

CITY OF ONALASKA MEETING NOTICE

COMMITTEE/BOARD: Common Council
DATE OF MEETING: May 14, 2019 (Tuesday)
PLACE OF MEETING: City Hall – 415 Main St. (Common Council Chambers)
TIME OF MEETING: 7:00 P.M.

PURPOSE OF MEETING

1. Call to Order and roll call
2. Pledge of Allegiance
3. Rules of the City of Onalaska Common Council and its Sub Committees – Harassment Free Forum
4. **PUBLIC INPUT: (limited to 3 minutes/individual)**
5. **REPORT FROM THE MAYOR:**
 - A. Library Statistics
 - B. Proclamation for Kids to Parks Day
 - C. Appointments to standing committees, boards, commissions, and other committees
 - D. Consideration of a request from City of La Crosse Mayor Tim Kabat for funding for the La Crosse Center expansion

RECOMMENDATIONS FOR APPROVAL AND/OR POSSIBLE ACTION FROM THE FOLLOWING COMMITTEES/COMMISSIONS/BOARDS:

All items listed under the consent agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a council member requests removal, in which event the item will be removed from the consent agenda and considered in the order of business in the non-consent agenda.

6. **Consent Agenda**

- A. Approval of minutes from the previous meeting(s)

NOTICES MAILED TO:

*Mayor Joe Chilsen	Al Cagle, American Legion
*Ald. Jim Binash	Christopher Matt, YMCA
*Ald. Jim Olson	Hilltopper Rotary
*Ald. Jerry Every	Onalaska Enhancement Foundation
*Ald Ron Gjertsen	Melissa Delaney
*Ald. Diane Wulf	Howard Horman
*Ald. Kim Smith	Timothy Coorough
City Attorney	City Administrator
Dept Heads	La Crosse Tribune
Coulee Courier	FOX
WKTY WLXR WLAX WKBT WXOW	Ruth Mashak Terry Weiland
	Leah Berlin / Jim Bressi & David & Barbara Hegenbath
	Onalaska Public Library Onalaska Omni Center

*Committee Members

Date Mailed & Posted: 5-9-19

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.

FINANCE COMMITTEE

- B. Approve 2019 Omni Center Financials
- C. Approve 2019 General Fund Financials
- D. Approve monthly department presentation by Finance Director/Treasurer and an overview of the Finance Department
- E. Approve Gundersen Health System Parking Ramp Financial for 1st Quarter 2019
- F. Approve contract extension for Kirk Bey transcription services for 2020
- G. Accept offer from WI Department of Transportation Bureau of Transportation Safety (BOTS) for a 75/25 match relating to speeding and other traffic violations
- H. Approve Liquor Account Agreement between the City of Onalaska and the Onalaska Enhancement Foundation (OEF)
- I. Approval of the following contracts:
 - 1. MACH Sub-User's Agreement
 - 2. TRACS Sublicense Agreement

PERSONNEL COMMITTEE

- J. Approve out of state travel for Jeremy Southworth to attend Leadership in Supervision at the National Fire Academy in Emmitsburg, Maryland from July 21 through July 26, 2019
- K. Approval of out of state travel for Jason Veldboom, Wayne Nagy and Karl Goldbeck to attend Crude by Rail Emergency Response in College Station, Texas from October 7 through October 9, 2019
- L. Approval of filling the budgeted position of Firefighter/EMT
- M. Approval to increase Part-Time Firefighter/EMT Lieutenant Goldbeck's hours to exceed the 600 hour Wisconsin Retirement cap not to exceed greater than 900 hours in a rolling calendar year

JUDICIARY COMMITTEE

- N. Approval of **Ordinance 1636-2019** to amend Chapter 1 of Title 10, Section 15 of the Code of Ordinances of the City of Onalaska relating to controlled intersections designated (Third and Final Reading)
- O. Approval of **Ordinance 1639-2019** to annex land located in the Northeast ¼ of the Northwest ¼ in Section 29, Township 17 North, Range 7 West from the Town of Onalaska to the City of Onalaska (Abbey Road Annexation) (Third and Final Reading)
- P. Approval of **Ordinance 1640-2019** to amend Article E of Chapter 1 of Title 10 of the Code of Ordinances of the City of Onalaska Relating to Winter Alternate Parking (Third and Final Reading)
- Q. Approval of **Ordinance 1642-2019** to amend Section 14 of Chapter 3 of Title 2 of the Code of Ordinances of the City of Onalaska relating to the City Administrator (First and Second Reading)
- R. Approval of **Ordinance 1645-2019** to amend Section 27 of Chapter 1 of Title 10 of the Code of Ordinances of the City of Onalaska Relating to Parking Restrictions (6th Avenue North) (First and Second Reading)
- S. Approval of **Ordinance 1646-2019** to amend Section 27 of Chapter 1 of Title 10 of the Code of Ordinances of the City of Onalaska Relating to Parking Restrictions (13th Avenue North) (First and Second Reading)
- T. Approval of **Ordinance 1647-2019** to amend Section 3 of Chapter 1 of Title 2 of the Code of Ordinances of the City of Onalaska relating to the City Budget Hearing (First and Second Reading)

ADMINISTRATIVE COMMITTEE

- U. Approval of Operator's Licenses as listed on report dated May 8, 2019
- V. Approval of amendment to Class B Liquor License for American Legion Post 336, 731 Sand Lake Road, Onalaska for June 14-15, 2019 for Onalaska Community Days to include outside grounds
- W. Approval of variance to the noise ordinance for:
 - 1. American Legion Post 336, 731 Sand Lake Road, Onalaska for June 14-15, 2019 for Onalaska Community Days until 11:30pm each evening
 - 2. Onalaska Enhancement Foundation for Celebrate Onalaska for June 22, 2019 until 11:30pm
- X. Approval of request for Waiver to 7-1-23: Limitation on Number of Dogs and Cats for Melissa Delaney, 1823 Snowflake Place, Onalaska
- Y. Approval of Special Events Permit for
 - 1. Walk With Warriors, Saturday, June 15, 2019 from approximately 10-11am starting at American Legion, 731 Sand Lake Road, Onalaska, WI

2. Memorial Day Parade for American Legion on May 27, 2019 from approx. 9:30-10am from the American Legion to Onalaska Cemetery
 3. American Legion Legacy Scholarship Run on June 15, 2019 from approx. 10am – 4pm starting at La Crosse Area Harley-Davidson, 1116 Oak Forest Drive, Onalaska
 4. Celebrate Onalaska by Onalaska Enhancement Foundation, June 21 (approx. noon) thru June 23, 2019 (approx. 4pm) at Van Riper Park / Omni Center / JC Fields
 5. Red Cedar Block Party, June 4, 2019 (rain date June 5, 2019) from 5-7:30pm closing Red Cedar Court between Riders Club Road and Grove Street
- Z. Approval of Beekeeping License for Clearwater Farm, 760 Green Coulee Road, Onalaska for May 15, 2019 – December 31, 2019
- AA. Approval of Fireworks Permits for Michael F. Callaway / R&M Enterprises, Inc. for selling of fireworks from a tent located at East Towne Plaza, State Road 16, Onalaska from June 14, 2019 through July 6, 2019
- BB. Approval of professional architecture services for Onalaska Cemetery Master Contract with Tribute Design Systems, LLC

BOARD OF PUBLIC WORKS

- CC. Approval of extending parking restrictions on north side of Mason Street to east of fire hydrant
- DD. Approval of methodology for **Ordinance 1643-2019** for hook up charges for Abbey Road
- EE. Approval of methodology for **Ordinance 1644-2019** for hook up charges for Crestwood Lane
- FF. Approval of bids received for Crestwood Booster Pump Station Project to Olympic Builders in the amount of \$974,846
- GG. Approval of no action in regards to drainage easement at 960 and 962 Streblov Street
- HH. Approval of professional services for design of fiber optic line installation between City buildings to Livermore Technologies in the amount of \$20,210
- II. Approval of archeology services by Mississippi Valley Archeology Center for 2017 Utility Project – 3rd Avenue South in the amount of \$43,547
- JJ. Approval of storm water drainage easement for Crestwood Estates Development

PLAN COMMISSION

- KK. Conditional Use Permit request filed by Ruth Mashak, 729 Redwood Street, Onalaska, WI 54650 for the purpose of allowing the operation of a home occupation (offering piano lessons) at the property located at 729 Redwood Street, Onalaska, WI 54650 (Tax Parcel #: 18-5898-1) (FIO)
- LL. Conditional Use Permit request filed by Leah Berlin and Jim Bressi of Kwik Trip, Inc., 1626 Oak Street, La Crosse, WI 54601 on behalf of David & Barbara Hegenbarth of Hegenbarth Investments, LLC, 2400 Cedar Creek Lane, Onalaska, WI 54650 for the purpose of allowing the operation of a meal prep / catering establishment at the property located at 910 2nd Avenue North, Onalaska, WI 54650 (Tax Parcel #: 18-1276-0) (FIO)
- MM. Conditional Use Permit request filed by Dan Wick, Parks & Recreation Director of the City of Onalaska, 415 Main Street, on behalf of the City of Onalaska, 415 Main Street, Onalaska, WI 54650 for the purpose of allowing the construction of a perforated aluminum screen behind and a wood canopy over the existing stage at Dash Park located at 200 Main Street, Onalaska, WI 54650 (Tax Parcel # 18-96-1) (FIO)
- NN. Denial of a request to amend Site Plan Permit #181016 Conditions of Approval filed by Terry Weiland, 600 L Hauser Road, Onalaska, WI 54650, for the purpose of changing Condition #26 tied to the construction of a five-unit Townhome / Row House development at the property located at 2215-2217-2219-2221-2223 Abbey Road (Tax Parcel # 18-4511-315)

UTILITIES COMMITTEE

- OO. Approve the Program of Projects for Onalaska with modifications based on the final distribution report
- PP. Approval of Shared Ride Financials

PARKS & RECREATION

- QQ. Approval to change May Park and Recreation Board meeting to May 20th at 5:15 PM
- RR. Approve Omni Center shelter sprinkler system bid to Fireline Sprinkler, LLC in an amount not to exceed \$11,900
- SS. Approve Omni Center shelter heat bid to Coulee Region Mechanical in an amount not to exceed \$2,300
- TT. Approve lifeguard chairs and umbrellas bid to The Lifeguard Store in an amount not to \$4,800

Non-Consent Agenda

7. **RECAP ITEMS PULLED FROM THE CONSENT AGENDA**

8. **SUSPENSION OF COUNCIL RULE SEC. 2-2-3(c) CODE OF ORDINANCES**

- A. **Resolution 26 – 2019** – To Dissolve the Onalaska Technology Committee (Veto by Mayor Chilsen on April 20, 2019)

9. **FINANCE COMMITTEE**

- A. Vouchers
B. Approve agreement with General Engineering Company (GEC) for the provision of Inspection Services
C. Approve a Community Development Investment Grant Agreement between the Wisconsin Economic Development Corporation (WEDC) and the City of Onalaska for the Great River Residences project in the amount of \$250,000

10. **JUDICIARY COMMITTEE**

- A. **Ordinance 1643 -2019** To amend Chapter 3 of Title 9, Section 3 of the Code of Ordinances of the City of Onalaska relating to North Abbey Road Zone Charges (First and Second Reading)
B. **Ordinance 1644-2019** to amend Chapter 3 of Title 9, Section 4 of the Code of Ordinances of the City of Onalaska relating to Crestwood Lane Zone Charges (First and Second Reading)

11. **ADMINISTRATIVE COMMITTEE**

- A. Approval of Special Events Permit for Downtown Sound by the Onalaska Hilltopper Rotary on Tuesday evenings starting June 4, 2019 – August 27, 2019 from approx. 6-8pm

12. **BOARD OF PUBLIC WORKS**

- A. **Resolution 29-2019** – Final Resolution regarding assessments for alley paving between 2nd Avenue North and 3rd Avenue North from Main Street to King Street
B. Review and consideration of contract extension for 2014-2020 Refuse and Recycling Collection contract with Harter's Quick Clean-up
C. Review and consideration of proposals received for Fire Department kitchen remodel

13. **CITY ADMINISTRATOR**

- A. **Resolution 30-2019** –Preliminary Resolution to Vacate and Discontinue a Portion of Crestwood Lane, City of Onalaska, La Crosse County, Wisconsin

14. **CLOSED SESSION**

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

- Discussion and Consideration of a Development Agreement with Marvin Wanders of GRR Onalaska, LLC, PO Box 609, La Crosse, WI 54602 as associated with Tax Increment District (TID) #5

And under Section 19.85(1)(f) of the Wisconsin Statutes for the purpose of considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations:

- Discussion of extension of unpaid leave per 7.01 Leave of Absence Policy

And under Section 19.85(1)(g) of the Wisconsin Statutes for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved:

- Weather related fall in the vicinity of the 500 block of Wilson Street
- Door damage on 600 block of 2nd Avenue South

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

Adjournment

Burmester, Cari

From: George Tabbert <GeoTabbert@hotmail.com>
Sent: Tuesday, May 14, 2019 2:27 PM
To: Burmaster, Cari
Subject: Arts Commission

Cari, I would like this read at tonight's Common Council meeting:

I do not trust the new Arts Commission for the City of Onalaska. It is an offspring of the Great River Landing Committee, which instigated the **ethnic cleansing** of Native American human remains at the junction of Main and 2nd Avenue, well known as Onalaska first cemetery. I believe this new commission will continue to ignore the history and culture of Onalaska's downtown and replace it with a cheap imitation of its own. In essence, this new commission will continue the destruction of the **sense of place** orchestrated by those who do not even come close to representing the people of Onalaska.

I served on the unofficial Onalaska Cemetery Improvement Committee. I was raised on Brice Prairie and in the City of Onalaska. I have done research on the early park and recreational areas of Onalaska, on Onalaska's founders and on Onalaska Cemetery. This new commission is to ~~be~~ watched. I personally would not trust its members within 10 feet of any important historical or culturally important properties in the city, including Onalaska Cemetery.

George Tabbert, 809 Rachel Avenue North

Sent from [Mail](#) for Windows 10

#5-B

**PROCLAMATION FOR
KIDS TO PARKS DAY**

WHEREAS, May 18th, 2019 is the ninth Kids to Parks Day organized and launched by the National Park Trust, held annually on the third Saturday of May; and

WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks; and

WHEREAS, it is important to introduce a new generation to our nation's parks; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes mellitus, hypertension and hypercholesterolemia; and

WHEREAS, Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and

WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and

NOW THEREFORE, We the City of Onalaska, do hereby proclaim to participate in Kids to Parks Day. We urge residents of Onalaska to make time May 18th, 2019 to take the children in their lives to a neighborhood, state or national park.

Dated this _____ day of May, 2019

Caroline Burmaster, City Clerk
City of Onalaska

Joe Chilsen, Mayor
City of Onalaska

2019 – COMMITTEE/BOARD/COMMISSION APPOINTMENTS

#5-C

Arts Commission

Mayor

Aldersperson – Jim Olson

Five Citizen Members:

1. Joyce Diveley (one year term)
2. Linda Lyche (two year term)
3. Dani McAlister (two year term)
4. Deb Carlson (three year term)
5. LuAnn Roth (three year term)

Board of Zoning Appeals

Diane Wulf - Chair

Brent Larson

Joint Municipal Court Committee

Fred Buehler – Alternate for Onalaska Appointee

Library Commission:

Aldersperson – Diane Wulf - Chair

Long Range Planning

Ryan Wilkening

Park & Recreation Board

Patric McGuane

#5-D



OFFICE OF THE MAYOR
LA CROSSE

March 21, 2019

Mayor Joe Chilsen
City of Onalaska
415 Main Street
Onalaska, WI 54650

Re: Request for assistance from City of Onalaska for the La Crosse Center renovation and expansion

Dear Mayor Chilsen:

As you know, the City of La Crosse and the La Crosse Center are in the midst of one of the most significant projects in the history of our community. The La Crosse Center was originally built at its current location along the Mississippi River in 1980. A new arena, meeting rooms and a river view suite were the highlights. In 2000, a south hall and ballroom were added to nearly double the space to 100,000 square feet. The current facility produces an annual economic impact of more than \$38 million.

This regional venue for conventions, trade shows, meetings, banquets, community gatherings, sporting events and entertainment is poised for a \$42 million renovation and expansion. The upgraded facility will feature a 12,000 plus square foot ballroom, break out meeting rooms, a new entrance lobby, pedestrian connectors, new restrooms, concession stands and much more.

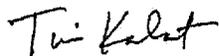
The expanded space and upgrades will enable us to attract larger meetings, conventions and more, yielding greater annual economic returns for hotels, restaurants, taverns, and businesses in Onalaska and the surrounding communities. Increases in event activity associated with the expansion are estimated to generate an additional \$6.3 million, bringing the total output to more than \$44 million for the larger La Crosse economy each year. This project will entice visitors from throughout the Midwest to benefit all of Western Wisconsin.

The city is developing a creative financing plan to fund the \$42 million project. The plan includes the possibility of lease revenue bonds funded by local room taxes, general obligation bonds, a ticket surcharge, cash reserves and a grant from the State of Wisconsin. We are investigating naming rights and public-private partnerships and also a contribution from La Crosse County because of the regional economic impacts this investment will create.

Our request of the City of Onalaska is to contribute funding to this project. Based on the additional economic impact that will be generated in our area from the expanded facility, we are requesting a contribution of \$50,000 each year for 10 years.

The La Crosse Center has established itself as the institution for conventions, trade shows, meetings, entertainment and community gatherings in Western Wisconsin for almost 40 years. This project continues that tradition and sets the stage for decades of excellence to come. We hope that we can count on your support. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Tim Kabat". The signature is written in a cursive style with a large initial "T".

Mayor Tim Kabat

C: La Crosse Common Council members
Eric Rindfleisch, Onalaska City Administrator
Art Fahey, La Crosse Center Director

ORDINANCE NO. 1636 -2019

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

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

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

Sec. 10-1-15 Controlled Intersections Designated.

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

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

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

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

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

Dated this ____ day of _____, 2019.

CITY OF ONALASKA

By: _____
Joe Chilsen, Mayor

By: _____
Caroline Burmaster, Clerk

PASSED:
APPROVED:
PUBLISHED:

FISCAL IMPACT OF ORDINANCE 1636 – 2019

Please route in this order

Eric Rindfleisch, Administrator

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

Eric Rindfleisch
(signature)

No Fiscal Impact

Budgeted Item

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

Jarrold Holter, City Engineer

Jarrold Holter 3-21-19
(signature)

No Fiscal Impact

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

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

Troy Miller, Chief of Police

Troy Miller 3-22-19
(signature)

No Fiscal Impact

Budgeted Item

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

Fred Buehler, Financial Services Director

Fred Buehler 3-26-19
(signature)

No Fiscal Impact

Budgeted Item

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

ORDINANCE NO. 1639-19

**AN ORDINANCE TO ANNEX LAND LOCATED IN THE NORTHEAST ¼ OF THE
NORTHWEST ¼ IN SECTION 29, TOWNSHIP 17 NORTH, RANGE 7 WEST
FROM THE TOWN OF ONALASKA TO THE CITY OF ONALASKA**

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

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

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

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

SECTION III. The properties are hereby zoned Light Industrial (M-1) and all of the provisions of the Code of Ordinances of the City of Onalaska governing said zoning classification shall apply hereto.

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

Dated this _____ day of _____, 2019.

CITY OF ONALASKA

By: _____
Joe Chilsen, Mayor

By: _____
Caroline Burmaster, Clerk

PASSED:
APPROVED:
PUBLISHED:

EXHIBIT A

Parcel A- 5560 Abbey Road

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

Subject to any easements, covenants and restrictions of record.

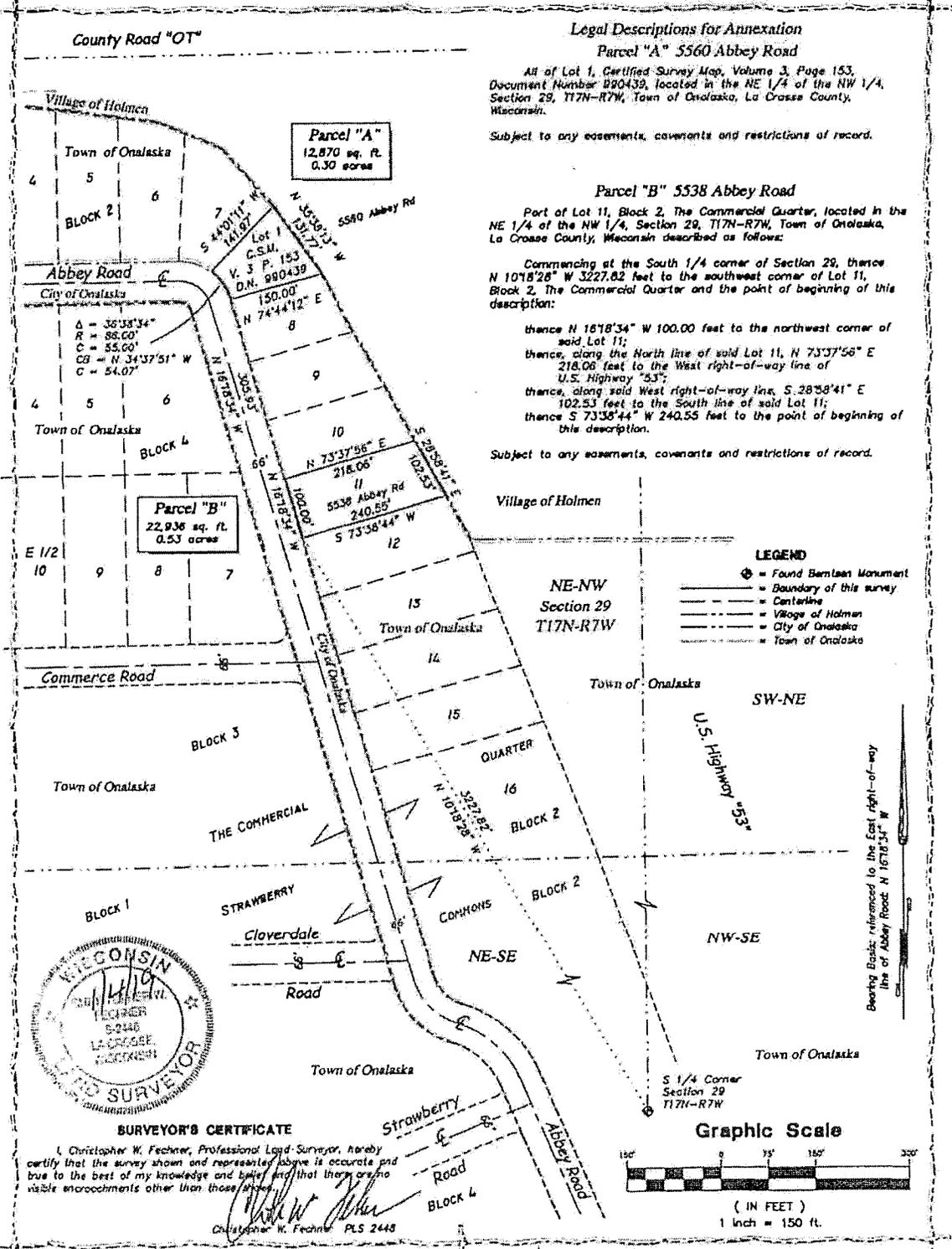
Parcel B- 5538 Abbey Road

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

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

thence N 16°18'34" W 100.00 feet to the northwest corner of
said Lot 11;
thence, along the North line of said Lot 11, N 75°37'56" E 218.06 feet
to the West right-of-way line of U.S> Highway "53":
thence, along said West right-of-way line, S 28°58'41" E 102.53 feet
to the South line of said Lot 11;
thence S 73°38'44" W 240.55 feet to the point of beginning of this description.

Subject to any easements, covenants and restrictions of record.



Legal Descriptions for Annexation

Parcel "A" 5560 Abbey Road
 All of Lot 1, Certified Survey Map, Volume 3, Page 153, Document Number 890439, located in the NE 1/4 of the NW 1/4, Section 29, T17N-R7W, Town of Onalaska, La Crosse County, Wisconsin.
 Subject to any easements, covenants and restrictions of record.

Parcel "B" 5538 Abbey Road
 Part of Lot 11, Block 2, The Commercial Quarter, located in the NE 1/4 of the NW 1/4, Section 29, T17N-R7W, Town of Onalaska, La Crosse County, Wisconsin described as follows:

Commencing at the South 1/4 corner of Section 29, thence N 10°18'28" W 3227.82 feet to the southwest corner of Lot 11, Block 2, The Commercial Quarter and the point of beginning of this description:
 thence N 16°18'34" W 100.00 feet to the northwest corner of said Lot 11;
 thence, along the North line of said Lot 11, N 73°37'56" E 218.06 feet to the West right-of-way line of U.S. Highway "35";
 thence, along said West right-of-way line, S 28°58'41" E 102.53 feet to the South line of said Lot 11;
 thence S 73°38'44" W 240.55 feet to the point of beginning of this description.

Subject to any easements, covenants and restrictions of record.

LEGEND

- ⊕ = Found Berman Monument
- = Boundary of this survey
- - - = Contouring
- ⋯ = Village of Holmen
- ⋯ = City of Onalaska
- ⋯ = Town of Onalaska

NE-NW
 Section 29
 T17N-R7W

SW-NE

U.S. Highway "35"

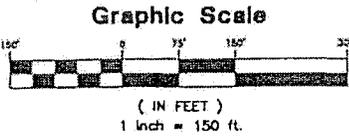
NW-SE



SURVEYOR'S CERTIFICATE

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

Christopher W. Fechner PLS 2448



SURVEY FOR
Richard Volden

All of Lot 1, C.S.M., V. 3, P. 153, D.N. 990439, also part of Lot 11, Block 2, The Commercial Quarter, Town of Onalaska, La Crosse County, WI N5538 & N5560 Abbey Road	DRAWN BY: CF TS	DATE: 1/4/2019
	REVISED BY:	DATE:
SCALE: 1" = 150'		FIELD CREW: RC
SHEET 1 OF 1	PROJECT NO.:	S-7376D

CR Coulee Region
LS Land Surveyors

917 SOUTH 4TH STREET - P.O. BOX 194
 LA CROSSE, WISCONSIN 54601
 PHONE (608) 784-1614 FAX (608) 784-1408
 www.couleeregionlandsurveyors.com

FISCAL IMPACT OF ORDINANCE 1639 – 2019

Please route in this order

Abbey Road Annexation
Eric Rindfleisch, Administrator
(let Caitlin review all annexation ordinances – check wards and districts)

[Signature]
(signature)

No Fiscal Impact

Budgeted Item

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

Jarrod Holter, City Engineer

J. Holter 3-21-19
(signature)

No Fiscal Impact

Budgeted Item

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

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

Caitlin Hagar
(signature)

Wards and Districts OK

Troy Miller, Chief of Police

[Signature] 3-22-19
(signature)

No Fiscal Impact *POTENTIAL FOR FISCAL IMPACT IN FORM OF PRICE SERVICES IF DEVELOPER.*

Budgeted Item

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

Fred Buehler, Financial Services Director

Fred Buehler 3-26-19
(signature)

No Fiscal Impact

Budgeted Item

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

ORDINANCE NO. 1640-2019

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

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

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

Sec. 10-1-60 Penalties.

(d) Forfeitures For Parking Violations.

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

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

Dated this ____ day of _____, 2019.

CITY OF ONALASKA

By: _____
Joe Chilsen, Mayor

By: _____
Caroline Burmaster, Clerk

PASSED:
APPROVED:
PUBLISHED:

Eric Rindfleisch, Administrator

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

E Rindfleisch 2/13/19
(signature)

No Fiscal Impact

Budgeted Item

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

Jarrold Holter, City Engineer

J Holter 4-2-19
(signature)

No Fiscal Impact

Budgeted Item

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

Troy Miller, Chief of Police

T Miller 4-2-19
(signature)

No Fiscal Impact

Budgeted Item

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

Fred Buehler, Financial Services Director

Fred Buehler 4-2-19
(signature)

No Fiscal Impact

Budgeted Item

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

ORDINANCE NO. 1642 -2019

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

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

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

Sec. 2-3-14 City Administrator.

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

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

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

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

Dated this ____ day of _____, 2019.

CITY OF ONALASKA

By: _____
Joe Chilsen, Mayor

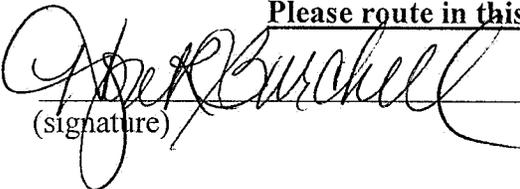
By: _____
Caroline Burmaster, Clerk

PASSED:
APPROVED:
PUBLISHED:

FISCAL IMPACT OF ORDINANCE 1642 – 2019

Please route in this order

Hope Burchell, HR Director


(signature)

No Fiscal Impact

Budgeted Item

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

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

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

ORDINANCE NO. 1645 -2019

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

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

SECTION I. Title 10, Chapter 1, Section 27, Subsection (k) of the City of Onalaska

Code of Ordinances related to parking restrictions is hereby created as follows:

(k) 6th Avenue

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

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

Dated this ____ day of _____, 2019.

CITY OF ONALASKA

By: _____
Joe Chilsen, Mayor

By: _____
Caroline Burmaster, Clerk

PASSED:
APPROVED:
PUBLISHED:

FISCAL IMPACT OF ORDINANCE 1645 – 2019

Please route in this order

No Parking 6th Ave N
Eric Rindfleisch, Administrator

Eric Rindfleisch
(signature)

No Fiscal Impact

Budgeted Item

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

Jarrod Holter, City Engineer

J. Holter 4-22-19
(signature)

No Fiscal Impact

Budgeted Item ** 100 FOR SIGNALS*

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

Troy Miller, Chief of Police

Troy Miller 4-23-19
(signature)

No Fiscal Impact

Budgeted Item

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

Fred Buehler, Financial Services Director

Fred Buehler 4-26-19
(signature)

No Fiscal Impact *listed above*

Budgeted Item

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

#6-S

ORDINANCE NO. 1646-2019

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

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

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

(zz) 13th Avenue

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

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

Dated this ____ day of _____, 2019.

CITY OF ONALASKA

By: _____
Joe Chilsen, Mayor

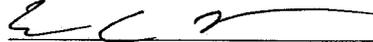
By: _____
Caroline Burmaster, Clerk

PASSED:
APPROVED:
PUBLISHED:

FISCAL IMPACT OF ORDINANCE 1646 – 2019

No Parking 13th Ave N
Eric Rindfleisch, Administrator

Please route in this order



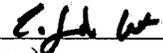
(signature)

No Fiscal Impact

Budgeted Item

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

Jarrold Holter, City Engineer

 4-22-19

(signature)

No Fiscal Impact

Budgeted Item **\$100 FOR SIGNAGE**

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

Troy Miller, Chief of Police

 4-23-19

(signature)

No Fiscal Impact

Budgeted Item

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

Fred Buehler, Financial Services Director



(signature)

No Fiscal Impact

Budgeted Item **listed above**

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

ORDINANCE NO. 1647- 2019

AN ORDINANCE TO AMEND SECTION 3 OF CHAPTER 1 OF TITLE 3
OF THE CODE OF ORDINANCES OF THE CITY OF ONALASKA RELATING TO CITY BUDGET
HEARING

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

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

Sec. 3-1-3 City Budget

(e) Hearing

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

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

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

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

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

Dated this ____ day of _____, 2019.

CITY OF ONALASKA

By: _____
Joe Chilsen, Mayor

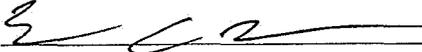
By: _____
Caroline Burmaster, Clerk

PASSED:
APPROVED:
PUBLISHED:

FISCAL IMPACT OF ORDINANCE 1647 – 2019

Please route in this order

Budget Hearing
Eric Rindfleisch, Administrator


(signature)

No Fiscal Impact

Budgeted Item

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

Fred Buehler, Financial Services Director


(signature)

No Fiscal Impact

This is consistent with State Statute

Budgeted Item

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



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

VETO

To: The City Council
From: Mayor Joe Chilsen.
Date: April 20, 2019
Re: Ending the Technology Committee

Council Members:

I am vetoing the action to end the technology committee for the following reasons:

1. We need to have an apparatus in place to act as a true informed advisor to city staff.
2. I wish to keep the Technology Committee in place, but on an Ad Hoc basis.

I am open to re-vising the Technology Committee as stated in #2 above.

Joe Chilsen, Mayor



Sec. 2-2-3 Mayor.

- (a) **Election.** The Mayor shall be elected in even-numbered years for a term of four (4) years.
- (b) **Duties.**
 - (1) The Mayor shall be the Chief Executive officer of the City. He/she shall take care that City ordinances and the State Statutes are observed and enforced.
 - (2) The Mayor shall, from time to time, provide the Council such information and recommend such measures as he/she may deem advantageous to the City. When present, he/she shall preside at the meetings of the Council.
 - (3) The Mayor shall have such other duties and responsibilities as are prescribed in the Wisconsin Statutes.
- (c) **Veto Power.** The Mayor shall have the veto power as to all acts of the Council except such as to which it is expressly or by necessary implications otherwise provided. All such acts shall be submitted to him/her by the City Clerk, and shall be enforced upon his/her approval, evidenced by his/her signature, or upon his/her failing to approve and disapprove within five (5) days, which fact shall be certified thereon by the City Clerk. If the Mayor disapproves, he/she shall file his/her objection with the City Clerk, who shall present it to the Council at its next regular meeting. A two-thirds (2/3) vote of all the members of the Council shall be necessary to make the act effective, notwithstanding the objection of the Mayor.

State Law Reference: Sec. 62.09(8), Wis. Stats.

RESOLUTION 26-2019

**RESOLUTION TO DISSOLVE THE
ONALASKA TECHNOLOGY COMMITTEE**

WHEREAS, the City of Onalaska Technology Committee was formed by motion and then ratified under Resolution 34-2007; and

WHEREAS, the purpose of the Technology Committee is to make recommendations regarding purchases of equipment or services and regarding the hiring of any information technology staff; and

WHEREAS, the Technology Committee meets on a minimal and irregular basis and the functions of the Technology Committee can primarily be handled by the City of Onalaska Technology Department, Finance and Personnel Committee, Board of Public Works and Common Council.

THEREFORE, BE IT RESOLVED, by the Common Council of the City of Onalaska that the Technology Committee is hereby dissolved.

BE IT FURTHER RESOLVED, The City of Onalaska hereby cancels and revokes Resolution 34-2007 and replaces it with this Resolution.

This 16th day of April, 2019.

CITY OF ONALASKA

By: _____
Joe Chilsen, Mayor

By: _____
Caroline Burmaster, Clerk

PASSED: 4/16/19
APPROVED: 4/16/19
PUBLISHED:
VETOED BY MAYOR: 4/20/19

May 14, 2019

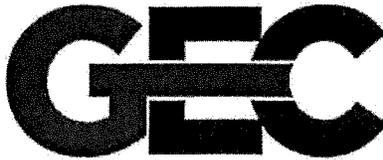
To: Finance and Personnel Committee
FROM: Finance Department
SUBJ: Payables and Approval

The following is a list of monies expended since the last Common Council meeting dated April 09, 2019

The total is:	<u>\$9,195,483.69</u>
4/12/2019 AP Packet 1025 -City Payroll 04/12/19	\$154,280.24
AP Packet 1021 - Fire Payroll 04/12/19	\$3,456.48
AP Packet 1025 - City Payroll drafts	\$95,253.96
AP Packet 1021 - Fire Payroll drafts	\$684.47
AP Packet 2512 - Deferred Payables	\$12,028.28
4/10/2019 AP Packet 2505 -April 2019	\$31,590.46
4/11/2019 AP Drafts - April 2019	\$2,076,990.14
4/15/2019 AP Packet 2518 - April 2019	\$1,385.21
AP Packet 2517 - April 2019	\$79.50
4/17/2019 AP Packet 2521 - April 2019	\$220,229.00
4/19/2019 AP Packet 2522 - April 2019	\$369.46
4/23/2019 AP Packet 2525 - April 2019	\$232,030.96
4/26/2019 AP Packet 1027 -City Payroll 04/26/19	\$158,744.53
AP Packet 1027 - City Payroll drafts	\$96,709.95
AP Packet 2527 - Deferred Payables	\$47,295.10
4/29/2019 AP Packet 2529 - April 2019	\$11,186.99
AP Packet 2530 - April 2019	\$1,109.35
5/2/2019 AP Packet - VOID	-\$5,000.00
AP Packet 2532 - Reissue Check	\$5,000.00
5/2/2019 AP Drafts - May 2019	\$380,033.88
5/6/2019 AP Packet 2534 - May 2019	\$492.00
UB Packet 2039 - May 2019	\$65.58
AP Packet 2537 - May 2019	\$4,219.00
5/13/2019 AP Drafts - May 2019	\$4,201,979.71
5/10/2019 AP Packet 1030 - City Payroll 05/10/19	\$153,498.18
AP Packet 1029 - Fire Payroll 05/10/19	\$3,394.75
AP Packet 1030 - City bank drafts	\$94,651.24
AP Packet 1029 - Fire Payroll drafts	\$694.88
AP Packet 2540 - Deferred payables	\$12,130.28
5/14/2019 AP Packet 2544 - May 2019	\$24,061.36
AP Packet 2541 - May 2019	\$14,208.17
5/15/2019 AP Packet -May 2019 (including ACH)	\$1,162,630.58
Total	<u><u>\$9,195,483.69</u></u>

Finance Committee Signatures

General Engineering Company
P.O. Box 340
916 Silver Lake Drive
Portage, WI 53901



Engineers • Consultants • Inspectors

#9-B

608-742-2169 (Office)
608-742-2592 (Fax)
gec@generalengineering.net
www.generalengineering.net

AGREEMENT FOR MUNICIPAL INSPECTION SERVICES

This Agreement for Municipal Inspection Services ("**Agreement**") is made as of _____, by and between the Municipality and the Inspector.

ARTICLE 1 – FUNDAMENTAL TERMS

- 1.1 "**Municipality**" shall mean City of Onalaska, La Crosse County, Wisconsin and its agents, employees, and authorized representatives.
- 1.2 "**Inspector**" shall mean General Engineering Company and its agents, employees, and authorized representatives.
- 1.3 "**Work**" shall mean, collectively, the following services to be performed by the Inspector with respect to building projects within the Municipality's jurisdictional boundaries: (i) process all (CHECK ONE: residential building permits residential and commercial building permits) and make required inspections relative thereto; (ii) coordinate and complete required inspections for permitted building construction; (iii) (CHECK ONE: bill the municipality bill, collect, and remit to the municipality collect and retain) the proper fees from permit applicants.
- 1.4 **Scope.** The Inspector shall perform the Work for the Municipality pursuant to and in accordance with the terms and conditions of this Agreement.
- 1.5 **Compensation.** The Municipality shall compensate the Inspector for the Work at a rate of \$85.00 per hour plus the current mileage fee of \$0.65 per mile. The Inspector shall invoice the Municipality monthly for the Work (or other services) performed. The Municipality shall pay the Inspector within 30 days of the receipt of each invoice from the Inspector.

This Agreement is subject to the terms and conditions as shown on pages 2 and 3 hereof. The Municipality and the Inspector have signed this Agreement as of the date first written above.

City of Onalaska

By: _____

Print Name: _____

Date: _____

General Engineering Company

By: Mark Jankowski

Print Name: Mark Jankowski

Date: 5/1/19

Portage • Black River Falls • La Crosse



Consulting Engineering • Structural Engineering • Building Design • Environmental Services • Building Inspection • GIS Services
Grants & Funding Services • Land Surveying • Zoning Administration • Mechanical, Electrical, & Plumbing Services



ARTICLE 2 – PERFORMANCE STANDARDS

The Inspector shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services with respect to the category of services being performed. The Municipality acknowledges and agrees that inspections to be provided as part of the Work: (i) shall be based only upon visible, observable, and accessible conditions as they exist at the time of inspection; (ii) are not designed or intended to predict future conditions; and (iii) do not cover any latent defects, concealed defects, or defects not reasonably observable in the course of or at the time of inspection,

ARTICLE 3 – TERM AND TERMINATION

3.1 Initial Term and Renewal. This Agreement shall become effective on _____ (the "Effective Date") and shall, unless earlier terminated pursuant to Section 3.2, remain in full force and effect until December 31, 2019 (the "Initial Term"). The Inspector shall begin performing the Work pursuant to this Agreement upon the Effective Date. Unless earlier terminated pursuant to Section 3.2, this Agreement shall automatically renew for successive twelve (12) month periods (each a "Renewal Term") unless either party gives written notice of nonrenewal at least ninety (90) days prior to the end of the then-current term, in which case the Agreement shall terminate at the end of the then-current term.

3.2 Termination. Either party may terminate this Agreement for any reason or no reason upon 60 days advance written notice to the other party (a "Termination Notice"), which notice shall set forth the date of termination of this Agreement. The Municipality shall remain liable to the Inspector for compensation for all Work (or other services) performed by the Inspector prior to the date set forth in the Termination Notice for the termination of this Agreement. The Inspector may terminate this Agreement immediately and without notice if the Municipality fails to make payment of an invoice from the Inspector within 30 days of the date of such invoice.

ARTICLE 4 – ADDITIONAL SERVICES

Notwithstanding anything in Section 1.3 to the contrary, the Work shall be limited to inspections necessary to administer and enforce chs. SPS 320 to 325, Uniform Dwelling Code, and chs. SPS 361 to 366, Commercial Building Code and shall not include any ancillary or related services, including, but not limited to, zoning, planning, floodplain zoning, or shoreland zoning administration. In the event the Inspector provides services beyond those set forth in Section 1.3 at the direction of the Municipality, then the Municipality shall pay the Inspector for all such services based on the Inspector's then current hourly rates as set forth in the Inspector's rate schedule, which present rate schedule is shown below in Article 11, plus expenses.

ARTICLE 5 – INSURANCE

The Inspector shall maintain: (i) commercial general liability insurance in the minimum amount of \$1,000,000.00; (ii) a professional liability policy of \$2,000,000.00; and (iii) workers' compensation insurance covering all employees or agents of the Inspector assisting or participating in any way in the rendering of Work under this Agreement and in an amount not less than that required under Wisconsin law.

ARTICLE 6 – RELATIONSHIP OF THE PARTIES

6.1 General. It is understood, agreed, and is the intent of the parties that the Inspector is at all times acting and performing as an independent contractor, not as a servant or employee of the Municipality, and the Inspector shall not hold itself out as such. The Inspector is solely responsible for the Inspector's employee benefit, tax withholding, employment taxes and workers' compensation insurance, and for complying with all other applicable laws, rules and regulations with regard to the Inspector's performance of the Work. The Inspector shall be solely liable for all Federal and State tax liability associated with any payments received from the Municipality under the terms of this Agreement. Each party shall furnish all legal, insurance and accounting services as may be reasonably necessary at any time for the services and to meet each party's needs and interests. Nothing in this Agreement shall be deemed to create an employment, partnership, or joint venture relationship between the Municipality and the Inspector or any of the Inspector's employees. Neither party shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party. Both the Municipality and the Inspector expressly acknowledge that the Municipality is not liable for unemployment compensation with regard to any services provided by the Inspector in accordance with the Agreement. The Inspector shall not receive from the Municipality any retirement or savings benefits, health insurance, or any other benefit offered to the Municipality's employees. Notwithstanding the foregoing or any other provision of this Article 6, the Inspector shall be the Municipality's "agent" as that term is specifically utilized and defined by the court in *Estate of Lyons v. CNA Ins.*, 207 Wis. 2d 446, 558 N.W.2d 658 (Ct. App. 1996) and as further explained in *Melchert et al. v. Pro Electric Contractors et al.*, 2017 WI 30, for purposes of governmental contractor immunity.

6.2 Licensing. The Inspector is responsible for, and shall keep in full force and effect, any necessary federal and/or state licensing and bonding, and shall comply with all federal and state law regarding any services to be provided pursuant to this Agreement.

6.3 Facilities and Equipment. The Inspector shall maintain a separate business from the Municipality with its own office, equipment, materials, and other such facilities. The Inspector shall be responsible for providing all code books, technical manuals and inspection equipment, incurring the cost of all necessary professional organization dues and costs of on-going training and re-certification, and a properly registered and insured vehicle for use while performing services, including the costs of maintenance and fuel.

6.4 Means of Performing Work. The Inspector shall control the means of providing services under this Agreement, and the Municipality will not control the details of the Work. The Municipality shall have no control or supervision over the Inspector, other than accepting or rejecting the Work. Inspector is not required to work any set number of hours per week, any schedule or any routine. The Municipality has

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Grants & Funding Services • Land Surveying • Zoning Administration • Mechanical, Electrical, & Plumbing Services



no right to compel the Inspector to work at a certain time, to travel to any particular location, to canvass a certain territory, or to work at specific places or at specific times.

- 6.5 **Municipality's Property.** The Inspector has no right to, and shall not, use the Municipality's name, symbol, or logo in the promotion of the Inspector's business or other activities, unless preapproved in writing by Municipality.

ARTICLE 7 – DOCUMENTS AND RECORDS

- 7.1 **Municipality's Obligations.** The Municipality shall timely provide all data, information, plans, specifications, records and other documentation required by Inspector to perform Services. Notwithstanding anything to the contrary in this Agreement, the Municipality acknowledges and agrees that the Inspector shall be entitled to rely upon the adequacy, accuracy and completeness of any and all data, information, plans, specifications, records and other documentation that the Municipality provides to the Inspector relative to the Work.
- 7.2 **Inspector's Obligations.** The Inspector shall maintain copies of all data, information, plans, specifications, records and other documentation utilized or created on behalf of the Municipality in the performance of the Work; these records shall only be retained by the Inspector for the time limit stated in Wisconsin State Code SPS 320.10(6). The Inspector shall assist the Municipality in answering or responding to requests for open records but shall not be considered the records custodian for purposes of determining whether or not records should be provided in response to a request.

ARTICLE 8 – THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of the parties hereto and no third party rights are intended or implied except with respect to permit applicants and, if a permit applicant is not the owner(s) of the real property to be improved pursuant to the applied for permit, the owner of the real property to be improved pursuant to the applied for permit (collectively, the "Third Parties"). The parties acknowledge and agree that: (i) the issuance of a building permit creates no legal liability, express or implied, on the Municipality or Inspector; (ii) the Third Parties are responsible for complying with all applicable codes, statutes, ordinances relative to the permitted improvements and the conditions of the building permit; (iii) no examination or inspection made by Inspector at any time relieves the Third Parties of responsibility for complying with all applicable codes, statutes, ordinances relative to the permitted improvements or the conditions of the building permit; and (iv) Inspector is released and discharged from any and all liability, claims, demands or causes of action that the Third Parties may hereafter have for injury, death or other damages arising out of or related to the permitted improvements, including, but not limited to, negligence claims, warranty claims and/or breach of contract claims.

ARTICLE 9 – NOTICES

All notices, demands, and communications provided for under this Agreement shall be delivered or mailed first class with postage prepaid, addressed in each case as follows, until some other address shall have been designated in a written notice given in like manner, and shall be deemed to have been given or made when so delivered or mailed: (i) if to the Inspector, General Engineering Company, c/o Mark Jankowski, PO Box 340, 916 Silver Lake Drive, Portage, WI 53901; and (ii) if to the Municipality, City of Onalaska, c/o Eric Rindfleisch, 415 Main Street, Onalaska, WI 54650.

ARTICLE 10 – MISCELLANEOUS

- 10.1 **Amendment of Agreement.** This Agreement may be amended, modified, or superseded only by a written instrument executed by all of the parties to this Agreement.
- 10.2 **Waiver.** The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right at a later time to enforce that provision. No waiver by any party of any breach of any term contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach or a waiver of any other term contained in this Agreement.
- 10.3 **Severability.** If any covenant, term or provision of this Agreement is held to be invalid or unenforceable for any reason, it is agreed that such invalidity or unenforceability shall not affect any other covenant, term or provision of this Agreement, and that the remaining covenants, terms, and provisions, or portions thereof, shall remain in full force and effect.
- 10.4 **Counterparts and Copies.** This Agreement may be fully executed in separate counterparts by each of the parties hereto, such counterparts when combined constituting but one and the same instrument. Such counterparts may be exchanged electronically via e-mail or facsimile transmission, which shall be deemed an original. A copy of this Agreement shall have the same full force and effect as the original.
- 10.5 **Successors and Assigns.** Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors and allowed assigns.
- 10.6 **Jurisdiction and Governing Law.** All actions or proceedings in any manner relating to or arising out of this Agreement may be brought only in courts of the State of Wisconsin located in Columbia County, and the Municipality hereby consents to the jurisdiction of such court. The Municipality hereby waives any objection to the venue of such court. This Agreement shall be governed by the laws (excluding conflicts of laws rules) of the State of Wisconsin. To the extent of any conflict between the terms of this Agreement and the Municipality's codes or ordinances, this Agreement shall control.

10.7 Integration. This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof and supersedes all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matters hereof.

ARTICLE 7 – CURRENT HOURLY RATES

Hourly rates for Additional Services are as follows:

Expert Witness	\$300/hr	Registered Land Surveyor	\$100/hr
Principal	\$130/hr - \$155/hr	Field Crew Chief (1 person Total Station)	\$72.50/hr
Project Engineer or Project Manager	\$90/hr - \$115/hr	Field Crew Chief (1 person GPS)	\$145/hr
Staff Engineer	\$85 - \$105/hr	Land Survey Crew	\$145/hr
Technician	\$60 - \$90/hr	Grant & Funding Staff	\$55 - \$75/hr
GIS Staff	\$60 - \$90/hr	Administration and Support Staff	\$45/hr

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Grants & Funding Services • Land Surveying • Zoning Administration • Mechanical, Electrical, & Plumbing Services



ORDINANCE NO. 1643 -2019

AN ORDINANCE TO AMEND CHAPTER 3 OF TITLE 9, SECTION 3 OF THE CODE OF ORDINANCES OF THE CITY OF ONALASKA RELATING TO NORTH ABBEY ROAD ZONE CHARGES

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

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

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

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

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

Dated this ____ day of _____, 2019.

CITY OF ONALASKA

By: _____
Joe Chilsen, Mayor

By: _____
Caroline Burmaster, Clerk

PASSED:
APPROVED:
PUBLISHED:

FISCAL IMPACT OF ORDINANCE 1643 – 2019

North Abbey Road
Eric Rindfleisch, Administrator

Please route in this order

Eric Rindfleisch
(signature)

No Fiscal Impact

Budgeted Item

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

Jarrold Holter, City Engineer

Jarrold Holter 4-8-19
(signature)

No Fiscal Impact

Budgeted Item

* REVENUE TO COVER COSTS OF INFRASTRUCTURE

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

Troy Miller, Chief of Police

Troy Miller 4-9-19
(signature)

No Fiscal Impact

Budgeted Item

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

Fred Buehler, Financial Services Director

Fred Buehler 4-11-19
(signature)

No Fiscal Impact

Budgeted Item *Ord.*

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

ORDINANCE NO. 1644 -2019

**AN ORDINANCE TO AMEND CHAPTER 3 OF TITLE 9,
SECTION 4 OF THE CODE OF ORDINANCES OF THE CITY OF ONALASKA
RELATING TO CRESTWOOD LANE ZONE CHARGES**

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

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

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

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

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

Dated this ____ day of _____, 2019.

CITY OF ONALASKA

By: _____
Joe Chilsen, Mayor

By: _____
Caroline Burmaster, Clerk

PASSED:
APPROVED:
PUBLISHED:

FISCAL IMPACT OF ORDINANCE 1644 – 2019

Please route in this order

Crestwood Lane
Eric Rindfleisch, Administrator

Eric Rindfleisch
(signature)

No Fiscal Impact

Budgeted Item

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

Jarrold Holter, City Engineer

J. Holter 4-8-19
(signature)

No Fiscal Impact

Budgeted Item * REVENUE TO COVER COSTS OF INFRASTRUCTURE

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

Troy Miller, Chief of Police

Troy Miller 4-9-19
(signature)

No Fiscal Impact

Budgeted Item

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

Fred Buehler, Financial Services Director

Fred Buehler 4-11-19
(signature)

No Fiscal Impact

Budgeted Item Ord.

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

RESOLUTION 29 - 2019

FINAL RESOLUTION REGARDING ASSESSMENTS FOR
ALLEY PAVING
2nd AVENUE NORTH AND
3RD AVENUE NORTH FROM
MAIN STREET TO KING STREET
IN THE CITY OF ONALASKA

WHEREAS, the Board of Public Works of the City of Onalaska, Wisconsin held a Public hearing at City Hall in the City of Onalaska at 6:30 PM on the 7TH day of May, 2019 for the purpose of hearing all interested persons concerning the Preliminary Resolution and Report of the City Engineer on the proposed improvement listed below and preliminary assessments against benefitted properties and heard all persons who desired to speak at the hearing with respect to the following improvements (collectively, the "Public improvements"):

BITUMINOUS ALLEY PAVING

- Between 2nd Avenue North and 3rd Avenue North from Main Street to King Street

AND WHEREAS, the Board of Public Works has heard all persons desiring audience at such hearing.

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Onalaska as follows:

- 1) That the Report of the City Engineer and the Board of Public Works pertaining to the construction of the Public Improvements (the "Project"), including plans, specifications and proposed assessments set forth therein, as modified, is hereby adopted and approved.
- 2) That the Board of Public Works is directed to advertise for bids and to supervise the construction of the Public Improvement in accordance with the report hereby adopted.
- 3) That payment for Public Improvements be made by assessing 2/3 of the cost of the Project to the property benefitted as indicated in said report pursuant to the following formula:

$$\frac{(.66) \times \text{Total Project Costs} + 7.5\% \text{ Administrative Fee}}{\text{Total Frontage}} = \$ \text{ Assessment/Foot}$$

- 4) That benefits and damages shown on the Report as modified represent an exercise of the police power, are true and correct, and have been determined on a reasonable basis and are hereby confirmed.
- 5) That the assessments for all projects included in said Report are hereby combined as a single assessment, but any interested property owner shall be entitled to object to each assessment separately or all assessments jointly for any purpose.

6) Assessments shall be due within 45 days of billing date. Assessments may be paid in cash or in equal installments, equivalent to the length of time of any bond issue that is issued for this Project, together with interest at the rate determined by the Common Council, uniform with other City special assessments, normally one percent (1%) over what the City borrows the money for.

7) The City Clerk is directed to publish this Final Resolution as a Class 1 Notice under Chapter 985, in the Onalaska Courier-Life and to mail a copy of this Resolution and a statement of the final assessment against each benefitted property owner; together with a notice of the installment payment privilege, to every property owner whose name appears on the assessment roll, whose post office address is known or can be ascertained with reasonable diligence.

Dated this day of ,

CITY OF ONALASKA

By: _____
Name: Joe Chilsen
Title: Mayor

By: _____
Name: Caroline Burmaster
Title: City Clerk

PASSED:
APPROVED:
PUBLISHED:

RESOLUTION NO. 30-2019

A PRELIMINARY RESOLUTION TO VACATE AND DISCONTINUE
A PORTION OF CRESTWOOD LANE,
CITY OF ONALASKA, LA CROSSE COUNTY, WISCONSIN

To: Honorable Mayor and Common Council, Onalaska, Wisconsin

WHEREAS, the City of Onalaska requests vacation and discontinuance of a portion of Crestwood Lane, particularly described in Exhibit A & Exhibit B, as attached;

AND, WHEREAS, the vacation of a portion of Crestwood Lane is in the public interest as it will assist in facilitating the construction of a booster station that will allow for future private development opportunities;

NOW, THEREFORE, BE IT RESOLVED, that the City of Onalaska will hold a public hearing on July 9, 2019 at 7:00 p.m. in City Hall, 415 Main Street, Onalaska, Wisconsin, which is not less than forty (40) days after the introduction of this resolution, with notice of the hearing and service to be provided to all interested landowners at least thirty (30) days prior to the hearing.

BE IT FURTHER RESOLVED, that the City of Onalaska may act on a resolution to discontinue and vacate a portion of Crestwood Lane on the 9th day of July at 7:00 p.m.;

BE IT FURTHER RESOLVED, that a lis pendens will be filed with the Register of Deeds, La Crosse County in the matter under Wis. Stat. §840.11;

BE IT FURTHER RESOLVED, that in the public interest, the above noted right-of-way has been requested to be vacated by the City of Onalaska and to that end the above noted notice and hearing procedure shall be followed to ensure compliance with Wisconsin Statutes and City of Onalaska Code of Ordinances.

Dated this 14th day of May, 2019.

CITY OF ONALASKA

BY: _____
Joe Chilsen, Mayor

Caroline Burmaster, City Clerk

Passed:
Approved:
Published:

CRESTWOOD LANE ROW VACATION TO CITY OF ONALASKA

EXHIBIT A

Existing Crestwood Lane right-of-way located in part of the Southeast Quarter of the Southwest Quarter of Section 1, Township 16 North, Range 7 West, City of Onalaska, La Crosse County, Wisconsin, more particularly described as follows:

Commencing at the North 1/4 corner of said Section 1;
thence S 14° 13' 12" W 3969.65 feet to the Easterly right-of-way of Crestwood Lane and the Point of Beginning of this description;

thence Southerly along new easterly right-of-way of Crestwood Lane on the arc of a 217.00 foot radius curve, concave to the West, the chord of which bears S 20° 10' 19" E and measures 91.98 feet;

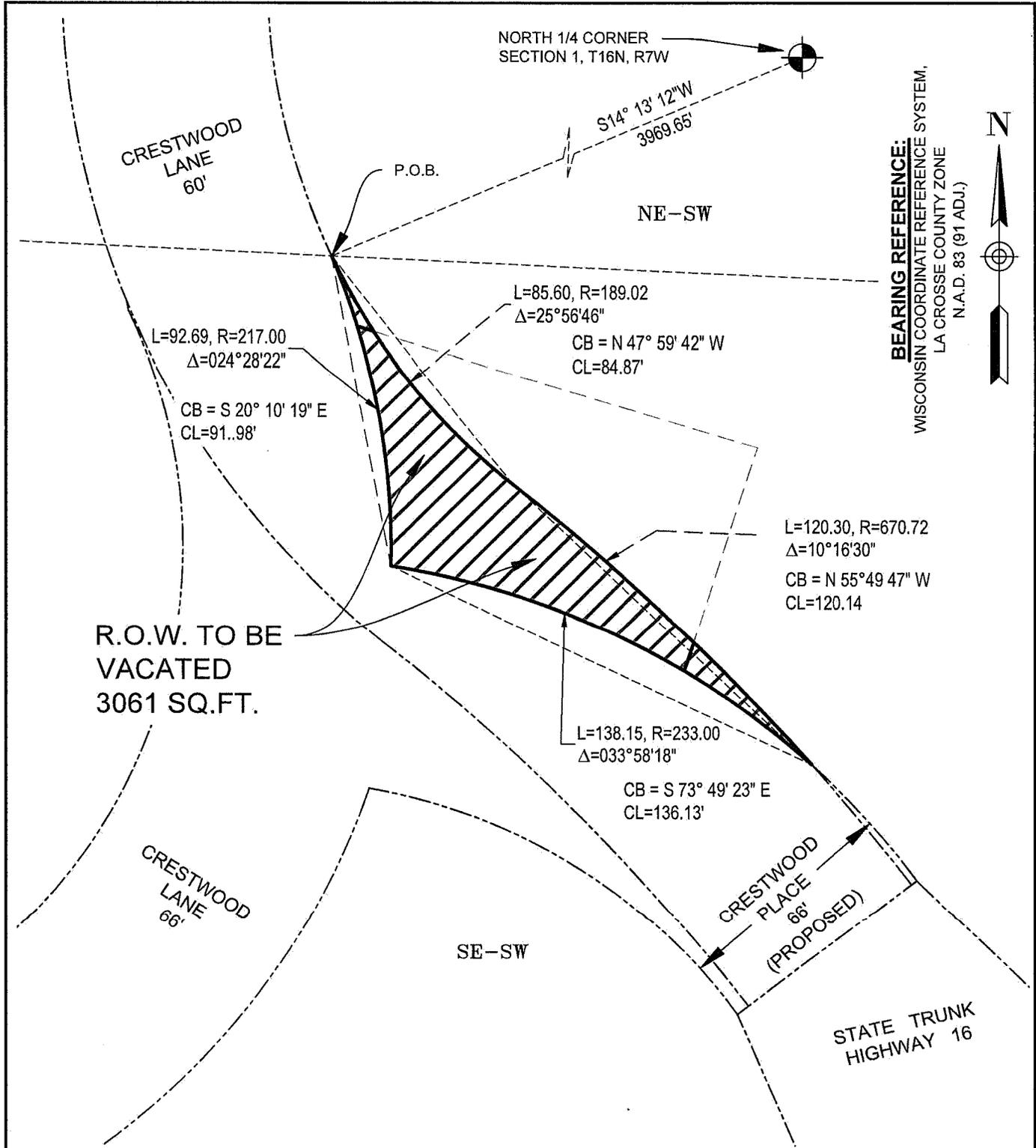
thence Southeasterly along new northerly right-of-way of Crestwood Place on the arc of a 233.00 foot radius curve, concave to the Southwest, the chord of which bears S 73° 49' 23" E and measures 136.13 feet;

thence Northwesterly along current right-of-way of Crestwood Lane on the arc of a 670.72 foot radius curve, concave to the Southwest, the chord of which bears N 55° 49' 47" W and measures 120.14 feet;

thence Northwesterly along current right-of-way of Crestwood Lane on the arc of a 189.02 foot radius curve, concave to the Northeast, the chord of which bears N 47° 59' 42" W and measures 84.87 feet to the Point of Beginning.

Parcel contains approximately 3,061 square feet or 0.07 acres more or less.

Subject to any easements, covenants and restrictions of record.



RIGHT-OF-WAY TO BE VACATED
CRESTWOOD BOOSTER STATION
ONALASKA, WI



DAVY ENGINEERING CO.
LA CROSSE, WISCONSIN

DATE 4/30/2019	NOTEBOOK NO.	PROJECT NUMBER 001398-109.100	SHEET 1 OF 1
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CITY OF ONALASKA

415 MAIN STREET
ONALASKA, WISCONSIN 54650-2953
FAX (608) 781-9506

PLANNING/ZONING
(608) 781-9590

May 9, 2019

To: City of Onalaska Common Council

RE: Crestwood Lane Street Vacation Discontinuance Request

The City of Onalaska intends to install a Booster Station Facility along Crestwood Lane to facilitate future private development in nearby areas. The purpose of the vacation/discontinuance request is to ensure that the new facility will be located entirely on City-owned land, outside of the Crestwood Lane right-of-way.

If you have any questions regarding this request, please do not hesitate to contact myself or Jarrod Holter, Public Works Director / City Engineer for further details.

Thank you,

Katie Aspenson, AICP
Planning Manager

**NOTICE OF PUBLIC HEARING AND CONSIDERATION OF RESOLUTION TO
VACATE AND DISCONTINUE A PORTION OF
CRESTWOOD LANE IN ONALASKA, WI 54650**

Please take notice that the Common Council of the City of Onalaska will hold a public hearing and consider adoption of a resolution to vacate and discontinue a portion of Crestwood Lane located in Section 01, Township 16, Range 7 West, City of Onalaska, La Crosse County, Wisconsin: **Tuesday, July 9, 2019 at approximately 7:00 P.M. (or immediately following public input)** at City Hall, 415 Main Street, Onalaska, WI 54650.

YOU ARE FURTHER NOTIFIED, that a map and precise legal description of the portion to be vacated, as well as the proposed resolution, may be reviewed at City Hall during normal office hours.

Dated this 7th day of June, 2019.

Caroline Burmaster
City Clerk



CITY OF ONALASKA

PLANNING/ZONING DEPARTMENT

PH: (608) 781-9590
FAX (608) 781-9506

415 MAIN STREET
ONALASKA, WI 54650-2953
<http://www.cityofonalaska.com>

Vacation Timeline

Date: 05/08/2019

Re: Vacation a of Portion Crestwood Lane – City of Onalaska Request

Timeline:

- Provide the following documentation to the City of Onalaska: by **05/07/2019**
 - Written letter stating a request to discontinue/vacate a portion for Crestwood Lane.
 - Provide map & legal description of areas to be vacated.
- Initial Resolution by Common Council considered on **05/14/2019**
 - A minimum of 40 days between initial resolution and final resolution.
- Send out Public Hearing Notification & map/exhibit to Newspaper on **05/29/2019**
 - (printed in Newspaper on 06/07, 06/14, and 06/21)
- Send Direct Notification (letters) of public hearing to abutting property owner(s) at least 30 days prior to public hearing on **05/29/2019**
- City of Onalaska drafts lis pendes **05/29/2019**
- Plan Sub-Committee Review on **06/11/2019**
- City of Onalaska records lis pendes with the Register of Deeds, La Crosse County on **06/12/2019**
- Plan Commission Review on **06/25/2019**
- Final Resolution Consideration & Public Hearing by Common Council on **07/9/2019**
- City records a certified copy of the Final Resolution (approved by the Common Council) **after 07/9/2019**

DEVELOPMENT AGREEMENT

By and Among

the CITY OF ONALASKA, Wisconsin,

the CITY OF ONALASKA COMMUNITY DEVELOPMENT AUTHORITY,

and

GRR ONALASKA, LLC

Dated as of May __, 2019

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into as of the ____ day of May, 2019, by and among the City of Onalaska, Wisconsin, a Wisconsin municipal corporation and political subdivision (the "City"), the City of Onalaska Community Development Authority (the "CDA") and GRR Onalaska, LLC, a Wisconsin limited liability company organized and existing under the laws of the State of Wisconsin (the "Developer").

WITNESSETH:

WHEREAS, the Common Council of the City has adopted a resolution designating and finding certain properties owned by the City and described on Exhibit A hereto (the "Redevelopment Properties") to be blighted and in need of redevelopment and have approved the sale of the Redevelopment Properties; and

WHEREAS, the CDA owns the Redevelopment Properties; and

WHEREAS, Developer proposes to construct or cause to be constructed on the Redevelopment Properties a development consisting of (1) a 2,000 square foot retail space with 3 studios above; (2) 12-unit building with two 1-bedrooms, six 2-bedrooms and four 3-bedrooms; (3) 21-unit building with five 1-bedrooms, twelve 2-bedrooms and four 3-bedrooms; (4) 60-unit building with fourteen studios, thirty-two 1-bedrooms and twenty 2-bedrooms, as more particularly described in the Site Plan attached as Exhibit B hereto (collectively referred to herein as the "Development"); and

WHEREAS, the City desires to promote community development, eliminate blight, encourage economic development, expand the City's tax base and create new jobs within the City and the Redevelopment Properties; and

WHEREAS, as an inducement to Developer to undertake the Development on the Redevelopment Properties and in order to achieve the above-enumerated objectives, the City intends to use tax incremental financing to provide financial incentive to owners and to sell the Redevelopment Properties to Developer for improvement of such land by the construction of the Development; and

WHEREAS, the Common Council of the City on December 11, 2018 authorized the City to proceed with establishing a tax incremental financial district around and including the Redevelopment Properties; and

WHEREAS, the CDA desires to assist the Development by selling the Redevelopment Properties to Developer in a commercially advantageous manner; and

WHEREAS, the City finds that the Development of the Redevelopment Properties and the fulfillment generally of the terms and conditions of this Development Agreement are necessary and in the best interest of the City and its residents, serving a public purpose in accordance with state and local law.

NOW THEREFORE IN CONSIDERATION of the promises and mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Section 1.01 Purpose of Agreement. In order to eliminate the blighted conditions on the Redevelopment Properties, the parties have agreed upon a plan whereby the Developer shall undertake the Development on the Redevelopment Properties. In order to cause the Development to occur and to induce Developer to undertake the Development, to promote community development and job creation and to expand the tax base within the City, the City intends to undertake certain project costs, sell the Redevelopment Properties to Developer and improvements necessary for the Development to serve the general public all as set forth in this Development Agreement and accompanying Exhibits and documents. The City intends to recover their costs through increased tax revenues generated by the Development. The parties intend to enter into this Development Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Development may proceed.

ARTICLE II

DEFINITIONS; APPENDICES

Section 2.01 Certain Definitions. As used in this Agreement, the following terms shall have the meanings indicated:

"Agreement" means this Development Agreement by and among the City and Developer, as amended and supplemented from time to time.

"Closing" means the closing of the transactions contemplated in Article VI of this Agreement.

"Developer" means GRR Onalaska, LLC or its assignee.

"Development" means the proposed construction on the Redevelopment Properties of (1) a 2,000 square foot retail space with 3 studios above; (2) 12-unit building with two 1-bedrooms, six 2-bedrooms and four 3-bedrooms; (3) 21-unit building with five 1-bedrooms, twelve 2-bedrooms and four 3-bedrooms; (4) 66-unit building with fourteen studios, thirty-two 1-bedrooms and twenty 2-bedrooms.

"Equipment" means equipment described in Section 4.05(b) of this Agreement.

"Occupancy Date" for each building in the Development means the later to occur of (a) December 31, 2020 and (b) the date any Certificate of Occupancy is issued for the Redevelopment Properties.

"Plan" means the Site Plan attached hereto as part of Exhibit B.

"Plans and Specifications" means the construction plans and specifications for the Development, as prepared by the architect and approved by the City in connection with this Development Agreement and the issuance of building permits for the Development.

"Redevelopment Properties" means the properties described on Exhibit A hereto.

"TID" means that certain Tax Incremental District No. 5.

Section 2.02 Exhibits.

The following exhibits are hereby attached to and incorporated into this Agreement:

- A. Description of Redevelopment Properties
- B. Description of Development and Development Costs
 - 1. Site Plan
 - 2. Development Budget
- C. Minimum Annual Increment
- D. Fee Schedule
- E. Form 8825

ARTICLE III

OBLIGATIONS OF THE CITY AND THE CDA

Section 3.01 The City shall take the following actions regarding street right of ways:

- A. Abandon Green Street and Hickory Street west of Court Street.
- B. Mark western section of parking lot at Second Avenue/Irvin Street as a fire lane.
- C. Discontinue use of South Court Street from the southern edge of coffee shop access south to the access point immediately west of the Timbers building ("Court Street").
- D. Make Court Street one way to the south access point of the project.

Section 3.02 The CDA shall Deed the Redevelopment Properties to Developer. The CDA shall be responsible for title work (including GAP endorsement), transfer tax, if any and recording fees.

Section 3.03 The City has established the TID as pay as you go TIF for an area including the Redevelopment Properties. As an incentive to the Developer for the purposes set forth in Section 1.01, the City shall allow 85% of each property tax payment due for the

Redevelopment Properties to be used by Developer with the remainder going to the TID until the on aggregate of \$1,650,000.00 with an annual interest rate of 7 % (the "TIF Grant") has been used by Developer. Thereafter the full tax payment shall be paid to the TID.

Section 3.04 The City shall take reasonable steps to create a quiet zone at Irvin Street railroad crossing.

Section 3.05 The City shall build a lift station with the capacity to service the entire Development prior to the first Occupancy Date (the "Lift Station").

ARTICLE IV

OBLIGATIONS OF THE DEVELOPER

Section 4.01 Developer shall enter into a 99-year Lease with the City for Court Street with the rent established as the assumption of the duty to maintain maintenance, repair and address all snow removal on Court Street during the Lease term. The Leases shall allow Court Street to be utilized as a public pedestrian mall from the northern boundary of Hickory Street to the southern boundary of the coffee shop access provided that the walking mall allows emergency vehicle access.

Section 4.02 At the Closing, the Developer shall pay the City \$157,000 as a contribution to the construction of the Lift Station and \$250,000 to the City for the purchase of the Redevelopment Properties.

Section 4.03 Developer shall generate minimum annual increment rate as set forth on Exhibit C attached hereto.

Section 4.04 Developer shall relocate the powerlines designated on the Site Plan.

Section 4.05 Developer shall accept the Redevelopment Properties and complete any remediation in compliance with Wisconsin Department of Natural Resources regulations and direction.

Section 4.06 Developer shall pay the City the Fees set forth on the Fee Schedule set forth on Exhibit D attached hereto.

Section 4.07 Development of Redevelopment Properties. The Developer agrees to construct or cause other entities to construct the Development on the Redevelopment Properties, all in accordance with the Site Plan and the development budget attached hereto as Exhibit B containing detailed descriptions of the Development. The City, in its sole and absolute discretion, may agree to variations from the Plan requested in writing by the Developer.

(a) Construction Schedule. Subject to Force Majeure, the Developer agrees to commence or cause other entities to commence construction on each of the components of the Development in accordance with the construction schedule set forth in the Plan and to use its best efforts to complete construction of each of the components of the Development, such completion to be evidenced by the issuance of a Certificate of

Occupancy by the City, prior to December 31, 2020, subject to Section 10.03 hereof and provided that, for any delays caused by action or delay of the City in carrying out its obligations under this Agreement, the deadline shall be extended by the period of the delay.

(b) Compliance with Planning and Zoning. The Developer remains responsible for obtaining any and all required State, County, City and other planning and zoning approvals, including the State-approved plan, for the Development, and nothing in this Agreement shall be construed to obviate or otherwise replace or affect such planning and zoning approval requirements.

(c) No Property Tax Exemption. None of the Redevelopment Properties shall be owned by or transferred to any entity which by virtue of such ownership would render that portion of the Redevelopment Properties exempt from property taxes, unless and until the relevant owner or transferee or the Developer has entered into a written agreement, in a form satisfactory to the City, pursuant to which such entity agrees to make annual payments to the City in an annual amount equal to the general property taxes that would have been paid in that year by that portion of the Redevelopment Properties had it been included on the tax rolls.

(d) Claw Back Provision. In order to protect the interest of the tax payer and to meet the need of the "but for" clause, the following claw back provisions are required. The formula of the provision is as follows. Developer will have cash and cash equivalent of approximately \$2,500,000.00 invested in the Development. Developer's annual return will not exceed 15% or \$375,000.00 annually. The "Pay Go" TIF projections currently run from 1/1/2020 to 1/1/2032 with the Developer. If the cumulative sum averages greater than \$375,000.00 per year at the expiration of the "Pay Go" TIF agreement in 2032, Developer shall pay an amount equal to one half of all dollars greater than the \$375,000.00 cumulative average. Developer is required to submit annually upon completion of Developer's tax return the current IRS Form 8825, known as Rental Real Estate Income and Expenses of a Partnership or S Corporation, or the equivalent. A copy of the current Form 8825 is attached as Exhibit E. The income or loss is stated on line 17 of the current Form 8825. The annual principle reduction will be subtracted from line 17. The financial institution will be required to provide the annual principle reductions amount for third party verification. Developer must also submit a Cumulative Schedule that includes all years. The Cumulative Schedule is attached as Exhibit E. Upon the completion of the TIF payments schedule in 2032 and after the Developer submits the final tax return Form 8825 and the Cumulative Schedule, if the Developer owes funds pursuant to this Section 4.07(d), such funds shall be payable to the CDA. The Developer shall pay any amount due to the CDA within 90 days of the final submittal of the Cumulative Schedule. If IRS Form 8825 changes or if there are changes to the IRS code would materially alter the calculations of cumulative sum averages, the same calculation method as utilized in creating Exhibit E shall be utilized.

(e) As security for the Developer's payment obligations pursuant to Section 4.07 (d), Developer shall grant the CDA a second position mortgage on the Redevelopment Properties, which shall be subordinate to full amount of Developer's

construction loan and first position mortgage related thereto. Following the full advance of maximum principal available under the construction loan secured by the first position mortgage Developer shall not increase the principal balance of the construction loan without the CDA's prior written consent, which shall not be unreasonably withheld. The initial 24 scheduled monthly payments on the loan will be interest only. Thereafter, the principal and interest payments shall be made by Developer on a 360-month amortization schedule. All scheduled monthly payments will reduce the construction loan principal balance. The construction loan principal reduction over the period of the claw back provision described in Section 4.07 (d) is estimated to be \$1,871,229.00. Developer may, at any time, refinance the construction loan without the permission of the CDA. The construction loan cannot be refinanced in an amount greater than the then current principal balance plus refinance costs such as bank points, appraisals, closing costs and other standard financing costs. Developer shall execute and deliver the mortgage document and any other documents necessary to implement the intent of this Section 4.07 (e). CDA shall execute and deliver all subordination agreements and any other documents necessary to implement the intent of this Section 4.07 (e).

- (f) This Section 4.07 shall run with the land and shall survive until the Performance Premium is paid in full to the CDA. ARTICLE V

CONDITIONS PRECEDENT TO CLOSING

Section 5.01 All parties' obligations to consummate the transactions that are contemplated by this Agreement shall be subject to satisfaction of the following conditions:

- (a) The City shall have declared the Redevelopment Properties to be "blighted properties".
- (b) The City shall have closed or demonstrated to the satisfaction of Developer the ability to establish the TID.
- (c) Developer shall have obtained all approvals, permits and licenses necessary to complete Development including:
 - (1) All approvals, permits and licenses required to commence construction.
 - (2) All approvals of the Plans and Specifications.
 - (3) City of Onalaska building permits.
 - (4) All zoning permits and/or approvals relating to the proposed use of the Redevelopment Properties.

The City shall use its best efforts to expedite the review of any and all applications for permits and other approvals controlled by the City, it being understood that such best efforts shall require only that the City act expeditiously and promptly in its review and processing of the applications and related materials submitted by the

Developer, but shall not change the standards or criteria pursuant to which any permit or approval shall be considered.

(d) Developer shall have delivered to the City certificates of all insurance required to be in force by Article XIV of this Agreement in a form acceptable to and approved by the City Attorney.

(e) The City shall have used all reasonable efforts to secure any available grants offered by the federal, state or local governments. Any such grant amounts obtained in excess of \$250,000.00 shall reduce the TIF grants, but only if the grant amounts in excess of \$250,000.00 are paid to Developer.

(f) The parties shall have in all material respects performed and complied with all of their agreements and obligations under this Agreement which are to be performed or complied with by them prior to or on the Closing.

(g) The City shall have delivered a commitment for Title Insurance and Warranty Deed for the Redevelopment Properties and lease for Court Street reasonably acceptable to the Developer.

(h) The Developer shall have obtained a Geotechnical Report and a Phase I Environmental Assessment and Report for the Redevelopment Properties reasonably acceptable to Developer.

(i) The satisfactory completion of all City pre-closing obligations listed in Section 3.02.

(j) The closing of Developer's financing under terms and conditions satisfactory to the Developer.

ARTICLE VI

CLOSING

Section 6.01 Place and Time of Closing. The Closing shall be held at City Hall on such date and time as the parties may select by mutual agreement and as soon as reasonably practicable following the City establishment of the TID.

Section 6.02 At the Closing, the following shall occur:

(a) Entry into Lease of Court Street.

(b) Funding the Development. It is a condition precedent to the Closing that the Developer shall have provided a financing commitment or evidence of available funds in a form acceptable to the City agreeing to provide financing or credit enhancement necessary to finance all of the Development.

(c) **Transfer of Land.** The CDA shall provide a warranty deed for the Redevelopment Properties and Developer shall accept such deed and assume all environmental, archeological and subsoil conditions issues at the Redevelopment Properties.

(d) **Insurance Policies.** Developer shall furnish to the City certificates of insurance for all insurance policies required to be delivered under this Agreement.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES OF CITY

Section 7.01 **Existence.** City and CDA each represents and warrants to the Developer that they are a validly existing municipal corporation, under the laws of the State of Wisconsin and that all proceedings of City necessary to authorize the negotiation and execution of this Agreement and the consummation of the transactions contemplated by this Agreement have taken in accordance with applicable law.

Section 7.02 **Due Authorization.** Each of the City and the CDA represents and warrants to the Developer that it has the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by the City under this Agreement.

Section 7.03 **Agreement Valid and Binding.** Each of the City and the CDA represents and warrants to Developer that it is empowered and authorized to execute and deliver this Agreement and any other agreements and documents if any required hereunder to be executed and delivered by the City or the CDA. This Agreement has been and each such document at the time it is executed and delivered will be duly executed and delivered on behalf of the City or the CDA. When executed and delivered to Developer, all such agreements shall constitute a legal, valid and binding obligation of the City enforceable in accordance with its terms, as limited by bankruptcy, insolvency or similar laws of general application affecting the enforcement of creditor rights.

Section 7.04 **No Violation of Other Governing Documents.**

(a) City represents and warrants to the Developer that the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement, and the execution and delivery of the documents required to be executed, delivered or acknowledged by City at the Closing shall not violate any applicable law or regulation, either of their Charters or other organizational documents or any agreement to which they are a party.

(b) CDA represents and warrants to the Developer that the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement, and the execution and delivery of the documents required to be executed, delivered or acknowledged by CDA at the Closing shall not violate any applicable law or regulation, either of their Charters or other organizational documents or any agreement to which they are a party.

Section 7.05 Indemnity. City shall defend, indemnify and hold Developer, and its directors, officers, agents, employees, successors, and permitted assigns, harmless from and against any claims, demands, actions, causes of action, proceedings, actions and liabilities together with all costs, expenses and disbursements (including reasonable attorney's fees and costs) incurred by Developer or its permitted assigns as a result of any of City's warranties, representations, covenants and/or agreements in this Agreement being materially false, untrue or misleading in any material respect or City otherwise failing to satisfy any of its obligations hereunder.

Nothing contained in this section shall require the City or the CDA to pay the Developer's costs, expenses or disbursements (including attorney's fees and costs) in connection with (a) the drafting, negotiation or execution of the Lease, any documents prepared in connection with the transfer of the Redevelopment Properties to the Developer, this Agreement and the attached Exhibits and any documents related thereto (b) the preparation, submission and negotiation of documents to secure any grants for the Development, or (c) TID.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES OF DEVELOPER

Section 8.01 Existence. Developer represents and warrants to the City that it is a Wisconsin limited liability company duly organized and existing under the laws of the state of Wisconsin and that all proceedings of Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transactions contemplated by this Agreement have been taken in accordance with applicable law.

Section 8.02 Due Authorization. Developer represents and warrants to the City that this Agreement and all other documents required to be executed and delivered by Developer at Closing have been duly and validly authorized, executed and delivered by Developer and shall be enforceable against Developer in accordance with their terms as limited by bankruptcy, insolvency or similar laws of general application affecting the enforcement of creditor rights.

Section 8.03 No Violation of Other Governing Documents. Developer represents and warrants to the City that the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement, and the execution and delivery of the documents required to be executed, delivered or acknowledged by Developer at the Closing shall not violate any provision of Developer's articles or operating agreement or any applicable statute, rule, regulation, judgment, order or decree of the state of Wisconsin or a court having jurisdiction over Developer or its properties.

Section 8.04 General Indemnification. Developer shall defend, indemnify and hold the City, and their directors, officers, agents, employees, successors and permitted assigns, harmless from and against any claims, demands, actions, causes of action, proceedings, actions and liabilities together with all costs, expenses and disbursements (including reasonable attorney's fees and costs) incurred by City or their permitted assigns as a result of any of Developer's warranties, representations, covenants and/or agreements in this Agreement being materially false, untrue or misleading in any material respect or Developer otherwise failing to satisfy any

of its obligations hereunder. In addition, the Developer agrees to defend, indemnify and hold harmless the City and their directors, officers, agents, employees, successors and permitted assigns, against any and all claims, demands, actions, causes of action, proceedings, actions and liabilities, together with all costs, expenses and disbursements (including reasonable attorneys' fees and costs) incurred by the City or its permitted assigns in any way in connection with the Development or the Redevelopment Properties, including but not limited to claims for personal injury or death, property damage, relocation assistance, environmental damage or remediation, and historic preservation, provided that the provision contained in this sentence does not apply to liability caused by acts of the City or its permitted assigns.

Nothing contained in this section shall require the Developer to pay the City's costs, expenses or disbursements (including attorney's fees and costs) in connection with (a) the drafting, negotiation or execution of the Lease, any documents prepared in connection with the transfer of the Redevelopment Properties to the Developer, this Agreement and the attached Exhibits and any documents related thereto (b) the preparation, submission and negotiation of documents to secure any grants for the Development, or (c) TID.

ARTICLE IX

ASSIGNMENT

The rights, duties and obligations of the Developer hereunder may not be assigned by Developer unless prior to any such assignment Developer receives the written consent of the City, which consent shall not be unreasonably withheld. The Developer shall not assign this Agreement nor sell, transfer or convey any portion of the Redevelopment Properties to any entity which by virtue of such ownership would render that portion of the Redevelopment Properties exempt from property taxes unless and until such assignee, purchaser or transferee or the Developer enters into a written agreement with the City effective for as long as such entity has an ownership interest in such portion of the Redevelopment Properties or for as long as the TID remains in place plus ten (10) years, whichever is earlier, pursuant to which such entity agrees to make annual payments to City in an annual amount equal to the general property taxes that would have been paid in that year by that portion of the Redevelopment Properties had it been included on the tax rolls. Any assignee or purchaser or transferee of any portion of the Redevelopment Properties shall be bound by the terms and conditions of this Agreement, and the Developer shall not assign this Agreement nor sell or transfer any portion of the Redevelopment Properties to any entity unless and until the Developer has provided the City with written evidence satisfactory to the City Attorney that such assignee or entity has agreed in writing to be bound by the terms of this Agreement. Any such sale, transfer or conveyance of any portions of the Redevelopment Properties shall not relieve the Developer of its obligations hereunder.

ARTICLE X

DEFAULT PROVISIONS

Section 10.01 Notice of Default. In the event any party is in default hereunder (the "Defaulting Party"), the other parties (the "Non-defaulting Parties") shall be entitled to take any action allowed by applicable law or in equity by virtue of said default provided that the Non-

defaulting parties first gives the Defaulting Party written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than ninety (90) days in which the default may be cured by the Defaulting Party.

Section 10.02 Remedies Upon Default.

(a) In the event Developer defaults under the terms of this Agreement and fails to cure the default after a notice within the time period provided pursuant to Section 10.01 above, then City without prejudice to any other rights or remedies afforded to City by applicable law may compel performance of this Agreement by bringing an action for specific performance hereof pursuant to applicable law.

(b) In the event City default under the terms of this Agreement and fails to cure the default after a notice within the time period provided pursuant to Section 10.01 above, then Developer without prejudice to any other rights or remedies afforded Developer by applicable law may compel performance of this Agreement by bringing an action for specific performance hereof pursuant to applicable law.

Section 10.03 Force Majeure. For the purposes of any provision of this agreement, neither Developer and any successor in interest nor the City shall be considered in breach or default of its obligations with respect to the beginning and completion of construction of the Development or progress in respect thereto in the event of delay and the performance of such obligations due to unforeseeable causes beyond its reasonable control without its fault or negligence including and not restricted to acts of God, acts of the public enemy, acts of the Federal, state or local Governments, fires, floods, epidemics, quarantine restrictions, unforeseen site conditions that would not be disclosed by a diligent site review, general strikes, inability to procure materials based on a market-wide shortage, failure of utilities, changes in state and local governmental requirements, unreasonable delays in licensing or permit issuance, and embargoes due to such causes, it being the purpose and intent of this provision that in the event of any occurrence of any such forced delay the times of performance of any of the obligations of Developer with respect to construction of development shall be extended for the period of the forced delay. The party wishing to assert the occurrence of any of these conditions to excuse a delay in performance shall provide written notice to the other parties of the occurrence of such condition, within 30 days of its occurrence.

Section 10.04 Costs. The Developer shall pay all reasonable fees, costs and expenses incurred by the City, or its permitted assigns, including reasonable fees of counsel, in connection with the enforcement of the City's rights under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceedings involving the Developer. The City shall pay all reasonable fees, costs and expenses incurred by the Developer or its permitted assigns, including reasonable fees of counsel, in connection with the enforcement of the Developer's rights under this Agreement or the Lease Agreement including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeds.

ARTICLE XI

NOTICES

All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first class mail, postage prepaid, properly addressed as indicated below:

Developer: GRR Onalaska, LLC
PO Box 609
La Crosse, Wisconsin 54602
Attn: Marvin Wanders

Copy to: Attorney Kevin Roop
505 King Street, Suite 300
La Crosse, Wisconsin 54601

City: City of Onalaska, Wisconsin
415 Main Street
Onalaska, WI 54650
Attn: City Administrator

Copy to: City Attorney
415 Main Street
Onalaska, WI 54650

To the CDA: Community Development Authority
415 Main Street
Onalaska, WI 54650
Attn: Mike Gargaro

Copy to: City Attorney
415 Main Street
Onalaska, WI 54650

Any party may, by written notice to the other designate a change of address for the purposes aforesaid.

ARTICLE XII

NONDISCRIMINATION

In the performance of work under this Agreement, the Developer agrees not to discriminate against any employee or applicant for employment nor shall the development or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry and that the construction and operation of the Development shall be in compliance with all effective laws, ordinances and regulations

relating to discrimination on any of the foregoing grounds. Nothing in this section shall prohibit discrimination based on age or family status with respect to housing for older persons as permitted by applicable federal and state law.

ARTICLE XIII

NO PERSONAL LIABILITY

Under no circumstances shall any alderperson, officer, official, commissioner, director, member, partner or employee of the City, or the Developer, have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability. The limitation on personal liability included in this Section shall extend to Developer's assignment of this Agreement to a third party.

ARTICLE XIV

INSURANCE

During the term of this Agreement, the Developer shall maintain, and shall require that any purchasers or transferees of any portion of the Redevelopment Properties maintain, insurance in such amounts and against such risks both generally and specifically with respect to the Development and the Redevelopment Properties, as are customarily insured against in Developments of like size, kind and character, including customary builders risk insurance during construction and customary casualty, property and liability insurance, with deductibles approved by the City. The Developer shall provide to the City, certificates of all such insurance. So long as this Agreement is in effect, the Developer covenants to apply, and to require any purchasers or transferees of any portion of the Redevelopment Properties to apply, any and all insurance proceeds to rebuild and maintain the Development.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.01 Entire Agreement. This document and attached Exhibits contain the entire agreement between Developer, City and it shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. This Agreement may be modified only by a written Amendment signed by the parties, which Amendment shall be recorded in the Office of Register of Deeds for La Crosse County.

Section 15.02 Survival of Warranties, Representations and Agreements. Any warranty, representation or agreement herein contained shall survive the Closing.

Section 15.03 Governing Law. The internal laws of the state of Wisconsin shall govern this Agreement.

Section 15.04 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

Section 15.05 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 15.06 Disclaimer Relationships. Developer acknowledges and nothing contained in this Agreement or any contract between Developer, the City or any act by the City or any third parties shall be deemed or construed by any of the parties or by third persons to create any relationship or third party beneficiary, principal or agent limited or general partnership or joint venture or of any association or relationship involving the City.

Section 15.07 Severability. If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 15.08 Termination. This Agreement and all obligations hereunder, shall terminate ten (10) years following the retirement of the TID.

Section 15.09 Time of Essence. Time is of the essence in the performance of each and every obligation or agreement contained in this Agreement and in the Option Agreement and the Redevelopment Properties Agreement.

Section 15.11 Professional Fees. Except as provided in Section 4.04 hereof, each of the parties shall bear its own expenses and the expenses of its legal counsel and other agents in connection with this Agreement and the transactions contemplated herein.

Section 15.12 No Brokers. Each of the parties warrant and represent that no broker, finder or similar agent has been employed in connection with the transactions contemplated by this Agreement or taken action that would give rise to a valid claim against any party for a brokerage commission, finders fee or similar compensation.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have duly executed this Agreement, or caused it to be duly executed, as of the 10 day of May, 2019.

DEVELOPER

GRR ONALASKA, LLC
a Wisconsin limited liability company

By: _____
Name: Marvin Wanders
Title: Managing Member

STATE OF WISCONSIN)
)ss.
COUNTY OF LA CROSSE)

Personally came before me on the 10th day of May, 2019, the above-named Marvin Wanders, Managing Member of GRR Onalaska, LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

Sarah E. Fortune
Sarah E. Fortune, Notary Public
State of Wisconsin
My commission is permanent.



CITY OF ONALASKA, WISCONSIN

By: _____
Name: Joe Chilsen
Title: Mayor

Attest: _____
Name: Caroline Burmaster
Title: Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF LA CROSSE)

Personally came before me on the ____ day of May, 2019, the above-named Joe Chilsen and Caroline Burmaster, being the Mayor and Clerk, respectively, of the City of Onalaska, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____, Notary Public
State of Wisconsin
My commission expires: _____

COMMUNITY DEVELOPMENT AUTHORITY

By: _____
Name: Mike Gargaro
Title: Chair

Attest: _____
Name: Joe Bucheger
Title: Vice Chair

STATE OF WISCONSIN)
)ss.
COUNTY OF LA CROSSE)

Personally came before me on the ____ day of May, 2019, the above-named Mike Gargaro and Joe Bucheger, being the Chair and Vice Chair, respectively, of the City of Onalaska Community Development Authority, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____, Notary Public
State of Wisconsin
My commission expires: _____

APPROVED AS TO FORM:

Sean O'Flaherty, City Attorney

This document drafted by:

Sean O'Flaherty
O'Flaherty Heim Birnbaum
Kirchner & Curtis, Ltd.
201 Main Street, 10th Fl.
La Crosse, WI 54601

EXHIBIT A

DESCRIPTION OF REDEVELOPMENT PROPERTIES

Tax Parcel ID No.:

18-24-0

Legal Description:

ORIGINAL TOWN OF ONALASKA LOTS 1 THRU 9 BLOCK 4

Tax Parcel ID No.:

18-25-0

Legal Description:

ORIGINAL TOWN OF ONALASKA LOT 10 BLOCK 4

Tax Parcel ID No.:

18-32-0

Legal Description:

ORIGINAL TOWN OF ONALASKA LOTS 1 THRU 10 BLOCK 5 & PRT CMSTP&P RR R/W & LAX ONA SHORTLINE RR R/W (CITY SHOP)

Tax Parcel ID No.:

18-38-0

Legal Description:

ORIGINAL TOWN OF ONALASKA LOTS 1,2,3,4,5 EX S 5FT LOT 5 BLOCK 6 & STRIP LAND 30FT WIDE - 15FT ON EACH SIDE C/L ORIG ALIGNMENT OF LAX/ONA SHORTLINE RR R/W LOC THRU & ACROSS & ADJ TO LOTS 1,2,3 BLOCK 6 EX PRT VAC LAX/ONA SHORTLINE RR R/W IN LOTS 4 & 5 BLK 6 OWNED BY FOSSUM

Portion of Tax Parcel ID No.:

18-38-2

Legal Description:

ORIGINAL TOWN OF ONALASKA STRIP LAND 30FT WIDE - 15FT ON EACH SIDE C/L ORIGINAL ALIGNMENT OF LAX & ONA SHORT LINE RR LOC THRU & ACROSS & ADJ TO LOTS 4,5,6,7,8,9 & 10 BLOCK 6

EXHIBIT B

1. DESCRIPTION OF DEVELOPMENT RESPONSIBILITIES AND
SITE DEVELOPMENT COSTS

2. SITE PLAN- to be inserted by the Parties at Closing

3. DEVELOPMENT BUDGET- to be inserted by the Parties at Closing

DESCRIPTION OF DEVELOPMENT RESPONSIBILITIES

1. Hickory Street: Developer will remove the existing asphalt and install a larger force main. The City will install new curb and gutter and repave the street to the property line and apply striping for new parallel parking. City work will be complete within twenty-four months of the issue of the final occupancy permit of development or at such time of the relocation of Xcel energy substation. If temporary street patching is necessary Developer is responsible for installation of a 24' wide asphalt drive or as agreed upon by the Developer and City Engineer.
2. Lift Station: The City will assume all costs for the design, materials and installation of the new lift station and install underground lines up to the property line. The City will assume all costs for temporary sanitary waste storage and pumping/disposal during the transition between the existing lift station decommissioning and commissioning of the new lift station. Developer will remove the existing lift station tank and associated piping.
3. Underground utilities:
 - Developer responsibilities.**
 - A. Remove existing underground sanitary and water lines where necessary.
 - B. After decommissioning existing lift station, remove vessel, haul away.
 - C. Install water main from the South East corner of the property line up to Court St and continue north on Court St to the existing 8" main on Irvin St.
 - D. Mobilize and perform street repair of Irvin St upon completing of connections.
 - E. Replace existing sanitary line from South East corner of the property line to what was the Green St location on Court St.
 - F. Replace sanitary force main line starting at the South East corner of the property line up to Court St and continue north on Court St to Hickory St. Line running up to Second Ave.
 - G. Install all new storm water drainage system to accommodate site run off routing to new DNR approved Biofilter system. Install the new storm sewer to replace existing storm sewer per the civil plans, which will be approved by the City.
 - H. Connect as necessary existing laterals that are in the Plan boundaries for utilities on Court Street South.
 - City Responsibilities**
 - A. Install underground lines from new lift station to South East corner of the property line.
 - B. Permit access on Irvin St, Hickory St and Court St to allow for installation of new utilities.
 - C. City will develop easements for the utilities that are located on the site, which the Developer will approve. Developer will not unreasonably deny approval of easements.
 - D. Will approve of the civil plans for the site to insure the utilities are to the specifications of the City Engineering department. Said plans approval will not be unreasonably withheld.
 - E. City to approve the ISG Architects and Engineers site infrastructure cost.
4. Powerline from Substation to Irvin Street:

The existing powerlines from the Court and Hickory Street substation to Irvin St will be left in place until Xcel decommissions and relocates the substation, abandons, and removes lines. If the substation cannot be decommissioned within 36 months of final completion date of the project the Developer will be required to bury the powerline at Developers' expense. The decommissioning date and compliance will be determined by a written letter from Xcel Energy

providing a timeline for completion, which will need to be provided by December 31, 2019 to the City.

5. Contaminated Soil Removal:

Developer know of contaminated soils on the site and is responsible for appropriately removing said soil in compliance with DNR standards.



GREAT RIVER RESIDENCES
 ONALASKA, WISCONSIN
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May 8, 2019

No.	Section 1 - Removals, Earthwork, and Erosion Control Improvements	Estimated Quantity	Unit	Unit Estimated (In Dollars)	Total Estimated (In Dollars)
1.01	Remove Existing Buildings	1	LS	\$40,000.00	\$ 40,000.00
1.02	Remove Asphaltic Surface	7,003	SY	\$2.00	\$ 14,006.00
1.03	Remove Concrete Sidewalk	22	SY	\$23.00	\$ 506.00
1.04	Remove Curb & Gutter	42	LF	\$3.00	\$ 126.00
1.05	Remove Storm Sewer	166	LF	\$18.00	\$ 2,988.00
1.06	Remove Sanitary Sewer	507	LF	\$20.00	\$ 10,140.00
1.07	Remove Sanitary Sewer Manhole	4	EACH	\$1,000.00	\$ 4,000.00
1.08	Remove Sanitary Forcemain	300	LF	\$30.00	\$ 9,000.00
1.09	Remove Watermain	597	LF	\$30.00	\$ 17,910.00
1.10	Soil Corrections/Excavation/Borrow	1	LS	\$298,000.00	\$ 298,000.00
	Soil Corrections	9,000	CY	\$20.00	\$ 180,000.00
	Common Excavation	11,000	CY	\$8.00	\$ 88,000.00
	Borrow	3,000	CY	\$10.00	\$ 30,000.00
1.11	Erosion Control	1	LS	\$5,000.00	\$ 5,000.00
1.12	Insurance	1	LS	\$10,000.00	\$ 10,000.00
1.13	Permits	1	LS	\$36,920.00	\$ 36,920.00
1.14	Soils Testing	1	LS	\$20,000.00	\$ 20,000.00
1.15	Soil Remediation	1	LS	\$30,000.00	\$ 30,000.00
1.16	Mobilization	1	EACH	\$111,000.00	\$ 111,000.00
Section 1 Subtotal:					\$ 609,596.00
No.	Section 2 - Utility Improvements	Estimated Quantity	Unit	Unit Estimated (In Dollars)	Total Estimated (In Dollars)
2.01	Storm Sewer	1	LS	\$193,560.00	\$ 193,560.00
	Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	525	LF	\$55.00	\$ 28,875.00
	Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	240	LF	\$70.00	\$ 16,800.00
	Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	284	LF	\$75.00	\$ 21,300.00
	Storm Sewer Pipe Reinforced Concrete Class III 21-Inch	207	LF	\$90.00	\$ 18,630.00
	Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	384	LF	\$120.00	\$ 46,080.00
	Inlets 2x3-FT	2	EACH	\$1,400.00	\$ 2,800.00
	Catch Basins 4-FT Diameter	1	EACH	\$1,885.00	\$ 1,885.00
	Manholes 4-FT Diameter	10	EACH	\$1,800.00	\$ 18,000.00
	Manholes 6-FT Diameter	4	EACH	\$3,600.00	\$ 14,400.00
	Manholes 7-FT Diameter	2	EACH	\$5,200.00	\$ 10,400.00
	Inlet Covers Type H-S	4	EACH	\$565.00	\$ 2,260.00
	Inlet Covers Type S	6	EACH	\$510.00	\$ 3,060.00
	Manhole Covers Type J	5	EACH	\$485.00	\$ 2,425.00
	Manhole Covers Type C	7	EACH	\$485.00	\$ 3,395.00
	Apron Endwalls for Culvert Pipe Reinforced Concrete 21-Inch	1	EACH	\$750.00	\$ 750.00
	Connect to Existing Storm Sewer	1	EACH	\$1,300.00	\$ 1,300.00
	Trench Drain	12	LF	\$100.00	\$ 1,200.00
2.02	Sanitary Sewer	1	LS	\$90,360.00	\$ 90,360.00
	Sanitary Sewer Forcemain, PVC, 4-Inch	758	LF	\$65.00	\$ 49,270.00
	Sanitary Sewer Gravity Main, PVC, 6-Inch	193	LF	\$19.00	\$ 3,667.00
	Sanitary Sewer Gravity Main, PVC, 8-Inch	863	LF	\$21.00	\$ 18,123.00
	Sanitary Manhole 4-FT Diameter	3	EACH	\$5,500.00	\$ 16,500.00
	Connect to Existing Sanitary Sewer	1	EACH	\$2,000.00	\$ 2,000.00
	Sanitary Cleanout	1	EACH	\$800.00	\$ 800.00
2.03	Water	1	LS	\$145,195.00	\$ 145,195.00
	Ductile Iron Watermain 8-Inch	1241	LF	\$50.00	\$ 62,050.00
	Ductile Iron Watermain 6-Inch	152	LF	\$35.00	\$ 5,320.00
	Ductile Iron 8-Inch, 45-degree Bend	10	EACH	\$425.00	\$ 4,250.00
	Ductile Iron 8-Inch, 22.5-degree Bend	3	EACH	\$425.00	\$ 1,275.00
	Water Tee 8-Inch x 8-Inch	4	EACH	\$1,500.00	\$ 6,000.00
	Water Tee 8-Inch x 6-Inch	7	EACH	\$1,200.00	\$ 8,400.00



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	Water Valve and Box, 8-Inch	8	EACH	\$2,000.00	\$ 18,000.00
	Water Valve and Box, 6-Inch	8	EACH	\$1,800.00	\$ 14,400.00
	Hydrant	5	EACH	\$4,500.00	\$ 22,500.00
	Connect to Existing Watermain	2	EACH	\$2,500.00	\$ 5,000.00
2.04	Lift Station	1	LS	\$157,000.00	\$ 157,000.00
2.05	Electric	1	LS	\$161,400.00	\$ 161,400.00
2.06	Cable	1	LS	\$30,000.00	\$ 30,000.00
2.07	Phone	1	LS	\$30,000.00	\$ 30,000.00
2.08	Gas	1	LS	\$5,000.00	\$ 5,000.00
Section 2 Subtotal:					\$ 812,515.00
No.	Section 3 - Pavement	Estimated Quantity	Unit	Unit Estimated (In Dollars)	Total Estimated (In Dollars)
3.01	Concrete Curb and Gutter 18-Inch Type D	614	LF	\$16.00	\$ 9,820.80
3.02	Concrete Curb and Gutter 24-Inch Type D	226	LF	\$23.00	\$ 5,198.00
3.03	Concrete Curb and Gutter 30-Inch Type D	42	LF	\$25.00	\$ 1,050.00
3.04	Concrete Curb and Gutter 6-Inch Sloped 36-Inch Type D	83	LF	\$20.50	\$ 1,701.50
3.05	Concrete Sidewalk 5-Inch	173	SF	\$4.75	\$ 821.75
3.06	Concrete Pavement 5-Inch	496	SY	\$44.50	\$ 22,072.00
3.07	Concrete Steps	15	SF	\$52.00	\$ 780.00
3.08	HMA Pavement 3 LT 58-28 S	177	TON	\$95.00	\$ 16,815.00
3.09	HMA Pavement 4 LT 58-28 S	177	TON	\$95.00	\$ 16,815.00
3.10	Tack Coat	111	GAL	\$3.50	\$ 388.50
3.11	Base Aggregate Dense 1 1/4-Inch	815	TON	\$15.00	\$ 12,225.00
Section 3 Subtotal:					\$ 87,687.55
No.	Section 4 - Landscape + Restoration	Estimated Quantity	Unit	Unit Estimated (In Dollars)	Total Estimated (In Dollars)
4.01	Trees	27	EACH	\$600.00	\$ 16,200.00
4.02	Shrubs	266	EACH	\$100.00	\$ 26,600.00
4.03	Perennials	830	EACH	\$30.00	\$ 24,900.00
4.04	Turf seed mix	0.6	ACRE	\$5,000.00	\$ 3,000.00
4.05	Rain Garden	1	LS	\$10,000.00	\$ 10,000.00
Section 4 Subtotal:					\$ 80,700.00
Subtotal					\$ 1,590,498.55
5% Contingency					\$ 79,524.93
12% Design/Construction Administration Fee					\$ 190,859.83
GRAND TOTAL:					\$ 1,860,883.30

EXHIBIT C

MINIMUM ANNUAL INCREMENT- to be inserted by the Parties at Closing

EXHIBIT D

FEE SCHEDULE- to be inserted by the Parties at Closing

EXHIBIT D

CITY OF ONALASK STANDARD FEE SCHEDULE- to be inserted by the Parties at Closing

EXHIBIT E

FORM 8825

Rental Real Estate Income and Expenses of a Partnership or an S Corporation

OMB No. 1545-0123

▶ Attach to Form 1065 or Form 1120S.
 ▶ Go to www.irs.gov/Form8825 for the latest information.

Name	Employer identification number
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1	Show the type and address of each property. For each rental real estate property listed, report the number of days rented at fair rental value and days with personal use. See instructions. See page 2 to list additional properties.			
	Physical address of each property—street, city, state, ZIP code	Type—Enter code 1–8; see page 2 for list	Fair Rental Days	Personal Use Days
A				
B				
C				
D				

Rental Real Estate Income		Properties			
		A	B	C	D
2 Gross rents	2				
Rental Real Estate Expenses					
3 Advertising	3				
4 Auto and travel	4				
5 Cleaning and maintenance	5				
6 Commissions	6				
7 Insurance	7				
8 Legal and other professional fees	8				
9 Interest (see instructions)	9				
10 Repairs	10				
11 Taxes	11				
12 Utilities	12				
13 Wages and salaries	13				
14 Depreciation (see instructions)	14				
15 Other (list) ▶	15				

16 Total expenses for each property. Add lines 3 through 15	16				
17 Income or (loss) from each property. Subtract line 16 from line 2	17				

18a Total gross rents. Add gross rents from line 2, columns A through H	18a	
b Total expenses. Add total expenses from line 16, columns A through H	18b ()
19 Net gain (loss) from Form 4797, Part II, line 17, from the disposition of property from rental real estate activities	19	
20a Net income (loss) from rental real estate activities from partnerships, estates, and trusts in which this partnership or S corporation is a partner or beneficiary (from Schedule K-1)	20a	
b Identify below the partnerships, estates, or trusts from which net income (loss) is shown on line 20a. Attach a schedule if more space is needed.		
(1) Name		(2) Employer identification number
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21 Net rental real estate income (loss). Combine lines 18a through 20a. Enter the result here and on: • Form 1065 or 1120S: Schedule K, line 2	21	
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1	Show the type and address of each property. For each rental real estate property listed, report the number of days rented at fair rental value and days with personal use. See instructions.			
	Physical address of each property—street, city, state, ZIP code	Type—Enter code 1–8; see below for list	Fair Rental Days	Personal Use Days
E				
F				
G				
H				

Rental Real Estate Income		Properties					
		E	F	G	H		
2	Gross rents	2					
Rental Real Estate Expenses							
3	Advertising	3					
4	Auto and travel	4					
5	Cleaning and maintenance	5					
6	Commissions	6					
7	Insurance	7					
8	Legal and other professional fees	8					
9	Interest (see instructions)	9					
10	Repairs	10					
11	Taxes	11					
12	Utilities	12					
13	Wages and salaries	13					
14	Depreciation (see instructions)	14					
15	Other (list) ▶	15					
16	Total expenses for each property. Add lines 3 through 15	16					
17	Income or (loss) from each property. Subtract line 16 from line 2	17					

- Allowable Codes for Type of Property**
- 1—Single Family Residence
 - 2—Multi-Family Residence
 - 3—Vacation or Short-Term Rental
 - 4—Commercial
 - 5—Land
 - 6—Royalties
 - 7—Self-Rental
 - 8—Other (include description with the code on Form 8825 or on a separate statement)

General Instructions

Section references are to the Internal Revenue Code.

Future Developments

For the latest information about developments related to Form 8825 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8825.

Which Version To Use

Use this November 2018 revision of Form 8825 for tax years beginning in 2018 or later, until a later revision is issued. Use prior revisions of this form for earlier tax years. All revisions are available at www.irs.gov/Form8825.

What's New

- The Tax Reform Act of 2017 amended section 163(j) to reflect a limitation on business interest expense. For tax years beginning after December 31, 2017, business interest expense may be limited for certain taxpayers. See the instructions for line 9.
- The Bipartisan Budget Act of 2015 repealed the electing large partnership rules for tax years beginning after 2017. As a result, the references to Form 1065-B, U.S. Return of Income for Electing Large Partnerships, were removed.

Purpose of Form

Partnerships and S corporations use Form 8825 to report income and deductible expenses from rental real estate activities, including net income (loss) from rental real estate activities that flow through from partnerships, estates, or trusts.

Before completing this form, be sure to read the following.

- *Passive Activity Limitations* in the instructions for Form 1065 or Form 1120S, especially for the definition of "rental activity."
- *Extraterritorial Income Exclusion* in the instructions for Form 1065 or 1120S.

Specific Instructions

Form 8825 provides space for up to eight properties. If there are more than eight properties, attach additional Forms 8825.

The number of columns to be used for reporting income and expenses on this form may differ from the number of rental real estate activities the partnership or S corporation has for purposes of the passive activity limitations. For example, a partnership

owns two apartment buildings, each located in a different city. For purposes of the passive activity limitations, the partnership grouped both buildings into a single activity. Although the partnership has only one rental real estate activity for purposes of the passive activity limitations, it must report the income and deductions for each building in separate columns.

However, if the partnership or S corporation has more than one rental real estate activity for purposes of the passive activity limitations, attach a statement to Schedule K that reports the net income (loss) for each separate activity. Also, attach a statement to each Schedule K-1 that reports each partner's or shareholder's share of the net income (loss) by separate activity. See *Passive Activity Reporting Requirements* in the instructions for Form 1065 or Form 1120S for additional information that must be provided for each activity.

Complete lines 1 through 17 for each property. But complete lines 18a through 21 on only one Form 8825. The figures on lines 18a and 18b should be the combined totals for all forms.

Do not report on Form 8825 any of the following.

- Income or deductions from a trade or business activity or a rental activity other than rental real estate. These items are reported elsewhere.
- Portfolio income or deductions.
- Section 179 expense deduction.
- Other items that must be reported separately to the partners or shareholders.
- Commercial revitalization deductions.

Line 1. For each property, give the street address, city or town, and zip code. If the property is located outside the United States, give the postal code and country. Specify the type of property by entering one of the following codes in the "Type" column.

Codes

- 1—Single Family Residence
- 2—Multi-Family Residence
- 3—Vacation or Short-Term Rental
- 4—Commercial
- 5—Land
- 6—Royalties
- 7—Self-Rental
- 8—Other (include description with the code on Form 8825 or on a separate statement)

For each property, enter the number of days rented at fair rental value and days with personal use. For details, see section 280A.

Line 9. Your interest expense may be limited. See the instructions for Form 8990, Business Interest Expense Limitation Under Section 163(j), for more information.

Line 14. The partnership or S corporation may claim a depreciation deduction each year for rental property (except for land, which is not depreciable). If the partnership or S corporation placed property in service during the current tax year or claimed depreciation on any vehicle or other listed property, complete and attach Form 4562, Depreciation and Amortization. See Form 4562 and its instructions to figure the depreciation deduction.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws and to allow us to figure and collect the right amount of tax.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for business taxpayers filing this form is approved under OMB control number 1545-0123 and is included in the estimates shown in the instructions for their business income tax return.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. See the instructions for the tax return with which this form is filed.



GREAT RIVER RESIDENCES
ONALASKA, WISCONSIN
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May 8, 2019

No.	Section 1 - Removals, Earthwork, and Erosion Control Improvements	Estimated Quantity	Unit	Unit Estimated (In Dollars)	Total Estimated (In Dollars)
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1.02	Remove Asphaltic Surface	7,003	SY	\$2.00	\$ 14,006.00
1.03	Remove Concrete Sidewalk	22	SY	\$23.00	\$ 506.00
1.04	Remove Curb & Gutter	42	LF	\$3.00	\$ 126.00
1.05	Remove Storm Sewer	166	LF	\$18.00	\$ 2,988.00
1.06	Remove Sanitary Sewer	507	LF	\$20.00	\$ 10,140.00
1.07	Remove Sanitary Sewer Manhole	4	EACH	\$1,000.00	\$ 4,000.00
1.08	Remove Sanitary Forcemain	300	LF	\$30.00	\$ 9,000.00
1.09	Remove Watermain	597	LF	\$30.00	\$ 17,910.00
1.10	Soil Corrections/Excavation/Borrow	1	LS	\$298,000.00	\$ 298,000.00
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1.15	Soil Remediation	1	LS	\$30,000.00	\$ 30,000.00
1.16	Mobilization	1	EACH	\$111,000.00	\$ 111,000.00
Section 1 Subtotal:					\$ 609,596.00
No.	Section 2 - Utility Improvements	Estimated Quantity	Unit	Unit Estimated (In Dollars)	Total Estimated (In Dollars)
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	Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	240	LF	\$70.00	\$ 16,800.00
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	Inlets 2x3-FT	2	EACH	\$1,400.00	\$ 2,800.00
	Catch Basins 4-FT Diameter	1	EACH	\$1,885.00	\$ 1,885.00
	Manholes 4-FT Diameter	10	EACH	\$1,800.00	\$ 18,000.00
	Manholes 6-FT Diameter	4	EACH	\$3,600.00	\$ 14,400.00
	Manholes 7-FT Diameter	2	EACH	\$5,200.00	\$ 10,400.00
	Inlet Covers Type H-S	4	EACH	\$565.00	\$ 2,260.00
	Inlet Covers Type S	6	EACH	\$510.00	\$ 3,060.00
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	Apron Endwalls for Culvert Pipe Reinforced Concrete 21-Inch	1	EACH	\$750.00	\$ 750.00
	Connect to Existing Storm Sewer	1	EACH	\$1,300.00	\$ 1,300.00
	Trench Drain	12	LF	\$100.00	\$ 1,200.00
2.02	Sanitary Sewer	1	LS	\$90,360.00	\$ 90,360.00
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Subtotal					\$ 1,590,498.55
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