for inspections of buildings which are both subject to a Vacant Building Permit and are under the control of the requesting responsible party.
- C. Issuance of Orders to Repair.** The Code Official, upon inspection, shall issue orders to repair for work needed to:
1. Adequately protect the building from intrusion by trespassers and from deterioration by the weather in accordance with the Vacant Building Maintenance Standards set forth in this Code; and,
  2. Ensure that allowing the building to remain will not be detrimental to the public health, safety and welfare, will not unreasonably interfere with the reasonable and lawful use and enjoyment of other premises within the neighborhood, and will not pose an extraordinary hazard to police officers or

firefighters entering the premises in times of emergency. When issuing such orders, the Code Official shall specify the time for completion of the work. All work done pursuant to this Section shall be done in compliance with the applicable Building, Fire, Property Maintenance and Unified Development Code and Ordinances.

- D. **Issuance of Vacant Building Permit.** The Code Official shall issue a Vacant Building Permit upon being satisfied that the building has been inspected and is in compliance with the Vacant Building Maintenance Standards set forth in this Vacant Building Code, and is adequately protected from intrusion by trespassers and from deterioration by the weather. This Permit shall be effective for a period of three hundred sixty five (365) days.
- E. **Vacant Building Maintenance Standards.** A vacant building or structure shall be deemed adequately protected from intrusion by trespassers and from deterioration by the weather if it satisfies the following Vacant Building Maintenance Standards:
1. **Building Openings.** Doors, windows, areaways, and other openings shall be weathertight and secured against entry by birds, vermin and trespassers. Missing or broken glass in doors, windows and other such openings shall be repaired/replaced with glass. No building opening shall be boarded. All first floor or ground level windows, doors and openings shall be free of any posters, paper or fabric coverings.
  2. **Roofs.** The roof and flashings shall be sound and tight, not admit moisture, or have defects which might admit moisture, rain or roof draining; and, allow for drainage to prevent dampness or deterioration in the interior walls or interior of the building.
  3. **Drainage.** The building storm drainage system shall be functional and installed in an approved manner, and allow discharge in an approved manner.
  4. **Building Structure.** The building shall be maintained in good repair, structurally sound, and free from debris, rubbish and garbage. The building shall be maintained in a sanitary manner and in a manner that does not pose a threat to the public health, safety and welfare.
  5. **Structural Members.** The structural members shall be free of deterioration and capable of safely bearing imposed dead and live loads.
  6. **Foundation Walls.** The foundation walls shall be maintained structurally sound and in a sanitary condition so as not to pose a threat to the public health, safety and welfare, shall be capable of supporting the load which normal use may cause to be placed thereon, and shall be free from open cracks and breaks, free from leaks, and be animal and rat-proof.
  7. **Exterior Walls.** The exterior walls shall be free of holes, breaks, and loose or rotting materials. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay or rust by periodic applications of weather-coating materials, such as paint or similar surface treatment.
  8. **Decorative Features.** The cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be safe, anchored and in good repair. Exposed metal, wood or other surfaces shall be protected from the elements and against decay or rust by periodic applications of weather-coating materials, such as paint or similar surface treatment.
  9. **Overhanging Extensions.** All balconies, canopies, marquees, signs, metal awnings, stairways, fire escapes, standpipes, exhaust ducts and similar features shall be in good repair, anchored, safe and sound. Exposed metal and wood surfaces shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.
  10. **Chimneys and Towers.** Chimneys, cooling towers, smokestacks and similar appurtenances shall be structurally safe and in good repair. Exposed metal and wood surfaces shall be protected from the 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.

#### 16.02.43 Board of Building 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 Building 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 Building 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 Building Appeals shall be deemed perfected or shall be heard until the appellant shall pay an appeal fee of as set forth in the City's fee schedule.

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## Division 5 Enforcement

### 16.02.51 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 (7%) percent 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.

### 16.02.52 Penalties

- A. **Violation Penalties.** Any person who shall violate a provision of this Code shall, upon conviction, be subject to a forfeiture of not more than One Thousand (\$1,000.00) Dollars; 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 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 \_\_\_\_\_, 2019.

CITY OF ONALASKA

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

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

PASSED:

APPROVED:

PUBLISHED:

FISCAL IMPACT OF ORDINANCE 1657 – 2019

Please route in this order

Eric Rindfleisch, Administrator

[Signature]  
(signature)

No Fiscal Impact

Budgeted Item

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

Jarrod Holter, City Engineer

[Signature] 10-9-19  
(signature)

No Fiscal Impact

Budgeted Item

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

Charles Ashbeck, Chief of Police

[Signature] 10-9-19  
(signature)

No Fiscal Impact

Budgeted Item

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

Fred Buehler, Financial Services Director

[Signature] 10-9-19  
(signature)

No Fiscal Impact

Budgeted Item

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