

# CITY OF ONALASKA MEETING NOTICE

**COMMITTEE/BOARD:** Common Council  
**DATE OF MEETING:** April 14, 2015 (Tuesday)  
**PLACE OF MEETING:** City Hall – 415 Main St. (Common Council Chambers)  
**TIME OF MEETING:** 7:00 P.M.

## PURPOSE OF MEETING

1. Call to Order and roll call.
2. Pledge of Allegiance.
3. **PUBLIC INPUT: (limited to 3 minutes/individual)**
4. **REPORT FROM THE MAYOR:**
  - A. Library statistics and news
  - B. Proclamation – Arbor Day
  - C. Proclamation – Child Abuse Prevention Month
  - D. Thank you to the citizens and staff for the American Transmission Company Badger Coulee Line lobbying effort
  - E. Reading into the record a letter from Elliot La Casse
  - F. Recognition of service for Alderperson Sjolander and Alderperson Pogreba
  - G. Reorganizational meeting – April 21, 2015 at 7 p.m.

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

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

5. **Consent Agenda**
  - A. Amend and approval of minutes from the previous meeting (s)

### FINANCE COMMITTEE

- B. Accept Omni Center financials for 2015
- C. Accept City General Fund Financials for 2015
- D. Approval to purchase office chairs (non-budgeted items) using the equipment replacement fund portion undesignated fund dollars.
- E. Approval of a \$6,600 grant award from the Wisconsin Historical Society for the purpose of completing a historical inventory (non-city match)

### NOTICES MAILED TO:

\*Mayor Joe Chilsen  
\_\_\_\_\_  
\*Ald. Erik Sjolander  
\_\_\_\_\_  
\*Ald. Jim Olson  
\_\_\_\_\_  
\*Ald. Jim Bialecki  
\_\_\_\_\_  
\*Ald Jack Pogreba  
\_\_\_\_\_  
\*Ald. Bob Muth  
\_\_\_\_\_  
\*Ald. Harvey Bertrand  
\_\_\_\_\_  
City Attorney            Dept Heads  
\_\_\_\_\_  
La Crosse Tribune      Charter Com.  
\_\_\_\_\_  
Onalaska Holmen Courier Life  
\_\_\_\_\_  
WIZM WKTY WLXR WKBH  
\_\_\_\_\_  
WLSU WKBT WXOW  
\_\_\_\_\_  
\*Committee Members

Steve Bluske  
\_\_\_\_\_  
Traditional Trades  
\_\_\_\_\_  
Anthony Schmidt  
\_\_\_\_\_  
Marcie Jenson  
\_\_\_\_\_  
Tracy Sacia  
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Date Mailed & Posted: 4/10/15

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.

## PERSONNEL COMMITTEE

F. Accept Quarterly Report on Joint Municipal Court Collections – FIO

## JUDICIARY COMMITTEE

G. Approval of **Ordinance No. 1497-2015** to amend Title 6 Chapter 2 of the City of Onalaska Code of Ordinances related to snow and ice removal (First and Second Reading)

## ADMINISTRATIVE COMMITTEE

- H. Approval of The Rugged Run, June 28, 2015 from 6-11 a.m. starting at Van Riper Park.
- I. Approval of the Fleis Nightfall Frolic 5K, April 17, 2015 from 5-9 p.m. starting at Rowe Park
- J. Approval for a variance to the noise ordinance from June 26-June 28, 2015 for Celebrate Onalaska until 11:30 p.m. (11 p.m. previously approved).
- K. Approval of Class B Picnic License for Rotary of Onalaska for Spring Mixer held at Clearwater Farms, 760 Green Coulee Road, Onalaska on Saturday, May 16, 2015.
- L. Approval of appointment of agent for Scott R. Hinkel for Walmart #1679, 3107 Market Place, Onalaska.

## BOARD OF PUBLIC WORKS

- M. Approval of City of Onalaska ordinance section 6-2-8 Snow and Ice Removal
- N. Approval of closure of the 200 block of Riders Club Road from Friday June 26th to Sunday June 28th for the Celebrate Onalaska event
- O. Approval of bidding sale of structure at 107 South Court Street for transfer to another location with City Attorney review of conditions of sale
- P. Approval of archeology services for structure removal at 107 South Court Street by Mississippi Valley Archeological Center in the amount of \$3,058
- Q. Approval of professional engineering construction services in the amount of \$157,200 and Safe Drinking Water Loan services in the amount of \$16,500 for well #9 Reconstruction and Filter Project with Strand Associates, Inc.
- R. Approval of installing signage within right of way at 921 2nd Avenue Southwest for Northwest Hardwoods
- S. Approval of memorandum of understanding between Village of Holmen and City of Onalaska regarding intergovernmental cooperation for sanitary sewer
- T. Approval of Wisconsin Department of Natural Resources 2014 stormwater permit annual report
- U. Review and consideration of 2015 pavement maintenance
  - 1. Chip seal with La Crosse County Highway Department in the amount of \$198,188
  - 2. Installation of fiber patching material with Fahrner Asphalt Sealers in the amount of \$49,170
  - 3. Asphalt pavement expansion joint installation with Fahrner Asphalt Sealers in the amount of \$14,575
- V. Approval of requesting use of Wisconsin Department of Transportation lands for stormwater treatment and storage at United States Highway 53 and County Trunk Highway S (Sand Lake Road)
- W. Approval of Ash tree removal at City Hall
- X. Approval and award of bid received for 2015 Miscellaneous Concrete Project with Steiger Construction in the amount of \$76,715
- Y. Approval of bid received for Pond 17 Reconstruction Project with St. Joseph Construction in the amount of \$54,387.50
- Z. Approval of grant writing services from Short Elliot Hendrickson for Wisconsin Department of Natural Resources Stewardship Grant at a cost not to exceed \$6,000

## PLAN COMMISSION

- AA. Approval of a request by Steve Bluske of Shopko to host a tent sale event in 2015 that will last until August 31, 2015 at 9366 State Road 16, Onalaska, WI (Tax Parcel #18-3589-9).
- BB. Approval of a request by Tracy Sacia of Home Depot to host a tent sale event in 2015 that will last until July 15, 2015 at 2927 Market Place, Onalaska, WI (Tax Parcel #18-3635-4).

## UTILITIES COMMITTEE/MASS TRANSIT

- CC. Accept Shared-Ride Transit update and 2014/15 financials
- DD. Accept the Procurement History File Checklist Procedure
- EE. Accept the Provider's Drug and Alcohol Testing Policy

## PARKS AND RECREATION BOARD

- FF. Approval of Onalaska Parks and Recreation 2014 Annual Report
- GG. Approval of 2014 Urban Deer Management Report
- HH. Approval of software upgrade at the Omni Center at a cost of \$5,340 for the first year and \$2,940 per year after
- II. Approval of a five-year Operation and Maintenance Assistance Agreement at Onalaska Aquatic Center with Carrico Aquatics

## TOURISM COMMISSION

- JJ. Approval of Promotional Grant for Driftless Adventure Company Water, Wine & Fire Event
- KK. Approval of cost and installation of Tourism location signage by Department of Transportation on Highway 35

## Non-Consent Agenda

- 6. RECAP ITEMS PULLED FROM THE CONSENT AGENDA
- 7. FINANCE COMMITTEE
  - A. Vouchers
- 8. PERSONNEL COMMITTEE
  - A. Review and consideration of changes to Worker's Compensation Policy #4.04
- 9. JUDICIARY COMMITTEE
  - A. Consideration of **Ordinance No. 1494-2015** to rezone adjacent property located in Section 8 Township 16 North, Range 7 in the City of Onalaska, La Crosse County Wisconsin from Neighborhood Business (B-1) to Community Business (B-2) (McCormick Property) (Third and Final Reading)
- 10. ADMINISTRATIVE COMMITTEE
  - A. Approval of Operator's Licenses as listed on report dated April 14, 2015
  - B. Approval of Paws 4 Independence Walk on Saturday, May 2, 2015 from 10 .m. – 11 a.m. starting at the American Legion
- 11. BOARD OF PUBLIC WORKS
  - A. Approval and award of bid received for Well #9 Reconstruction and Filter Addition Project to Olympic Builders in the amount of \$2,763,593.00
  - B. **Resolution 26-2015** – Resolution to apply for outdoor recreation aids through the Wisconsin Department of Natural Resources
  - C. Review and consideration of 2015 pavement maintenance - Centerline painting
- 12. PLAN COMMISSION
  - A. Approval of a rezoning request filed by Traditional Trades, 1853 Sand Lake Road, Onalaska, WI 54650, to rezone the properties at 1735 Pine Ridge Drive, 1150 Oak Timber Drive, and 1140 Oak Timber Drive, Onalaska, WI 54650 from Single Family Residential (R-1) District to Single Family and/or Duplex Residential (R-2) (Tax Parcels #18-6282-0, 18-6273-0, 18-6272-0).
- 13. GREAT RIVER LANDING COMMITTEE
  - A. Approval of a contract for professional consultant services for construction plans, final bid documents and other services for Project 1.0 of the "Building the Great River Landing" Project.
- 14. REPORT FROM LAND USE & DEVELOPMENT DIRECTOR
  - A. Approval of a contract with MSA Professional Services in an amount not to exceed \$5,000 for services pertaining to the Intervention of the Town of Onalaska's Incorporation.
  - B. Update on the Village of Holmen Boundary Agreement.
  - C. Approval of **Resolution 27-2015** Authorizing Preparation of Cooperative Boundary Plan between the City of Onalaska and Village of Holmen.

Adjournment

4.B

# PROCLAMATION ARBOR DAY

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

**Whereas**, In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

**Whereas**, This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and

**Whereas**, Trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife, and

**Whereas**, Trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

**Whereas**, the City of Onalaska has been recognized as a Tree City USA for the 15<sup>th</sup> consecutive year by the National Arbor Day Foundation and received Growth Award for demonstrating a higher level of tree care and desires to continue its tree planting practices,

**Now, Therefore**, I, Joe J. Chilsen, Mayor of the City of Onalaska, do hereby proclaim April 24<sup>th</sup>, 2015 as Arbor Day in the City of Onalaska, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and

**Further**, I urge all citizens to plant trees on their property, as the City of Onalaska will plant 395 trees throughout the City on boulevards this year.

Seal:  
Attest:

\_\_\_\_\_  
Joe J. Chilsen, Mayor  
City of Onalaska

\_\_\_\_\_  
Caroline Burmaster, City Clerk



# PROCLAMATION

## Coulee Region Child Abuse and Neglect Prevention Month

**WHEREAS**, April is National Child Abuse Prevention Month

**WHEREAS**, child abuse and neglect is a complex and ongoing problem in our society affecting significant numbers of children in Onalaska; and

**WHEREAS**, every child is entitled to be loved, cared for, and secure and to be free from verbal, sexual, emotional, and physical abuse and neglect; and

**WHEREAS**, it is our responsibility as adults to protect every child's inalienable right to a safe, nurturing childhood; and

**WHEREAS**, our community is stronger when people become aware of child abuse and neglect prevention and become involved in advocating, supporting, and sustaining a culture that encourages family and community life where children can develop and flourish in a safe environment free from all forms of abuse and neglect; and

**WHEREAS**, our community faces a continuing need to support community-based programs that prevent child abuse and neglect by strengthening families and providing community support for families; and

**WHEREAS**, effective child abuse prevention programs succeed because of partnerships among families, social service agencies, schools, religious and civic organizations, law enforcement agencies, and the business community; and

**WHEREAS**, twenty-three (23) organizations in our local community have as their purpose to prevent child abuse and neglect in this community; and

**WHEREAS**, Onalaska residents celebrate children, this community's greatest resource and the community leaders of tomorrow, with a press conference on March 30, 2012 at 1:00 p.m. at Irving Pertzsch Elementary School, Onalaska

**NOW, THEREFORE, I, JOE J. CHILSEN, MAYOR OF THE CITY OF ONALASKA**, do hereby proclaim the month of April 2015 as "Child Abuse and Neglect Prevention Month" in the City of Onalaska and commend this observance to the people of this community and ask for their vigilant efforts to love and protect our children.

Dated on this 14<sup>th</sup> of April, 2015.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Onalaska to be affixed.

---

Joe J. Chilsen, Mayor  
City of Onalaska

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Caroline Burmaster, City Clerk

Seal:

Attest:



5. A.

Amendment to the March 10, 2015 Common Council Minutes

Lines 432 and 437 should read Ordinance No. 1494 not Ordinance No. 1492.

ORDINANCE NO. 1497 - 2015

AN ORDINANCE TO AMEND TITLE 6 CHAPTER 2 OF THE CITY OF ONALASKA CODE OF ORDINANCES RELATED TO SNOW AND ICE REMOVAL

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

FOLLOWS:

SECTION I. Section 8 of Chapter 2 of Title 6 of the Code of Ordinances of the City of

Onalaska is hereby deleted and replaced as follows:

**Sec. 6-2-8 Snow and Ice Removal.**

- (a) **Removal From Sidewalks.** The owner, occupant or person in charge of any parcel or lot which fronts upon or abuts any sidewalk shall keep said sidewalk clear of all snow and ice. In the event of snow accumulating on said sidewalk due to natural means and/or by any other means, said sidewalks shall be cleared of all accumulated snow and/or ice within twenty-four (24) hours from the time the snow ceases to accumulate on said sidewalk. Sidewalks are to be kept clear of snow and ice to the width of the sidewalk. In the event that ice has formed on any sidewalk in such a manner that it cannot be removed, the owner, occupant or person in charge of the parcel or lot which fronts upon or adjoins said sidewalk shall keep the sidewalk sprinkled with material to accelerate melting or prevent slipping. In case snow shall continue to fall for some time, then and in that case it shall be removed immediately after it shall cease to fall. The owner, agent, occupant or person in charge of a corner lot shall also clear, sand or salt, as set forth herein, to the curb, that portion of the sidewalk commonly referred to as the corner crosswalk. A corner lot is defined as a lot abutting upon two (2) or more streets.
- (b) **Inspection Department to Remove.**
  - (1) In any case where any sidewalk in front of or adjoining any lot or parcel of land shall remain covered in any part with snow or ice after twenty-four (24) hours when it ceased to fall, the Inspection Department, may grant a courtesy notice to the owner, agent or occupant to remove said snow. It shall be the duty of the Inspection Department, to thereafter cause such snow or ice to be so removed from the full width of such sidewalk. The costs incurred by the City for the removal of snow or ice shall be fully accounted and charged to the lot or parcel of land adjoining. If the costs and expenses remain unpaid, the City Clerk shall enter those charges onto the tax roll as a special charge and shall be collected as other taxes upon real estate are collected.
  - (2) The charge for said service shall be a minimum of Seventy-five Dollars (\$75.00) per front or side or, in the alternative, actual cost, whichever is greater. Additionally, an administrative fee of \$40.00 per parcel shall be charged for processing.

- (c) **Snow and Ice Not to Encroach.** No person shall push, shove or in any way deposit any snow or ice onto any public streets, alley, sidewalk or public lands dedicated to public use except for parcels or lots located where existing buildings are constructed within five (5) feet of the street right-of-way and the sidewalks exist from the City right-of-way to the curb line. In such instances, the owners, occupants and/or employees of parcels or lots shall be permitted to deposit snow and ice from their sidewalks only onto the public streets. Snow from public sidewalks shall not be stored in any manner which will obstruct or limit vehicular or pedestrian vision, movement or access. The deposit of any snow or ice upon any sidewalk, alley or street of the City, contrary to the provisions of this Section, is a nuisance; and in addition to the penalty provided for violation of this Section, the City may summarily remove any snow or ice so deposited and cause the cost of said removal to be charged to the owner of the property from which said snow or ice had been removed.
- (d) **Enforcement.** The Inspection Department officers are hereby authorized and directed to enforce the provisions of this Section.
- (e) **Continued Violations.** Each twenty-four (24) hour period where a violation occurs shall constitute a separate offense under this Section for enforcement purposes. Repeated violations or subsequent additional accumulations of snow and/or ice shall not nullify any pending notice issued under this Section.
- (f) **Penalty.** In addition to the provisions set forth in this Section, any person, firm or corporation which violates the provisions of this Section shall be subject to a penalty as provided in Section 1-1-7 of this Code of Ordinances.

*State Law Reference: Secs. 66.60(16) and 66.615(3)(f) and (5), Wis. Stats.*

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF ONALASKA

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

Joe Chilsen, Mayor

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

Caroline Burmaster, Clerk

PASSED:  
APPROVED:  
PUBLISHED:

## CITY OF ONALASKA

Policy: Accident Investigation/Worker's Compensation

Policy Number: 4.04

Page: 1 of 14

Approved by Committee: 8/5/99, 12/3/03

Approved by Council: 8/10/99, 12/10/03

### PURPOSE

The purpose of this policy is to outline the procedures, methods and techniques used to report and investigate employee work-related injuries and illnesses occurring in the City of Onalaska, identify the root causes of injury or illness, and help prevent future occurrences.

### RESPONSIBILITIES

A. Departments shall be responsible for:

1. Overseeing the overall employee injury or illness reporting and investigation process
2. Communicating and supporting needs resulting from the investigation process
3. Participating in the investigation process
4. Assisting in budgeting and implementation of any corrective actions recommended from the investigation process

B. Supervisors shall be responsible for:

1. Supporting the employee injury or illness reporting and investigation process
2. Participating in the investigation process
3. Assisting in the implementation of any corrective actions recommended from the investigation process

C. Employees shall be responsible for:

1. Promptly reporting work-related injuries or illnesses as required by this policy
2. Participating in the investigation process
3. Assisting in the implementation of any corrective actions recommended from the investigation process

### REPORTING EMPLOYEE INJURIES AND ILLNESSES

The following procedures for reporting employee work-related injuries or illnesses will be followed by all City of Onalaska employees, including full-time, part-time, temporary, and seasonal. Work-related injuries or illness shall be defined as when an event or exposure in the work environment either caused or contributed to the resulting condition or significantly aggravated a pre-existing condition.

Failure to appropriately report work-related injuries or illnesses as outlined in this policy may result in disciplinary action up to and including termination. Additionally, knowingly reporting incidents, injuries, or illnesses that are not resulting from the course and scope of your employment with the City of Onalaska is prohibited and may result in disciplinary action up to and including termination. Lastly, disciplinary action may be further warranted depending on the circumstances of the incident and the employees work history (e.g., failure to follow safety rules/policies etc.).

#### Employee Work-Related Injury/Illness Reporting

Any employee who sustains a work-related bodily injury or illness as a result of their employment with the City of Onalaska is to report it to their immediate supervisor as soon as possible, but no later than within 24-hours of the incident, injury, or onset of symptoms. Injured employees who do not think they require medical attention should still contact their direct supervisor to discuss the

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circumstances of their accident. The employee will be responsible to report the incident, injury, or illness by completing and signing an *Employee Injury Report Form* (see Appendix A) in its entirety and return it within 24 hours to their direct supervisor or in their absence Human Resources. Supervisors are responsible for completing and signing the corresponding Supervisor Report section for each *Employee Injury or Illness Report Form* (this should be located on the reverse side of the employee injury report). For exposures to blood or other potentially infectious materials refer to the City of Onalaska's Blood borne Pathogens Exposure Control Plan.

Once the Employee Injury or Illness Report Form is completed, it shall be forwarded to Human Resources within 48 hours so the required WKC-12 form can be generated and sent to CVMIC (the Workers Compensation Insurance carrier or administrator).

Initial steps once an employee work-related injury or illness occurs or is reported:

1. Determine the extent and nature of the injury/illness. See that proper first aid is administered where necessary. Activate EMS (911), if necessary. Medical care may be directed by the City of Onalaska in an emergency situation.
2. In case of fatality or serious injury notify Human Resources Department immediately (608) 781-9530. The third party administrator or worker's compensation insurance carrier should be notified immediately so that the proper reporting to the state can be made (262) 784-5666.
3. Accompany the employee to a doctor if the employee is unable to drive or call local EMS.
4. Complete *Employee Injury or Illness Report Form* (see Appendix A) and forward as outlined above within 24 hours to your direct supervisor and to Human Resources within 48 hours.
5. Determine the cause of the injury or illness and where necessary correct the act/condition to prevent recurrence. The *Employee Injury Report Form* will aid in finding cause and should outline corrective measure. Replenish the first aid supply after use.
6. Advise Human Resources Dept. when an employee returns to work. Employee must return a completed *Physician's Status Report Form* from their physician immediately following the appointment or, if this is not possible, prior to the start of the next work shift within forty-eight (48) hours of being treated by a physician.

### INJURY OR ILLNESS INVESTIGATION

As soon as practical following any reported injury or illness, an investigation as outlined in this policy will be initiated and completed. Depending on the severity level and type of incident or injury, an exhaustive investigation may be required or a simple review and immediate corrective action will determine level of investigation and corrective action required.

The purpose of the investigations will be to identify the primary root cause(s), identify corrective measures required to eliminate the cause(s), and establish when corrective actions will be taken and by whom.

### INVESTIGATION PROCEDURES

The following procedures shall be followed as soon as practical following an incident or report of catastrophic or serious work-related injury or illness. The procedures below are designed to assist in identifying root causes and developing a corrective action plan. Prior to implementing the procedure below, the scene should be visited, photographed or secured if necessary and any relevant physical data obtained and documented as soon as practical. Investigation steps can be added to the procedure; however, procedure steps outlined below shall not be removed or omitted and are considered a "minimum." Whoever is conducting the investigation shall ensure the investigation is "fact-finding" and not "fault-finding." Fault and blame serve no purpose in an investigation and will negatively impact current and future investigations. Anyone focusing on fault rather than fact during the investigation shall be corrected and re-focused. If behavior continues, removal from the investigative team may be

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warranted. In the event of a work-related death, contact the City Attorney prior to beginning an Investigation Procedures.

Employee Injury/Illness Investigation Procedure:

1. Supervisor or his/her designee for the department shall gather and document the necessary facts of the incident or reported injury/illness using the *Supervisor Investigation of Injury or Illness form* and any other relevant documentation (i.e., employee injury or illness reports, accounts, statements, descriptions, photos, measurements, drawings, manufacturer data, etc.).
2. Supervisor or his/her designee is to question any witnesses to the incident or reported injury or illness and document responses using the *Witness Statement Form (See Appendix C)*.

Be sure to consult with the City Attorney as to proper legal protocol prior to audio or video taping anyone or obtaining signed witness statements. Also, the Supervisor or his/her designee should discuss the incident with the impacted employees and/or the relevant safety committee to help correct the factor(s) contributing to the cause of the injury or illness.

3. Supervisor or his/her designee may conduct a *Job Hazard Analysis (JHA)* (see Appendix B) to assist in identifying the root causes and potential corrective measures required to prevent future occurrences. A formal JHA should be conducted in any of the following circumstances:
  - Resulting injury/illness from the incident was “severe” (e.g., repeated medical treatment and/or surgery)
  - A significant ~~portion~~ number of employees are exposed to the unsafe act or condition contributing to the cause of the incident or reported injury or illness
  - The incident and/or ~~body part involved~~ injury to a particular body part appears to occur frequently in comparison with ~~other loss experience~~ work related injuries or loss within your organization and/or industry
  - As otherwise required by supervisor and/or Department Head
4. Supervisor or his/her designee for the department shall develop a corrective action plan and timeline for implementation and follow-up. Timeline shall not be longer than **six months in duration** without authorization from the Department Head. In addition, while corrective action is being taken additional temporary protections may need to be instituted to protect employees.

WITNESS INTERVIEWING

In general, experienced personnel should conduct interviews. If possible, the individual assigned to this task should have a legal background or be working under the direction of ~~someone as such~~ the City Attorney. If recorded, videotaped or signed witness statements are to be used, seek legal counsel prior to conducting the interview for proper protocol. In conducting interviews, the team should:

1. Get preliminary statements as soon as possible from all witnesses using the *Witness Statement Form (See Appendix C)*.
2. Arrange for a convenient time and place to talk to each witness.
3. Explain the purpose of the investigation (prevention) and put each witness at ease.
4. Listen, let each witness speak freely and be courteous and considerate.
5. Take notes without distracting the witness. Use a tape recorder only with consent of the witness.
6. Use sketches and diagrams to help the witness where necessary.
7. Emphasize areas of direct observation. Label hearsay accordingly.

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8. Be sincere and do not argue with the witness.
9. Record the exact words used by the witness to describe each observation. Do not “put words into a witness’ mouth.”
10. Word each question carefully and be sure the witness understands.
11. Identify the qualifications of each witness (name, address, occupation, years of experience, etc).
12. Supply each witness with a copy of his or her statements. Signed statements are desirable. After interviewing all witnesses, the team should analyze each witness’ statement. They may wish to re-interview one or more witnesses to confirm or clarify key points. While there may be inconsistencies in witnesses’ statements, investigators should assemble the available testimony into a logical order. Analyze this information along with data from the scene.

#### G. INJURY AND ILLNESS TREND ANALYSIS

Reviewing loss runs can serve as an effective investigative tool in establishing trends within departments, among employee groups, for certain job/tasks or for commonly impacted body parts. Conducting a loss analysis can serve as a “summary” of incidents or work-related injuries/illnesses not taken individually but collectively as a department, organization, or for a particular job or task. This can help identify broader needs or deficiencies not apparent when examined individually that can be implemented to help prevent future occurrences of injuries and illnesses. Loss trending reports generally can be obtained from your workers’ compensation insurance carrier. A loss analysis will be conducted at least annually by Human Resources. Loss run reports will be shared and reviewed with Department Heads. A written summary of the analysis should be completed and distributed system wide to Department Heads with corresponding recommendations. ~~At a minimum, the actual loss run reports will be shared and reviewed with Department Heads. A loss analysis should be conducted at least annually by Human Resources.~~

#### H. EMPLOYEE TRAINING

Staff that is involved in investigating incidents or reported injuries or illnesses shall be trained. Training may include but is not limited to the contents of this policy, use of proper forms, goals of investigations, “true cost” of loss including direct and indirect costs, accepted investigation techniques, as well as practical exercises. Employees will minimally need “awareness” level training on the policy and forms while supervisors, ~~managers~~ Department Heads, and those involved in conducting investigations may need more thorough training ~~as described in this section.~~

#### I. INVESTIGATION RECORD RETENTION

All documentation related to employee work-related injuries or illnesses will be maintained by Human Resources for the duration of employment plus 12 years. Loss trend reports as outlined in Section G should be maintained for at least seven years.

#### J. POLICY REVIEWS

This policy will be reviewed on an annual basis by Human Resources to ensure that any changes in applicable safety standards, operational procedures, or safe practices that have occurred will be incorporated to ensure compliance.

#### K. WORKER’S COMPENSATION

Worker’s Compensation benefits to all non-union employees shall be in accordance with the provisions of the Wisconsin State Statutes. Any employee incurring a bona fide work-related injury

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will suffer no loss in pay during the first three (3) calendar days of disability, and lost time will not be deducted from accumulated sick leave. After the first three days, at the employee's option, the City of Onalaska will reimburse the employee for monies equaling their weekly pay and deductions will be made from employee's sick leave, on an hourly basis, at a rate of 1/3 of lost time.

The process for payment to an employee will be as follows:

- The employee or supervisor must notify Human Resources immediately if lost time occurs due to a work-related injury.
- The employee will receive directly from the workers' compensation administrator, at their home address, the check for payment of weekly workers' compensation wage loss/disability benefits.
- The workers compensation administrator will inform Human Resources the amount of compensation wage loss paid to the employee. If no information is received from the workers compensation administrator then the employee -Upon receipt of this-their weekly worker's compensation wage/loss disability benefit check, the employee may be asked to must submit a copy of the check and its stub to Human Resources or the City Clerk.
- The employee shall complete a timesheet indicating days of lost time along with a written statement of time lost, by day, and must be signed time signed by the supervisor or department head.
- A determination of accrued benefits will be calculated by ~~the~~ Human Resources or the City Clerk and adjustments to the employee's check in the amount equal to the difference between the check received from the workers' compensation administrator and the amount the employee would have been paid in a normal week will be calculated.
- If payroll deductions total more than the amount of the paycheck, the employee must contact Human Resources- or the City Clerk regarding payment.
- The combined workers' compensation wage loss check and accumulated benefit check from the City of Onalaska shall not exceed the employee's average weekly wage on the date of injury.
- The City of Onalaska will follow the requirements from the Employee Trust Funds in maintaining the employee's Wisconsin Retirement Benefits as outlined in Chapter 505 Retirement Credit for Worker's Compensation of the WRS Administration Manual.
  - OPTION 1: The City of Onalaska will pay the employee-required WRS contributions while the employee was receiving temporary disability compensation.
  - OPTION 2: The City of Onalaska will pay the first 30 days of the employee-required WRS contributions while the employee was receiving temporary disability compensation and then recover from the employee the employee-required WRS contributions after 30 days. The amount recoverable may not be deducted from the employee's paycheck at a rate greater than 5% of each payment of earnings.
  - OPTION 3: The City of Onalaska will recover from the employee the employee-required WRS contributions paid by the City while the employee was receiving temporary disability compensation, the amount recoverable may not be deducted from the employee's paycheck at a rate greater than 5% of each payment of earnings.
- Should the workers compensation administrator determine the injury is not work--related the employee shall be responsible for reimbursing the City for WRS contributions paid by the City while the employee was receiving temporary disability compensation. The amount recoverable may not be deducted from the employee's paycheck at a rate greater than 5% of each payment of earnings.

#### L. APPENDIX – REFERENCE INFORMATION

Field Code Changed

Field Code Changed

- [Appendix A Employee Injury/Illness Report Form](#)
- [Appendix B Job Hazard Analysis Form](#)
- [Appendix C Witness Statement Form](#)
- [Appendix D Incident Causes-Unsafe Acts, Unsafe Conditions, and Job Factors](#)
- [Appendix E Key Questions to Ask for Incident Investigation](#)
- [Appendix F Controlling the Incident Scene](#)
- [Appendix G Investigator's Checklist](#)

~~Worker's Compensation benefits to all non-union employees shall be in accordance with the provisions of the Wisconsin State Statutes. Employees must report all injuries, in writing, to the Department Head or supervisor within twenty-four (24) hours after occurrence, or at first knowledge of possible compensable illness. An Employee Injury Report is to be completed for any reportable accident where an injury occurred while in the course of employment. The completed report must be submitted to Human Resources no later than the next working day following the accident, injury or illness.~~

#### Labor Agreements

Those protective service employees who are subject to comprehensive collective bargaining agreement as negotiated or are regulated by the Police & Fire Commission, shall be exempt from the provisions of these rules that are inconsistent with such agreements or other regulations.

Field Code Changed

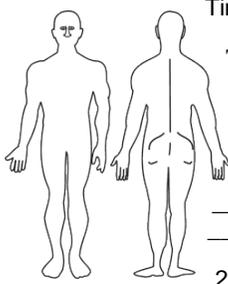
Field Code Changed

**CITY OF ONALASKA**  
**Employee Injury Report**

APPENDIX A

This report is to be completed for any accident where an injury or illness occurred in the course of employment. **Return to Human Resources no later than 24 hours following the accident/injury, or if on the weekend, the following Monday.**

<b>INJURED EMPLOYEE:</b>		Date _____
Employee's Name: _____		Department _____
Address: _____		Phone (____) _____
Number & Street	City	State
Zip Code		
Sex: Male <input type="checkbox"/> Female <input type="checkbox"/>	Job Title _____	

<b>NATURE OF ACCIDENT:</b>		Date of Injury ____/____/____	Time of Injury _____ <input type="checkbox"/> AM <input type="checkbox"/> PM
Time Shift Began: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM		Any prior injuries/disabilities? _____	
 <p><b>To assist us in knowing what body part(s) were affected please circle the body part(s) affected on the diagram to the left.</b></p>			
<p><b>1. WHAT WAS THE INJURY OR ILLNESS?</b> (Describe the part of the body that was affected and how it was affected; be more specific than "hurt," or "sore." <i>Examples:</i> "strained lower back;" "chemical burn, right hand;" "carpal tunnel syndrome, left wrist.") <b>(INDICATE LEFT OR RIGHT)</b></p> <p>_____</p> <p>_____</p>			
<p><b>2. WHAT HAPPENED?</b> (Describe how the injury occurred. <i>Examples:</i> "When ladder slipped on wet floor, fell 20 feet;" "Was sprayed with chlorine when gasket broke during replacement.")</p> <p>_____</p> <p>_____</p>			
<p><b>3. WHAT WERE YOU DOING JUST BEFORE THE ACCIDENT OCCURRED?</b> (Describe the activity, as well as the tools, equipment, or material you were using. Be specific. <i>Examples:</i> "Climbing a ladder while carrying roofing materials;" "spraying chlorine from hand sprayer.")</p> <p>_____</p> <p>_____</p>			
<p><b>4. WITNESSES:</b> _____</p>			
<p><b>5. WERE PHOTOS TAKEN OF THE ACCIDENT/INJURY?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, submit with the Accident Report or directly after being developed.</p>			

<b>MEDICAL TREATMENT:</b>	
Was first aid or medical treatment needed? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> May be needed	
If yes, answer the following:	
a) Was medical treatment/first aid given <i>at worksite</i> ? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<ul style="list-style-type: none"> <li>• Type of treatment received or first aid administered? _____</li> <li>• By whom? _____</li> </ul>	
b) If treatment was given <i>away from the worksite</i> , where was it given?	
<input type="checkbox"/> Gundersen Lutheran <input type="checkbox"/> Franciscan Skemp <input type="checkbox"/> Other (specify) _____	

Field Code Changed

Field Code Changed

c) Was treatment given in an emergency room?  Yes  No  
d) Date employee returned to work? \_\_\_\_\_ - OR - Estimated date of return? \_\_\_\_\_

Is this a new injury?  Yes  No

If you have had previous problems with this condition/injury in the past, please state when and how the injury occurred and type of medical treatment received at that time, if any. List name of physician and medical facility.

*Please keep the City informed of the status of your injury. Submit any progress reports from doctor's visits to your supervisor or Human Resources directly after your appointment. Thank you.*

### SUPERVISOR REPORT:

Describe what happened. \_\_\_\_\_

Describe any unsafe conditions that existed. \_\_\_\_\_

If applicable, was employee using any type of safety equipment? \_\_\_\_\_

What changes (mechanical/procedural) have been made to prevent this in the future, if any? \_\_\_\_\_

State how the injury could have been prevented and what preventative measures can be taken in the future to avoid injuries of this nature.

**Was the employee involved in a vehicle accident?  Yes  No** If yes, contact Human Resources to determine if a drug screen at Gundersen Lutheran Clinic is necessary. (Per Policy 6.05, an employee must submit to an alcohol and controlled substance test in the following situations: the accident involved personal injury or the loss of human life; or the accident involves significant damage to property; or the employee receives a citation under state or local law for a moving traffic violation arising from an accident.)

Report prepared by: \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Immediate Supervisor: \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Department Head\*: \_\_\_\_\_ Date \_\_\_\_\_

\*This may be the same as your immediate supervisor. If so, it does not require a second signature.

Reviewed by Human Resources Dept \_\_\_\_\_ Date \_\_\_\_\_

*For office Use Only:*

Date of Birth \_\_\_/\_\_\_/\_\_\_ Social Security No. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of Hire \_\_\_/\_\_\_/\_\_\_

Field Code Changed

Field Code Changed



APPENDIX C

WITNESS STATEMENT FORM  
City of Onalaska

Witness Name: _____	Date Statement Provided: _____
Street Address: _____	Time: _____ AM/PM
City: _____	State: _____ Zip Code: _____ Phone: _____
Interviewer Name: _____	City Employee: <input type="checkbox"/> Yes <input type="checkbox"/> No

1. Were you at the incident scene:  Before the accident occurred  While the accident was occurring  After accident occurred
2. Who was involved in the incident?
  
3. Where did the incident happen? (Be specific)
  
4. When did the incident happen?
  
5. How did the incident happen?
  
6. Describe in detail the events that occurred before the incident as you remember them:
  
  
7. In your opinion, what were the major contributing factors which caused the incident?

Field Code Changed  
Field Code Changed

Appendix D

Incident Causes  
Unsafe Acts, Unsafe Conditions, and Job Factors

<p><b>Employee Unsafe Acts</b></p> <ul style="list-style-type: none"> <li>• Serviced equipment in motion</li> <li>• Made safety devices inoperative</li> <li>• Working at an unsafe speed</li> <li>• Taking an unsafe position or posture</li> <li>• Unsafe placing, mixing or combining</li> <li>• Improper use of equipment or tools</li> <li>• Failure to wear appropriate PPE</li> <li>• Failed to recognize the hazard</li> <li>• Horseplay involved</li> <li>• Was fatigued</li> <li>• Other personal factors involved</li> <li>• Failed to follow established rules or procedure</li> <li>• Unaware of safety rules or correct work procedure</li> <li>• Unaware of where to obtain appropriate equipment, tools, or materials</li> <li>• Inadequate or inappropriate dress or apparel</li> <li>• Improper lifting</li> <li>• Improper loading or placement</li> </ul>	<p><b>Policies and Procedures – Job Factors</b></p> <ul style="list-style-type: none"> <li>• No policy, procedure or safety rule</li> <li>• Policy procedure or safety rules not adequately understood</li> <li>• Outdated policy/procedure/safety rules</li> <li>• Lack of enforcement</li> <li>• Task in job procedure too difficult to perform</li> <li>• Job structured to encourage deviation from job procedures or rules</li> <li>• No equipment inspection procedure to detect hazard</li> </ul>
<p><b>Equipment, Materials &amp; Tools - Unsafe Conditions</b></p> <ul style="list-style-type: none"> <li>• Inadequate guarding</li> <li>• Defective equipment, tools or material</li> <li>• Correct equipment, tools or materials not available</li> <li>• Faulty equipment/tool design</li> <li>• Location/position of equipment/materials/employee contributed to the hazardous condition</li> </ul>	<p><b>Management &amp; Supervision – Job Factors</b></p> <ul style="list-style-type: none"> <li>• No procedures in place to detect hazard</li> <li>• Supervisor not available to answer questions</li> <li>• Supervisory responsibility and accountability not defined or understood</li> <li>• Supervisor not adequately trained in accident prevention</li> <li>• Failure to enforce policy, procedure, or rules</li> <li>• Failure to take corrective action on a known hazardous condition</li> <li>• No safety training for employees provided</li> <li>• Inadequate safety training provided</li> <li>• No training on new procedures or equipment</li> <li>• No employee orientation program</li> <li>• Use of PPE not enforced</li> <li>• Appropriate PPE not provided</li> </ul>
<p><b>Environmental Conditions – Unsafe Conditions</b></p> <ul style="list-style-type: none"> <li>• Fire/explosion hazard</li> <li>• Poor housekeeping</li> <li>• Protruding objects</li> <li>• Congestion</li> <li>• Atmospheric condition</li> <li>• Lack of warning systems</li> <li>• Unsafe design or layout</li> <li>• Poor illumination</li> <li>• Excessive noise</li> <li>• Environmental hazards- weather, visibility, terrain</li> <li>• Inadequate ventilation</li> </ul>	<p><b>Identifying Casual Factors</b></p> <ul style="list-style-type: none"> <li>• Review all the facts relating to the accident</li> <li>• Write down all causal factors that might have led to the accident</li> <li>• Review the causal analysis form</li> <li>• Group causes</li> <li>• Determine which causes contributed to the accident</li> <li>• Begin to develop corrective action recommendation</li> </ul>

Field Code Changed

Field Code Changed

KEY QUESTIONS TO ASK FOR INCIDENT INVESTIGATION

**WHO ...**

- Was injured?
- Saw the incident?
- Was working with them?
- Had instructed, trained, assigned?
- Else was involved?
- Can help prevent recurrence?

**WHAT ...**

- Was the incident?
- Was the injury?
- Machine was involved?
- Were they told to do?
- Tools were being used?
- Was being done at the time of the incident?
- Operations were being performed?
- Instructions had been given?
- Precautions were necessary?
- Protective equipment should be used?
- Protective equipment was used?
- Did others do to contribute to the incident?
- Problem or question was encountered?
- Did employee or others do after the incident?
- Did witnesses see?
- Will be done to prevent recurrence?
- Safety rules were violated?
- Safety rules were lacking?
- Safety rules or procedures are needed?

**WHY ...**

- Was the employee injured?
- Did the employee behave that way?
- Did other persons behave that way?
- Wasn't personal protective equipment used?
- Weren't specific instructions given to the employee?
- Was the employee in that position/place?
- Was the employee using that tool equipment/machine?

- Didn't the employee check with the supervisor?
- Did the employee continue working under those circumstances?
- Was the employee allowed to continue to work?

**HOW ...**

- Was the employee injured?
- Could the incident have been avoided?
- Could co-workers avoid similar incidents?
- Could supervision have prevented it?

**WHERE ...**

- Did the incident occur?
- Was employee at the time of the incident?
- Were co-workers at the time of the incident?
- Were other persons involved at the time?
- Were witnesses when incident occurred?
- Else does this condition exist?

**WHEN ...**

- Did the incident occur?
- Did employee begin the task?
- Was the employee assigned to the task?
- Were hazards pointed out to employee?
- Did supervisor last check employee's progress?
- Did employee notice something was wrong?



Field Code Changed

Field Code Changed

### CONTROLLING THE INCIDENT SCENE

- Send for help
- See that the area is safe – administer first aid if needed
- Stop ongoing hazards
  - Shut off electrical power
  - Check air quality
  - Issue personal protective equipment
  - Bleed or isolate pressurized systems
  - Block mechanical equipment – prevent movement
  - Provide emergency lighting, power, air, etc.
- Secure the scene and protect evidence
  - Rope off area or station a guard

### COLLECT EVIDENCE

- Identify transient evidence...take notes, pictures, sketches
  - Position tools, equipment, layout, etc.
  - Collect operating logs, charts, records
  - Put dimensions on all sketches
  - Note air quality, things that evaporate or melt
  - Tire tracks, footprints, loose materials on the floor
  - Get ID# of the equipment and maintenance records

### GET THINGS BACK TO NORMAL

**Interview Witnesses** – not just those that saw the event – include first people on the scene, people who talked or worked with individual prior to incident, others who do the same job task

#### DO

- + Interview as soon as possible
- + Interview at the accident scene
- + Take notes
- + Put the witness at ease
- + Ask open-ended questions
- + Repeat the story back to the witness
- + End the interview on a positive note

#### DON'T

- Pressure the witness
- Blame the witness for the incident
- Interrupt an answer
- Ask “opinion” questions
- Ask “yes” or “no” questions

#### ALWAYS

- + Stress that you only want the facts
- + Stress that you want to prevent another incident
- + Take the time to get understanding
- + Write down the accident story
- + List the facts and disputed items
- + Compare the facts and disputed items with the physical evidence to establish the best answer

Field Code Changed

Field Code Changed

INVESTIGATOR’S CHECKLIST

Time \_\_\_\_\_ AM/PM

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

A. ARRIVAL

- \_\_\_\_\_ Make visual check to see if scene is properly protected against further injury or situations.
- \_\_\_\_\_ Call Police if necessary.
- \_\_\_\_\_ Attend to injured.

B. GATHER EVIDENCE AND DOCUMENT SCENE

- \_\_\_\_\_ Pictures taken and evidence preserved?
- \_\_\_\_\_ Is point of impact clearly noted?
- \_\_\_\_\_ Note any property damage.
- \_\_\_\_\_ Parties involved – vehicles, make, model, license number, vehicle occupants, addresses, employer?
- \_\_\_\_\_ Time of incident, exact location?
- \_\_\_\_\_ Location and cross streets.
- \_\_\_\_\_ Is your employee isolated from others? Do not allow them to discuss incident.
- \_\_\_\_\_ Witnesses names and addresses.
- \_\_\_\_\_ Make measurements of all physical facts, including length and location of skid marks, and fixed objects.
- \_\_\_\_\_ Make a sketch of scene.
- \_\_\_\_\_ Have Police issued citations?
- \_\_\_\_\_ Police investigators badge numbers, city, state, etc?

C. ANALYSIS

*When did it happen?*

\_\_\_\_\_  
\_\_\_\_\_

*Where did it happen?*

\_\_\_\_\_  
\_\_\_\_\_

*Why did it happen?*

\_\_\_\_\_  
\_\_\_\_\_

*What caused it to happen?*

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Field Code Changed  
Field Code Changed

PACKET: 01127 License Packet april operators

SEQUENCE: License #

10. A.

ID	PERIOD	NAME	LICENSE CODE
01036	3/11/15- 6/30/16	CROOK JOEL	OPRATOR OPERATORS - 2 YEAR
01037	3/12/15- 6/30/15	BEYER ANNA MAE	OPRATOR OPERATORS - 1 YEAR
01054	3/20/15- 6/30/16	HUDSON LAURA	OPRATOR OPERATORS - 2 YEAR
01081	3/25/15- 6/30/16	RAVENSCROFT PATRICK	OPRATOR OPERATORS - 1 YEAR
01083	3/26/15- 6/30/16	WAGNER ELIZABETH	OPRATOR OPERATORS - 2 YEAR
01085	3/26/15- 6/30/16	GIBBS BRITTANY BAYE	OPRATOR OPERATORS - 2 YEAR
04557	3/05/15- 6/30/16	TABBERT MEGAN	OPRATOR OPERATORS - 2 YEAR
04577	3/26/15- 6/30/16	GIERTYCH DANIEL	OPRATOR OPERATORS - 2 YEAR
01114	4/1/15- 6/30/16	Henke Michael	OPRATOR OPERATORS - 2 year



# CITY OF ONALASKA

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

10, B

## SPECIAL EVENTS PERMIT APPLICATION

RECEIVED

Date: 4-8-2015

APR 08 2015

Cost: \$ \_\_\_\_\_

(Please Print) CITY OF ONALASKA

Application is for:

- Bicycle Races
- Marathons
- Parades
- Procession(s)
- Runs
- Block Party<sup>1</sup>
- Other:

4 Block walk

Requestor Information			
Organization/Requestor Name: <u>Paws 4 Independence</u>		Phone: <u>(507) 459-2820</u>	
Officer of Corporation or Director of Event: <u>Marcie Jensen / Dawn Kulsinsky</u>			
Address of Organization: <u>2511 1<sup>st</sup> Ave. West</u>			
City: <u>Lacrosse</u>	State: <u>WI</u>	Zip: <u>54603</u>	
Contact Person: <u>Marcie Jensen</u>		Phone: <u>(507) 459-2820</u>	
Address: <u>15612 Prairie Ridge Rd.</u>			
City: <u>Caledonia</u>	State: <u>MN</u>	Zip: <u>55921</u>	
Purpose/Description of Event: <u>To walk our dogs, 4 block <del>route</del> walk</u>			

EVENT INFORMATION			
Name of Event: <u>High Five 4 Paws</u>	Date of Event: <u>May 2<sup>nd</sup> 2015</u>	Time (beginning) <u>10:00</u> <small>(am/pm)</small>	Time (ending) <u>10:45</u> <small>(am/pm)</small>
Starting Point or Block to Be Closed: <u>American Legion - Sand Lake Rd</u>			
Route or Specific Location (List Abutting Streets): <u>Start American Legion, left on Redwood, left on 10<sup>th</sup> left onto Quincy Back to American Legion.</u>			
Termination Point: <u>25 American Legion</u>			
Estimated Maximum Number of Units/Persons Attending Event: <u>25</u>			

<sup>1</sup>Attach signatures of at least 51% of all households abutting the proposed block to be closed for said party

**\*\* NOTE \*\* CERTIFICATE OF INSURANCE REQUIRED,**  
 With the City of Onalaska listed as additional Insured.  
Original Certificate of Insurance must accompany this application

## SPECIAL EVENTS REQUIRED INFORMATION

The following information must be completed and received by the City of Onalaska City Clerk's Office no less than 30 days (60 days for special events) prior to the scheduled event for processing. Failure to provide complete information could void your permit and cancel your event. Also, a Special Event Permit is not valid until insurance has been provided, all fees have been paid, and all necessary approval signatures have been obtained.

### TELL US ABOUT YOUR EVENT:

1. Will food be prepared and/or served at the event?  YES  NO

If yes, please explain in detail what food service you will provide: Not during the walk. That will all be done at The American Legion

*(Please contact the La Crosse County Health Department (608) 785-9872 to sell/serve food)*

2. Will alcoholic beverages be served/sold?  YES  NO

If yes, a "Special Class B" license will allow you to serve/sell beer and/or wine.

*(The Office of the City Clerk (608) 781-9530 will assist you with obtaining the license)*

3. Will you be having a band or amplified music?  YES  NO

If yes, a Variance Permit may be needed.

*(Please contact the Onalaska Police Department (608) 781-9550 for additional information on noise and noise ordinance)*

4. Do you require any special parking restrictions?  YES  NO

If yes, please indicate what type, when and where: \_\_\_\_\_

5. Will you require the use of any City Services and/or equipment?

Barricades  YES  NO If yes, approximately how many: \_\_\_\_\_

Cones  YES  NO If yes, approximately how many: \_\_\_\_\_

Street Sweeper  YES  NO If yes, approximate time needed: \_\_\_\_\_ a.m./p.m.

*(Please contact the Onalaska Public Works Department (608) 781-9537 to make arrangements)*

6. Will temporary signage be used?  YES  NO

If yes, please indicate what type and where: We will have volunteers on each corner and also in the middle of the blocks

*(Please contact the Onalaska Planning Department (608) 781-9590 to inquire about City Regulations)*

7. Will there be a fireworks display?  YES  NO

If yes, please indicate what type and where: \_\_\_\_\_

*(Please contact the Office of the Fire Department (608) 781-9546 to inquire about City Regulations)*

8. Do you have a plan in place to deal with any medical emergencies that may occur during your event?  YES  NO

If yes, please explain: We have 2 RN's and a physician assistant as volunteers on the corners

9. An emergency/evacuation plan is needed. Please submit a plan not less than fourteen (14) business days prior to the event.

(The Onalaska Police Department (608) 781-9550 will assist you with your plan)

10. Other special assistance requested: NONE

I understand the filing of this application does not ensure the issuance of this license. I also understand that all Special Events sponsors must comply with all applicable city Ordinances, traffic rules, park rules, state health laws, fire codes and liquor licensing regulations. Fees for park facilities, food sales permits, tent, signage and fireworks permits are in addition to the fees submitted for the Special Events Application. I further understand that an incomplete application may be cause for denial of the event.

**Hold Harmless Indemnification and Defense.**

The applicant and/or the organization agrees to indemnify, defend and hold harmless the City of Onalaska and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorney fees, arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the applicant/organization, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.

Mari Jensen  
Signature of Applicant

4-9-2015  
Date

Fees are Non-Refundable. Submit completed application along with any required information to:

Onalaska City Clerk's Office  
415 Main Street  
Onalaska, WI 54650

**FOR OFFICE USE ONLY**

Name & Date of Event: Paws 4 Independence / May 2, 2015

City Clerk	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: <u>4-8-15</u>
Fire Dept	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: _____
Police Dept	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: _____
Public Works	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: _____
Health Dept	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: _____
Planning	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: _____
Parks & Rec	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason: _____	Date: _____

Site Diagram Sketch Attached:  YES  NO

GIS Dept. Map Prepared:    /   /   

Insurance Required:  YES  NO Certificate of Insurance on File:  YES  NO COI Expires: 5-3-15

Special Class B License Required:  YES  NO Date of Special Class B Application:    /   /   

Approved By A&J:    /   /    Date License Issued:    /   /    License No:



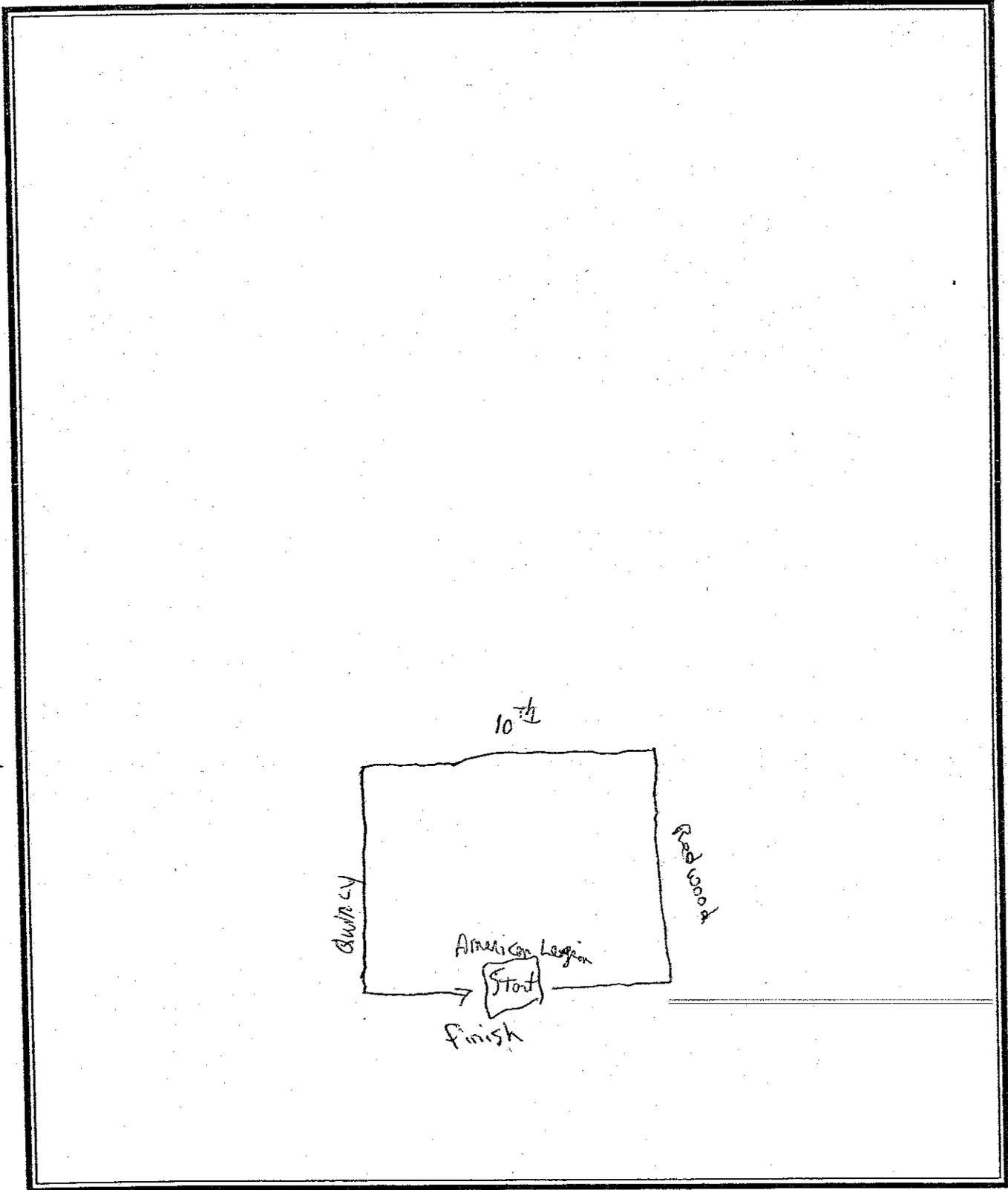
# CITY OF ONALASKA

PLANNING DEPARTMENT, 415 MAIN STREET, ONALASKA, WI 54650

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

[www.cityofonalaska.com](http://www.cityofonalaska.com)

## SITE DIAGRAM SKETCH



Please sketch the proposed location of the event above or attach a site diagram. Note all buildings, parcel lines, right-of-ways, streets and alleys. Include on this map or attach a sketch of the proposed event barricades, concession stands, portable restrooms, bleachers and other structures that will be brought in for the event.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/03/2014

<b>PRODUCER</b> East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley, CA 95945 Phone: (530) 477-6521 Email: info@theeventhelper.com		THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Paws4Independence Marcie Jenson 15612 Prairie Ridge Rd. Caledonia, MN 55921		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Essex Insurance Company	39020
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**

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

INSR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	Y	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Liability GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC Retail Liquor Liability	3DS5402-M752421	05/02/2015	05/03/2015	EACH OCCURRENCE INCLUDING BODILY INJURY & PROPERTY DAMAGE \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 1,000,000 DEDUCTIBLE \$ 1,000 \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS   OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.

<b>CERTIFICATE HOLDER</b> City of Onalaska 415 Main St Onalaska, WI 54650	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Will Maddux</i>
--	---

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

Policy Number: 3DS5402-M752421

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Onalaska 415 Main St Onalaska, WI 54650
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

RESOLUTION 26-2015

RESOLUTION TO APPLY FOR OUTDOOR RECREATION AIDS THROUGH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES

WHEREAS, the City of Onalaska Common Council has adopted a final plan for the public recreational improvements at the Great River Landing located along USH 35 near Main Street and adjacent to the Black River.

WHEREAS, the City is interested in developing these lands for public outdoor recreation purposes; and

WHEREAS, financial aid is required to carry out the project; and

WHEREAS, the City intends to apply for Stewardship Grant funds from the Wisconsin Department of Natural Resources (WDNR); and

NOW THEREFORE BE IT RESOLVED, that the City of Onalaska will provide funds matching the amount obtained from the WDNR Stewardship Program, in an amount sufficient to complete this first phase of the Great River Landing Project.

BE IT FUTHER RESOLVED, that the City of Onalaska hereby authorizes Mayor Joe Chilsen and Brea Grace, Land Use & Development Director to act on behalf of the City of Onalaska to:

- Submit an application to the State of Wisconsin Department of Natural Resources for financial aid that may be available and provide any additional requested information or documentation as may be required;
- Submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date;
- Submit signed documents; and
- Take any necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED, that the City of Onalaska will comply with local, state and federal rules for the programs pertaining to public recreation opportunities during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site.

Dated this 14<sup>th</sup> day of April, 2015.

CITY OF ONALASKA

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

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

PASSED:  
APPROVED:  
PUBLISHED:



# MEMORANDUM

## PUBLIC WORKS DEPARTMENT

11. C.

TO: Common Council  
FROM: Jarrod Holter, City Engineer *JH*  
DATE: April 9, 2015  
CC:  
RE: 2015 centerline painting

A second striping price was received after the April 7, 2015 Board of Public Works meeting from Twin City Striping. Twin City Striping has worked in the City in the past and has performed well with a good final product.

The following are the quotes received:

- Twin City Striping \$0.064 / lf
- Fahrner Asphalt Sealers, Inc. \$0.069 / lf

Upon receipt of the second quote, I would recommend awarding the quote to Twin City Striping for the 2015 striping work at the above quoted price per lineal foot painted. It is anticipated that approximately 180,000 lineal feet of painting, with 2<sup>nd</sup> mobilization charge, will be installed at a cost of \$11,820.00. This work will be funded from Street Department contractual services account.

# QUOTATION

## TWIN CITY STRIPING

1846 110<sup>th</sup> Street S.E.  
Delano, MN. 55328  
952-955-3303  
Fax: 952-955-3302

SUBMITTED TO <b>ONALASKA WI</b>		DATE <b>4-3-15</b>
STREET <b>415 MAIN ST</b>		LETTING
CITY, STATE and ZIP CODE <b>ONALASKA WI 54650</b>		JOB LOCATION <b>CITY STREETS</b>
PHONE <b>608-781-9537</b>	FAX <b>781-9506</b>	JOB NUMBER

WE ARE PLEASED TO QUOTE THE FOLLOWING PRICES

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT \$ PRICE	\$ AMOUNT
	STRIPING				
	YELLOW OR WHITE				
	LINES	180,000	L.F.	0.064	
	ATTN				
	JANIS HOLTZ P.E.				
	+300 <sup>00</sup> FOR 2ND MOBILIZATION				

SIGNATURE <i>W. Agne &amp; Jones</i>	TOTAL AMOUNT
TITLE OWNER	

PROPOSAL / CONTRACT

Job No. \_\_\_\_\_

Date: March 26, 2015

PLOVER, WI 54467  
2800 Mecca Drive  
Ph.: 715.341.2868  
Fax: 715.341.1054

WAUNAKEE, WI 53597  
316 Raemisch Road  
Ph.: 608.849.6466  
Fax: 608.849.6470

KAUKAUNA, WI 54130  
860 Eastline Road  
Ph.: 920.759.1008  
Fax: 920.759.1019

EAU CLAIRE, WI 54703  
6615 U.S. Hwy 12 W  
Ph.: 715.874.6070  
Fax: 715.874.6717



Pavement Maintenance Contractors

EEO/AA (W/M/Vets/Disability) Employer

CORPORATE OFFICE: 1.800.332.3360

FREDERIC, WI 54837  
3468 115th Street  
Ph.: 715.653.2535  
Fax: 715.653.2553

SAGINAW, MI 48601  
2224 Veterans Memorial Pkwy  
Ph.: 989.752.9200  
Fax: 989.752.9205

DUBUQUE, IA 52003  
4485 Dodge Street  
Ph.: 563.556.6231  
Fax: 563.588.1240

OAKDALE, MN 55128  
7500 Hudson Blvd., Ste. 305  
Ph.: 651.340.6212  
Fax: 651.340.6221

Contact Name: JARROD HOLTER

Cash Price \$0.00

PURCHASER: CITY OF ONALASKA

TELEPHONE: (608) 781-9537

ADDRESS: 415 MAIN ST  
ONALASKA, WI 54650

DESCRIPTION OF PROPERTY:  
CITY OF ONALASKA  
415 MAIN ST (LONG LINE PAINT)  
ONALASKA, WI 54650

1. FAHRNER Asphalt Sealers, L.L.C. (CONTRACTOR) and PURCHASER agree that, CONTRACTOR shall furnish the labor and materials to complete certain construction in accordance with the following specifications:

Repaint approximately 180,000 L.F. of centerline on city streets.

Final cost will be based on the total number of lineal feet painted at a rate of \$0.069/L.F.

Approximate Cost: \$12,420.00

Note: Includes cones (where required), traffic control, and trailing vehicle (where required).

Note: if a second mobilization is required add \$300.00

This proposal may be withdrawn if not accepted and received by CONTRACTOR within 90 days of the date above and/or at any time before performance of the work hereunder upon CONTRACTOR'S determination that the PURCHASER is not creditworthy.

2. If proposal is accepted please sign, retain one copy and forward a copy to our office.  
3. The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of \$0.00 and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work. PURCHASER acknowledges that the specifications, conditions and price quotes specified above are satisfactory and hereby accepted.

Acceptance of this Proposal includes acceptance of all the terms and conditions on back.

CONTRACTOR:  
Fahrner Asphalt Sealers, LLC:

PURCHASER:  
I have read and understand the terms and conditions on both sides of this contract.

Fred Brown Cell: (715) 828-7219

(PRINT OR TYPE NAME)

By:   
(CONTRACTOR REPRESENTATIVE)

(PRINT OR TYPE NAME)

By: \_\_\_\_\_  
(PURCHASER AUTHORIZED REPRESENTATIVE)

Date: March 26, 2015

Date of acceptance: \_\_\_\_\_

12. A

**REQUEST FOR ACTION & POSSIBLE CONSIDERATION BY  
COMMON COUNCIL:**

April 14, 2015

**Approval of a Rezoning request filed by Traditional Trades, 1853 Sand Lake Road, Onalaska, WI 54650, to rezone the properties at 1735 Pine Ridge Drive, 1150 Oak Timber Drive, and 1140 Oak Timber Drive from Single Family Residential (R-1) District to Single Family and/or Duplex Residential (R-2) (Tax Parcels #18-6282-0, 18-6273-0, & 18-6272-0).**

1. Rezoning Fee of \$150.00 (PAID).
2. Obtain a Certified Survey Map to amend boundaries of Tax Parcels 18-6273-0 and 18-6272-0 to reflect rezoning request.
3. Park Fee of \$922.21 per residential unit prior to issuance of building permit.
4. All associated setbacks for a twindo dwelling to be followed according to Section 13-2-6 of the Zoning Ordinance.
5. Owner/developer shall pay all fees and have all plans reviewed and approved by the City prior to obtaining a building permit. Owner/developer must have all conditions satisfied and improvements installed per approved plans prior to issuance of occupancy permits.
6. All conditions run with the land and are binding upon the original developer and all heirs, successors and assigns. The sale or transfer of all or any portion of the property does not relieve the original developer from payment of any fees imposed or from meeting any other conditions.
7. Any omissions of any conditions not listed in the minutes shall not release the property owner/developer from abiding by the City's Unified Development Code requirements.



# CITY OF ONALASKA

14. A

## PLANNING/ZONING DEPARTMENT

PH: (608) 781-9590

FAX (608) 781-9506

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

## MEMO

Date: 04/09/2015

To: Common Council

Cc: Mayor Joe Chilsen, Fred Buehler, Cari Burmaster

From: Brea Grace

Re: Contract with MSA

Staff is requesting approval on the attached contract, not to exceed \$5,000, with MSA for professional services. The scope of services would focus on preparing a response on behalf of the City of Onalaska and the Village of Holmen, to the application for incorporation which the Town of Onalaska soon will be making to the WI Department of Administration.

Bg

14.A

### PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this \_\_\_ day of April, 2015 by and between the City of Onalaska (hereinafter "City"), the Village of Holmen (hereinafter "Village") (collectively "City" and "Village" shall be "Municipalities") and MSA Professional Services (hereinafter "MSA").

**WHEREAS**, the Municipalities requested a proposal for services for a joint project (hereinafter "Request"), for the development of the Intervenor's Report on behalf of Municipalities;

**WHEREAS**, MSA responded to such Request by submitting their Proposal, a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, the Municipalities desires to retain MSA to perform the services set forth in said Request and MSA desires to perform said services; now

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

1. The Municipalities agree to purchase from and retain MSA and MSA agrees to deliver those services for the City as set forth in the Proposal and incorporated herein by reference.
2. All products shall be delivered in the manner and in accordance with the terms set forth in said Proposal.
3. Payment. The Municipalities agrees to pay MSA the amount as set forth on MSA's Proposal. Pursuant to the terms of the Proposal, MSA shall draft an Intervenor's Report on behalf of the Municipalities for a cost not to exceed \$10,000.00 which such cost shall be divided equally between the Municipalities. The Municipalities shall pay all invoices within thirty days of receipt. Any additional services not included in

the Proposal shall be billed on a time and expense basis plus reimbursable expense and shall be performed only upon written authorization by the Municipalities.

4. Completion of Report. The parties understand that the use of the Intervenor Report is in response to a Petition by the Town of Onalaska ("Petitioner") to Incorporate the Village of Midway, which parties anticipate being filed in the next six months. Upon such filing, certain statutory timelines shall begin, including the deadline with which the Municipalities as Intervenor must respond. MSA understands that in the event that the Petitioner files their Petition to Incorporate as the Village of Midway with the Department of Administration prior to MSA's completion of the Intervenor Report, MSA shall complete and deliver their report to the Municipalities within thirty (30) days of the notice that Petitioner has submitted their fee and petition to the Department of Administration.
6. Cancellation or Termination: This Agreement may be terminated by either party upon thirty (30) days written notice should the other party fail to perform in accordance with the terms of no fault of the other.
8. Indemnification. MSA shall indemnify and hold harmless Municipalities and their agents, officials and employees from and against any and all direct claims, losses, liabilities, damages and costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damages arising from MSA's negligence or willful misconduct. Municipalities shall indemnify and hold harmless MSA and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages and costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damages arising from Municipalities' negligence or willful misconduct.

8. General Limitation of Liability. In no event shall MSA or Municipalities be liable to the other party for incidental, consequential, exemplary, indirect or special damages of any kind or nature, including, without limitation, any damage resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with this Agreement, irrespective of whether the parties have advance notice of the possibility of such damage.
9. Non-Assignability. Neither party may assign this Agreement to any other person, firm or business, without the prior written approval of the other parties, it being the express intention of the parties that all products delivered and services to be performed shall only be performed by MSA.
10. Dispute Resolution. The parties intend that any dispute or controversy arising out of or relating to the Agreement be resolved informally, if possible, through good faith negotiation. Therefore, in the event of a dispute or controversy, the parties shall promptly notify each other, in writing, of the specifics of such dispute or controversy and arrange to meet in an attempt to reach a resolution of the dispute or controversy.
12. Insurance. MSA maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Each Occurrence:	\$1,000,000
Umbrella/Excess Liability Insurance:	
Aggregate:	\$2,000,000
Each Occurrence:	\$2,000,000

Professional Liability Insurance:

Each Claim:	\$2,000,000
-------------	-------------

The Municipalities may request MSA to provide the Municipalities with a copy of a current Certificate of Insurance with the coverages listed above.

16. Modification. This Agreement may not be modified except in writing signed by all parties.

17. Signatures. The parties signing this Agreement represent that they do so with full authority.

15. Governing Law. Without regard to any conflict of laws provisions, this Agreement shall be governed by and under the laws of the State of Wisconsin.

IN WITNESS WHEREOF, Harter has caused this Agreement to be executed by its Owner/Manager and Secretary and the City by its Mayor and City Clerk the day and year first above written.

**CITY OF ONALASKA**

**MSA PROFESSIONAL SERVICES**

By: \_\_\_\_\_  
Name: Joe Chilsen  
Title: Mayor

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

By: \_\_\_\_\_  
Name: Caroline Burmaster  
Title: Clerk

Approved as to content, form and execution, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Sean O'Flaherty, City Attorney

**VILLAGE OF HOLMEN**

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

Name: Scott Heinig

Title: Village Administrator

Approved as to content, form and execution, this \_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Brian Weber, Village Attorney

## SECTION I: MSA RESPONSIBILITIES

### Phase 1: Town of Onalaska Incorporation Intervention

MSA shall perform or furnish professional planning services to assist the Village of Holmen and City of Onalaska to intervene in efforts by the Town of Onalaska to incorporate. Such services may include providing research, analysis, meeting attendance with project representatives, correspondence, and a written report indicating how a proposed incorporation may fail to meet the statutory standards for incorporation under Section 66.0207, including how the Village of Holmen and City of Onalaska may be better suited to provide services to planned incorporation areas or how a proposed incorporation would impact future growth of the Village of Holmen and City of Onalaska.

- **Task 1: Intervenors Report**

MSA shall review the Town of Onalaska Incorporation Application. MSA shall draft a joint Intervenors Report on behalf of the Village of Holmen and the City of Onalaska. The Intervenors Report will summarize the Village's and City's objections to the proposed incorporation. Specifically, the intervenors objections will be organized according to the statutory standards for incorporation under Section 66.0207, Wis. Stats.:

Standard 1 (a), Homogeneity and Compactness  
Standard 1 (b), Territory Beyond the Core  
Standard 2 (a), Tax Revenue  
Standard 2 (b), Level of Services  
Standard 2 (c), Impact on the Remainder of the Town  
Standard 2 (d), Impact on the Metropolitan Community

The Intervenors Report will only include objections to those standards which are deemed unmet by MSA, or project representatives for the Village of Holmen or the City of Onalaska. Creation of the Intervenors Report may require MSA to research, collect, and analyze data, plans, or maps for the Town of Onalaska, Village of Holmen or City of Onalaska. To the extent possible, MSA will incorporate data collected and provided by the Village of Holmen or City of Onalaska in the preparation of the Intervenors Report. Additional data collection, analysis or map creation may be required of MSA, the Village of Holmen, or the City of Onalaska in preparation of the Intervenors Report.

A draft copy (pdf) of the report will be sent to project representatives for the Village of Holmen and City of Onalaska for comment prior to finalizing the report for submission to the Department of Administration. MSA will complete those edits requested by representatives for the Village of Holmen and City of Onalaska and provide a final copy (pdf) of the report to each community.

In performing the services outlined in Task 1 MSA may be required to attend meetings and complete other project correspondence.

Andrew Bremer, AICP shall act as MSA's representative with respect to the services to be performed and furnished under this contract. The compensation for the above services will be on a time and expense basis, plus reimbursable expenses, as outlined in Attachment A-Rate Schedule.

- **Task 2: Depositions, Affidavits, or Sworn Testimony**

MSA's estimated fees does not include time spent providing depositions, affidavits, or sworn testimony, including attendance at Incorporation Review Board meetings concerning the Town of Onalaska Incorporation Application. MSA can provide such services on a time and materials basis, plus reimbursable expenses as outlined in Attachment A-Rate Schedule, upon written authorization by the Village of Holmen and the City of Onalaska.

## SECTION II: VILLAGE OF HOLMEN AND CITY OF ONALASKA RESPONSIBILITIES

- Designate a person to act as the Village's and City's representative with respect to the services to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define Village or City policies and decisions with respect to the services. MSA expects to have one point of contact for the project from each community, presumably Mr. Scott Heinig for the Village of Holmen and Ms. Brea Grace for the City of Onalaska.
- Each community will provide copies of data, studies, plans, photos, maps, and reports that include relevant information to the planning project in relation to the services their community provides to the Town of Onalaska and its residents, or other information which would support the position that the Village of Holmen and City of Onalaska have the capacity to provide services to areas of the Town of Onalaska.
- Provide the services of the Village of Holmen Attorney and City of Onalaska Attorney as needed in preparing the Intervenors Report.
- Submit the final copy of the Intervenors Report to the Department of Administration.

Preliminary

**ATTACHMENT B:  
RATE SCHEDULE  
MARCH 2014/2015\***

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects .....	\$125-\$151.00/hr.
Clerical .....	\$56-\$78.00/hr.
CAD Technician .....	\$47-\$103.00/hr.
Geographic Information Systems (GIS).....	\$71-\$125.00/hr.
Housing Administration .....	\$55-\$103.00/hr.
Hydrogeologists .....	\$99-\$142.00/hr.
Planners .....	\$83-\$160.00/hr.
Principals.....	\$142-\$175.00/hr.
Professional Engineers .....	\$85-\$175.00/hr.
Project Manager.....	\$62-\$170.00/hr.
Professional Land Surveyors .....	\$88-\$145.00/hr.
Staff Engineers.....	\$76-\$115.00/hr.
Technicians.....	\$47-\$103.00/hr.
Wastewater Treatment Plant Operator.....	\$71-113.00/hr.
 <u>REIMBURSABLE EXPENSES</u>	
Copies/Prints.....	Rate based on volume
Fax.....	\$1.00/page
GPS Equipment .....	\$40/hour
Mailing/UPS .....	At cost
Mileage – (currently \$0.56/mile).....	Rate set by Fed. Gov.
Nuclear Density Testing .....	\$25.00/day + \$10/test
Organic Vapor Field Meter.....	\$100.00/day
PC/CADD Machine.....	Included in labor rates
Robotics Geodimeter.....	\$30/hour
Stakes/Lathe/Rods.....	At cost
Total Station.....	Included in labor rates
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing .....	At cost

\* Labor rates represent an average or range for a particular job classification. These rates are in effect until March 1, 2015. After March 1, 2015, these rates may increase by not more than 5% per year.

14.C

**RESOLUTION 27-2015**

**AUTHORIZING PREPARATION OF COOPERATIVE BOUNDARY PLAN  
BETWEEN THE CITY OF ONALASKA AND VILLAGE OF HOLMEN**

WHEREAS, the Common Council of the City of Onalaska has determined that in order to promote the public health, safety and welfare as well as the best interests of the City of Onalaska citizens, the City must provide for the harmonious and planned development of the City of Onalaska in conjunction with its neighbors; and

WHEREAS, the legislature has provided a means for municipalities to cooperate and plan for development and growth as well as establish boundaries among themselves under the provisions of section §66.0307 of the Wisconsin Statutes.

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

1. The City, through its agents and officials, is authorized to participate in the preparation of a cooperative boundary plan with the Village of Holmen under the procedures and standards set forth in Wis. Stat. §66.0307;
2. That the City officers, staff and consultants are hereby authorized and directed to work with representatives of the Village of Holmen to prepare a cooperative plan for consideration by the City Council and Village Board and the eventual submission to the Department of Administration for review;
3. The City Clerk is directed to give written notice of the adoption of this resolution within 5 days of adoption to the following entities:
  - a. The Departments of Administration, Transportation, Natural Resources and Agriculture, Trade and Consumer Protection;
  - b. The Clerks of any municipality, school district, technical college district, sewerage district or sanitary district which has any part of its territory within 5 miles of a participating municipality;
  - c. The La Crosse County Clerk;
  - d. The La Crosse County zoning agency created under §59.63(2), Wis. Stats. and the Mississippi River Regional Planning Commission.

Passed and approved this 14th day April, 2015.

CITY OF ONALASKA

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

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

PASSED:  
APPROVED:  
PUBLISHED: