

# CITY OF ONALASKA MEETING NOTICE

**COMMITTEE/BOARD:** Administrative & Judiciary Committee  
**DATE OF MEETING:** November 2, 2016 (Wednesday)  
**PLACE OF MEETING:** City Hall – 415 Main Street (Room 112)  
**TIME OF MEETING:** 6:00 P.M.

## **PURPOSE OF MEETING**

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

### **Consideration and possible action on the following items:**

#### **Administrative**

4. Approval of Operator's Licenses as listed on report dated November 2, 2016.
5. Approval of Class B Liquor License for Central Florida Restaurants, Inc. d/b/a TGI Friday's, 9430 State Road 16, Onalaska, WI.
6. Approval of Change of Agent for Central Florida Restaurants, Inc. d/b/a TGI Friday's, 9430 State Road 16, Onalaska, WI to John L. Hartnell Jr.
7. Review and consideration of the request from Margaret Collins regarding cemetery graves One (1) and Two (2) in Lot Three (3) in Block Seventy-Three (173).
8. Approval of Special Events Permit for American Cancer Society Sole Burner Walk/Run on April 23, 2017 from approximately 6am – 2pm starting at 2700 Midwest Drive, Onalaska.
9. Miscellaneous licensing reporting

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

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

#### **NOTICES MAILED TO:**

Mayor Joe Chilsen  
\* Ald. Barry Blomquist - Chair Jud & Vice Chair Admin  
Ald. Jim Olson  
\* Ald. Bob Muth.- Chair Admin & Vice Chair Jud  
Ald. Jim Bialecki  
Ald. Harvey Bertrand  
\*Ald. Jim Binash  
City Attorney Dept Heads  
La Crosse Tribune Onalaska Holmen Courier Life  
WXOW WKTY WLXR WKBT WLAX

\*Committee Members

Margaret Collins  
David Lardinois / American Cancer Society  
  
  
  
  
  
  
  
  
  
  
Omni Center  
Onalaska Public Library

Date Notices Mailed and Posted: 10/26/16

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.

## Judiciary

10. **Ordinance 1569-2016** to amend Chapter 2 of Title 6, Section 2 of the Code of Ordinances of the City of Onalaska relating to construction and repair of sidewalks  
(Third and Final Reading)
11. **Ordinance 1572-2016** to amend Section 3 of Chapter 2 of Title 15, of the Code of Ordinances of the City of Onalaska, relating to applicability and jurisdiction of construction sites and excavation erosion control (Third and Final Reading)
12. **Ordinance 1575-2016** to amend Article D of Chapter 1 of Title 15, of the Code of Ordinances of the City of Onalaska, relating to the Electrical Code  
(First and Second Reading)

Adjournment

PACKET: 01707 License Packet Nov Operators

SEQUENCE: License #

ID	PERIOD	-----NAME-----		LICENSE CODE
00281	10/06/16- 6/30/18	MADSEN	MARK	OPRATOR OPERATORS - 2 YEAR
01699	10/06/16- 6/30/18	OELKE	ELIZABETH	OPRATOR OPERATORS - 2 YEAR
01849	10/18/16- 6/30/17	GEMPELER	HEIDI	OPRATOR OPERATORS - 1 YEAR
01860	10/25/16- 6/30/18	KIRCHNER	EMILY	OPRATOR OPERATORS - 2 YEAR
01861	10/25/16- 6/30/18	JONES	MACKENZIE	OPRATOR OPERATORS - 2 YEAR
01862	10/25/16- 6/30/18	HANSON	CASSANDRA	OPRATOR OPERATORS - 2 YEAR
01863	10/25/16- 6/30/18	SKRENTNY	ALLISON	OPRATOR OPERATORS - 2 YEAR
01864	10/25/16- 6/30/18	BOLDON	CHELSEY	OPRATOR OPERATORS - 2 YEAR
01865	10/25/16- 6/30/18	CLAUSSEN	ASHLEY	OPRATOR OPERATORS - 2 YEAR
01866	10/25/16- 6/30/18	JOHNSON	ZACHARY	OPRATOR OPERATORS - 2 YEAR
01867	10/25/16- 6/30/18	SIVERHUS	KARI	OPRATOR OPERATORS - 2 YEAR
04863	10/10/16- 6/30/17	WALKER	STEVEN	OPRATOR OPERATORS - 1 YEAR



# SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of:  Town  Village of Onalaska County of La Crosse  
 City

The undersigned duly-authorized officer(s)/members/managers of Central Florida Restaurants, Inc.  
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as  
TGI Friday's  
(trade name)

located at 9416 Highway 16, Onalaska, WI 54650

appoints John Leonard Hartnell, Jr.  
(name of appointed agent)

8571 Ventana Drive. #4302, Oak Creek, WI 54154  
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes  No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course?  Yes  No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 51 years

Place of residence last year 8571 Ventana Drive. #4302, Oak Creek, WI 54154

For: \_\_\_\_\_  
(name of corporation/organization/limited liability company)

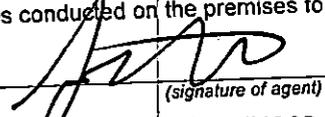
By: \_\_\_\_\_  
(signature of Officer/Member/Manager)

And: \_\_\_\_\_  
(signature of Officer/Member/Manager)

### ACCEPTANCE BY AGENT

I, John L. Hartnell Jr., hereby accept this appointment as agent for the  
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

  
(signature of agent)

8-21-16  
(date)

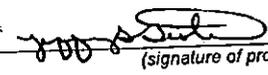
Agent's age 51

8571 Ventana Drive. #4302, Oak Creek, WI 54154  
(home address of agent)

Date of birth 09/09/1965

### APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 10-19-16 by   
(date) (signature of proper local official)

Title Chief of Police  
(town chair, village president, police chief)

## Holter, Jarrod

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**From:** Meg Collins and Richard Pegg <megnpeg@comcast.net>  
**Sent:** Wednesday, October 19, 2016 4:27 PM  
**To:** Holter, Jarrod  
**Subject:** Collins Cemetery Plots Errors & Proposal  
**Attachments:** Cemetery Deed, City of Onalaska.pdf

Dear Jarrod,

Thank you for taking the time to talk with me today regarding my father's two cemetery plots which he inherited from his parents. My father, John Ellsworth Collins is 89, in good health, but very hard of hearing, therefore, it is easier for him if I make the phone calls. However, if at any time you need to speak with him he would be happy to work with you.

On July 15, 2016 my father clarified with Mr. Joe Barstow which cemetery plots were held the name of Ellsworth E. Collins. Mr. Barstow confirmed cemetery Block #73, Lot #3, Graves #3 & #4, and that Ellsworth and Gertrude Collins were buried in graves #1 & #2. On the 15<sup>th</sup> July, my father applied to transfer the two inherited plots from his deceased father, Ellsworth E. Collins to him. Stacy Wilk assisted with the process and my father sent a letter and a check for \$120.00 to cover the transfer of the two plots (\$60.00 per plot fee). We also inquired about whether the city would buy back the two plots, but were advised that was no longer being done.

We duly received the cemetery deed in my father's name dated July 20<sup>th</sup>, 2016 (see attached PDF). As it was my father's intention to sell these plots we made inquires locally and placed a classified ad based on the executed deed held with the exact plots for sale (Deeded Block, Lot and Grave numbers) listed in the La Cross Tribune at a cost of \$36.80. Eventually, our local connection expressed an interest in purchasing the plots. However, when our prospective buyer went to view the plots, they noticed that the numbering seemed incorrect. They returned for a second viewing and sent photos which suggested that Ellsworth and Gertrude were buried in fact in plots 3 and 4 and that plots 1 and 2 were the empty plots.

On Friday, September 30<sup>th</sup>, I telephone Joe Barstow who contacted Dan McDonald to verify the status of plots 3 and 4. Then on October 3<sup>rd</sup>, my father received an email from Stacy Wilk explaining that the city records were incorrect and that plots 3 and 4 were occupied while plots 1 and 2 were empty. Unfortunately, while investigating, it was *"discovered that the space for plots 1 & 2 (which should be 8 feet) is not correct. Due to the fact that some of the graves on either side of this block were not measured correctly and there is only 6½ feet remaining."*

Whilst we appreciate the city's offer to "trade" our shortened plots for two other full size plots elsewhere, this presents potential problems for us. Unfortunately, the city, albeit sometime ago, made the errors and we had to draw attention to the mistake.

There seem to be two issues here:

1. If we had wanted to use the owned plots for full burial next to immediate family members we couldn't due to the error.
2. We placed an ad and found a potential buyer based on the city's information and now, if our buyer wishes to purchase the plots currently owned they would not be full sized plots and their use would be limited to 2 cremains or 1 cremain and 1 burial.

My grandparents purchased all the plots on good faith that all four were and would be full sized plots in that specific location. This is not what my father currently owns. Therefore, in light of this and the time and money expended, we would ask the city to consider buying back these two plots. We understand that new plots sell for \$780 each, but naturally we would be open to a lesser amount in light of the city's consideration of our proposal.

Again, thank you for your time and for passing this letter on to the members of the committee for review. Please contact me should you have any questions

Margaret Collins for John E. Collins  
[megnpeg@comcast.net](mailto:megnpeg@comcast.net)  
303-471-1524

**COLLINS' FAMILY GRAVES**

5

NELLIE WESTERHOUSE

HOWARD  
WESTERHOUSE

5

CHESTER B  
HODGDON

Buried  
1946

4

GERTRUDE  
COLLINS

Buried  
2002

GEORGE  
MAIRICH

3

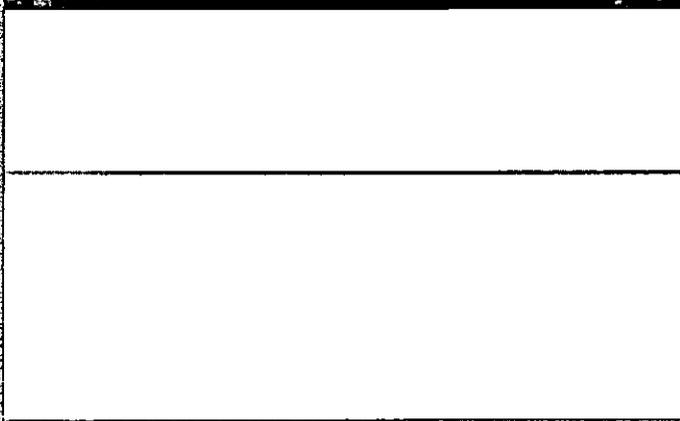
ELLSWORTH  
COLLINS

Buried  
1982

EMMA  
MAIRICH

Gertrude & Ellsworth's Graves intrude 1.5 ft into Grave 2. Thus leaving only a 2.5 ft width for Grave 2

2



1

MIKE B  
OLSON

1

MARIE  
REDER

JODONNA HALD

Block: 73 Lot: 3  
Graves 1 - 5

Graves



EMPTY



OCCUPIED

N



Collins, John E

Vol. IX, Pg. 85

20998 Woodside Ln

Parker, CO 80138

(720)870-0515

\*\*\*transferred from Ellsworth E Collins\*\*\*

Block 73 Lot 3 Grave 3 -

Grave 3 -

✓  
COLLINS, ELLSWORTH E.

Deed In Volume 111 page 194

1946 - Lot three (3) in block seventy three (73)

May 4, 1946

100.00

June 1, 1946

1.00

May 4, 1946

1.00

Sept. 12, 1946 perpetual care paid

25.00

X GRAVE 4 - Gertrude Collins 8-16-02

GRAVE 3 - Ellsworth Collins - 1-13-82

GRAVE 2 - Vacant

GRAVE 1 - Vacant

GRAVE 5 - Chester B. Hagdon - 5-1946

\*\*\*\*transferred graves 3 & 4 to John E Collins 7/19/16

Vol. IX, Pg. 85

Ellsworth E. Collins

Know All Men By These Presents, That the City of Onalaska, in the County of La Crosse, and State of Wisconsin, for and in consideration of Fifty (50) Dollars, paid to the Treasurer of said City before the delivery of these presents, have granted, bargained and sold unto Ellsworth E. Collins of Onalaska, of the County of La Crosse and State of Wisconsin Lot no. 3 in Block no. 73 of the Recorded plat of Onalaska Cemetery, situated in said City of Onalaska, which said recorded plat, together with the acknowledgement and certificate thereon, shall govern the interest hereby conveyed

Signed, sealed and delivered  
this 4th day of May, 1946.

Attest:  
Ella Millard  
City Clerk

Ben C. Bias,  
Mayor

✓ Ellsworth E. Collins  
Deed in Vol. 111 Page 194

1946

Lot 3 Blk 73

May 4 1946

June 1 1946

1946

# 100 May 4

Sept 12

By cash

Perpetual care

# 100

2500



REC#: R00060345 10/25/2016 04864  
 2:01 PM  
 TRAN: 30 LICENSES  
 OPER: 02 TERM: 2  
 TKBY : CASH 02

# CITY OF ONALASKA

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

04864-04/23/17 AMERICAN CANCER SOCIETY  
 SPECIAL EVENT 500-999 350.00CR

Paid By: DAVID LARDINOIS  
 CD 357.00 AUTH: 023635 REF: 9W

## SPECIAL EVENT PERMIT APPLICATION

### GENERAL EVENT INFORMATION

APPLIED 357.00  
 TENDERED 357.00

Official Name of Special Event: Sole Burner - Coulee Region CHARGE 8.00

Start Date: 4/23/2017

End Date: 4/23/2017

	MON	TUES	WED	THURS	FRI	SAT	SUN
Setup						6:00 am	6:00 am
Start						8:00 am	8:00 am
End						1:00 pm	1:00 pm
Cleanup						2:00 pm	2:00 pm

Location of Event:  Park/Public Property \_\_\_\_\_  
 Public Street/Sidewalk/Alley/Right of Way \_\_\_\_\_  
 Private Property 4285 Rudy St. Ste. 103 2700 Midwest Dr. Onalaska, WI  
 Other \_\_\_\_\_

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

Midwest Drive, Theater Rd, Rudy, Braund, PH, Sycamore, Gilster, Mayfair Court Rd, Court Rd

Location of Event Parking: Available at UHC and area business which are closed on Sundays

Estimated Attendance Per Day:

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

Estimated Attendance Entire Event:

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

Number of Booths:

0-24     25-49     50-74     75-100     100+

Advertising Will Consist of:

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

Type of Event:

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

Event Will Have:

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

Permit & Other Requirements:

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

Arrangements Have Been Made For:

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

In the Event of Severe Weather:

Open and Available Shelter Locations Will Include:

United Healthcare building will be open in case of Severe Weather

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

David Lardinois, Community Manager Special Events, 920-858-3223,  
David.Lardinois@cancer.org

Public Safety Site Plan:

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

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

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

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

We are changing the name of our event from previous years from the Sole Burner - Hula Hustle to the Sole Burner - Coulee Region. In addition, we are changing the 5K route so that the Start/Finish does not block the area restaurant located adjacent to United Healthcare.

Organization(s) Sponsoring Event:

Name: American Cancer Society  
Address: 1285 Rudy St. Ste. 103  
City: Onalaska State WI Zip 54650

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

Check this box to send invoices to this organization.

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

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

Check this box to send invoices to this organization.

**CONTACT INFORMATION**

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

Primary Contact: David Lardinois  
Daytime Phone: 608-783-5001 x 104 Cell #: 920-858-3223  
Email: David.Lardinois@cancer.org  
Address: 1285 Rudy St. Ste. 103  
City: Onalaska State \_\_\_\_\_ Zip 54650  
Secondary Contact: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_ Cell #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### EMERGENCY CONTACT INFORMATION

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

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

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

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

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

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

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

### EVENTS PERMIT FEE SCHEDULE

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

#### PERMITTYPE

#### PERMIT FEE

PARADES

\$0

SPECIAL EVENT

0 – 299 Participants = \$0  
300 – 499 Participants\* = \$250.00  
500 – 999 Participants\* = \$350.00  
Over 1,000 Participants\* = \$500.00  
Events two (2) or more days: = \$100.00\*\*

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

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

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

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

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

I am requesting the following changes or upgrades:

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

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

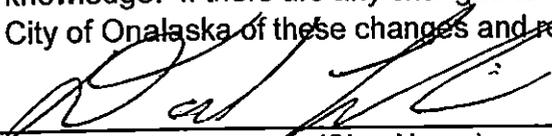
I have reviewed and understand the City's Insurance Requirements for Special Events as described in this document.

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

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

SIGNATURE

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

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

10/24/16  
\_\_\_\_\_  
(Date)

David Lardinois  
\_\_\_\_\_  
(Print Name)

Community Manager of Special Events  
\_\_\_\_\_  
(Print Title with Organization)

Return Completed Applications To:

Cari Burmaster, City Clerk

415 Main Street, Onalaska, WI 54650

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



**CITY OF ONALASKA**

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

Special Event Name:	Sole Burner - Coulee Region
Special Event Location:	2700 Midwest Dr., Onalaska, WI 54650
Event Organizer(s):	David Lardinois, American Cancer Society

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

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

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

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

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

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

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

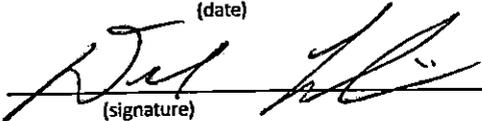
The individual(s) signing this Agreement has the authority to enter into this Agreement on behalf of the Organizer of the Special Event and have read and understand the Agreement.

**EVENT ORGANIZER**

**CITY OF ONALASKA**

Oct. 24, 2016

(date)



(signature)

David Lardinois

(print name)

Organizer

(title)

(signature)

(print name)

(title)

10-26-16

(date)



City Clerk

Mayor

# SPECIAL EVENT CONTINGENCY PLAN

## For Review Only

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

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

If the weather forecast includes bad weather, will the event be cancelled? If so, how will attendees be notified?  
Develop a plan for the sudden onset of severe weather. Where will the people go and who is designated to assist in their safe arrival at the safe refuge place?  
Is there an area of safe refuge in case of tornado?

### Medical issues

Where will ambulance access to the event be in case one is needed? Who will conduct crowd control in the event of a medical emergency?  
Will a first aid station, with trained first aid provider, be provided at the event? Where?  
If applicable, is there adequate shade to prevent heat stroke? Will water be provided? Where?

### Crowd Control

Who will monitor the barricades?  
Who will work the entry gates? Maintain egress and access?  
Who will patrol the area to prevent incidents from getting out of control?  
Develop a plan for those patrolling the crowd of what to do if they encounter unruly behavior. Have communication equipment.

### Security

Will there be Police Officers providing security? If so, contact the Police Department for applicable requirements or guidelines relating to the number necessary.  
If volunteers or private agencies provide security, will they have appropriate phone numbers for EMS, Fire, and Police?  
If applicable, what will security officials do if non-paying attendees breach the gate/perimeter? If a complaint is received, for example, for loud music, how and who will handle the complaint? Provide communications equipment. Portable radios, cell phones, and access to land lines.  
If applicable, secure monies in an area not accessible to the attendees.

### Logistics

Where will there be, or will there be, a staging area for support staff? What time will the crowd be disbursed and by whom?  
Who will conduct clean up?  
Remember to maintain fire lanes and access roads.  
Appoint one person to oversee and take responsibility for the event. Who? Will an adequate amount of restroom facilities be provided? Where?  
Is there adequate safe parking provided? Where?



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

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

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

a. Commercial General Liability.

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

b. Insurance must include:

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

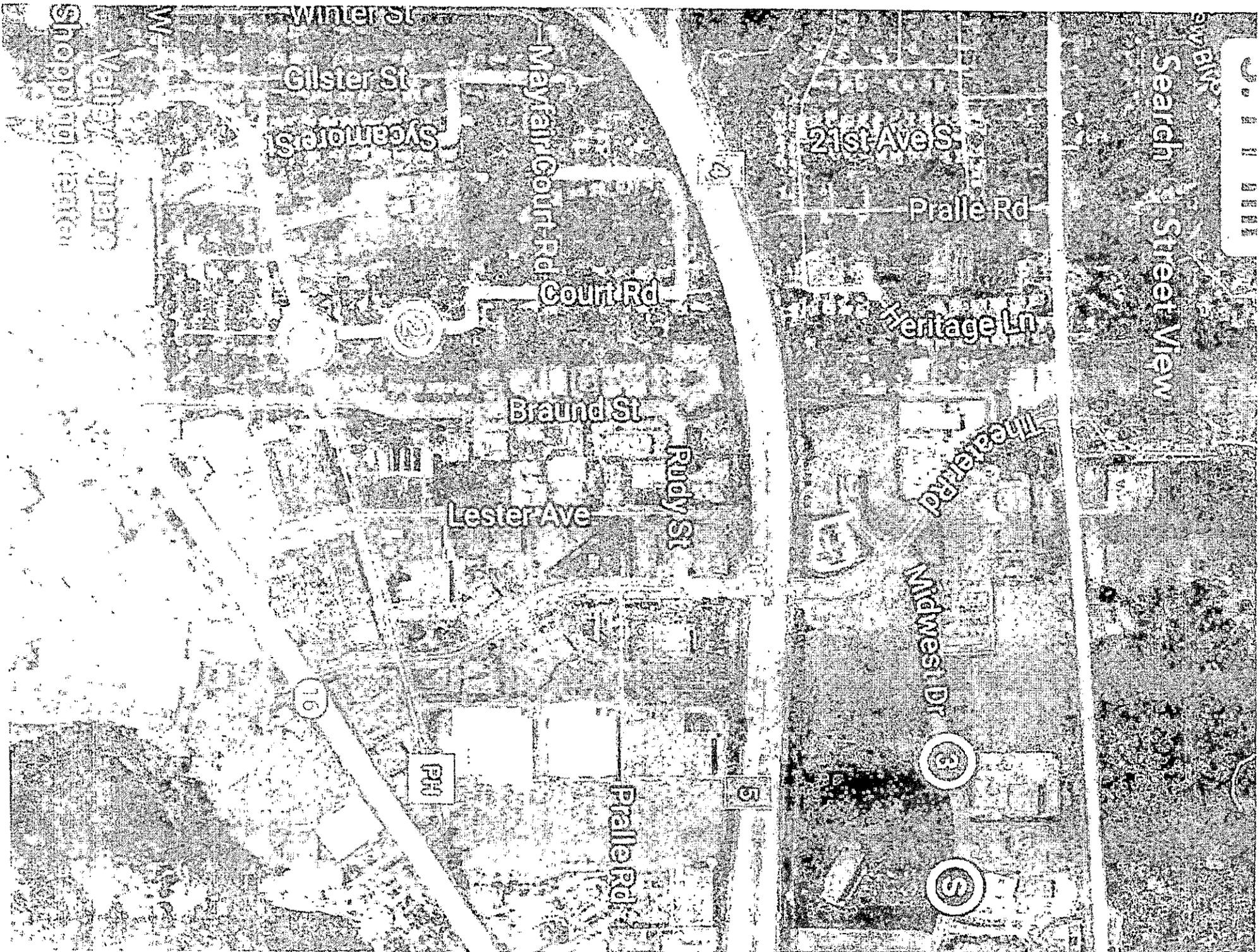
2. Business Automobile Coverage. Such coverage is required if motor vehicles are used in relation to and before, during or after the event. This requirement does not apply to cover personal vehicles used by attendees or event personnel to arrive or depart from the event. Coverage limits shall be no less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

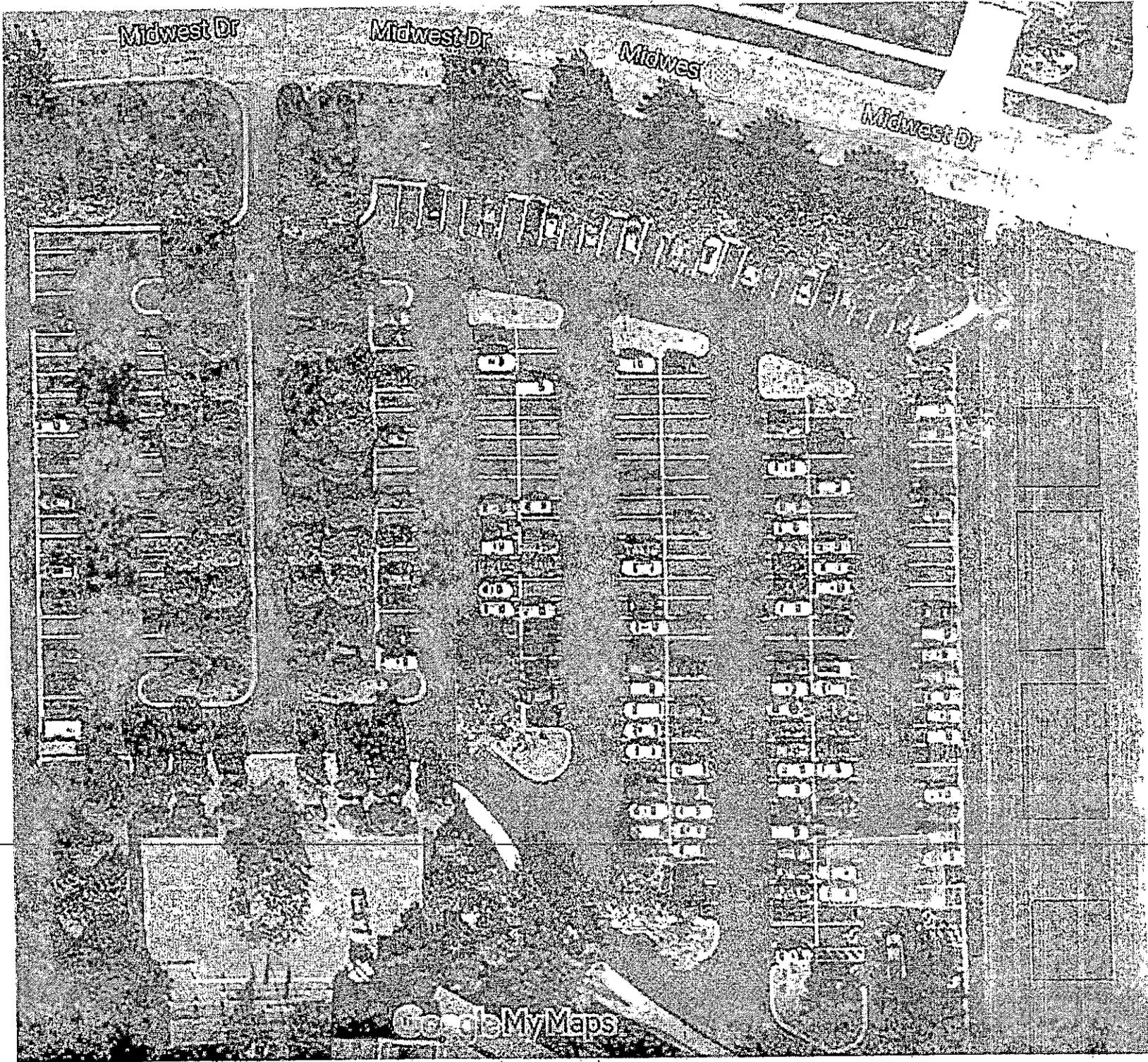
3. Worker's Compensation and Employers Liability. Proof of such coverage shall be required consistent with Wis. Stats. Chap. 102 or any applicable Worker's Compensation Statutes of a different state. Coverage limits shall be no less than \$100,000 each accident, \$500,000 disease policy limit and \$100,000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

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

**FOR OFFICE USE ONLY**

City Clerk	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: <u>10-26-16</u>
Fire Dept	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: _____
Police Dept	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: _____
Public Works	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: _____
Planning	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: _____
Parks & Rec	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: _____
Site Diagram Sketch Attached: <input type="checkbox"/> YES <input type="checkbox"/> NO				
GIS Dept.	Map Prepared: ____/____/____			
Insurance Required: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO      Certificate of Insurance on File: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO      COI Expires: <u>9/1/2017</u>				
Special Class B License Required: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO      Date of Special Class B Application: ____/____/____				
Approved By A&J: ____/____/____			Date License Issued: ____/____/____	
License No: _____				





Midwest Dr

Midwest Dr

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Midwest Dr

Google My Maps

# Liability Insurance

## Endorsement

*Policy Period*                    SEPTEMBER 1, 2016 TO SEPTEMBER 1, 2017  
*Effective Date*                OCTOBER 24, 2016  
*Policy Number*                3594-34-63 RMG  
*Insured*                         AMERICAN CANCER SOCIETY INC  
*Name of Company*            FEDERAL INSURANCE COMPANY  
*Date Issued*                    OCTOBER 24, 2016

This Endorsement applies to the following forms:

### GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

#### **Who Is An Insured**

#### **Additional Insured - Scheduled Person Or Organization**

Persons or organizations shown in the Schedule are insureds; but they are insureds only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

**Liability Endorsement**  
(continued)

**Conditions**

*Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization*

Under Conditions, the following provision is added to the condition titled Other Insurance.

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

---

**Schedule**

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

**City of Onalaska and its officers, council members, agents, employees and authorized**  
415 Main Street  
Onalaska, WI 54650

**Event:**  
COIR00004303 Sole Burner - Coulee Region 5K Walk/Run 2700 Midwest Dr. Onalaska, WI 54650  
April 23, 2017 (mm)

All other terms and conditions remain unchanged.

Authorized Representative \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/24/2016

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

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

<b>PRODUCER</b> Commercial Lines – (404) 923-3700 Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	<b>CONTACT NAME:</b> Jennifer Lefler <b>PHONE (A/C, No, Ext):</b> 404-923-3663 <b>FAX (A/C, No):</b> 877-362-9069 <b>E-MAIL ADDRESS:</b> jennifer.l.lefler@wellsfargo.com														
<b>INSURED</b> American Cancer Society, Inc. 250 Williams Street  Atlanta, GA 30303	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER B: Pacific Indemnity Company</td> <td style="text-align: center;">20346</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B: Pacific Indemnity Company	20346	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**
**CERTIFICATE NUMBER: 11000425**
**REVISION NUMBER: See below**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		35943463	09/01/2016	09/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			73563471	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71741355	09/01/2016	09/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: COIR00004303    Sole Burner - Coulee Region    5K Walk/Run    2700 Midwest Dr. Onalaska, WI 54650    April 23, 2017 (mm)

City of Onalaska and its officers, council members, agents, employees and authorized are included as an additional insured on a primary, non-contributory basis in accordance with the terms and conditions of the general liability policy and only if required by written contract

**CERTIFICATE HOLDER**
**CANCELLATION**

City of Onalaska 415 Main Street Onalaska, WI 54650	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Jeanne Brando</i></p>
---	--

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10/26/2016 12:40 PM

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

LICENSES: ALL

SORTED BY: LICENSE NUMBER

EFFECTIVE

LICENSE CODES: Include: RECBURN-E

EXPIRATIC

CLASSES: All

COMMENT:

STATUS: ACTIVE

PAY STATU

CITY LIMITS: INSIDE, OUTSIDE

ID	CODE	NAME/ PROPERTY ADDRESS	STATUS	CLASS/ REPORT	ORIG/ RENEW	TERM/ PRINTED
01707 10/07/16-12/31/17	RECBURN-E	ZIOLEK 619 OAK AVE N	REBECC ACTIVE	REC BURN REC BURN	10/07/2016	10/17/2016
01859 10/25/16-12/31/17	RECBURN-E	ROUSE 2416 CEDAR CREEK LN	DOUGLA ACTIVE	REC BURN REC BURN	10/25/2016	
03802 10/18/16-12/31/17	RECBURN-E	ROESLER 713 DUTTON ST	JILL ACTIVE	REC BURN REC BURN	4/02/2014	10/18/2016
04862 10/07/16-12/31/17	RECBURN-E	STAATS 713 GROVE	SARAH ACTIVE	REC BURN REC BURN	10/07/2016	10/17/2016

REPORT TOTALS:

4 LICENSES

**ORDINANCE NO. 1569-2016**

**AN ORDINANCE TO AMEND CHAPTER 2 OF TITLE 6,  
SECTION 2 OF THE CODE OF ORDINANCES OF THE CITY OF ONALASKA  
RELATING TO CONSTRUCTION AND REPAIR OF SIDEWALKS**

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

SECTION I. Title 6, Chapter 2, Section 2, Subsection (c)(1) of the City of Onalaska Code  
of Ordinances related to Special Assessments for Sidewalks is hereby created as follows:

- (1) Special assessments levied to defray the costs of repairing sidewalks damaged by  
City owned trees placed on the boulevard shall be split equally between the City of  
Onalaska and the property owner for all City administered repairs. Where the  
property owner's portion of the fee exceeds \$100, the property owner shall be  
allowed to pay the fee in equal installments as set forth in Section (c) above.

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 \_\_\_\_\_, 2016.

CITY OF ONALASKA

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

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

PASSED:  
APPROVED:  
PUBLISHED:

FISCAL IMPACT OF ORDINANCE 1569 – 2016

Please route in this order

Jarrold Holter, City Engineer

CJH wt 9-19-16  
(signature)

No Fiscal Impact

Budgeted Item **THROUGH CAPITAL IMPROVEMENTS BUDGET**

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

Fred Buehler, Financial Services Director

Fred Buehler 9-19-16  
(signature)

No Fiscal Impact

Budgeted Item

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

ORDINANCE NO. 1572-2016

AN ORDINANCE TO AMEND SECTION 3 OF CHAPTER 2 OF TITLE 15, OF THE CODE OF ORDINANCES OF THE CITY OF ONALASKA RELATING TO APPLICABILITY AND JURISDICTION OF CONSTRUCTION SITES AND EXCAVATION EROSION CONTROL

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

SECTION I. Subsection (a) of Section 3 of Title 15, Chapter 2, of the City of Onalaska Code of Ordinances related to the Applicability is hereby deleted in its entirety and replaced as follows:

**Sec. 15-2-3 Applicability and Jurisdiction.**

**(a) Applicability.**

(1) This ordinance applies to a construction site with land disturbing construction activity except as provided under sub. (b).

(2) This ordinance does not apply to the following:

- a. A construction project that is exempted by federal statutes or regulations from the requirement to have a national pollutant discharge elimination system permit issued under chapter 40, Code of Federal Regulations, Part 122, for land disturbing construction activity.
- b. Land development and land disturbing activities exempted by State or Federal law, including highway construction projects.
- c. Nonpoint discharges from agricultural facilities and practices.
- d. Nonpoint discharges from silviculture activities.
- e. Agricultural or horticultural activities, landscaping activities of one/half (0.5) acre or less, the construction or maintenance of a septic system or associated drain field or any project involving excavation or fill of less than one hundred (100) cubic yards of earth and quarry operations governed by City Ordinance 7-10-5.
- f. Solid waste disposal facility activities covered under a WDNR approved plan of operation that includes stormwater and erosion control standards as defined in NR 504.09, Wisconsin Administrative Code.

(3) Notwithstanding the applicability requirements in paragraph (1), this ordinance applies to construction sites of any size that, in the opinion of the Land Use and Development Director or their designee, are likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, that causes undue channel erosion, that increases water pollution by scouring or the transportation of particulate matter or that endangers property or public safety.

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 \_\_\_\_\_, 2016.

CITY OF ONALASKA

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

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

PASSED:  
APPROVED:  
PUBLISHED:

FISCAL IMPACT OF ORDINANCE 1572 – 2016

Please route in this order

Katie Aspenson, Interim Land Use & Development Director  
(let Joe Barstow review all annexation ordinances)

Katie Aspenson 9-26-16  
(signature)

No Fiscal Impact

Budgeted Item

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

Jarrold Holter, City Engineer

Jarrold Holter 9-27-16  
(signature)

No Fiscal Impact

Budgeted Item

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

**ORDINANCE NO. 1575-2016**

**AN ORDINANCE TO AMEND ARTICLE D OF CHAPTER 1 OF TITLE 15,  
OF THE CODE OF ORDINANCES OF THE CITY OF ONALASKA RELATING TO  
THE ELECTRICAL CODE**

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

SECTION I. Article D, Title 15, Chapter 1, of the City of Onalaska Code of  
Ordinances related to the Electrical Code is hereby deleted in its entirety and replaced as  
follows:

**Article D: Electrical Code**

**Sec. 15-1-70 Application of Provisions of the Electrical Code.**

- 1) **General.** This Article shall be known as the "Electrical Code of the City of Onalaska" and will be referred to in this Chapter as "this Code" or "this Article."
- 2) **Purpose.** The purpose of this Electrical Code is the practical safeguarding of persons and property from hazards arising from the installation and use of electricity; and to establish rules and fees for the issuance of permits, and the inspection of all electrical and low voltage work covered under the scope of this article.
- 3) **Scope.** This code shall apply to the installation, re-construction, alteration, extension and repair of wiring and equipment for heat, light, power, control, voice, data, CATV, fire alarm, security systems and other low voltage work. Materials, fittings, devices, appliances, luminaries, apparatus and the like used as part of or in conjunction with said installations shall be referred to in this Code as "Equipment" or "Electrical Equipment" unless specifically stated otherwise.
- 4) **Conflict.** No part of this Article shall be interpreted to prevent the enforcement of other City ordinances or regulations which prescribe standards equal to or more stringent than the standards established by this Article.

**Sec. 15-1-71 State Regulations Adopted**

- 1) **Adopted by Reference.** Chapter 101, Wis. Stats.; SPS 305, 316 and 320, Wis. Adm. Code together with all amendments and reinstatements are hereby adopted and by reference made a part of this Chapter with the same force and effect as though set out in full. Failure to comply with any of the provisions of the statutes or administrative rules, regulations and bulletins, shall constitute a violation of this chapter, punishable according to the penalties provided below. References in this Chapter to Wisconsin statutory section or chapter or Wisconsin Administrative Code sections or chapter describing or defining procedures or author for enactment or enforcement shall be deemed to refer to the most recent enactments of the Wisconsin Legislature describing or defining such procedures or authorities.
- 2) **To be on File.** A copy of the State Electrical Code shall be on file in the offices of the Department of Inspection.

## **Sec. 15-1-72 State of Wisconsin Electrical Licenses, Certifications, Definitions, and Exceptions.**

### **1) General**

No person, firm, corporation, institution, organization or representative thereof shall engage in the installation, alteration, re-construction, extension or any work covered under the Scope of this Article or engage in the business of said, installation, alteration, re-construction, or extension for any purpose in the City Of Onalaska without first having proper certifications, licenses and insurance as provided by this Section and per Wisconsin State Statutes and the Wisconsin Administrative Code as may be amended. Any electrical work associated with fire alarm systems regardless of voltages shall require an electrical permit without exception. A residential property owner may not install, repair or maintain electrical wiring on premises that the property owner owns and occupies as a residence, all work must be performed by an Electrical Contractor as defined in SPS 305.41 except as specified under 15-1-72(3)(b).

### **2) Definitions**

- a) **Electrical Contractor:** An Electrical Contractor is a person, firm, corporation, institution or organization licensed under SPS 305.41 of the Administrative Code.
- b) **Master Electrician:** A Master Electrician is a person licensed by the State of Wisconsin as a Master Electrician under 305.43 of the Administrative Code.
- c) **Residential Master Electrician.** A Residential Master Electrician is a person licensed by the State of Wisconsin as a Residential Master Electrician under 305.435 of the Administrative Code.
- d) **Registered Master Electrician.** A Registered Master Electrician is a person licensed by the State of Wisconsin as a Registered Master Electrician under 305.437 of the Administrative Code.
- e) **Journeyman Electrician:** A Journeyman Electrician is a person licensed by the State of Wisconsin as a Journeyman Electrician under 305.44 of the Administrative Code.
- f) **Industrial Journeyman Electrician:** An Industrial Journeyman Electrician is a person licensed by the State of Wisconsin as an Industrial Journeyman Electrician under 305.443 of the Administrative Code.
- g) **Residential Journeyman Electrician:** A Residential Journeyman Electrician is a person licensed by the State of Wisconsin as a Residential Journeyman Electrician under 305.447 of the Administrative Code.
- h) **Beginning Electrician:** A Beginning Electrician is a person registered by the State of Wisconsin as a Beginning Electrician under 305.45 of the Administrative Code.
- i) **Electrical Apprentices.** An Electrical Apprentice is a person registered by the State of Wisconsin as an Electrical Apprentice under 305.46 of the Administrative Code.
- j) **Low Voltage Installer:** Any person engaged in installing, repairing, or maintaining equipment or systems that operate at 100 volts or less.
- k) **Electrical Wiring:** means all equipment, wiring, material, fittings, devices, appliance, fixtures, and apparatus used for the production, modification, regulation, control, distribution, utilization, or safeguarding of electrical energy for mechanical, chemical, cosmetic, heating, lighting, or similar purposes, as specified under the state electrical wiring code. "Electrical wiring" does not include the equipment, wiring, material, fittings, devices, appliances, fixtures and apparatus used by a public utility, an electric cooperative or a wholesale merchant operator for the purpose of generating, transmitting, distributing or controlling heat, light, power or natural gas to its customers or members.

### **3) Exceptions**

- a) No permits are required for licensed Electrical Contractors for any electrical work that involves a total labor and material value under one thousand (\$1,000.00) dollars. If the City of Onalaska is not in agreement with the value of work, a copy of the customer paid invoice shall be made available upon request to the City. If the value is determined to be higher than the one thousand (\$1,000.00) dollar value, a double fee shall occur in addition to an inspection of the work with the contractor on-site, and in addition the City may issue citations as noted in Section 15-1-78.
- b) No permits are required for any individual, business, entity who files a Certificate of Insurance with coverage amount allowed by the City of Onalaska for any low voltage electrical work (under 100 volts) that involves a total labor and material value under two hundred (\$200.00) dollars. If the City is not in agreement with the value of work, a copy of the customer paid invoice shall be made available upon request to the City. If the value is determined to be higher than the two hundred (\$200.00) dollar value, a double fee shall occur in addition to an inspection of the work with the contractor on-site, and in addition the City may issue citations as noted in Section 15-1-78.
- c) No permits are required for low voltage work performed by a licensed Electrical Contractor that involves a total material value under ten thousand (\$10,000) dollars. If the City is not in agreement of whom is responsible for the general supervision of the low voltage work or the value of the work being done, a written notarized statement shall be required from the electrical contractor verifying general supervision and installation compliance occurred on the subject property and a copy of the customer paid invoice shall be made available upon request of the City. If the City is not in agreement with the value of work, a copy of the customer paid invoice shall be made available upon request to the City. If the value is determined to be higher than the ten thousand (\$10,000.00) dollar value, a double fee shall occur in addition to an inspection of the work with the contractor on-site, and in addition the City may issue citations as noted in Section 15-1-78.
- d) No permits are required for electrical work in the following circumstances:
  - i. A person engaged in installing electrical wiring within an existing industrial facility or existing manufacturing facility owned or leased by the person or by an entity for which the person is an agent or an employee.
  - ii. A person engaged in maintaining or repairing electrical wiring, apparatus or equipment for elevators and escalators.
  - iii. A person engaged in installing, repairing or maintaining electrical wiring, apparatus, or equipment for elevators and escalators.
  - iv. A person engaged in installing, repairing, or maintaining electrical wiring of facilities that support telecommunications service, as defined in Wis. Stat. 182.017 (1g)(cq) that is provided by a telecommunications provider, as defined in Wis. Stat. 196.01 (8)(p).
  - v. A person engaged in electrical wiring for components of a manufactured home, as defined in Wis. Stat. 101.91(2) or a manufactured building, as defined in Wis. Stat. 101.71(6), while the manufactured home or the manufactured building is at or in the facility at which it is being manufactured.
  - vi. A person employed by an electricity provider, or a subcontractor of an electricity provide, who installs, repairs, or maintains electrical wiring for equipment that is installed in the normal course of providing utility services by the electricity provider.
  - vii. A person engaged in installing, repairing, maintaining electrical wiring that provides lighting or signets for public thoroughfares and for public airports.
  - viii. A person engaged in installing, repairing or maintaining electric lines on the utility side of substations and other distribution facilities owned or operated by customers or members of electricity providers.

- ix. A person employed by an electricity provider, or a subcontractor of an electricity provider, who installs, repairs or maintains primary voltage electric facilities that are owned by the electricity provider's customers or members and that operate at greater than 600 volts.
- x. A person employed by an electricity provider, or a subcontractor of an electricity provider, who restores service during an emergency.
- e) No permits are required for any licensed Electrical Contractor who completes work specified under Wisconsin State Statute §101.862 License or Registration Required.
- f) An unlicensed individual may perform work on non-residential properties without an Electrical Contractors license upon obtaining a permit under Sec. 15-1-73 below in the following circumstances:
  - i. A person engaged in installing, repairing, or maintaining an electronic system designed to monitor a premises for the presence of an emergency, to issue an alarm for an emergency, or to detect and summon aid for an emergency.
  - ii. A person engaged in installing, repairing or maintaining manufactured equipment or utilization equipment, including ballasts, electric signs and luminaires, or any other manufactured system that is designed to provide a function that is not primarily electrical in nature if the installation, repair or maintenance only involves the modification or installation of conductors that are considered part of the equipment or system under this subsection. For purposes of this subsection, any conductor going from the disconnecting point or the nearest junction, pull or device box to the manufactured equipment or utilization equipment of the manufactured system is considered part of the equipment or system.
  - iii. A person who installs a replacement for an existing switch or outlet if the replacement switch or outlet has a rating of not more than 20 amperes.
  - iv. A person engaged in installing, repairing, or maintaining a private on-site wastewater treatment system, as defined in Wis. Stat. §145.01(12), if the activity only involves modifying a conductor going from the system's junction, pull, or device box to the nearest disconnecting point and the conductor is buried with the system.
  - v. A person engaged in installing, repairing or maintaining a pump for a well if the activity only involves installing or modifying a conductor going from the pump's junction, pull or device box to the nearest disconnecting point and the conductor is buried with the pump.
  - vi. A person or persons meeting the requirements under Wis. Stat. §101.862(5) or (6).

### **Sec. 15-1-73 Permits, Fees and Inspections**

- 1) **Permit Application:** No electrical wiring shall be installed, altered, re-constructed, extended or repaired without first obtaining an electrical permit and their required inspections, except as set forth above in 5-1-72(3) Exceptions. Said work includes low voltage work: installing, repairing, or maintaining equipment or systems that operate at 100 volts or less.
  - a) **Application for Installation, Repair or Maintenance of Electrical Wiring:**
    - i. Applications for permits shall be made and signed by a Master Electrician or their approved agent. All work performed under the Electrical Permit, shall be done under the general supervision of the Master Electrician.
    - ii. Application shall provide proof of valid license as a Master Electrician and Electrical Contractor with the State of Wisconsin.
    - iii. Application shall be made on forms provided by the Inspection Department and shall state the Electrical Contractor's permanent place of business.

- b) **Application for Low Voltage Work:** Application for low voltage shall be made by the installer on forms provided by the Inspection Department and shall include such plans, specifications, and other information as requested by the Inspection Department. No permits shall be issued to any installer who does not have a current certificate of insurance on file, or any installer who has ignored orders to correct code deficiencies or has fees, fines or penalties outstanding.

Permits shall be invalid if work is not commenced within 6-months of permit issuance and shall expire one year after permit issuance. The Electrical Inspector may extend the period not more than two times for up to an additional 180 days each.

**2) Permit Fees:**

Permit fees shall be based upon the physical value of the work to be done, as determined by the Inspection Department on the basis of current costs as set forth on the City of Onalaska Fee Schedule. Fees shall be due at the time of application.

- a. The permit fee shall be doubled when work is commenced before a permit is obtained and in addition the City may issue citations as noted in Section 15-1-78.
- b. There shall be a re-inspection fee for each occurrence as set forth on the City of Onalaska fee schedule.

**3) Electrical Inspections:**

- a. **Rough Inspection(s).** The rough inspection by the Department of Inspection shall occur within 3 business days (during a normal working week) after notification by the contractor that the wiring and equipment is roughed in, and before such work is covered up.
- b. **Final Inspection.** The final inspection by the Department of Inspection shall occur within 5 business days (during a normal working week) after written notification by the contractor that the job is completed.
- c. **Orders.** The Department of Inspection shall issue orders requiring that electrical code violations be corrected within a specified time. The compliance time shall not be more than 30 days, depending on the nature of the violation and hazard involved. A written order to correct electrical code violations must be complied with as stated in the written order, the order itself shall remain active for 24 months from the date of issuance, meaning that any subsequent violations during the 24 month period may result in an immediate issuance of a municipal citation. A continued failure to correct a violation identified in an order may result in the issuance of a municipal citation to the person to whom the order was issued.
- d. **Content of Orders.** Whenever the Department of Inspection determines that there are reasonable grounds to believe a violation of any provision of this chapter exists, he or she shall order the person responsible to correct the violation. The order shall be in writing and shall:
  - i. Include a description of the real estate sufficient for identification;
  - ii. Specify the violation which exists and the remedial action required;
  - iii. Allow a reasonable time for the performance of any act it requires;
  - iv. Include the following disclaimer: "The findings of this inspection report are intended to identify code violations that are readily apparent at the time of inspection. The inspection did not involve a detailed examination of the electrical systems or the closed structural or nonstructural elements of the buildings and premises.

No warranty of the operation, use or durability of equipment and materials not specifically cited herein is expressed or implied.

- e. **Service of Orders.** Orders to correct electrical violations shall be served upon the Permit Holder. Orders not corrected within 2 weeks shall be sent to the owner of record by first class mail at the address listed with the City Assessor's office or by delivering the order to the owner personally. When the owner of record does not have an address listed, the order may be served:
  - i. By delivering the order to the owner personally; or
  - ii. By first class mail to the owner at the last known address as shown on the most recent property tax bill for the property affected by the order; or
  - iii. By posting the order in a conspicuous place on the exterior of the structure affected by the order.
  - iv. If an order is served by first class mail, the person serving the order shall execute an affidavit which shall include the following:
    - 1. The date upon which the order was mailed.
    - 2. An allegation that the envelope was postpaid.
    - 3. The name of the person to whom the envelope was addressed.
    - 4. The address on the envelope.
    - 5. That the order was enclosed within the envelope.
- f. **Compliance.** Upon the failure of any inspection due to code deficiencies or the electrical work scheduled to be inspected has not complete at the time of inspection, a re-inspection fee shall be assessed against the permit holder. If the Department of Inspection determines that the work conforms to this Code, a certificate of compliance may be issued. All wiring and equipment covered under the Scope of this Article shall be inspected and approved by the Department of Inspection before the installation or equipment is put into normal or permanent service.
- g. **Notice to Purchasers.** An owner shall notify a purchaser, in writing, that an order has been issued concerning a violation of this Article, whenever the condition of the property giving rise to the order has not been corrected. Any owner who fails to give written notice to a purchaser, prior to acceptance of a written offer to purchase, of any order concerning this property shall be subject to a forfeiture as provided below. No owner may accept an offer to purchase which was made prior to the disclosure required by this subsection, unless the purchase acknowledges receipt of a notice of outstanding orders and a willingness to proceed despite such knowledge.
- h. **Liability for Damages.** This Code shall not affect the responsibility or liability of any party owning, operating, controlling or installing any electrical equipment for damages to persons or property caused by any defect therein, nor shall the City be held as assuming any such liability by reason of the inspection or re-inspection authorized herein or the certificate of approval issued as herein provided or by reason of the approval or disapproval of any equipment authorized herein.

#### 4) Investigations:

The Electrical Inspector may investigate any charges or complaints filed which may be brought against the holder of any permit, for noncompliance with any provision of this code on the part of the permit holder or any person performing any work under their direction. Any licensed Electrical Contractor who knowingly and willfully procures a

permit for electrical work which is to be performed by anyone not properly licensed by the State of Wisconsin shall be subject to the maximum penalty prescribed by Section 15-1-90 of the Municipal Code of Ordinances. No person may obtain a permit for electrical work in the City of Onalaska while that person is failing or refusing to correct an electrical violation after having been convicted of that violation.

#### **Sec. 15-1-74 Standards for the Installation of Electrical Equipment.**

- 1) Standards for the installation of electrical conductors and equipment in the City of Onalaska shall conform to and comply with the applicable provisions of this Code, Chapters SPS 305, SPS 316 and SPS 320 of the Wisconsin Administrative Code and all subsequent amendments, the Statutes of the State of Wisconsin, and any orders, rules and regulations issued by authority thereof, and with approved electrical standards for safety to persons and property. Where no specific standards for safety are prescribed by this ordinance or by the State Electrical Code, conformity with the regulations set forth in the National Electrical Code and in the National Electrical Safety Code shall be prima facie evidence of conformity with approved standards for safety to persons and property.
- 2) Only that equipment which has been expressly made for electrical, control, voice, data, CATV, fire alarm and security system purposes shall be installed for said purpose. All heat, light, power, control, voice, data, CATV, fire alarm, security system equipment and other low voltage system equipment shall be installed and used in the exact manner and for the exact purpose indicated by the equipment's listings, labels and the manufacturer's markings and instructions. The original manufacturer's listings, labels, ratings and markings shall be visible and the equipment shall not be changed or altered in any manner, except that normal replacements and repairs may be made to such equipment if the replacements and repairs do not change the listing, original characteristics or design.
- 3) The City of Onalaska may require existing installations to be brought into compliance with the minimum wiring requirements of the Minimum Housing and Property Maintenance Code or Uniform Dwelling Code and within the time determined by the City.
- 4) Interpretation of the Code shall be at the discretion of the Department of Inspection. Written requests for formal interpretations or variances of SPS 316 shall be directed to the Wisconsin Department of Commerce, Safety and Buildings Division, Electrical Unit.

#### **Sec. 15-1-75 Public Liability Insurance and Completed Operations Insurance.**

Permit holders, except those residential owner occupied Permit Holders for low voltage work (defined as installing, repairing, or maintaining equipment or systems that operate at 100 volts or less), shall carry insurance having aggregate coverage of not less than One Million Dollars (\$1,000,000.00) covering all of the following risks: public liability, personal injuries, property damage, and completed operations. Insurance for completed operations coverage shall be sufficiently broad to cover installation, service and repair of equipment sold by the Permit Holder and servicing, installation and repair of equipment not sold by the Permit Holder. Permit Holder shall submit a certificate of insurance indicating such coverage at the time the application for license or renewal thereof is made. Residential owner occupied Permit Holders performing low voltage work must provide a current certificate of homeowner's insurance or a copy of their current homeowner's insurance policy.

#### **Sec. 15-1-76 Unsafe or Illegal Electrical Equipment.**

When the Department of Inspection finds any electrical equipment to be unsafe or dangerous to persons or property, the person owning, using or selling such electrical equipment shall be

notified in writing to remove or cause to be removed, or to make any changes or repairs or cease to sell, so as to restore such electrical equipment to a safe condition. Failure to comply with such notice within the time specified in such notice shall be sufficient cause for the Department of Inspection to disconnect or order the removal of, or order the discontinuance of, electrical service to said electrical equipment.

In any case of emergency affecting the safety of persons or property, or where electrical equipment interferes with the work of the fire department, or where electrical equipment is not installed in conformity with the regulations of this Electrical Code, the Department of Inspection shall have the authority to disconnect immediately or cause the removal of or disconnection of any such electrical equipment. When the Department of Inspection disconnects or causes to be disconnected electric current from electrical equipment, an official notice, tag, lock or seal shall be attached to such electrical equipment to prevent the use of electricity. It shall be unlawful for any unauthorized person to attach such official notice, tag, lock or seal, or to break open, change, remove, destroy, tear, alter, mutilate, cover or otherwise deface or injure any such official notice, tag, lock or seal. The Department of Inspection shall have the power and authority to seize and take possession of any electrical equipment or materials which, in its opinion, are dangerous to life or property, or which are suspected or found to have been the cause of any fire, accident, injury or fatality and to retain possession for the purpose of making an investigation, an examination or for official evidence. After such electrical equipment and materials have served their purpose, they shall be returned to the owner.

#### **Sec. 15-1-77 Disclaimer of Inspections.**

The purpose of the inspections under this Article is to improve the quality of property in the City of Onalaska. The inspections and the reports and findings issued after the inspections are not intended as, nor are they to be construed, as a guarantee. In order to so advise owners and other interested persons, the following disclaimer shall be applicable to inspections hereunder: "These findings of inspections contained herein are intended to report conditions of noncompliance with code standards that are readily apparent at the time of inspection. The inspection does not involve a detailed examination of mechanical systems or the closed structural and non-structural elements of the buildings and premises. No warranty of the operation, use or durability of equipment and materials not specifically cited herein is expressed or implied.

#### **Sec. 15-1-78 Enforcement Actions**

- 1) **Forfeiture.** Any person who violates any provision of this Article, or fails to comply with a lawful order of the Inspector to correct a violation of this chapter shall, upon conviction of the violation, pay a forfeiture of not less than \$100.00 and not more than \$500.00 for each violation together with the costs of prosecution and in default of payment of such forfeiture and costs of prosecution shall be imprisoned in the County jail until such forfeiture and costs of prosecution are paid, but not exceeding 90 days for a first offense. Each day of violation shall constitute a separate offense.
- 2) **Refusal to Issue Electrical Permit.** No person may obtain a permit to do electrical work in the City of Onalaska while that person is failing or refusing to correct a electrical violation after having been convicted of that violation.
- 3) **Suspension or Revocation of Electrical Permit.** The Inspector may revoke or suspend an electrical permit if the Inspector finds that the permit holder has:
  - i) Made a material misstatement in the application for a permit or renewal thereof; or

- ii) Has failed to correct an electrical code violation within 30 days after having received notice of the violation.
- 4) **Action to Enjoin.** The City Attorney may, in addition to, or in lieu of other remedies provided by law, bring an action to enjoin a person from committing repeated violations of this chapter.

Sec. 15-1-79 through Sec. 15-1-89

Reserved for Future Use

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 \_\_\_\_\_, 2015.

CITY OF ONALASKA

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

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

PASSED:  
APPROVED:  
PUBLISHED:

FISCAL IMPACT OF ORDINANCE 1575 – 2016

Please route in this order

Katie Aspenson, Interim Land Use & Development Director  
(let Joe Barstow review all annexation ordinances)

Katie Aspenson 10-20-16  
(signature)

No Fiscal Impact

Budgeted Item

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

Jarrold Holter, City Engineer

Jarrold Holter 10-20-16  
(signature)

No Fiscal Impact

Budgeted Item

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

Don Dominick, Fire Chief

Don Dominick 10-25-2016  
(signature)

No Fiscal Impact

Budgeted Item

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

Fred Buehler, Financial Services Director

Fred Buehler 10-26-16  
(signature)

No Fiscal Impact

Budgeted Item

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