

# CITY OF ONALASKA MEETING NOTICE

**COMMITTEE/BOARD:** Board of Public Works  
**DATE OF MEETING:** August 4, 2015 (Tuesday)  
**PLACE OF MEETING:** City Hall – 415 Main Street (Common Council Chambers)  
**TIME OF MEETING:** 6:30 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:**
4. Review and consideration of storm water drainage at 621 Sand Lake Road.
  5. Review and consideration of parking agreement at 300 South Court Street with New Hope Fellowship
  6. Review and consideration of allowing use of Venture Place right way by Venture Tool for accessing oxygen tank
  7. Review and consideration of allowing permanent signage for one year on State Trunk Highway 35 right of way at 1427 State Road 35
  8. Review and consideration of storm water facility alterations at Nathan Hill Estates including possible expansion to accommodate existing developed areas and associated costs
  9. Review and consideration of altering parking restrictions in the vicinity of Irving Pertzsch school and possible expansion of School Zone
  10. Review and consideration of amending Section 9-1-50 Private Well Abandonment and Permits Ordinance
  11. Review and consideration of Omni Center Arena One Ice System Replacement Project Change Order Number One

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	*Jarrod Holter, City Engineer
**Ald. Jim Binash	*Fred Buehler, Financial Services Director/Treasurer
Ald. Jim Olson	
* Ald. Jim Bialecki - Chair	
* Ald Barry Blomquist – Vice Chair	Travis Becknell – New Hope Fellowship
Ald. Harvey Bertrand	
Ald. Bob Muth	
City Attorney	Dept Heads
La Crosse Tribune	Charter Com.
Onalaska Holmen Courier Life	
WIZM WKTY WLXR WKBH	
WLSU WKBT WXOW	Onalaska Public Library

\*Board Members \*\* Alternate Member

Date Notices Mailed and Posted: 07/30/15

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.

12. Review and consideration of vacating Kurt Place right of way in Nathan Hill Estates subdivision
13. Review and consideration of ordering removal of trees on private property at 617 & 619 Oak Avenue North
14. Review and consideration of Memorandum of Agreement regarding archeological impacts as part of State Trunk Highway 35 Project (Project ID 7190-06-00/WHS#: 06-0249/LC)
15. Review and consideration of funding bicycle facility striping on Main Street from 2nd Avenue to 3rd Avenue
16. Review and consideration of La Crosse County Landfill impacts to South Kinney Coulee lift station including associated costs for reconstruction
17. Review and consideration of epoxy floor coating installation at Public Works Facility including use of 2015 Capital Project funds
18. Review and consideration of professional engineering services for review of service options and upgrades for the Green Coulee High Service Zone water system
19. Pay Estimates: Strand Associates, Short Elliot Hendrickson Inc., Mathy Construction, Haas Sons, Olympic Builders, Steiger Construction, Les Manske & Sons, Fowler & Hammer, Poellenger Electric, Hoffman & McNamara Nursery, State of Wisconsin Department of Transportation and any other contractor/developer.
20. Adjournment

# **STAFF REVIEW SUMMARY**

## CITY OF ONALASKA BOARD OF PUBLIC WORKS

August 4, 2015

Agenda Item: #4

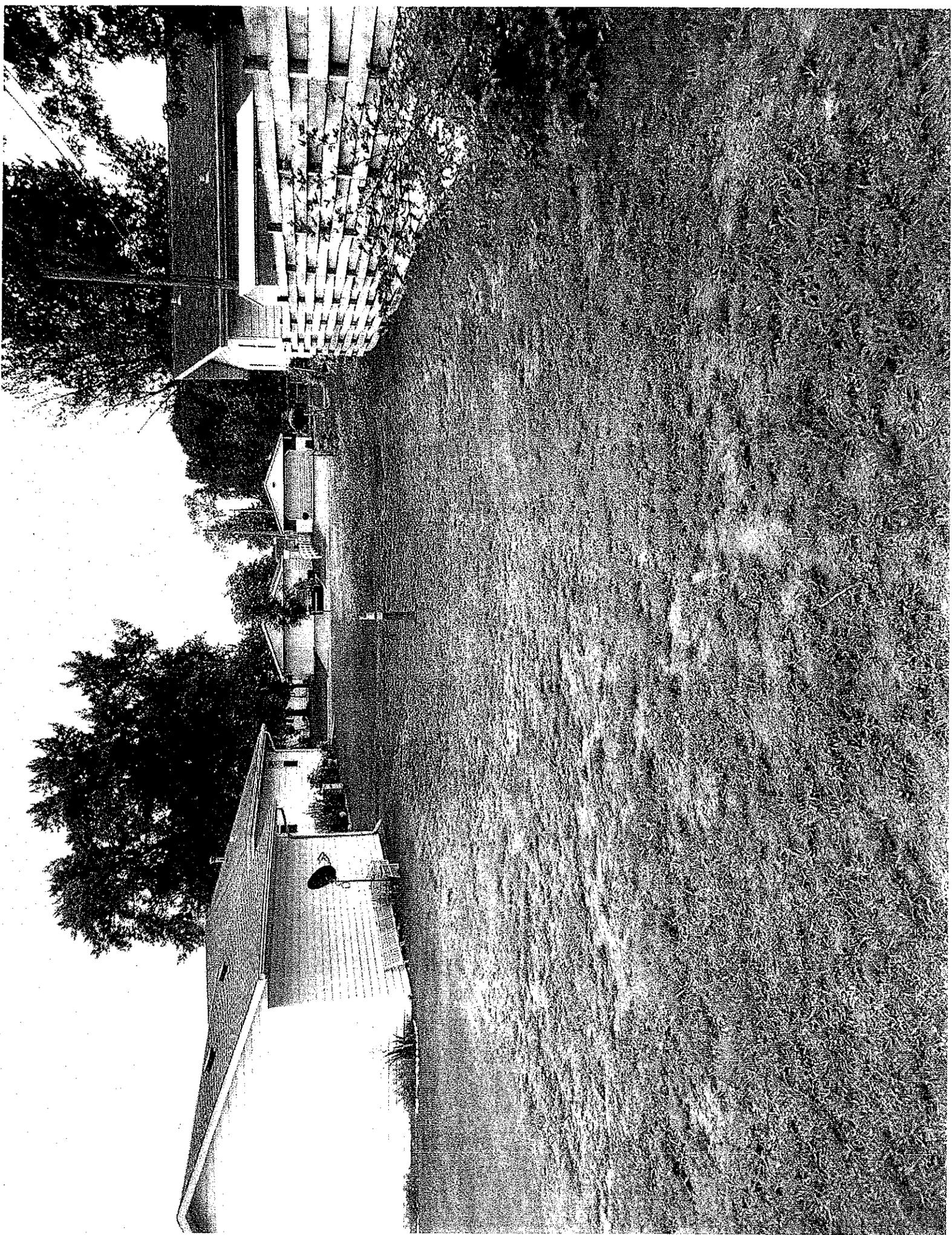
Project/Item Name: Drainage at 621 Sand Lake Road

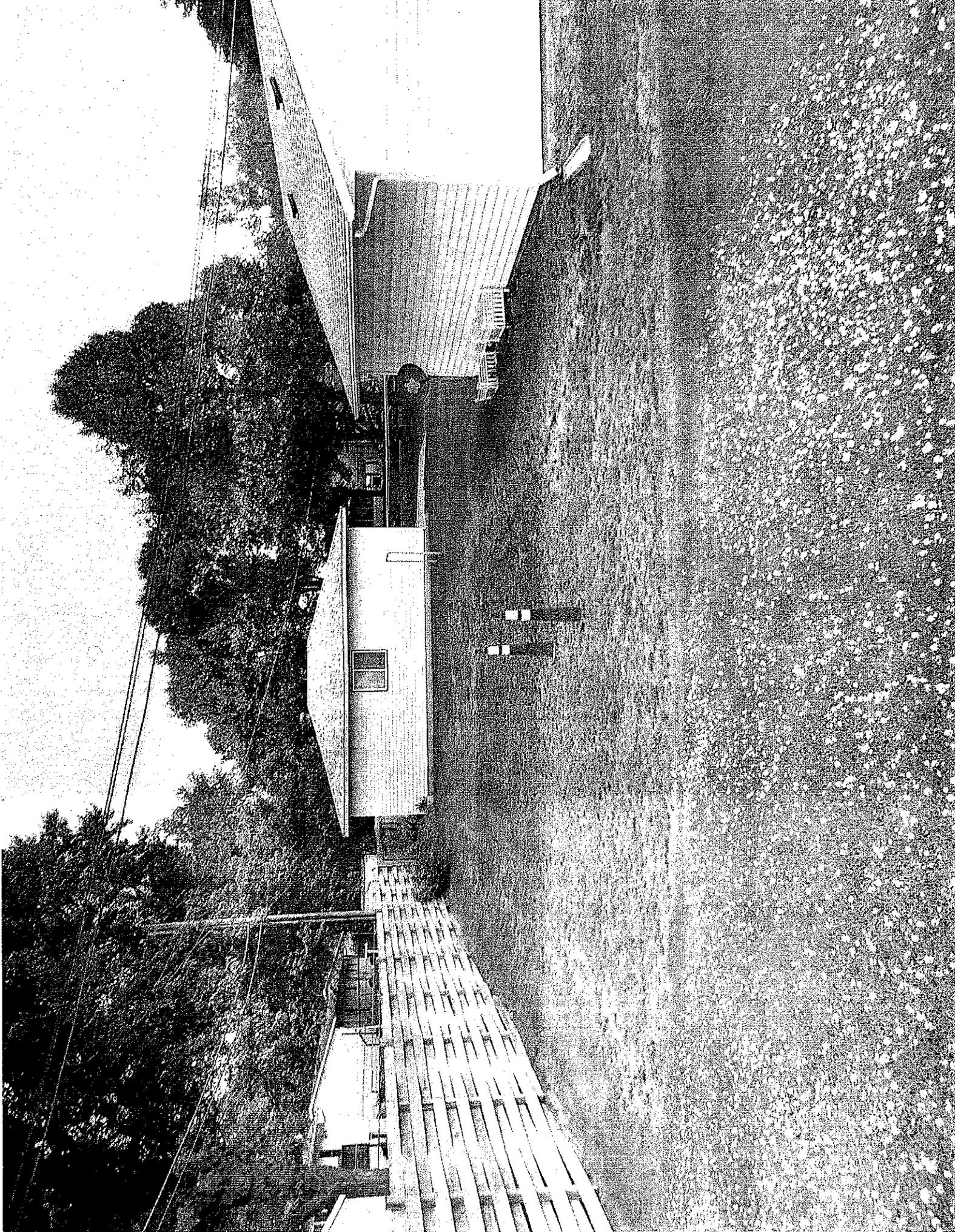
Location: 621 Sand Lake Road

Requested Action: Storm sewer installation

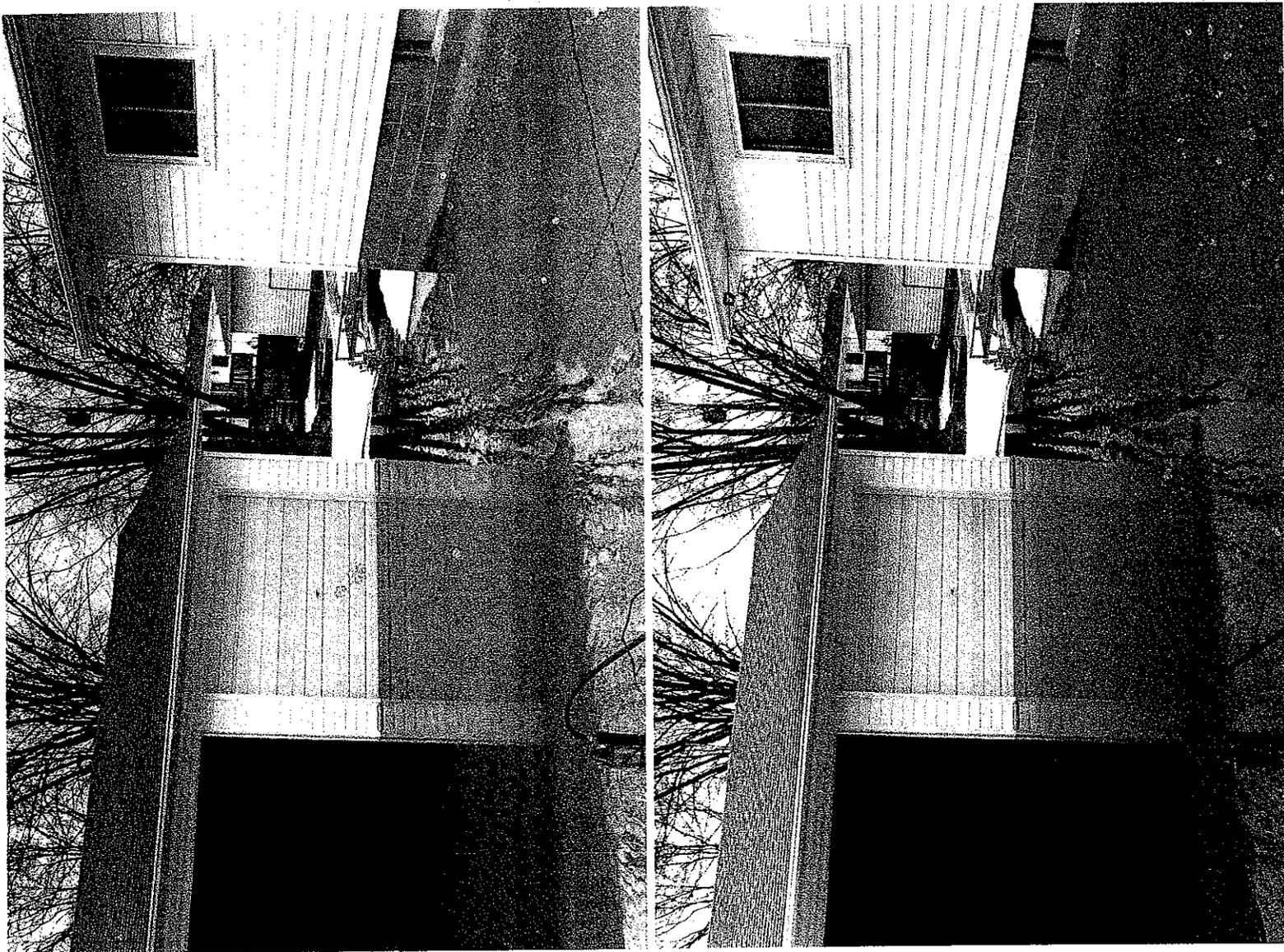
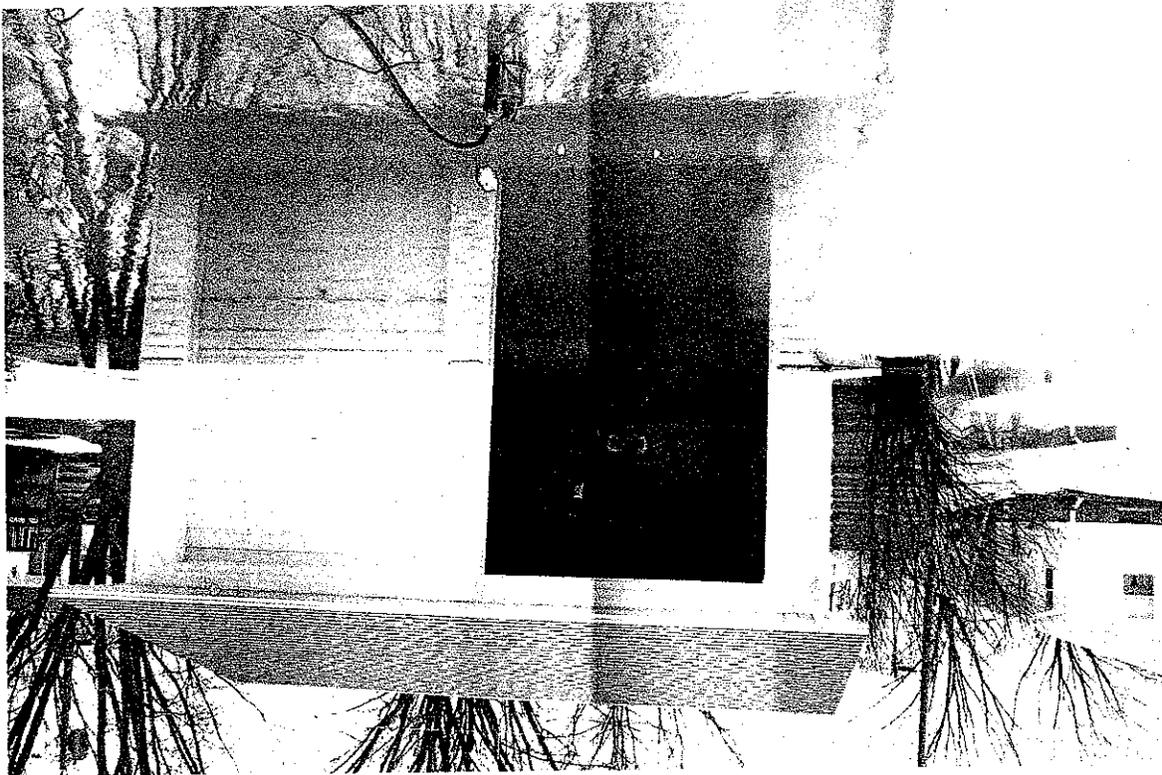
Staff Report/Description: Property owner has requested installation of storm sewer to relieve flooding of back yard. This item was deleted from the 2015 Capital Improvements budget. City attorney provided opinion that this would be an assessable project

Attachments: Pictures and 2015 Capital Improvements Budget





3-10-13



CITY OF ONALASKA

2015 Capital Improvement Projects Adopted

PASER - 10 = Good & 1 = Bad

I. Public Works Department (Cont'd)

	Sanitary Sewer	Water	General	Storm Sewer	Total Cost	Less Amount Already Bonded	Less Amount Other Sources	Amount Needed by Borrowing
29. Road reconstruction - 4th Ave. to 6th Ave (NEW) CIP #29 PASER (1, 1, 1)	\$ 42,000	\$ 65,000	\$ 135,000	\$ 35,000	\$ 277,000	\$ -	\$ -	\$ 277,000
30. Stormwater Drainage Project (NEW) 1200-block Lake Street	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ 10,000
31. Project for road improvement at Hooper Station b- Watermain	\$ -	\$ 600,000	\$ -	\$ -	\$ 600,000	\$ -	\$ -	\$ 600,000
	\$ -	\$ 50,000	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000
32. Aerial photography (NEW)	\$ 3,500	\$ 1,500	\$ 5,500	\$ 7,500	\$ 14,000	\$ -	\$ -	\$ 14,000
33. Fruit Acres Addn - watermain, health Oak Ave S - SS (NEW)	\$ -	\$ 65,000	\$ -	\$ -	\$ 65,000	\$ -	\$ -	\$ 65,000
34. Wilson Street pedestrian improvements at Onalaska High School (NEW)	\$ -	\$ -	\$ 30,000	\$ -	\$ 30,000	\$ -	\$ (0.500)	\$ 15,000
<b>II. Planning Department</b>								
35. waterfront property acquisition Phase 1 TIF (2010 CIP #34) (2014 CIP #27) (2012 CIP #23) (2013 CIP #33) (2014 CIP #39)	\$ -	\$ -	\$ 300,000	\$ -	\$ 300,000	\$ 300,000	\$ -	\$ -
						(2010 CIP #34)		
						(2013 CIP #33)		
36. Viewshed enhancements at waterfront (2013 CIP #27) (2014 CIP #34)	\$ -	\$ -	\$ 15,000	\$ -	\$ 15,000	\$ 15,000	\$ -	\$ -
						(Spec Proj. Fund)		
37. Urban Forestry - General (NEW) Non-EAB	\$ -	\$ -	\$ 25,000	\$ -	\$ 25,000	\$ -	\$ 7,000	\$ 18,000
38. Braund lumber demolition - TIF (NEW)	\$ -	\$ -	\$ 125,000	\$ -	\$ 125,000	\$ -	\$ -	\$ 125,000
39. Emerald Ash Borer - tree planting & stump removal. Tree removal by City staff. Year 1 of 3 year program.	\$ -	\$ -	\$ 220,000	\$ -	\$ 220,000	\$ -	\$ 100,000	\$ 120,000
						(Grants)		

415-51000-060  
415-57000-060  
415-58000-060  
415-53440-060

415-57000-041

415-51000-045

415-51000-075

415-51000-073

415-51000-076

# **STAFF REVIEW SUMMARY**

## CITY OF ONALASKA BOARD OF PUBLIC WORKS

August 4, 2015

Agenda Item: #5

Project/Item Name: Parking at 300 South Court Street

Location: 300 South Court Street

Requested Action: Discussion on parking at site

Staff Report/Description: Property owner at 420 2<sup>nd</sup> Avenue South is requesting the use of City owned lands at 300 South Court Street for parking. The former Timbers restaurant had requested this agreement in 2008

Attachments: Map, letter requesting, & former agreement

**City of Onalaska, Wisconsin**

Planning/Zoning  
Department

Map Designer: Brea Grace  
Last Updated: 07/21/2015



Parcel Lines

25 50 75 100 125 Feet



This map is to be used for reference purposes only. Every effort has been made to make this map as accurate as possible.

## Grace, Brea

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**From:** Holter, Jarrod  
**Sent:** Monday, July 27, 2015 2:18 PM  
**To:** Grace, Brea  
**Subject:** FW: New Hope Fellowship Request

Thank you,

**C. Jarrod Holter, P.E.**  
City Engineer

City of Onalaska  
(608)781-9537  
[jholter@cityofonalaska.com](mailto:jholter@cityofonalaska.com)

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**From:** Travis Becknell [<mailto:travisraymond@gmail.com>]  
**Sent:** Sunday, July 26, 2015 9:27 PM  
**To:** Holter, Jarrod  
**Subject:** New Hope Fellowship Request

Hello Mr. Holter,

My name is Travis Becknell. I am currently in discussions to bring a resolution to the ongoing Zoning/Conditional Use negotiations between the church I pastor, New Hope Fellowship, and the City of Onalaska as it pertains to what was formerly the Timber Square buildings.

One of the sticking points comes down to a parking issue. The original owner, Mike Tooke, had an agreement with the city for use of the parking area behind the buildings. And we are looking to make the same agreement with the city for as long as that might be available. I know that there are development plans for that, and we wouldn't and shouldn't be a hinderance to any of those plans when the time comes for them to be enacted. But in the meantime, we are looking to have such a parking agreement reestablished with the city in exchange for us paying the city's mil rate on our property, paving the way for us to make the Conditional Use Permit viable.

To satisfy the requirements that the Planning Commission and Staff are recommending, we would like to have access to 24 parking stalls worth of space primarily for Sunday mornings between 8:30am and 1pm. Although if it is possibly to have access to it on other nights that we may have events/other ministries/typical functions, that would be fantastic, but the primary use would be on Sunday morning.

I also want to let you know on a personal level that our attendance currently at the church doesn't warrant us using more than a handful of car spaces down there right now. And for any projects that you have that you need to make use of that, send me an email and let me know that the parking area won't be available to us that week and I can let people know to park in another area that we have permission to park in. As difficult as some of these negotiations have been, we have been steadfast in our commitment to be great working partners with the city in any way that we possibly can. We've got a lot of great people who want to help wherever we can, but as a brand new church we just don't have a lot of funds.

To that end, if you'd like we can work into any potential agreement, some sort of responsibility for the church to de-litter that area once a month or every so often. We have come across some of the more dangerous types of trash down there such as glass, nails, and unfortunately, syringes. We have worked to clean up whatever hazard we found

whenever it was brought to our attention and we would offer to continue doing that as a way of saying thank you for the ability to use that when it's available.

Please let me know what the next step for pursuing the re-enacting of that parking arrangement and I'll make sure to follow-up on your requests as expeditiously as I am able.

Thank you for your time and consideration,

Travis Becknell  
New Hope Fellowship  
420 2nd Ave S.  
Onalaska, WI  
church: 608-519-3323  
cell: 608-293-4445  
[NewHopeOnalaska.org](http://NewHopeOnalaska.org)

253 Jarrod reported this item concerns the 3<sup>rd</sup> Addition to the Country Club which connects onto the  
254 existing street that is connecting around the Country Club. This will be going around the south  
255 face of the bluff, proceeding to the north toward the back end of the front 9 of the golf course.

256  
257 Staff has reviewed the plans which do conform to city specifications for this area.

258  
259 Motion by Jarrod, second by Mayor Bialecki, to approve the 3<sup>rd</sup> Addition to Country Club  
260 Estates utility plans.

261  
262 On voice vote, motion carried.

263  
264 Item 9 – Request from Timbers LLC (Mike Tooke) for off-street parking agreement with the  
265 City at the old City Shop site at 300 South Court Street.

266  
267 This item was referred from the last meeting.

268  
269 Jarrod reported that he has received a letter included in the packets from Mr. Tooke which  
270 outlines some of his concerns with the parking situation. Jarrod also has received  
271 correspondence back from the city attorney in terms of what the City of LaCrosse requires for  
272 parking in their city and their downtown.

273  
274 Jarrod also referenced a memorandum from Land Use & Development Director Jason Gilman  
275 siting several good characteristics of downtown Onalaska, and the fact that the public parking  
276 will benefit numerous people rather than to solely benefit Timbers LLC.

277  
278 Some of the positive characteristics listed in the memorandum include:

- 279  
280 • Encourages trail users to frequent local businesses.  
281  
282 • Offers local businesses support for busier times.  
283  
284 • Serves as an incentive for reinvestment for businesses that are looking to expand.

285  
286 Jarrod indicated that through research done by staff, one of the suggestions is to install a sign in  
287 the area stating the parking lot would be for public parking for no longer than 24 hours and  
288 parking would be at their own risk. They could then leave this lot as a public parking area until  
289 the redevelopment for the waterfront is done and they are considering another plan or location  
290 for parking.

291  
292 Jarrod noted that using the lot in this manner would offer available parking for anyone that  
293 would want to use the parking area for the downtown, bike trail, etc. This method of utilizing  
294 the parking lot would not require Timbers LLC to pay anything for the extra parking.

295  
296 Jarrod opened this item up for discussion requesting input from Jason, Mr. Tooke, and  
297 committee members.

298  
299 Ald. Stellner requested that Jason review the memorandum he sent.

300  
301 Jason Gilman reported, "I understand that public infrastructure costs money, and there's a  
302 tendency to want to get some revenue off of these types of things, but I acknowledge that we've  
303 spent hundreds of thousands of dollars on outlying areas on green field development on the  
304 periphery where there is commercial in intersections and new roads and things like that.

305  
306 And public parking is one of those things that we can do in the downtown area that encourages  
307 urban density because we don't have to employ traditional parking standards like we do out in  
308 the outlying areas. We can get more square foot of improvement -- more buildings on the lot, so  
309 to speak. There are a couple of advantages to having just a nominal fee or even just first come,  
310 first serve parking.

311  
312 1. One of the things that intrigued me was that Mr. Tooke said a lot of the people that are  
313 using his lot will sometimes leave their car there and then use the trail which might tie up  
314 a spot on his private lot for a couple of hours. And that's really the type of parking we  
315 should have for the public to support the trailhead and waterfront -- more of a tourism  
316 related benefit.

317  
318 2. The other thing that I noted is that Mr. Tooke's lot is deficient by 5 stalls, and he did sign  
319 an agreement with the city acknowledging that there were 5 missing. At the time his  
320 development went in, they striped angle parking rather than 90 degree; and in that  
321 agreement, he stated that he would reinstall those 5 unless he got an off-lot agreement at  
322 the time that the north building was occupied. However, I think it's a better scenario to  
323 have more uses and more people downtown than to have empty asphalt parking lots, and  
324 to have just enough is, I think, a good idea.

325  
326 3. The public parking, too, would provide, during busy times, extra stalls that from an  
327 environmental standpoint can also reduce cruising, which is an active searching for an  
328 empty parking stall. And, of course, over time that cruising adds up in terms of gas use  
329 and time.

330  
331 4. And lastly, in our waterfront master plan, this area is shown as a future public parking  
332 area that would not only support the local businesses, but it would support the waterfront  
333 and the tourism, and the things that will help the economy in our downtown to blossom.  
334 And hopefully, we'll see greater investment as a result of that piece of infrastructure  
335 being there. There may be a day when parking becomes in such hot demand in our  
336 downtown that we'd want to have meters or do the types of things that larger cities do,

337 but, of course, those come with cost too, and we'd have to weigh the cost benefit of  
338 enforcement and collection versus collecting those fees.”

339  
340 Jason recommended that in order to encourage more investment and to support the trailhead  
341 users (who also support local businesses), was to have just a nominal fee or no fee at all.

342  
343 Mike Tooke  
344 960 Oak Avenue North

345  
346 “I did prepare a letter last week and hopefully you've all got it. What's proposed by Jarrod, that  
347 would be great if we just could use it when we need it. I would like permission to not  
348 necessarily resurface it, but clean up the whole area, maybe put some shrubs and grass, trash  
349 receptacles – make it look real nice down there. We would like it to kind of match our décor.  
350 Now, of course, we wouldn't have to do this if we could just use it for parking, but we would  
351 prefer to do it if it's okay with the city. And as far as nominal fees or being open to any  
352 business, of course, we'd like it to be open to any business and not pay any fees, but we would  
353 consider something if we had to.”

354  
355 Fred agreed with Jarrod and Jason's recommendations and said that he feels more comfortable  
356 with this from a liability standpoint.

357  
358 Motion by Fred, second by Mayor Bialecki, to approve parking availability for any person  
359 wishing to park in the parking lot of the old City Shop site at 300 South Court Street and to allow  
360 Mike Tooke to make aesthetic alterations to the lot. Also approval to install signs stating that  
361 users will be parking at their own risk for no longer than a 24-hour period.

362  
363 Ald. Miller also agreed with the above suggestions and said, “I like what's on the table because it  
364 adds to what is already down there, and I'm pretty sure in talking with Mike about this and the  
365 money he's put into his development there, that he'll keep it up like we had talked about.”

366  
367 In response to a question from Jarrod, Fred indicated that because this would be public parking,  
368 the sign should be installed stating that users will be parking at their own risk for no longer than  
369 a 24-hour period.

370  
371 On voice vote, motion carried.

372  
373 Item 10 – Review intersection of East Avenue and Riders Club Road.

374  
375 This item was referred from last month when the public hearing was conducted regarding the  
376 proposed bicycle lane addition to Riders Club Road. Some of the residents discussed the  
377 intersection of East Avenue and Riders Club.

378

Board of Public Works  
of the City of Onalaska

Tuesday, April 1, 2008

10

379 Jarrod attached a memo from Ron Lund, the former Public Works director, dated July 22, 2005.  
380 At that time when they were experiencing problems in that area, there was a committee formed  
381 with members that included Council Member Diane Wulf, Park Director Dan Wick, and Ron  
382 Lund.

383  
384 There were a variety of suggestions from these members which have been implemented to  
385 include:

- 386  
387 • Trimming the trees  
388 • Pylon Sign  
389 • A feature for the crossing  
390 • Stencil the "Stop Ahead"  
391 • "Cross Traffic Does Not Stop" Sign  
392 • A bigger Stop Sign.

393  
394 At this time the Police Department also invested 32 hours of observing traffic at that intersection.  
395 In that 32-hour period, they wrote 26 warnings for speed, 6 warnings for stop sign violations, and  
396 4 tickets for speeding.

397  
398 Jarrod said that although the data is 3 years old, he does not think the data has changed  
399 drastically within that time.

400  
401 In terms of research regarding accidents at the intersection:

- 402  
403 • 2005 – 4 accidents  
404  
405 • 2006 – 3 accidents  
406  
407 • 2007 – 3 accidents

408  
409 Jarrod said, 'I think just due to the number of cars coming through a day, even if you do  
410 something with it, you're going to have some accidents at this intersection – there's just no way  
411 to get around that with the number of vehicles passing through it per day.'

412  
413 Jarrod said that they could still conduct another study on this intersection, but the accidents have  
414 not increased since 2005, and he has not seen a substantial difference in the traffic since 2005.

415  
416 Jarrod requested direction from the committee regarding their wishes.

417  
418 Ald. Stellner questioned if this item should be referred to the Stop Sign Committee for further  
419 review.

505 meeting.

506

507 Ald. Stellner said, "I think we had this same type of situation that was required and it wasn't  
508 followed through with is around the area of Menards – that road deteriorated was it not, and they  
509 end up having to replace the roadway"?

510

511 Mayor Bialecki noted that this would have had to be replaced anyway.

512

513 Ald. Stellner added, "In this particular case where the property owners owned the property and  
514 they have to have a road to get in there to get to their addition or any other one along the line and  
515 if it's a road that's sub standard, we wouldn't allow that in the city anyway, would we"?

516

517 Mayor Bialecki said no.

518

519 Ald. Stellner said, "So it's up to them as a developer to go ahead and meet our standards for a  
520 roadway".

521

522 Jarrod agreed and said, "That is correct, and the side of the road that they had to build, they are  
523 consuming all of the costs. But per the Development Agreement, because there were other  
524 benefiting areas, that's what we're looking at reimbursing them for through the development  
525 agreement, and then we'd recoup those costs at a later time".

526

527 For the record, Fred indicated that if he votes in favor, it is only because he would like to see  
528 these two questions answered.

529

530 Jarrod agreed that the entire matter will depend on those two questions.

531

532 On voice vote, motion carried.

533

534 Item 6 – Request from Timbers LLC for off street parking agreement with the City at 300 South  
535 Court Street (old city shop site).

536

537 Jarrod referenced Exhibit 6F which is a map indicating the former city shop site, the two  
538 Timbers buildings, and the proposed parking area. The parking area is approximately 90 feet by  
539 90 feet.

540

541 Jarrod explained that City Attorney Sean O'Flaherty compiled a lease agreement for this site.  
542 The lease agreement is for one year after which time the city has the option to cancel at any time  
543 with a 60-day notice. This is to insure that if something should occur with the waterfront  
544 development, the city has an opportunity to review the agreement.

545

546 As Sean indicated, Jarrod met with Mr. Tooke for Tarco South Inc. This is the name they used

525-08

Board of Public Works  
of the City of Onalaska

Tuesday, March 4, 2008

14

547 for the agreement when they had the retaining wall for the parking lot that encroached on the city  
548 right of way.

549

550 If they were to proceed, Jarrod suggested adding a stipulation for Timbers LLC to pay the taxes  
551 on this \$4.88 per square foot, for a total of \$39,528 of value as part of the agreement.

552

553 The next question would be set for the monthly lease amount for use of the lot. Jarrod said, "I  
554 think if he's paying taxes on the land, we should have something that's reasonable for an  
555 amount.

556

557 Fred suggested that he would rather create a pilot agreement for that section of lot versus putting  
558 something on the tax roll and then taking it back off in a year. Fred said, "A pilot payment is  
559 justifying the same".

560

561 Jarrod agreed that it would just be an agreement that is based on \$39,529 of which then would be  
562 evaluated every four years at the re-evaluation process.

563

564 Ald. Stellner agreed.

565

566 Jarrod said, "It would be part of the lease agreement that we would have a set price so that way it  
567 would be putting that land back on the tax roll with some other mechanism but then we should  
568 also figure out what the lease rate should be just for the fact of leasing the parking lot".

569

570 Ald. Miller asked if they have any suggested lease rates.

571

572 Mayor Bialecki suggested moving this to council without recommendation in the hopes that the  
573 above factors will be reviewed and agreed upon.

574

575 Members agreed they have enough time before the snow melts in that area.

576

577 In response to a question from Fred, Jarrod explained that as part of the agreement, Timbers has  
578 agreed to plow the area so the City would not be responsible for this.

579

580 Motion by Fred, second by Ald. Miller, to refer this item for 30 days.

581

582 On voice vote, motion carried.

583

584 Item 7 – Review and accept bids for 2008 Utility Project.

585

586 Jarrod referenced Exhibit 7B which is the Utility Project Bid Opening Sheet and reported they  
587 did receive exceptional bids again this year by submitting the bids at an early date. The bids  
588 were over \$100,000 under what was originally estimated for the projects.

Reviewed 3/7/2008

295 Jarrod noted a possible question with Number 6 for the stamped concrete in front of the  
296 Clearwater Barn. Jason explained, "This was a condition of the developer installing this as part  
297 of the traffic calming for the new plat going in, but it does have benefit to the entire roadway  
298 section because it's still pavement that the public is traveling on and it also is something which  
299 does have traffic calming to the entire neighborhood and the Clearwater Barn area where the  
300 Clearwater Foundation has their activities."

301  
302 Motion by Jarrod, second by Mayor Bialecki, to propose the total amount of \$226,652.92 for  
303 reimbursement to Savannah Development and Intrust Development, LLC for Greens Coulee  
304 Road costs be kept for inclusion into the 2009 capital improvements project list. This  
305 reimbursable amount will be discussed at the time of the proposed 2009 capital improvement  
306 projects for possible budgetary constraints and whether the funding will be available to  
307 reimburse the developer at that time.

308  
309 In response to a question from Fred, Jarrod said, "At this point you would be deferring the entire  
310 \$226,652.92."

311  
312 Fred asked, "So, then the deferred property owners, in time, we could recoup all of it?"

313  
314 Jarrod said, "That is correct. Mr. Humpfeld, for instance, has almost all of the developable  
315 frontage along Greens Coulee Road on the southern section – that would be one of the bigger  
316 assessments deferred at the time of annexation."

317  
318 On voice vote, motion carried.

319  
320 Item 7 – Request from Timbers LLC for off street parking agreement with the City at 300 South  
321 Court Street (old City Shop site).

322  
323 Jarrod indicated that Mr. Tooke, the owner and representative of the Timbers Restaurant area and  
324 buildings, has requested an off street lot agreement pursuant to the old city shop site at 300 South  
325 Court Street. Mr. Tooke is requesting an approximate number of 10 to 20 parking stalls. Jarrod  
326 invited Mr. Tooke to comment regarding this item.

327  
328 Mr. Tooke explained, "Often times in communities like Onalaska, LaCrosse, West Salem, and  
329 other communities like that, there is limited parking in the downtown area, and, of course,  
330 Onalaska is no exception. We've been fortunate enough at the Timbers that business has been  
331 very good – at times, almost too good because we have so many cars in there. What we didn't  
332 plan for on that, and it's probably one of my mistakes is that the bike trail is abutting our  
333 property, and the Onalaska Tourism Center contacted us about selling and maintaining and  
334 servicing bike paths for that area. Now I know last fall we had several vehicles in our parking lot  
335 (and you hate to chase anyone away) that had bike racks on them, and they would just get off and  
336 park their cars in the parking lot and hit the bike trail right there. So, in discussion with different

525

337 tourism centers around, this bike trail is going to get more and more popular – as the downtown  
338 grows, it's going to be more and more popular. What we're asking is for a place for those  
339 vehicles to park safely – to come in with their bikes on and it's right on the trail.”

340  
341 Mayor Bialecki agreed that this might be a consideration worth pursuing because of the vacant  
342 space in the area and the various possibilities to utilize this space.

343  
344 Motion by Mayor Bialecki, second by Ald. Stellner, to refer for 30 days the request from  
345 Timbers LLC for off street parking agreement with the City at 300 South Court Street (old City  
346 Shop site). This will allow Jarrod the opportunity to review this item with the city attorney and  
347 Mike Tooke the opportunity to submit an agreement that is suited to both parties.

348  
349 Jarrod noted that one thing staff would like to review is how this would affect the waterfront  
350 redevelopment and what clause, if any, should be placed in the agreement stating a possible  
351 period this agreement would end or be revisited. Jarrod said, “That's my only concern with the  
352 redevelopment phase – I don't want to have it hinder any future plans.”

353  
354 Mayor Bialecki agreed but suggested that staff consider everything twice rather than once and to  
355 also include Mr. Tooke in the negotiating process.

356  
357 On voice vote, motion carried.

358  
359 Item 8 – Request for modification of electrical easement at Well Street reservoir for AT & T cell  
360 tower site.

361  
362 Jarrod reported the exhibit indicates the reservoir fence which outlines the two municipal  
363 reservoirs on this site.

364  
365 Jarrod explained that approximately six months ago the city had granted an easement going on  
366 the left side of the reservoir and over to the cell phone tower site. Jarrod noted that after the  
367 contractor was on site, they realized they were on the face of the bluff and, therefore, could not  
368 install the electrical line. This is the reason for the modification of the easement at the site.

369  
370 Jarrod met with Xcel Energy, who will be installing the electrical line, and also representatives  
371 of A & T. Jarrod said, “I feel this is a good site and it's a win/win for everybody.”

372  
373 Motion by Jarrod, second by Mayor Bialecki, to approve the modification of electrical easement  
374 at Well Street reservoir for AT & T cell tower site.

375  
376 Mayor Bialecki suggested reviewing this with the city attorney as a precautionary measure.

377  
378 On voice vote, motion carried.

# LEASE AGREEMENT

THIS LEASE, made this \_\_\_\_ day of March, 2008, by and between the City of Onalaska (hereinafter called "Landlord") and \_\_\_\_\_ (hereinafter called "Tenant").

## WITNESSETH:

It is agreed by and between the parties, each in consideration of the covenants and agreements of the other:

1. The Leased Premises. Landlord hereby leases to Tenant and Tenant leases from Landlord the following: a vacant area of land located at 300 South Court Street, Onalaska, Wisconsin that is indicated on Exhibit A hereto (the "Leased Premises"), together with non-exclusive rights to ingress and egress to the exterior area.

2. Use. Tenant may use the Leased Premises for offsite customer and employee parking for the Timbers development that Tenant owns and operates.

3. Term of Lease. The term of this Lease shall be for twelve (12) months, commencing April 1, 2008 and ending March 31, 2009 (the "Term"). Tenant shall have the right to renew the Lease on a month-to-month basis upon completion of one (1) year. The City shall have the option to cancel the Lease upon sixty (60) days notice.

4. Rent. Tenant shall pay Landlord in advance on the first day of each calendar month during the term hereof a monthly rental as follows:

A. For the first year of the Lease the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per month. Said payments shall be made at the address of Landlord or at such other place as Landlord may from time to time designate by notice to Tenant.

B. The monthly rent for all subsequent years of the Lease shall be \$\_\_\_\_\_ per month.

5. Other Obligations. In addition to the Rent set forth above, Tenant shall be responsible for the costs of (i) any utilities related to the Leased Premises, (ii) all maintenance and repair for Leased Premises, and (iii) snow removal, landscaping, and pavement maintenance, repairs and striping.

6. Tenant to Comply with Laws. Tenant will not use or occupy the Leased Premises for any purpose other than for parking of vehicles and in any event shall not use the Leased Premises for any unlawful purpose and will obey all present and future laws, ordinances, regulations and order of the United States, the City of Onalaska, County of La Crosse, and the State of Wisconsin, or any agency or subdivision thereof, relating to the Leased Premises, or which will increase the fire insurance rate on the building.

7. Subletting and Assignment. Tenant will not sublet the Leased Premises, or any part thereof, or transfer or assign this Lease without prior consent of Landlord, which consent shall not be unreasonably withheld; provided, however, that such consent shall not be necessary for assignment of sublease to an affiliate or wholly owned subsidiary of Tenant so long as the use of the Leased Premised will not change.

8. Landlord's Right of Entry. Landlord may, at reasonable times, enter the Leased Premised for inspection thereof, and within thirty (30) days of the end of the Term, or any extension thereof, may place "For Rent" or "For Sale" notices on the Leased Premises; provided that such entry shall not unreasonable interfere with Tenant's business operations.

9. Insurance. Landlord shall fully insure the Leased Premised for fire, other casualty and extended coverage. Tenant shall be responsible for providing any insurance coverage for Tenant's personal property, equipment or fixtures. Tenant shall carry Comprehensive Public Liability Insurance on the Leased Premises with limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury and death and One Million Dollars (\$1,000,000.00) for property damage together with One Million Dollars (\$1,000,000.00) in umbrella coverage all on an occurrence basis. Upon request, evidence of such insurance shall be supplied to Landlord.

10. Personal Liability. Tenant agrees that Tenant shall be liable for any injury or damage to persons or property of Tenant, its invitees or licensees, and that Tenant will indemnify and hold Landlord harmless of and from any such liability related to the conditions or activities on the Leased Premises, except if caused by or resulting from the grossly negligent or intentional act of Landlord.

11. Damage or Destruction. If the Leased Premises be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, Landlord will, at its expense, repair and restore the same to tenantable condition with reasonable dispatch or shall abate pro rata for the portion rendered un-tenantable, in case part only is un-tenantable, until the Leased Premises shall be restored to a tenantable condition; provided, however, that in case the building shall be destroyed to the extent of more than one-half of the then value thereof, Tenant may, at its option, terminate this Lease forthwith by notice to Landlord, if said notice is given within thirty (30) days of the casualty; provided further, that Landlord may, at its option, terminate this Lease forthwith upon notice to Tenant if the Leased Premises are not, in the Landlords discretion, able to be repaired in a reasonable period of time at a reasonable cost.

12. Defaults. If default is made by Tenant in payment of the rent or any other financial obligation under this Lease, or any part thereof, and such default shall continue for five (5) days after notice by Landlord to Tenant to pay the same, or either party shall be in default under any other provision of this Lease and such default shall continue to exist after receipt by the defaulting party of thirty (30) days notice thereof, Landlord may terminate this Lease and take possession of the Leased Premises (if Tenant be the defaulting party) or Tenant may terminate this Lease and surrender possession of the Leased Premises to Landlord (if Landlord be the defaulting party). Such termination of Lease shall be without prejudice to the right of recovering damages against the defaulting parry for breach of this Lease.

13. Taxes. Tenant shall pay all personal property and real estate taxes levied on the Leased Premises.

14. Quiet Possession. Landlord covenants that it has the right and title to make this Lease for the term thereof; it will put Tenant into complete and exclusive possession of the Leased Premises; and if Tenant shall pay the rental and perform all of the covenants, terms, and conditions of this Lease to be performed by Tenant, Tenant shall, during the term hereby created, freely, peaceably, and quietly occupy and enjoy the full possession of the Leased Premises, without molestation or hindrance from any source, other than condemnation.

15. Notices. All notices, consents, demand, presentation, and requests which may be or are required to be given by either party to the other shall be in writing and shall be sent by United States registered or certified mail, with return receipt required, addressed as follows:

TO LANDLORD: City of Onalaska  
Attn: Jarrod Holter, City Engineer  
415 Main Street  
Onalaska, WI 54650

TO TENANT: Michael Tooke  
\_\_\_\_\_  
\_\_\_\_\_

The date shown on the return receipt as the date on which said registered or certified mail is received by the addressee shall be conclusively deemed to be the date on which a notice, consent, demand, presentation, or request is given or made. A party's address may be changed at any time or from time to time by notice given to the other party as herein provided.

16. Improvements or Remodeling. The Tenant accepts the Leased Premises AS IS. Future costs for improvements or paving will be paid by Tenant. All alterations must be approved by Landlord, which approval shall not be unreasonable withheld, conditioned or delayed. In the event Tenant desires to make any additions or changes to the Leased Premises or improvements on the Leased Premises, it may do so after securing the written consent of Landlord, which consent the Landlord will not unreasonable withhold. All such additions or improvements shall become the property of Landlord at the termination of this Lease.

17. Waiver. One (1) or more waivers of any provision of this Lease by either party shall not be construed as a waiver of a further breach of the same provision.

18. Remedies Not Exclusive. Each of the rights, remedies, and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of said rights, remedies, and benefits, or of any other rights, remedies, and benefits allowed by law.

19. Binding Effect. The obligation and rights under this Lease shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

20. Headings. Any headings preceding the text of the paragraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Lease or affect its meaning, construction or effect.

21. Entire Agreement. This Lease Agreement constitutes the entire agreement of the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

**IN WITNESS WHEREOF**, this Lease is hereby executed the day and year first above written.

Landlord:

Tenant:

CITY OF ONALASKA

By: \_\_\_\_\_  
James Bialecki, Mayor

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Cari Burmaster, City Clerk

# STAFF REVIEW SUMMARY

## CITY OF ONALASKA BOARD OF PUBLIC WORKS

August 4, 2015

Agenda Item: #6

Project/Item Name: Venture Tool oxygen tank

Location: 1109 Venture Place

Requested Action: Discussion on use of right of way

Staff Report/Description: Venture Tool is requesting the use of public right of way to access proposed oxygen tank. Oxygen tank and equipment would be on private property. Fencing, concrete pad and bollards would be on public right of way.

Attachments: E-mail, rendering and map

**Holter, Jarrod**

---

**From:** Dave Schneider <dave.schneider@airgas.com>  
**Sent:** Tuesday, July 21, 2015 5:31 PM  
**To:** Holter, Jarrod  
Venure Machine site  
**Subject:** Proposed Oxygen Tank site, Vneture Place 072115.pdf; Proposed site 072115.JPG  
**Attachments:**

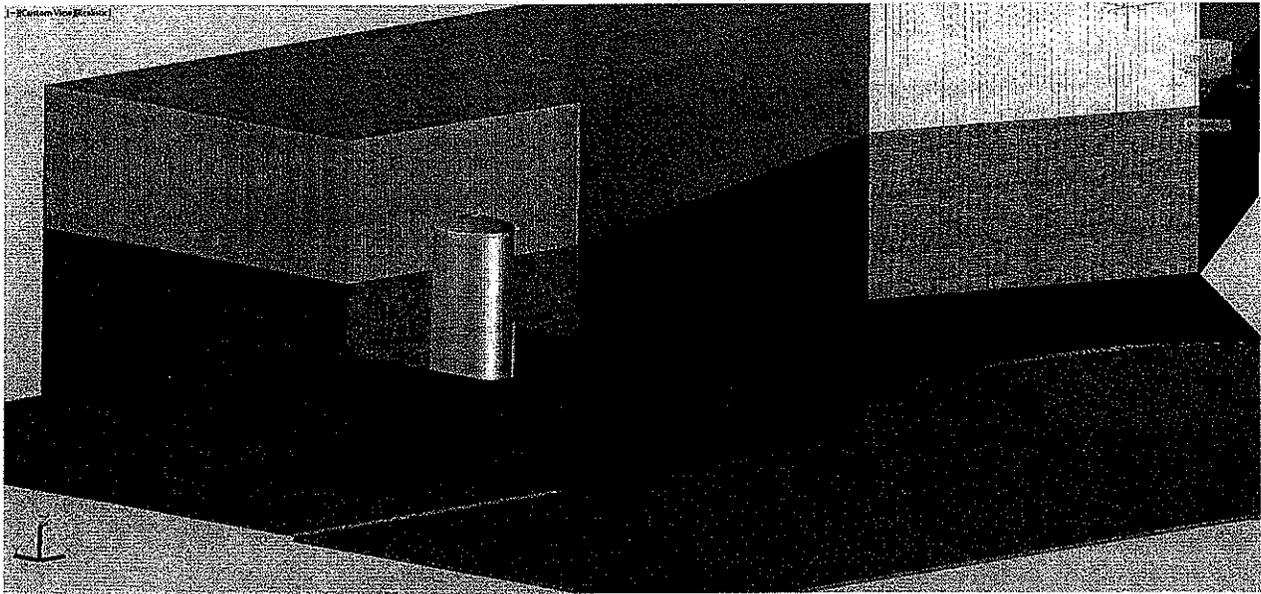
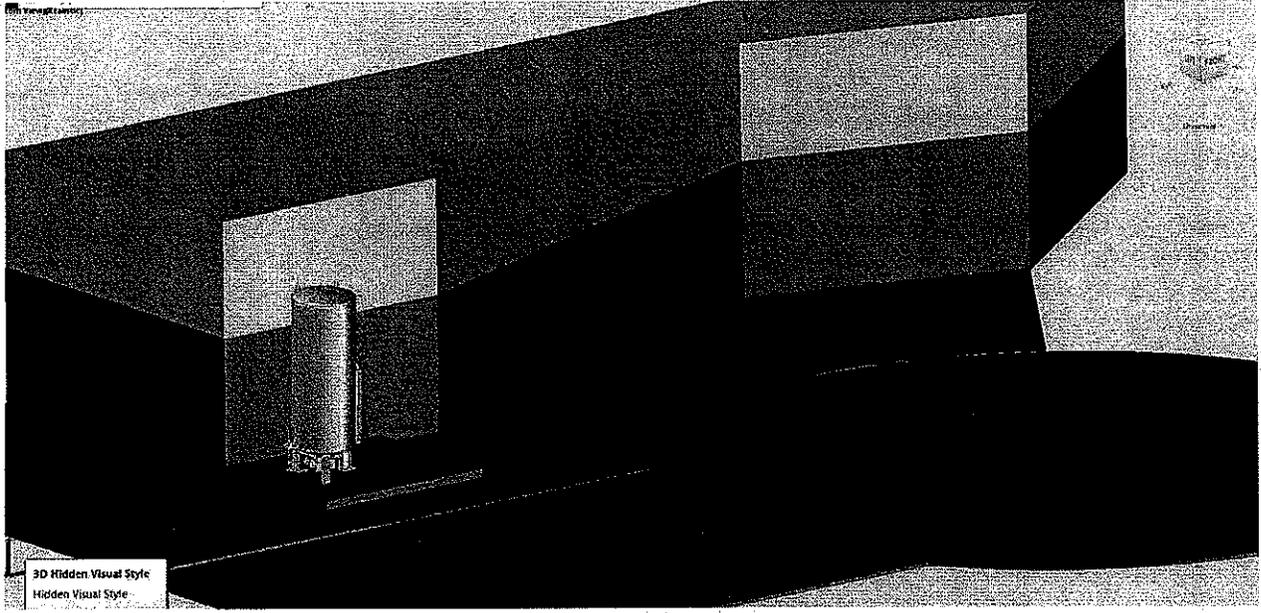
Jarrod,  
Thank you for taking time last week Tuesday to meet with me and discuss the possibility of installing a stationary Oxygen tank at Venture Machine located at 1109 Venture Place in Onalaska.  
This customer has purchased an additional laser for their production and is presently negotiating a third laser which requires Oxygen for the cutting of mild steel for the customers they service.  
After doing a site survey the most cost effective place for this tank is located in the front of the building next to the loading dock like we discussed last week. Attached is a copy of the print I laid out for a proposed site in relationship to the building and the street for consideration along with a picture of the site with small stakes with orange flag tape marking perimeter of the pad for this tank.  
Also I should have before the end of this week a 3D drawing with this tank from the street.  
I will plan on attending the August 4<sup>th</sup> meeting to see about a variance for this install.  
Please keep in mind the reason for the variance is that will keep the cost down for the customer in the tune of \$10K-\$15K for site prep and piping.  
Thank you Jarrod.

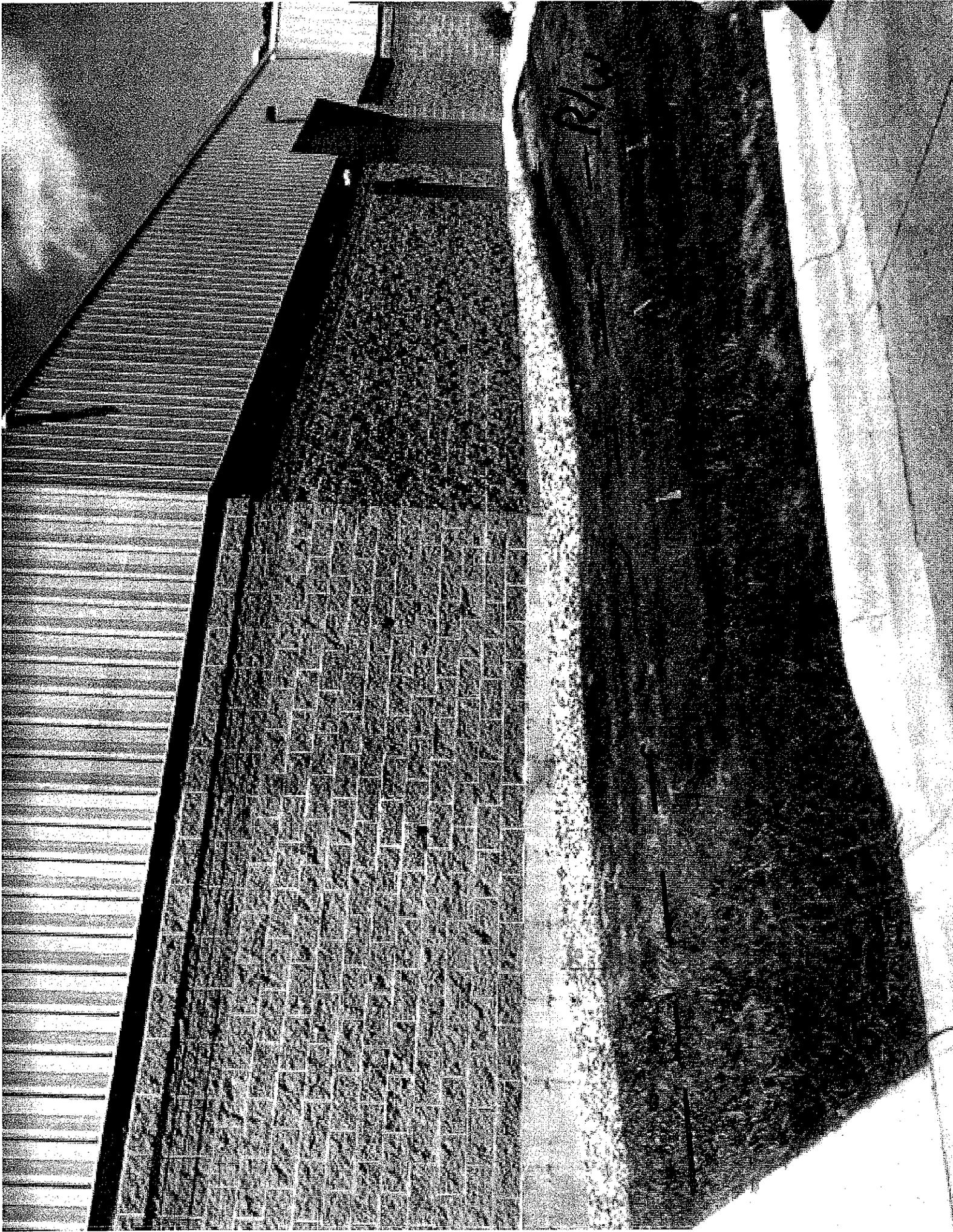
*Dave Schneider*

Airgas North Central  
1007 Monitor St.  
LaCrosse, WI 54603  
office 608-784-6228 x221  
fax 608-784-8277  
cell 608-792-3002

[dave.schneider@airgas.com](mailto:dave.schneider@airgas.com)

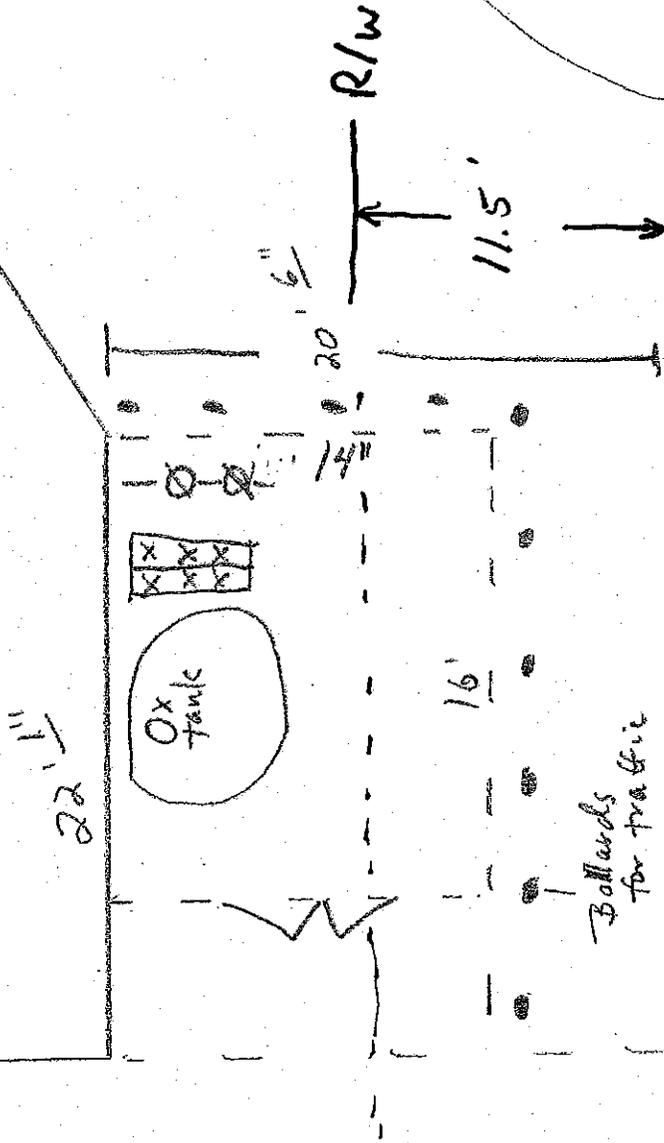
You can view all of our online digital catalogs by clicking on : <http://airgas.dirxion.com>





Revised

Venture Buildings  
Machinery

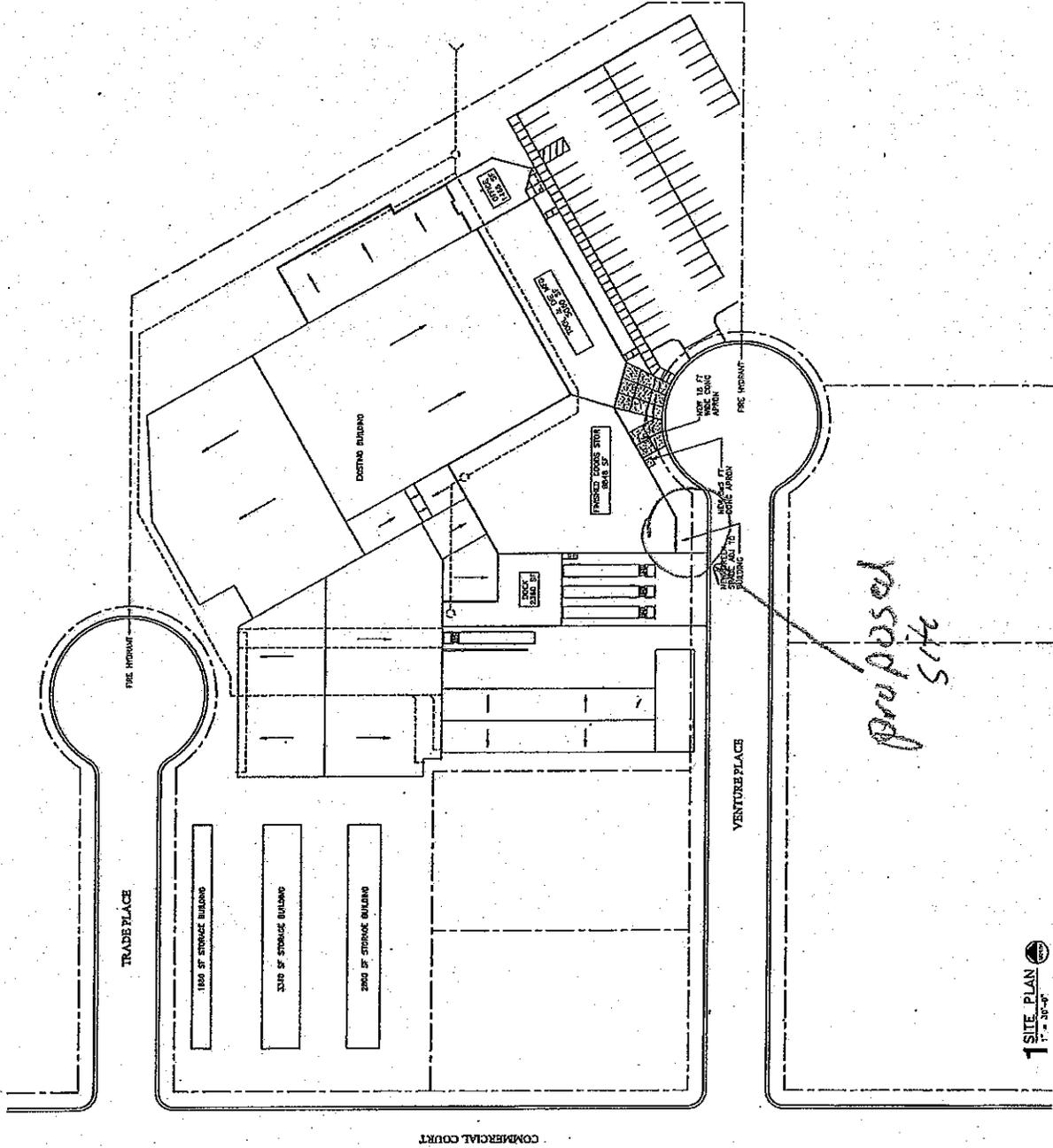


Loading Dock  
Drive Way

Venture Place

Street

**VENTURE MACHINE & TOOL INC**  
**BUILDING ADDITION**  
**1109 VENTURE PLACE**  
**ONALASKA, WISCONSIN**



CONSTRUCTION EXPRESS INC 111 LA SALLE STREET LA SALLE, IL 61301 TEL: 815-231-1100	VENTURE MACHINE & TOOL INC 1109 VENTURE PLACE ONALASKA, WISCONSIN	DATE: 7/13/2014 BY: J. S. 2014	NO. OF SHEETS: 1 SHEET NO.: 1	PROJECT NO.: 1109-14-001	LOCATION PLAN	<b>A1.1</b>
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*Revised 9-16-14 - Approved*  
*Dr. J. J. M. M.*

*Updated Site Plan*

# **STAFF REVIEW SUMMARY**

## CITY OF ONALASKA BOARD OF PUBLIC WORKS

August 4, 2015

Agenda Item:

#7

Project/Item Name:

Signage at 1427 STH 35

Location:

1427 State Road 35

Requested Action:

Discussion on use of right of way

Staff Report/Description:

Currently Angelini's Restaurant has parking by permit on the STH 35 right of way. The roadway is being reconstructed in 2016 and the owner has requested use of the right way for a permanent sign through 2016 due to the construction work for the roadway. Land Use Development Director has attached a memo giving details.

Attachments:

Memo and map



# CITY OF ONALASKA

## PLANNING/ZONING DEPARTMENT

PH: (608) 781-9590

FAX (608) 781-9506

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

## MEMO

Date: 07/24/2015

To: Board of Public Works

From: Brea Grace

Re: Angelini's Restaurant sign request

Tony and Kelly Angelini are requesting City approval to place a sign in the Highway 35 right-of-way to advertise the location of the restaurant's entrance until fall 2016. Reasons stated for the request is that Highway 35 will be reconstructed in 2016, plus additional temporary construction easements have been acquired on their property from WisDOT to facilitate the construction of the roundabout at Rider's Club Road. The temporary easement covers the on-premise area where the Angelini's would otherwise have located a new permanent freestanding sign. As such they are requesting City authorization to place this sign on a paved portion of their parking lot, which is owned by WisDOT as Highway 35 right-of-way (ROW). The Angelini's have an easement agreement with WisDOT for utilization of the ROW a parking lot. WisDOT is currently reviewing their request to place the proposed sign in the easement area. If WisDOT does not allow the sign in the easement area, this would prohibit the sign from being erected in that location regardless of any City approvals.

If the Board of Public Works approves the request, City staff recommend adding the following conditions of approval:

- 1) Sign allowed only if authorized by WisDOT easement.
- 2) Property owner to obtain a City Sign Permit for the sign.
- 3) Property owner to provide a map noting the sign location in a location within the existing paved area within the WisDOT Lease Easement, and as agreed upon by the Board of Public Works and the property owner.
- 4) Sign to be anchored and placed so as to not cause traffic obstructions or visibility issues.
- 5) Sign to be located within existing paved area of parking lot.
- 6) Sign to be removed prior to November 1<sup>st</sup>, 2016.

Thank you in advance for your direction on this matter.

This map is to be used for reference purposes only. Every effort has been made to make this map as accurate as possible.

35

SUNSET VISTA RD

RIDERS CLUB RD

Angelini's

Portion of Angelini's parking lot within the WIDOT Right-of-Way



GIS Dept  
Map Designer: Joe Barstow  
Date: 07/28/2015

Legend

coo\_taxparcels

# STAFF REVIEW SUMMARY

## CITY OF ONALASKA BOARD OF PUBLIC WORKS

August 4, 2015

Agenda Item: #8

Project/Item Name: Nathan Estates stormwater

Location: Emerald Drive East & STH 16

Requested Action: Discussion on stormwater facilities

Staff Report/Description: Currently the City stormwater drains from the city owned storm sewer system into an easement area for ponding and then to the unnamed creek. With development needing to meet current Wis. DNR stormwater regulations the storm water facilities will be altered. City staff has been working with the developers engineer to accommodate treatment of stormwater runoff from the existing 2005 development to assist the City in meeting stormwater mandates of removing suspended solids from the stormwater system. If treatment of existing areas is chosen a development agreement will need to be negotiated regarding these improvements.

Attachments: Map

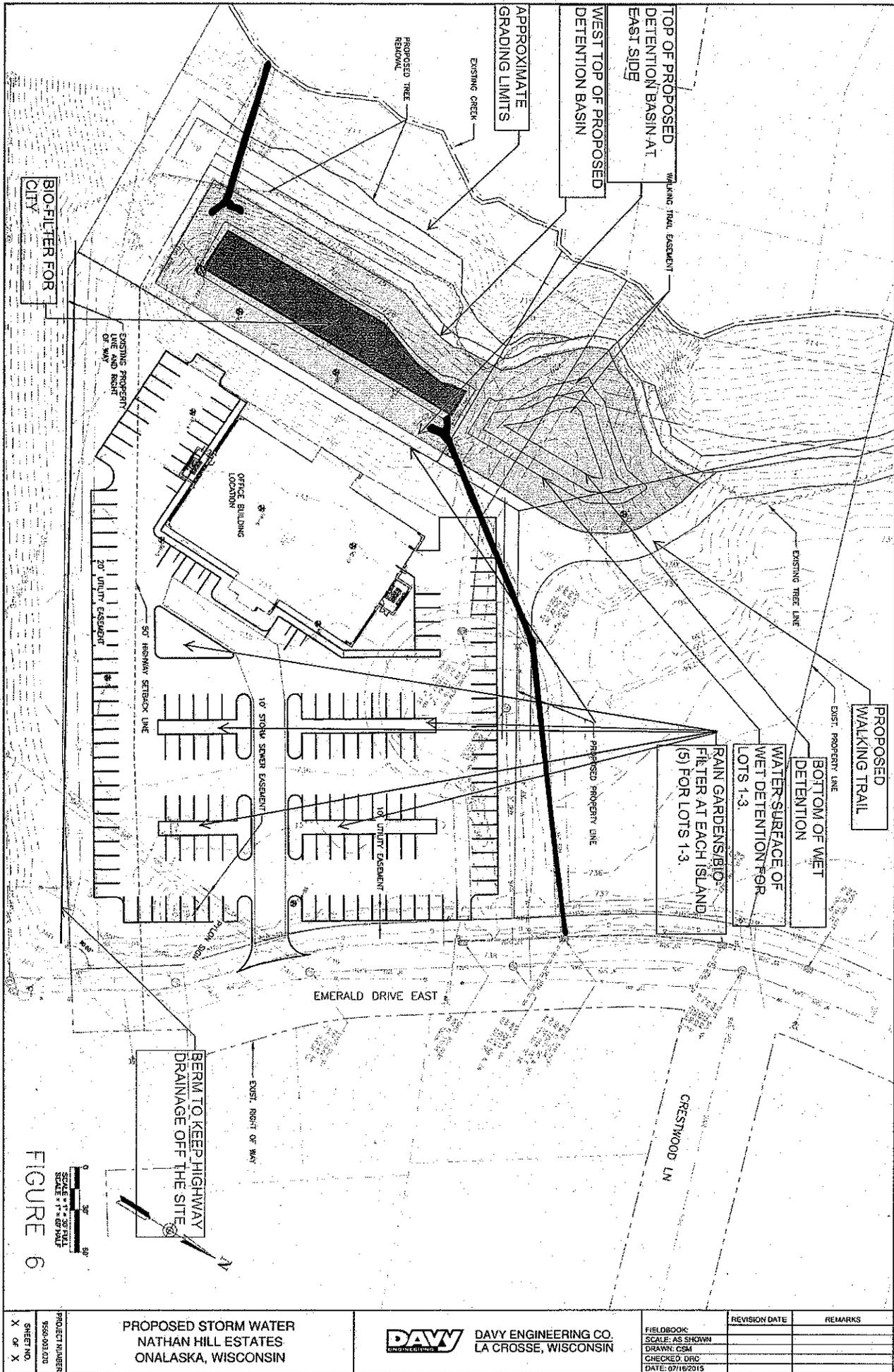


FIGURE 6

PROJECT NUMBER  
9560-003.010  
SHEET NO.  
X OF X

PROPOSED STORM WATER  
NATHAN HILL ESTATES  
ONALASKA, WISCONSIN

**DAVY** ENGINEERING CO.  
LA CROSSE, WISCONSIN

FIELDBOOK  
SCALE AS SHOWN  
DRAWN: DSI  
CHECKED: DRG  
DATE: 07/16/2015

REVISION DATE	REMARKS

# **STAFF REVIEW SUMMARY**

## CITY OF ONALASKA BOARD OF PUBLIC WORKS

August 4, 2015

**Agenda Item:** #9

**Project/Item Name:** Irving Pertzsch School Parking

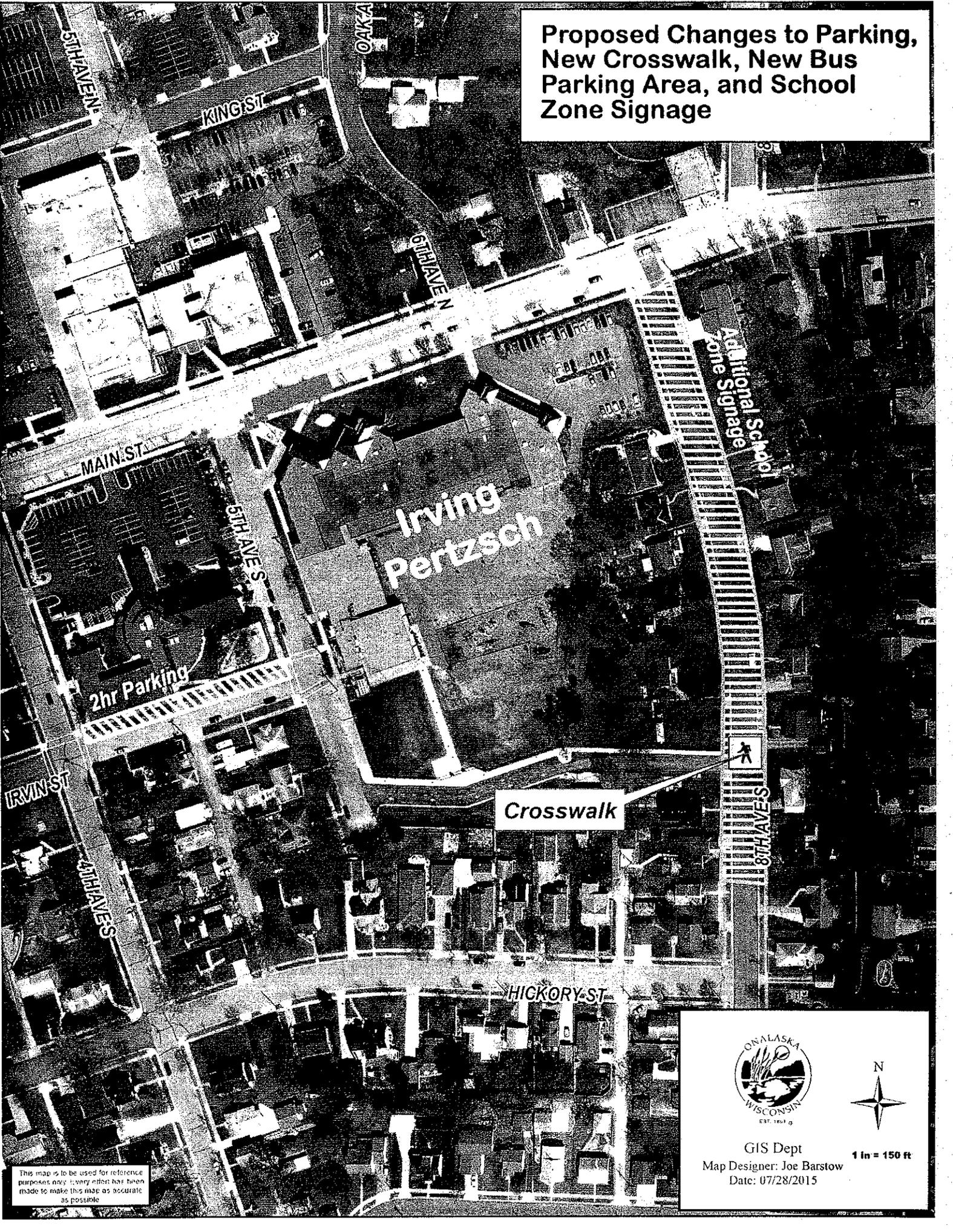
**Location:** 5<sup>th</sup> Avenue North & 8<sup>th</sup> Avenue North

**Requested Action:** Discussion on parking and traffic restrictions

**Staff Report/Description:** Irving Pertzsch School is being expanded to include an increase student population by approximately 65 students. With increased student drop off and pick up City staff have been working with School staff on altering traffic and parking regulations in the vicinity of the school.

**Attachments:** Map

# Proposed Changes to Parking, New Crosswalk, New Bus Parking Area, and School Zone Signage



This map is to be used for reference purposes only. Every effort has been made to make this map as accurate as possible.



GIS Dept  
Map Designer: Joe Barstow  
Date: 07/28/2015

1 in = 150 ft

# **STAFF REVIEW SUMMARY**

## CITY OF ONALASKA BOARD OF PUBLIC WORKS

August 4, 2015

Agenda Item: #10

Project/Item Name: Private Wells

Location: Citywide

Requested Action: Discussion on private well ordinance

Staff Report/Description: Private Well ordinance was referred at the July meeting. Ordinance changes have been reviewed by staff and the City attorney.

Attachments: Proposed ordinance

ORDINANCE NO. -2015

AN ORDINANCE TO AMEND CHAPTER 1 OF TITLE 9,  
SECTION 50 OF THE CODE OF ORDINANCES OF THE CITY OF ONALASKA RELATING TO  
PRIVATE WELLS

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

SECTION I. Title 9, Chapter 1, Section 50 of the City of Onalaska Code of Ordinances related to the Private Well Abandonment and Permits is hereby deleted in its entirety and replaced as follows:

**Sec. 9-1-50 Private Well Abandonment and Permits.**

- (a) **Purpose.** Residents of the City of Onalaska depend exclusively on groundwater for a safe drinking water supply. Certain land use practices and activities can seriously threaten or degrade groundwater quality. The purpose of this article is to institute regulations and restrictions to protect the city's municipal water supply and well fields and to promote the health, safety and general welfare of the residents of the City of Onalaska. ~~To protect public health, safety and welfare and to prevent contamination of groundwater by assuring that unused, unsafe or non-complying wells or wells which may act as conduits for contamination of groundwater or wells which may be illegally cross-connected to the municipal water system, are properly maintained or abandoned.~~
- (b) **Applicability and Authority.** These regulations are established pursuant to the authority granted by the state legislature in 1983, Wisconsin Act 410 (effective May 11, 1984) which specifically added groundwater protection to the statutory authorization for municipal planning and zoning in order to protect the public health, safety and welfare. This ordinance applies to all wells located within the City's corporate limits on premises served by the municipal water system. Water Utility customers outside the jurisdiction of the municipal water system may be required under contract agreement or utility rules to adopt and enforce equivalent ordinances within their jurisdiction for purpose stated in Section 1 above.
- (c) **Definitions.**
- (1) "Municipal Water System" means a community water system owned by a city, village, county, town, town sanitary district, utility district, public inland lake and rehabilitation district, municipal water district or a federal, state, county, or municipal owned institution for congregate care or correction, or a privately owned water utility serving the foregoing.
  - (2) "Non-complying" means a well or pump installation which does not comply with s. NR 812.42, Wisconsin Administrative Code, Standards for Existing Installations, and which has not been granted a variance pursuant to s. NR 812.43, Wisconsin Administrative Code.
  - (3) "Pump Installation" means the pump and related equipment used for withdrawing water from a well, including the discharge piping, the underground connections, pitless adapters, pressure tanks, pits, sampling faucets and well seals or caps.
  - (4) "Unsafe" well or pump installation means one which produces water which is bacteriologically contaminated or contaminated with substances which exceeds the

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drinking water standards of chs. NR 140 or 809, Wisconsin Administrative Code, or for which a Health Advisory has been issued by the Department of Natural Resources.

- (5) "Unused" well or pump installation means one which is not used or does not have a functional pumping system.
- (6) "Well" means a drill hole or other excavation or opening deeper than it is wide that extends more than ten (10) feet below the ground surface constructed for the purpose of obtaining groundwater.
- (7) "Well Abandonment" means the proper filling and sealing of a well according to the provision of s. NR 812.26, Wisconsin Administrative Code.

(d) **Use of Private Wells; Use of Water Supply.**

(1) **Private Well Abandonment Generally.**

- a. All structure and buildings used, or intended to be used, for human habitation shall connect to the municipal water supply within one (1) year of the availability of said water. All private wells shall, within ninety (90) days after connection to the City water supply, be permanently abandoned pursuant to Section (6) below unless the owner or owners obtain a well operation permit from the City of Onalaska Water Utility.
- b. In the event permission is granted to use a private well, it is expressly provided that the water therefrom shall be used on outside hose bibs only.

(2) **Well Operation Permit.** A permit may be granted to operate a well if the following requirements are met, except as otherwise provided herein:

- a. The well and pump installation meet the requirements of Wis. Admin. Code ch. NR 812 and subsequent amendments, a well constructor's report is on file with the DNR, or certification of the acceptability of the well has been granted by the private water supply section of the DNR.
- b. The well construction and pump installation have a history of producing safe water as evidenced by at least two samplings taken a minimum of two weeks apart. No exception to this condition may be made for unsafe wells unless the state department of natural resources approves in writing the continued use of the well.
- c. The proposed use of the well can be justified as being necessary in addition to water provided by the public water system.
- d. No physical connection shall exist between the piping of the public water system and the private well. The City may elect to do a cross connection inspection to verify compliance.
- e. A permit fee shall have been paid once every five years in an amount determined annually by the City Council and set forth on the City Fee Schedule.

(3) **Additional Conditions of Permit.** The right to construct, install and maintain a well as authorized by permit under this section shall be expressly conditioned upon the owners and successors in interest complying with the following:

- a. The owner shall permit the water utility or its designee access to the well for inspection and testing at anytime during working hours.
- b. No repair or modification of any well may be performed unless prior notification is given to the water utility and the plan and resulting construction is reviewed and inspected by the City Engineer or its designee.

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- c. The City shall have the right to sample the water after completion of any such repairs or modification. Such sampling shall be at the owner's cost and may either be done by the City or by the owner at the City's direction.
- d. The City shall have the right to randomly test or direct the owner to test the well not more than two times in any six month period. The City may require additional testing if there is reason to believe some contamination may be present or that the results of previous tests may be invalid.
- e. The cost of any testing and sampling as provided in this section shall be paid by the owner upon invoice by the City.
- f. A permit issued in accordance with the provisions of this section shall be revoked by the City Engineer or its designee upon notice to the permittee that any of the following have occurred:
  - a. The owner of the well has refused access to a well for testing or has failed to follow a direction of order of municipal water utility in regard to testing or sampling.
  - b. The owner of any well has neglected to pay for any tests authorized with 30 days of billing invoice.
  - c. Any test results demonstrate well contamination and do not meet reasonable health standards or are in violation of any state or municipal ordinance dealing with well operation.
  - d. The parties aggrieved by permit revocation may appeal the initial decision of the water superintendant to the board of public works by filing a written for review with the City Clerk.

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~~(2)~~(4) Application for Permit. Applications for a well operation permit shall be made in writing by the owner or owners of the well to the City of Onalaska Water Utility. Application shall be upon a form provided by the Water Utility and shall be made concurrently with the application for a plumbing permit to connect the premises with municipal water. A fee as determined by the City of Onalaska Common Council and reflected on the City's Fee Schedule ~~is~~ Twenty-Five Dollars (\$25.00) shall accompany the well operation permit application. Applications for a well operation permit must be approved by the Board of Public Works.

Comment [a1]: I would recommend starting the fee at \$250.00.

~~(3)~~ Issuance of Permits. ~~Bacteriological sampling, consisting of obtaining one (1) shall be conducted prior to issuing or reissuing the permit. Private wells with unsafe bacteria samples shall not be issued a well permit and the well shall be abandoned; there shall be no exceptions to this condition.~~

~~(4)~~(5) Terms of Permit. The well operation permit shall be valid for five (5) years from the date of issuance. The City shall not permit new wells to be drilled under such permit, unless specifically authorized by the Common Council.

~~(5)~~(6) Renewal Permit, Suspension and Revocation. Renewal permits shall be issued for the term and upon payment of the permit fee hereinabove mentioned. Renewal Well Operation Permits are subject to the same conditions as initial Well Operation Permits, as outlined in Section 3 above. The owner or owners shall certify when applying for a renewal permits that the well is in good operable condition and is in conformity with all applicable state and local laws and shall provide proof of safe water by providing at least one sample, having been taken within 2 weeks of the date of application. In the event the first sample fails, the owner can provide an additional two samples -taken a minimum of two weeks apart to verify that the first sample was related to domestic hygiene issues and not well safety problems. No exception to this condition may be made for unsafe wells unless the state department of natural resources

approves in writing the continued use of the well. In the event it is found, upon any inspection, that any cross connection has been made between the municipal water supply system and the piping of a private well water system, or that the well equipment is inoperable, or does not meet state or local regulations, and all permits shall be immediately suspended. In the case of a cross connection, the permit shall be revoked and the well ordered properly abandoned in accordance with applicable ordinances. In the event any inspection results in a suspension of a permit and a second inspection is made to determine if the reason for suspension has been eliminated, a Fifteen Dollar (\$15.00) the owner shall bear the cost of any re-inspection fee shall be charged as set forth on the Inspection Department's Fee Schedule.

(7) **Well Abandonment.** Upon revocation of a well permit in accordance with this section or upon voluntary determination to abandon the use of any well previously permitted hereunder, all wells under the jurisdiction of this section shall be abandoned in accordance with the procedures of Wis. Admin. Code NR ch. 812. All debris, pump, piping, unsealed liners, and other obstructions which may interfere with the sealing operations shall be removed prior to abandonment. The owner of the well or the owner's agent shall notify the City Engineer or its designee, at least 48 hours prior to commencement of any well abandonment activities. The abandonment of the well shall be observed by the water utility superintendent or its designee and an abandonment report form, supplied by the state department of natural resources, shall be submitted by the well owner to the water utility and the state department of natural resources within ten days of the completion of the well abandonment.

(8) **Abandonment of Unused or Previously Abandoned Wells.** It shall be the responsibility of the landowner of any real property upon which a well is located to see to it that all wells located on the owner's property have been properly abandoned in accordance with the procedures of Wis. Admin. Code NR ch. 812, regardless of whether such owner has used such well. Upon discovery of any unused or previously abandoned well, the owner shall notify the municipal water utility and comply, insofar as is practicable, with the procedures of subsection (6) of this section. In the case of a previously abandoned well, if the owner can produce proof of compliance with state well abandonment requirements to the satisfaction of the utilities manager/engineer, compliance with this section may be deemed unnecessary. Such determination shall be at the discretion of the utilities manager/engineer upon considering the present and future possibility of ground water contamination at the well site.

(9) **Failure to Properly Abandon Well Public Nuisance.** Failure to abandon any well after revocation of a permit to follow the provisions of Wis. Admin. Code NR ch. 812, in abandoning such well is hereby deemed a public nuisance, and the City may cause such well to be property abandoned and may assess the cost against the owner of the affected property and collect it as a special tax.

(e) **Penalties.** Any person, firm or other well owner violating any provision of this Section shall, upon conviction, be punished by a forfeiture of not less than One Hundred Dollars (\$100.00) nor more than Two Five Hundred Dollars (\$500.00), together with the cost of prosecution. Each twenty-four (24) hour period during which a violation exists shall be deemed and constitute a separate offense.

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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:

# STAFF REVIEW SUMMARY

## CITY OF ONALASKA BOARD OF PUBLIC WORKS

August 4, 2015

Agenda Item:

#11

Project/Item Name:

Omni Center Chiller Project

Location:

Omni Center

Requested Action:

Approval of Change Order #1

Staff Report/Description:

Change order #1 alters wall construction needed per State plan review; substitutes segmented doors for coil doors and salvage & reuse an existing steel door. Net change order is a contract decrease.

Attachments:

Change Order #1

Date of Issuance: 7/28/14

Effective Date: 7/28/14

Project: Onalaska Omni Center Arena 1 Building Renovations (BP#2)	Owner: City of Onalaska	Owner's Contract No.: NA
Contract:	Date of Contract: May 13, 2015	
Contractor: Olympic Builders General Contractors	Engineer's Project No.: 900-14-203	

**The Contract Documents are modified as follows upon execution of this Change Order:**

**Description:**

Field Order No. 2 - Revised exterior CMU wall construction as required per WI State plan review (+\$2,570.43)  
 Proposal Request No. 1 - Substitute segmental overhead doors for coiling doors (-\$2,060)  
 Salvage and re-use existing door located between resurfacers and refrigeration rooms (-\$1,356.23)

**Attachments (list documents supporting change):**

Field Order No. 2 Contractor Pricing, Proposal Request No. 1 Contractor Pricing, Request for Change Order Contractor Pricing

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$ 123,803.00

Change from previously approved Change Orders No. 0 to No. 0:

NONE

Contract Price prior to this Change Order:

\$ 123,803.00

Decrease of this Change Order:

\$ 845.80

Contract Price incorporating this Change Order:

\$ 122,957.20

**CHANGE IN CONTRACT TIMES:**

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): 10/9/2015

Ready for final payment (days or date): 10/30/2015

Change from previously approved Change Orders No. 0 to No. 0:

Substantial completion (days): NONE

Ready for final payment (days): NONE

Contract Times prior to this Change Order:

Substantial completion (days or date): 10/9/2015

Ready for final payment (days or date): 10/30/2015

Change from this Change Order:

Substantial completion (days or date): NONE

Ready for final payment (days or date): NONE

Contract Times with all approved Change Orders:

Substantial completion (days or date): 10/9/2015

Ready for final payment (days or date): 10/30/2015

RECOMMENDED:

By: Jan R. Raf  
Engineer (Authorized Signature)

Date: 7/28/2015

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_



July 1, 2015

email

Stevens  
2211 O'Neil Road  
Hudson, WI 546016

Attn: Jason Raverty

Re: Onalaska Omni Center  
255 Riders Club Road  
Onalaska, WI 54650

**FIELD ORDER # 2 - REVISED**

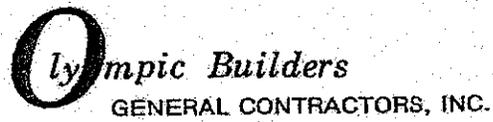
Comment from State Plan Review requires CMU infill at exterior wall of the refrigeration room to be in conformance with the Energy Code. The infill wall section has been revised to 8" CMU with 2.5" rigid insulation and 5/8" gypsum board per revised plans and specifications.

128 sq ft foam (64 sq ft 1" and 64 sq ft 1 1/2")	Add	\$	78.94
64 ft z-furring	Add	\$	43.52
96 sq ft 5/8" sheetrock	Add	\$	46.08
(11) hrs labor install foam, z-furring & hang sheetrock	Add	\$	735.90
(16) hrs labor tape & finish drywall	Add	\$	1,070.40
Tape, mud, bead, miscellaneous anchors	Add	\$	180.00
Omit corefill	Deduct	\$	(725.00)
Credit for 78 block from 12" to 8"	Deduct	\$	(28.08)
Additional item that will be needed due to 8" wall at the area where tothing of block to 12" will leave a 4" space which will need to have additional 4" CMU installed (30) units @ \$27.78	Add	\$	833.40
Sub total		\$	2,235.16
15% P & O		\$	335.27
TOTAL		\$	<u>2,570.43</u>

Sincerely,

*Bill*

Bill Yahnke  
WY/cbh



July 13, 2015

email

Stevens  
2211 O'Neil Road  
Hudson, WI 546016

Attn: Jason Raverty

Re: Onalaska Omni Center  
255 Riders Club Road  
Onalaska, WI 54650

**PROPOSAL REQUEST NO. 1 - PRICING**

Install (2) 16x14 insulated sectional doors in lieu of the (2) coiling doors.

Doors	Deduct	\$	(2,060.00)
-------	--------	----	------------

Sincerely,

*Bill*

Bill Yahnke  
WY/sh

The Genuine. The Original.



ATTENTION: BILL  
OLYMPIC BUILDERS  
405 NORTH STAR ROAD  
HOLMEN

WI 54636

Overhead Door Company  
of the 7 Rivers Region, Inc.  
W6797 Abbey Road, Onalaska, WI 54650  
(608) 783 6080  
Fax (608) 783 6085  
Toll Free 1 800 658 9059

DATE 7/13/2015  
TERMS

QUOTE 45242  
PHONE 526 4622  
FAX 526 4690

SPECIFICATIONS AND ESTIMATES FOR: OMNI CENTER PR 1  
INSTALL 2 - 16 X 14 MODEL AP 850 INSULATED SECTIONAL DOORS  
IN LIEU OF THE 2 - COILING DOORS DEDUCT \$2060.00 -\$2,060.00

TAX  
TOTAL

All wiring to be done by others! Supply/Low Voltage

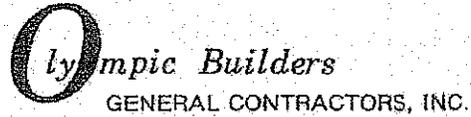
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. We carry employer's liability and workman's compensation insurance.

Authorized  
Signature \_\_\_\_\_  
Overhead Door Company of the 7 Rivers Region, Inc

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days

WARRANTY: One year parts and labor.

Acceptance of Proposal \_\_\_\_\_ Date \_\_\_\_\_



June 26, 2015

email

Stevens  
2211 O'Neil Road  
Hudson, WI 546016

Attn: Jason Raverty

Re: Onalaska Omni Center  
255 Riders Club Road  
Onalaska, WI 54650

**REQUEST FOR CHANGE ORDER**

Credit for door, hardware and frame as existing door, hardware & frame are being reused

Door, hardware and frame

Deduct \$ (1,356.23)

Sincerely,

*Bill*

Bill Yahnke  
WY/cbh

Permanent Copy

GLASS SERVICE CENTER INC.  
59 COPELAND AVE  
PO Box 1704  
LA CROSSE, WI 54603  
PH:(608) 784-8500 FAX:(608) 784-8505

P/O#: Taken By: Joe Installer:	Cust State Tax ID: Cust Fed Tax ID: Ship Via:	Quote: Q070955 Date: 6/19/2015 Time: 09:33 AM
SalesRep:	Adv. Code:	

Bill To: OLYM

Sold To: OLYM

Olympic Builders  
405 Northstar Road  
HOLMEN, WI 54636

Olympic Builders  
405 Northstar Road  
HOLMEN, WI 54636

(608) 526-4622 Fax: (608) 526-4690

Qty	Part Number	Description	Sell	Total
1	MF307047/BASALH-5	5 3/4" 3070 Frame 4 7/8" ASA LH	\$116.38	\$116.38
1	DFPA4HD	4" Head	\$27.50	\$27.50
1	DFPAMASANCH	6ea Wire Masonry Anchors	\$7.18	\$7.18
1	DFPACLRREIN	Closer Reinforcement	\$9.10	\$9.10
1	DFPAWGS	Weld Grind Smooth	\$42.00	\$42.00
1	MD307018G-MB	MB 3070 18 Gauge Steel Door ( Undersize for Cont Hinge and reinforce)	\$350.77	\$350.77
1	SPECIAL111	ABH 500 Cont hinge 32D	\$103.68	\$103.68
1	SPECIAL111	L9070 Classroom Lock	\$334.81	\$334.81
1	SPECIAL111	LCN 4111 EDA ALUM	\$263.30	\$263.30
1	FGA10X34KPUS32D	10x34 US32D Kick Plate	\$30.81	\$30.81

FINAL KEYING AND CYLINDER BY OWNER

Bill  
FRAME WE HAVE 1 WEEK  
DOOR APX 4-5 WEEKS  
HARDWARE 2 WEEK  
NEED SWING

Sub Total: \$1,285.53  
Tax: \$70.70

Net30 Total: \$1,356.23

# STAFF REVIEW SUMMARY

## CITY OF ONALASKA BOARD OF PUBLIC WORKS

August 4, 2015

Agenda Item: #12

Project/Item Name: Kurt Place R/W

Location: Emerald Drive East

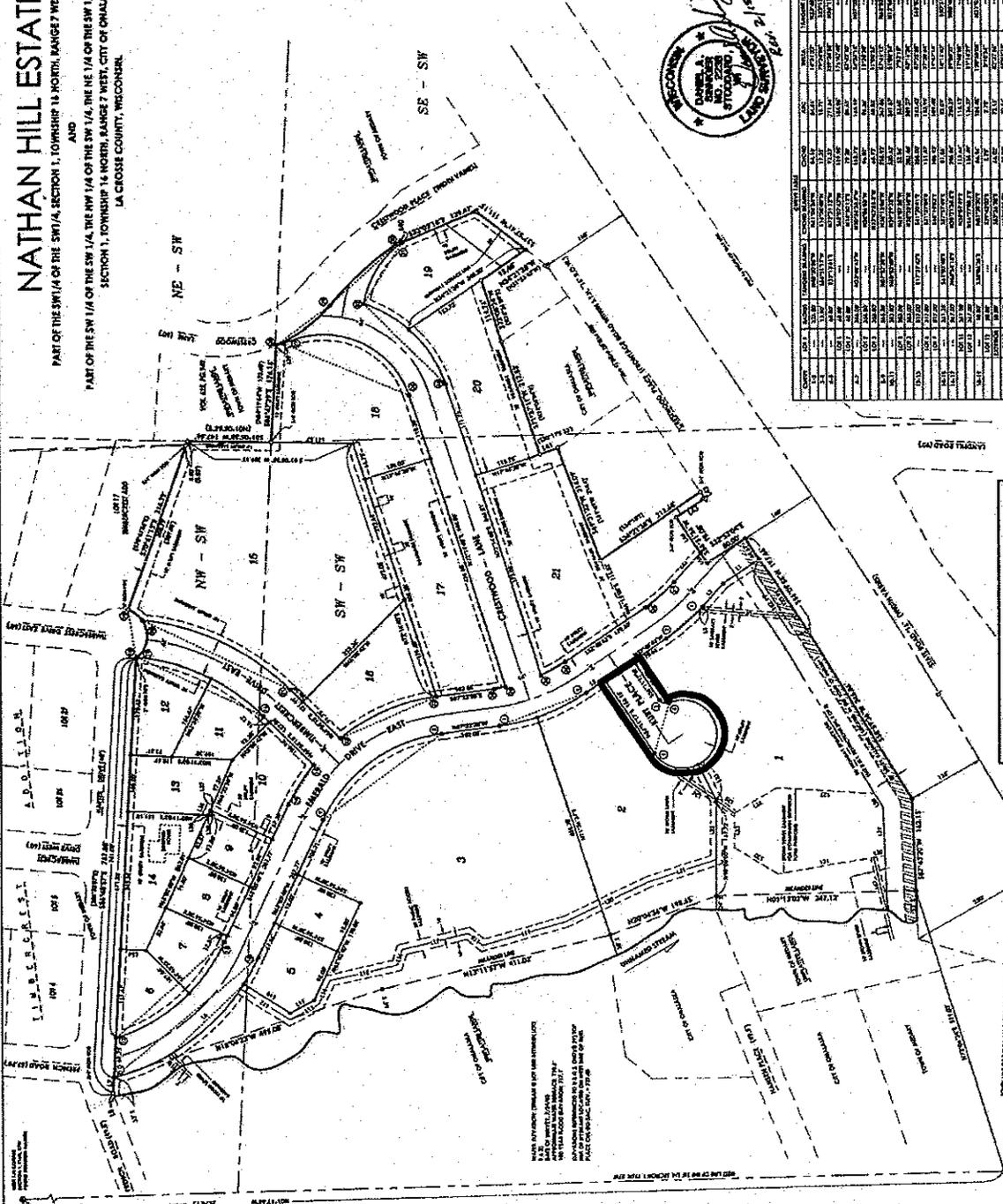
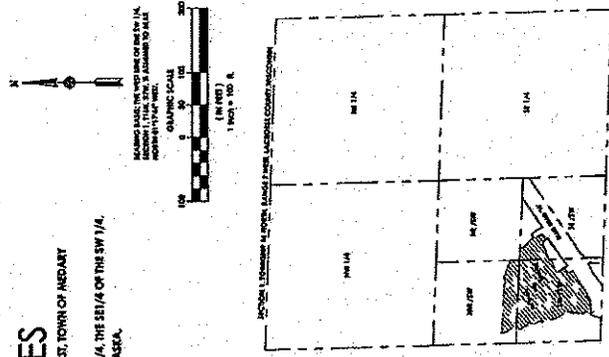
Requested Action: Review status of vacating street right of way

Staff Report/Description: Owners have requested that Kurt Place be vacated in the Nathan Hills Subdivision. The street pavement was not installed at time of original development. Current City Utilities will remain in place via easement. Public hearing is set for September Common Council meeting.

Attachments: Map and owner letters

# NATHAN HILL ESTATES

AND  
 PART OF THE SW 1/4 OF THE SW 1/4, SECTION 1, TOWNSHIP 14 NORTH, RANGE 7 WEST, TOWN OF MADARY  
 AND  
 PART OF THE SW 1/4 OF THE SW 1/4, THE NW 1/4 OF THE SW 1/4, THE NE 1/4 OF THE SW 1/4, THE SE 1/4 OF THE SW 1/4,  
 SECTION 1, TOWNSHIP 14 NORTH, RANGE 7 WEST, CITY OF ONALASKA,  
 LA CROSSE COUNTY, WISCONSIN.



- LEGEND:**
- 1. A CORNER TO BE PLACED AT THE POINTS SHOWN (DIMENSIONS)
  - 2. A CORNER TO BE PLACED AT THE POINTS SHOWN (DIMENSIONS)
  - 3. A CORNER TO BE PLACED AT THE POINTS SHOWN (DIMENSIONS)
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  - 14. A CORNER TO BE PLACED AT THE POINTS SHOWN (DIMENSIONS)
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  - 18. A CORNER TO BE PLACED AT THE POINTS SHOWN (DIMENSIONS)
  - 19. A CORNER TO BE PLACED AT THE POINTS SHOWN (DIMENSIONS)
  - 20. A CORNER TO BE PLACED AT THE POINTS SHOWN (DIMENSIONS)
  - 21. A CORNER TO BE PLACED AT THE POINTS SHOWN (DIMENSIONS)



LOT	AREA	PERCENTAGE	ADJACENT	OWNER
1	0.12	0.57%	12	STATE OF WISCONSIN
2	0.12	0.57%	12	STATE OF WISCONSIN
3	0.12	0.57%	12	STATE OF WISCONSIN
4	0.12	0.57%	12	STATE OF WISCONSIN
5	0.12	0.57%	12	STATE OF WISCONSIN
6	0.12	0.57%	12	STATE OF WISCONSIN
7	0.12	0.57%	12	STATE OF WISCONSIN
8	0.12	0.57%	12	STATE OF WISCONSIN
9	0.12	0.57%	12	STATE OF WISCONSIN
10	0.12	0.57%	12	STATE OF WISCONSIN
11	0.12	0.57%	12	STATE OF WISCONSIN
12	0.12	0.57%	12	STATE OF WISCONSIN
13	0.12	0.57%	12	STATE OF WISCONSIN
14	0.12	0.57%	12	STATE OF WISCONSIN
15	0.12	0.57%	12	STATE OF WISCONSIN
16	0.12	0.57%	12	STATE OF WISCONSIN
17	0.12	0.57%	12	STATE OF WISCONSIN
18	0.12	0.57%	12	STATE OF WISCONSIN
19	0.12	0.57%	12	STATE OF WISCONSIN
20	0.12	0.57%	12	STATE OF WISCONSIN
21	0.12	0.57%	12	STATE OF WISCONSIN

There are no objections to this plan with respect to  
 S. 26 (5) (2) (b) 21 (1) and (2), Wis. Stat.  
 Stats. as amended by S. 21 (1), Wis. Stat.

Certified  
*Rebecca J. Jans*  
 Department of Administration

June 19, 2015

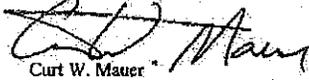
Brea Grace  
City of Onalaska  
Planning Department  
415 Main St.  
Onalaska, WI. 54650

Dear Brea,

Please accept this letter as our request to the City of Onalaska to vacate the right-of-way for Kurt Place, along with its' associated cul du sac, in the Nathan Hills Estates development. As you know, we (Commercial Horizons/Festival Foods) have a contract to purchase Lot 1 of Nathan Hills to develop a Festival Foods corporate office. NorthRock Real Estate has a similar contract to purchase Lots 2&3 to develop a senior living facility. The current property owners Lester Pralle and Joleen Straiman, along with NorthRock and ourselves, jointly request to have Kurt Place R.O.W discontinued in order to better facilitate the development of these respective lots.

Please let us know if the City has any concern with the above request. We look forward to working with the city in order to make these projects a reality. Feel free to contact me should you have any questions or comments.

Sincerely,



Curt W. Mauer  
Commercial Horizons, LLC

NorthRock Real Estate

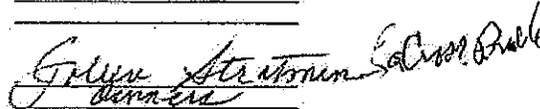
BY: \_\_\_\_\_

ITS: \_\_\_\_\_

Seller

BY: \_\_\_\_\_

ITS: \_\_\_\_\_



June 19, 2015

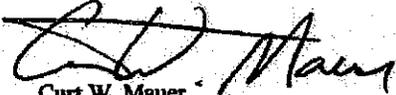
Brea Grace  
City of Onalaska  
Planning Department  
415 Main St.  
Onalaska, WI. 54650

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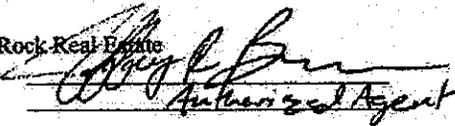
Please let us know if the City has any concern with the above request. We look forward to working with the city in order to make these projects a reality. Feel free to contact me should you have any questions or comments.

Sincerely,



Curt W. Mauer  
Commercial Horizons, LLC

NorthRock Real Estate

BY: 

ITS: \_\_\_\_\_

Seller

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

# STAFF REVIEW SUMMARY

## CITY OF ONALASKA BOARD OF PUBLIC WORKS

August 4, 2015

Agenda Item:

#13

Project/Item Name:

Nuisance tree removal

Location:

617 & 619 Oak Avenue North

Requested Action:

Approval of tree removal

Staff Report/Description:

Staff has sent letters to property owners requesting removal of dead trees. At this time no response has been given for removal. Staff is requesting the trees be removed due to a public safety hazard.

Attachments:

Map, memo & letters



# CITY OF ONALASKA

PLANNING/ZONING DEPARTMENT

PH: (608) 781-9590

FAX (608) 781-9506

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

## MEMO

Date: 07/20/2015

To: Board of Public Works

From: Brea Grace

Re: Dead Trees at 617-619 Oak Ave N

The City received a complaint about four trees that have been dead for a couple years on private property at 617-619 Oak Avenue North.

City staff sent notice to the two property owners that the trees will need to be removed by July 15<sup>th</sup> or if removal was scheduled for a date in the near future, to call me with those plans.

I have not heard from either property owner and the four trees remain standing.

City staff is looking for Board of Public Works determination of public nuisance and direction to cause the abatement/removal of these four trees. If so directed, City staff will serve notice upon the two property owners that a public nuisance exists and with a date, time and place for a public hearing before the Board of Public Works. The notice will describe the nuisance and recommended procedure for its abatement and will state that unless the owner abates the nuisance in the manner specified in the notice, or appears at the hearing to show that such nuisance does not exist or does not endanger the health of trees in the City, the Board of Public Works shall cause the abatement thereof at the expense of the property served.

If a hearing is so determined, after the hearing and determination by the Board of Public Works that a public nuisance exists, the Board shall forthwith order the immediate abatement thereof. Unless the property owner abates the nuisance as directed within five days after such hearing, City staff working under the direction of the Board of Public Works shall proceed to abate the nuisance and cause the cost thereof to be assessed against the property in accordance with the procedures provided in this Section. (As outlined in City Ordinances 6-4-5 (d)).

Thank you in advance for your direction on this matter.

BS



# CITY OF ONALASKA

## PLANNING/ZONING DEPARTMENT

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

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

June 24<sup>th</sup>, 2015

Rebecca Ziolek  
619 Oak Ave N  
Onalaska, WI 54650

RE: Dead trees between 619/621 Oak Ave N

The City of Onalaska observed four dead poplar trees in the backyard of 619/621 Oak Ave N that appear to have died and could potentially endanger the safety of neighboring properties and persons. There are numerous dead branches in the upper crown. It is the recommendation of the City that these trees be removed as soon as possible to prevent serious damage from happening. Section 6-4-11(a) of the City's Code of Ordinances states that the tree needs to be removed within 14 days of the date of this letter.

Please have the tree removed by July 10th, 2015 or if it is scheduled for a date in the near future, please call me with those plans. If you need help removing the trees a local landscaping company may be able to assist (a list may be found in the yellow pages).

We would greatly appreciate your cooperation in this matter. Please feel free to contact me at [bgrace@cityofonalaska.com](mailto:bgrace@cityofonalaska.com) or 608-781-9506 if you have any questions or need an extension to the timeline listed above.

Sincerely,

Brea Grace, AICP  
Land Use and Development Director  
City of Onalaska





# CITY OF ONALASKA

PLANNING/ZONING DEPARTMENT  
PH: (608) 781-9590  
FAX (608) 781-9506

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

June 29<sup>th</sup>, 2015

James Kirst  
617 Oak Ave N  
Onalaska, WI 54650

RE: Dead trees between 617-619 Oak Ave N

*a couple years ago.*

*Notice was initially sent to 619 & 621 Oak Ave N. Owner at 621 Oak Ave N stated she removed her dead poplars similar to & probably planted at the same time as her neighbors at 617 & 619 Oak Ave N. Notice was then sent to owner at 617 Oak Ave N (the corrected location of where the trees are located.)*

The City of Onalaska observed four dead poplar trees in the backyard of 617-619 Oak Ave N that appear to have died and could potentially endanger the safety of neighboring properties and persons. There are numerous dead branches in the upper crown. It is the recommendation of the City that these trees be removed as soon as possible to prevent serious damage from happening. Section 6-4-11(a) of the City's Code of Ordinances states that the tree needs to be removed within 14 days of the date of this letter. BQ

Please have the trees removed by July 15th, 2015 or if it is scheduled for a date in the near future, please call me with those plans. If you need help removing the trees a local landscaping company may be able to assist (a list may be found in the yellow pages).

We would greatly appreciate your cooperation in this matter. Please feel free to contact me at [bgrace@cityofonalaska.com](mailto:bgrace@cityofonalaska.com) or 608-781-9590 if you have any questions or need an extension to the timeline listed above.

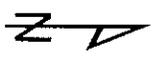
Sincerely,

Brea Grace, AICP  
Land Use and Development Director  
City of Onalaska



**City of Onalaska, Wisconsin**  
Planning/ Zoning  
Department

Map Designer: Brea Grace  
Last Updated: 07/17/2015

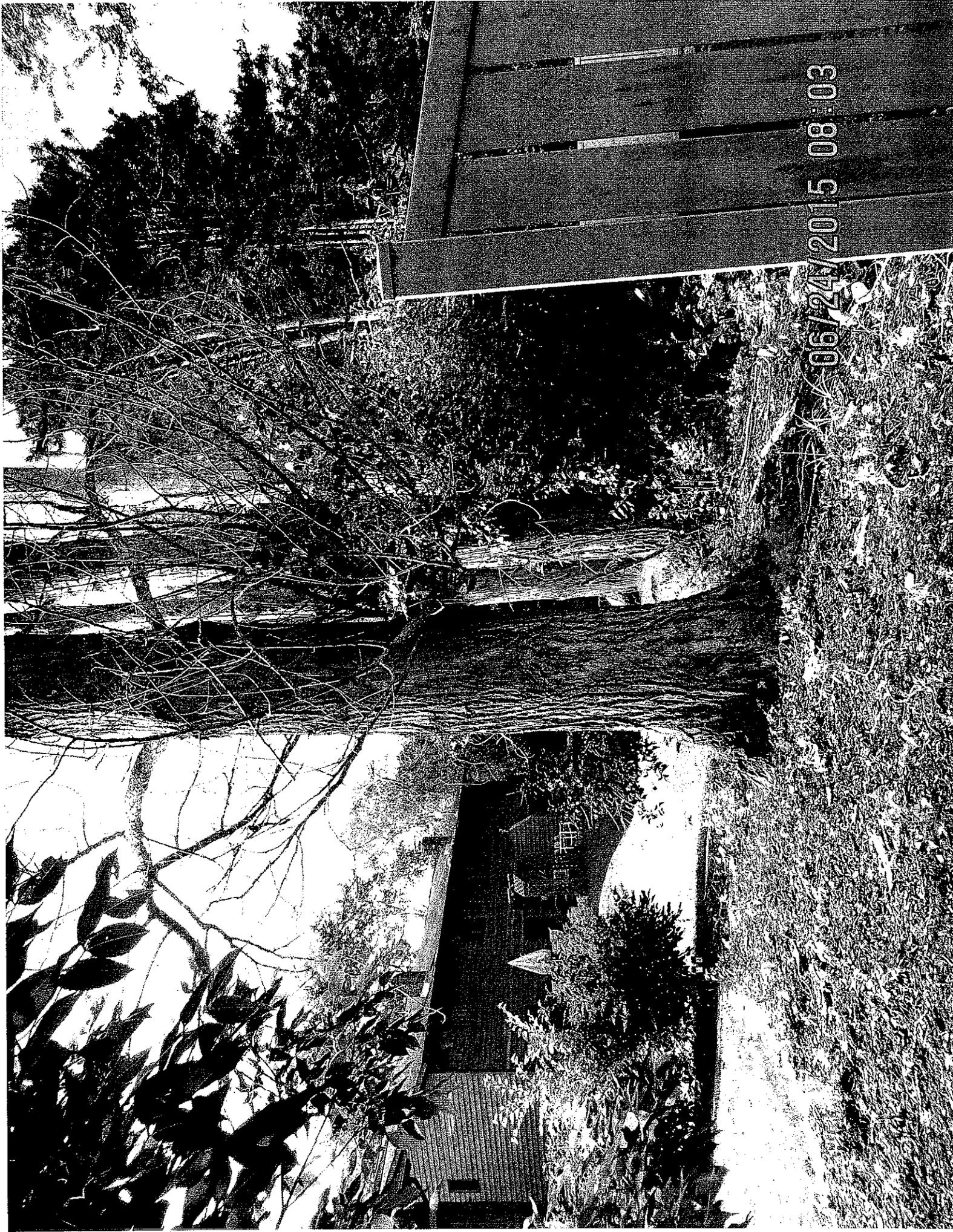


Parcel Lines

Approximate Location of  
Dead Trees

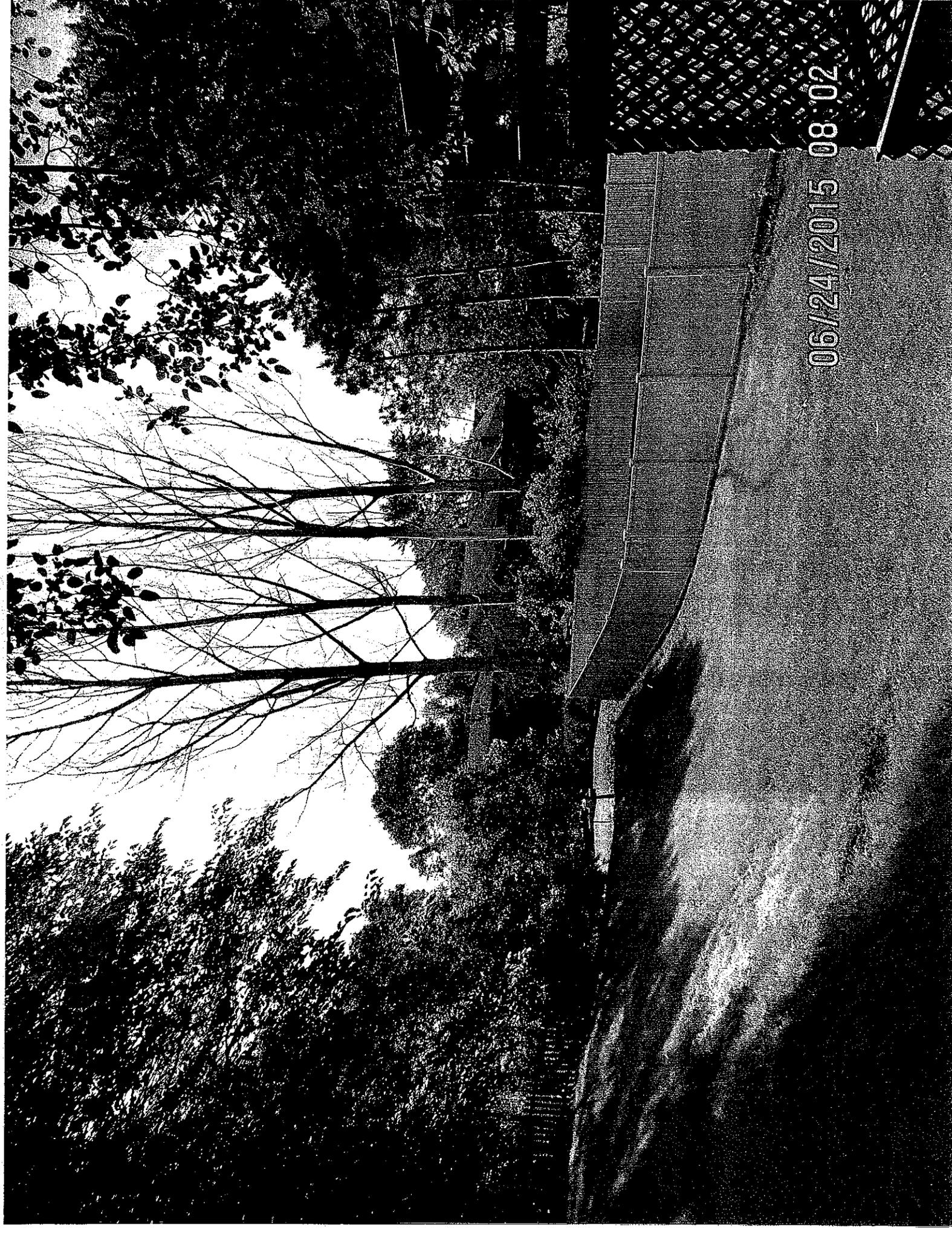


*This map is to be used for reference purposes only. Every effort has been made to make this map as accurate as possible.*



06/24/2015 08:03

06/24/2015 08:02



**Sec. 6-4-5 Abatement of Tree Disease Nuisances.**

- (a) **Dutch Elm and Other Tree Diseases a Public Nuisance.** Whereas the Common Council has determined that there are many trees growing on public and private premises within the City, the loss of which would substantially depreciate the value of public and private property, impair the use and enjoyment of public and private premises and erode the tax base of the City, and that the health and life of such trees is threatened by fatal diseases such as Dutch Elm disease, which is spread by the elm bark beetles *Scolytus multistriatus* (Eichb.) or *Hylurgopinus rufipes* (Marsh.), the Common Council hereby declares its intention to control and prevent the spread of such disease and the insect pests and vectors which carry such diseases and specifically declares Dutch Elm disease and the elm bark beetles which carry such disease to be public nuisances.
- (b) **Definitions.** As used in this Section, unless otherwise clearly indicated by the context:
- (1) "Public Nuisance" means:
    - a. Dutch Elm disease.
    - b. Elm bark beetles *Scolytus multistriatus* (Eichb.) or *Hylurgopinus rufipes* (Marsh.).
    - c. Any living or standing elm tree or part thereof infected with the Dutch Elm disease fungus or in a weakened condition which harbors any of the elm bark beetles, *Scolytus multistriatus* (Eichb.) or *Hylurgopinus rufipes* (Marsh.).
    - d. Any dead elm tree or part thereof, including logs, branches, stumps, firewood or other elm material from which the bark has not been removed and burned or sprayed with an effective elm bark beetle destroying concentrate.
    - e. Any other deleterious or fatal tree disease.
    - f. Any tree or part thereof which by reason of its condition and location is hazardous or dangerous to persons and property using or upon any public street, sidewalk, alley, park or other public place, including the terrace strip between curb and lot line.
    - g. Any tree or part thereof which is infested by the eastern tent caterpillar or other defoliating larvae.
  - (2) "Public property" means owned or controlled by the City, including without limitation because of enumeration, public sites, parks, playgrounds, streets, alleys, sidewalks, boulevards, and the terrace strip between the lot line and the curb or improved portion of any public way.
  - (3) "Person" means person, firm or corporation.
- (c) **Inspection.**
- (1) The Staff Forester shall inspect or cause to be inspected all premises and places within the City to determine whether any public nuisance exists thereon. He shall also inspect or cause the inspection of any elm tree reported or suspected to be infested with the Dutch Elm disease or any elm bark bearing materials reported or suspected to be infested with elm bark beetles.

## Trees and Shrubs

6-4-5

(2) Whenever necessary to determine the existence of Dutch Elm disease or elm bark beetles in any tree, the person inspecting such tree shall remove or cut specimens from the tree in such manner as to avoid fatal injury thereto and deliver such specimens to the Forester who shall forward them to the Wisconsin Department of Agriculture at Madison for analysis to determine the presence of such nuisances.

**(d) Abatement of Nuisances; Duty of Forester.**

- (1) The Board of Public Works, upon the recommendation of the Staff Forester, shall order, direct, supervise and control the abatement of public nuisances as defined in this Section by spraying, removal, burning or by other means which it determines to be necessary to prevent as fully as possible the spread of Dutch Elm disease fungus, other deleterious tree diseases or the insect pests or vectors known to carry such diseases.
- (2) Whenever the Forester after inspection or examination shall determine that a public nuisance as herein defined exists on public property in the City, he shall ask the Board of Public Works to abate or cause the abatement of such nuisance in such manner as to destroy or prevent as fully as possible the spread of Dutch Elm disease, other deleterious tree diseases, or the insect pests or vectors known to carry such disease fungus.
- (3)
  - a. When the Board of Public Works shall determine with reasonable certainty that a public nuisance exists upon private premises, it shall immediately serve or cause to be served personally or by registered mail upon the owner of such property, if he can be found, or upon the occupant thereof, a written notice of the existence of such nuisance and of a time and place for a hearing before the Board of Public Works, not less than fourteen (14) days after service of such notice, on the abatement action to be taken. Such notice shall describe the nuisance and recommend procedures for its abatement, and shall further state that unless the owner shall abate the nuisance in the manner specified in the notice, or shall appear at the hearing to show that such nuisance does not exist or does not endanger the health of trees in the City, the Board of Public Works shall cause the abatement thereof at the expense of the property served. If the owner cannot be found, such notice shall be given by publication in a newspaper of general circulation in the City.
  - b. If, after hearing held pursuant to this Subsection, it shall be determined by the Board of Public Works that a public nuisance exists, it shall forthwith order the immediate abatement thereof. Unless the property owner abates the nuisance as directed within five (5) days after such hearing, the Board of Public Works shall proceed to abate the nuisance and cause the cost thereof to be assessed against the property in accordance with the procedures provided in this Section. The Board of Public Works may extend the time allowed the property owner for abatement work but not to exceed ten (10) additional days.

## **Trees and Shrubs**

### **6-4-5**

#### **(e) Spraying .**

- (1) Whenever the Forester shall determine that any tree or part thereof is infected with a deleterious or fatal tree disease or is in a weakened condition or harbors elm bark beetles, he may request the Board of Public Works to authorize the spraying of all trees within a one thousand (1,000) foot radius thereto with an effective disease destroying concentrate or other insecticide.
- (2) In order to facilitate the work and minimize the inconvenience to the public of any spraying operations conducted under this Section, the Staff Forester shall cause to be given advance public notice of such operations by newspaper, radio, television, public service announcements or other effective means and shall also cause the posting of appropriate warning notices in the areas and along the streets where trees are to be sprayed at least twenty-four (24) hours in advance of spraying. When any residue or concentrate from municipal spraying operations can be expected to be deposited on any public street, the Staff Forester shall also notify the Chief of Police, who shall take all necessary steps to make and enforce temporary parking and traffic regulations on such streets as conditions require. Temporary "no parking" notices shall be posted in each block of any affected street at least twenty-four (24) hours in advance of spraying operations.
- (3) When appropriate warning notices and temporary "no parking" notices have been given and posted in accordance with Subsection (b) of this Section, the City shall not allow any claim for damages to any vehicle caused by such spraying operations.
- (4) When trees on private property are to be sprayed, the Staff Forester shall notify the owner of such property and proceed in accordance with the requirements of Subsection (d)(3).

### **Sec. 6-4-6 Assessment of Costs of Abatement.**

- (a) The entire cost of abating any public nuisance or spraying trees as defined herein shall be charged to and assessed against the parcel or lot abutting on the street, alley, terrace, boulevard or parkway upon or in which such tree is located or the parcel or lot upon which such tree stands in accordance with Section 66.60(16) or Section 27.09, Wis. Stats. The cost of abating any such nuisance or part thereof which is located in or upon any park shall be borne by the City.
- (b) The cost of abating a public nuisance or spraying elm trees, elm wood or trees infected with other tree diseases located on private premises when done at the direction and under the supervision of the Board of Public Works and Staff Forester shall be assessed to the property on which such nuisance, tree or wood is located as follows:
  - (1) The Board of Public Works shall keep a strict account of the cost of such work or spraying and the amount chargeable to each lot or parcel and shall report such work, charges, description of lands to which charged and names and addresses of the owners of such lands to the Common Council on or before October 15 of each year.

# **STAFF REVIEW SUMMARY**

## **CITY OF ONALASKA BOARD OF PUBLIC WORKS**

August 4, 2015

**Agenda Item:** #14

**Project/Item Name:** STH 35 MOA

**Location:** STH 35 Poplar street to CTH OT

**Requested Action:** Approval of MOA

**Staff Report/Description:** Memorandum of Agreement will cover any archeological work that may occur during project. City of Onalaska will be replacing approximately 4 blocks of water main during the project necessitating being a part of the MOA.

**Attachments:** Proposed MOA

**MEMORANDUM OF AGREEMENT  
BETWEEN THE FEDERAL HIGHWAY ADMINISTRATION (FHWA)  
AND THE WISCONSIN STATE HISTORIC PRESERVATION OFFICE (SHPO)  
REGARDING ACCESS AND INTERSECTION IMPROVEMENTS POPLAR ST – USH 53  
LA CROSSE COUNTY, WISCONSIN**

**Whereas** the Federal Highway Administration (FHWA) in cooperation with the Wisconsin Department of Transportation (WisDOT) plans to reconstruct the existing two-lane facility with a new median to accommodate intersection access improvements with both left and right turn bays along with the construction of two roundabouts on STH 35 (between Poplar St. and USH 53) (Project ID 7190-06-00/WHS#: 06-0249/LC) in the City of Onalaska, Town of Onalaska, and Village of Holmen, La Crosse County, Wisconsin and has determined.

**Whereas** the FHWA & WisDOT in consultation with Interested Parties and the Wisconsin State Historic Preservation Office (SHPO), has defined the proposed undertaking's Area of Potential Effects (APE) as described in attachment #1 in accordance with 36 CFR 800.16(d)

**Whereas**, the FHWA & WisDOT has determined that the undertaking will have an adverse effect on Firesign [47LC359], which is eligible for listing in the National Register of Historic Places, and has consulted with Wisconsin State Historic Preservation Officer pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108, formerly 16 U.S.C. § 470f); and

**Whereas**, the FHWA & WisDOT has determined that the undertaking may have adverse effects on the Lowrider [47LC826] and Kloppenburg [47LC397] sites and are being treated eligible for listing in the National Register of Historic Places, and has consulted with Wisconsin State Historic Preservation Officer pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108, formerly 16 U.S.C. § 470f); and

**Whereas**, the FHWA & WisDOT has determined that the undertaking will not adversely effects on the Wheel Rust [47LC388], and has consulted with Wisconsin State Historic Preservation Officer pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108, formerly 16 U.S.C. § 470f); and

**Whereas**, a Phase 2 site evaluation study will be conducted for the Shoetree 47LC827 site to determine if it is an eligible historic property;

**Whereas**, the FHWA & WisDOT has requested consultation with the Ho-Chunk Nation and is being invited to sign this MOA as a concurring party;

**Whereas**, the FHWA & WisDOT has consulted with [WisDNR, USACE, and the Village of Holmen] regarding the effects of the undertaking on historic properties and has invited them to sign this MOA as a [invited] party; and;

**Whereas** the Federal Highway Administration (FHWA) will be providing funding for the project and the project will require a Department of the Army permit from the St. Paul District, U.S. Army Corps of Engineers (USACE). The Corps and the FHWA agree that the FHWA shall be the lead federal agency responsible for satisfaction of federal responsibilities pursuant to § 106, and

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**Whereas**, in accordance with 36 CFR § 800.6(a)(1) FHWA has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

**Whereas**, the undertaking consists of data recovery (*systematic subsurface excavation, analysis curation and reporting of significant information*) at the Firesign [47LC359] site;

**Whereas**, the Wisconsin SHPO has concurred with the April 2015 Data Recovery Plan titled: "*Phase III Mitigation/Data Recovery at Five Archaeological Sites for the Proposed Reconstruction of State Highway 35 between Poplar Street and U.S. Highway 53 in La Crosse County, Wisconsin*" (attachment #2); and

**Whereas** the consulting parties of this MOA concur with the April 2015 Data Recovery Plan titled: "*Phase III Mitigation/Data Recovery at Five Archaeological Sites for the Proposed Reconstruction of State Highway 35 between Poplar Street and U.S. Highway 53 in La Crosse County, Wisconsin*" (attachment #2) and

**Whereas** the public has been given an opportunity to comment on the undertaking's effects pursuant to 36 CFR 800.6(a)(4) through public information meetings and notices regarding project impacts, and

**Whereas**, human burial discoveries will be treated in accordance with Wisconsin §. 157.70, and

**Now, therefore** the FHWA & WisDOT and the Wisconsin SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

#### STIPULATIONS

The FHWA shall ensure that the following measures are carried out:

#### **Mitigation of Effects to Archaeological Sites: 47LC359, 47LC826, 47LC388, 47LC397 & 47LC827**

1. WisDOT shall ensure that the DRP at attachment #2 is executed in order to obtain significant information from the Firesign [47LC359] archaeological site.
2. WisDOT shall ensure that the DRP at attachment #2 is executed in order to monitor and recover significant information from the Lowrider [47LC826] and Kloppenburg [47LC397] archaeological sites.

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3. [Pursuant to 36 CFR 60.14 WisDOT or its agent, in consultation with the WI-SHPO shall prepare a National Register nomination for an archaeological district centered around Tremaine [47LC95/BLC-0071] by completing a national Register Nomination Form in accordance with the National Park Service (NPS) and SHPO requirements, including National Register Bulletin: How to Complete the National Register Registration Form. The following items will be submitted:
  - i. Completed NPS Form 10-900, hard copy and electronic version.
  - ii. U.S. Geological Survey map per NPS requirements.
  - iii. Sketch or other appropriate historic boundary map, per NPS requirements.
  - iv. Two sets of labeled 5" x 7" photographs, per NPS requirements.
  - v. Labeled digital images on CD, per NPS requirements.
  - vi. Review Board PowerPoint presentation on CD, per SHPO requirements.
  - vii. Summary paragraph, per SHPO requirements.
  - viii. National Register checklist, per SHPO requirements.
4. WisDOT shall ensure protective fencing is installed to prevent effects to the Wheel Rust [47LC388] site.
5. A phase 2 site evaluation study will be conducted for the Shoetree [47LC827] site.
6. Archaeological surveys are to be conducted for borrow, batch plants, waste sites, design refinements (including erosion), and staging areas to be used for this project. Results of these surveys will be provided to SHPO and the signatories of this MOA. If significant discoveries of non-burial related archaeological properties are discovered, Section 106 procedures pursuant to 36 CFR 800 will be followed or another area will be obtained for borrow, batch plants, waste sites and staging areas.

### **On Site Monitoring**

1. The on-site project manager will notify the SHPO/THPO, WisDOT Environmental Process and Documents Section (EPDS), and interested Tribe(s) ten days prior to the start of construction for monitoring purposes.
2. A qualified archaeologist shall be present to monitor project-related ground-disturbing activities.
3. If requested, a tribal representative will be allowed to monitor ground-disturbing activities.
  - a. To ensure human safety, this activity shall be coordinated with the on-site project manager.
4. Upon discovery of a human burial(s), the archaeologist will inform the on-site project manager to stop construction activities in the immediate area and to establish a 15-foot

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protective barrier around the discovery.

*Note: The archaeologist is responsible for defining the proper location for the temporary protective barrier. The protective barrier will remain in place until s.s. 157.70 authorization is received.*

### **Inadvertent or Post Review Discoveries**

Protective steps will be taken to safeguard archaeological site(s) and/or human remains after working hours. Measures will include one or more of the following: fencing, signage, temporary backfilling of area to conceal the location, and notification of local authorities to include the area in their patrol.

#### **Burial Related**

1. The on-site construction project manager shall immediately stop construction activities and protect the site area if any inadvertent burial related discoveries (human remains) are encountered. The treatment of burial related discoveries shall comply with provisions contained in Wisconsin s.s. 157.70.
  - a) The on-site construction project manager will immediately notify EPDS and EPDS will notify FHWA, the SHPO, consulting Tribes, and interested consulting parties of these discovery(ies).

#### **Non-burial Related**

1. The on-site construction project manager shall immediately stop construction activities and protect the area of the discovery if any significant non-burial related discoveries are encountered.
  - a. The on-site project manager will immediately notify WisDOT's EPDS and EPDS will notify FHWA, the SHPO, interested tribes, and signatories of this MOA.
  - b. Through an expedited consultation pursuant to 36 CFR 800.13(b), FHWA & WisDOT will consult with the signatories of this MOA to determine an appropriate treatment to resolve project impacts. The area will remain protected until authorization is received to proceed.

#### **Administrative stipulations:**

1. Contracts pertaining to construct access and intersection improvements on STH 35 (between Poplar St. and USH 53) (Project ID 7190-06-00/SHSW#: 06-0249/LC) in the City of Onalaska, La Crosse County, Wisconsin shall contain language describing the potential delays to the contractor due to potential discoveries (archaeological and or burial).

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2. Interim reports are to be provided to the signatories of this MOA annually (January) until the final report is completed.
3. Interested Tribes will be offered an opportunity prior to the start of data recovery field investigations to meet with archaeologists to discuss culturally sensitive issues.

## OTHER TERMS AND CONDITIONS

### Public Interpretation

1. Upon completion of the field data recovery, including completion of interim report(s) FHWA & WisDOT shall provide a preliminary plan to the signatories of this MOA for review and comment.
  - a. The plan will focus on enhancing or expanding the public interpretation stipulations contained in the STH 35 MOA (Oak Forest Drive to Poplar Streets) [ID# 7190-05-00/WHS# 06-0433/LC].
  - b. Types of public outreach could included but not limited to; articles for publication, public lectures, web sites, presentations, etc.
2. Interim reports regarding any public outreach efforts accomplished as a result of this project (i.e. lectures, presentations, articles, news releases, publications etc.) will be submitted annually to the signatories of this MOA.

### Curation

1. Features/materials determined to be *On State, state sub-division, or privately owned land*: All records and materials will be curated in accordance with the Secretary of Interior Guidelines, 36 CFR 79, and in compliance with Wisconsin s.s. 44.40.

### Reports

1. Interim report of findings will be submitted annually to the WisDOT, WI-SHPO, and interested Tribes, until completion of the data recovery, which consists of field and laboratory work.
2. Archaeological reports will be completed within two (2) years upon completion of the data recovery, which includes lab analysis. All reports will be in compliance with contemporary professional standards and with the *Department of Interior's Format Standards for Final Reports of Data Recovery Programs* (47 FR 5377-79). Precise locational data may be provided only in a separate appendix if it appears that its release could jeopardize the security

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of the archaeological site(s).

### **Professional Qualifications**

1. All archaeological and historic preservation work conducted pursuant to this agreement is carried out by or under the supervision of a person or persons meeting at a minimum the Secretary of the Interior's Professional Qualifications Standards. These guidelines include field research, analysis, report preparation and curation.

### **MONITORING AND REPORTING**

Each January following the execution of this MOA until it expires or is terminated, WisDOT or its agent shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in FHWA & WisDOT's efforts to carry out the terms of this MOA.

### **ASI [Archaeological Site Inventory] - Update**

1. Information resulting from the archaeological survey and data recovery shall be provided to the State Archaeologist in a form acceptable for inclusion in the WHS, Historic Preservation Division's database.

### **DISPUTE RESOLUTION**

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, FHWA & WisDOT shall consult with such party to resolve the objection. If FHWA & WisDOT determines that such objection cannot be resolved, FHWA will:

A. Forward all documentation relevant to the dispute, including the FHWA/WisDOT's proposed resolution, to the ACHP. The ACHP shall provide FHWA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, FHWA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of the written response. FHWA & WisDOT will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, FHWA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, FHWA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

C. FHWA & WisDOT's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

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Memorandum of Agreement Dated July 2015  
STH 35 Poplar Street – USH 53  
La Crosse County, Wisconsin  
Project I.D. 7190-06-00/SHSW# 06-0249/LC

D. Disputes regarding human remains on *State, state sub-division, or privately owned lands* will be in accordance with Wisconsin § 157.70.

#### **AMENDMENTS**

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

#### **TERMINATION**

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per the **amendment** stipulation above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories. Once the MOA is terminated, and prior to work continuing on the undertaking, FHWA & WisDOT shall either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. FHWA & WisDOT shall notify the signatories as to the course of action it will pursue.

#### **DURATION (SUNSET PROVISION)**

This MOA will expire if its terms are not carried out within [10 years] from the date of its execution. Prior to such time (FHWA & WisDOT) may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with 36 CFR 800.

July 2015

Memorandum of Agreement Dated July 2015  
STH 35 Poplar Street – USH 53  
La Crosse County, Wisconsin  
Project I.D. 7190-06-00/SHSW# 06-0249/LC

Execution of this Memorandum of Agreement by FHWA & WisDOT and the Wisconsin SHPO and implementation of its terms evidence that FHWA has taken into account the effects of this undertaking (ID# 7190-06-00/SHSW# 06-0249/LC) on historic properties and afforded the ACHP an opportunity to comment.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS MEMORANDUM OF AGREEMENT AS OF THE LAST SIGNATURE DATE BELOW.

Signatories:

**Federal Highway Administration**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Ian Chidister, Environmental Program Manager

**Wisconsin State Historic Preservation Office**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Jim Draeger, State Historic Preservation Officer

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STH 35 Poplar Street – USH 53  
La Crosse County, Wisconsin  
Project I.D. 7190-06-00/SHSW# 06-0249/LC

Invited Signatories:

**St. Paul District, US Army Corps of Engineers**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Tamara E. Cameron, Chief, Regulatory Branch

**Wisconsin Department of Transportation**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Rebecca Burkel, Director of Bureau of Technical Services

**Wisconsin Department of Natural Resources**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Mark Dudzik, DNR Archaeologist

**Village of Holmen**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Nancy Proctor, Village of Holmen,

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La Crosse County, Wisconsin  
Project I.D. 7190-06-00/SHSW# 06-0249/LC

Concurring Parties:

**Ho-Chunk Nation**

By: \_\_\_\_\_

Date: \_\_\_\_\_

William Quackenbush, Ho-Chunk Nation  
Tribal Historic Preservation Officer

**City of Onalaska**

By: \_\_\_\_\_

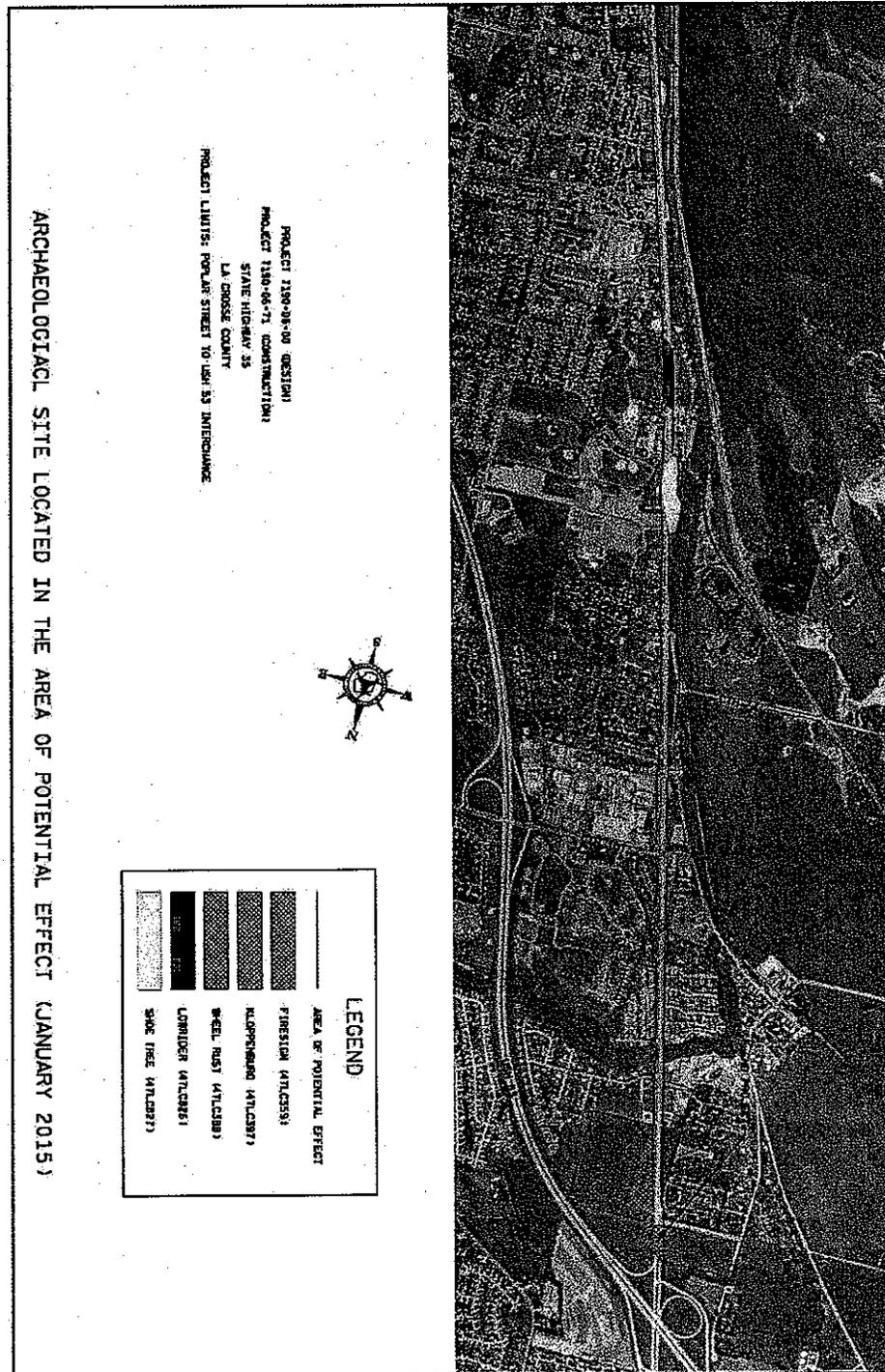
Date: \_\_\_\_\_

Joe Chilsen, City of Onalaska, Mayor

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Attachment #1

APE (Area of Potential Effect)



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Memorandum of Agreement Dated July 2015  
STH 35 Poplar Street – USH 53  
La Crosse County, Wisconsin  
Project I.D. 7190-06-00/SHSW# 06-0249/LC

**Attachment #2**

Appendix 11.

## **Data Recovery Plan**

### **Phase III Mitigation/Data Recovery at Five Archaeological Sites for the Proposed Reconstruction of WIS 35 between Poplar Street and US 53 in La Crosse County, Wisconsin**

Prepared for  
The Wisconsin Department of Transportation

WisDOT ID: 7190-06-00  
WHS # 06-0249/LC  
La Crosse County  
WIS 35: Poplar Street to US 53  
MAP project ID 05-0524

April 2015

prepared by

Norman M. Meinholz  
Kelly Hamilton

Museum Archaeology Program, Wisconsin Historical Society

Research conducted for this project was authorized and funded by the Wisconsin Department of Transportation in compliance with Sections 106 and 110 of the National Historic Preservation Act of 1966, as amended. The project was conducted in compliance with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation as amended and annotated, Wisconsin Archaeological Survey Guidelines for Public Archaeology in Wisconsin as revised in 1997, and Chapters 44.40 and 157.70 of Wisconsin Statutes.

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# **STAFF REVIEW SUMMARY**

## CITY OF ONALASKA BOARD OF PUBLIC WORKS

August 4, 2015

Agenda Item: #15

Project/Item Name: Main Street bicycle facility striping

Location: Main Street

Requested Action: Approval of striping quote

Staff Report/Description: A striping quote was solicited from the striping contractor that will be working on the STH 16 left turn lane project. Costs are within normal range for this work. Striping will be in epoxy paint with anticipated wear of five years.

Attachments: Striping quote.

# CENTURY FENCE COMPANY

P.O. Box 727, Pewaukee, Wisconsin 53072-0727

(262) 547-3331

Pavement Marking Division ISO 9001:2000 Certified

Equal opportunity employer

Fax (262) 691-3487

1-800-558-0507

Project: Main Street Bike Lane  
City of Onalaska  
La Crosse County, Wisconsin

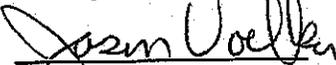
Letting: July 23, 2015

Proposal#

Line Number	Item Description	Unit	Estimated Quantity	Unit Bid Price	Bid Amount
1	Pavement Marking, Epoxy 4-Inch, White Edgeline	L.F.	1,150	0.75	862.50
2	Pavement Marking, Epoxy 4-Inch, Yellow Centerline	L.F.	550	1.60	880.00
3	Pavement Marking, Epoxy, Channelizing, 8"	L.F.	30	1.60	48.00
4	Pavement Marking, Epoxy, Bike Lane Symbol	Each	5	150.00	750.00
5	Pavement Marking, Epoxy, Bike Lane, Straight Arrow	Each	5	155.00	775.00
6	Pavement Marking, Epoxy, Bike Lane, Turn Arrow	Each	4	155.00	620.00
7	Pavement Marking, Epoxy, Bike Lane, Words "BIKE"	Each	2	200.00	400.00
8	Pavement Marking, Epoxy, Bike Lane, Words "LANE"	Each	2	200.00	400.00
9	Pavement Marking, Epoxy, Words "ONLY"	Each	2	275.00	550.00
10	Pavement Marking, Epoxy, Arrows, Type 2	Each	3	275.00	825.00
11	Remove 8" Channelizing Line	L.F.	110	1.60	176.00
12	Remove Symbols, Arrows Type 2	Each	4	60.00	240.00

Total 6,526.50

Century Fence Company



Per: Jason Voelker, Estimator  
jvoelker@centuryfence.com

Date: July 23, 2015

Notes: Based on one mobilization  
Quote must be accepted within 30 days to remain valid

# **STAFF REVIEW SUMMARY**

## CITY OF ONALASKA BOARD OF PUBLIC WORKS

August 4, 2015

**Agenda Item:**

**#16**

**Project/Item Name:**

South Kinney Coulee lift station

**Location:**

South Kinney Coulee Road

**Requested Action:**

Discussion on project costs and La Crosse  
County landfill impacts

**Staff Report/Description:**

Cost estimates for the project with varying flows of sewerage from the La Crosse County Landfill are attached. Various pumping scenarios and associated costs shown in the project estimates will be discussed at the meeting.

**Attachments:**

Cost estimates

## City of Onalaska

DRAFT opinion of Probable Construction Costs for the South Kinney Coulee Pumping Station  
Updated July 17, 2015

Landfill Flow = 50 gpm

Item	Unit Price	Quantity	Installation Factor	Extension	Design Basis	
					Average Flow	Peak Flow
Demolition	\$5,000 ls	1 ls	1	\$5,000	\$5,000	\$8,000
Yard Piping	\$8,000 ls	1 ls	1	\$8,000		
Site Grading	\$12,000 ls	1 ls	1	\$12,000	\$12,000	
Valve Vault						
Structure	\$35,000 ea	1 ea	1.15	\$40,250	\$40,250	\$40,250
Piping and Valves	\$35,000 ls	1 ls	1.15	\$40,250		
Equipment						
Submersible Pumps	\$12,000 ea	2 ea	1.35	\$32,400		\$32,400
Generator	\$17,000 ea	1 ea	1.1	\$18,700		\$18,700
Electrical						
Manual Transfer Switch	\$4,000 ea	1 ea	1.2	\$4,800		
Control Panel w/ Panelview	\$32,000 ea	1 ea	1.1	\$35,200		\$35,200
SCADA Modification/Electrical	\$12,000 ls	1 ls	1	\$29,616		
Utility Allowance	\$1,500 ls	1 ls	1	\$1,500		
Subtotal				\$227,716	\$99,166	\$134,550
Contingencies				\$22,770	\$9,880	\$18,330
Total				\$250,486	\$103,046	\$152,880
Landfill Percentage Share					10.9%	14.7%
Landfill Cost				\$11,270	\$33,740	\$22,470
Total Landfill Cost						13.5%

# City of Onalaska

DRAFT opinion of Probable Construction Costs for the South Kinney Coulee Pumping Station  
 Updated July 17, 2015

Landfill Flow = 200 gpm

Item	Unit Price	Quantity	Installation Factor	Extension	Design Basis	
					Average Flow	Peak Flow
Demolition	\$5,000 ls	1 ls	1	\$5,000	\$5,000	
Yard Piping	\$8,000 ls	1 ls	1	\$8,000		\$8,000
Site Grading	\$12,000 ls	1 ls	1	\$12,000	\$12,000	
Valve Vault						
Structure	\$35,000 ea	1 ea	1.15	\$40,250	\$40,250	
Piping and Valves	\$35,000 ls	1 ls	1.15	\$40,250		\$40,250
Equipment						
Submersible Pumps	\$12,000 ea	2 ea	1.35	\$32,400		\$32,400
Generator	\$ 18,500 ea	1 ea	1.1	\$20,350		\$20,350
Electrical						
Manual Transfer Switch	\$ 4,000 ea	1 ea	1.2	\$4,800	\$4,800	
Control Panel w/ Panelview	\$ 35,500 ea	1 ea	1.1	\$39,050		\$39,050
SCADA Modification/Electrical	\$22,116 ls	1 ls	1	\$22,116	\$22,116	
Utility Allowance	\$9,000 ls	1 ls	1	\$9,000	\$9,000	
Subtotal				\$233,216	\$93,166	\$140,050
Contingencies				\$23,320	\$9,880	\$18,330
Total				\$256,536	\$103,046	\$158,380
Landfill Percentage Share					10.9%	41.7%
Landfill Cost				\$11,270	\$66,040	
Total Landfill Cost				\$77,310		

→ \$256,536

+ \$6,050.-

DIFFERENCE FROM

50 GPM TO 200 GPM

**City of Onalaska**

DRAFT opinion of Probable Construction Costs for the South Kinney Coulee Pumping Station  
Updated July 17, 2015

Landfill Flow = 560 gpm

Item	Unit Price	Quantity	Installation Factor	Extension	Design Basis	
					Average Flow	Peak Flow
Demolition	\$5,000 ls	1 ls	1	\$5,000	\$5,000	
Yard Piping	\$8,000 ls	1 ls	1	\$8,000		\$8,000
Site Grading	\$12,000 ls	1 ls	1	\$12,000	\$12,000	
Valve Vault						
Structure	\$35,000 ea	1 ea	1.15	\$40,250	\$40,250	\$40,250
Piping and Valves	\$35,000 ls	1 ls	1.15	\$40,250		\$40,250
Equipment						
Submersible Pumps	\$21,500 ea	2 ea	1.35	\$58,050		\$58,050
Generator	\$ 26,000 ea	1 ea	1.1	\$28,600		\$28,600
Electrical						
Manual Transfer Switch	\$ 4,900 ea	1 ea	1.1	\$5,390		
Control Panel w/ Panelview	\$ 44,000 ea	1 ea	1.1	\$48,400		\$48,400
SCADA Modification/Electrical	\$34,706 ls	1 ls	1	\$34,706	\$34,706	
Utility Allowance	\$ 1,500 ls	1 ls	1	\$1,500	\$1,500	
<b>Subtotal</b>				\$282,146	\$98,846	\$183,300
Contingencies				\$28,210	\$9,880	\$18,330
<b>Total</b>				<u>\$310,356</u>	<u>\$108,726</u>	<u>\$201,630</u>
Landfill Percentage Share					10.9%	65.0%
Landfill Cost				\$11,890	\$11,890	\$131,060
<b>Total Landfill Cost</b>				<u>\$142,950</u>		<u>\$142,950</u>
						46.1%

# **STAFF REVIEW SUMMARY**

## CITY OF ONALASKA BOARD OF PUBLIC WORKS

August 4, 2015

**Agenda Item:** #17

**Project/Item Name:** Public Works Facility epoxy floor coating

**Location:** Public Works Facility

**Requested Action:** Discussion on installation of epoxy floor coating

**Staff Report/Description:** Epoxy floor coating was deleted from the 2015 Capital Improvements Budget. This item is proposed to be funded with savings from various 2015 Capital Projects. Existing floor is showing signs of rapid surface loss and joint failure due to salt.

**Attachments:** Cost estimates



# MEMORANDUM

## PUBLIC WORKS DEPARTMENT

TO: Board of Public Works

FROM: Jarrod Holter, City Engineer *JH*

DATE: July 22, 2015

CC:

RE: Epoxy floor coating at Public Works Facility

Included within the 2015 Capital Improvements budget was item #21 Public Works Facility – epoxy floor coating. This item was deleted from the finalized 2015 Capital Improvements budget but during dialogue it was suggested that this item be brought forward if funds were saved in 2015 Capital Improvements projects. I am pleased to inform you funds are available from the 2015 Capital Improvements Projects to fund the epoxy floor coating. The following are the projects with balances:

- General 3<sup>rd</sup> South 415-51000-057
- Storm sewer Pond 17 415-53440-031
- Water Fruit Acres 415-57000-041
- Sanitary Sewer 3<sup>rd</sup> South 415-58000-057

Quotes for the work are attached. Please contact me with any questions.

# Dynamic Concrete Resurfacing, LLC

212 Hood St  
 La Crosse, WI 54601  
 Ph. 608-787-6694  
 Fax. 608-787-9806

# Estimate

Date	Estimate #
7/20/2015	1401

Name / Address
City of Onalaska 252 Mason St. Onalaska, WI. 54650 jholter@cityofonalaska.com 608-781-9506,608-780-2167

Description	P.O. No.		Project
	Qty	Cost	Total
Labor and materials to shotblast and diamond grind the floor to ICRI CSP #3 for proper coating adhesion and then install a moisture stop epoxy primer followed by a high build epoxy with quartz broadcast to help with skid resistance, then topcoated with a high wear urethane. ( Main shop area, 4389 square feet.)	4,389	3.56	15,624.84
Labor and materials to shotblast and diamond grind the floor to ICRI CSP #3 for proper coating adhesion and then install a moisture stop epoxy primer followed by a high build epoxy with quartz broadcast to help with skid resistance, then topcoated with a high wear urethane. (Hall area, 1255 square feet.)	1,255	3.56	4,467.80
Labor and materials to shotblast and diamond grind the floor to ICRI CSP #3 for proper coating adhesion and then install a moisture stop epoxy primer followed by a high build epoxy with quartz broadcast to help with skid resistance, then topcoated with a high wear urethane. ( Wash bay, 1417 square feet.)	1,417	3.56	5,044.52
Labor and materials to clean and fill joints in the warm storage, 3,488 lineal feet.	3,488	2.77	9,661.76
Labor and materials to diamond grind and apply a moisture stop epoxy primer followed by 2 coats of high wear urethane, loaded with ultra durability plus, warm storage, 22,490 square feet.	22,490	1.80	40,482.00
Daily rental for generator if it is required.		250.00	250.00
<b>Total</b>			<b>\$75,530.92</b>



John Miksis  
W8223 County Hwy ZB  
Onalaska, WI 54650  
Armortuff1@gmail.com

**Concrete Resurfacing Systems**

Phone: (608) 781-5182  
Cell: (608) 769-1863  
[www.armortuff.com](http://www.armortuff.com)

**Submitted to:**

Name: City of Onalaska Attn: Brian Babiash  
Address: 255 Riders Club Rd  
City, State: WI. Zip:  
Phone: 608- Cell: 608-792-9330  
Date: 7-23-15 E mail: [bbabiash@cityofonalaska.com](mailto:bbabiash@cityofonalaska.com)

**Job Description: Onalaska Public Works Building**

Floor Resurfacing: Floor preparation to include shot blasting, patching all control cuts, and diamond grinding; Floor coating will include a penetrating Epoxy Base Coat, with #4030 Quartz Broadcast; 2<sup>nd</sup> coat of solid color 100% solids Epoxy with #4095 Quartz Broadcast for added slip resistance; Finish coat: Solid color chemical resistant Urethane.

**Heated Storage Area: (Note line painting is not included in cost)**

23,250 Sq.Ft.

\$74,000

**Mechanic Area:**

4000 Sq.Ft.

\$12,600

**Hallway:**

1425 Sq.Ft.

\$4480

**Wash bay:**

1400 Sq.Ft.

\$4400

*\$95,480.-*  
*-(4,978.-)* LESS TAX  
\$90,502.-



**\*Tax included in all pricing**

**\*Payment terms: 50% deposit with balance due upon completion.**

The above prices, specification, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as shown above.

\*Damage due to hydrostatic water pressure is not covered under warranty.

Signature Customer: \_\_\_\_\_

# STAFF REVIEW SUMMARY

## CITY OF ONALASKA BOARD OF PUBLIC WORKS

August 4, 2015

Agenda Item: #18

Project/Item Name: Green Coulee Water High Service Zone  
water study

Location: Green Coulee

Requested Action: Approval of water study

Staff Report/Description: With increased home construction in Green Coulee existing water booster facilities are in need of upgrades. Any upgrades will require Wis. DNR plan review which will require additional infrastructure. City staff has worked over the last 8 years to get a second connection to the Country Club reservoir but have been unsuccessful. This study will outline options and opinions of probable cost for needed improvements. The study will be finished in time for discussion of possible projects for the 2016 Capital Improvements budget.

Attachments: Engineering proposal



Building a Better World  
for All of Us™

July 24, 2015

RE: Agreement for Professional Services  
City of Onalaska Greens Coulee Pressure  
Zone Study  
SEH No. P-ONALA 133519 14.00

Jarrold Holter  
City Engineer  
City of Onalaska  
415 Main Street  
Onalaska, WI 54650

Dear Mr. Holter:

Thank you for the opportunity to provide you this proposal for the Greens Coulee Pressure Zone Study.

Over the past several months we have talked about completing maintenance at the Greens Coulee Booster Station. After our walk through of the existing station, review of the past few years of operations and the number of building permits that have been approved, we believe that the next steps should be a study of Greens Coulee Pressure Zone. The results of this study will help the utility to better understand specific demands within this growing area and how to most efficiently provide reliable supply and storage to existing and future customers. Below you will find a more specific scope of services, a schedule and cost that we think will meet your needs.

**SCOP OF SERVICE for  
Greens Coulee Pressure Zone Study**

**I. Existing Data Review:**

Our water team will work closely with the City of Onalaska Water Utility Staff to gather existing data that will be the foundation of this pressure zone study.

1. The City will provide historical electrical & flow data for booster station for the last five years.
2. SEH will update population and housing estimates and projections within pressure zone.
3. City provides SEH with preliminary preferred locations of a future reservoir.
4. City and SEH staff will perform up to four flow tests in pressure zone to provide current and updated pressure and flow results.

**II. Water Needs Analysis:**

This task involves quantification of the existing data in terms of consumption, sales and pumpage volumes, and aerial photo survey to identify the number of lots, existing homes and land use within the Greens Coulee Pressure Zone. Average, maximum, and time of day pumpage requirements will be evaluated and reported.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 312 South 3rd Street, La Crosse, WI 54601-4007

SEH is an equal opportunity employer | [www.sehinc.com](http://www.sehinc.com) | 608.782.3161 | 888.908.8166 fax

- III. Operations, Maintenance and Energy Analysis of Existing Greens Coulee Booster Station:  
This task involves the review of existing City maintenance and operations record during the last 5 years. Energy use is directly related to demand, lifting distance and/or pressures within a system and will be reviewed for existing efficiencies. Two alternatives will be developed to provide future build out of this zone.
- IV. Evaluation of Storage Alternatives  
The Greens Coulee Pressure zone will be analyzed, by using the City's existing water system hydraulic model and will be modified to incorporate recommended improvements such as additional storage or additional water mains.
- As part of the improvement evaluation process, estimates of probable cost will be developed for all recommended improvements. Cost estimates will be based on current year dollars, and will include provisions for legal, administrative and engineering cost components. Alternatives will be evaluated and compared on a life-cycle cost basis, taking into consideration the timing of capital costs, and the impact of incremental operating costs.
- V. Final Documentation and Recommendations  
The primary objective of this study is to develop recommended improvements along with a capital improvement plan for the immediate and future needs of this pressure zone. This task involves prioritizing and summarizing the improvement recommendations, and developing the financial projections required to finance the improvements. We will also develop an implementation schedule, each improvement recommendation will be classified and compared on the basis of relative priority, need, and relationship to growth milestones. Additionally this document will serve as a basis for future PSC and WDNR engineering reports for future construction.

### **Schedule**

Our proposed water team is committed to providing the City of Onalaska with high quality engineering services, and developing a long term relationship with City staff. We anticipate working very closely with the City Engineering Department, and Water Utility Supervisor. SEH's proposed project team can begin work on this project immediately, after being given notice to proceed with the services listed above. Below you will find our anticipated milestones for the Greens Coulee Pressure Zone Study.

<u>Description</u>	<u>Milestones, 2015</u>
Project Award.	August
Existing Data Review	August
Water Needs Analysis	September
Operations, Maintenance and Energy Analysis	September
Evaluation of Storage Alternatives	October
Final Documentaion and Recommendations	October

### Engineering Fees

Our fees will be based on an hourly basis not to exceed \$8,700 including equipment and expenses. This Agreement for Professional Services, attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 08.03.11), Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

**Other Terms and Conditions:** Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:  
None.

We look forward to working with you and your staff on this important water project. Please contact me at 608.782.3161 or e-mail [rsanford@sehinc.com](mailto:rsanford@sehinc.com) if you have any questions or if you need additional information.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Randy Sanford  
Principal | Office Manager

rjs

Attachments

SHORT ELLIOTT HENDRICKSON INC

CITY OF ONALASKA

By: \_\_\_\_\_  
Randy Sanford  
Title: La Crosse Office Manager

By: \_\_\_\_\_  
Joe Chilson and Cari Burmaster  
Title: Mayor and City Clerk

# General Conditions of the Agreement for Professional Services

## SECTION I – SERVICES OF CONSULTANT

### A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

### B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to an equitable adjustment in schedule and compensation.

### C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

### D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

### E. Insurance

Consultant shall provide Client with a certificate of insurance evidencing coverage for Workers Compensation, Auto, and

Professional liability and making Client an additional insured under Commercial General Liability.

## SECTION II – CLIENT RESPONSIBILITIES

### A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions, zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

## SECTION III – PAYMENTS

### A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices in small claims court and the Client agrees to be bound by such venue.

## SECTION IV – GENERAL CONSIDERATIONS

### A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

### B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

### C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed one million dollars (\$1,000,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional million dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed

and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

### D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

## SECTION V – DISPUTE RESOLUTION

### A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

### B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

## SECTION VI – INTELLECTUAL PROPERTY

### A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

### B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

### C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

**BOARD OF PUBLIC WORKS  
MONTHLY ESTIMATES  
August 4, 2015**

<u>Contractor</u>	<u>Original Contract Amount</u>	<u>Change Orders</u>	<u>Paid to Date</u>	<u>Due this Estimate</u>
1. <b>HAAS &amp; SONS</b> 2015 Utility Project Construction Estimate #4 - FINAL	\$ 792,679.65	\$ -	\$ 690,888.70	\$ 66,552.32
2. <b>STRAND ASSOCIATES</b> Well #9 Construction Estimate #4	\$ 157,200.00	\$ -	\$ 34,987.91	\$ 25,849.56
3. <b>STRAND ASSOCIATES</b> Well #9 Safe Drinking Water Loan Assistance Estimate #4	\$ 16,500.00	\$ -	\$ 3,790.62	\$ 3,368.69
4. <b>STEIGER CONSTRUCTION</b> 2015 Misc. Concrete Project Construction Estimate #3	\$ 76,715.00	\$ -	\$ 18,025.35	\$ 7,958.32
5. <b>MATHY CONSTRUCTION</b> 2015 Paving Project Construction Estimate #2	\$ 578,168.30	\$ -	\$ 308,506.42	\$ 146,746.00
6. <b>STRAND ASSOCIATES</b> South Kinney Coulee Lift Station Updated Design Estimate #4	\$ 10,000.00	\$ -	\$ 6,229.58	\$ 583.39
7. <b>OLYMPIC BUILDERS</b> Well #9 Reconstruction & Filter Addition Construction Estimate #2	\$ 2,763,593.00	\$ 21,046.30	\$ 70,680.00	\$ 93,370.75
8. <b>SEH INC. (01375)</b> STH 16 - Left Turn Lane Design Estimate #13	\$ 49,738.23	\$ 17,238.82	\$ 62,662.54	\$ 2,974.97

**BOARD OF PUBLIC WORKS  
MONTHLY ESTIMATES  
August 4, 2015**

<u>Contractor</u>	<u>Original Contract Amount</u>	<u>Change Orders</u>	<u>Paid to Date</u>	<u>Due this Estimate</u>
9. <b>MINNESOTA ICE LLC</b> Omni Center Arena Ice System Replacement Construction Estimate #1	\$ 414,914.00	\$ -	\$ -	\$ 38,000.00
10. <b>PARAGON ASSOCIATES</b> Cemetery Main St Improvements Design Estimate #1	\$ 9,400.00	\$ -	\$ -	\$ 5,000.00
11. <b>SEH INC.</b> Riders Club Rd & PH Design Estimate #1	\$ 148,348.18	\$ -	\$ -	\$ 1,461.82