

CITY OF ONALASKA MEETING NOTICE

AMENDED

COMMITTEE/BOARD: Common Council
DATE OF MEETING: August 13, 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. Discussion and possible action 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)

FINANCE COMMITTEE

- B. Approve 2019 Omni Center Financials
- C. Approve 2019 General Fund Financials
- D. Authorization to proceed with Baird in the refunding/timeline regarding the callable bonds on the April 1, 2010 General Obligation Corporate Purpose Bonds
- E. Approve Gundersen Health System Parking Ramp Financials for 2019 1st and 2nd Quarter

NOTICES MAILED TO:

*Mayor Joe Chilsen

*Ald. Tom Smith

*Ald. Jim Olson

*Ald. Dan Stevens

*Ald Boondi Iyer

*Ald. Diane Wulf

*Ald. Kim Smith

City Attorney City Administrator

Dept Heads La Crosse Tribune

Coulee Courier

WKTY WLXR WLAX WKBT WXOW

Ginny Dankmeyer

Brandee McKane

David Anderson

Ryan Wessel

Jansen Dahl

Onalaska Public Library

Onalaska Omni Center

*Committee Members

Date Mailed & Posted: 8-9-19

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.

- F. Approve contract for legal services from O’Flaherty law firm
- G. Authorization to proceed with TiPSS conversion costs for the Joint Municipal Court software and funding
- H. Approve renewal of Cities and Villages Mutual insurance Company (CVMIC) option 1 regarding the City of Onalaska Self Insurance Retention for 2021 and 2022

PERSONNEL COMMITTEE

- I. Approval of 2019-2020 School Liaison Officer Agreement of Onalaska and Onalaska School District
- J. Approval of reorganization of the IT Department
- K. Approval of new job descriptions and authorization to fill internally.
 - a. Computer Support Specialist
 - b. IT Support Specialist
 - c. IT Network Specialist (won’t be filled until 2020)
- L. Approval of changes to Part-Time Firefighter/EMT wages scales
- M. Approval of changes to existing job descriptions and new job descriptions:
 - a. Part-Time Firefighter/EMT
 - b. Part-Time Firefighter (New Job Description)
 - c. Part-Time EMT (New Job Description)

JUDICIARY COMMITTEE

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

ADMINISTRATIVE COMMITTEE

- O. Approval of Operator’s Licenses as listed on report dated August 7, 2019
- P. Approval of Special Events permits for:
 1. St. Pat’s Family Fun Run, October 5, 2019 from approximately 9-11:30am starting at St. Pat’s Playground, 11th Avenue North, Onalaska.
 2. Mini Donut Half Marathon, September 14, 2019 from approximately 7-7:30am crossing Highway 35 at Riders Club Road, Onalaska
- Q. Approval of Fireworks Display Permit for Spielbauer Fireworks Co. for wedding event at La Crosse Country Club, October 12, 2019 at approx. 8pm (alternate start time 9pm) on the 9th tee box
- R. Approval of First Amendment to the Joint Municipal Court Agreement

BOARD OF PUBLIC WORKS

- S. Approval of professional engineering services for Well #9 post chlorine addition by Strand Associates at a cost not to exceed \$16,300
- T. Approval of masonry repairs to City Hall and Main Street columns by Fowler & Hammer at a cost of \$50,000
- U. Approval of professional archeological services for Irvin Street project with Mississippi Valley Archeological Services at a cost of \$3,594
- V. Approval of no parking along the east side of West Avenue from Royal Street right of way to 240 feet north
- W. Approval of chemical treatment of Well #8 well column by Municipal Well & Pump at a cost of \$29,530
- X. Approval of 2019 Utility Project Change Order #1 moving completion date to October 11, 2019

PLAN COMMISSION

- Y. Conditional Use Permit filed by Jansen Dahl of CHASE 2010 LLC, on behalf of CHASE 2010 LLC, 3819 Creekside Lane, Holmen, WI 54636 for the purpose of allowing the construction of an automotive dealership/ vehicle sales/repairs facility at 2520 Midwest Drive Onalaska, 384 Theater Road, Onalaska, N4375 Theater Road / N4342 Germann Court, Town of Medary (Tax Parcel #’s: 18-3568-40, 18-3570-70 and 9-93-0) (FIO)
- Z. Approval of a of an annexation application for a La Crosse County Parcel (Located North of Onalaska Dog Park), (4.01 acres total) filed by Ryan Wessel of Broham Investments LLC, 9542 East 16 Frontage Road, Onalaska, WI 54650 (Tax Parcel #: 10-1151-0)

UTILITIES COMMITTEE

- AA. Approval of Shared Ride Financials

PARKS & RECREATION

BB. Approve City Hall basement and stairwell painting to Rucker Painting in the amount not to exceed \$6,519

CC. Approval of payment to Bluffland Coalition in the amount of \$7,200

Non-Consent Agenda

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

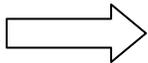
8. **FINANCE COMMITTEE**

- A. Vouchers
- B. Approve a Standard Services Agreement with Cedar Corporation to complete a Needs Assessment for police, Fire, and Park Impact Fee Study, not to exceed \$25,000
- C. Approve an agreement with Superior Technology Group LLC regarding the iCrimeFighter Enterprise subscription
- D. **Resolution 35-2019** – Providing for the Sale of Approximately \$1,510,000 General Obligation Refunding Bonds

9. **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 negotiation strategy regarding the proposed Sanitary Sewer Agreement with the City of La Crosse
- Negotiation strategy for outstanding municipal court tickets
- IAFF, International Association of Firefighters, Local 127 - For Bargaining Purposes
- OPPA, Onalaska Professional Police Association – For Bargaining Purposes
- SORD, Supervisory Officers Relation Division – For Bargaining Purposes
- IAFF Memorandum of Understanding



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:

- Oak Forest Drive manhole claim

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

Adjournment

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

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

SECTION I. Chapter 3 of Title 2, Section 13 of the City of Onalaska Code of

Ordinances related to is hereby deleted in its entirety and replaced as follows:

Sec. 2-3-13 Joint Municipal Court

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

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

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

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

Dated this _____ day of _____, 2019.

CITY OF ONALASKA

By: _____
Joe Chilsen, Mayor

By: _____
Caroline Burmaster, Clerk

PASSED:
APPROVED:
PUBLISHED:

FISCAL IMPACT OF ORDINANCE 1651 – 2019

Joint Municipal Court
Eric Rindfleisch, Administrator

Please route in this order



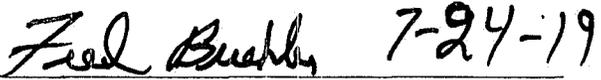
(signature)

No Fiscal Impact

Budgeted Item

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

Fred Buehler, Financial Services Director



(signature)

No Fiscal Impact

Budgeted Item

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

8-07-2019 4:47 PM
PACKET: 02922 License Packet operators August
SEQUENCE: License #

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



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

FIRST AMENDMENT TO AGREEMENT

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

RECITALS

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

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

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

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

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

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

CITY OF ONALASKA, BY:

VILLAGE OF HOLMEN, BY:

Joe Chilsen, Mayor

President

Caroline Burmaster, Clerk

Clerk

TOWN OF CAMPBELL, BY:

Chair

Clerk

VILLAGE OF BANGOR, BY:

President

Clerk

VILLAGE OF ROCKLAND, BY:

Chair

Clerk

TOWN OF SHELBY, BY:

Administrator

Clerk

VILLAGE OF WEST SALEM, BY:

President

Clerk

TOWN OF HOLLAND, BY:

Chair

Clerk

August 13, 2019

#8-A

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 July 9, 2019

The total is:	<u>\$3,151,515.93</u>
07/11/2019 AP Packet 2598 -CDA - July 2019	\$246,998.91
AP Packet 2597 - JMC - April 2019	\$19,116.69
AP Packet 2605 - VOID	-\$13,412.07
07/15/2019 AP Packet 2600 - Witness Fee	\$5.36
07/19/2019 AP Packet 2607 - July 2019	\$289,391.28
07/19/2019 AP Packet 1052 -City Payroll 07/19/19	\$179,971.78
AP Packet 1048 - Fire Payroll 07/19/19	\$3,791.75
AP Packet 1053 - Payroll Corr 7/19/19	\$380.55
AP Packet 1052 - City Payroll drafts	\$103,083.13
AP Packet 1053 - Payroll Corr drafts	\$110.13
AP Packet 1048 - Fire Payroll drafts	\$784.28
AP Packet 2603- Deferred Payables	\$46,865.01
07/24/2019 UB Parket 2117 - Disconnect	\$234.33
07/25/2019 DFT Packet 7519 - ETS	\$600.00
07/26/2019 AP Packet 2614 - July 2019	\$20,804.10
07/29/2019 AP Packet 2616 - July 2019	\$2,726.07
08/02/2019 AP Packet 1057 - City Payroll 8/2/19	\$172,900.49
Ap Packet 1057 - City Payroll drafts	\$101,122.06
AP Packet 2618- Deferred Payables	\$12,300.50
08/05/2019 AP Packet 2620	\$1,100.00
AP Packet 2621	\$1,083.46
08/08/2019 AP Packet 2624 - July 2019	\$21,827.30
08/14/2019 AP Packet -August 2019 (including ACH)	\$1,939,730.82
Total	<u><u>\$3,151,515.93</u></u>

Finance Committee Signatures



engineering | architecture | environmental | surveying
landscape architecture | planning | economic development

604 Wilson Avenue
Menomonie, WI 54751
715-235-9081
800-472-7372
FAX 715-235-2727
www.cedarcorp.com

#8-B

July 22, 2019

Ms. Katie Aspenson, Planning Manager
City of Onalaska
415 Main Street
Onalaska, WI 54650

Dear Ms. Aspenson:

Cedar Corporation is pleased to assist the City in creating a needs assessment for parks, police, and fire. We understand the park assessment is required to allow fees under your subdivision ordinance. The police/fire needs assessment will assist the City in determining overall future needs.

Scope of Services: Cedar Corporation (Cedar) will render professional planning services to assist the City of Onalaska (City) in creating a Needs Assessment for City Parks, the Police Department, and Fire Department. Services include the following:

- Review and update population estimates
- Review existing documents/plans
- Analyze the existing facilities, staffing, and equipment
- Meet with staff to discuss existing and future needs
- Analyze alternative funding options for parks
- Present findings to City to determine proposed future needs
- Prepare cost estimates for approved recommendations
- Finalize needs assessment to present to City
- Coordinate and assist with a public hearing for adoption of the needs assessment
- Travel and mileage

City responsibilities include:

- Provide Cedar with any existing documents, plans, statistical data, studies, and floor plans
- Arrange for, and provide facilities for, meetings with assigned staff, committees, and council, including related fees
- Any legal posting and publication notices, agendas, resolutions, ordinances, and related fees

Timeline: Cedar can begin the project no later than August 15, 2019, and proposes to complete the plan no later than November 15, 2019.

Compensation: The proposed cost to complete the Needs Assessment is not to exceed \$25,000. The City agrees to pay Cedar the amount shown on invoices on a monthly basis. All invoices are due within 30 days. We can provide a written quote for any additional work not included in the Scope of Services, if requested by the City.

If these terms, as stated above, are understood and agreeable, please sign two copies of the proposal and return one to our office. Cedar reserves the right to void this contract if not accepted within 45 days.

We look forward to working with you on this project.

Sincerely,

CEDAR CORPORATION



Wendy L. Sander, AICP
Director of Municipal Services – Menomonie

WLS/br

Attachment: Standard Conditions

CITY OF ONALASKA

By: _____
Joe Chilsen, Mayor

By: _____
Caroline Burmaster, Clerk

Approved as to content, form and execution, this ____ day of _____, 2019.

, City Attorney

**CITY OF ONALASKA
STANDARD SERVICES AGREEMENT**

This Agreement (with Exhibits, the “Contract”) is entered into this ___ day of August, 2019 by and between the City of Onalaska (hereinafter “City”), and Cedar Corporation, (hereinafter “Service Provider”), with an address of 604 Wilson Avenue, Menomonie, Wisconsin.

WHEREAS, the City sought proposals for a needs assessment (the “Services”); and

WHEREAS, Service Provider responded pursuant to the proposal attached hereto as Exhibit A and incorporated herewith (the “Proposal”); and

WHEREAS, the City wishes to move forward with Service Provider to provide the Services as set forth in the Proposal.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties agree as follows:

1. The City agrees to retain Service Provider to provide the Services to the City pursuant to the terms set forth in the Proposal. The Services described in the Proposal and in this Contract are collectively (the “Service Provider Obligations”).
2. Service Provider shall perform the Service Provider Obligations in a commercially reasonable and timely manner.
3. Service Provider shall deliver all reports required by the Service Provider Obligations in a commercially reasonable timeframe.
4. Service Provider shall provide any reasonable additional services to the City at Service Provider’s customary rate for services.
5. The City agrees to pay Service Provider on the basis set forth in the Proposal. No reimbursement or payments for travel and lodging shall be in excess of the allowable IRS regulations for travel and lodging in La Crosse County, Wisconsin or shall be made without prior written authorization from the City.
6. . Service Provider agrees that all plans, designs, electronic and computer data and imagery relating to the Services are the property of the City and shall be presented to the City at no additional cost upon written request. Service Provider shall reasonably cooperate with the City in responding to any Wisconsin Public Records requests. Reuse of any documents or other deliverables including electronic media, pertaining to the Services, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Service Provider for the specific purpose intended shall be at the City’s risk. Further all title blocks shall be removed if and when the City provides

deliverables in electronic media to another entity. The City agrees to furnish Service Provider with all reports, studies, and similar information in its possession relating to the Services. Service Provider may rely upon City furnished information without independent verification in performing the Service.

7. Service Provider shall, at its sole expense, maintain in effect at all times during the term of this Contract, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.
 - I. Commercial General Liability – REA shall provide and maintain a commercial general liability with the following limits:
 - a. General Liability – One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage.
 - b. Umbrella Liability – Two million dollars (\$2,000,000) following form excess of the primary General Liability and Automobile Liability. Coverage is to duplicate the requirements as set forth herein.
 - II. Required Provisions – The general liability umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - a. The City of Onalaska, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status as respects liability arising out of activities performed by or on behalf of Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to the City of Onalaska, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
 - b. For any claims related to this project, Service Provider's insurance shall be primary insurance as respects to the city of Onalaska, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained employees, or authorized representatives or volunteers shall not contribute to it.
 - c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Onalaska, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
 - d. Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- e. Each insurance policy required by this Contract shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or Service Provider, except after thirty (30) day (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Onalaska, or upon termination of this Contract for inspection services.
- f. Such liability insurance shall indemnify the City of Onalaska, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by Service Provider for damages on account of such bodily injury (including death), property damage and personal injury.
- g. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Onalaska, and shall have a minimum A.M. Best's rating of B.

III. Evidences of Insurance – Prior to execution of this Contract, Service Provider shall file with the City of Onalaska a certificate of insurance (accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Contract. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

- 8. To the fullest extent permitted by law, the Service Provider, and its agents, employer, and employees shall defend, indemnify and hold the City of Onalaska harmless for the cost of the defense of any claim, demand, suit or cause of action made or brought against the City of Onalaska arising from the negligent actions of Service Provider, including, but not limited to, court costs, attorneys' fees, and other expenses of any kind whatsoever arising in connection with the defense of the City of Onalaska. The City may require Service Provider to assume and take over the defense of the City of Onalaska for any such claim, demand, suit or cause of action, upon timely notice and demand for same by the City. Service Provider, its agents, employer and employees shall defend, indemnify and hold the City of Onalaska and harmless against all judgments resulting from any legal actions, suits, claims or demands against the City of Onalaska related to the acts of Service Provider.
- 9. The parties intend that any dispute or controversy arising out of or relating to the Contract, be resolved informally, if possible, through good faith negotiation. Therefore, in the event of a dispute or controversy, the parties shall promptly notify each other, in writing, of the specifics of such dispute or controversy and arrange to meet in an attempt to reach a resolution of the dispute or controversy.

10. The terms of this Contract shall run from the date of this Contract through completion of the Service Provider Obligations.
11. Service Provider acknowledges that Service Provider is an independent contractor and not an employee of the City
12. Service Provider shall not assign this Contract to any other person, firm or business, without the prior written approval of the City, it being the express intention of the parties that all services to be performed shall only be performed by Service Provider.
13. This Contract may not be modified except in writing signed by both parties.
14. The parties signing this Contract represent that they do so with full authority.

IN WITNESS WHEREOF, Service Provider has caused this Contract to be executed by its President and the City by its Mayor and City Clerk the day and year first above written.

CITY OF ONALASKA

SERVICES PROVIDER

By: _____
 Name: Joe Chilsen
 Title: Mayor

By: 
 Name: Wendy Sander, AICP
 Title: Director of Municipal Services - Menomonie

By: _____
 Name: Caroline Burmaster
 Title: Clerk

Approved as to content, form and execution, this ____ day of _____, ____.

 _____, City Attorney



Superior Technology Group LLC.

**iCrimeFighter Quotation
Onalaska Police Department
6/7/2019 (quote good for 30 days)**

Annual Onalaska Police Department subscription to iCrimeFighter:

Users

- 28 Subscriptions of iCrimeFighter Enterprise and iCrimeFighter.com
-\$240 per year per user*
-Includes Technical Support, storage and all software updates
-The yearly fee is for mobile users only. Admin staff will have login access for no yearly fee.

Total
\$6,720/yr.

Authorized signer:

Name & Title

Signature

Date

*Agreement
forthcoming
(under review)*

Resolution No. 35-2019

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY
\$1,510,000 GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, the City of Onalaska, La Crosse County, Wisconsin (the "City") is presently in need of approximately \$1,510,000 for the public purpose of refunding its Taxable General Obligation Corporate Purpose Bonds (Build America Bonds - Direct Payment), dated April 1, 2010; and

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to borrow said funds through the issuance of general obligation refunding bonds.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Issuance of the Bonds. The City shall issue its General Obligation Refunding Bonds in an approximate amount of \$1,510,000 (the "Bonds") for the purpose above specified.

Section 2. Sale of Bonds. The Common Council hereby authorizes and directs the officers of the City to take all actions necessary to negotiate the sale of the Bonds to Robert W. Baird & Co. Incorporated ("Baird"). At a subsequent meeting, the Common Council shall take further action to approve the details of the Bonds and authorize the sale of the Bonds.

Section 3. Official Statement. The City Clerk (in consultation with Baird) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Adopted, approved and recorded August 13, 2019.

CITY OF ONALASKA

Joe Chilsen
Mayor

Caroline L. Burmaster
City Clerk

(SEAL)