

CITY OF ONALASKA MEETING NOTICE

COMMITTEE/BOARD: Administrative & Judiciary Committee

DATE OF MEETING: May 8, 2019 (Wednesday)

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

TIME OF MEETING: 6:00 P.M.

PURPOSE OF MEETING

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

Consideration and possible action on the following items:

Administrative

4. Approval of changing the date of the July 3, 2019 meeting to another date due to the 4th of July holiday
5. Approval of Operator's Licenses as listed on report dated May 8, 2019
6. Approval of amendment to Class B Liquor License for American Legion Post 336, 731 Sand Lake Road, Onalaska for June 14-15, 2019 for Onalaska Community Days to include outside grounds
7. Approval of variance to the noise ordinance for:
 - a. American Legion Post 336, 731 Sand Lake Road, Onalaska for June 14-15, 2019 for Onalaska Community Days until 11:30pm each evening
 - b. Onalaska Enhancement Foundation for Celebrate Onalaska for June 22, 2019 until 11:30pm
8. Request for Waiver to 7-1-23: Limitation on Number of Dogs and Cats for Melissa Delaney, 1823 Snowflake Place, Onalaska

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

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

NOTICES MAILED TO:

Mayor Joe Chilsen

Ald. Dan Stevens

Ald. Jim Olson

* Ald. Tom Smith - Vice Chair Admin & Chair Jud

* Ald. Diane Wulf - Chair Admin

Ald. Kim Smith

* Ald. Boondi Iyer – Vice Chair Jud

City Attorney Dept Heads City Administrator

La Crosse Tribune Coulee Courier

WXOW WKTY WLXR WKBT WLAX FOX

*Committee Members

Al Cagle, American Legion Commander

Christopher Matt, YMCA

Hilltopper Rotary

Onalaska Enhancement Foundation

Melissa Delaney

Howard Horman

Timothy Coorough

Diana Volden

Omni Center

Onalaska Public Library

Date Notices Mailed and Posted: 5/1/19

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

9. Approval of Special Events Permit for
 - a. Walk With Warriors, Saturday, June 15, 2019 from approximately 10-11am starting at YMCA, 400 Mason Street, Onalaska, WI
 - b. Memorial Day Parade for American Legion on May 27, 2019 from approx. 9:30-10am from the American Legion to Onalaska Cemetery
 - c. American Legion Legacy Scholarship Run on June 15, 2019 from approx. 10am – 4pm starting at La Crosse Area Harley-Davidson, 1116 Oak Forest Drive, Onalaska
 - d. Downtown Sound by the Onalaska Hilltopper Rotary on Tuesday evenings starting June 4, 2019 – August 27, 2019 from approx. 6-8pm
 - e. Celebrate Onalaska by Onalaska Enhancement Foundation, June 21 (approx. noon) thru June 23, 2019 (approx. 4pm) at Van Riper Park / Omni Center / JC Fields
 - f. Red Cedar Block Party, June 4, 2019 (rain date June 5, 2019) from 5-7:30pm closing Red Cedar Court between Riders Club Road and Grove Street
10. Approval of Beekeeping License for Clearwater Farm, 760 Green Coulee Road, Onalaska for May 15, 2019 – December 31, 2019
11. Approval of Fireworks Permits for Michael F. Callaway / R&M Enterprises, Inc. for Selling of fireworks from a tent located at East Towne Plaza, State Road 16, Onalaska from June 14, 2019 through July 6, 2019
12. Review and consideration of professional architecture services for Onalaska Cemetery Master Contract with Tribute Design Systems, LLC
13. Miscellaneous licensing reporting

Judiciary

14. **Ordinance 1636-2019** to amend Chapter 1 of Title 10, Section 15 of the Code of Ordinances of the City of Onalaska relating to controlled intersections designated (Third and Final Reading)
15. **Ordinance 1639-2019** to annex land located in the Northeast ¼ of the Northwest ¼ in Section 29, Township 17 North, Range 7 West from the Town of Onalaska to the City of Onalaska (Abbey Road Annexation) (Third and Final Reading)
16. **Ordinance 1640-2019** to amend Article E of Chapter 1 of Title 10 of the Code of Ordinances of the City of Onalaska Relating to Winter Alternate Parking (Third and Final Reading)
17. **Ordinance 1642-2019** to amend Section 14 of Chapter 3 of Title 2 of the Code of Ordinances of the City of Onalaska relating to the City Administrator (First and Second Reading)
18. **Ordinance 1643-2019** To amend Chapter 3 of Title 9, Section 3 of the Code of Ordinances of the City of Onalaska relating to Sewer User Charge Rates (North Abbey Road) (First and Second Reading)
19. **Ordinance 1644-2019** to amend Chapter 3 of Title 9, Section 4 of the Code of Ordinances of the City of Onalaska relating to Sewer User Charge Rates (Crestwood Lane)(First and Second Reading)
20. **Ordinance 1645-2019** to amend Section 27 of Chapter 1 of Title 10 of the Code of Ordinances of the City of Onalaska Relating to Parking Restrictions (6th Avenue North) (First and Second Reading)
21. **Ordinance 1646-2019** to amend Section 27 of Chapter 1 of Title 10 of the Code of Ordinances of the City of Onalaska Relating to Parking Restrictions (13th Avenue North) (First and Second Reading)
22. **Ordinance 1647-2019** to amend Section 3 of Chapter 1 of Title 2 of the Code of Ordinances of the City of Onalaska relating to the City Budget Hearing (First and Second Reading)

Adjournment



PACKET: 02787 License Packet Operators - May

SEQUENCE: License #

| ID | PERIOD | -----NAME----- | | LICENSE CODE |
|-------|------------------|----------------|-----------|----------------------------|
| 01405 | 7/01/19- 6/30/21 | HOOKER | JENNIFER | OPRATOR OPERATORS - 2 YEAR |
| 01485 | 7/01/19- 6/30/21 | BAIN | PATRICIA | OPRATOR OPERATORS - 2 YEAR |
| 01531 | 7/01/19- 6/30/21 | SOLAND | KARLA M | OPRATOR OPERATORS - 2 YEAR |
| 02408 | 7/01/19- 6/30/21 | BEHRINGER | NICHOLAS | OPRATOR OPERATORS - 2 YEAR |
| 02939 | 7/01/19- 6/30/21 | HELGERSON | CAROL | OPRATOR OPERATORS - 2 YEAR |
| 03110 | 7/01/19- 6/30/21 | KELLEY | SUE | OPRATOR OPERATORS - 2 YEAR |
| 03120 | 7/01/19- 6/30/21 | SUCHLA | ANTHONY | OPRATOR OPERATORS - 2 YEAR |
| 05195 | 7/01/19- 6/30/21 | JENNINGS | BRITTNEY | OPRATOR OPERATORS - 2 YEAR |
| 05207 | 7/01/19- 6/30/21 | KRUEGER | TARYN | OPRATOR OPERATORS - 2 YEAR |
| 05695 | 4/03/19- 6/30/20 | KEENEY | SCOTT | OPRATOR OPERATORS - 2 YEAR |
| 05697 | 4/05/19- 6/30/19 | EMMONS | CASSANDRA | OPRATOR OPERATORS - 1 YEAR |
| 05703 | 4/09/19- 6/30/20 | BURMESTER | KIARA | OPRATOR OPERATORS - 2 YEAR |
| 05710 | 4/16/19- 6/30/20 | MALIN | KEVIN | OPRATOR OPERATORS - 2 YEAR |
| 05712 | 4/16/19- 6/30/20 | HEROLD | BONNIE | OPRATOR OPERATORS - 2 YEAR |
| 05719 | 4/18/19- 6/30/20 | SWANSON | DELANE | OPRATOR OPERATORS - 2 YEAR |
| 05720 | 4/18/19- 6/30/20 | MILLER | CASEY | OPRATOR OPERATORS - 2 YEAR |
| 05722 | 4/18/19- 6/30/20 | FLOREY | LINDSAY | OPRATOR OPERATORS - 2 YEAR |
| 05726 | 4/23/19- 6/30/20 | SWANSON | DANIEL | OPRATOR OPERATORS - 2 YEAR |
| 05752 | 7/01/19- 6/30/21 | TROKAN-FOGEL | TANYA | OPRATOR OPERATORS - 2 YEAR |
| 05753 | 7/01/19- 6/30/20 | BOLTON | SABRINA | OPRATOR OPERATORS - 2 YEAR |
| 05766 | 5/07/19- 6/30/21 | HETLAND | BRYNN | OPRATOR OPERATORS - 2 YEAR |

Struck - Klandrud Post No. 336

American Legion

P.O. Box 326

Onalaska, Wisconsin

54650



#6 &

#7-a

March 2018

City of Onalaska

Judicial and Administrative Committee

We, the American Legion Family, are hosting our 12th annual "Onalaska Community Days" on Friday, June 14th and Saturday June 15th, 2018

At this time we are asking for a variance so that our bands on Friday and Saturday night may play at our refreshment tent until 11:30pm as well as a Liquor License Amendment. Your consideration and assistance is greatly appreciated.

Cordially,

A handwritten signature in black ink, appearing to read "Al Cagle".

Al Cagle, Commander

#7-b

Onalaska Enhancement Foundation

415 Main St, Onalaska, WI 54650 - (608) 781-9530 - Fax (608) 781-9535

The Onalaska Enhancement Foundation is requesting a Special Events Permit for "Celebrate Onalaska" which will be held Friday, June 21st, 2019 start at 12:00 P.M. through Sunday, June 23rd, 2019 at 3:30 P.M.

The committee is asking for a noise variance on Saturday evening to last until 11:30 p.m.

The event will consist of many different activities:

Youth Softball Tournament Friday 12:00pm to Sunday 3:30pm

Live Music & Entertainment played Saturday during the event.

A High School Volleyball tournament on Saturday from 8:00am – 5:00pm.

A Family Fun Zone Saturday from 4:00-9:00 pm.

This event will run in conjunction with Festival Foods "Celebrating the Fourth Fireworks". Festival Foods and La Crosse Skyrockers are responsible for obtaining permits and insurance for the fireworks.

If further information is needed, please contact Daniel Wick at (608) 392-0222 or dwick@cityofonalaska.com

Thank You.

Daniel D. Wick

April 29, 2019

Dear Common Council,

I am writing this letter in regards to a letter we received on April 10, 2019 addressing a violation of City Ordinance 7--1-23: **Limitation on Number of Dogs and Cats.**

I was not aware we were in any violation until I went to re-license my cats and dogs on April 1, 2019. I licensed my dogs and cats last year (2018) with no problem, so I was confused as to why they were telling me I was in violation a year later. I was given the explanation that their computer system was at fault as it didn't recognize my cats and dogs were at the same address because some were listed under Melissa Delaney and others under Todd and Melissa Delaney. I believe the system is still set up this way.

I currently have 3 dogs and 4 cats:

| | | |
|----------|-----|----------|
| Cookie | Dog | 13 years |
| Jeanie | Dog | 7 Years |
| Daisy | Dog | 3 years |
| Missy | Cat | 17 years |
| Madison | Cat | 8 years |
| Midnight | Cat | 11 years |
| Penny | Cat | 2 years |

Per the letter I received it states, I need to explain in a letter, what animals I have in my possession, how I plan to rectify the violation and/or request for a temporary waiver of this Ordinance.

As all my animals are family, I am requesting a temporary waiver of this Ordinance. Missy, my 17-year-old cat, is amazing and I can't believe she is still hanging in there. I don't believe she will be with us for much longer. For this reason I am asking for a temporary waiver. Also, Cookie my 13-year-old beagle is also up there in age and most likely won't be on this earth for much longer either.

I appreciate your sincere consideration regarding this most important matter. I apologize for being in violation, as that was never my intention.

Sincerely,

 608-779-9555

Melissa Delaney



City of Onalaska

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

April 10, 2019

Todd & Melissa Delaney
1823 Snowflake Pl
Onalaska, WI 54650-8228

Dear Mr. & Mrs. Delaney:

It has come to the attention of the City of Onalaska that you are in possession of 4 cats and 3 dogs which is a violation of City Ordinances.

Pursuant to City Ordinance 7-1-23: **Limitation on Number of Dogs and Cats.**

- (c) **Number Limited.** Under no circumstances shall any persons residing within any one residential unit or any one home located on any residentially zoned property or lot, own, harbor, board or keep in its possession more than four (4) dogs or four (4) cats, or a combined total of six (6) cats and dogs without the prior approval of the Common Council...

Sec. 7-1-24: **Penalties.**

- (a) Any person violating Section 7-1-23 shall be subject to a forfeiture of not less than Fifty Dollars (\$50.00) and not more than Two Hundred and Fifty Dollars (\$250.00). This Section shall also permit the City Attorney to apply to the court of competent jurisdiction for a temporary or permanent injunction restraining any person from violating any aspect of this Ordinance.

You will need to write a letter to the Common Council with an explanation including what animals you currently have in your possession, how you plan to rectify the violation and/or a request for a temporary waiver of this Ordinance. Your letter must be addressed to the City Clerk and received no later than April 30, 2019. If your letter is received by April 30, 2019, your request will go before the Administrative & Judiciary Committee on May 8, 2019 and the Common Council on May 14, 2019. I would strongly recommend your attendance at those meetings in the event any of the Committee members or Alderpersons would request further clarification. The Common Council is the only body with the authority to make the decision as to how this Ordinance violation will be remedied.

If your letter is not received by April 30, 2019 a citation will be issued pursuant to City Ordinances.

If you have any questions, please contact us at (608)781-9530.

Sincerely,

Caroline Burmaster
City Clerk

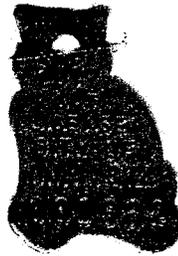
Missy



Madison



Medaught



Penny



License Year: 2019

DOG LICENSE

La Crosse County, WI

License expires 12/31/2019

Issuing Municipality: City of Onalaska
Treasurer: FRED BUEHLER
415 MAIN STREET ONALASKA WI 54650

Phone: 608-781-9530

Owner ID:
13549

Please correct street address & mailing address if the information shown is incorrect.

| | |
|--------------|----------------|
| Owner 1 DOB: | 9/29/1970 |
| Owner 2 DOB: | 9/22/1969 |
| Owner 1 DL#: | D4508017034901 |
| Owner 2 DL#: | D4505416984207 |
| Home Phone: | 779-9555 |
| Other Phone: | 317-0310 |

TODD DELANEY
MELISSA DELANEY
1823 SNOWFLAKE PL
ONALASKA WI 54650 -

TOTAL Animal count for this owner: 3

Street address where the animal is normally kept in the City of Onalaska
1823 SNOWFLAKE PL ONALASKA WI, 54650 -

Animal ID: 20648 Owner ID: 13549 Sex: Female - Spayed

TAG #: 8292 Issued: 4-1-19

Clinic: Sand Lake Vet Clinic

Proof of rabies vaccination: Rabies Vaccination Date: 3/21/2017

Animal Name: COOKIE Animal Color: TRI

Major Breed: BEAGLE Minor Breed: Other Breed:

Circle The Fee...

| | |
|------------------|----------------|
| MALE \$25.00 | FEMALE \$25.00 |
| NEUTERED \$14.00 | SPAYED \$14.00 |
| Other: | |
| TOTAL: | |

Expiration: 3/21/2020

Animal DOB: 03/2006

Street address where the animal is normally kept in the City of Onalaska
1823 SNOWFLAKE PL ONALASKA WI, 54650 -

Animal ID: 36851 Owner ID: 13549 Female - Spayed

TAG #: 8293 Issued: 4-1-19

Clinic: Sand Lake Vet Clinic

Proof of rabies vaccination: Rabies Vaccination Date: 5/11/2016

Animal Name: JEANIE Animal Color: BLUE & CREAM

Major Breed: BEAGLE Minor Breed: Other Breed:

Circle The Fee...

| | |
|------------------|----------------|
| MALE \$25.00 | FEMALE \$25.00 |
| NEUTERED \$14.00 | SPAYED \$14.00 |
| Other: | |
| TOTAL: | |

Expiration: 5/11/2019

Animal DOB: 05/2012

Street address where the animal is normally kept in the City of Onalaska
1823 SNOWFLAKE PL ONALASKA WI, 54650 -

Animal ID: 42293 Owner ID: 13549 Female - Spayed

TAG #: 8294 Issued: 4-1-19

Clinic: Other

Proof of rabies vaccination: Rabies Vaccination Date: 12/5/2016

Animal Name: DAISY Animal Color: TRI

Major Breed: BEAGLE Minor Breed: Other Breed:

Circle The Fee...

| | |
|------------------|----------------|
| MALE \$25.00 | FEMALE \$25.00 |
| NEUTERED \$14.00 | SPAYED \$14.00 |
| Other: | |
| TOTAL: | |

Expiration: 12/5/2019

Animal DOB: 01/2015

REC#: R0013956 4/1/2019 11:53 AM

TRAK 151 DOG LICENSES
UPPER COO TERM: 7
TKBY: CASH 00

8292 00.00
DOG LICENSES
100-4330
DOG LICENSES
100-00000
3.00
TODD DELANEY
MELISSA DELANEY
1823 SNOWFLAKE PL
ONALASKA WI 54650 -
Paid By: MELISSA DELANEY
CHK 2000 8169
APPLIED 98.00
TENDERED 98.00
CHANGE 0.00

CITY OF ONALASKA
REC#: R0013956 4/1/2019 11:53 AM

TKBY: CASH 00



CITY OF ONALASKA
 REC#: R00141425 4/8/2019 5:10 PM
 TRAN: 30 LICENSES
 OPER: C1 TERM: 1
 TKBY : CASH 01

#9-a

CITY OF ONALASKA

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

05702-06/15/19 LA CROSSE AREA FAMILY Y
 SPECIAL EVENT 500-999 350.00CR

Paid By: LA CROSSE AREA FAMILY YMC
 CC 357.00AUTH:518061 REF:LS

SPECIAL EVENT PERMIT APPLICATION

GENERAL EVENT INFORMATION

APPLIED 357.00
 TENDERED 357.00

Official Name of Special Event: Walk With Warriors CHANGE 0.00

Start Date: June 15th End Date: June 15th

| | MON | TUES | WED | THURS | FRI | SAT | SUN |
|---------|-----|------|-----|-------|-----|------|-----|
| Setup | | | | | | 0700 | |
| Start | | | | | | 1000 | |
| End | | | | | | 1100 | |
| Cleanup | | | | | | 1300 | |

Location of Event: Park/Public Property _____
 Public Street/Sidewalk/Alley/Right of Way _____
 Private Property 400 Mason St
 Other _____

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

Sand Lake, Quincy, East Ave, Troy st, Redwood St

Location of Event Parking: Onalaska American Legion, 731 Sand Lake Road

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:

- 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 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 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:
Onalaska Legion Activities Center.

Identify Who Will Cancel the Event if Necessary: (name, title, phone number, and e-mail)
Christopher Matt, R.W.Houser YMCA Wellness Director, 608-519-5489, cmatt@laxymca.org

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.

This is a free event for the community to bring awareness to veterans and community members suffering from mental health issues. We will walk 2.2 miles on city sidewalks to show solidarity and promote speaking with others about mental health. We will have mental health providers from the Y, Gunderson, Mayo and the VA available to speak with community members.

Organization(s) Sponsoring Event:

Name: La Crosse Area Family YMCA
Address: 400 Mason St
City: Onalaska State WI Zip 54650

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: Christopher Matt
Daytime Phone: 608-519-5489 Cell #: 608-354-6116
Email: Cmatt@laxymca.org
Address: 801 Silver Drive
City: Holmen State WI Zip 54636

Secondary Contact: Carl Klubertanz
Daytime Phone: 608-797-3341 Cell #: 608-797-3341
Email: CKlubertanz@laxymca.org
Address: 16220 Ridgview Dr
City: Galesville State WI Zip 54630

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:

Can we get the onalaska Police reserve to help us with start line traffic and traffic near 10th avenue and Redwood?

■ 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.

(Sign Name)

4/18/19

(Date)

Christopher

(Print Name)

Matt

Henzer Wellness Director

(Print Title with Organization)

Return Completed Applications To:

Cari Burmaster, City Clerk

415 Main Street, Onalaska, WI 54650

(W) 608.781.9530

(F) 608.781.9534

cburmaster@cityofonalaska.com



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

Special Event Name: Walk With Warriors

Special Event Location: Onalaska American Legion, 731 Sand Lake Road, Onalaska WI

Event Organizer(s):
La Crosse Area Family YMCA.

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

9/8/2019

(date)

(date)

Chris Matt

(signature)

City Clerk

Christopher Matt Wellness
(print name) (title) Director

. Mayor

Carl Klobertanz

(signature)

Carl Klobertanz Director of
(print name) (title) Facilities

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.

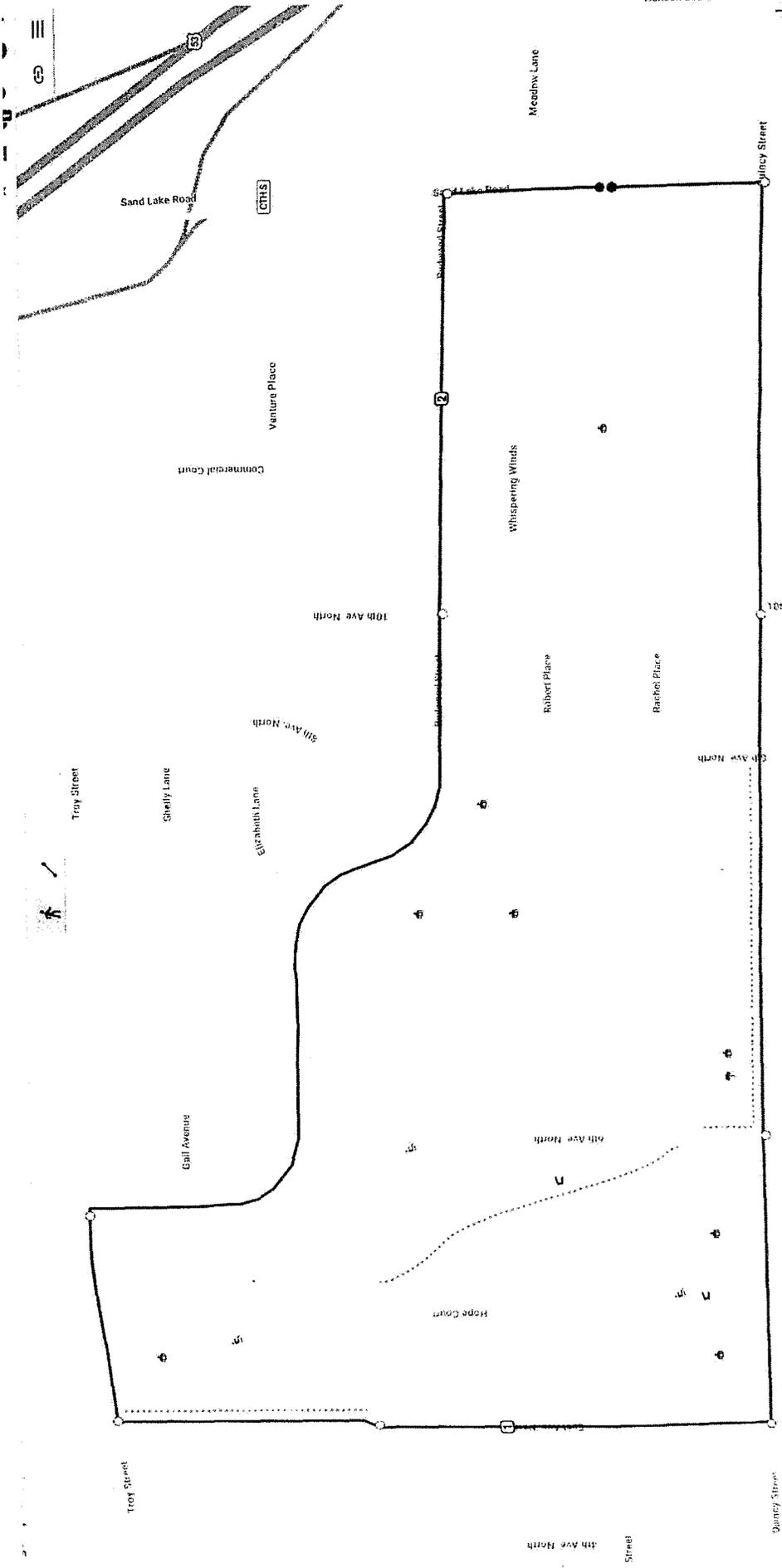
2. Business Automobile Coverage. Such coverage is required if motor vehicles are used in relation to and before, during or after the event. This requirement does not apply to cover personal vehicles used by attendees or event personnel to arrive or depart from the event. Coverage limits shall be no less 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 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 type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: <u>need COI ✓ OK</u> | Date: <u>4-10-19</u> |
| Fire Dept | <input checked="" type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: _____ | Date: <u>4-10-19</u> |
| Police Dept | <input checked="" type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: <u>Must coordinate with Sgt. Berg at least 3 wks prior to event for any traffic control needs.</u> | Date: <u>4-10-19</u> <i>(initials)</i> |
| Public Works | <input checked="" type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: _____ | Date: <u>9/14 4-10-19</u> |
| Planning | <input checked="" type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: <u>obtain Comm. Event Temp Sign Permit Approved for signage prior 2 event</u> | Date: <u>4/10/19</u> <i>(initials)</i> |
| Parks & Rec | <input checked="" type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: _____ | Date: <u>4/10/19</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>7/1/19</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: | <u>05702</u> | | | |



2.21 mi

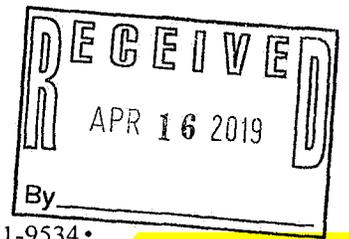
11th
 Warnings - Route Data Map Data & Shape Files & OpenStreetMap contributors Reports & Help

118



CITY OF ONALASKA

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



#9-b

SPECIAL EVENT PERMIT APPLICATION GENERAL EVENT INFORMATION

Official Name of Special Event: MEMORIAL DAY PARADE

Start Date: 27 MAY 2019

End Date: 27 MAY 2019

| | MON | TUES | WED | THURS | FRI | SAT | SUN |
|---------|-------|------|-----|-------|-----|-----|-----|
| Setup | 8:45 | | | | | | |
| Start | 9:30 | | | | | | |
| End | 10:00 | | | | | | |
| Cleanup | | | | | | | |

- Location of Event:
- Park/Public Property _____
 - 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:
SAND LAKE RD AND 12TH AVE S.

Location of Event Parking: STREET & CEMETARY

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:

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

In the Event of Severe Weather:

Open and Available Shelter Locations Will Include:

ONALASKA LEGION POST 336 ACTIVITY CENTER

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

AL CAGLE, COMMANDER 608-783-3300 ONALASKALEGION@GMAIL.COM

Public Safety Site Plan:

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

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

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

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

Organization(s) Sponsoring Event:

Name: ONALASKA AMERICAN LEGION Post 336

Address: 731 SAND LAKE RD PO BOX 326

City: ONALASKA State WI Zip 54650

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: AL CAGLE

Daytime Phone: _____ Cell #: 608-790-5481

Email: ONALASKALEGION@GMAIL.COM

Address W8008 PRAIRIE MEADOWS ST

City: HORNED State WI Zip 54636

Secondary Contact: JIM BINASH

Daytime Phone: _____ Cell #: 608-769-0494

Email: JBINASH2562@CHARTER.NET

Address 731 SAND LAKE RD

City: ONALASKA State WI Zip 54650

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.

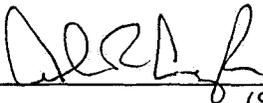
I have reviewed and understand the City's Insurance Requirements for Special Events as described in this document.

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.



(Sign Name)

4/16/19

(Date)

ALAN R. CAGLE

(Print Name)

COMMANDER

(Print Title with Organization)

Return Completed Applications To:

Cari Burmaster, City Clerk

415 Main Street, Onalaska, WI 54650

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



CITY OF ONALASKA

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

Special Event Name: MEMORIAL DAY PARADE

Special Event Location: ONALASKA CEMETARY

Event Organizer(s): ONALASKA AMERICAN LEGION POST 336

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.

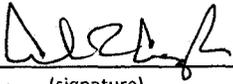
EVENT ORGANIZER

CITY OF ONALASKA

4/16/19

(date)

(date)



(signature)

Caroline Burmaster, City Clerk

ALAN R EAGLE COMMANDER

(print name)

(title)

Joe Chilsen, 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.

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>4-16-19</u> |
| Fire Dept | <input checked="" type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: _____ | Date: <u>4-17-19</u> |
| Police Dept | <input checked="" type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: <u>MUST CONTACT SGT. BERRY 30 DAYS MINIMUM PRIOR TO EVENT FOR TRAFFIC CONTROL NEEDS.</u> | Date: <u>4-17-19</u> |
| Public Works | <input checked="" type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: _____ | Date: <u>4-17-19</u> |
| Planning | <input checked="" type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: _____ | Date: <u>4-17-19</u> |
| Parks & Rec | <input checked="" type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: _____ | Date: <u>4/17/19</u> |
| Site Diagram Sketch Attached: | <input type="checkbox"/> YES | <input type="checkbox"/> NO | | Date: _____ |

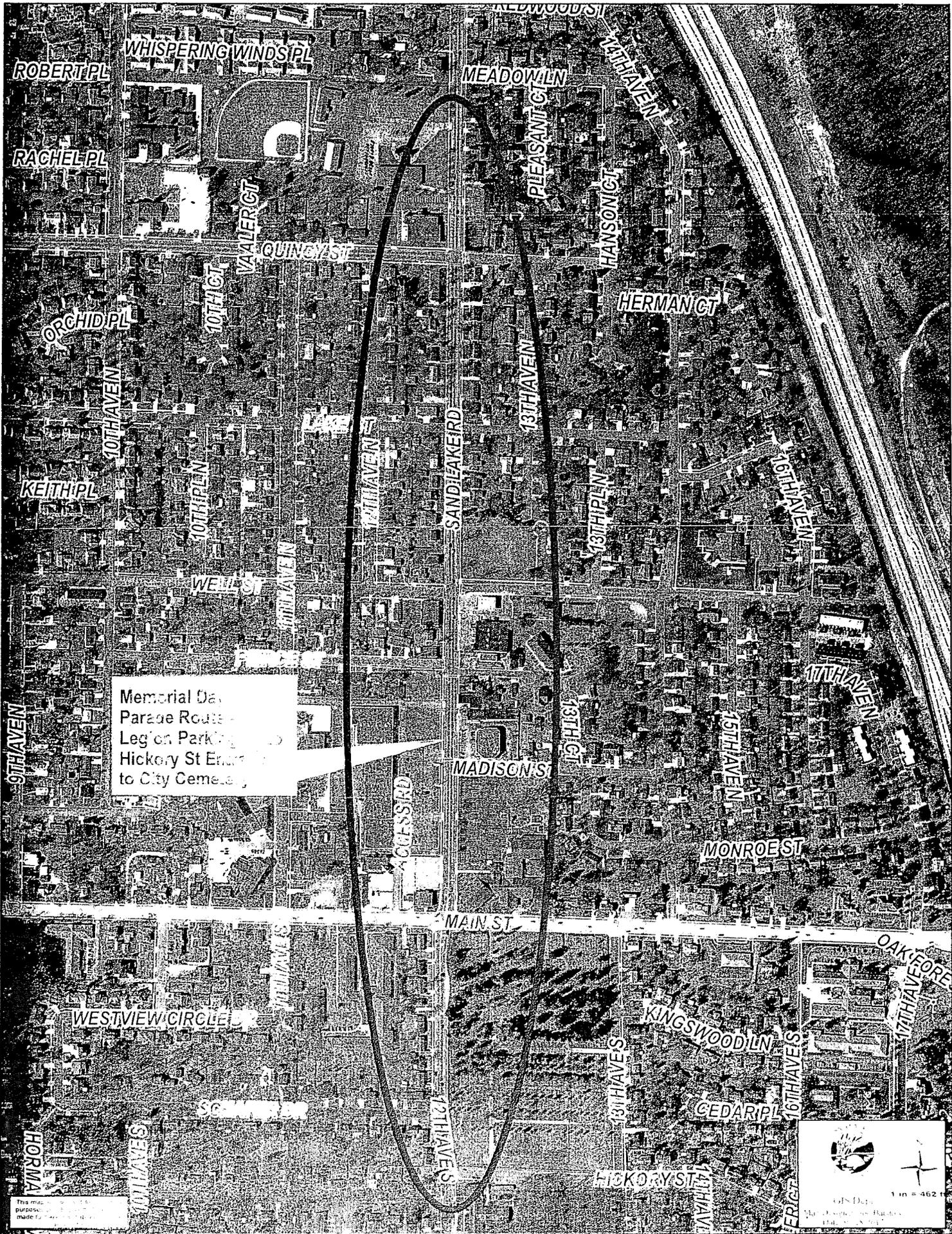
GIS Dept. Map Prepared: ____/____/____

Insurance Required: YES NO Certificate of Insurance on File: YES NO COI Expires: 2/5/19

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

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

License No: _____



Memorial Day
Parade Route
Legion Park to
Hickory St Entrance
to City Cemetery

This map is for informational purposes only. It is not intended to be used for legal or financial purposes. All rights reserved.



CITY OF DENVER
1 in = 462 ft
Map of the City of Denver
Planning Department

#9-c



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: American Legion Legacy Scholarship Run

Start Date: June 15, 2019

End Date: June 15, 2019

Table with 8 columns (MON-SUN) and 4 rows (Setup, Start, End, Cleanup) showing event timing.

Location of Event: [] Park/Public Property
[] Public Street/Sidewalk/Alley/Right of Way
12th Ave So / Sand Lake Road
[] Private Property La Crosse Area Harley Davidson
[] Other American Legion Post 336

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

12th Ave So, Main Street, Sand Lake Road, Riders Club Road

Location of Event Parking: La Crosse Area Harley Davidson, American Legion Post 336

Estimated Attendance Per Day:

[] 0-299 [] 300-499 [] 500-999 [] 1,000-4999 [] 5,000+

Estimated Attendance Entire Event:

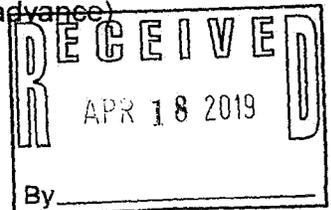
[] 0-299 [] 300-499 [] 500-999 [] 1,000-4999 [] 5,000+

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 type="checkbox"/> Run / Walk Greater than 5K | <input type="checkbox"/> March Utilizing Public Property |
| <input type="checkbox"/> Public Assembly (For political purposes) | <input type="checkbox"/> Sport (fishing, soccer, etc.) |
| <input checked="" type="checkbox"/> Other <u>Led Motorcycle Ride</u> | |

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 checked="" 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 checked="" 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 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:

- Restrooms & Hand Washing
- Event Insurance
- Fire Extinguishers
- Drinking Water
- Weather Contingencies
- Tent Heating
- Public Safety / EMS Services
- Advertising Banners/ / Signs
- Grey Water & Grease Removal
- LP Gas

In the Event of Severe Weather:

Open and Available Shelter Locations Will Include:

La Crosse Area Harley Davidson, American Legion Post 336

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

Howard Horman, Jr., District President, 608-792-2619, hlhormanjr@gmail.com

Tim Hyma, District Vice President, 608-387-1941, timhyma@yahoo.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.

This will be a led motorcycle ride departing La Crosse Harley at 10:00am, proceeding north on 12th Ave through Main St, onto Sand Lake Rd through Rider's Club Rd and onto CTH S. Request Police traffic control at 10:00am departure time at La Crosse Harley on 12th Ave So, the intersection at 12th Ave & Main Street, and Sand Lake Rd & Rider's Club Rd.

Request Police Traffic Control at intersection of CTH S & Sand Lake Rd and at traffic circle intersection of Sand Lake Rd & Rider's Club Rd at 4:00pm for return to American Legion Post 336.

Organization(s) Sponsoring Event:

Name: American Legion Riders of Wisconsin, District Seven

Address: N7162 Erann Ct

City: Holmen State WI Zip 54636

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: Howard Horman, Jr

Daytime Phone: _____ Cell #: 608-792-2619

Email: hlhormanjr@gmail.com

Address N7162 Erann Ct

City: Holmen State WI Zip 54636

Secondary Contact: Tim Hyma

Daytime Phone: _____ Cell #: 608-387-1941

Email: timhyma@yahoo.com

Address 9672 Idell Ave

City: Sparta State WI Zip 54656

EMERGENCY CONTACT INFORMATION

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

- | | |
|--|---|
| <input type="checkbox"/> Contacting Local Police and Fire Services | <input type="checkbox"/> Onsite PA System |
| <input type="checkbox"/> Local Radio Station | <input checked="" type="checkbox"/> Word of Mouth |
| <input type="checkbox"/> 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.

| <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.

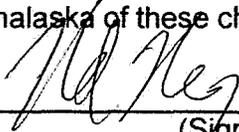
I have reviewed and understand the City's Insurance Requirements for Special Events as described in this document.

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.



(Sign Name)

4/17/19

(Date)

HOWARD C. HORNUM JR

(Print Name)

PRESIDENT

(Print Title with Organization)

Return Completed Applications To:

Cari Burmaster, City Clerk

415 Main Street, Onalaska, WI 54650

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



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

Special Event Name: American Legion Legacy Scholarship Run

Special Event Location: Onalaska, WI

Event Organizer(s):
American Legion Riders of Wisconsin, District Seven

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

4/17/19

(date)

(date)

[Handwritten Signature]

(signature)

City Clerk

Howard C. Howard JR. PRESIDENT

(print name)

(title)

Mayor

[Handwritten Signature]

(signature)

Tim Hyman

(print name)

C.P.

(title)



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 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 type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: <u>current LOI coming</u> | Date: <u>4-19-19</u> |
| Fire Dept | <input checked="" type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: _____ | Date: <u>4-19-19</u> |
| Police Dept | <input checked="" type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: <u>Must coordinate with Sgt. Berg at least 3 wks prior to event for any traffic control needs.</u> <i>OK</i> | Date: <u>4-22-19</u> <i>(AM)</i> |
| Public Works | <input checked="" type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: _____ | Date: <u>4-25-19</u> <i>JK</i> |
| Planning | <input checked="" type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: <u>Obtain Community Event Tent Sign Permit prior to installing signage.</u> | Date: <u>4-25-19</u> <i>KA</i> |
| Parks & Rec | <input checked="" type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: _____ | Date: <u>4/25/19</u> <i>JK</i> |

Site Diagram Sketch Attached: YES NO

GIS Dept. Map Prepared: ____/____/____

Insurance Required: YES NO Certificate of Insurance on File: YES NO COI Expires: 2/5/19

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

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

License No: _____



AMERICAN LEGION RIDERS DISTRICT 7

LEGACY RUN

SATURDAY JUNE 15TH

KICKSTANDS UP AT 10AM

REGISTER DAY OF RIDE AT 8AM

AT

LA CROSSE AREA HARLEY-DAVIDSON

\$30 Rider

\$20 Passenger

Touring the Coulee Region with stops in



Burr Oak

Sparta



Black River Falls

Millston



Benefiting the American Legion Legacy Scholarship Fund

The American Legion's Legacy Scholarship Fund provides college scholarship money to children of post-9/11 veterans who died on active duty or have a combined VA disability rating of 50 percent or greater.

LegacyRun.District7@gmail.com

RETURNING AT 4 PM

The Golf Club at Cedar Creek

U.S. Highway 53

Sand Lake Road

35

Riders Club Rd

East Ave N

35

Quincy St

35

Onalaska

Main St

Coulee Golf Club

12 AVENUE

MAIN ST

12th Ave S

LIGHTS AND MAIN ST
12 AVENUE

12th Ave S

12 AVENUE AND WILSON

12th Ave S

4 WAY STOP

STARTING PT.

oak forest

LAX

12

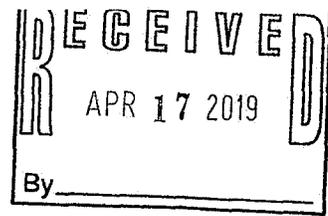
HARVEY DAVIDSON

LEAVING AT 10 AM



CITY OF ONALASKA

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



#9-d

SPECIAL EVENT PERMIT APPLICATION GENERAL EVENT INFORMATION

Official Name of Special Event: Onalaska Hilltopper Rotary presents Downtown Sound

Start Date: June 4, 2019

End Date: August 27, 2019

| | MON | TUES | WED | THURS | FRI | SAT | SUN |
|---------|-----|--------|-----|-------|-----|-----|-----|
| Setup | | 4:00pm | | | | | |
| Start | | 6:00pm | | | | | |
| End | | 8:00pm | | | | | |
| Cleanup | | 8:30pm | | | | | |

Location of Event: Park/Public Property Dash-Park
 Public Street/Sidewalk/Alley/Right of Way
Expect heavier parking and foot traffic in area around Dash-Park during the event
 Private Property _____
 Other _____

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

Heavier foot traffic and parking expected at GRL lot, 3rd ave N. & S. near Dash-Park and 100-300 blocks of Main Street. Do not need to close any streets affected

Location of Event Parking: Dash-Park

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:

- 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 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 |

Organization(s) Sponsoring Event:

Name: Onalaska Hilltopper Rotary Club

Address: _____

City: Onalaska State WI Zip 54650

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: Dan Stevens

Daytime Phone: 608-781-1770 Cell #: 608-498-1973

Email: dan.stevens@stonebridgecreditinc.com

Address: 1708 Jennifer Ct.

City: Onalaksa State WI Zip 54650

Secondary Contact: Brad Johnson

Daytime Phone: 608-386-4833 Cell #: 608-386-4833

Email: bradj70@gmail.com

Address: 5110 Grandwood Place W

City: La Crosse State _____ Zip 54601

Arrangements Have Been Made For:

- | | |
|---|--|
| <input type="checkbox"/> Restrooms & Hand Washing | <input type="checkbox"/> Tent Heating |
| <input checked="" type="checkbox"/> Event Insurance | <input type="checkbox"/> Public Safety / EMS Services |
| <input type="checkbox"/> Fire Extinguishers | <input checked="" type="checkbox"/> Advertising Banners/ / Signs |
| <input 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:

In the event of Severe weather, the event will be cancelled or rescheduled

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

Dan Stevens 608-498-1973 608-781-1770

Brad Johnson 608-386-4833 Jessica Himmer 608-385-1491

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.

| | |
|--|--|
| <ul style="list-style-type: none">Booths, stages and event structures | <ul style="list-style-type: none">Security Staff |
| <ul style="list-style-type: none">First Aid Station(s) | <ul style="list-style-type: none"> |
| <ul style="list-style-type: none">Information / Ticket Booths | <ul style="list-style-type: none">Emergency Contact Event Personnel |
| <ul style="list-style-type: none">FencesTents | <ul style="list-style-type: none">Assembly Area & Approximate Occupant Amounts |
| <ul style="list-style-type: none">Boundaries of the Event | <ul style="list-style-type: none">Event Parking |
| <ul style="list-style-type: none">Exits & Gates (gates must be numbered) | <ul style="list-style-type: none">Barricades |
| <ul style="list-style-type: none">Fire Extinguishers | <ul style="list-style-type: none">Generators |
| <ul style="list-style-type: none">Severe Weather Shelters | <ul style="list-style-type: none">Temporary Roadways |
| <ul style="list-style-type: none">Fire / EMS access Road | <ul style="list-style-type: none">Signed detour route per MUTCD |

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

Musical performers will provide their own sound equipment.

OHRC will pick up refuse after the event.

Event goals : Cultural enrichment for Onalaska, fundraising for Great River Landing Sculpture and collection point for Onalaska Emergency Food Basket.

Performance to operate Tuesday Nights in June, July & August from 6-8pm. Some set up likely to occur in the few hours prior to show.

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 type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: <u>need COI for ending date</u> | Date: <u>4-16-19</u> |
| Fire Dept | <input type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: _____ | Date: <u>4-17-19</u> |
| Police Dept | <input checked="" type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: _____ | Date: <u>4-19-19</u> <i>(initials)</i> |
| Public Works | <input checked="" type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: _____ | Date: <u>4-22-19</u> <i>(initials)</i> |
| Planning | <input checked="" type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: _____ | Date: <u>4/23/19</u> <i>(initials)</i> |
| Parks & Rec | <input checked="" type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: _____ | Date: <u>4/23/19</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>7 / 1 / 2019</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: | _____ | | | |

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.

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 Social Media
- 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 (c) 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.

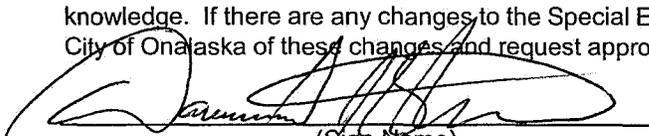
I have reviewed and understand the City's Insurance Requirements for Special Events as described in this document.

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.



(Sign Name)

April 17, 2019
(Date)

Daniel J. Stevens

(Print Name)

(Print Title with Organization)

Return Completed Applications To:

Cari Burmaster, City Clerk

415 Main Street, Onalaska, WI 54650

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



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

Special Event Name: Downtown Sound

Special Event Location: Dash-Park

Event Organizer(s):
Onalaska Hilltopper Rotary Club

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.

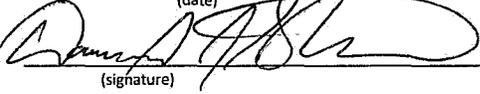
EVENT ORGANIZER

CITY OF ONALASKA

April 17, 2019

(date)

(date)



(signature)

City Clerk

Dan Stevens

(print name) (title)

Mayor

(signature)

(print name) (title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/5/2019

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

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

| | | |
|--|--|------------------------------------|
| PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008 | CONTACT NAME: Ali Sulita PHONE (A/C No., Ext): 1-833-3ROTARY E-MAIL ADDRESS: rotary@ajg.com | FAX (A/C No.): 630-285-4062 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED All Active US Rotary Clubs & Districts Onalaska Hilltopper Rotary Club ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698 | INSURER A : Lexington Insurance Company | NAIC # 19437 |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

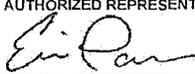
COVERAGES **CERTIFICATE NUMBER: 899307648** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 015375594 | 7/1/2018 | 7/1/2019 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 015375594 | 7/1/2018 | 7/1/2019 | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ | | | NOT APPLICABLE | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | NOT APPLICABLE | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

The Certificate holder is included as additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

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



#9-e

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: Celebrate Onalaska

Start Date: June 21st

End Date: June 23rd

| | MON | TUES | WED | THURS | FRI | SAT | SUN |
|---------|-----|------|-----|-------|---------|-----|--------|
| Setup | | | | | 10:00am | | |
| Start | | | | | noon | | |
| End | | | | | | | 4:00pm |
| Cleanup | | | | | | | |

Location of Event: Park/Public Property Van Ripper Park/Omni Center/JC Fields
 Public Street/Sidewalk/Alley/Right of Way

Private Property 415 Main Street
 Other _____

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

Location of Event Parking: Van Ripper Park, School District Property

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 checked="" 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 type="checkbox"/> Run / Walk Greater than 5K | <input type="checkbox"/> March Utilizing Public Property |
| <input type="checkbox"/> Public Assembly (For political purposes) | <input checked="" type="checkbox"/> Sport (fishing, soccer, etc.) |
| <input type="checkbox"/> Other _____ | |

Event Will Have:

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

Permit & Other Requirements:

| | |
|--|--|
| <input checked="" type="checkbox"/> Alcohol will be served, sold, raffled, etc. | Class B Permit |
| <input checked="" type="checkbox"/> Food & Non Alcoholic Beverages | Health Permit |
| <input checked="" 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 checked="" type="checkbox"/> Fireworks | Fire Dept. |
| <input checked="" 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 checked="" type="checkbox"/> Cooking Equipment | Fire Dept. |
| <input type="checkbox"/> Solid Waste & Recycling | Disposal Containers & Haul Away |

Arrangements Have Been Made For:

- Restrooms & Hand Washing
- Event Insurance
- Fire Extinguishers
- Drinking Water
- Weather Contingencies
- Tent Heating
- Public Safety / EMS Services
- Advertising Banners / / Signs
- Grey Water & Grease Removal
- LP Gas

In the Event of Severe Weather:

Open and Available Shelter Locations Will Include:

Omni Center, Van Riper Park

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

Daniel Wick - overall event, event coordinator - 608-769-7254

Brian Stenzel – Festival Foods Fireworks

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: Onalaska Enhancement Foundation

Address: 415 Main Street

City: Onalaska State WI Zip 54660

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: Daniel Wick

Daytime Phone: 608-769-7254 Cell #: 608-769-7254

Email: dwick@cityofonalaska.com

Address 415 Main Street

City: Onalaska State WI Zip 54650

Secondary Contact: Erik Sjolander

Daytime Phone: _____ Cell #: _____

Email: erik.sjolander@gmail.com

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
- Local Radio Station
- Other Various social media options
- 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.

4/18/2019

(Sign Name)

(Date)

Daniel D. Wick

Coordinator

(Print Name)

(Print Title with Organization)

Return Completed Applications To:

Cari Burmaster, City Clerk

415 Main Street, Onalaska, WI 54650

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



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

Special Event Name: Celebrate Onalaska

Special Event Location: Van Riper Park

Event Organizer(s):
Daniel D. Wick

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

4/18/2019

(date)

(date)

(signature)

City Clerk

Daniel D. Wick

Coordinator

(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.

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 type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: _____ | Date: <u>4-19-19</u> |
| Fire Dept | <input checked="" type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: _____ | Date: <u>4-19-19</u> |
| Police Dept | <input checked="" type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: Must coordinate with Sgt. Berg at least 4 wks prior to event for any traffic control/ security needs. DD | Date: <u>4-22-19</u> <i>OM</i> |
| Public Works | <input checked="" type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: _____ | Date: <u>4-26-19</u> <i>SC</i> |
| Planning | <input type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: Obtain Community Event Sign permit prior to installing signage. Obtain Tent permit from Inspection Dept. | Date: <u>4-25-19</u> <i>KT</i> |
| Parks & Rec | <input checked="" type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: _____ | Date: <u>4/25/19</u> |
| Site Diagram Sketch Attached: | <input type="checkbox"/> YES <input type="checkbox"/> NO | | | Date: _____ |
| GIS Dept. | Map Prepared: ____/____/____ | | | |
| Insurance Required: | <input type="checkbox"/> YES | <input type="checkbox"/> NO | Certificate of Insurance on File: <input type="checkbox"/> YES <input type="checkbox"/> NO | COI Expires: ____/____/____ |
| Special Class B License Required: | <input type="checkbox"/> YES | <input type="checkbox"/> NO | Date of Special Class B Application: ____/____/____ | |
| Approved By A&J: | ____/____/____ | | Date License Issued: ____/____/____ | |
| License No: | _____ | | | |

Celebrate Onalaska Public Safety Site Plan

Attached to the original permit is mapping that consist of both days of the event. Regarding the Public Safety Site Plan the following applies directly from the permit packet;

Booths, stages and event structures:

There will be two locations where drink tickets can be sold. Friday night will be out of the overhang of the Omni Center on the west side. Volunteer staff will be on hand to sale the tickets. On Saturday tickets can be bought on the East side of the Omni Center where the bar will be set up on the outside of the Main East entrance. Previously we have had private security on site, mainly in the area of the ticket sales. One of their primary responsibilities is to secure the wrist bands. This is still a possibility for this year's event. Omni Center staff will be on hand the entire time the stage is in use.

There will be two stages for this event. The first stage will be used Friday night on the west side of the Omni Center. This stage will be a smaller stage that belongs to the Omni Center. City staff will assemble that stage. The second stage will be on the school district grounds. This is a larger stage (24 x 40 I believe). This stage is provided by Vic Ferrari who provides the personnel to have it professionally set up. This stage has a large canopy. I know from talking to the stage staff at last year's event, they have protocol in place for inclement weather. Vic's crew will be on hand the entire time that the stage is being used.

The only other structures erected will be a couple of tents on the school district property. All tents will be rated for fire retardant material that will meet the expectations of the fire department. We will be using the same company and style of tents from the first two years of the event.

First Aid Station (s)

For both Friday and Saturday, the La Crosse County Emergency Services bus will be on hand to serve as a central operating location. On board, there is a first aid kit. Omni Center staff will be on hand during the majority of the event with first aid kits available inside the Omni Center. Unless Tri-State uses Celebrate Onalaska as a central staging area (which is possible) there will be no first aid stations on site until the immediate hours leading up to the fireworks.

Tickets Booths

This was covered under booths above

Fences/Tents

There will be no fencing constructed and tents were discussed under event structures.

Boundaries of the event

The boundaries of the event will be the Omni Center and School District properties adjacent to the Omni Center property.

Exits & Gates

There are no gates or primary entrance and exit locations. After the fireworks, the Onalaska Police Department will be on hand to conduct traffic control to assure the flow of the vehicle leaving the fireworks.

Fire Extinguishers

There will be fire extinguishers located on the La Crosse County Emergency Services bus, in the Omni Center, in any police car on grounds and the fire department will be on hand leading up to the fireworks.

Severe Weather Shelters

The Omni Center will serve this purpose

Fire/EMS

This has already been addressed in this document.

Security Staff

This has already been addressed in this document

Emergency Contact Event Personnel

There will be both personnel from the event and Omni Center on site the entirety of the event. Celebrate Onalaska staff where shirts identifying them as such as does Omni Center staff. The Celebrate Onalaska event coordinators (Dan Wick/Erik Sjolander) will be on hand the entirety of the event. Dan's cell phone number is (608-769-7254).

Assembly Area & Approximate Occupant Amounts

The Omni Center grounds and School District Property will be the main assembly areas. During the entirety of the event we expect between 3,000-5,000 people attending.

Event Parking

The Omni Center parking lots, School District Parking lots and surrounding streets will serve as event parking.

Barricades

None needed.

Generators

There will be 2 generators on hand for the event. Two will be by the main stage and one will be on the Omni Center side for the Blue Moon Friday Night Fish Fry.

Temporary Roadways

There will be no temporary roadways

Signed detours

None Needed



#9-f

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: Red Cedar CT Block Party

Start Date: Tues June 4
Rain date Wed. June 5

End Date: Tues June 4
Wed. June 5

| | MON | TUES | WED ^{Rain date} | THURS | FRI | SAT | SUN |
|---------|-----|--------|--------------------------|-------|-----|-----|-----|
| Setup | | 4:30pm | 4:30pm | | | | |
| Start | | 5:00 " | 5:00 " | | | | |
| End | | 8:00 " | 8:00 " | | | | |
| Cleanup | | 8:30 " | 8:30 " | | | | |

- Location of Event:
- Park/Public Property _____
 - Public Street/Sidewalk/Alley/Right of Way
Red Cedar CT between Riders Club Rd + Grove St.
 - Private Property _____
 - Other _____

Please List Streets (and include map) That May be Closed or Otherwise Affected by the Event:
Red Cedar CT between Riders Club Rd + Grove St. Map included

Location of Event Parking: NA

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

Event Will Have:

- | | |
|---|---|
| <input type="checkbox"/> Bounce House | <input type="checkbox"/> Bungee Jump |
| <input type="checkbox"/> Rock Wall | <input type="checkbox"/> Dunk Tank |
| <input 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 | <u>none</u> |

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 <i>Pot luck to share + Bring your own beverage</i> |
| <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 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 type="checkbox"/> Restrooms & Hand Washing | <input type="checkbox"/> Tent Heating |
| <input type="checkbox"/> Event Insurance | <input type="checkbox"/> Public Safety / EMS Services |
| <input type="checkbox"/> Fire Extinguishers | <input type="checkbox"/> Advertising Banners / Signs |
| <input type="checkbox"/> Drinking Water | <input type="checkbox"/> Grey Water & Grease Removal |
| <input type="checkbox"/> Weather Contingencies | <input type="checkbox"/> LP Gas |

In the Event of Severe Weather:

Open and Available Shelter Locations Will Include: Go to private garages.

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

Diana Volden - Organizer
608-632-2354 dvolden@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.

This is a local block party for home owners that reside on Red Cedar CT (16 homes total) between Riders Club Rd and Grove St. Neither Riders Club Rd or Grove St. will be blocked. We will be using Red Cedar CT to put up our tables for food, etc, place our lawn chairs and a variety of games.

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: _____ N/A _____

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.

Diana Volden
(Sign Name)

4/29/19
(Date)

Diana Volden
(Print Name)

Organizer
(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

Organization(s) Sponsoring Event:

Name: N/A

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.

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: Diana Volden

Daytime Phone: 608-632-2354 Cell #: 608-632-2354

Email: dlvolden@gmail.com

Address: 306 Riders Club Rd

City: Onalaska State WI Zip 54650

Secondary Contact: Karen Ritter

Daytime Phone: 608 783.1378 Cell #: 608 792.1046

Email: Karen.writter@gmail.com

Address: 1331 Red Cedar Ct

City: Onalaska State WI Zip 54650



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

Special Event Name: Red Cedar CT Block Party

Special Event Location: Red Cedar CT

Event Organizer(s):

Diana Volden

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

4-29-2019
(date)

(date)

Diana Volden
(signature)

City Clerk

Diana Volden - Organizer
(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.

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 type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: _____ | Date: _____ |
| Fire Dept | <input type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: _____ | Date: _____ |
| Police Dept | <input type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: _____ | Date: _____ |
| Public Works | <input type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: _____ | Date: _____ |
| Planning | <input type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: _____ | Date: _____ |
| Parks & Rec | <input type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | Reason: _____ | Date: _____ |
| Site Diagram Sketch Attached: | <input type="checkbox"/> YES | <input type="checkbox"/> NO | | Date: _____ |
| GIS Dept. | Map Prepared: ____/____/____ | | | |
| Insurance Required: | <input type="checkbox"/> YES | <input type="checkbox"/> NO | Certificate of Insurance on File: <input type="checkbox"/> YES <input type="checkbox"/> NO | COI Expires: ____/____/____ |
| Special Class B License Required: | <input type="checkbox"/> YES | <input type="checkbox"/> NO | Date of Special Class B Application: ____/____/____ | |
| Approved By A&J: | ____/____/____ | | Date License Issued: ____/____/____ | |
| License No: | _____ | | | |



The following home owners residing on Red Cedar Ct do approve the closing of Red Cedar Ct between Riders Club Rd and Grove St for the purpose of a Block Party. The date of closing will be Tues. June 4th 4:30-8:00 pm or Rain date Wed June 5th.

1. Harvey + Diana Volden
306 Riders Club Rd.
Diana Volden 4-29-19
2. Karen + Matt Ritter
1331 Red Cedar Ct
Karen Ritter 4-28-19
3. Joan + Jan Munson
1310 Red Cedar Ct
Jan Munson 4-29-19
4. Denise Fried
1337 Red Cedar Court 4-27-19
5. Joan + Jan Munson 4-27-19
1340 Red Cedar Ct.
6. Lacie + Randy Ketelhut Lacie Ketelhut 4.29.19
1319 Red Cedar Ct
7. Anna Sapleton 4/29/19
1313 Red Cedar Ct.
8. Doree Shil Pade 4-29
1322 Red Cedar Ct.

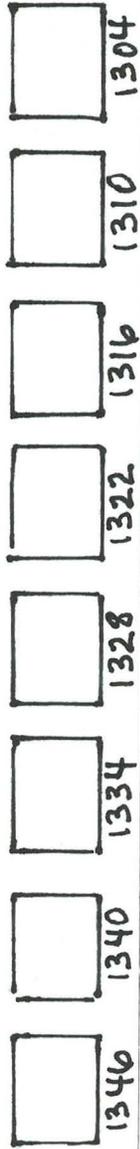



9. Kelly Holly
1328 Red Cedar Ct
Onalaska, WI 54650

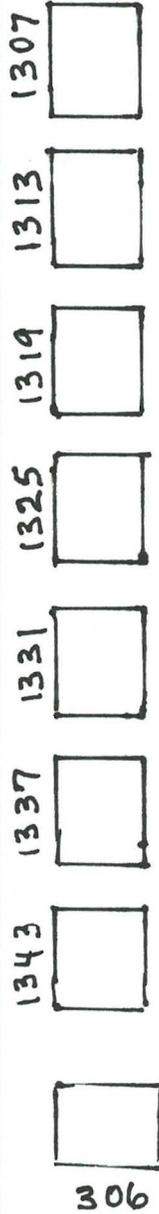
Kelly M Holly
4 29 19

Grove St.

X X
Barricades



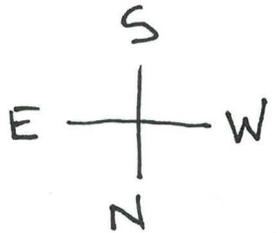
Red Cedar CT



X X
Barricades

Riders Club Rd

Van Riper Park



RED CEDAR COURT BLOCK PARTY

Tuesday, June 4
(Rain date: Wed., June 5)
5:00 - 7:30ish

Red Cedar Ct blocked off between Grove & Riders Club Rd

Bring: Dish to pass BYO beverage Lawn chairs Tableware
Provided: Brats and hot dogs Games Tables

RSVP to Diana 608-632-2354 (text or call)

Meet/Greet Your Neighbors!

ORIGINAL FEE: \$50 / RENEWAL FEE \$20

ORIGINAL APPLICATION

RENEWAL APPLICATION

OFFICE USE ONLY

PREMISE NUMBER

Address where Beekeeping is located

760 Green Coulee Road

05716

Name of Property Owner (please print)

Clearwater Farm

Email

shari@clearwaterfarm.org

Phone

(608) 780-5682

Street

760 Green Coulee Rd

City

Onalaska

State

WI

Zip

54650

APPLICANT INFORMATION (IF DIFFERENT FROM OWNER)

Name of Applicant (please print)

Timothy Coorough

Email

coorough1@gmail.com

Phone

(608) 799-7763

Street

N7493 Cty Rd XX

City

Holmen

State

WI

Zip

54636

APPLICANT'S STATEMENT

I hereby certify that the answers on this application are true and correct to the best of my knowledge. I agree, in consideration of the granting of this license, to comply with the laws of the State of Wisconsin, and the provisions of the Municipal Code of Ordinances of the City of Onalaska and I understand that the keeping of bees may be inherently risky and hereby waive, release and hold harmless the City of Onalaska its officers, agents, employees and volunteers from any claims, demands, injuries or damages whatsoever arising out of my actions with respect to the keeping of bees in the City of Onalaska.

Timothy Coorough

Date: 3-8-19

Signature of owner/applicant

APPLICANT CHECK LIST

- Attach a detailed lot diagram (below)
- Signatures from property owners
- Payment enclosed
- Return application to City Hall: 415 Main Street, Onalaska, WI 54650
- Proof of Inspection (1st Renewal or Even Years only by State or local beekeeping organization)

OFFICE STAFF CHECK LIST

- Blank application to applicant (1 application for each premise)
- Copy of ordinance to applicant
- Required detailed lot diagram
- Fee paid
- Required signatures from landowners

DIAGRAM OF AREA – use additional sheet if needed

CITY OF ONALASKA
 REC#: R00144288 4/18/2019 10:44 AM
 TRAN: 30 LICENSES
 OPER: 01 TERM: 1
 TKBY : CASH 01
 =====
 05716-12/31/19 CLEARWATER FARMS
 BEE NEW LICENSE 50.00CR
 Paid BY: TIMOTHY AND DANETTE COOROUGH
 CK 50.00 REF:LS - 1250
 APPLIED 50.00
 TENDERED 50.00
 CHANGE 0.00

#10

BEEKEEPER LICENSE APPLICATION

- SIGNATURES REQUIRED FROM LANDOWNERS WITHIN 250 FT. OF PERMITTED PROPERTY
- BEEKEEPING EQUIPMENT IS GREATER THAN 20 FT. AWAY FROM PROPERTY LINES IF DEVELOPABLE
(3 FEET FROM PROPERTY LINES IF LAND IS UNDEVELOPABLE)
- SIGNATURES FROM 80% OF OCCUPANTS OF REAL ESTATE

APPLICANT: LIST THE NUMBER AND LOCATION OF HIVES, COLONIES AND/OR BEEKEEPING EQUIPMENT

| | |
|--|--|
| 2 hives - Field East of perennial garden | |
| | |
| | |
| | |
| | |

NOTE:
BEEKEEPING EQUIPMENT SHALL NOT BE LOCATED CLOSER THAN 20 FT FROM ANY PROPERTY LINE UNLESS LAND IS UNDEVELOPABLE.

OFFICE USE ONLY:

| | |
|---|--|
| Number of locations/hives: | |
| Rear yard: | |
| Side yard: | |
| Roof top: | |
| Screened location product, visible @ 25 feet: | |
| Constant supply of water: | |
| Notes/Misc: | |

**License period: January 1 to
December 31
Non-refundable/Non-transferable**

Return with payment to:
City of Onalaska
415 Main Street
Onalaska, WI 54650

**Adjacent Property Owners Consent
(80% of property owners within 250 feet of property)**

If the undersigned property owners do not have any objection to bees being kept on the property as listed:

Property Owner Name: Clearwater Farms

Property Address: 7600 GreenCoulee Rd Onalaska, WI 54650

Adjacent Property Owner Signature

Printed Name

Date

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.

[Signature]

Jennifer Aquino

4/17/19

Use an additional sheet if necessary



ON X HUNT



La Crosse

GARY HUMFELD

CLEARWATER FARM FOUNDATION INC

Beehives will be going here



200 ft

43.89416, -91.20256
Elevation 705 ft

- Sat
-
- 6 E

Map Layers

Off-Grid

My Content

Map Tools

Tracker



CITY OF ONALASKA

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

0573

#11

FIREWORKS PERMIT

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

Date: 04/28/2019

Application is for: Selling Displaying Both

(Please Print)

| Requestor Information | | |
|--|--------------------------|--------------|
| Organization/Requestor Name: R and M Enterprises, Inc dba Snap Fireworks | Phone: (608) 632-0004 | |
| Officer of Corporation or (Director of Event) Michael F. Callaway President | | |
| Address of Organization: 220 East Wisconsin Ave P.O. Box 203 | | |
| City Readstown | State WI | Zip 54652 |
| Contact person Michael Callaway | Phone: (608)632-0004 | |
| Address 303 S. 4th Street P.O. Box 203 | | |
| City Readstown | State WI | Zip 54652 |

| Event Information | | |
|---|---|---|
| Date(s) of Event 06/14/2018 ⁹ Thru 07/06/2018 ⁹ | Time (beginning) 7:00 ^{am/pm} | Time (ending) 12:00 ^{am/pm} |
| Kind and Quantity of Fireworks which may be sold/displayed: Retail Sales of Class C Consumer Fireworks, Adhering to all local laws and regulations | | |
| N/A | | |
| When and Where Fireworks are to be Set off and/or Displayed: N/A | | |
| NA | | |

*** * 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: _____

CITY OF ONALASKA
 REC#: R00145954 4/30/2019 1:28 PM
 TRAN: 30 LICENSES
 OPER: 02 TERM: 2
 TRBY: CASH 02
 0573-07/06/19 R&M ENTERPRISES, INC.
 FIREWORKS - RETAIL 51
 50.00CR
 Paid By: R&M ENTERPRISES, INC. date: _____
 OK 50.00 REF: 0572
 APPLIED 50.00
 TENDERED 50.00
 CHANGE 0.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2019

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).

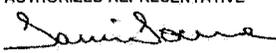
| | |
|---|---|
| PRODUCER Ryder Rosacker McCue & Huston (MGD by Hull & Compa 509 W Koenig St Grand Island NE 68802 | CONTACT NAME: Kristy Wolfe |
| | PHONE (A/C No, Ext): 308-382-2330 FAX (A/C, No): 308-382-7109 E-MAIL ADDRESS: kwolfe@ryderinsurance.com |
| INSURER(S) AFFORDING COVERAGE | |
| INSURER A : SCOTTSDALE INS CO | NAIC # 41297 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

COVERAGES **CERTIFICATE NUMBER:** 1279622674 **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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | CPS2850242 | 2/8/2019 | 2/8/2020 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 150,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | CXS0012748 | 2/8/2019 | 2/8/2020 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | AGGREGATE | \$ 1,000,000 |
| | | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | WC STATUTORY LIMITS | |
| | | | | | | | OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
 Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.
 City of Onalaska & East Town Plaza are additional insureds
 Location: Hwy 16 East, Onalaska, WI

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.

Additional Premium is Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



| ATTACHED TO AND FORMING A PART OF POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME) | NAMED INSURED | AGENT NO. |
|---|---|---------------|-----------|
| | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions of SECTION I—COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

Includes copyrighted material of ISO Properties, Inc., with its permission. Copyright, ISO Properties, Inc., 2004

Product List – Quantities – Weights

Fine attached a product list listing possible items that may or may not be sold at the location. Not all items will be sold at the location.

We will ship product to the location 2 or more time over the sales season.

- This keeps less product on site.
- Takes the pressure off the operator of the tent to store and handle all that product at one time.
- Also allows for us to adjust final quantities to accommodate the accrual sales
- Allows for us to run last minute sales.
- Helps with us not over stocking the location. So we have less product left over.
- Allows for item substitutions as specific items sell out. (Example: If we sell out of one 12pk smoke ball we may need to substitute a second 12pk or 6pk smoke ball. Same item just a different pack and or label.)
- Also arrival of product this year has been late and unreliable. A large amount of items on the list has just left china and is scheduled to be delivered to our warehouse. Late May or first week of June.
- The final mix will not be finalized until sometime late in May. When delivery date of specific items are confirmed.
- These are normal supply and demand issues of most business.
- All items will come from the items on the list.

Before each delivery, the Fire Department will be emailed an item list for each order shipped into the location. Showing each item and the gross weight. The first shipment will be emailed to the Fire Department by June 12th, 2019. Each shipment after that will be emailed by 4:00 pm the day before delivery. All items will be from the attached item list.

| R and M Enterprises, Inc dba Snap Fireworks 2019 Product List Onalaska, WI | | | |
|---|-------------------|--------------------------------|-----------------------------------|
| Product Type | No. | Description | Onalaska Ordance Reference |
| Assortments | BCPP4SS | BC Party Pack #4 SS | 7-7-1(a)(2)(3)(4)(5)(6)(7)(8) |
| Assortments | BCPP5SS | BC Party Pack #5 SS | 7-7-1(a)(2)(3)(4)(5)(6)(7)(8) |
| Assortments | BCPP6SS | BC Party Pack #6 SS | 7-7-1(a)(2)(3)(4)(5)(6)(7)(8) |
| Assortments | P0016 | HAPPY FINGER | 7-7-1(a)(2)(3)(4)(5)(6)(7)(8) |
| Assortments | SPKF10 | Kids Fun Pack | 7-7-1(a)(2)(3)(4)(5)(6)(7)(8) |
| Assortments | P0024 | KID'S FUNNY BACKPACK | 7-7-1(a)(2)(3)(4)(5)(6)(7)(8) |
| Assortments | KP1 | Kids Pack 24/1 | 7-7-1(a)(2)(3)(4)(5)(6)(7)(8) |
| Assortments | AS08 | Lil' Pyro Bucket | 7-7-1(a)(2)(3)(4)(5)(6)(7)(8) |
| Assortments | BC029SS | Pyro #3 ss Assortment S/S | 7-7-1(a)(2)(3)(4)(5)(6)(7)(8) |
| Assortments | AS07 | Pyro Bucket Assortment | 7-7-1(a)(2)(3)(4)(5)(6)(7)(8) |
| Assortments | PYROPACKSSDISPLAY | Pyro Pack Assortment SS w/Disp | 7-7-1(a)(2)(3)(4)(5)(6)(7)(8) |
| Assortments | P0012 | STAR LIGHT | 7-7-1(a)(2)(3)(4)(5)(6)(7)(8) |
| Fountains | BC2216 | 100 Foot Fountain | 7-7-1(a)(7) |
| Fountains | BC2224 | 3 for 1 Fountain Pack | 7-7-1(a)(7) |
| Fountains | SP670 | 3X9 Fountain 4 Assorted | 7-7-1(a)(7) |
| Fountains | BC2045 | 4 Assorted 9" FNTS | 7-7-1(a)(7) |
| Fountains | SP614 | 8in Cone | 7-7-1(a)(7) |
| Fountains | SPHN90 | 9 IN ASSORTED FOUNTAIN | 7-7-1(a)(7) |
| Fountains | BC201922 | ASSORTED 7" FNTS | 7-7-1(a)(7) |
| Fountains | P3085 | Ballerinas Ball | 7-7-1(a)(7) |
| Fountains | SP110 | Balls of Fury | 7-7-1(a)(7) |
| Fountains | BC2208 | Big Cat Fountain | 7-7-1(a)(7) |
| Fountains | TG4255 | Bubble Rainbow | 7-7-1(a)(7) |
| Fountains | BC2227 | Bug Zapper | 7-7-1(a)(7) |
| Fountains | JP287A | CAJUN CRACKLER | 7-7-1(a)(7) |
| Fountains | BC31304 | California Candle | 7-7-1(a)(7) |
| Fountains | BC2223 | Citrus | 7-7-1(a)(7) |
| Fountains | SP681 | Colorful Fountain | 7-7-1(a)(7) |
| Fountains | SP0852 | Cuckoo | 7-7-1(a)(7) |
| Fountains | P3073 | Dancing with Ghost | 7-7-1(a)(7) |
| Fountains | BC2211 | Darkside Fountain | 7-7-1(a)(7) |

| R and M Enterprises, Inc dba Snap Fireworks 2019 Product List Onalaska, WI | | | |
|---|------------|-----------------------|-----------------------------------|
| Product Type | No. | Description | Onalaska Ordance Reference |
| Fountains | SPF111 | Dazzling Diamond | 7-7-1(a)(7) |
| Fountains | JP293 | Emoji Ftn | 7-7-1(a)(7) |
| Fountains | SP625 | Endless Fountain | 7-7-1(a)(7) |
| Fountains | WB024 | Fantasy Fountain | 7-7-1(a)(7) |
| Fountains | BC2230 | Fantastic 4 Fountains | 7-7-1(a)(7) |
| Fountains | BC2219 | Firecracker Barrage | 7-7-1(a)(7) |
| Fountains | BS5003 | Fire-N-Ice | 7-7-1(a)(7) |
| Fountains | TG4266 | Fish Tank | 7-7-1(a)(7) |
| Fountains | TG4271 | Flush It! | 7-7-1(a)(7) |
| Fountains | BC2174 | FOUNTASTIC | 7-7-1(a)(7) |
| Fountains | BC2214 | Frick and Frack | 7-7-1(a)(7) |
| Fountains | BC2202 | Gamma Fountain | 7-7-1(a)(7) |
| Fountains | P3066 | GROUND BLOOM FOUNTAIN | 7-7-1(a)(7) |
| Fountains | BC2194 | Ground Load | 7-7-1(a)(7) |
| Fountains | P3067 | HAPPY PANDA | 7-7-1(a)(7) |
| Fountains | NN1001 | Hells Fury | 7-7-1(a)(7) |
| Fountains | BC2197 | Hot Sauce Fnt | 7-7-1(a)(7) |
| Fountains | BC2189 | In Living Color | 7-7-1(a)(7) |
| Fountains | SP616 | Jumping Jelly Bean | 7-7-1(a)(7) |
| Fountains | TG4239 | Jurassic Fountain | 7-7-1(a)(7) |
| Fountains | BC2196 | Kaboodle | 7-7-1(a)(7) |
| Fountains | SPW499A | Killer Bees | 7-7-1(a)(7) |
| Fountains | P3090 | Koi Pond | 7-7-1(a)(7) |
| Fountains | P3093 | Light House | 7-7-1(a)(7) |
| Fountains | P3089 | Little Monsters | 7-7-1(a)(7) |
| Fountains | BC2195 | Margarita | 7-7-1(a)(7) |
| Fountains | BC2153 | Moonshine | 7-7-1(a)(7) |
| Fountains | SPF1188 | Naughty Boys | 7-7-1(a)(7) |
| Fountains | BC2231 | Neon Dragon | 7-7-1(a)(7) |
| Fountains | IM4109 | Neon Fire | 7-7-1(a)(7) |
| Fountains | P3092 | Neon Jelly Bean | 7-7-1(a)(7) |

| R and M Enterprises, Inc dba Snap Fireworks 2019 Product List Onalaska, WI | | | |
|---|------------|--------------------------------|-----------------------------------|
| Product Type | No. | Description | Onalaska Ordance Referance |
| Fountains | BC2222 | Night Raider Fnt W/Rising Tail | 7-7-1(a)(7) |
| Fountains | BC2209 | Ninja Wars | 7-7-1(a)(7) |
| Fountains | P3070 | NOISY BOYS | 7-7-1(a)(7) |
| Fountains | NN1000 | Old Faithful | 7-7-1(a)(7) |
| Fountains | P3094 | Opera Face | 7-7-1(a)(7) |
| Fountains | BC2199 | Packin' Purple | 7-7-1(a)(7) |
| Fountains | TG4256 | Pirate's Treasure | 7-7-1(a)(7) |
| Fountains | TG4233 | Popcorn Snowballs | 7-7-1(a)(7) |
| Fountains | SP671 | Punkin Chunkin Fountain | 7-7-1(a)(7) |
| Fountains | IM4104 | Pyro Engine | 7-7-1(a)(7) |
| Fountains | BC247 | Rainbow Fnt | 7-7-1(a)(7) |
| Fountains | P3087 | Say Cheese | 7-7-1(a)(7) |
| Fountains | BC2212 | SHHHH!!! | 7-7-1(a)(7) |
| Fountains | BC2213 | Shut Up Fountian | 7-7-1(a)(7) |
| Fountains | SP672 | Smiley Face Fountain | 7-7-1(a)(7) |
| Fountains | P3088 | Snow Cone | 7-7-1(a)(7) |
| Fountains | P3097 | SNOW CONE JR FOUNTAIN | 7-7-1(a)(7) |
| Fountains | TG4270 | Sparkling Missile Fountain | 7-7-1(a)(7) |
| Fountains | SPF619 | Starry Night Cone 12in | 7-7-1(a)(7) |
| Fountains | JP266 | SUMMER STORM SERIES | 7-7-1(a)(7) |
| Fountains | SP689-30 | Sword FNT | 7-7-1(a)(7) |
| Fountains | SP689-60 | Sword FNT | 7-7-1(a)(7) |
| Fountains | BC2184 | The Joker Fountain | 7-7-1(a)(7) |
| Fountains | BC2179 | Totally Berserk | 7-7-1(a)(7) |
| Fountains | TG4264 | Value Pack 3 Asst Fountains | 7-7-1(a)(7) |
| Fountains | JP240 | WILD FLOWER FTN | 7-7-1(a)(7) |
| Fountains | BC2220 | Wired | 7-7-1(a)(7) |
| Fountains | TG4254 | Yellow Submarine | 7-7-1(a)(7) |
| Fountains | IM4110 | 5 Minute Safari | 7-7-1(a)(7) |
| Fountains | SP6004 | Celibration | 7-7-1(a)(7) |
| Fountains | P3104 | FIRE FIGHTER | 7-7-1(a)(7) |

| R and M Enterprises, Inc dba Snap Fireworks 2019 Product List Onalaska, WI | | | |
|---|------------|--------------------------------|-----------------------------------|
| Product Type | No. | Description | Onalaska Ordance Reference |
| Fountains | P3103 | FORTUNE SOLDIER | 7-7-1(a)(7) |
| Fountains | TG4252 | Galactic Warship | 7-7-1(a)(7) |
| Fountains | TG4272 | Galatic Warship XL Version | 7-7-1(a)(7) |
| Fountains | TG4265 | Mega Buster | 7-7-1(a)(7) |
| Fountains | SP685 | Mega Fountain | 7-7-1(a)(7) |
| Fountains | BC2206 | Neon Lights | 7-7-1(a)(7) |
| Fountains | P3091 | Secret Garden | 7-7-1(a)(7) |
| Fountains | TG4226 | Soda Fountain | 7-7-1(a)(7) |
| Fountains | P3106 | Spartan Scream | 7-7-1(a)(7) |
| Fountains | SP621 | Superstars | 7-7-1(a)(7) |
| Fountains | SP6002 | Surprise Fountain | 7-7-1(a)(7) |
| Fountains | BC2207 | Tropical Thunder | 7-7-1(a)(7) |
| Gorund Spinners | SP0901K | Crackling Ground Bloom Flowers | 7-7-1(a)(7) |
| Gorund Spinners | JP352 | Crackling Ground Blooms | 7-7-1(a)(7) |
| Gorund Spinners | BC825-6 | Ground Bloom Flowers 6pk | 7-7-1(a)(7) |
| Gorund Spinners | BC825 | GROUND BLOOM FLR | 7-7-1(a)(7) |
| Gorund Spinners | T3500 | JUMPING JACKS | 7-7-1(a)(7) |
| Gorund Spinners | SPT3500-80 | Jumping Jacks 80/12/12 | 7-7-1(a)(7) |
| Gorund Spinners | BP6040 | Kapow | 7-7-1(a)(7) |
| Gorund Spinners | SP0901B | Prem Ground Bloom Flowers | 7-7-1(a)(7) |
| Gorund Spinners | BC810 | Tasmanian Devils | 7-7-1(a)(7) |
| Novelties | BC302 | ATTACK VEHICLE | 7-7-1(a)(7) |
| Novelties | BC396 | BC Cat Mobile | 7-7-1(a)(7) |
| Novelties | BC340 | CRACKER BALLS | 7-7-1(a)(7) |
| Novelties | SP0205A | Crackling Balls | 7-7-1(a)(7) |
| Novelties | BC385 | Den of Snakes | 7-7-1(a)(7) |
| Novelties | LPN7047 | Dragon Fire | 7-7-1(a)(7) |
| Novelties | SP2006 | Flash Strobe | 7-7-1(a)(7) |
| Novelties | BP7129 | Half Ton Truck | 7-7-1(a)(7) |
| Novelties | SPF1199 | Large Strobe | 7-7-1(a)(7) |
| Novelties | SPW705A | Large Tank | 7-7-1(a)(7) |

| R and M Enterprises, Inc dba Snap Fireworks 2019 Product List Onalaska, WI | | | |
|---|---------------|--------------------------------|-----------------------------------|
| Product Type | No. | Description | Onalaska Ordance Reference |
| Novelties | BC350 | M-85 Tank | 7-7-1(a)(7) |
| Novelties | BC387 | M-88 TANK | 7-7-1(a)(7) |
| Novelties | SPT8561-6 | Magnum Pistol Popper 6pk | 7-7-1(a)(7) |
| Novelties | SPN1134 | Naughty Dog | 7-7-1(a)(7) |
| Novelties | SPT8502 | Party Poppers | 7-7-1(a)(7) |
| Novelties | SPT8502-6 | Party Poppers 6pk | 7-7-1(a)(7) |
| Novelties | BC341-20/72 | Party Poppers Boxed | 7-7-1(a)(7) |
| Novelties | TS0001 | POOPING ELEPHANT | 7-7-1(a)(7) |
| Novelties | LN6062 | Rolling Snake | 7-7-1(a)(7) |
| Novelties | SPN1130 | Snakes Assorted 6pk Poly Bag | 7-7-1(a)(7) |
| Novelties | SPW7054 | Tank 4pk in Poly Bag | 7-7-1(a)(7) |
| Novelties | SPW705 | Tanks W/ Report | 7-7-1(a)(7) |
| Smoke | SP1430 | 5 Minute Smoke Tube | 7-7-1(A)(6) |
| Smoke | BC725 | BC Neon Camo Smoke 4pk | 7-7-1(A)(6) |
| Smoke | P6013 | Color Changing Smoke | 7-7-1(A)(6) |
| Smoke | NN0860-12 | Color Smoke Ball Clay 12 Pack | 7-7-1(A)(6) |
| Smoke | SP0860 | Color Smoke Clay Balls 12pk | 7-7-1(A)(6) |
| Smoke | SP1413 | Color Smoke Tube | 7-7-1(A)(6) |
| Smoke | SMK9192000 | Marine Distress Smoke 3 Minute | 7-7-1(A)(6) |
| Smoke | SP1438 | Pink Smoke Tube | 7-7-1(A)(6) |
| Smoke | SP1440 | Smoke Balls, 2 color changing | 7-7-1(A)(6) |
| Smoke | SP1416 | Smoke Granade w/pull String | 7-7-1(A)(6) |
| Smoke | SP1414 | White Camo Smoke | 7-7-1(A)(6) |
| Snaps | NN0003 | Giant LOL Snap (Blow Out) | 7-7-1(A)(5) |
| Snaps | NNT8500 | Snap A-Dappa (Snap Small Box) | 7-7-1(A)(5) |
| Snaps | SPT8500 | Snappers | 7-7-1(A)(5) |
| Snaps | BC335 60/4/40 | Super Snap 4pk With header | 7-7-1(A)(5) |
| Snaps | BC335 6/40/40 | Super Snaps LG 6/40/40 | 7-7-1(A)(5) |
| Snaps | BC335 60/4/50 | Super Snaps LG w/hdr 4pk | 7-7-1(A)(5) |
| Snaps | NV3-4702 | Torpedo Snaps | 7-7-1(A)(5) |
| Sparklers | BC31320 | #20 bc Gold Sparkler Wire | 7-7-1(A)(3) |

| R and M Enterprises, Inc dba Snap Fireworks 2019 Product List Onalaska, WI | | | |
|---|------------|--------------------------------|-----------------------------------|
| Product Type | No. | Description | Onalaska Ordance Reference |
| Sparklers | BC313-10W | BC Gold Sparkler #10 (Bamboo) | 7-7-1(A)(3) |
| Sparklers | WDN0981 | Morning Glories #14 144ct | 7-7-1(A)(3) |
| Sparklers | SP0981 | Morning Glories #14 -72ct | 7-7-1(A)(3) |
| Sparklers | SP098136 | Morning Glory #36 | 7-7-1(A)(3) |
| Sparklers | NN0981B | Morning Glory Torch #14 - 72ct | 7-7-1(A)(3) |
| Sparklers | BC31315 | Neon Sparklers | 7-7-1(A)(3) |
| Sparklers | SP18NS | Neon Sparklers 5pk | 7-7-1(A)(3) |
| Sparklers | LSPW1011 | Sparkler #10 Color | 7-7-1(A)(3) |
| Sparklers | SP10C | Sparkler #10 Colored Bamboo | 7-7-1(A)(3) |
| Sparklers | BC31314C | Sparkler #14 Gold Wire | 7-7-1(A)(3) |
| Sparklers | SP14G | Sparkler 14in Gold | 7-7-1(A)(3) |
| Sparklers | SP20G | Sparkler 20in Gold | 7-7-1(A)(3) |
| Sparklers | SP36G | Sparkler 36in Gold | 7-7-1(A)(3) |



NOT TO SCALE.

GENERAL LAYOUT ONLY!

Tent Layout

← North

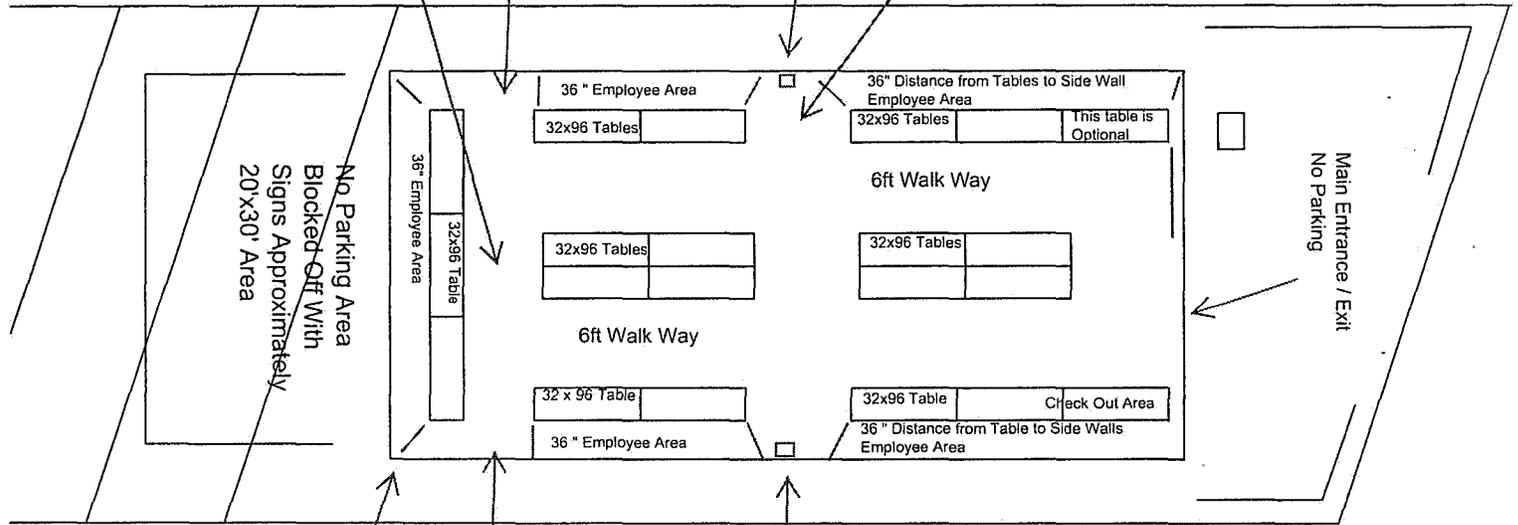
5ft Emergency Exit With Sign

Fire Extinguisher Hung with Sign

Min. 6ft between tables for Extinguisher access

Minimum 5ft Walk way (May be wider)

20' Drive



Main Entrance / Exit
No Parking

No Parking Area
Blocked Off With
Signs Approximately
20'x30' Area

Notes Area
Blocked

5ft Emergency Exit With Sign

Fire Extinguisher Hung With Sign

20' Drive

Not to Scale.

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

1 Identification

Product identifier

- **Trade name:**

Fireworks, Division 1.4 Explosive Fireworks, Consumer

- **Product code:**

Fireworks, 1.4G UN0336

- **Recommended use and restriction on use**

- **Recommended use:** Explosive product for personal enjoyment for entertainment and celebrations

- **Restrictions on use:** Contact manufacturer/supplier

- **Details of the supplier of the Safety Data Sheet**

- **Manufacturer/Supplier:**

R and M ENterprises, Inc
220 East Wisconsin Ave
Readstown, WI 54652
608-629-5398

- **Emergency telephone number:**

ChemTel Inc.
(800)255-3924, +1 (813)248-0585

2 Hazard(s) identification

- **Classification of the substance or mixture**

Expl. 1.4 H204 Fire or projection hazard.

- **Label elements**

- **GHS label elements**

The product is classified and labeled according to the Globally Harmonized System (GHS).

- **Hazard pictograms:**



GHS01

- **Signal word:** Warning

- **Hazard statements:**

H204 Fire or projection hazard.

- **Precautionary statements:**

P210 Keep away from heat/sparks/open flames/hot surfaces. No smoking.

P250 Do not subject to grinding/shock/friction.

P280 Wear protective gloves / eye protection / face protection.

P370+P380 In case of fire: Evacuate area.

P374 Fight fire with normal precautions from a reasonable distance.

(Cont'd. on page 2)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name: Fireworks, Division 1.4 Explosive Fireworks, Consumer

(Cont'd. of page 1)

P401 Store in accordance with local/regional/national/international regulations.
 P501 Dispose of contents/container in accordance with local/regional/national/international regulations.

· **Other hazards** There are no other hazards not otherwise classified that have been identified.

· **Explosive Product Notice**

WARNING - All explosives are dangerous and must be carefully handled and used following approved safety procedures either by or under the direction of competent, experienced persons in accordance with all applicable federal, state, and local laws, regulations, or ordinances. If you have any questions or doubts as to how to use any explosive product, DO NOT USE IT before consulting with your supervisor, or the manufacturer, if you do not have a supervisor. If your supervisor has any questions or doubts, he should consult the manufacturer before use.

3 Composition/information on ingredients

· **Chemical characterization: Mixtures**

· **Components:**

Components for product possessing only physical hazards do not require reporting. These components are considered proprietary.

4 First-aid measures

· **Description of first aid measures**

· **General information:**

Information is only applicable to product contents, and not to product as normally supplied. This information is applicable to damaged, leaking, or spilled product as contact with contents is possible under these conditions.

· **After inhalation:** Supply fresh air; consult doctor in case of complaints.

· **After skin contact:**

Wash with soap and water.

In case of minor burns, flush with cool water.

If skin irritation is experienced, consult a doctor.

· **After eye contact:**

Remove contact lenses if worn.

Rinse opened eye for several minutes under running water. If symptoms persist, consult a doctor.

· **After swallowing:**

Unlikely route of exposure.

Do not induce vomiting; immediately call for medical help.

· **Most important symptoms and effects, both acute and delayed:** Thermal burns, if mishandled.

· **Danger:** No relevant information available.

· **Indication of any immediate medical attention and special treatment needed:**

Product may produce physical injury if mishandled. Treatment of these injuries should be based on the clinical presentation.

(Cont'd. on page 3)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name: Fireworks, Division 1.4 Explosive Fireworks, Consumer

(Cont'd. of page 2)

5 Fire-fighting measures

- **Extinguishing media**
- **Suitable extinguishing agents:**
Flood area with water. If no water is available, carbon dioxide, dry chemical or earth may be used. If the fire reaches the cargo, withdraw and let fire burn.
- **For safety reasons unsuitable extinguishing agents:** None.
- **Special hazards arising from the substance or mixture**
During heating or in case of fire poisonous gases are produced.
Product may explode if burned in confined space. Individual cartridges may explode. Mass explosion of many cartridges at once is unlikely.
- **Advice for firefighters**
- **Protective equipment:**
Wear self-contained respiratory protective device.
Wear fully protective suit.
- **Additional information:**
Eliminate all ignition sources if safe to do so.
Cool endangered receptacles with water spray.
Flammability Classification: (defined by 29 CFR 1910.1200) Explosive. Can explode under fire conditions. Individual devices will randomly explode. Will not mass explode if multiple devices are involved. Burning material may produce toxic and irritating vapors. In unusual cases, shrapnel may be thrown from exploding devices under containment. See 2008 Emergency response Guidebook for further information.

6 Accidental release measures

- **Personal precautions, protective equipment and emergency procedures**
Wear protective equipment. Keep unprotected persons away.
Remove persons from danger area.
Ensure adequate ventilation.
Isolate area and prevent access.
- **Environmental precautions**
Do not allow undiluted product or large quantities of it to reach ground water, water course or sewage system.
- **Methods and material for containment and cleaning up**
Pick up mechanically.
Send for recovery or disposal in suitable receptacles.
- **Reference to other sections**
See Section 7 for information on safe handling.
See Section 8 for information on personal protection equipment.
See Section 13 for disposal information.

(Cont'd. on page 4)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name: Fireworks, Division 1.4 Explosive Fireworks, Consumer

(Cont'd. of page 3)

7 Handling and storage

- **Handling**
- **Precautions for safe handling:**
Handle with care. Avoid jolting, friction and impact.
Keep out of reach of children.
- **Information about protection against explosions and fires:**
Keep away from sparks and open flames. - No smoking.
Emergency cooling must be available in case of nearby fire.
- **Conditions for safe storage, including any incompatibilities**
- **Storage**
- **Requirements to be met by storerooms and receptacles:**
Avoid storage near extreme heat, ignition sources or open flame.
- **Information about storage in one common storage facility:**
Store away from foodstuffs.
Store away from flammable substances.
- **Further information about storage conditions:** Store in cool, dry conditions in well sealed receptacles.
- **Specific end use(s)** No relevant information available.

8 Exposure controls/personal protection

- **Control parameters**
- **Components with limit values that require monitoring at the workplace:**
The product does not contain any relevant quantities of materials with critical values that have to be monitored at the workplace.
- **Exposure controls**
- **Personal protective equipment:**
- **General protective and hygienic measures:**
The usual precautionary measures for handling chemicals should be followed.
Keep away from foodstuffs, beverages and feed.
Wash hands before breaks and at the end of work.
- **Engineering controls:** Provide adequate ventilation.
- **Breathing equipment:** Not required under normal conditions of use.
- **Protection of hands:** When needed, wear gloves for protection against mechanical hazards.
- **Eye protection:**



Safety glasses

- Follow relevant national guidelines concerning the use of protective eyewear.
- **Body protection:** When needed, wear protective clothing for protection against mechanical hazards.
- **Limitation and supervision of exposure into the environment**
No relevant information available.

(Cont'd. on page 5)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name: Fireworks, Division 1.4 Explosive Fireworks, Consumer

(Cont'd. of page 4)

Risk management measures

Organizational measures should be in place for all activities involving this product.

9 Physical and chemical properties

Information on basic physical and chemical properties

Appearance:

Form: Outer shell containing powder, granular, or solid materials.

Color: According to product specification

Odor: Odorless

Odor threshold: Not determined.

pH-value: Not applicable.

Melting point/Melting range: Not determined.

Boiling point/Boiling range: Not determined.

Flash point: Not applicable.

Flammability (solid, gaseous): Fire or projection hazard.

Auto-ignition temperature: Not determined.

Decomposition temperature: Not determined.

Danger of explosion: Heating may cause an explosion.

Explosion limits

Lower: Not determined.

Upper: Not determined.

Vapor pressure: Not applicable.

Density: Not determined.

Relative density: Not determined.

Vapor density: Not applicable.

Evaporation rate: Not applicable.

Solubility in / Miscibility with

Water: Insoluble.

Partition coefficient (n-octanol/water): Not determined.

Viscosity

Dynamic: Not applicable.

Kinematic: Not applicable.

Other information No relevant information available.

10 Stability and reactivity

Reactivity: No relevant information available.

(Cont'd. on page 6)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name: Fireworks, Division 1.4 Explosive Fireworks, Consumer

(Cont'd. of page 5)

- **Chemical stability:**
- **Thermal decomposition / conditions to be avoided:** Risk of explosion if heated under confinement.
- **Possibility of hazardous reactions**
Fire or projection hazard.
Toxic fumes may be released if heated above the decomposition point.
Reacts with strong acids and alkali.
- **Conditions to avoid**
Excessive heat.
Sources of ignition: sparks, open flame, incompatible materials
- **Incompatible materials** Oxidizers, strong bases, strong acids
- **Hazardous decomposition products**
Carbon monoxide and carbon dioxide
Nitrogen oxides
Sulfur oxides (SO_x)

11 Toxicological information

- **Information on toxicological effects**
- **Acute toxicity:**
- **LD/LC50 values that are relevant for classification:** None.
- **Primary irritant effect:**
- **On the skin:**
Not a skin irritant in unused form. Vapors/particles from used product are possibly irritating to skin.
- **On the eye:**
Not an eye irritant in unused form. Vapors/particles from used product are possibly irritating to eyes.
- **Sensitization:** Based on available data, the classification criteria are not met.
- **Carcinogenic categories**
- **IARC (International Agency for Research on Cancer):**
None of the ingredients are listed.
- **NTP (National Toxicology Program):**
None of the ingredients are listed.
- **OSHA-Ca (Occupational Safety & Health Administration):**
None of the ingredients are listed.
- **Probable route(s) of exposure:**
Skin contact.
Eye contact.
Inhalation.
- **Acute effects (acute toxicity, irritation and corrosivity):** Thermal burns, if mishandled.
- **Repeated dose toxicity:** From product as supplied: None.
- **CMR effects (carcinogenicity, mutagenicity and toxicity for reproduction)**
- **Germ cell mutagenicity:** Based on available data, the classification criteria are not met.
- **Carcinogenicity:** Based on available data, the classification criteria are not met.
- **Reproductive toxicity:** Based on available data, the classification criteria are not met.

(Cont'd. on page 7)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name: Fireworks, Division 1.4 Explosive Fireworks, Consumer

(Cont'd. of page 6)

- **STOT-single exposure:** Based on available data, the classification criteria are not met.
- **STOT-repeated exposure:** Based on available data, the classification criteria are not met.
- **Aspiration hazard:** Based on available data, the classification criteria are not met.

12 Ecological information

- **Toxicity**
- **Aquatic toxicity** No relevant information available.
- **Persistence and degradability** No relevant information available.
- **Bioaccumulative potential:** May be accumulated in organism
- **Mobility in soil:** No relevant information available.
- **Other adverse effects** No relevant information available.

13 Disposal considerations

- **Waste treatment methods**
- **Recommendation:**
Must not be disposed of together with household garbage. Do not allow product to reach sewage system. Incinerate in accordance with local, state and federal regulations.
The user of this material has the responsibility to dispose of unused material, residues and containers in compliance with all relevant local, state and federal laws and regulations regarding treatment, storage and disposal for hazardous and nonhazardous wastes. Residual materials should be treated as hazardous.
- **Uncleaned packagings**
- **Recommendation:** Disposal must be made according to official regulations.

14 Transport information

- | | |
|---|-----------|
| · UN-Number | |
| · DOT, ADR, IMDG, IATA | UN0336 |
| · UN proper shipping name | |
| · DOT, ADR, IMDG, IATA | Fireworks |
| · Transport hazard class(es) | |
| · DOT | |
|  | |
| · Class | 1.4 |

(Cont'd. on page 8)

Safety Data Sheet
acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name: Fireworks, Division 1.4 Explosive Fireworks, Consumer

(Cont'd. of page 7)

| | |
|---|----------------------|
| · Label | 1.4G |
| · ADR, IMDG, IATA | |
|  | |
| · Class | 1.4 |
| · Label | 1.4G |
| · Packing group | |
| · DOT | II |
| · Environmental hazards | |
| · Marine pollutant: | No |
| · Special precautions for user | Not applicable. |
| · EMS Number: | F-B,S-X |
| · Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code | Not applicable. |
| · Transport/Additional information: | |
| · IATA | |
|  | Cargo Aircraft Only. |

15 Regulatory information

| |
|--|
| · Safety, health and environmental regulations/legislation specific for the substance or mixture |
| · United States (USA) |
| · SARA |
| · Section 302 (extremely hazardous substances): |
| None of the ingredients are listed. |
| · Section 304 (emergency release notification): |
| None of the ingredients are listed. |
| · Section 355 (extremely hazardous substances): |
| None of the ingredients are listed. |
| · Section 313 (Specific toxic chemical listings): |
| Contact manufacturer. |

(Cont'd. on page 9)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name: Fireworks, Division 1.4 Explosive Fireworks, Consumer

(Cont'd. of page 8)

· **TSCA (Toxic Substances Control Act)**

All ingredients are listed.

· **Proposition 65 (California)**

· **Chemicals known to cause cancer:**

Contact manufacturer.

· **Chemicals known to cause reproductive toxicity for females:**

Contact manufacturer.

· **Chemicals known to cause reproductive toxicity for males:**

Contact manufacturer.

· **Chemicals known to cause developmental toxicity:**

Contact manufacturer.

· **Carcinogenic categories**

· **EPA (Environmental Protection Agency):**

None of the ingredients are listed.

· **IARC (International Agency for Research on Cancer):**

Contact manufacturer.

· **NIOSH-Ca (National Institute for Occupational Safety and Health):**

Contact manufacturer.

16 Other information

This information is based on our present knowledge. However, this shall not constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.

· **Date of preparation / last revision** 01/06/2017 / -

· **Abbreviations and acronyms:**

ADR: European Agreement concerning the International Carriage of Dangerous Goods by Road

IMDG: International Maritime Code for Dangerous Goods

DOT: US Department of Transportation

IATA: International Air Transport Association

CAS: Chemical Abstracts Service (division of the American Chemical Society)

LC50: Lethal concentration, 50 percent

LD50: Lethal dose, 50 percent

NIOSH: National Institute for Occupational Safety

OSHA: Occupational Safety & Health

TLV: Threshold Limit Value

PEL: Permissible Exposure Limit

REL: Recommended Exposure Limit

LDLo: Lowest Lethal Dose Observed

Expl. 1.4: Explosives – Division 1.4

· **Sources**

Website, European Chemicals Agency (echa.europa.eu)

Website, US EPA Substance Registry Services (ofmpub.epa.gov/sorinternet/registry/substreg/home/overview/home.do)

Website, Chemical Abstracts Registry, American Chemical Society (www.cas.org)

Patty's Industrial Hygiene, 6th ed., Rose, Vernon, ed. ISBN: 978-0-470-07488-6

(Cont'd. on page 10)

Safety Data Sheet
acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name: Fireworks, Division 1.4 Explosive Fireworks, Consumer

(Cont'd. of page 9)

Casarett and Doull's Toxicology: The Basic Science of Poisons, 8th Ed., Klaasen, Curtis D., ed., ISBN: 978-0-07-176923-5.

Safety Data Sheets, Individual Manufacturers

SDS Prepared by:

ChemTel Inc.

1305 North Florida Avenue

Tampa, Florida USA 33602-2902

Toll Free North America 1-888-255-3924 Intl. +01 813-248-0573

Website: www.chemtelinc.com



AIA[®] Document B105[™] – 2017

#12

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 30th day of April in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Onalaska – Department of Public Works
415 Main Street
Onalaska, WI 54650
Telephone Number: (608)781-9537

and the Architect:
(Name, legal status, address and other information)

Tribute Design Systems, LLC.
352 Cottonwood Ave, Suite D
Hartland, WI 53029
Telephone Number: (262)367-9991

for the following Project:
(Name, location and detailed description)

City of Onalaska Cemetery - Cemetery Master Plan
1200 Main Street
Onalaska, WI 54650

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Conduct cemetery master plan of existing undeveloped portion of City of Onalaska Cemetery approximately 2-3 acres, and adjacent currently vegetated portion of land south of existing cemetery with a size of approximately 2-3 acres. See Exhibit A.0 for detailed scope of services.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect’s Compensation shall be:

Thirteen-Thousand Five-Hundred and 0/100 Dollars (\$13,500.00)

The Owner shall pay the Architect an initial payment of zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten percent (10 %).

Payments are due and payable upon receipt of the Architect’s monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of two percent (2 %) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors’ requests for substitutions of materials or systems; providing services necessitated by the Contractor’s failure to perform; and the extension of the Architect’s Article 1 services beyond six (6) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

- Exhibit A.0 – Tribute Design Systems proposal for architectural services
- Exhibit A – Extent of existing cemetery / new plot
- Exhibit B – 2019 Rate & Fee Schedule

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)
 Zach RasmussenProject Managing Architect

(Printed name, title, and license number, if required)

Additions and Deletions Report for **AIA® Document B105™ – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:50:30 ET on 04/30/2019.

PAGE 1

AGREEMENT made as of the 30th day of April in the year 2019

...

City of Onalaska – Department of Public Works
415 Main Street
Onalaska, WI 54650
Telephone Number: (608)781-9537

...

Tribute Design Systems, LLC.
352 Cottonwood Ave, Suite D
Hartland, WI 53029
Telephone Number: (262)367-9991

...

City of Onalaska Cemetery - Cemetery Master Plan
1200 Main Street
Onalaska, WI 54650

PAGE 2

Conduct cemetery master plan of existing undeveloped portion of City of Onalaska Cemetery approximately 2-3 acres, and adjacent currently vegetated portion of land south of existing cemetery with a size of approximately 2-3 acres. See Exhibit A.0 for detailed scope of services.

PAGE 3

Thirteen-Thousand Five-Hundred and 0/100 Dollars (\$13,500.00)

...

The Owner shall pay the Architect an initial payment of zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

...

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten percent (10 %).

Additions and Deletions Report for AIA Document B105™ – 2017. Copyright © 1993, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:50:30 ET on 04/30/2019 under Order No. 4196657523 which expires on 03/25/2020, and is not for resale.

User Notes:

(3B9ADA4A)

...

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of two percent (2 %), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

...

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond six (6) months of the date of this Agreement through no fault of the Architect.

...

Exhibit A.0 – Tribute Design Systems proposal for architectural services
Exhibit A – Extent of existing cemetery / new plot
Exhibit B – 2019 Rate & Fee Schedule

...

(Printed (Printed name and title)title)

Zach RasmussenProject Managing Architect
*(Printed name, title, and license number, if
~~required~~required)*

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:50:30 ET on 04/30/2019 under Order No. 4196657523 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ - 2017, Standard Short Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



January 24, 2019

Mr. Jarrod Holter
City of Onalaska - Department of Public Works
415 Main Street
Onalaska, WI 54650

Re: Onalaska Cemetery – Master Plan of cemetery
Project #: 19-003

Dear Mr. Holter,

Our company appreciates the opportunity and consideration towards the enclosed proposal for architectural Master Planning services. As part of our services, Tribute will provide cemetery master planning design services of the currently 'undeveloped' and 'underdeveloped' portions of Onalaska Cemetery located at 1200 Main St, Onalaska, WI.

Project Understanding

Established in the 1857, Onalaska Cemetery encompasses approximately 13 acres of land in the central portion of the City of Onalaska. It is currently the only cemetery managed and operated by the City. Approximately 90% of the existing cemetery is plotted with in-ground burials, with approximately 85% of those grave plots already sold or occupied. (see Exhibit A)

Currently, the City is interested in conducting a Master Plan of the existing 'underdeveloped' southern portion of the cemetery as well as an additional 2-3 acre plot just southeast of the current cemetery. This plot is currently vegetated with mature trees and has quite a bit of elevation change, which could be graded to support cemetery development. Master Planning of this 2-3 acre plot would also investigate partial or complete closure of Hickory Street, to combine the existing cemetery with the new plot for pedestrian travel.

With cremation rates increasing, and currently ranging between 40-60% of all after-life arrangements, the City would like to review the introduction of cremation products in the way of community columbaria, cremation gardens with above and below ground urn spaces, etc. All of these products and more will be discussed during initial programming and schematic design.

With the Master Plan, Tribute will provide 2-3 schematic options for the design to be discussed, refined and eventually finalized. Along with the design, Tribute will support and offer in-person presence during 'public-review meetings' with organizations involved with the cemetery.

Project Scope

Tribute will work with your organization to establish a master plan that will include the following service as determined by your goals / program for your cemetery:

- Entrances and signage location(s) – if needed
- Roadway & Walkway layouts and parking
- Interment areas (in-ground burial) / Cremation Gardens (above ground)
- Feature areas
- Location for future architecture (columbarium, chapel structures, garden mausoleum, etc.)
- Areas of the cemetery to remain 'natural' or 'park-like'
- Preliminary development phasing
- (15-20p) written report on proposed elements of master plan
- Three (3) web-based design presentations / discussions
- One (1) in-person design presentation / discussion with Public
- Electronic PDF copies of all drawings / documents

Additional services not included in this project scope:

- Topographical / Boundary Survey of property
- Section layout / design of burial sections beyond master planning
- Schematic Design / Design Development or Construction Documents related to roads, walkways, features or architectural structures
- 3-D Renderings
- Landscape drawings
- Civil Engineering / Storm Water Management
- Structural, Mechanical & Electrical Engineering
- City, County or State permits or document review fees
- Travel Expenses (see Exhibit B)
- Cost Estimates
- Bidding & Negotiation
- Soil borings / Geotechnical Reports
- Construction Administration

Fee Structure:

Tribute will provide Architectural services for a fee of:

Thirteen-Thousand Five-Hundred and 0/100 Dollars (\$13,500.00)

Terms & Conditions

The terms and conditions of the AIA Document B105, Standard Form of Agreement Between Owner and Architect (2017 edition), shall apply to and be part of this proposal. If this proposal is acceptable, please sign and return one copy for our records or request that TDS issue the AIA B105 contract. Services will be billed monthly based on work completed.

Sincerely,
TRIBUTE DESIGN SYSTEMS, LLC



Zach Rasmussen
Project Managing Architect

Enclosure:

Exhibit A – Extent of existing cemetery / new plot

Exhibit B – 2019 Rate & Fee Schedule

ACCEPTANCE

This proposal of services is accepted and I authorize work to be completed.

Jarred Holter

DATE



Legend

- Cemetery Property

Graves

- DO NOT SELL
- EMPTY
- NOT SOLD
- OCCUPIED
- SALE PENDING

Disclaimer: This map is to be used for reference purposes only. Every effort will be made to make this map as accurate as possible.



EXHIBIT B
2019
RATE AND FEE SCHEDULE
 - Effective January 1, 2019 -

| | <u>Hourly</u> |
|--|---------------|
| Principals:President and CEO | \$300 |
|Chief Operating Officer..... | \$250 |
|Director of Operations..... | \$200 |
| Project Architect..... | \$150-175 |
| Project Manager | \$130-150 |
| Graphic Designer | \$100-120 |
| CAD Operator | \$95 |
| Clerical Support | \$55 |

Reimbursable Expenses

| | |
|---|----------------------|
| Travel: | |
| Daily Travel Rate | Included |
| Local Travel Rate..... | \$Per Hourly rate |
| Auto..... | \$0.64 per mile |
| Rental Car..... | direct cost |
| Airline | direct cost |
| Lodging & Meals | direct cost |
| Tolls, Tips, etc..... | direct cost |
| Phone, Postage, etc..... | direct cost |
| Printing and Office Supplies | direct cost plus 10% |
| Outside Engineers and Consultants | direct cost plus 10% |

5/08/2019 1:03 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-O

EXPIRATIO

CLASSES: All

COMMENT:

STATUS: ACTIVE

PAY STATU

CITY LIMITS: INSIDE, OUTSIDE

#13

| ID | CODE | NAME/ PROPERTY ADDRESS | STATUS | CLASS/ REPORT | ORIG/ RENEW | TERM/ PRINTED |
|-------|-----------|--|---------------|----------------------|----------------|------------------|
| 00086 | RECBURN-O | LATHROP 4/23/19-12/31/20 1318 MONROE ST | JOEL & ACTIVE | REC BURN REC BURN | 4/27/2012 | 4/23/2019 |
| 00163 | RECBURN-O | ZANOTTI 4/19/19-12/31/20 541 EAGLE CT | NANCY ACTIVE | REC BURN REC BURN | 5/10/2012 | 4/19/2019 |
| 00238 | RECBURN-O | SCHINDLER 5/07/19-12/31/20 621 13TH AVE S | LOIS ACTIVE | REC BURN REC BURN | 5/24/2012 | 5/07/2019 |
| 00247 | RECBURN-O | EARP 4/24/19-12/31/20 118 LARKSPUR LN E | TY & S ACTIVE | REC BURN REC BURN | 5/25/2012 | 4/24/2019 |
| 00268 | RECBURN-O | LANGE 4/29/19-12/31/20 601 JULINE WAY | STEVEN ACTIVE | REC BURN REC BURN | 5/30/2012 | 4/29/2019 |
| 00313 | RECBURN-O | STALLMAN 5/01/19-12/31/20 202 COACHLITE CT S | AARICA ACTIVE | REC BURN REC BURN | 6/04/2012 | 5/01/2019 |
| 00355 | RECBURN-O | MILLER 4/22/19-12/31/20 449 4TH AVE N | BEN ACTIVE | REC BURN REC BURN | 6/13/2012 | 4/22/2019 |
| 00553 | RECBURN-O | CARRIE 5/07/19-12/31/20 436 COURT ST S | MELISS ACTIVE | REC BURN REC BURN | 6/29/2012 | 5/07/2019 |
| 01016 | RECBURN-O | GOETHEL 4/19/19-12/31/20 1509 CLIFFVIEW AVE | PATRIC ACTIVE | REC BURN REC BURN | 12/28/2012 | 4/19/2019 |
| 01086 | RECBURN-O | HUGHES 4/16/19-12/31/20 595 COURT RD | TIMOTH ACTIVE | REC BURN REC BURN | 3/26/2015 | 4/16/2019 |
| 01124 | RECBURN-O | LEE 4/17/19-12/31/20 438 MAYFAIR PL | MAI SH ACTIVE | REC BURN REC BURN | 4/03/2015 | 4/17/2019 |
| 01179 | RECBURN-O | JORGENSEN 4/17/19-12/31/20 505 GREEN ST | MICHAE ACTIVE | REC BURN REC BURN | 4/20/2015 | 4/17/2019 |

5/08/2019 1:03 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-O

EXPIRATIO

CLASSES: All

COMMENT:

STATUS: ACTIVE

PAY STATU

CITY LIMITS: INSIDE, OUTSIDE

| ID | CODE | NAME/ PROPERTY ADDRESS | | STATUS | CLASS/ REPORT | ORIG/ RENEW | TERM/ PRINTED |
|-------|-----------|----------------------------------|---------|--------|----------------------|----------------|------------------|
| 01211 | RECBURN-O | SCHULTZ 950 OAK AVE N | CHAD | ACTIVE | REC BURN REC BURN | 5/07/2015 | 4/23/2019 |
| 01221 | RECBURN-O | GREENE 1106 MONROE ST | DIANA | ACTIVE | REC BURN REC BURN | 5/11/2015 | 4/08/2019 |
| 01267 | RECBURN-O | KRAUSE 510 BIRDIE CT | TOM & | ACTIVE | REC BURN REC BURN | 5/22/2015 | 4/08/2019 |
| 01321 | RECBURN-O | VILLARE 709 STONEBRIDGE AVE | ANTHON | ACTIVE | REC BURN REC BURN | 6/10/2015 | 4/12/2019 |
| 02059 | RECBURN-O | LARSON 824 MADISON ST | MICHAEL | ACTIVE | REC BURN REC BURN | 4/06/2017 | 4/08/2019 |
| 02111 | RECBURN-O | MANIX 1008 GREEN ST | ADAM | ACTIVE | REC BURN REC BURN | 5/05/2017 | 4/16/2019 |
| 02801 | RECBURN-O | KOHLMAN 809 12TH AVE S | JANA | ACTIVE | REC BURN REC BURN | 3/26/2013 | 4/16/2019 |
| 02811 | RECBURN-O | HILL 1347 4TH AVE N | TAMERA | ACTIVE | REC BURN REC BURN | 3/27/2013 | 4/23/2019 |
| 02818 | RECBURN-O | ANDERSON 1402 WELL ST | GWYN* | ACTIVE | REC BURN REC BURN | 3/28/2013 | 4/09/2019 |
| 02890 | RECBURN-O | HEMKER 925 WESTVIEW CIRCLE DR | RONALD | ACTIVE | REC BURN REC BURN | 4/19/2013 | 5/03/2019 |
| 02910 | RECBURN-O | PAAR 648 10TH AVE N | KEITH | ACTIVE | REC BURN REC BURN | 4/29/2013 | 4/19/2019 |
| 02947 | RECBURN-O | MEYER 521 OAK AVE N | PAUL | ACTIVE | REC BURN REC BURN | 5/06/2013 | 4/25/2019 |

5/08/2019 1:03 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-O

EXPIRATIO

CLASSES: All

COMMENT:

STATUS: ACTIVE

PAY STATU

CITY LIMITS: INSIDE, OUTSIDE

| ID | CODE | NAME/ PROPERTY ADDRESS | STATUS | CLASS/ REPORT | ORIG/ RENEW | TERM/ PRINTED |
|-------|-----------|--------------------------------------|---------------|----------------------|----------------|------------------|
| 02969 | RECBURN-O | PLATT 301 LARKSPUR LN E | JEFFRE ACTIVE | REC BURN REC BURN | 5/10/2013 | 4/10/2019 |
| 02972 | RECBURN-O | BAUER 2309 THOMAS CT | BRETT ACTIVE | REC BURN REC BURN | 5/10/2013 | 4/10/2019 |
| 02989 | RECBURN-O | MEYER 2016 CHARLES AVE | KAREN ACTIVE | REC BURN REC BURN | 5/14/2013 | 4/09/2019 |
| 02999 | RECBURN-O | RUTZ 1616 HICKORY ST | NATHAN ACTIVE | REC BURN REC BURN | 5/15/2013 | 5/07/2019 |
| 03004 | RECBURN-O | MILLER 601 8TH AVE S | JENNY ACTIVE | REC BURN REC BURN | 5/15/2013 | 5/07/2019 |
| 03015 | RECBURN-O | OPLAND 818 PIERCE ST | MITCH ACTIVE | REC BURN REC BURN | 5/17/2013 | 4/11/2019 |
| 03061 | RECBURN-O | STACHOWSKI 806 WESTWOOD DR | PAUL ACTIVE | REC BURN REC BURN | 5/24/2013 | 4/19/2019 |
| 03067 | RECBURN-O | HARTER 4016 MARY DR | THOMAS ACTIVE | REC BURN REC BURN | 5/24/2013 | 4/08/2019 |
| 03107 | RECBURN-O | SADDLER 949 OAK AVE N | BRIAN ACTIVE | REC BURN REC BURN | 6/05/2013 | 4/24/2019 |
| 03165 | RECBURN-O | CHAFOULIAS 2828 PRAIRIE CLOVER PL | MARK & ACTIVE | REC BURN REC BURN | 6/17/2013 | 4/18/2019 |
| 03185 | RECBURN-O | PASELL 1025 OAK AVE S 207 | DALE T ACTIVE | REC BURN REC BURN | 6/24/2013 | 4/25/2019 |
| 03218 | RECBURN-O | PROUDFOOT 437 FLINT CT | BARBAR ACTIVE | REC BURN REC BURN | 7/05/2013 | 4/24/2019 |

5/08/2019 1:03 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-O

EXPIRATIO

CLASSES: All

COMMENT:

STATUS: ACTIVE

PAY STATU

CITY LIMITS: INSIDE, OUTSIDE

| ID | CODE | NAME/ PROPERTY ADDRESS | | STATUS | CLASS/ REPORT | ORIG/ RENEW | TERM/ PRINTED |
|-------|------------------|---------------------------|--------|--------|------------------|----------------|------------------|
| 03220 | RECBURN-O | NEWGAARD | JODY | ACTIVE | REC BURN | 7/05/2013 | |
| | 4/08/19-12/31/20 | 608 8TH AVE N | | | REC BURN | | 4/08/2019 |
| 03360 | RECBURN-O | IRA | MARK | ACTIVE | REC BURN | 8/23/2013 | |
| | 4/26/19-12/31/20 | 404 7TH AVE N | | | REC BURN | | 4/26/2019 |
| 03379 | RECBURN-O | KOBLITZ | JEFFRE | ACTIVE | REC BURN | 9/05/2013 | |
| | 4/22/19-12/31/20 | 1228 WILSON ST | | | REC BURN | | 4/22/2019 |
| 03817 | RECBURN-O | MCCOMBS | STEVEN | ACTIVE | REC BURN | 4/08/2014 | |
| | 4/16/19-12/31/20 | 558 COURT RD | | | REC BURN | | 4/16/2019 |
| 03950 | RECBURN-O | MATZ | JENNA | ACTIVE | REC BURN | 5/09/2014 | |
| | 5/02/19-12/31/20 | 609 4TH AVE N | | | REC BURN | | 5/02/2019 |
| 04020 | RECBURN-O | SYMICEK | RUDY | ACTIVE | REC BURN | 5/23/2014 | |
| | 5/06/19-12/31/20 | 415 8TH AVE S | | | REC BURN | | 5/06/2019 |
| 04151 | RECBURN-O | OLSON | KOLIN | ACTIVE | REC BURN | 7/03/2014 | |
| | 5/06/19-12/31/20 | 511 3RD AVE S | | | REC BURN | | 5/06/2019 |
| 04184 | RECBURN-O | URBAN | TERESA | ACTIVE | REC BURN | 7/18/2014 | |
| | 4/29/19-12/31/20 | 815 MONROE ST | | | REC BURN | | 4/29/2019 |
| 04635 | RECBURN-O | JOHNSON | CANDIS | ACTIVE | REC BURN | 8/31/2015 | |
| | 5/07/19-12/31/20 | 335 6TH AVE N | | | REC BURN | | 5/07/2019 |
| 04801 | RECBURN-O | LICHTY | JOSH | ACTIVE | REC BURN | 8/02/2016 | |
| | 4/26/19-12/31/20 | 618 11TH AVE N | | | REC BURN | | 4/26/2019 |
| 04927 | RECBURN-O | WAGNER | JAMIE | ACTIVE | REC BURN | 2/20/2017 | |
| | 4/08/19-12/31/20 | 911 OAK TIMBER DR | | | REC BURN | | 4/08/2019 |
| 05001 | RECBURN-O | NORLAND | ABBY | ACTIVE | REC BURN | 4/12/2017 | |
| | 4/03/19-12/31/20 | 2125 CRAIG LN W | | | REC BURN | | 4/03/2019 |

5/08/2019 1:03 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-O

EXPIRATIO

CLASSES: All

COMMENT:

STATUS: ACTIVE

PAY STATU

CITY LIMITS: INSIDE, OUTSIDE

| ID | CODE | NAME/ PROPERTY ADDRESS | STATUS | CLASS/ REPORT | ORIG/ RENEW | TERM/ PRINTED |
|-------|-----------|-------------------------------|---------------|----------------------|----------------|------------------|
| 05002 | RECBURN-O | BENEDICT 411 6TH AVE N | JORDAN ACTIVE | REC BURN REC BURN | 4/13/2017 | 4/16/2019 |
| 05031 | RECBURN-O | SCHEEL 510 8TH AVE S | RYAN ACTIVE | REC BURN REC BURN | 5/22/2017 | 4/23/2019 |
| 05041 | RECBURN-O | LUDINGTON 1302 4TH AVE N | EDWARD ACTIVE | REC BURN REC BURN | 6/01/2017 | 4/24/2019 |
| 05064 | RECBURN-O | BLOOM 656 GREEN CT | BRIAN ACTIVE | REC BURN REC BURN | 6/23/2017 | 4/25/2019 |
| 05065 | RECBURN-O | FLYNN 600 4TH AVE N | SHANNO ACTIVE | REC BURN REC BURN | 6/23/2017 | 5/03/2019 |
| 05081 | RECBURN-O | RICKER 221 POPLAR ST | CHRIST ACTIVE | REC BURN REC BURN | 7/13/2017 | 4/26/2019 |
| 05083 | RECBURN-O | BEANE 608 LAKE ST | KATHRY ACTIVE | REC BURN REC BURN | 7/18/2017 | 4/22/2019 |
| 05089 | RECBURN-O | STELL 2404 HARMONY PT PL | MELISS ACTIVE | REC BURN REC BURN | 8/01/2017 | 4/17/2019 |
| 05694 | RECBURN-O | CLOUGH 2427 CEDAR CREEK LN | MARK ACTIVE | REC BURN REC BURN | 4/03/2019 | 4/08/2019 |
| 05696 | RECBURN-O | RIVERA 406 8TH AVE S | JOSE ACTIVE | REC BURN REC BURN | 4/04/2019 | 4/09/2019 |
| 05698 | RECBURN-O | JACKSON 622 WESTWOOD DR | SCOTT ACTIVE | REC BURN REC BURN | 4/05/2019 | 4/10/2019 |
| 05699 | RECBURN-O | BURG 614 TROY ST | RYAN* ACTIVE | REC BURN REC BURN | 4/05/2019 | 4/10/2019 |

5/08/2019 1:03 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-O

EXPIRATIO

CLASSES: All

COMMENT:

STATUS: ACTIVE

PAY STATU

CITY LIMITS: INSIDE, OUTSIDE

| ID | CODE | NAME/ PROPERTY ADDRESS | STATUS | CLASS/ REPORT | ORIG/ RENEW | TERM/ PRINTED |
|-------|-----------|---------------------------------|---------------|----------------------|----------------|------------------|
| 05700 | RECBURN-O | INGBRITSEN 718 SAND LAKE RD | KATHRY ACTIVE | REC BURN REC BURN | 4/08/2019 | 4/15/2019 |
| 05701 | RECBURN-O | MORGAN 562 PRALLE RD | GRANT ACTIVE | REC BURN REC BURN | 4/08/2019 | 4/15/2019 |
| 05704 | RECBURN-O | FERNANDES 2027 CRAIG LN W | GLENN ACTIVE | REC BURN REC BURN | 4/10/2019 | 4/30/2019 |
| 05707 | RECBURN-O | BEILKE 1581 EAST YOUNG DRIVE | BARRY ACTIVE | REC BURN REC BURN | 4/12/2019 | 4/24/2019 |
| 05708 | RECBURN-O | EKLUND 417 FLINT CT | ELIZAB ACTIVE | REC BURN REC BURN | 4/15/2019 | 4/25/2019 |
| 05713 | RECBURN-O | SWANSON 635 HANSON CT | NICHOL ACTIVE | REC BURN REC BURN | 4/16/2019 | 4/24/2019 |
| 05717 | RECBURN-O | KENT 312 12TH AVE | ALEX ACTIVE | REC BURN REC BURN | 4/18/2019 | 4/24/2019 |
| 05723 | RECBURN-O | EGAN 4044 MARY DR | RYAN ACTIVE | REC BURN REC BURN | 4/19/2019 | 4/24/2019 |
| 05724 | RECBURN-O | MCCAULEY 1545 W YOUNG | JASON ACTIVE | REC BURN REC BURN | 4/19/2019 | 4/24/2019 |
| 05725 | RECBURN-O | ASPENSON 509 10TH AVE N | KATIE ACTIVE | REC BURN REC BURN | 4/23/2019 | 4/25/2019 |
| 05728 | RECBURN-O | WIRTZ 1101 ASPEN VALLEY DR | ELIZAB ACTIVE | REC BURN REC BURN | 4/24/2019 | 4/25/2019 |
| 05729 | RECBURN-O | KLEINSCHMIDT 810 MAIN ST | RANDY ACTIVE | REC BURN REC BURN | 4/24/2019 | 4/25/2019 |

5/08/2019 1:03 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-O

EXPIRATIO

CLASSES: All

COMMENT:

STATUS: ACTIVE

PAY STATU

CITY LIMITS: INSIDE, OUTSIDE

| ID | CODE | NAME/ PROPERTY ADDRESS | | STATUS | CLASS/ REPORT | ORIG/ RENEW | TERM/ PRINTED |
|-------|-----------|-------------------------------|--------|--------|----------------------|----------------|------------------|
| 05730 | RECBURN-O | VANG 1032 HICKORY ST | LIA | ACTIVE | REC BURN REC BURN | 4/25/2019 | 5/01/2019 |
| 05731 | RECBURN-O | POWERS | RILEY | ACTIVE | REC BURN REC BURN | 4/26/2019 | 5/03/2019 |
| 05732 | RECBURN-O | ISAACS 612 L HAUSER RD | KEITH | ACTIVE | REC BURN REC BURN | 4/26/2019 | 5/03/2019 |
| 05735 | RECBURN-O | OPSAHL 418 9TH AVE N | DYLAN | ACTIVE | REC BURN REC BURN | 4/29/2019 | 5/03/2019 |
| 05736 | RECBURN-O | FAAS 526 SPRUCE ST | CHRIS | ACTIVE | REC BURN REC BURN | 4/29/2019 | 5/03/2019 |
| 05746 | RECBURN-O | BOLLOM 268 ELM DR | BRIAN | ACTIVE | REC BURN REC BURN | 5/01/2019 | 5/07/2019 |
| 05754 | RECBURN-O | HELMING 1030 TERRACE DR | TIM & | ACTIVE | REC BURN REC BURN | 5/02/2019 | 5/07/2019 |
| 05763 | RECBURN-O | KOUBA 928 PARK PL | JOEL | ACTIVE | REC BURN REC BURN | 5/03/2019 | 5/07/2019 |
| 05764 | RECBURN-O | HAFFEMANN 917 GREEN BAY ST | MATTHE | ACTIVE | REC BURN REC BURN | 5/06/2019 | |

REPORT TOTALS: 81 LICENSES

ORDINANCE NO. 1636 -2019

AN ORDINANCE TO AMEND CHAPTER 1 OF TITLE 10,
SECTION 15 OF THE CODE OF ORDINANCES OF THE CITY OF ONALASKA RELATING TO
CONTROLLED INTERSECTIONS DESIGNATED

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

SECTION I. Title10, Chapter 1, Section 15, Subsections (a) 289, 290 and 291 of the
City of Onalaska Code of Ordinances related to Controlled Intersections are hereby created as
follows:

Sec. 10-1-15 Controlled Intersections Designated.

(a) **Complete Stops Required.** It shall be unlawful for any person driving or operating any
motor vehicle or other vehicle to drive or cause the same to be driven into an intersection
designated and declared as follows to be a stop zone, whether designated as requiring one-way
stops, two-way stops, three-way stops, four-way stops or signalized intersections, without first
coming to a full and complete stop. Stop signs shall be erected at the following intersections:

(289) At the Northwest and Southeast corners of Green Street at the intersection of
Green Street and 11th Avenue South.

(290) In all directions at the intersection of Abbey Road and Strawberry Road.

(291) At the Southwest and Northeast corners of Oak Timber Drive at the intersection
of Oak Timber Drive and Rolling Oaks Drive.

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 1636 – 2019

Please route in this order

Eric Rindfleisch, Administrator

(let Caitlin review all annexation ordinances – **check wards and districts**)

Eric Rindfleisch
(signature)

No Fiscal Impact

Budgeted Item

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

Jarrod Holter, City Engineer

J. Holter 3-21-19
(signature)

No Fiscal Impact

Budgeted Item 7 STOP SIGNS @ \$100/EACH INSTALLED

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

Troy Miller, Chief of Police

Troy Miller 3-22-19
(signature)

No Fiscal Impact

Budgeted Item

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

Fred Buehler, Financial Services Director

Fred Buehler 3-26-19
(signature)

No Fiscal Impact

Budgeted Item

Will need \$ 100 ea. for non-budgeted item(s) to meet the requirements of this ordinance.

ORDINANCE NO. 1639-19**AN ORDINANCE TO ANNEX LAND LOCATED IN THE NORTHEAST ¼ OF THE
NORTHWEST ¼ IN SECTION 29, TOWNSHIP 17 NORTH, RANGE 7 WEST
FROM THE TOWN OF ONALASKA 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 Onalaska, 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 First Aldermanic District.

SECTION III. The properties are hereby zoned Light Industrial (M-1) 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 _____ day of _____, 2019.

CITY OF ONALASKA

By: _____
Joe Chilsen, Mayor

By: _____
Caroline Burmaster, Clerk

PASSED:
APPROVED:
PUBLISHED:

EXHIBIT A

Parcel A- 5560 Abbey Road

All of Lot 1, Certified Survey Map, Volume 3, Page 153, Document Number 990439, located in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 29, T17N—R7W, Town of Onalaska, La Crosse County, Wisconsin.

Subject to any easements, covenants and restrictions of record.

Parcel B- 5538 Abbey Road

Part of Lot 11, Block 2, The Commercial Quarter, located in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 29, T17N-R7W, Town of Onalaska, La Crosse County, Wisconsin described as follows:

Commencing at the South $\frac{1}{4}$ corner of Section 29, thence N 10°18'28" W 3227.82 feet to the southwest corner of Lot 11, Block 2, the Commercial Quarter and the point of beginning of this description:

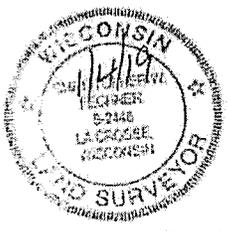
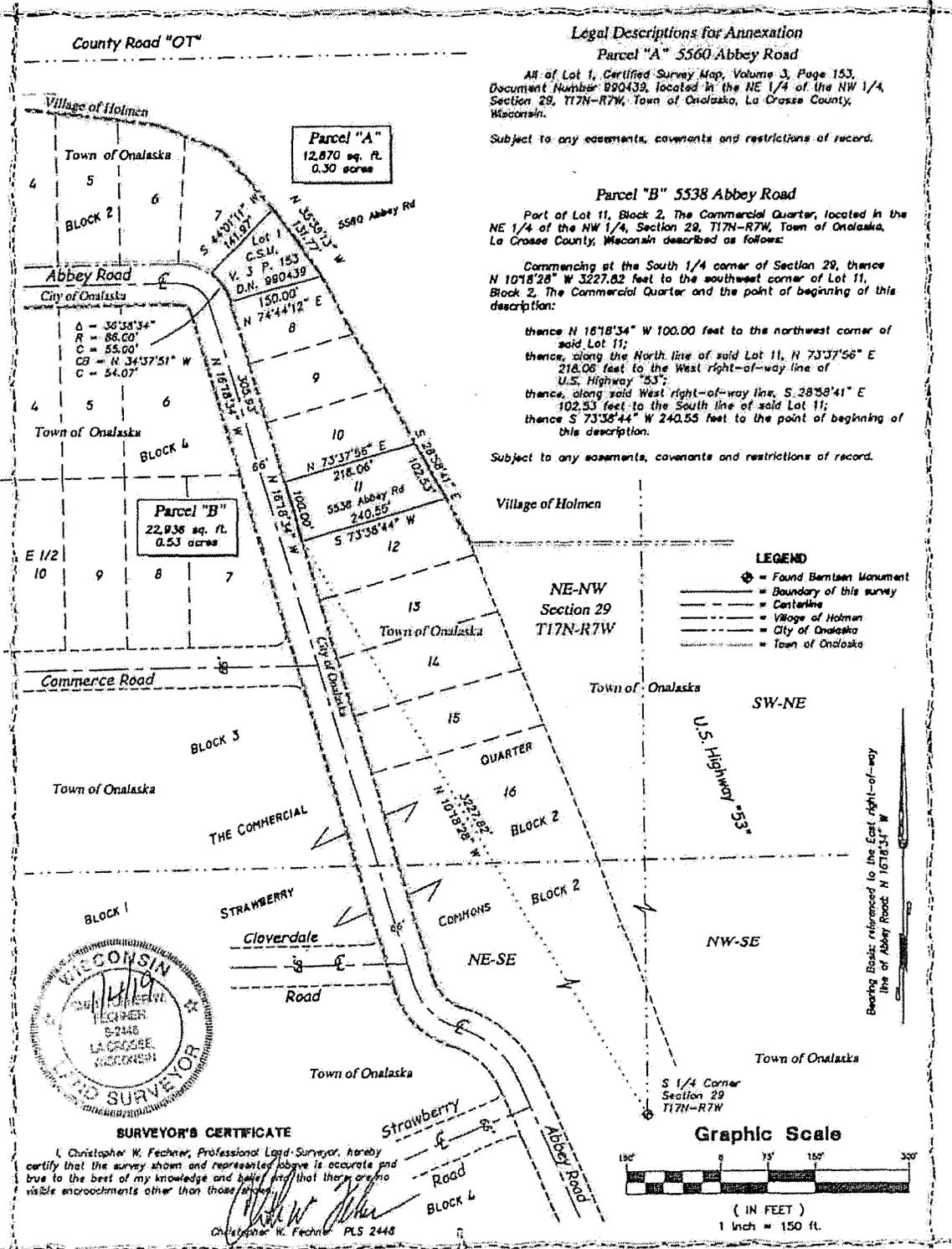
thence N 16°18'34" W 100.00 feet to the northwest corner of said Lot 11;

thence, along the North line of said Lot 11, N 75°37'56" E 218.06 feet to the West right-of-way line of U.S. Highway "53":

thence, along said West right-of-way line, S 28°58'41" E 102.53 feet to the South line of said Lot 11;

thence S 73°38'44" W 240.55 feet to the point of beginning of this description.

Subject to any easements, covenants and restrictions of record.



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

Christopher W. Fechner
 Christopher W. Fechner PLS 2448

SURVEY FOR
Richard Volden

| | | |
|---|--------------|-------------|
| All of Lot 1, C.S.M., V. 3, P. 153, D.N. 990439, also part of Lot 11, Block 2, The Commercial Quarter, Town of Onalaska, La Crosse County, WI N5538 & N5560 Abbey Road | DRAWN BY: | DATE: |
| | CF TS | 14/2019 |
| | REVIEW BY: | DATE: |
| | | |
| SHEET 1 OF 1 | PROJECT NO.: | FIELD CREW: |
| | S-7376D | RC |

C R Coulee Region
L S Land Surveyors

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

FISCAL IMPACT OF ORDINANCE 1639 – 2019

Please route in this order

Abbey Road Annexation
Eric Rindfleisch, Administrator

(let Caitlin review all annexation ordinances – check wards and districts)

[Signature]
(signature)

No Fiscal Impact

Budgeted Item

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

Jarrold Holter, City Engineer

C. Holter 3-21-19
(signature)

No Fiscal Impact

Budgeted Item

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

~~Am. Lyst~~
Caitlin Hagar, GIS Technician / Erosion Control Inspector
check wards and districts

Caitlin Hagar
(signature)

Wards and Districts OK

Troy Miller, Chief of Police

[Signature] 3-22-19
(signature)

No Fiscal Impact *Potential for Fiscal Impact in form of Police Services if developed.*

Budgeted Item

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

Fred Buehler, Financial Services Director

Fred Buehler 3-26-19
(signature)

No Fiscal Impact

Budgeted Item

Will need \$ _____ for unknown costs @ this time to meet the requirements of this ordinance.

ORDINANCE NO. 1640-2019

AN ORDINANCE TO AMEND ARTICLE E OF CHAPTER 1 OF TITLE 10 OF THE CODE OF ORDINANCES OF THE CITY OF ONALASKA RELATING TO WINTER ALTERNATE PARKING

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

SECTION I. Chapter 1 of Title 10, Section 60, Subsection (d)(3) of the City of Onalaska Code of Ordinances related to Winter Alternate Parking is hereby deleted in its entirety and replaced as follows:

Sec. 10-1-60 Penalties.

(d) Forfeitures For Parking Violations.

(3) Winter Alternate Parking. The forfeiture for violation of the provisions of Section 10-1-29 (a) of this Chapter relating to overnight parking from November 15 through April 1 and snow removal from public parking lots shall be as set forth on the City's Parking Violation Penalty Chart available on the City of Onalaska website and at the City Clerk's office and Joint Municipal Clerk's office. In the event the forfeiture is not paid within forty five (45) days of the date of violation, the City reserves the right to suspend the operating privileges of the owner and/or the registration of the vehicle involved in such violation until the penalty is paid in full. If the vehicle is towed it will be at the owner's expense. If a vehicle is determined by the City Engineer or their designee to be a hindrance to the snow plowing/removal, they can order the tow of the vehicle. If a vehicle has received more than nine (9) parking tickets in a season, that vehicle will be towed at the direction of the police each time it is in violation during the remainder of the season.

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:

Eric Rindfleisch, Administrator

(let Caitlin review all annexation ordinances – check wards and districts)

E Rindfleisch 2/15/19
(signature)

No Fiscal Impact

Budgeted Item

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

Jarrold Holter, City Engineer

J Holter 4-2-19
(signature)

No Fiscal Impact

Budgeted Item

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

Troy Miller, Chief of Police

T Miller 4-2-19
(signature)

No Fiscal Impact

Budgeted Item

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

Fred Buehler, Financial Services Director

F Buehler 4-2-19
(signature)

No Fiscal Impact

Budgeted Item

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

ORDINANCE NO. 1642 -2019

AN ORDINANCE TO AMEND SECTION 14 OF CHAPTER 3 OF TITLE 2
OF THE CODE OF ORDINANCES OF THE CITY OF ONALASKA RELATING TO
THE CITY ADMINISTRATOR

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

SECTION I. Title 2, Chapter 3, Section 14 of the City of Onalaska Code of
Ordinances related to City Administrator is hereby deleted in its entirety and replaced as
follows:

Sec. 2-3-14 City Administrator.

- (a) **Office and Purpose.** The office of City Administrator is created, to be an officer of the City, pursuant to Wis. Stats. §62.09(1)(a). The City Administrator shall be the chief operating officer of the City, shall administer City departments to implement the policies set by the Council, and shall be responsible for the efficient coordination of all City departments, boards and commissions. The Common Council may adopt a job description for the City Administrator and amend it from time to time, and the City Administrator shall substantially comply with the requirements of the job description. It is the intent that the City Administrator shall have the clear authority to coordinate and administer the day-to-day operations of municipal government as specified in this section.
- (b) **Appointment and Termination.** At any time there is a vacancy in the office of City Administrator, a nominee for the office shall be selected by a selection committee. The selection committee may delegate any duties of the selection process to City staff or working groups and may appoint nominating* committees or interview panels as necessary. The selection committee shall negotiate the basic terms of the nominee's employment contract, and the final contract shall contain such additional provisions as are determined by the Common Council and Human Resources. The nominee and the proposed terms of the employment contract shall be presented to the Council, which shall then confirm or reject the nominee and the proposed terms of the nominee's employment contract. Confirmation shall be by simple majority vote. Upon confirmation by the Council, the Mayor shall execute the employment contract and the nominee shall assume the office. If the Common Council does not confirm either the nominee or the proposed terms of the employment contract, then the selection committee shall either begin searching for another nominee or attempt to re-negotiate the terms of the

employment contract to which the Council objects, and shall continue until a nominee and a contract have been confirmed by the Council and an employment contract has been executed by the Mayor on behalf of the City. Selection and confirmation of the City Administrator shall be based solely on merit, including education, training, general fitness for office and experience in municipal administration and municipal land use, development, planning and zoning.

- (c) **Term.** The City Administrator shall hold office for an indefinite term, subject to removal at any time by a two-thirds (2/3) vote of the Council.
- (d) **Contract.** The City Administrator's employment contract shall be in writing and shall specify that employment is at-will.
- (e) **Organizational Level.** The City Administrator, as chief operating officer, is delegated the Mayor's executive authority to administer independently the operations of certain City departments, as defined below, and is therefore subordinate to, and performs duties at the request of, the City Council. The City Administrator is superior to, and has direct authority over, the heads of the City departments which are under the City Administrator's direction.
- (f) **Specific Duties.** The City Administrator shall perform the following duties, in addition to the duties attendant to the office and as specified in the City Administrator's job description:
 - (1) Administer the operations of, and have direct authority over the heads of, the following City departments: Assessor; Cemetery; Finance; Information Technology; Planning, Parks and Recreation; Public Works; and all other City departments and offices the oversight of which is not given to other City officials
 - (2) Coordinate the operations of, and facilitate the cooperation of all City departments, commissions and boards to maximize the efficiency of implementation of policies set by the Council, regardless of whether the City Administrator has direct authority over the departments, commissions or boards.
- (g) **Annual Review.** The City Administrator shall undergo an annual performance review consistent with the review cycle for all exempt employees. The review shall be conducted by the Common Council President and Finance & Personnel Chair; if they are one and the same, then another Council member, other than the Council President shall be chosen by the Council President. The Mayor and Human Resources Director will serve as advisors during the review. The Council President shall request input from the remaining Council members for the review committee one month prior to the review being completed. The Council President shall prepare a report to the Council of the results of the review, identify specific goals to address performance deficiencies, and recommend other appropriate actions to be taken, including salary adjustments.
- (h) **Acting City Administrator.** The City Administrator may designate a City officer to act as City Administrator in the City Administrator's absence from office for reasons of illness, vacation, business or any other reason for a period of more than three days.

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

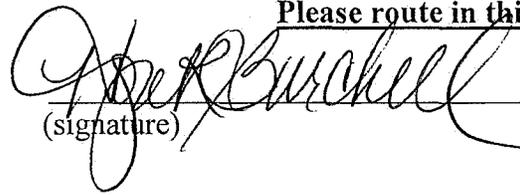
By: _____
Caroline Burmaster, Clerk

PASSED:
APPROVED:
PUBLISHED:

FISCAL IMPACT OF ORDINANCE 1642 – 2019

Please route in this order

Hope Burchell, HR Director


(signature)

No Fiscal Impact

Budgeted Item

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

employment contract to which the Council objects, and shall continue until a nominee and a contract have been confirmed by the Council and an employment contract has been executed by the Mayor on behalf of the City. Selection and confirmation of the City Administrator shall be based solely on merit, including education, training, general fitness for office and experience in municipal administration and municipal land use, development, planning and zoning.

- (c) **Term.** The City Administrator shall hold office for an indefinite term, subject to removal at any time by a two-thirds (2/3) vote of the Council.
- (d) **Contract.** The City Administrator's employment contract shall be in writing and shall specify that employment is at-will.
- (e) **Organizational Level.** The City Administrator, as chief operating officer, is delegated the Mayor's executive authority to administer independently the operations of certain City departments, as defined below, and is therefore subordinate to, and performs duties at the request of, the City Council. The City Administrator is superior to, and has direct authority over, the heads of the City departments which are under the City Administrator's direction.
- (f) **Specific Duties.** The City Administrator shall perform the following duties, in addition to the duties attendant to the office and as specified in the City Administrator's job description:
 - (1) Administer the operations of, and have direct authority over the heads of, the following City departments: Assessor; Cemetery; Finance; Information Technology; Planning, Parks and Recreation; Public Works; and all other City departments and offices the oversight of which is not given to other City officials
 - (2) Coordinate the operations of, and facilitate the cooperation of all City departments, commissions and boards to maximize the efficiency of implementation of policies set by the Council, regardless of whether the City Administrator has direct authority over the departments, commissions or boards.
- (g) **Annual Review.** The City Administrator shall undergo an annual performance review consistent with the review cycle for all exempt employees. The review shall be conducted by the Common Council President and Finance & Personnel Chair; if they are one and the same, then another Council member, other than the Council President shall be chosen by the Council President. The Mayor and Human Resources Director will serve as advisors during the review. The Council President shall request input from the remaining Council members for the review committee one month prior to the review being completed. The Council President shall prepare a report to the Council of the results of the review, identify specific goals to address performance deficiencies, and recommend other appropriate actions to be taken, including salary adjustments.
- (h) **Acting City Administrator.** The City Administrator may designate a City officer to act as City Administrator in the City Administrator's absence from office for reasons of illness, vacation, business or any other reason for a period of more than three days.

ORDINANCE NO. 1643 -2019**AN ORDINANCE TO AMEND CHAPTER 3 OF TITLE 9,
SECTION 3 OF THE CODE OF ORDINANCES OF THE CITY OF ONALASKA
RELATING TO NORTH ABBEY ROAD ZONE CHARGES**

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

SECTION I. Title 9, Chapter 3, Section 3 of the City of Onalaska Code of Ordinances related to North Abbey Road Zone Charges is hereby added as follows:

Sec. 9-3-3 North Abbey Road Zone Charges.

- (a) Water and Sewer Charges Necessary. It is hereby found and determined that a necessity exists for determining an equitable method for apportioning the costs of the installation of a water main, sanitary main and lateral within Abbey Road between Commerce Road (Northerly junction) and 2,000 feet Northwest of East Avenue for future hookups by parcels and which are not currently within the corporate limits of the City, but may, in the future, become a part of the City.
- (b) North Abbey Road Zone Charges as a result, the City of Onalaska does hereby establish the following North Abbey Road Zone Charges for all such lands:
 - 1. Water and Sewer Hookup Charges - \$7,549.94 per hookup.
 - 2. Street Improvement Fee - \$2,577.10 per hookup.
- (d) The charges shall be paid by the owner at the time said lands are annexed to the City. Provided, however that the charges for all new parcels shall be paid at the time such parcel(s) is created.
- (e) The North Abbey Road Zone consists of those lands designated on the map that is designated as appendix B of this Section and which is incorporated herein and is on file in the office of the City Clerk.
- (f) As of January 1, 2020, the charges set forth herein shall increase. The amount of such increase shall be the amount by which the Consumer Price Index (CPI) has increased since January 1, 2019. Thereafter, the charges shall increase on an annual basis by the amount of the increase in the Consumer Price Index (CPI)

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 1643 – 2019

North Abbey Road
Eric Rindfleisch, Administrator

Please route in this order

Eric Rindfleisch
(signature)

No Fiscal Impact

Budgeted Item

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

Jarrod Holter, City Engineer

Jarrod Holter 4-8-19
(signature)

No Fiscal Impact

Budgeted Item

*** REVENUE TO COVER COSTS OF INFRASTRUCTURE**

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

Troy Miller, Chief of Police

Troy Miller 4-9-19
(signature)

No Fiscal Impact

Budgeted Item

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

Fred Buehler, Financial Services Director

Fred Buehler 4-11-19
(signature)

No Fiscal Impact

Budgeted Item *Ord.*

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

ORDINANCE NO. 1644 -2019**AN ORDINANCE TO AMEND CHAPTER 3 OF TITLE 9,
SECTION 4 OF THE CODE OF ORDINANCES OF THE CITY OF ONALASKA
RELATING TO CRESTWOOD LANE ZONE CHARGES**

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

SECTION I. Title 9, Chapter 3, Section 4 of the City of Onalaska Code of Ordinances
related to Crestwood Lane Zone Charges is hereby added as follows:

Sec. 9-3-4 Crestwood Lane Zone Charges.

- (a) Water and Sewer Charges Necessary. It is hereby found and determined that a necessity exists for determining an equitable method for apportioning the costs of the installation of a water main, sanitary main and lateral within Crestwood Lane for future hookups by parcels and which are not currently within the corporate limits of the City, but may, in the future, become a part of the City.
- (b) Crestwood Land Zone Charges as a result, the City of Onalaska does hereby establish the following Crestwood Land Zone Charges for all such lands:
 - 1. Water and Sewer Hookup Charges - \$7,143.48 per hookup.
 - 2. Street Improvement Fee - \$2,144.63 per hookup.
- (d) The charges shall be paid by the owner at the time said lands are annexed to the City. Provided, however that the charges for all new parcels shall be paid at the time such parcel(s) is created.
- (e) The Crestwood Land Zone consists of those lands designated on the map that is designated as appendix B of this Section and which is incorporated herein and is on file in the office of the City Clerk.
- (f) As of January 1, 2020, the charges set forth herein shall increase. The amount of such increase shall be the amount by which the Consumer Price Index (CPI) has increased since January 1, 2019. Thereafter, the charges shall increase on an annual basis by the amount of the increase in the Consumer Price Index (CPI)

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 1644 – 2019

Please route in this order

Crestwood Lane
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] 4-8-19
(signature)

No Fiscal Impact

Budgeted Item * REVENUE TO COVER COSTS OF INFRASTRUCTURE

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

Troy Miller, Chief of Police

[Signature] 4-9-19
(signature)

No Fiscal Impact

Budgeted Item

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

Fred Buehler, Financial Services Director

[Signature] 4-11-19
(signature)

No Fiscal Impact

Budgeted Item Ord.

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

ORDINANCE NO. 1645 -2019

AN ORDINANCE TO AMEND SECTION 27 OF CHAPTER 1 OF TITLE 10 OF THE CODE OF ORDINANCES OF THE CITY OF ONALASKA RELATING TO PARKING RESTRICTIONS

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

SECTION I. Title 10, Chapter 1, Section 27, Subsection (k) of the City of Onalaska Code of Ordinances related to parking restrictions is hereby created as follows:

(k) 6th Avenue

(1) There shall be no parking, stopping or standing on 6th Avenue North from Main Street to King Street.

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 1645 – 2019

Please route in this order

No Parking 6th Ave N
Eric Rindfleisch, Administrator

Eric Rindfleisch
(signature)

No Fiscal Impact

Budgeted Item

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

Jarrold Holter, City Engineer

Jarrold Holter 4-27-19
(signature)

No Fiscal Impact

Budgeted Item *** 100 FOR SIGNAGE**

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

Troy Miller, Chief of Police

Troy Miller 4-23-19
(signature)

No Fiscal Impact

Budgeted Item

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

Fred Buehler, Financial Services Director

Fred Buehler 4-26-19
(signature)

No Fiscal Impact **listed above**

Budgeted Item

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

ORDINANCE NO. 1646-2019

AN ORDINANCE TO AMEND SECTION 27 OF CHAPTER 1 OF TITLE 10 OF THE CODE OF ORDINANCES OF THE CITY OF ONALASKA RELATING TO PARKING RESTRICTIONS

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

SECTION I. Title 10, Chapter 1, Section 27, Subsection (zz) of the City of Onalaska Code of Ordinances related to parking restrictions is hereby created as follows:

(zz) 13th Avenue

(1) There shall be no parking on 13th Avenue North beyond 280 feet South of Lake Street from November 15th to April 1st of each year.

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

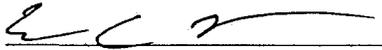
By: _____
Caroline Burmaster, Clerk

PASSED:
APPROVED:
PUBLISHED:

FISCAL IMPACT OF ORDINANCE 1646 – 2019

Please route in this order

No Parking 13th Ave N
Eric Rindfleisch, Administrator



(signature)

No Fiscal Impact

Budgeted Item

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

Jarrod Holter, City Engineer

 4-22-19

(signature)

No Fiscal Impact

Budgeted Item **\$100 FOR SIGNAGE**

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

Troy Miller, Chief of Police

 4-23-18

(signature)

No Fiscal Impact

Budgeted Item

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

Fred Buehler, Financial Services Director



(signature)

No Fiscal Impact

Budgeted Item **listed above**

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

ORDINANCE NO. 1647- 2019**AN ORDINANCE TO AMEND SECTION 3 OF CHAPTER 1 OF TITLE 3
OF THE CODE OF ORDINANCES OF THE CITY OF ONALASKA RELATING TO CITY BUDGET
HEARING**

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

SECTION I. Title 3, Chapter 1, Section 3, Subsection (e) of the City of Onalaska Code of Ordinances related to the Hearing for the City Budget is hereby deleted in its entirety and replaced as follows:

Sec. 3-1-3 City Budget**(e) Hearing**

(1) The Financial Services Director shall submit to the Council at the time the annual budget is submitted the draft of an appropriation ordinance providing for the expenditures proposed for the ensuing fiscal year. Upon the submission of the proposed appropriation ordinance to the Council, it shall be deemed to have been regularly introduced therein.

(2) A summary of such budget and notice of the time and place where such budget and detail is available for public inspection and notice of the time and place for holding the public hearing thereof shall be published in the official newspaper of the City at least fifteen (15) days prior to the time of such public hearing.

(3) Not less than fifteen (15) days after the publication of the proposed budget and the notice of hearing thereof, the public hearing shall be held at the time and place stipulated, at which time any resident or taxpayer of the City shall have an opportunity to be heard on the proposed budget. The budget hearing may be adjourned from time to time.

(4) A majority vote of the Common Council is required to adopt the proposed budget and appropriation ordinance.

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

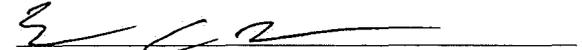
By: _____
Caroline Burmaster, Clerk

PASSED:
APPROVED:
PUBLISHED:

FISCAL IMPACT OF ORDINANCE 1647 – 2019

Please route in this order

Budget Hearing
Eric Rindfleisch, Administrator


(signature)

No Fiscal Impact

Budgeted Item

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

Fred Buehler, Financial Services Director


(signature)

No Fiscal Impact

This is consistent with State Statute

Budgeted Item

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