



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final

Board of Public Works

Monday, April 1, 2024

10:00 AM

Council Chambers
City Hall, First Floor

The Board of Public Works meeting is open for in-person attendance and will also be conducted through video conferencing. The meeting can be viewed by visiting the Legislative Information Center (<https://cityoflacrosse.legistar.com/Calendar.aspx>) and clicking on the video link to the far right in the meeting list.)

Call to Order

Roll Call

Approval of Minutes

Minutes from March 25, 2024.

Agenda Items:

- [24-0317](#) Resolution approving the five-year Lease Agreement extension between the City of La Crosse and City Brewing Company, LLC for parking spaces near Marco Drive.
- [24-0318](#) Resolution approving the five-year Lease Agreement extension between the City of La Crosse and City Brewing Company, LLC for parking spaces near Joseph Houska Drive and Hood St.
- [24-0474](#) Request to approve Bridge Inspections quote
- [24-0476](#) Resolution approving the partial vacation of public street right-of-way on the south side of Fisherman's Road
- [24-0477](#) Bidder's Proof of Responsibility
- [24-0481](#) Temporary Street Privilege Permit for 315 Front Street North

Adjournment

Notice is further given that members of other governmental bodies may be present at the above scheduled meeting to gather information about a subject over which they have decision-making responsibility.

NOTICE TO PERSONS WITH A DISABILITY

Requests from persons with a disability who need assistance to participate in this meeting should call the City Clerk's office at (608) 789-7510 or send an email to ADAcityclerk@cityoflacrosse.org, with as much advance notice as possible.

Board members: Mitch Reynolds, Tamra Dickinson, Rebecca Schwarz, Andrea Trane, Matthew Gallagher.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0317

Agenda Date: 4/4/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution approving the five-year Lease Agreement extension between the City of La Crosse and City Brewing Company, LLC for parking spaces near Marco Drive.

RESOLUTION

WHEREAS, City Brewing Company, LLC. has entered into a lease agreement with the City of La Crosse for property located on Isle La Plume in La Crosse;

WHEREAS, City Brewing Company, LLC. is interested in extending the lease for the time period of May 1, 2024, through November 1, 2028.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the five-year Lease Agreement extension between the City of La Crosse and City Brewing Company, LLC.

BE IT FURTHER RESOLVED that the lease payments will be deposited in the General Fund.

BE IT FURTHER RESOLVED that City of La Crosse staff are hereby authorized to effectuate this resolution.

LEASE

This lease made this ____ day of _____, 2024, by and between the City of La Crosse, Wisconsin, a municipal corporation, "Lessor," with offices at 400 La Crosse Street, La Crosse, Wisconsin and City Brewing Company, LLC, a limited liability company, "Lessee," with offices located at 1106 South Third Street, La Crosse, Wisconsin.

WITNESSETH:

That Lessor, does hereby lease parking spaces on certain land near Marco Drive on Isle La Plume, an abandoned landfill in the City of La Crosse, County of La Crosse, State of Wisconsin, on Isle La Plume as part of a former landfill shown as "Proposed Area" on the map marked as Exhibit "A" attached hereto.

To have and to hold said premises on the following terms and conditions:

1. TERM

Except as otherwise provided herein, the term of this lease shall be for five terms of six (6) months beginning on:

May 1, 2024, and ending November 1, 2024.
May 1, 2025, and ending November 1, 2025
May 1, 2026, and ending November 1, 2026.
May 1, 2027, and ending November 1, 2027.
May 1, 2028, and ending November 1, 2028.

2. RENT

Lessee, its permitted successors and assigns, agrees to pay as and for a monthly rent of \$1,063.36 (One Thousand Sixty-Three Dollars and Thirty-Six Cents) per month with a yearly increase based on the table below. Lessor shall be responsible for marking spaces reserved for City Brewery.

2024- \$1,063.36/month + Tax
2025- \$1,116.52/month + Tax
2026- \$1,172.35/month + Tax
2027- \$1,230.97/month + Tax
2028- \$1,292.52/month + Tax

3. USE OF PREMISES.

Said premises shall be used only for the purpose of parking trucks and trailers and no other purpose without the express written consent of Lessor being first had and obtained. No building may be constructed on the leased premises excepting only temporary portable structures used in conjunction with truck staging which structures shall be subject to prior approval from the Lessor's Board of Public Works, which approval shall not be unreasonably withheld.

4. Lessee agrees it will not sublet said premises, nor any part thereof, nor assign the Lease without the express written consent of Lessor except that Lessee shall be allowed use of the premises for parking trailers, tractors and equipment used in conjunction with City Brewery and its business, its distributors and contractors.

5. Lessee agrees to furnish Lessor with liability insurance naming the City of La Crosse as co-insured in an amount not less than \$2,000,000 for personal injury and property damage. A certificate of such insurance shall be maintained at all times during the term of this lease and it shall provide that the City shall have at least thirty (30) days notice prior to any cancellation of the same.

6. Lessee agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the leased premises and the use thereof.

7. In the event the Lessee shall hold over and remain in possession of the leased premises, such holding over shall be from month-to-month only, and upon all of the same rents, terms, covenants and conditions as contained herein.

8. Lessee shall be responsible for maintaining the leased premises in good condition and good and proper order and obtain any necessary permits or approvals for its intended use. Lessee further agrees that the premises shall be improved for the parking of trailers and tractors. Variations from the above permitted improvements to the premises shall require prior approval from Lessor's Board of Public Works.

9. ENVIRONMENTAL LIABILITIES.

The Lessor shall be responsible for all environmental liabilities arising out of its prior use and occupancy of the premises leased to Lessee and the Lessor shall indemnify and hold Lessee harmless from all costs or other liabilities arising therefrom.

The Lessor shall also be responsible for all costs of properly abandoning any landfill, monitoring or remediation devices on the leased premises as the result of any Environmental Cleanup activities undertaken by the Lessor. And, if any damage to any person or property (including environmental damage) arises from the construction, use, maintenance or abandonment or the monitoring or remediation devices, the Lessor shall be liable for all Environmental Cleanup related thereto, and shall indemnify, hold harmless and defend Lessee for the costs, liabilities, claims, judgments, orders or proceedings related thereto.

In the event that the Lessor is required to engage in environmental clean up, it shall do so with the minimum amount of disruption to Lessee's use and occupancy of the leased premises. IN the event that Lessee is required to discontinue using a portion or all of the said premises due to said clean up, the Lessor will provide Lessee with suitable, alternative leased premises located as close to this leased premises as possible at no additional costs to Lessee.

Except as otherwise expressly provided herein, Lessee, on behalf of itself, its representatives, successors and assigns expressly waives and releases any and all claims against the Lessor, its successors and assigns, and their respective officers and employees, which may

arise during the lease term, for injuries or damage to Lessee's improvements or business activity on the leased premises caused by Environmental Cleanup activities on the property, including but not limited to demolition of buildings, interference with business, whether temporary or permanent, or loss of use of the lands leased herein, provided the City gives Lessee at least 45 days prior notice of the activity.

Lessee hereby agrees to indemnify the Lessor, its officers and employees, against all costs, losses, penalties, liability, claims, actions and proceedings arising from injuries to persons (including death) or damages to property (including but not limited to the environment) that are caused by Lessee, its distributors and contractors, during the term of this lease.

"Environmental Cleanup" shall include all removal or response actions, remedial investigation, feasibility studies, remedial designs or remedial actions as those cognate terms are used in the enforcement of the Comprehensive Environmental Response, Compensation, Liability Act (CERCLA) sec. 144.442, Wis. Stats., or sec. 144.76, Wis. Stats. or any implementing regulations or guidance documents and the amendments or successor provisions thereto, including any continuation of the remedial investigation already commenced on the Property.

10. NONENCUMBRANCE OF LEASED PROPERTY

Lessee shall not permit any mechanics or materialmen's lien to be filed against the leased premises or engage in any financing or other transaction creating a mortgage or other encumbrance or lien upon the leased premises whether by express agreement or operation of law, and shall not place upon the leased premises or suffer to be placed upon the leased premises, any lien or encumbrance. Any mortgage, encumbrance or lien shall be deemed a violation of this lease.

11. EMINENT DOMAIN

If the whole or any part of the premises herein leased shall be taken under the power of eminent domain, then the terms of this lease shall cease as to the part so taken from the day of possession of that part taken for any public purpose, and from that date, Lessee shall have the right to either cancel this lease or to continue to possession of the remainder of the premises under the terms provided for herein.

All damages awarded for any such taking shall belong to and be the property of Lessor; provided, however, that Lessor shall not be entitled to any portion of the award made for loss of improvements belonging to Lessee.

12. SIGNS

Lessee shall not erect, install, operate nor cause nor permit to be erected, installed or operated in or upon the premises herein, any signs or similar advertising device without first obtaining the express written consent of Lessor.

13. TERMINATION

If Lessee shall fail to comply with any of the terms or conditions of this lease or any notice given under it or shall become insolvent or shall make an assignment for the benefit of creditors or if any of the leased property be attached and attachment not properly released, or if execution be issued against it or if a petition be filed by or against Lessee to have it adjudicated bankrupt, or if a Trustee or Receiver should be created or appointed to take charge of its assets, or if it shall desert or abandon the premises for a period of thirty (30) days, then at or anytime afterwards, Lessor may, at its option, enter into the premises and remove any and all of Lessor's personalty and improvements or provide reasonable notice to Lessor to remove the same and obtain possession of said leased premises, in which event this lease shall be considered terminated. The Board of Public Works may terminate this Lease within thirty (30) days advance written notice to Lessee for any reason. If this right to terminate is exercised, the Lessor will make a good faith effort to provide alternative parking spaces for Lessee.

15. WAIVER AND NON-WAIVER

Any waiver or any breach of the covenants contained herein to be kept and performed by Lessee shall not be considered as a continuing waiver and shall not operate to bar or prevent Lessor from declaring a forfeiture of any succeeding breach either the same condition or covenant or otherwise.

16. SUCCESSORS IN INTEREST

All terms, covenants and conditions contained herein shall continue, and bind all successors in interest of Lessee.

17. APPLICABLE LAW

This lease shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF the parties have hereto on the day and year first above written executed this lease.

WITNESS:

CITY BREWING COMPANY, LLC

WITNESS:

CITY OF LA CROSSE:

Mitch Reynolds, Mayor

Nikki Elsen, City Clerk

EXHIBIT A





CITY OF LA CROSSE

400 La Crosse Street
La Crosse, Wisconsin 54601
(608) 789-CITY
www.cityoflacrosse.org

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation

Agenda Item 24-0317 (Andrea Trane)

Resolution approving the five-year Lease Agreement extension between the City of La Crosse and City Brewing Company, LLC for parking spaces near Marco Drive.

General Location

A portion of parcel 17-50256-10, south of Hood Street, east of Marco Drive on Isle la Plume. Council District 9.

Background Information

This area has been leased to City Brewing for seasonal parking (May 1 – November 1) since 2018 (#18-0738).

This item is before the Plan Commission as Wisconsin State Statute 62.23 (5) refers to “lease of land for any street, alley or other public way, park, playground, airport, area for parking vehicles” as being referred to City Plan Commission.

Recommendation of Other Boards and Commissions

Council has approved previous leases for this same purpose.

Consistency with Adopted Comprehensive Plan

This is part of District D-7, Isle la Plume. This is an existing use which is considered “Allowable”.

Staff Recommendation

This item is recommended for approval.

Routing F&P 4.4.2024



BASIC ZONING DISTRICTS

	R1 - SINGLE FAMILY
	R2 - RESIDENCE
	WR - WASHBURN RES
	R3 - SPECIAL RESIDENCE
	R4 - LOW DENSITY MULTI
	R5 - MULTIPLE DWELLING
	R6 - SPECIAL MULTIPLE
	PD- PLANNED DEVELOP
	TND - TRAD NEIGH DEV.
	C1 - LOCAL BUSINESS
	C2 - COMMERCIAL
	C3 - COMMUNITY BUSINESS
	M1 - LIGHT INDUSTRIAL
	M2 - HEAVY INDUSTRIAL
	PS - PUBLIC & SEMI-PUBLIC
	PL - PARKING LOT
	UT - PUBLIC UTILITY
	CON - CONSERVANCY
	FW - FLOODWAY
	A1 - AGRICULTURAL
	EA - EXCLUSIVE AG
	City Limits
	SUBJECT PROPERTY



0 65 130 260 Feet



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0318

Agenda Date: 4/4/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution approving the five-year Lease Agreement extension between the City of La Crosse and City Brewing Company, LLC for parking spaces near Joseph Houska Dr and Hood St.

RESOLUTION

WHEREAS, City Brewing Company, LLC. has entered into a lease agreement with the City of La Crosse for property located on Isle La Plume in La Crosse;

WHEREAS, City Brewing Company, LLC. is interested in extending the lease for the time period of November 1, 2023, through October 31, 2028.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the five-year Lease Agreement extension between the City of La Crosse and City Brewing Company, LLC.

BE IT FURTHER RESOLVED that the lease payments will be deposited in the General Fund.

BE IT FURTHER RESOLVED that City of La Crosse staff are hereby authorized to effectuate this resolution.

LEASE

This lease made this ____ day of_____, 2024, by and between the City of La Crosse, Wisconsin, a municipal corporation, "Lessor," with offices at 400 La Crosse Street, La Crosse, Wisconsin and City Brewing Company, LLC, a limited liability company, "Lessee," with offices located at 925 South Third Street, La Crosse, Wisconsin.

WITNESSETH:

That Lessor does hereby lease parking spaces on certain land near Joseph Houska Dr and Hood St on Isle La Plume, an abandoned landfill in the City of La Crosse, County of La Crosse, State of Wisconsin, shown as "Proposed Area" on the map marked as Exhibit "A" attached hereto.

To have and to hold said premises on the following terms and conditions:

1. TERM

Except as otherwise provided herein, the term of this lease shall be for five terms of twelve (12) months beginning on:

November 1, 2023, and ending October 31, 2024
November 1, 2024, and ending October 31, 2025
November 1, 2025, and ending October 31, 2026
November 1, 2026, and ending October 31, 2027
November 1, 2027, and ending October 31, 2028

2. RENT

Lessee, its permitted successors and assigns, agrees to pay as and for an annual rent of \$9,000.00 (Nine Thousand Dollars) per year with a yearly increase based on the information below, due on November 1 of that year.

2023-\$9000.00/year + Tax
2024-\$9450.00/year + Tax
2025-\$9922.50/year + Tax
2026-\$10416.63/year + Tax
2027-\$10937.46/year + Tax

3. Holdover.

Should City Brewing Company LLC remain in possession of any part of the Leased Premises after the expiration or other termination of this Lease, without extending the term or executing a new lease, then such holding over shall be construed as a tenancy from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy. Notwithstanding, rent for any holdover tenancy shall be calculated as three (3) times the rental value as defined in Wis. Stat. § 704.27. Rental value shall be determined by the City's Assessor, in his/her sole and absolute discretion.

4. USE OF PREMISES.

Said premises shall be used only for the purpose of parking trucks and trailers and no other purpose without the express written consent of Lessor being first had and obtained

Lessee agrees it will not sublet said premises, nor any part thereof, nor assign the Lease without the express written consent of Lessor except that Lessee shall be allowed use of the premises for parking trailers, tractors and equipment used in conjunction with City Brewery and its business, its distributors and contractors.

Lessee agrees to furnish Lessor with liability insurance naming the City of La Crosse as co-insured in an amount not less than \$2,000,000 for personal injury and property damage. A certificate of such insurance shall be maintained at all times during the term of this lease and it shall provide that the City shall have at least thirty (30) days notice prior to any cancellation of the same.

Lessee agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the leased premises and the use thereof.

Lessee shall be responsible for maintaining the leased premises in good condition and good and proper order and obtain any necessary permits or approvals for its intended use. Lessee further agrees that the premises shall be improved for the parking of trailers and tractors. Variations from the above permitted improvements to the premises shall require prior approval from Lessor's Board of Public Works. Any improvements are at the expense of the Lessee.

5. ENVIRONMENTAL LIABILITIES.

The Lessor shall be responsible for all environmental liabilities arising out of its prior use and occupancy of the premises leased to Lessee and the Lessor shall indemnify and hold Lessee harmless from all costs or other liabilities arising therefrom.

The Lessor shall also be responsible for all costs of properly abandoning any landfill, monitoring or remediation devices on the leased premises as the result of any Environmental Cleanup activities undertaken by the Lessor. And, if any damage to any person or property (including environmental damage) arises from the construction, use, maintenance or abandonment or the monitoring or remediation devices, the Lessor shall be liable for all Environmental Cleanup related thereto, and shall indemnify, hold harmless and defend Lessee for the costs, liabilities, claims, judgments, orders or proceedings related thereto.

In the event that the Lessor is required to engage in environmental clean up, it shall do so with the minimum amount of disruption to Lessee's use and occupancy of the leased premises. In the event that Lessee is required to discontinue using a portion or all of the said premises due to said clean up, the Lessor will provide Lessee with suitable, alternative leased premises located as close to this leased premises as possible at no additional costs to Lessee.

Except as otherwise expressly provided herein, Lessee, on behalf of itself, its representatives, successors and assigns expressly waives and releases any and all claims against

the Lessor, its successors and assigns, and their respective officers and employees, which may arise during the lease term, for injuries or damage to Lessee's improvements or business activity on the leased premises caused by Environmental Cleanup activities on the property, including but not limited to demolition of buildings, interference with business, whether temporary or permanent, or loss of use of the lands leased herein, provided the City gives Lessee at least 45 days prior notice of the activity.

Lessee hereby agrees to indemnify the Lessor, its officers and employees, against all costs, losses, penalties, liability, claims, actions and proceedings arising from injuries to persons (including death) or damages to property (including but not limited to the environment) that are caused by Lessee, its distributors and contractors, during the term of this lease.

"Environmental Cleanup" shall include all removal or response actions, remedial investigation, feasibility studies, remedial designs or remedial actions as those cognate terms are used in the enforcement of the Comprehensive Environmental Response, Compensation, Liability Act (CERCLA) sec. 144.442, Wis. Stats., or sec. 144.76, Wis. Stats. or any implementing regulations or guidance documents and the amendments or successor provisions thereto, including any continuation of the remedial investigation already commenced on the Property.

Lessee agrees to be responsible for any and all storm water run-off generated from the Proposed Area, including restoration of damage caused by that run-off and any current or future required control and treatment of the water and of the grit and pollution carried by the run-off.

6. NONENCUMBRANCE OF LEASED PROPERTY

Lessee shall not permit any mechanics or materialmen's lien to be filed against the leased premises or engage in any financing or other transaction creating a mortgage or other encumbrance or lien upon the leased premises whether by express agreement or operation of law, and shall not place upon the leased premises or suffer to be placed upon the leased premises, any lien or encumbrance. Any mortgage, encumbrance or lien shall be deemed a violation of this lease.

7. EMINENT DOMAIN

If the whole or any part of the premises herein leased shall be taken under the power of eminent domain, then the terms of this lease shall cease as to the part so taken from the day of possession of that part taken for any public purpose, and from that date, Lessee shall have the right to either cancel this lease or to continue to possession of the remainder of the premises under the terms provided for herein.

All damages awarded for any such taking shall belong to and be the property of Lessor; provided, however, that Lessor shall not be entitled to any portion of the award made for loss of improvements belonging to Lessee.

8. SIGNS

Lessee shall not erect, install, operate nor cause nor permit to be erected, installed or operated in or upon the premises herein, any signs or similar advertising device without first obtaining the express written consent of Lessor.

9. TERMINATION

If Lessee shall fail to comply with any of the terms or conditions of this lease or any notice given under it or shall become insolvent or shall make an assignment for the benefit of creditors or if any of the leased property be attached and attachment not properly released, or if execution be issued against it or if a petition be filed by or against Lessee to have it adjudicated bankrupt, or if a Trustee or Receiver should be created or appointed to take charge of its assets, or if it shall desert or abandon the premises for a period of thirty (30) days, then at or anytime afterwards, Lessor may, at its option, enter into the premises and remove any and all of Lessor's personalty and improvements or provide reasonable notice to Lessor to remove the same and obtain possession of said leased premises, in which event this lease shall be considered terminated. The Board of Public Works may terminate this Lease with thirty (30) days advance written notice to Lessee for any reason.

10. WAIVER AND NON-WAIVER

Any waiver or any breach of the covenants contained herein to be kept and performed by Lessee shall not be considered as a continuing waiver and shall not operate to bar or prevent Lessor from declaring a forfeiture of any succeeding breach either the same condition or covenant or otherwise.

11. SUCCESSORS IN INTEREST

All terms, covenants and conditions contained herein shall continue, and bind all successors in interest of Lessee.

12. APPLICABLE LAW

This lease shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF the parties have hereto on the day and year first above written executed this lease.

CITY BREWING COMPANY, LLC

CITY OF LA CROSSE:

Matthew Sweet, Plant Manager

Mitch Reynolds, Mayor

Nikki Elsen, City Clerk

EXHIBIT A





CITY OF LA CROSSE

400 La Crosse Street
La Crosse, Wisconsin 54601
(608) 789-CITY
www.cityoflacrosse.org

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation

Agenda Item 24-0318 (Andrea Trane)

Resolution approving the five-year Lease Agreement extension between the City of La Crosse and City Brewing Company, LLC for parking spaces near Joseph Houska Drive and Hood St.

General Location

A portion of parcel 17-50256-10, north of Hood Street, east of Joseph Houska Dr on Isle la Plume. Council District 9.

Background Information

This area has been leased to City Brewing for parking since 2018 (#18-1383).

This item is before the Plan Commission as Wisconsin State Statute 62.23 (5) refers to “lease of land for any street, alley or other public way, park, playground, airport, area for parking vehicles” as being referred to City Plan Commission.

Recommendation of Other Boards and Commissions

Council has approved previous leases for this same purpose.

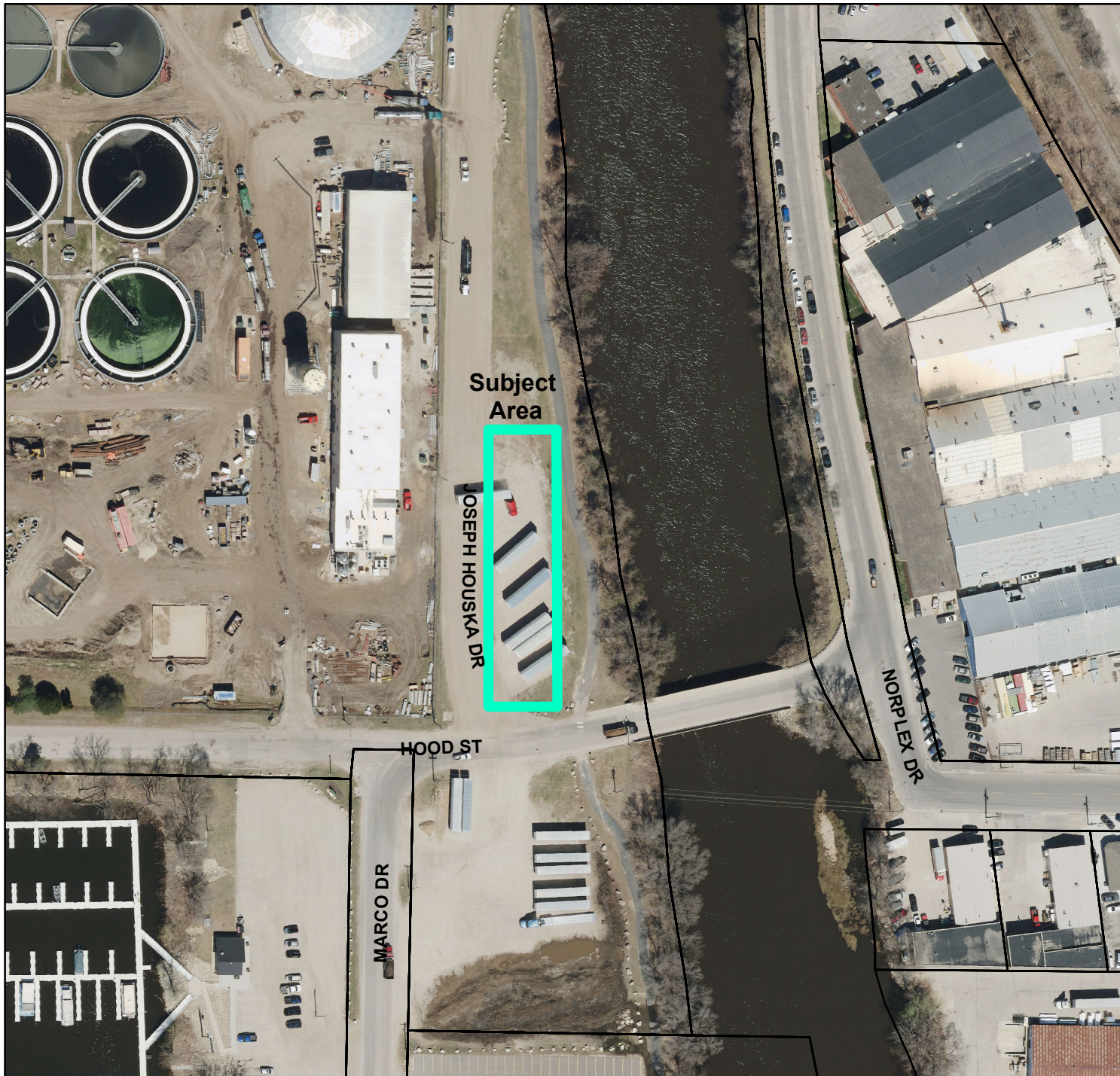
Consistency with Adopted Comprehensive Plan

This is part of District D-7, Isle la Plume. This is an existing use which is considered “Allowable”.

Staff Recommendation

This item is recommended for approval.

Routing F&P 4.4.2024



BASIC ZONING DISTRICTS

	R1 - SINGLE FAMILY
	R2 - RESIDENCE
	WR - WASHBURN RES
	R3 - SPECIAL RESIDENCE
	R4 - LOW DENSITY MULTI
	R5 - MULTIPLE DWELLING
	R6 - SPECIAL MULTIPLE
	PD- PLANNED DEVELOP
	TND - TRAD NEIGH DEV.
	C1 - LOCAL BUSINESS
	C2 - COMMERCIAL
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	M1 - LIGHT INDUSTRIAL
	M2 - HEAVY INDUSTRIAL
	PS - PUBLIC & SEMI-PUBLIC
	PL - PARKING LOT
	UT - PUBLIC UTILITY
	CON - CONSERVANCY
	FW - FLOODWAY
	A1 - AGRICULTURAL
	EA - EXCLUSIVE AG
	City Limits
	SUBJECT PROPERTY



0 65 130 260 Feet



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0474

Agenda Date: 4/1/2024

Version: 1

Status: Agenda Ready

In Control: Board of Public Works

File Type: General Item



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0476

Agenda Date: 4/1/2024

Version: 1

Status: Agenda Ready

In Control: Board of Public Works

File Type: Resolution

RESOLUTION

Resolution approving partial vacation of public street Right-of-Way on the South side of Fisherman's Road.

WHEREAS, the public interest requires the vacation of certain streets and alleys within the corporate limits of the City of La Crosse, and

WHEREAS, such vacation should be done as expeditiously as possible.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council, City of La Crosse that it hereby declares that the public interest requires the partial vacation of the street as described on attached Exhibit "A."

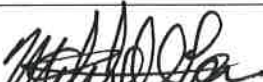
BE IT FURTHER RESOLVED that the portion of the street above-described be, and the same is hereby ordered vacated, subject, however, to any and all reservations for any and all public and private utilities.



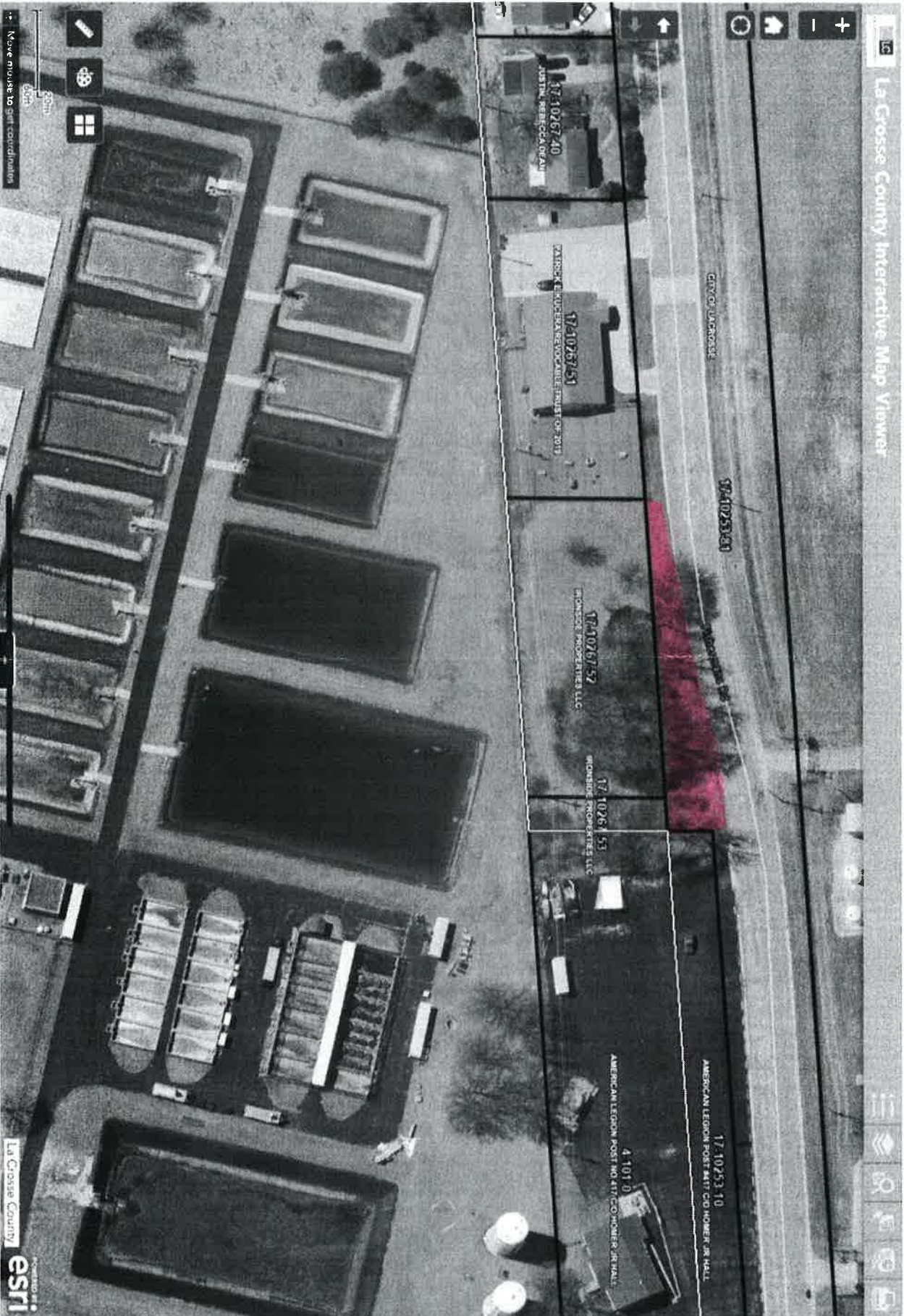
DISCONTINUANCE/VACATION OF PUBLIC RIGHT-OF-WAY

City of La Crosse - Engineering Department

Phone: 608-789-7505 Email: engineering@cityoflacrosse.org

Property Owner Name: Mitchell Lown - Ironside Properties LLC		Date: 3/25/2024
Mailing Address: 3057 Edgewater Lane LaCrosse WI 54603		
Phone: 608 769 4635	Email: Lowntown@gmail.com	
Description of street/alley sought to vacate: Section of road frontage on		
Fishermans Road City of LaCrosse. Parcel # 17-10267-52		
and Parcel # 17-10267-53. Land in front of said Parcels		
Reason for Request: This section of land will allow easier access to enter		
and Exit Property. It will also allow better building		
Layout by locating a section of stormwater retention here.		
<p>A vacation of a public way is the process of discontinuing public use and returning dedicated public right-of-way to private property. Upon discontinuance, the right-of-way reverts to the owners of the adjoining land where the discontinued land originated or is equally divided between the owners on either side of the centerline of the discontinued public way. See statutory requirements (§66.1003, Wis. Stats) and the City's process.</p>		
<p>Required Items to submit:</p> <ul style="list-style-type: none">Application fee (nonrefundable) of \$750 (partial) or \$1,500 (full) payable to the "City of La Crosse"		
<p>I certify that I have reviewed the Municipal Code and understand all that is related to this permit request. I further certify that I have the full authority to make the foregoing application; the information in the application and the required submittals are complete and correct.</p>		
Signature of Owner: 	Print Name of Owner: Mitchell Lown	Date: 3/26/2024

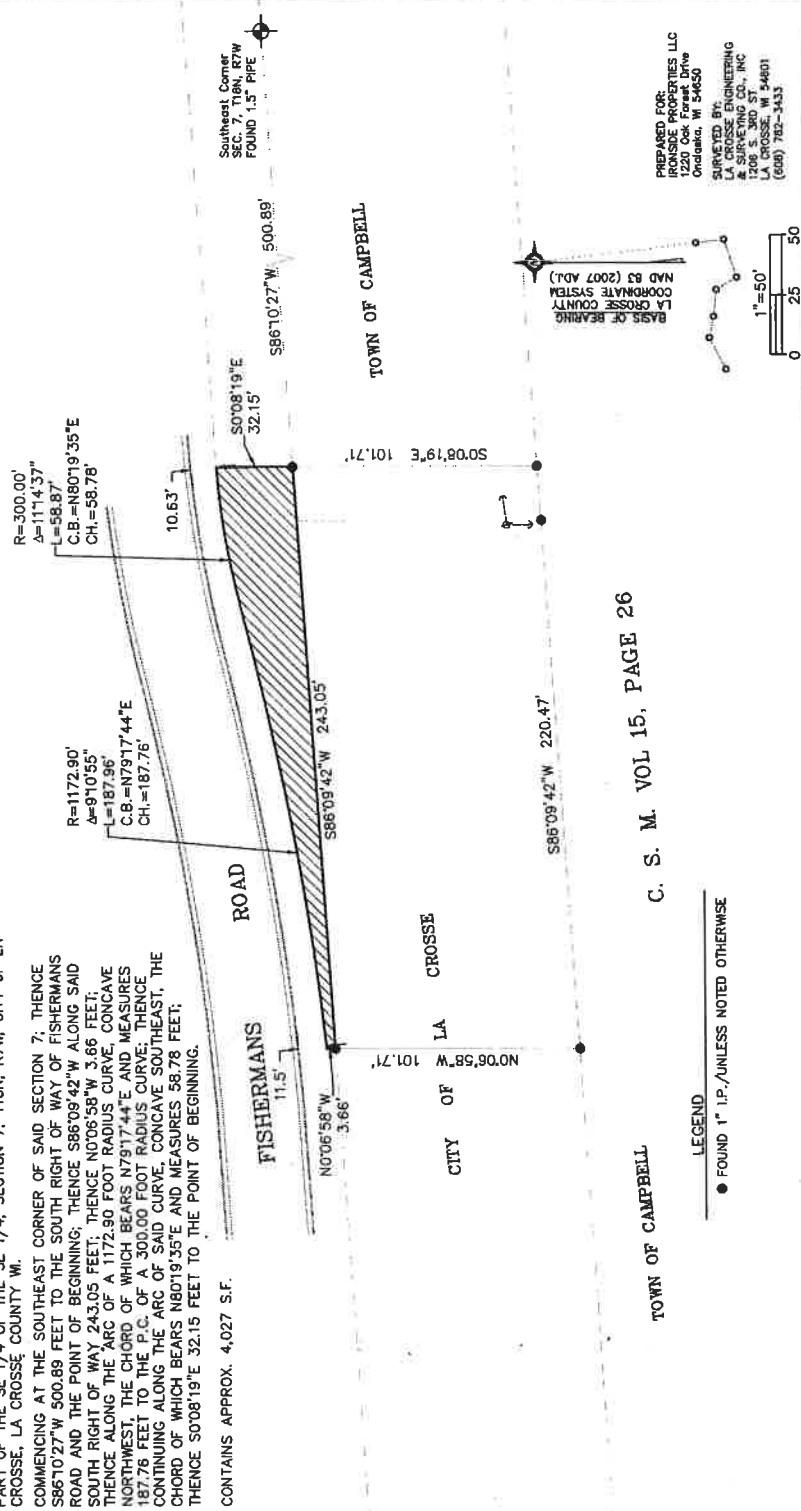
La Crosse County Interactive Map Viewer



PART OF THE SE 1/4 OF THE SE 1/4, SECTION 7, T16N, R7W, CITY OF LA CROSSE, LA CROSSE COUNTY WI.

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE S86°10'27" W 500.89 FEET TO THE SOUTH RIGHT OF WAY OF FISHERMAN ROAD AND THE POINT OF BEGINNING; THENCE S86°09'42" W ALONG SAID SOUTH RIGHT OF WAY 243.05 FEET; THENCE N0°06'58" W 3.66 FEET; THENCE ALONG THE ARC OF A 1172.90 FOOT RADIUS CURVE, CONCAVE NORTHWEST, THE CHORD OF WHICH BEARS N79°17'44"E AND MEASURES 187.76 FEET TO THE P.C. OF A 500.00 FOOT RADIUS CURVE; THENCE CONTINUING ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEAST, THE CHORD OF WHICH BEARS N80°19'35"E AND MEASURES 58.78 FEET; THENCE S0°08'19"E 32.15 FEET TO THE POINT OF BEGINNING.

Southeast Corner
SEC. 7, T18N, R7W
FOUND 1.5" PIPE



C S M. VOL 15, PAGE 26

TOWN OF CAMPBELL

LEGEND

● FOUND 1" I.P. UNLESS NOTED OTHERWISE

PREPARED FOR:
IRONSIDE PROPERTIES LLC
1220 Oak Forest Drive
Oshkosh, WI 54850

SURVEYED BY:
LA CROSSE ENGINEERING
& SURVEYING CO., INC.
1206 S. 3RD ST.
LA CROSSE, WI 54601
(608) 782-3433

LA CROSSE COUNTY
COORDINATE SYSTEM
NAD 83 (2007 ADJ.)

SURVEYED BY:
LA CROSSE ENGINEERING
& SURVEYING CO., INC
1208 S. 3RD ST.
LA CROSSE, WI 54601
(608) 782-3433

EXHIBIT "A"



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0477

Agenda Date: 4/1/2024

Version: 1

Status: Agenda Ready

In Control: Board of Public Works

File Type: General Item



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0481

Agenda Date: 4/1/2024

Version: 1

Status: Agenda Ready

In Control: Board of Public Works

File Type: General Item



TEMPORARY STREET PRIVILEGE PERMIT

Engineering Dept. • Phone: (608) 789-7505 • Fax: (608) 789-8184
<http://www.cityoflacrosse.org> engineering@cityoflacrosse.org

Permit No:
Date:
Parcel ID:

STATUS:	Permit Type:	Parcel ID:
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Name:			
Address:			
City:	State:	Zip Code:	
Phone:	Cell:	Fax:	Email:
Vehicle License Number (If Applicable):			Tag #:

Location:					
Area to be occupied:	Traffic Lane(s)	Parking Lane(s)	Boulevard	Sidewalk	Alley
Purpose for permit:					
Additional Conditions:					

Start Date:	End Date:
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Invoice #:	Fee: \$ (\$35.00 first 5 days, \$2.00 each additional day)
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Permit issued by:

Comments:

The undersigned understands and agrees to the following: 1) The permitted work shall comply with all permit provisions and conditions listed on and attached to this form; 2) That insurance requirements shall be met prior to approval either by submitting information with application or by keeping current information on file with the Engineering Dept.; 3) The applicant shall contact City Dispatch and the City Traffic Engineer 24 hours prior to the closure of any traffic lanes and shall provide an estimate of the duration of the closure. Temporary traffic control shall be provided and maintained by the applicant and shall comply with Part 6 of the *Manual on Uniform Traffic Control Devices (MUTCD)*.

Note: Once invoiced, application fees may not be refunded. Details of permit, including dates, may be modified with approval of the Engineering Department.

(PRINT) AUTHORIZED REPRESENTATIVE _____ TITLE _____ DATE _____

(SIGN) AUTHORIZED REPRESENTATIVE _____ TITLE _____ DATE _____



Traffic Control Plan Application

Engineering Dept. • Phone: (608) 789-7505 • Fax: (608) 789-8184
<http://www.cityoflacrosse.org> engineering@cityoflacrosse.org

Application No: 2024-001

Date: 3/27/24

STATUS: Approved

Application Type: TCP

Parcel ID:

Applicant Information

Name: Dan Trussani

Address: 400 La Crosse St

City: La Crosse

State: WI

Zip Code: 54601

Phone: 608-789-4915 Cell:

Fax:

Email: trussanid@cityoflacrosse.org

Project Area Details

Location: 315 Front St S

Project or Event: Breaking Benjamin Concert

Comments:

The undersigned understands and agrees to the following:

- 1.) The completed work does not guarantee the desired outcome;
- 2.) Results of recommendations are subject to approval by the Board of Public Works (BPW) or Common Council;
- 3.) Implementation shall comply as necessary with Wisconsin State Statutes, City of La Crosse Municipal Code, and all adopted traffic standards, including but not limited to the MUTCD, AASHTO "Green Book", and HCM.
- 4.) Once invoiced, application fees may not be refunded.

Dan Trussani
(PRINT) APPLICANT OR AUTHORIZED REPRESENTATIVE

Deputy Director 3/27/24
TITLE DATE

[Signature]
(SIGN) APPLICANT OR AUTHORIZED REPRESENTATIVE

Deputy Director 3/27/24
TITLE DATE

Traffic Engineer use only

Review (fee: \$25.00)

Start Review Date:

End Review Date:

Review conducted by:

Status: ☐ Approved ☐ Denied ☐ Corrections or Updates Required (Resubmit)

Comments:

Preparation (fees: \$25 per 2-Lane Block, \$50 per 4-Lane Block)

Preparation Start Date: 3/27/2024

Preparation End Date: 3/28/2024

Preparation conducted by: Sackson Overby

Traffic Control Plan Type: ☒ 2-Lane Street (# of Blocks 1) ☐ 4-Lane Street (# of Blocks _____)

(Intersections include all blocks requiring advance warning signage regardless of type of work.)

Additional Conditions:

Office use only

Review fee: \$25.00

Review Invoice #:

Paid: ☐ Yes ☐ No

Preparation fee: \$

Preparation Invoice #:

Paid: ☐ Yes ☐ No

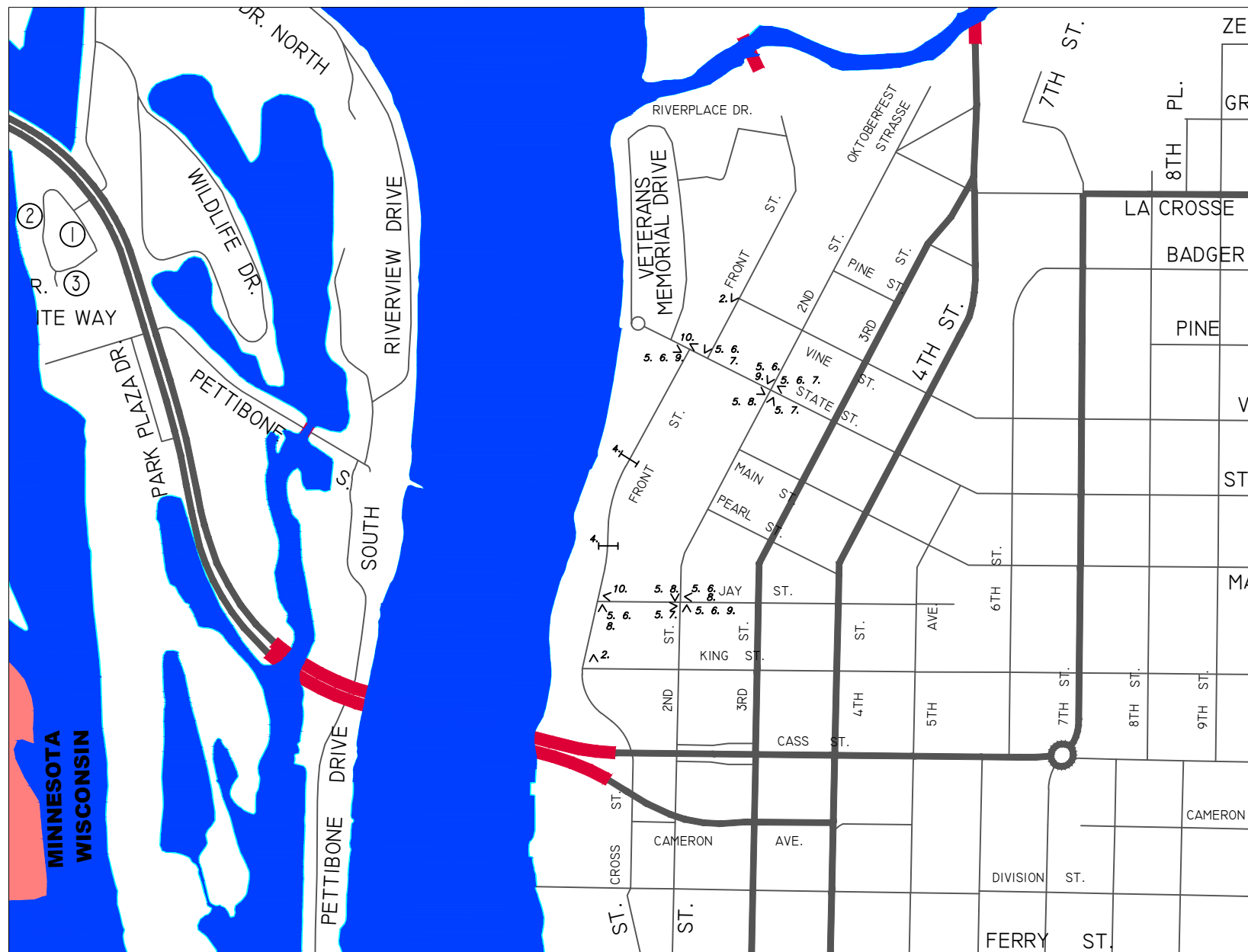
Comments:

1004110 550000



LEGEND

2. ROAD CLOSED AHEAD (O)
W20-3
 3. ROAD CLOSED TO THRU TRAFFIC (O)
W20-3
 4. ROAD CLOSED (W)
R11-2
 5. DETOUR (O)
M4-8
 6. FRONT ST (O)
 7. LEFT ARROW (O)
 8. RIGHT ARROW (O)
 9. ARROW (O)
 10. END DETOUR (O)
M4-8A
- SAWBUCK BARRICADE
 BARREL OR FLASHER BARRICADE
 TYPE III BARRICADE





CITY OF LA CROSSE
ENGINEERING DEPARTMENT
400 LA CROSSE ST
LA CROSSE, WI 54601-3396
PHONE: 608-789-7505
FAX: 608-789-8184

Temporary Street Privilege Permit Factsheet

- **When is permit needed**
 - Use of streets, alleys, sidewalks, or other public ways or places of the city for purpose of impeding from construction, reconstruction, maintenance, repair or demolition
- **Cost**
 - First five days \$35. \$2 for each additional day
- **Condition of occupancy**
 - Obstruction less than 1/3 of street or alley
 - Sufficiently lighted at night
 - Sidewalk traffic not interrupted
 - Continuous construction or demolition
- **Temporary Traffic Control Plan**
 - Temporary traffic control shall be provided and maintained by the applicant and shall comply with Part 6 of the Manual on Uniform Traffic Control Devices
- **Cash deposit**
 - Deposit required if city-owned facilities to be moved or replaced
- **Insurance**
 - Required public liability insurance no less than \$100,000 each person, \$300,000 each accident for bodily injury and \$100,000 for property damage listing the City of La Crosse as additional insureds
- **Bonds**
 - Damage likely to streets, alley, sidewalk, or other property will require a bond