

CITY OF ONALASKA MEETING NOTICE

COMMITTEE/BOARD: Administrative & Judiciary Committee

DATE OF MEETING: August 7, 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 Operator's Licenses as listed on report dated August 7, 2019
5. Approval of Special Events permits for:
 - A. St Pat's Family Fun Run, October 5, 2019 from approximately 9-11:30am starting at St Pat's Playground, 11th Avenue North, Onalaska
 - B. Mini Donut Half Marathon, September 14, 2019 from approximately 7-7:30am crossing Highway 35 at Riders Club Road, Onalaska
6. Approval of Fireworks Display Permit for Spielbauer Fireworks Co. for wedding event at La Crosse Country Club, October 12, 2019 at approx. 8pm (alternate start time 9pm) on the 9th tee box
7. Approval of First Amendment to the Joint Municipal Court Agreement
8. Discussion regarding regulations for a new Property Maintenance Ordinance

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	_____ Ginny Dankmeyer
_____ Ald. Dan Stevens	_____ Brandee McKane
_____ Ald. Jim Olson	_____ David Anderson
_____ * 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	_____ Omni Center
_____ WXOW WKTY WLXR WKBT WLAX FOX	_____ Onalaska Public Library
_____ *Committee Members	

Date Notices Mailed and Posted: 8/1/19

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. Miscellaneous licensing reporting

Judiciary

10. **Ordinance 1651-2019** to amend Article E of Chapter 3 of Title 2 of the Code of Ordinances of the City of Onalaska relating to Joint Municipal Court (First and Second Reading)

Adjournment



PACKET: 02922 License Packet operators August

SEQUENCE: License #

ID	PERIOD	-----NAME-----		LICENSE CODE
01987	7/10/19- 6/30/21	OLSON	ERIC	OPRATOR OPERATORS - 2 YEAR
04608	7/10/19- 6/30/21	ROBBINS	VERNON	OPRATOR OPERATORS - 2 YEAR
05809	7/30/19- 6/30/21	DELANEY	MADELYNN	OPRATOR OPERATORS - 2 YEAR
05826	8/05/19- 6/30/21	BYERS	JARROD	OPRATOR OPERATORS - 2 YEAR
05846	7/09/19- 6/30/21	NUMMERDOR	GAVEN	OPRATOR OPERATORS - 2 YEAR
05848	7/09/19- 6/30/21	FELL	ABIGAIL	OPRATOR OPERATORS - 2 YEAR
05854	7/12/19- 6/30/21	KNUTSON	DENISE	OPRATOR OPERATORS - 2 YEAR
05856	7/12/19- 6/30/21	JERGENSON	DUSTIN	OPRATOR OPERATORS - 2 YEAR
05859	7/15/19- 6/30/21	CABADA-ARENAL	AMANDA	OPRATOR OPERATORS - 2 YEAR
05860	7/16/19- 6/30/21	NUGENT	GABRIEL	OPRATOR OPERATORS - 2 YEAR
05861	7/16/19- 6/30/21	BOETTCHER	LAIKYN	OPRATOR OPERATORS - 2 YEAR
05862	7/17/19- 6/30/21	HILBY	KATHLEEN	OPRATOR OPERATORS - 2 YEAR
05870	7/22/19- 6/30/21	MASHAK	BRITTANY	OPRATOR OPERATORS - 2 YEAR
05878	7/24/19- 6/30/21	BURCHELL	CHEYENNE	OPRATOR OPERATORS - 2 YEAR
05882	7/24/19- 6/30/21	SEIDEL	BARBARA	OPRATOR OPERATORS - 2 YEAR



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: St. Pat's Family Fun Run

Start Date: 10/5/2019

End Date: 10/5/2019

Table with 8 columns (MON, TUES, WED, THURS, FRI, SAT, SUN) and 4 rows (Setup, Start, End, Cleanup) showing event timing on Saturday, 10/5.

Location of Event: [] Park/Public Property
[] Public Street/Sidewalk/Alley/Right of Way see attached map
[] Private Property 127 11th Ave N
[] Other

Please List Streets (and include map) That May be Closed or Otherwise Affected by the Event: please see attached map and course description.

Location of Event Parking: Nearby Streets, St. Pat's upper lot, Degen Berglund lot (we have their permission)

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 checked="" 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:

Please see Attached Emergency Plan. St. Pat's school gym & cafeteria will be open.

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

Brandee McKane, Race Co-Director, 608-385-6475, brandeemckane@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: St. Patrick Elementary School

Address: 127 11th Ave N

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: Brandee McKane

Daytime Phone: 608-385-6475 Cell #: _____

Email: brandeemckane@gmail.com

Address 127 11th Ave N

City: Onalaska State WI Zip 54650

Secondary Contact: Sue Amble

Daytime Phone: 608-783-5483 Cell #: 608-518-6030

Email: sue.amble@aquinasschools.org

Address 127 11th Ave N

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)

6-25-19

(Date)

Brandee McKane

(Print Name)

Race Co-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: St. Patrick Family Fun Run

Special Event Location: St. Patrick School and nearby streets

Event Organizer(s):

Brandee McKane

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

6-25-19

(date)

(date)

Brandee McKane

(signature)

City Clerk

Brandee McKane

Race Co-Director

(print name)

(title)

Mayor

(signature)

(print name)

(title)

SPECIAL EVENT CONTINGENCY PLAN For Review Only

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

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

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

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

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

Medical issues

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

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

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

Crowd Control

Who will monitor the barricades?

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

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

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

Security

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

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

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

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

Logistics

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

Who will conduct clean up?

Remember to maintain fire lanes and access roads.

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

Is there adequate safe parking provided? Where?



CITY OF ONALASKA
Special Event Insurance Requirements.

- (a) The applicant shall provide primary coverage insurance for the event. Any insurance or self-insurance maintained by the City of Onalaska, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. The applicant shall, no later than five (5) days prior to the start of the event, provide proof of insurance as follows:
1. General Liability Coverage. Coverage shall be occurrence coverage. Claims-made coverage is prohibited.
 - a. Commercial General Liability.
 - (i) \$1,000,000 general aggregate – per event;
 - (ii) \$1,000,000 products – completed operations aggregate;
 - (iii) \$1,000,000 personal injury and advertising injury;
 - (iv) \$1,000,000 each occurrence limit.
 - b. Insurance must include:
 - (i) Premises and operations liability;
 - (ii) Contractual liability, including coverage for the joint negligence of the City of Onalaska, its officers, council members, agents, employees, authorized volunteers and the named insured;
 - (iii) Personal injury;
 - (iv) Explosion, collapse and underground coverage;
 - (v) Products and completed operations;
 - (vi) The general aggregate must apply separately to the event and location.
 2. Business Automobile Coverage. Such coverage is required if motor vehicles are used in relation to and before, during or after the event. This requirement does not apply to cover personal vehicles used by attendees or event personnel to arrive or depart from the event. Coverage limits shall be no less than \$250,000 each person, \$500,000 each accident for bodily injury, \$100,000 for property damage or \$500,000 combined single limit for bodily injury and property damage each accident.

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 COF</u>	Date: <u>7-8-19</u>
Fire Dept	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: <u>7-8-19</u>
Police Dept	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: <u>WORK WITH SGT BERLO FOR POLICE RESERVE</u>	Date: <u>7-9-19</u>
Public Works	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: <u>7-11-19</u>
Planning	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: <u>Temp sign permit for Community Event prior to yard signs</u>	Date: <u>7/10/19</u>
Parks & Rec	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: <u>7/10/19</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 type="checkbox"/> YES <input type="checkbox"/> NO	COI Expires: _____/_____/_____
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:	_____			



St. Pat's 5K / 1 Mile Emergency Plan

rev. 1.8 7/5/2017

1.0 St. Patrick 5K/ 1 Mile Fun Run Overview

St. Patrick will host a fun run on October 5th, 2019 starting at 9am. Both the 5K and 1 Mile event will start at the same time, and on the same start line (adjacent to St. Patrick School on 11th Ave N.).

The 1 Mile event will take from 5 minutes (runners) to about 17 minutes (walkers).

The 5K event (3.1 miles) will take from 18 minutes (runners) to about 50 minutes (walkers).

Both events finish at the exact place where they started (that is, the start line is also the finish line).

After the events, participants will be directed back to the St. Patrick Elementary School playground on 11th Ave N. (which is roughly across the street from the USPS office). Around 10:15am we'll hold an award ceremony for top finishers.

2.0 Emergency Plan background

The City of Onalaska requires our event to have an emergency plan defined, for event permit to be approved. Independent of this requirement, it is prudent to have a clear plan defined for race organizers to follow, in the event of emergency.

3.0 Emergency procedure

All race officials listed in section 6.0 will:

- Carry their cell phone with them (phone numbers listed in section 6.0)
- Be wearing a bright yellow shirt (different from course volunteers)

In the event of an emergency, follow this procedure upon arriving on scene of emergency:

- 1) Race official calls 911
- 2) Race official calls other members that make sense (i.e. call Jennifer if CPR needed)
- 3) The police and fire department buildings are both very close to St. Patrick school.

Emergency contact	Address	Phone
Police, auxiliary officers	415 Main St.	Tim Berg: (608) 780-5240
Police Department	415 Main St.	911 or (608) 781-9550
Fire Department	415 Main St.	911 or (608) 781-9546

4.0 Emergency supplies

- 1) EAD kit at finish line.
- 2) First aid kit (band aids, gauze, etc.) at finish line.

5.0 Severe weather plan

- 1) If there are storms/lightning in the area, a decision will be made at 7:30am to continue or cancel the event.
 - a. Bruce Martin and Tom Harron will make this decision and an email will be sent out (to all registered participants) and web-site home page will be updated communicating the cancellation.
 - b. We will have a person working the St. Patrick's office phone (608-783-5483) providing the status of the race.
- 2) If the event is not cancelled at 7:30 (for example, it is just sprinkling out), but dangerous (thunder/lightning) develops around 9am, we will:
 - a. Instruct all participants and volunteers to enter the gymnasium, including all course marshals, parking attendants, etc.
 - b. Bruce and Tom will refer to local radar and determine if race should be canceled or delayed (up to 15 minutes).
 - c. If delayed, we'll wait until weather conditions are good, give volunteers 10 minutes to get back to their posts, and start the race.
- 3) If the City of Onalaska "air raid" siren sounds (due to approaching tornado, or very severe storm), we will instruct all volunteers and participants to the St. Patrick's Church basement.

6.0 Race officials

Here is a list of race officials and their role during the race.

Volunteer	Event Role	Action, in case of emergency	Cell phone #	EAD/CPR certified?
Bruce Martin	Start race, time finishers at chute	1) Call 911 2) Direct emergency personnel 3) Manage and direct crowds	608-519-6226	No
Tom Harron	Co-Race Director	1) Call 911 2) Direct emergency personnel 3) Manage and direct crowds	608-433-5642	No
Brandee McKane	Co-Race Director	1) Call 911 2) Direct emergency personnel 3) Manage and direct crowds	608-385-6475	No

Sue Amble	Managing school playground	<ol style="list-style-type: none"> 1) Call 911 2) Direct emergency personnel 3) Manage and direct crowds 	608-518-6030	No
Jennifer Wolf	Licensed EMT	<ol style="list-style-type: none"> 1) Call 911 2) Direct emergency personnel 3) Manage and direct crowds 	608-628-0751	Yes



sample

SATURDAY, OCTOBER 6, 2018 5:20k

St. Patrick School • 127 11th Avenue North • Onalaska, WI

9:00am Start Time

5K (14 & Over): \$25	1 Mile (14 & Over): \$20
5K (13 & Under): \$15	1 Mile (13 & Under): \$15
Non-refundable	

WALK, RUN, or RACE!

PROCEEDS RAISED WILL GO TOWARDS:

☘ New Library & Media Materials

NON-PERISHABLE FOOD DRIVE

All donations given to Onalaska Community Thanksgiving Dinner.

Send questions to: stpatsfamilyfunrun@gmail.com

Register by 9/22/18 for guaranteed t-shirt.
 Online registration closes 10/2/18.
 For more information, course maps, or to register online, visit
<https://runsignup.com/Race/WI/Onalaska/stpatsfamilyfunrun>

Interested in Becoming a Business or Family Sponsor?
 Visit our website for more information.

- Awards
- Face Painting
- Family Games
- Free Short-Sleeve T-Shirt
- Free Refreshments
- Hot Dogs & Chips for Sale



REGISTRATION DUE: September 22nd (guaranteed t-shirt)

Please return this bottom portion with payment to the School office (or sign-up online)

T-Shirt Sizes Available: Adult: S - M - L - XL - XXL or Youth: S (6-8), M (10-12), L (14-16)

Checks payable to: St.PatrickPTO

Official Use:

Bib#: _____ Clc: _____
 Size: _____ Ca: _____

Family Name: _____

Email: _____

Please include last names if different. Circle or fill-in choices below.

Age & Gender Required Only for Runners (Awards).

Name:	Event:	Pace:	Age:	Gender:	Shirt Size:	\$
_____	5K or 1 Mile	Walk or Run	_____	M F	_____	_____
_____	5K or 1 Mile	Walk or Run	_____	M F	_____	_____
_____	5K or 1 Mile	Walk or Run	_____	M F	_____	_____
_____	5K or 1 Mile	Walk or Run	_____	M F	_____	_____
_____	5K or 1 Mile	Walk or Run	_____	M F	_____	_____

Total Due: \$ _____

***RELEASE OF LIABILITY**

In consideration of my signing this agreement, I hereby, for myself my heirs, and administrators, assume any and all risks which might be associated with the St. Patrick School 5K/1 mile Run/Walk. I waive any and all rights and claims for injuries or damages which I may have against the organizers and sponsors of this event, their representatives, successors, and assigns for any and all injuries or damages of any kind whatsoever suffered by me as a result of taking part in the run/walk and any related activities.

Signature _____ Date _____

(Parent/Guardian if under 18) _____ Date _____

Certificate of Coverage

Date: 7/9/2019

Certificate Holder
 Diocese of La Crosse
 Finance Office
 3710 East Avenue South
 La Crosse, WI 54602-4004

Covered Location
 St. Patrick
 127 11th Avenue North
 Onalaska, WI 54650

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

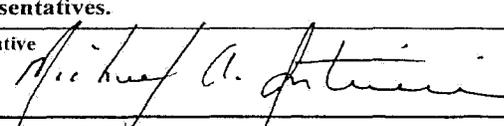
Company Affording Coverage
 THE CATHOLIC MUTUAL RELIEF
 SOCIETY OF AMERICA
 10843 OLD MILL RD
 OMAHA, NE 68154

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	8408	1/1/2019	1/1/2020	Each Occurrence	
					General Aggregate	1,000,000
					Products-Comp/OP Agg	
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
					Annual Aggregate	
	Other				Each Occurrence	
					Claims Made	
					Annual Aggregate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
 Coverage only extends for claims arising out of St. Patrick 1-Mile Fun Run on October 5, 2019.

Holder of Certificate	Cancellation
Additional Protected Person(s) City of Onalaska 415 Main Street Onalaska, WI 54650	Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
	Authorized Representative 

0030002611

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 10/5/2019

Cancellation Date of Endorsement: 10/6/2019

Certificate Holder: Diocese of La Crosse
Finance Office
3710 East Avenue South
La Crosse, WI 54602-4004

Location: St. Patrick
127 11th Avenue North
Onalaska, WI 54650

Certificate No. 8408 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

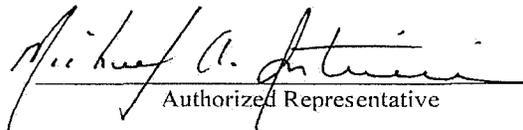
It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the **Protected Person(s)** activities or activities they perform on behalf of the **Protected Person(s)**.

It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)
City of Onalaska
415 Main Street
Onalaska, WI 54650

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):

Coverage only extends for claims arising out of St. Patrick 1-Mile Fun Run on October 5, 2019.


Authorized Representative

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
- PA System at start line

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 type="checkbox"/> Fire Extinguishers | <input 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:

N/A

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

Ginny Dankmeyer, Race Director 608-780-4894 minidonuthalf@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 event is the start line of the Mini Donut Half Marathon for suicide awareness. Street Closure will be limited to only about 30 minutes while the start line is set up and runners start. All runners will be started within 10 minutes of 7:00. We have a wave of runners go every 30 seconds. We run Riders Club Rd and cross Hwy 35. We are in the City of Onalaska for less than 1/2 mile before we cross Hwy 35 and join with the Great River Trail. The start line is very simple and will be down in less than 15 minutes after the last wave of runners start. We will only need barricades for Riders Club Rd and assistance with crossing Highway 35 which should take less than 15 minutes to have all runners across.

Organization(s) Sponsoring Event:

Name: Mini Donut Foundation

Address: W5762 Hickory Point Ct

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: Ginny Dankmeyer

Daytime Phone: 608-780-4894 Cell #: 608-780-4894

Email: minidonuthalf@gmail.com

Address: W5762 Hickory Point Ct

City: Onalaska State WI Zip 54650

Secondary Contact: Sarah Meza

Daytime Phone: 608-632-5452 Cell #: 608-632-5452

Email: same

Address: same

City: same 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 _____
- 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.

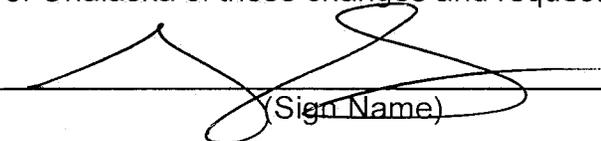
I have reviewed and understand the City's Insurance Requirements for Special Events as described in this document.

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)

7/11/19

(Date)

Ginny Dankmeyer

(Print Name)

Race Director

(Print Title with Organization)

Return Completed Applications To:

Cari Burmaster, City Clerk

415 Main Street, Onalaska, WI 54650

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



CITY OF ONALASKA

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

Special Event Name: Mini Donut Half Marathon

Special Event Location: 4th Ave and Riders Club Rd

Event Organizer(s):

Mini Donut Half Marathon: Ginny Dankmeyer, Sarah Meza, and Leo Silva

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

Mini Donut Half Marathon 7/21/19

(date)



(signature)

Ginny Dankmeyer Race Director

(print name) (title)

(signature)

(print name) (title)

CITY OF ONALASKA

(date)

City Clerk

Mayor



CITY OF ONALASKA

Special Event Insurance Requirements.

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

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

a. Commercial General Liability.

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

b. Insurance must include:

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

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

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

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

FOR OFFICE USE ONLY

City Clerk	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: <u>7-15-19</u>
Fire Dept	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: <u>7-15-19 3:00 PM</u>
Police Dept	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: <u>MUST COORDINATE W/SGT. BRUN FOR ALL TRADE CONTROL NEEDS.</u>	Date: <u>7-16-19 PM</u>
Public Works	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: <u>7-16-19 AM</u>
Planning	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: <u>Community Event Temporary Sign Permit Required</u>	Date: <u>7-18-19 PM</u>
Parks & Rec	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: <u>7/17/19</u>
Site Diagram Sketch Attached: <input type="checkbox"/> YES <input type="checkbox"/> NO				
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>9/14/20</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: _____				

**MINI DONUT HALF MARATHON RUN
ROUTE DETAIL AND TRAFFIC CONTROL/SAFETY PLAN**

The participants will assemble at the parking lot of the Onalaska High School Soccer Fields.

LA CROSSE COUNTY

Start line will be near the intersection of Riders Club Road and 4th Ave
West on Riders Club Road to Hwy 35
Straight across Hwy 35 to parking lot for Great River State Trail
Enter Great River State Trail and follow trail all the way to Trempealeau Hotel in Trempealeau, WI
Trail crosses County Rd Z and County Rd ZN in La Crosse County

TREMPEALEAU COUNTY

Follow Great River State Trail to Hwy 35
Follow Hwy 35 West for approximately four blocks
Left on Freemont St approximately two blocks
Right on 1st St
1st St turns into 2nd St
Follow 2nd St to South St
Left on South St for ½ block to finish line

Onalaska Police Department will be providing traffic control at the intersection of Riders Club Road and Hwy 35.

Volunteers will be posted at the intersections of County Rd Z and County Rd ZN to assist with safe crossing for runners and at Lytle's Landing.

We are working with Chief Rick Niedfelt of the Trempealeau Police Dept for route details in Trempealeau, WI. We will be requesting Street Closure starting at the intersection of South Street and 2nd Street South to 1st Street and then the block of 1st Street along the river and railroad tracks and Main Street between 1st and 2nd street for the start/finish line of the 5k run/walk.

The Mini Donut 5K run/walk will start on Main Street outside the Tremealeau Hotel. We are asking for street closure of Main Street between 1st and 2nd for this start/finish line of 5k. The 5k route will follow north on 1st Street for 1.5 miles and back. This run/walk will start at 10:00 AM.



Start line - 4th Ave - Peters Club Rd





CITY OF ONALASKA

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

#6

FIREWORKS DISPLAY PERMIT

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

Date: 7/16/2019 Application is for: Selling Displaying Both

FIREWORKS DISPLAY APPLICATION

1. Event Sponsor/Organization: Spielbauer Fireworks Co. / Sponsor David Anderson
2. Contact Person: David Anderson Phone # 608-397-8125
3. Display Location: La Crosse County Club 9th tee box
4. Display Date: October 12th Alternate Date: None
5. Start Time: 8PM Alternate Start Time: 9PM
6. Anticipated Ending Time: 8:30PM Alternate End Time: 9:30PM
7. Fireworks Contractor/Operator: Spielbauer Fireworks Co.
8. Address: 1976 Lane Rd. Green Bay, WI 54311
9. Contact Person: Patrick Spielbauer Phone # 920-336-0446
10. Emergency Phone # 920-227-8465
11. Event Pyrotechnist/Operator Name:
Patrick Spielbauer D.O.B. 9/18/1979
12. Event Pyrotechnist Assistants Name:
Josh Spaulding D.O.B. 7/8/1983
Stephen Norby D.O.B. 5/2/1973
Jay Ploeckelmann D.O.B. 7/2/1969
Kathy Ploeckelmann D.O.B. 1/15/1969
D.O.B. _____

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

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

With the City of Onalaska listed as additional Insured.

Original Certificate of Insurance must accompany this application

For Office use only:

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

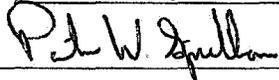
13. Vehicle used to transport show: Spielbauer Fireworks Truck and Trailer
14. Anticipated departure from plant: Date: 10/12/2019 Time: Noon
15. Anticipated arrival at display site: Date: 10/12/2019 Time: 3PM
16. Anticipated setup time needed: 3 to 4 Hours

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

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

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

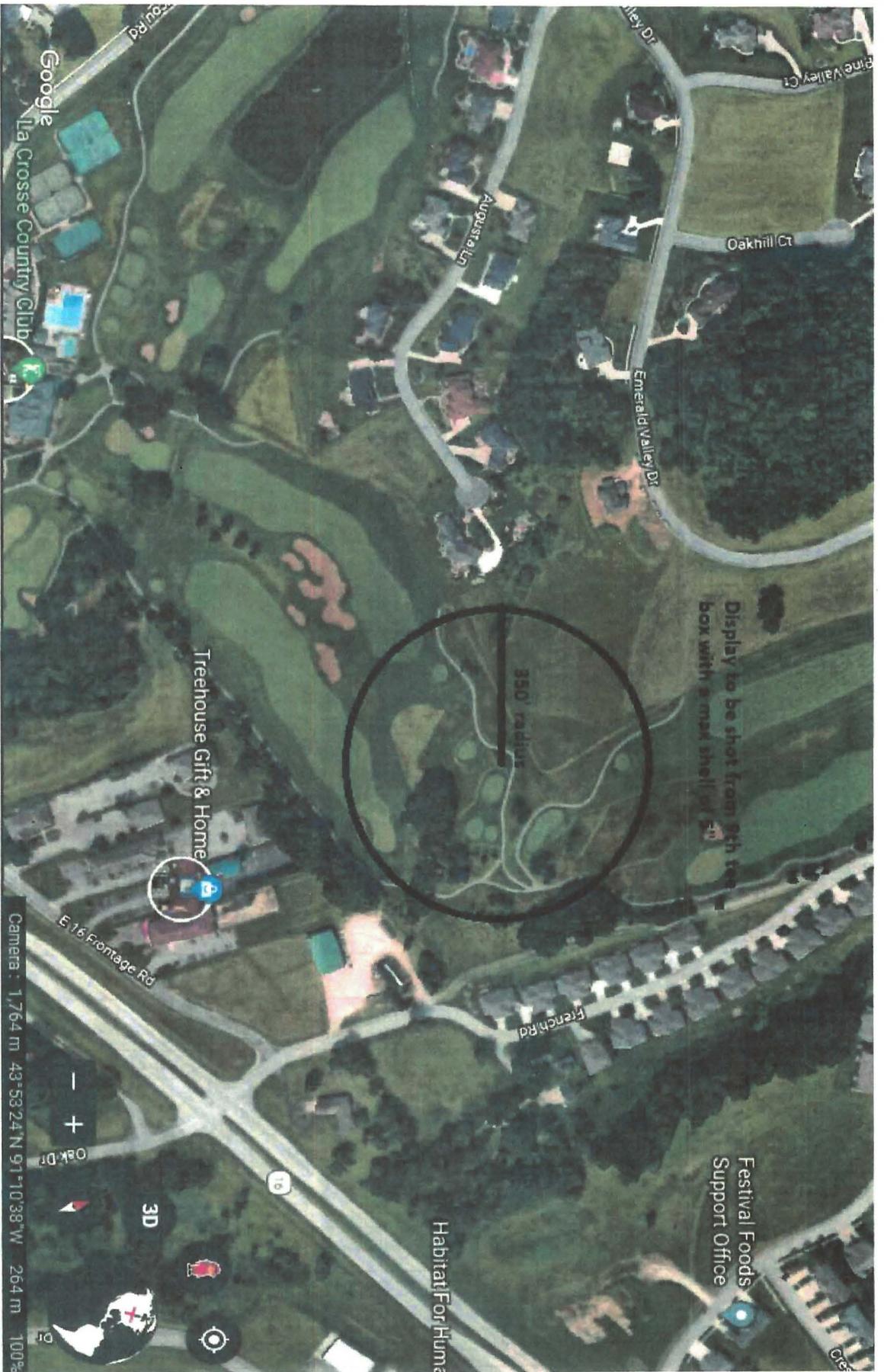
Fireworks Contractor/Operator Name: (Print) Patrick Spielbauer

Contractor/Operator Authorized Signature: 

Date of application: 7/16/2019

Additional Documentation Required:

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





FOR EMERGENCY RESPONSE INFORMATION CALL CHEMTEL
 1-800-255-3924 (N.A.) +01 813 248 0585 (INTL.) CHEMTEL CONTRACT NO. MIS0005871

SPIELBAUER FIREWORKS CO., INC.

FEL# 3-WI-009-51-5A-00049

DISTRIBUTOR & EXHIBITORS

WISCONSIN'S OLDEST EXHIBITION FIREWORKS CO.

Office:

1976 Lane Road
 Green Bay, WI 54311

FEL#: 3-WI-009-51-5A-00049

Factory & Warehouses:

Bellevue

Racks _____

Mortars _____

Cartons _____

Fireworks For All Occasions

Sold To David Andersen

Ship To Attn: David Andersen

Roscoe IL 61073

Ship Info Display

Packed & Magazined _____

Acquisition Date _____

Display Date 10/12/2019

Terms _____

Qty	Product Name	Part #	HC	HM	EX #	D/S Cd
	Fireworks - 1.3G UN0335					

Opening

3 inch

10	Import Titanium Salute w/ Glitter Tail - Sunny	3S-BS104G	1.3G	X	2014100 293	12-20-17
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Total 10

5 inch

4	Heart Pattern Shell - Lidu	5L-Heart	1.3G	X	2001020 097	5-10-19
4	Ring w/ Titanium Artillery Pistil - Sunny	5S-2118	1.3G	X	2013100 102	11-8-18

Total 8

<input type="checkbox"/>	2.5 inch 36 Shot Assorted Ring Box (40 sec.) - Lidu	L-LDD217	1.3G	X	2002040 097	8-1-18
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Additional Special Break Shells

3 inch

72	Assorted Import Special Break Shell - Sunny	3S-VAS103	1.3G	X	2002120 200	10-15-18
28	Assorted Import Special Break Shells - Crown Pyro	3CR-ASST	1.3G	X	2013060 921	11/30/201 8

Total 100

4 inch

36	Assorted Import Strobing & Vibrant Color Shell - Icon	4I-Asst	1.3G	X	EX20160 70008, EX20160 20742, EX20160 80178, EX20160 80327, EX20160 60125	03-12 -2019
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4	Assorted Import Special Break Shell w/ Rising Tail - Sunny	4S-10AS104-C	1.3G	X	2002120 200	5-5-19
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Total 40

5 inch

SPIELBAUER FIREWORKS CO., INC.

David Andersen

Qty	Product Name	Part #	HC	HM	EX #	D/S Cd
18	Assorted Import Special Break Shell w/ Rising Tail - Sunny	5S-10AS105-FH	1.3G	X	2012080 840, 2017080 473, 2017080 472, 20161109 02, 2012120 361	10-15-18
2	Assorted Import Strobing & Vibrant Color Shell - Icon	5I-Asst	1.3G	X	EX20160 70098, EX20160 20723, EX20160 90260, EX20160 20728, EX20160 90201	03-12 -2019

Total 20

Midlevel Display

<input type="checkbox"/>	2	2.5 inch 25 Shot Brocade Crown Box (30 sec.) - Lidu	L-LDD241	1.3G	X	2002040 097	5-10-19
<input type="checkbox"/>	2	2.5 inch 36 Shot Twinkling Kamuro w/ Tail Box (28 sec.) - Sunny	S-B109	1.3G	X	2002040 194	10-15-18
<input type="checkbox"/>	2	2.5 inch 36 Shot Rising Fish & Whistle w/ Crackling Trail Box (40 sec.) - Lidu	L-LDC150-36	1.3G	X	2002040 097	5-10-19
<input type="checkbox"/>	2	300 Shot Mixed Pastel Tails To Bombettes Box (19mm) (35 sec.) - Icon	I-IC-300/21	1.3G	X	EX20160 20143	03-12 -2019

Grand Finale

<input type="checkbox"/>	2	2.5 inch 36 Shot Peanut Shells of Red/Salute, White/Salute, and Blue/Salute Box (50 sec.) - Lidu	L-LDD324	1.3G	X	2002040 097	5-10-19
<input type="checkbox"/>	2	150 Shot Happy Stars Box (45 sec.) - Lidu	L-LDC108-150	1.3G	X	2015070 368	5-10-19
<input type="checkbox"/>	2	52 Shot Poisonous Spider Barrage Box (30 sec.) - Sunny	S-B301A	1.3G	X	2002060 122	4-29-19
<input type="checkbox"/>	2	200 Shot Flash Flowers Box (18 sec.) - Sunny	S-B104	1.3G	X	9001054 -6	11-8-18

Firing Equipment

<input type="checkbox"/>	30	E-Match (5M = 16.4') - Sunny	S-SQ101-5	1.4G	X	20071105 52	11-8-18
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SPIELBAUER FIREWORKS CO., INC.

David Andersen

	Qty	Product Name	Part #	HC	HM	EX #	D/S Cd
<input type="checkbox"/>	4	15 min. Fusee (railroad/ highway) - Orion	F15	4.1	X		5-18-18

Shot From La Crosse Country Club
Amy Beal: 608-781-5837 EXT 201
Email: any@lacrossecountryclub.com

Dave:608-397-8125
email: danderson@asofa.net



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/16/2019

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	Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME: Michelle Kugler	
		PHONE (A/C, No, Ext): 727-547-3070	FAX (A/C, No): 727-367-5695
		E-MAIL ADDRESS: mkugler@alliedspecialty.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: T.H.E. Insurance Company	NAIC # 12866
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

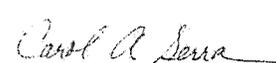
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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		CPP0102783-07	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Protection & Indemnity \$ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CPP0102783-07	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					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	Y/N <input type="checkbox"/>	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Display Date: 10/12/2019 Rain Date: TBD Location: La Crosse Country Club
 RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured:
 La Crosse Country Club, City of Onalaska, Onalaska Fire Dept., David Anderson

The above Commercial General Liability policy affords P&I, bodily injury & property damage liability coverage arising directly from a fireworks display, however, no Marine, Hull & Machinery or Pollution Liability coverage is afforded under this CGL policy arising from the use of any barge, docks, piers, wharves or floating platforms.

CERTIFICATE HOLDER City of Onalaska 415 Main Street Onalaska, WI 54650-2953	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 

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement (“First Amendment”) is entered into as of this ___ day of _____, 2019, by and among the City of Onalaska, the Town of Campbell, the Town of Holland, the Town of Shelby, the Village of Rockland, Village of Bangor, Village of Holmen, and the Village of West Salem (the “Participating Municipalities”).

RECITALS

A. The City of Onalaska, Town of Campbell, Town of Shelby, Village of Rockland, Village of Bangor, Village of Holmen and Village of West Salem entered into that certain Agreement dated November 14, 2003 (the “Joint Municipal Court Agreement”), the Village of Rockland later left the Joint Municipal Court and rejoined and in 2015 the Village of Holland joined, an amendment to the Agreement was not done at those times.

B. Since the Joint Municipal Court Agreement was signed members have changed as well as statutory changes related to bonding and insurance for Municipal Court Judges.

C. The Participating Municipalities desire to amend the Joint Municipal Court Agreement as provided in this First Amendment.

C. Defined terms not otherwise defined herein shall be defined as set forth in the Joint Municipal Court Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the Joint Municipal Court Agreement is amended as follows:

1. The Member Municipalities of the Joint Municipal Court shall be the City of Onalaska, Town of Campbell, Town of Holland, Town of Shelby, Village of Rockland, Village of Bangor, Village of Holmen and Village of West Salem.
2. The Joint Municipal Court shall collectively obtain a dishonesty insurance policy or other appropriate policy as set forth under Wis. Stat. §755.03 covering the Municipal Court Judge in an amount set forth by their individual governing body which shall be in lieu of an official bond under Wis. Stat. §755.03.

CITY OF ONALASKA, BY:

VILLAGE OF HOLMEN, BY:

Joe Chilsen, Mayor

President

Caroline Burmaster, Clerk

Clerk

TOWN OF CAMPBELL, BY:

Chair

Clerk

VILLAGE OF BANGOR, BY:

President

Clerk

VILLAGE OF ROCKLAND, BY:

Chair

Clerk

TOWN OF SHELBY, BY:

Administrator

Clerk

VILLAGE OF WEST SALEM, BY:

President

Clerk

TOWN OF HOLLAND, BY:

Chair

Clerk

Property Maintenance Ordinance

Sec. 16-1-1 Administration.

This Ordinance shall be known, referred to, and cited as the Property Maintenance Ordinance of the City of Onalaska. The intent of this chapter is to ensure public health, safety, and welfare to the degree that they are affected by the occupancy and maintenance of structures and premises. It is also the intent of this section to help prevent the continuation, extension, and aggravation of blight in Onalaska. This Ordinance is enacted pursuant to the authorization contained in Section 62.23, Wisconsin State Statutes and applies to all structures and premises in the City of Onalaska. The provisions of this section shall not limit the authority of the City or other applicable jurisdictions to abate problems on improperly maintained and unsafe structures or premises pursuant to other applicable laws.

- (1) **Interpretation.** In their interpretation and application, the provisions of this Ordinance shall be held to the minimum requirements for the promotion and protection of the public health, safety, morals, and general welfare. Where the conditions imposed by any provisions of this Ordinance are either more or less restrictive than comparable standards imposed by any other provisions of this Ordinance or of any other applicable law, Code, Ordinance, resolution, rule, or regulation of any kind, the regulation that is more restrictive or that imposes higher standards or requirements shall govern.
- (2) **Severability and Conflict.** The provisions of this ordinance are severable. If any provision, section, subsection, sentence, clause, phrase or portion of this Property Maintenance Ordinance is found to be unlawful or unenforceable, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions. If any part of this ordinance is found to be in conflict with any other ordinance or with any other part of this ordinance, the most restrictive or highest standard shall prevail. If any court of competent jurisdiction shall adjudge any provision of this Ordinance to be invalid, such judgment shall not affect any other provision of this Ordinance not specifically included in said judgment; and if any court or competent jurisdiction shall adjudge invalid the application of any provision of this Ordinance to a particular property, building, or structure, such judgment shall not affect the application of said provision to any other property, building, or structure not specifically included in said judgment.
- (3) **Responsibility.** The responsible person, as defined herein, shall maintain their structures and premises in compliance with this Ordinance. The responsible person is the property owner of record according to the La Crosse County Land Records System. A person shall not occupy, or permit another person to occupy, a structure or premises that does not comply with the provisions of this Ordinance. Occupants, including owner occupants and tenants, of a structure or premises are responsible for caring for and maintaining that part of the structure or premises that they occupy or control. All responsible persons shall be jointly and severally responsible for securing compliance of their structure or premises with this Ordinance.
- (4) **Inspection Authority and Access Procedures.**
 - a. **Person authorized to conduct inspections.** Agents of the City authorized to conduct inspections pursuant to this section shall include the Planning Department, Inspection Department, Police Department, Fire Department, Public

Works Department and/or other authorized agents.

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

(5) Penalties for violation of this ordinance and failure to maintain property.

- a. **Penalties.** If any responsible person, as defined herein, fails to comply with any provision of this ordinance a citation will be issued to the responsible person for the violation. The violation shall be referred to the City Attorney who shall expeditiously prosecute all such violators. A violator shall, upon conviction, forfeit to the City a penalty of not less than fifty dollars (\$50.00) nor more than one thousand dollars (\$1,000.00) per offense, together with the taxable costs of such action plus reasonable attorney's fees. Each day of continued violation shall constitute a separate offense. Every violation of this Ordinance is a public nuisance and the creation may be enjoined, and the maintenance may be abated by action at suit of the City, the State of Wisconsin, or any citizen thereof. Any subsequent and similar violations of this Ordinance within a twenty-six (26) month period shall be considered a continued offense and as such may cause the usual penalty to double for each subsequent and continued offense up to the maximum allowed by this section.
- b. **Responsible person's liability to City for costs of correction of violation.**
 - 1. **Notification of failure to maintain property.** An authorized agent of the City shall serve written correction orders upon the owner, the owner's agent, or

other responsible person, by certified mail or by delivering the order to him or her personally. In the event that the owner, his or her agent, or other responsible person cannot be found, an authorized agent of the City shall do one or more of the following:

- a) Deliver and describe the written correction order to a person of suitable age and discretion at the owner's or owner's agent's regular place of abode; and/or
 - b) Post the written correction in a conspicuous place on the structure or property affected by the order.
2. Collection of costs incurred by the City. If any owner, owner's agent, or other responsible person fails to comply with this Ordinance; and after written notice given by an authorized agent of the City as described in the foregoing subsection, has not complied with the correction orders within the time specified in the written notice, the City may cause such maintenance to be performed. The Finance Director or other authorized agent shall certify to the County Treasurer of La Crosse County, a statement of the cost incurred by the City to correct the deficiencies. Costs will include all expenses incurred associated with bringing the property into compliance with this Ordinance, including but not limited to administrative and clerical costs, notification and publication fees, equipment charges, tipping fees, contractor fees, and other related expenses. The cost thereof shall be a lien upon such real estate and shall be a personal liability of the owner of said real estate, collectable as any other money judgment. Such amount, together with interest, shall be entered as a special assessment against such lot or parcel of land and may be collected in the same manner as real estate taxes.
- c. **Enforcement of other ordinances and codes.** The provisions in this Ordinance are intended to be coordinated with the enforcement of other City ordinances and codes including the adopted Building Codes.

(6) Procedures for Razing and Vacating Structures.

- a. **Razing structures.** Structures may be raised pursuant to Section 66.0413, Wisconsin State Statutes and the provisions set forth in the City of Onalaska Building Code

Sec. 16-1-2 Clean, Safe, Sanitary, and Attractive Maintenance of Exterior Property.

- (1) **Clean, safe, sanitary and attractive.** All exterior property areas shall be maintained in a clean, safe and sanitary condition, free from any accumulation of rubbish, brush, clothing, garbage, recyclables or other refuse.
- (2) **Vegetation and landscaping.** Vegetation and landscaping shall present an attractive appearance in accordance with generally accepted landscaping practices and as follows:
 - a. Exposed soils, except exposed soil that is associated with a garden or cultivated farmland, shall be vegetated, landscaped, or paved consistent with this Ordinance to prevent soil erosion.
 - b. The Common Council finds that lawns, grasses and noxious weeds on lots or parcels of land which exceed eight (8) inches in length adversely affect the public health and safety of the public in that they tend to emit pollen and other discomforting bits of

plants, constitute a fire hazard and safety hazard in that debris can be hidden in the grass, interferes with the public convenience, and adversely affects property values of other land within the City. For that reason, any lawn, grass or weed on a lot or other parcel of land which exceeds eight (8) inches in length is hereby declared to be a public nuisance, except for property located in a designated floodplain area, wetland area, or where the parcel of land is located within a subdivision where more than seventy percent (70%) of the parcels are unbuilt/vacant, or where natural landscaping as described below has been appropriately utilized. Native grasses and forbs that are part of a managed natural landscape are exempt from the height requirement of this provision.

- c. Natural landscapes shall be permitted in all zoning districts. However, unmanaged vegetation that constitutes a nuisance or hazard shall be prohibited. The Building Inspector/ Zoning Administrator or other authorized agent shall determine whether an existing landscape is a natural landscape or unmanaged vegetation that constitutes a nuisance or hazard. Natural landscapes include existing wooded areas, wetlands, prairies, and similar areas that are generally characterized by a diversity of species native to the area. Natural landscapes also include restored and managed plant communities and wildlife habitats that are comprised primarily of native ferns, grasses, forbs, aquatic plants, trees and shrubs. Where a natural landscape abuts a property or right-of-way that does not have a natural landscape, the property owner with the natural landscape shall provide an adequate grass lawn buffer or other acceptable buffer between the natural landscape and the adjacent property or right-of-way so as to prevent the natural landscape from being a nuisance or hazard or encroachment. Wherein the City is an adjoining property owner, the Public Works Director or other authorized agent shall act as a signatory to the waiver, so long as the vision triangle, public safety, and visibility of public infrastructure are not impacted.
- d. Vegetation that may impede the proper functioning of a drainage swale shall be removed unless specifically approved in writing by an authorized agent of the City.
- e. Vegetation (including gardens) shall be properly and routinely maintained or removed so that it does not present a hazard to structures, persons, or vehicles, impact vision triangles, and visibility/utility of public infrastructure. No person shall maintain, plant, or permit to remain on any private property situated at the intersection of two (2) or more streets/alleys in the City any tree, shrub, or other growth which may obstruct the view or life safety of the operator of any motor vehicle or pedestrian approaching such intersection. No obstructions shall be permitted between the heights of 2.5 feet and ten (10) feet at an intersection measured ten (10) feet along both streets/alleys and forming a triangle by striking an imaginary line between said points. It is unlawful for any person to plant, cause to grow, allow to grow or maintain any trees, bushes, shrubbery, or vegetation of any kind which is an obstruction to the clear and complete vision of any traffic sign or driveway approach to a street in the City. It shall be the duty of every owner of such tree, bush, shrubbery or vegetation to remove such obstruction.
- f. Any trees/bushes/shrubbery located upon any private premises adjacent to any public way or public property/areas shall be kept trimmed so not to impede travel. Trees and shrubs shall be kept trimmed so that the lowest branches projecting over the public right-of-way provide a clearance of a minimum of fourteen (14) feet. Clearance from sidewalk to lower branches shall be a minimum of ten (10) feet above the level of a sidewalk.

- g. Brush. Piles of brush (tree branches, yard waste, etc.) shall not be allowed to accumulate and/or be stored on parcels of residentially-zoned land as said brush becomes habitat for vermin and other associated animals and can become a public nuisance.
- h. Removal of debris and dirt from sidewalks, streets and public grounds.
1. No abutting property owner shall, upon any sidewalk, street, alley or public ground, so maintain their land or any building situated thereon so that, by erosion, by travel or by act of the responsible person, parts of the soil or other substance shall be deposited upon the abutting sidewalk, street, alley or any public ground, and if such deposit by erosion or otherwise shall take place, the sidewalk, street, alley or public ground shall be cleaned and made passable by such abutting owner within twenty-four (24) hours after receiving notice thereof.
 2. No abutting property owner shall maintain their adjacent land within three (3) feet of any sidewalk, street, alley or public ground so that by erosion, debris, or other substances creates a public nuisance or that the maintenance of the adjoining lands shall be such that over time said conditions will cause destruction and disrepair of the sidewalk, street, alley or public grounds. That within the twenty-four (24) hours after receiving notice thereof, said property owner shall remedy any public nuisance or conditions which may cause destruction and disrepair of sidewalks, streets, alleys or public grounds.
- i. When in the opinion of the Fire Chief or their designee, the presence of a natural lawn may constitute a fire or safety hazard due to weather and/or other conditions, the Fire Chief or their designee may order the cutting of natural lawns to a safe condition by written order. A property owner shall be required to cut the natural lawn within three (3) days upon receiving direction from the Fire Chief or their designee.
- j. Natural lawns shall not be removed through the process of burning unless approval is received from the Fire Chief or their designee and a written permit to burn is issued by the Fire Chief or their designee. The Fire Chief shall establish a written list of requirements for considering each request to burn natural lawns, thereby insuring the public safety. In addition, the property owner requesting permission to burn the natural lawn shall produce evidence of property damage and liability insurance identifying the City as a party insured. A minimum amount of acceptable insurance shall be Three Hundred Thousand Dollars (\$300,000).

(3) Noxious Weeds, Nuisance Weeds and Invasive Species.

- a. The species listed herein are not native to Onalaska and have a tendency to prohibit the successful growth of native plant communities. These plants are not naturally occurring in Onalaska and become capable of spreading and developing a significant population that destroys ecologic relationships, habitats, and create an overall loss in plant diversity.
- b. As listed herein, some of these species are prohibited while others are encouraged to be eradicated. In situations where the Building Inspector/ Zoning Administrator or other authorized agent determines that a plant is causing or has the potential to cause negative impacts on neighboring properties, said plant(s) shall be properly removed and disposed.

- c. **Noxious Weeds.** Pursuant to Section 66.0407, Wisconsin State Statutes, a person owning, occupying, or controlling land shall destroy and remove all noxious weeds on said land. View Section 66.0407, Wisconsin State Statutes, for an updated list of noxious weeds in the State of Wisconsin.
- d. **Nuisance Weeds.** Pursuant to Section 23.235, Wisconsin State Statutes, it is prohibited to sell, distribute, plant, or cultivate Nuisance Weeds. View Section 23.235, Wisconsin State Statutes, for an updated list of nuisance weeds in the State of Wisconsin.
- e. **Prohibited & Restricted Invasive Species.** Pursuant to NR 40, Wisconsin Administrative Code, the listed prohibited invasive species of terrestrial plants are currently not found in Wisconsin with the exception of small pioneer stands and are prohibited. They shall be eradicated from properties and may not be transported, possessed, transferred (including sale), or introduced. Pursuant to NR 40, Wisconsin Administrative Code, the listed restrictive invasive species of terrestrial plants are already established in the state and are restricted. They may not be transported, transferred (including sale), or introduced. If they are already on your property, you are encouraged, but not required to remove them. View NR 40, Wisconsin Administrative Code, for an updated list of prohibited invasive species and restrictive invasive species in the State of Wisconsin.

(4) **Composting.** Composting shall be allowed in all residential zoning districts subject to the following conditions:

- a. Composting shall be conducted within an enclosed container (or containers) not to exceed a sum total of one hundred fifty (150) cubic feet per parcel. A compost container shall be made of durable material such as wood, block, plastic, or sturdy metal fencing and shall have been constructed exclusively for composting.
- b. Compost containers shall not present an aesthetic, health, or odiferous nuisance to neighboring properties.
- c. Compost containers are prohibited in any front or side yard. Compost containers shall not be located in any drainage swale. Further, compost containers shall be located a minimum of three (3) feet from parcel lines, five (5) feet from an alley right-of-way; ten (10) feet from a principal structure; and three (3) feet from another neighboring accessory structure.
- d. Only kitchen wastes or other products labeled "compostable" that break down in compost containers and yard waste (free of logs, large branches, and diseased plants) may be placed in compost containers.
- e. Meat, bones, fat, oil, dairy products and other kitchen wastes that do not break down in compost containers, as well as plastic synthetic fibers, and human or pet waste shall not be placed in compost containers.
- f. Compost shall be maintained within the container to keep the material aerated, minimize odor, reduce potential rodent harborage, and promote effective decomposition of the material.

(5) **Harborage of pests.** All premises shall be kept free from non-domesticated rodents, vermin, insect infestation, rock doves (feral pigeons), starlings, skunks and other pests as determined by the Building Inspector or other authorized agent of the City. Where such pests are found, they shall be promptly exterminated or removed in a lawful manner that will not be injurious to human health. After extermination, proper precautions shall be taken to control harborage of pests and to prevent reinfestation. Bats shall be removed

from a structure as determined by Animal Control in consultation with the Building Inspector or Zoning Administrator when they cause a health or structural issues to a residence. Eradication methods of bats shall be consistent with WDNR rules.

(6) Animals, animal enclosures, and feces.

- a. All animal pens, runs, exercise areas, fenced areas, structures, and enclosures shall comply with the provisions of this Ordinance and shall be kept clean, sanitary, and free from odor, feces, insects, and other unsightly or objectionable matters, which constitute a public nuisance or are otherwise detrimental to public health, safety, or welfare.
- b. The owner or person in charge of any dog or other animal shall not permit solid fecal matter of such animal to deposit on any street, alley or other public or private property, unless such matter is immediately removed therefrom by said owner or person in charge. This section shall not apply to a person who is visually or physically handicapped.
- c. Domestic animal feces shall be removed and properly disposed of within twenty-four (24) hours.

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

(8) Storage of detached truck toppers. No person may leave or store a detached truck topper in any front yard. All detached toppers shall be stored inside an enclosed structure or they shall be stored in a rear or side yard in a manner that does not create a hazard or an aesthetic nuisance. No detached truck toppers shall be used as a compost container, accessory storage structure, animal enclosure, or any other use that is contrary to the designed and originally intended use customarily associated with a truck topper.

(9) Obstructions/Encroachments into the right-of-way. No person shall encroach upon or cause an encroachment/obstruction of any street, alley, sidewalk, or public grounds.

(10) Miscellaneous outdoor storage. All furniture, furnishings, appliances, household goods (except those items designed and intended for outdoor use), clothing, vehicle parts, tools, equipment, and similar items shall be stored within a completely enclosed structure or properly and promptly disposed of. Furniture may be placed for use on a covered porch, so long as said furniture is protected from the elements and kept in good repair. Further, in particular, the following may not be stored outdoors:

- a. No person shall store junked or discarded property including automobiles, automobile parts, trucks, tractors, refrigerators, furnaces, washing machines, stoves, machinery or machinery parts, wood, bricks, cement blocks, implements and/or equipment or other unsightly debris which substantially depreciates property values in the neighborhood. The applicable provisions of Wis. Stat. §175.25 entitled "Storage of junked automobiles," including any revisions or amendments thereto, are hereby adopted by reference. A motor vehicle shall include but not be limited to, an automobile, truck, recreational vehicle, motor home, bus and trailer that can be licensed. The term "junked automobile" shall mean any automobile or motor vehicle

- which is incapable of operation or use upon a highway including failure to register the vehicle or which has been dismantled for parts or scrap.
- b. Tires. No person shall store tires outside where they may collect rain and harbor a breeding place for the mosquito species that carries La Crosse Encephalitis, a serious viral disease.
 - c. Building waste/Construction materials. All waste resulting from remodeling, construction or removal of a building, roadway or sidewalk shall be disposed of by the owner, builder or contractor and is not permitted to be stored outdoors.
 - d. No person shall leave or permit to remain outside of any dwelling, building, or other structure, or within any unoccupied or abandoned building, dwelling or other structure under his/her control in a place accessible to children any abandoned, unattended or discarded ice box, refrigerator, freezer or other containers which has an airtight door or lid having a capacity of 1 ½ cubic feet or more, without first removing the door and/or chaining the door with a padlock.
- (11) **Graffiti.** The existence of graffiti on public or private property is in violation of this Ordinance and is expressly declared to be a public nuisance as defined and stated in Chapter 3, Title 11 pertaining to Offenses Against Property. Therefore, it is the responsibility of the owner, owner's agent, occupant, or other responsible person of the property to which the graffiti has been applied, to at all times, keep the property clear of graffiti, pursuant to the removal provisions found within Chapter 3, Title 11.
- (12) **Firewood storage.** Firewood storage associated with permitted outdoor sales shall be consistent with the outdoor sales provisions of the appropriate zoning district. All other stored firewood shall be used on premises and shall be stored pursuant to the following conditions:
- a. No person shall store firewood in the front yard on residentially zoned property, except that firewood may be temporarily stored in the front yard for a period of thirty (30) days from the date of delivery.
 - b. Firewood should be neatly stacked and may not be stacked closer than two (2) feet to any lot line and not higher than eight (8) feet from grade, except adjacent to a fence where firewood can be stacked as high as the fence. Fences as used in this section shall not include hedges or other vegetation.
 - c. All brush, debris, and refuse from processing of firewood shall be promptly and properly disposed of and shall not be allowed to remain on the premises.
 - d. Woodpiles that contain diseased wood that is capable of transmitting disease to healthy trees and woodpiles that harbor or are infested or inhabited by rats or other vermin are public nuisances and may be abated pursuant to the provisions of this Ordinance.
 - e. Not more than twenty (20) percent of the side and rear yard may be used for storage of firewood at any one (1) time. When a rear yard is used for firewood storage, such storage area shall be counted in computing the rear lot coverage requirements in Section 13-6-7(c) (2) (3).
 - f. Any tarp or similar material used to cover a firewood stack shall be made of durable and wind/water-resistant materials, shall be properly tied or anchored down, and shall be repaired or replaced when necessary.
- (13) **Fuel tanks.** Fuel tanks shall not be stored in any front or side yard.

(14) **Dumping and littering.** Dumping of any garage, rubbish, furniture or furnishings, brush, junk, stone, construction materials, appliances, grease, solvents, petroleum products, vehicles and vehicle parts, in any place in any manner is prohibited in all zoning districts unless such dumping is within an approved landfill or recycling center. Further, all waste/refuse containers and their storage areas shall be maintained in a nuisance & odor-free condition and so as to prevent the scattering of contents by weather conditions or animals. Litter shall not be allowed to accumulate.

a. No person shall throw any glass, refuse or waste, filth or other litter upon the streets, alleys, highways, public parks or other property of the City or upon property within the City owned by the Onalaska School District, or upon the surface of any body of water within the City.

b. Litter from Conduct of Commercial Enterprise.

1. Scope. The provisions of this section shall apply to all sales, promotions and other commercial ventures that result in litter being deposited on any street, alley or other public way.
2. Litter to be cleaned up. Any person, firm, corporation or association carrying on an enterprise that results in litter being deposited on any street, alley or other public way shall clean up the same within twelve (12) hours of the time the same is deposited. If any such litter is subject to being blown about, it shall be picked up immediately. If any such litter is likely to attract animals or vermin, such litter shall be picked up immediately.
3. Litter picked up at litterer's expense. If any person, firm, corporation or association fails to pick up any litter as required above within the time specified, the City shall arrange to have the same picked up by City crews or by private enterprise. Applicable bidding procedures shall be used for any arrangement for the use of private enterprise to pick up such litter. The entire expense of picking up such litter, together with an additional charge of twenty (20) percent for administrative expenses, shall be charged to the person, firm, corporation or association that did the littering. If such sum is not promptly paid, steps shall be taken, with the advice of the City Attorney's office, to collect the same. This charge shall be in addition to any forfeiture or other penalty for violation of this section.

(15) **Rubbish in Public Rights-of-Way.** To protect the City's storm water system, pedestrian safety, and vehicular traffic in public rights-of-way, dirt, mud, rocks, leaves, grass clippings, and/or rubbish/refuse of any kind may not be dropped, deposited, or directed towards the public right-of-way. Dirt, mud, rocks, leaves, grass clippings, and/or other rubbish/refuse unintentionally directed towards the public right-of-way shall be removed and properly disposed of.

(16) **Snow/Ice Removal and Storage.**

- a. The owner, occupant or person in charge of any parcel or lot which fronts upon or abuts any sidewalk shall keep said sidewalk clear of all snow and ice. In the event of snow accumulating on said sidewalk due to natural means and/or by any other means, said sidewalks shall be cleared of all accumulated snow and/or ice within twenty-four (24) hours from the time the snow ceases to accumulate on said sidewalk. Sidewalks are to be kept clear of snow and ice to the width of the sidewalk. In the event that ice has formed on any sidewalk in such a manner that it cannot be removed, the owner, occupant or person in charge of the parcel or lot

- which fronts upon or adjoins said sidewalk shall keep the sidewalk sprinkled with material to accelerate melting or prevent slipping. In case snow shall continue to fall for some time, then it shall be removed immediately after it shall cease to fall. If snow should begin to fall again within the initial twenty-four (24) hours, the twenty-four (24) hour time shall be reset to when the snow ceases to fall the following time. The owner, agent, occupant or person in charge of a corner lot shall also clear, sand or salt, as set forth herein, to the curb that portion of the sidewalk commonly referred to as the corner crosswalk. A corner lot is defined as a lot abutting upon two (2) or more streets. If the owner fails to maintain sidewalks in the manner as stated above, the City may cause the snow and/or ice to be so removed from the full width of the sidewalk. Costs incurred by the City for the removal of snow and/or ice shall be fully accounted and charged back to the parcel of land adjoining said sidewalk. The City shall charge a minimum of seventy-five (\$75.00) dollars for said work, in addition to a forty (\$40.00) dollar administrative fee per parcel. If the costs and expenses remain unpaid, the charges shall be entered onto the tax roll as a special charge and shall be collected as other taxes upon real estate are collected.
- b. No person shall push, shove, plow, throw or in any way deposit any snow or ice onto any public streets, alley, sidewalk, or public lands dedicated to public use except for parcels or lots where existing buildings are constructed within five (5) feet of the street right-of-way and the sidewalks exists from the City right-of-way to the curb line. In such instances, the owners, occupants and/or employees of parcels or lots shall be permitted to deposit snow and ice from their sidewalks only onto the public streets. Snow from public sidewalks shall not be stored in any manner which will obstruct or limit vehicular or pedestrian vision, movement or access. The deposit of any snow or ice upon any sidewalk, alley or public street of the City, contrary to the provisions of this section, is a nuisance; and the City may summarily remove any snow or ice so deposited and cause the cost of said removal to be charged to the owner of the property from which said snow or ice had been removed.

- (17) **Vehicles.** Parking and storage of vehicles in all residential zoning districts.
- a. Parking and storage of registered, licensed, and operable vehicles. Vehicles shall be kept fully operational, licensed and used on a regular basis. Oil and other vehicle fluids shall not be permitted to spill onto the ground, which may create an aesthetic nuisance and/or migrate into the City's right-of-way or utility systems. In all districts, parking and/or storage of registered, licensed and operable vehicles, including automobiles, vehicles and trailers used for recreational purposes over twenty-five (25) feet in length (not including trailer tongue) and commercial vehicles under twenty-five (25) feet in length, shall be consistent with the following:
1. All vehicles shall be appropriately parked on an approved hard surface (including, but not limited to: gravel, asphalt, concrete or similar surface), or stored in an enclosed structure, or on a driveway.
 2. No person shall park or store, or permit any other person to park or store, a vehicle on lawn/grassed surface.
- b. Parking of vehicles and trailers under twenty-five (25) feet in length. Vehicles and trailers under twenty-five (25) feet in length (not including trailer tongue) not required by the State of Wisconsin to be licensed or registered, including cargo trailers, travel trailers, boats, and other such items, as well as registered and licensed vehicles and trailers used for recreational purposes, including

snowmobiles and all-terrain vehicles, shall not be parked on front yards (excluding corner properties) unless parked on a driveway or parking area described pursuant to the provisions of this Ordinance and setback a minimum of fifteen (15) feet from the curb. Such vehicles may be parked in the rear yard and/or in the side yard if the side yard has a minimum twenty-five (25) foot setback.

- c. All recreational vehicles stored on a property shall be owned by the resident on whose property the unit is parked for storage.
- d. Vehicles or trailer used for storage of goods. No vehicle, trailer, or similar device shall be used for the storage of goods, materials or equipment other than those items considered to be part of the unit or essential for its immediate use.
- e. Parking or storage of unregistered, unlicensed, or inoperable vehicles on private property. Any unregistered, unlicensed, or inoperable vehicles (including automobiles and vehicles and trailers used for recreational purposes) shall not be stored for more than ten (10) days on private property on an approved hard surface, unless stored within an enclosed structure.
- f. **Parking or storage of unregistered, unlicensed, or inoperable vehicles on public property.** Except as permitted on State of Wisconsin property, no person shall park any unregistered, unlicensed, or inoperable vehicle upon any public street, alley, highway, or public property.
- g. **Abandoned vehicles.** A vehicle is considered abandoned if the vehicle is parked and left unattended in the same place for forty-eight (48) consecutive hours without the permission of the owner of the premises and is in public view. The City of Onalaska Police Department shall be responsible for the removal and disposition of vehicles abandoned on public premises. Vehicles abandoned on public property shall be disposed of per Section §342.40, Wisconsin Statutes. For private properties, the Onalaska Police Department's involvement is limited to issuing appropriate parking tickets and it is the responsibility of the property owner to appropriately remove and dispose of vehicles abandoned on private property. Any person who abandons a vehicle on public or private premises may be punished by imposition of forfeiture as detailed in this Ordinance.
- h. **Storage of machinery, implements and equipment.** No person shall park or store or permit any other person to park or store any machinery, implements, or equipment designed for use in agriculture, construction, or other commercial enterprise, unless the machinery, implements, or equipment is stored in an enclosed structure. This Section does not apply to premises for which the Unified Development Ordinance specifically permits outdoor storage, display or sale of machinery, implements, or equipment.
- i. **Responsibility for parking violations on premises.** The registered owner of a vehicle shall be responsible for any violations of the parking provisions of this Ordinance. If a vehicle has been abandoned or the owner of the vehicle is unknown, then the owner of the property on which the vehicle is located shall be responsible for any violation of the parking provisions of this Ordinance.



LICENSES: ALL
LICENSE CODES: Include: RECBURN-E , RECBURN-O
CLASSES: All
STATUS: ACTIVE
CITY LIMITS: INSIDE, OUTSIDE

ID	CODE	NAME/ PROPERTY ADDRESS	STATUS	CLASS/ REPORT	ORIG/ RENEW	TERM/ PRINTED
00501	RECBURN-O	BREINING 716 14TH AVE N	ROBERT ACTIVE	REC BURN REC BURN	6/25/2012	7/24/2019
00708	RECBURN-O	LANCOUR 469 2ND AVE N	DARYL ACTIVE	REC BURN REC BURN	8/21/2012	7/31/2019
01204	RECBURN-O	RIHN 4008 MARY DR	JOSEPH ACTIVE	REC BURN REC BURN	5/05/2015	8/01/2019
03259	RECBURN-O	NITTI 603 8TH AVE N	PATRIC ACTIVE	REC BURN REC BURN	7/23/2013	7/08/2019
03743	RECBURN-E	KENDHAMMER 1576 YOUNG DR E	PATRIC ACTIVE	REC BURN REC BURN	3/20/2014	1/31/2019
04044	RECBURN-O	LEE 525 BIRCH ST	MONICA ACTIVE	REC BURN REC BURN	6/04/2014	7/15/2019
05047	RECBURN-O	SAPHNER 924 WINDHILL	GREG & ACTIVE	REC BURN REC BURN	6/02/2017	7/03/2019
05058	RECBURN-O	ALEXANDER 2309 EVENSON DR	GEORGE ACTIVE	REC BURN REC BURN	6/16/2017	7/08/2019
05605	RECBURN-O	FISCHER 1575 E YOUNG	CATHY ACTIVE	REC BURN REC BURN	7/29/2019	8/06/2019
05613	RECBURN-O	CAVIS 1907 EVENSON DR	DIANE ACTIVE	REC BURN REC BURN	7/29/2019	8/06/2019
05814	RECBURN-O	BERANEK 311 HORMAN BLVD	TAMMY ACTIVE	REC BURN REC BURN	8/01/2019	
05839	RECBURN-O	GOETZKE 802 ROBERT PL	DONOVA ACTIVE	REC BURN REC BURN	7/03/2019	7/15/2019

8/07/2019 4:19 PM

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

LICENSES: ALL

SORTED BY: LICENSE NUMBER

EFFECTIVE

LICENSE CODES: Include: RECBURN-E , 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
05840	RECBURN-O	NETWAL 431 MAYFAIR PL	MARK & ACTIVE	REC BURN REC BURN	7/05/2019	7/15/2019
05847	RECBURN-O	MOORE 345 6TH AVE N	ANDREW ACTIVE	REC BURN REC BURN	7/09/2019	7/15/2019
05849	RECBURN-O	ALBRECHT 109 ELM ST	ZACHAR ACTIVE	REC BURN REC BURN	7/09/2019	7/15/2019
05850	RECBURN-O	LANDERS 2103 SANDALWOOD	KELLY ACTIVE	REC BURN REC BURN	7/11/2019	7/16/2019
05851	RECBURN-O	HAMILTON 1213 GREEN ST	ALAN ACTIVE	REC BURN REC BURN	7/11/2019	7/16/2019
05857	RECBURN-O	MATTIE 429 GROVE ST	TYLER ACTIVE	REC BURN REC BURN	7/12/2019	7/16/2019
05871	RECBURN-O	TENDER 825 13TH AVE S	LARRY ACTIVE	REC BURN REC BURN	7/22/2019	7/24/2019
05872	RECBURN-O	BJORGE 205 13TH AVE S	KATELY ACTIVE	REC BURN REC BURN	7/22/2019	7/24/2019

REPORT TOTALS: 20 LICENSES

**AN ORDINANCE TO AMEND ARTICLE E OF CHAPTER 3 OF TITLE 2
OF THE CODE OF ORDINANCES OF THE CITY OF ONALASKA RELATING TO
JOINT MUNICIPAL COURT**

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

SECTION I. Chapter 3 of Title 2, Section 13 of the City of Onalaska Code of
Ordinances related to is hereby deleted in its entirety and replaced as follows:

Sec. 2-3-13 Joint Municipal Court

- (a) **Established.** Pursuant to Chapter 755 Wisconsin Statutes, there is hereby created and established a municipal court designated "Joint Municipal Court" for the City of Onalaska, Town of Campbell, Town of Holland Town of Shelby, Village of Bangor, Village of Holmen, Village of Rockland and the Village of West Salem, (hereinafter referred to individually as "Member Municipality" and collectively as "Member Municipalities")
- (b) **Municipal Court Committee.** There is hereby created a Municipal Court Committee. The Municipal Court Committee shall be comprised of one representative of each member municipality who shall be appointed by the Mayor, President or Chair of the member municipality, subject to confirmation by the respective governing body, and in addition, one member who shall be a police chief of a member municipality. The Chief's position shall be replaced on a yearly basis by means of rotation among the chiefs. Chiefs will rotate as follows: Onalaska, Campbell, Shelby, Bangor, Holmen, and West Salem. In the event a Member Municipality not listed above has a Police Chief, they shall be added to the rotation In order to assure participation and continuity of representation, each member municipality may appoint an alternate representative who shall act on committee matters in the absence of the representative. The term for each municipal member representative, other than chief, shall be for two (2) years.
- (c) **Creation and Qualification of the Position of Municipal Judge.** Pursuant to Chapter 755, Wis. Stats., the office of municipal judge is hereby created. Eligibility for the office of municipal judge shall be as follows: To be eligible for the office of municipal judge a person must be a qualified elector of a Member Municipality.
- (d) **Election and Term of Municipal Judge.** The position of the municipal judge shall be by election. The municipal judge shall be elected at large at the spring election, for a four (4) year term, commencing on May 1st succeeding his or her election. Electors of the Member Municipalities shall be eligible to vote for the municipal judge of the Joint Municipal Court.
- (e) **Creation of the Position of Clerk of the Municipal Court.** Pursuant to Chapter 755, Wis. Stats., the office of the clerk of the Joint Municipal Court is hereby created. Said Clerk shall take the position upon hire by the City of Onalaska and written appointment by the municipal judge. One member of the Joint Municipal Court Committee, selected by the Chair, shall participate in the interviews for the hiring of the Municipal Court Clerk. Training and compensation of said clerk shall be as determined by the City of Onalaska after consideration of any recommendation by the Municipal Court Committee.

- (f) **Salary of Municipal Judge.** The municipal judge shall receive a fixed salary and municipal judge's training pursuant to Section 755.18, Wis. Stats., the salary to be determined by the City of Onalaska after consideration of the recommendation of the Municipal Court Committee, subject to Sec. 755.04, Wis. Stats., which shall be in lieu of fees and costs. The salary may be increased for a new term prior to the beginning of the term of the judge or for the second year of the term of the judge, but shall not be decreased during the term of the judge. The salary shall be paid in monthly installments. No salary shall be paid to the municipal judge for any time during his or her term for which he or she has not executed and filed the official bond and oath as required by subsection (g) of this section.
- (g) **Bond and Oath of Municipal Judge.** The municipal judge shall, after election to fill a vacancy, take and file the official oath as prescribed in Sec. 755.03, Wis. Stats., with the city clerk of the City of Onalaska. In lieu of an official bond, the Member Municipalities shall collectively maintain the Municipal Court Judge on a dishonesty insurance policy or other appropriate insurance policy that covers the judge and a copy of the policy shall be provided yearly to the Joint Municipal Court Committee.
- (h) **Oath of Municipal Court Clerk.** The municipal court clerk shall, before entering upon the duties of the office take and file the official oath as prescribed in Sec. 19.01 Wis. Stats., with the city clerk of the City of Onalaska. The City of Onalaska shall provide a copy of the sworn oath to the other Member Municipalities.
- (i) **Jurisdiction of Municipal Judge.** The municipal judge shall have jurisdiction as provided in Article VII, §§755.045 and 755.05, Wis. Stats., and as otherwise provided by state law. In addition, it shall have exclusive jurisdiction over actions in the municipalities that are parties to the agreement and seeking to impose forfeitures for violations of municipal ordinances, resolutions and by-laws.
- (j) **Joint Municipal Court.**
- (1) **Location.** The Joint Municipal Court's location shall be the City of Onalaska City Hall. The time(s) of the municipal court shall be determined by the municipal judge and the Municipal Court Committee.
 - (2) **Vacancies.** If the municipal judge is temporarily absent, sick or disabled, the provisions of Sec. 800.06(1), Wis. Stats., shall apply, and if the municipal judge becomes incompetent, unable or fails to act, or in the event of a vacancy, the provisions of Sec. 800.06(2), Wis. Stats., shall apply. Any substitute municipal judge designated or assigned hereunder shall be compensated as authorized by Wis. Stat. 800.065(3).
 - (3) The municipal judge shall satisfy all continuing education requirements for municipal judges.
 - (4) Upon the proper and timely written request for substitution of the municipal judge, the provisions of Sec. 800.05, Wis. Stats., shall apply.
 - (5) The procedures of the Joint Municipal Court shall be in accord with the applicable Wisconsin Statutes, this ordinance and the Joint Municipal Court Agreement entered into between the Member Municipalities. The Joint Municipal Court shall abide by the Wisconsin Rules of Evidence and shall abide by the Uniform State Traffic Deposit Schedule. In non-traffic matters, each Member Municipality shall draft a bond schedule, which shall become effective upon approval by the Member Municipality's governing body. No bond shall exceed the maximum penalty which could be imposed for the ordinance violation.
- (k) **Fees and Costs.**
- (1) The municipal judge may impose punishment and sentences as provided by Chapters 800 and 938 Wis. Stats., and as provided in the ordinances of the Member

Municipalities that are parties to the agreement. The Treasurer of the City of Onalaska and the Municipal Court Clerk certifies the monthly accounting with the State of Wisconsin. Such reports are available by request to each Member Municipality.

- (2) The municipal judge shall collect a fee for Court Costs on each separate matter, whether it is on default of appearance, a plea of guilty or no contest, on issuance of a warrant or summons or the action is tried as a contested matter. For the purposes of this section, the "Court Costs" for matters adjudicated by the Coulee Region Joint Municipal Court shall be at the maximum rate allowed pursuant to Wis. Stat. Sec. 814.65, or its successor or replacement.
- (l) **Withdrawal from Joint Municipal Court.** Any member municipality may withdraw from this Agreement by giving notice in writing to the Municipal Court Committee no later than September 30th of any year. Upon giving such notice, the member municipality's participation in the joint municipal court shall terminate on December 31st of said year.
- (m) **Statutes Adopted by Reference.** Chapters 755 and 800, Wis. Stats. as may be amended, are hereby adopted by reference.
- (n) **Contempt of Court.** The municipal judge, after affording an opportunity to the person accused to be heard in defense, may impose as sanction authorized under §800.12 Wis. Stats. and may impose a forfeiture therefore not to exceed two-hundred dollars (\$200) or upon nonpayment of the forfeiture and the assessments thereon, a jail sentence not to exceed seven (7) 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

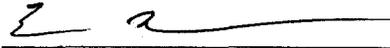
By: _____
Caroline Burmaster, Clerk

PASSED:
APPROVED:
PUBLISHED:

FISCAL IMPACT OF ORDINANCE 1651 – 2019

Joint Municipal Court
Eric Rindfleisch, Administrator

Please route in this order



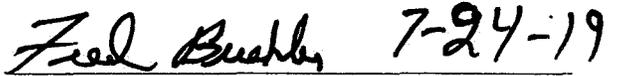
(signature)

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

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