



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final-revised

Finance & Personnel Committee

Thursday, December 1, 2022

6:00 PM

Council Chambers, City Hall
400 La Crosse Street

This meeting is open for in-person attendance and will also be conducted through video conferencing. The meeting can be viewed by typing the URL in your web browser address bar:

<https://stream.lifesizecloud.com/extension/1271327/e7506959-fe5d-44ac-805c-9016fb33bd90>

Agenda items approved for public hearing by the committee are open to public comment. If you wish to speak on an agenda item, arrive early to sign up before the meeting begins. If attending virtually and you wish to speak, contact the City Clerk at the email or phone number below so we can provide you with information to join.

Members of the public who would like to provide written comments on any agenda may do so by emailing cityclerk@cityoflacrosse.org, using a drop box outside of City Hall or mailing the City Clerk, 400 La Crosse Street, La Crosse WI 54601. Questions, call 608-789-7510.

Public hearings before the respective standing committee shall be limited to 15 minutes for the proponents; followed by 15 minutes for the opponents and three-minute rebuttal for each side unless such time is extended by a majority vote of the committee. All speakers at a public hearing of the standing committees shall speak no more than three (3) minutes unless waived by the Chair or a majority of the committee.

Call To Order

Roll Call

Agenda Items:

NEW BUSINESS

[22-1245](#) Resolution approving a partial vacation of the alley located between Liberty Street, Charles Street and Gillette Street and Sill Street.

Sponsors: Richmond

Public Hearing.

[22-1326](#) Resolution approving a reorganization to the table of positions and classifications for the supervision and management of the Public Works Department.

Sponsors: Reynolds

[22-1358](#) Resolution appropriating funds to pay for the remediation required on detached garages which violate the current floodplain standards per FEMA.

Sponsors: Richmond

- [22-1367](#) Resolution approving a professional services agreement with Leibowitz & Horton Airport Management Consultants Incorporated.
Sponsors: Richmond
- [22-1368](#) Resolution approving a professional services agreement with Crawford, Murphy, & Tilly Inc.
Sponsors: Richmond
- [22-1380](#) Resolution allocating additional funding for the Pearl Walkway Reconstruction.
Sponsors: Kahlow
- [22-1381](#) Resolution to rescind vehicle fire fee from Appendix C Fee Schedule.
Sponsors: Happel
- [22-1397](#) Resolution amending Appendix C Fee Schedule regarding residential rental dwelling unit registration.
Sponsors: Kahlow
- [22-1413](#) Resolution authorizing the Fire Department to accept a DHS/FEMA Assistance to Firefighters Grant for swift water rescue training.
Sponsors: Sleznikow
- [22-1414](#) Resolution authorizing the Fire Department to accept a DHS/FEMA Assistance to Firefighters Grant for Paramedic training.
Sponsors: Sleznikow
- [22-1447](#) Resolution authorizing the release of funds for the Police Department to procure and fully upfit an Animal Control services vehicle.
Sponsors: Reynolds
Short-circuited by Mayor Reynolds 11/23/2022.
- [22-1434](#) Resolution approving animal sheltering contract with Coulee Region Humane Society. *(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(e) to formulate & update negotiation strategies and parameters. Following such closed session, the Committees and/or Council may reconvene in open session.)*
Sponsors: Reynolds
Short-circuited by Mayor Reynolds 11/30/2022.
- [22-0001](#) Collective Bargaining Update.
(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(e) to formulate & update negotiation strategies and parameters. Following such closed session, the Committees and/or Council may reconvene in open session.) F&P Item Only, unless otherwise directed.

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.

Finance & Personnel Members:

Doug Happel, Larry Sleznikow, Barb Janssen, Mac Kiel, Rebecca Schwarz, Mark Neumann



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-1245

Agenda Date: 12/1/2022

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution approving a partial vacation of the alley located between Liberty Street, Charles Street and Gillette Street and Sill Street

RESOLUTION

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 alley as described on attached Exhibit "A."

BE IT FURTHER RESOLVED that the portion of the alleys 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.

BE IT FURTHER RESOLVED that the administrative fee is hereby waived for this vacation.

<u>Tax Parcel</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Mailing Address</u>	<u>Mailing City State Zip</u>
17-10104-40	CITY OF LACROSSE	1534 LIBERTY ST	400 LA CROSSE ST	LA CROSSE, WI 54601
17-10104-40	CITY OF LACROSSE	1532 LIBERTY ST	400 LA CROSSE ST	LA CROSSE, WI 54601
17-10105-40	CITY OF LA CROSSE	920 GILLETTE ST	400 LA CROSSE ST	LA CROSSE, WI 54601
17-10104-21	CITY OF LACROSSE	906 GILLETTE ST	400 LA CROSSE ST	LA CROSSE, WI 54601
17-10104-22	CITY OF LACROSSE	1540 LIBERTY ST	400 LA CROSSE ST	LA CROSSE, WI 54601

In the Matter of the partial vacation of
the alley between Liberty Street, Charles,
Street, Gillette Street and Sill Street.

LIS PENDENS

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NOTICE IS HERBY GIVEN that a resolution
has been introduced to the Common Council to be
acted upon by such Common Council, which said
action has been taken at the initiative of the Common
Council of the City of La Crosse, wherein the following
property, to-wit:

LEGAL DESCRIPTION ATTACHED
and shown on the map attached hereto as Exhibit "A"
showing the location thereof, is sought to be vacated.

Dated this ____ day of _____, 2022.

CITY OF LA CROSSE

By: _____
Stephen F. Matty
City Attorney

Drafted by:

City Attorney's Office
400 La Crosse Street
La Crosse WI 54601
(608) 789-7511

This space is reserved for recording data

Return to

City Clerk
400 La Crosse St
La Crosse WI 54601

Parcel Identification Number/Tax Key Number

EXHIBIT A

PROPOSED PARTIAL ALLEY RIGHT OF WAY VACATION

A PARCEL OF LAND IN BLOCK 13 OF FIRST ADDITION TO P.S. DAVIDSON'S ADDITION TO LA CROSSE BEING A SUBDIVISION IN THE NE ¼ OF THE SW ¼ OF SECTION 20, TOWNSHIP 16 NORTH, RANGE 7 WEST, LA CROSSE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 22 IN SAID BLOCK 13; THENCE NORTH 89 DEGREES 20 MINUTES 37 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 22, ALSO BEING THE SOUTH RIGHT OF WAY OF GILLETTE STREET, 139.94 FEET TO THE NORTHWEST CORNER OF SAID LOT 22, ALSO BEING THE EAST LINE OF A 20 FOOT PUBLIC ALLEY AND THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 38 MINUTES 14 SECONDS WEST ALONG SAID EAST LINE OF ALLEY, ALSO BEING THE WEST LINE OF LOTS 18 THROUGH 22, 251.24 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18; THENCE NORTH 89 DEGREES 14 MINUTES 33 SECONDS WEST, 20.00 FEET TO THE SOUTHEAST CORNER OF LOT 5 IN SAID BLOCK 13, ALSO BEING THE WEST LINE OF SAID ALLEY, AND THE EAST LINE OF LOTS 1 THROUGH 5; THENCE NORTH 00 DEGREES 38 MINUTES 14 SECONDS EAST ALONG SAID WEST LINE OF ALLEY, 251.21 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING SOUTH RIGHT OF WAY OF GILLETTE STREET; THENCE SOUTH 89 DEGREES 20 MINUTES 37 SECONDS EAST, 20.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, LA CROSSE COUNTY, WISCONSIN.

CONTAINING AN AREA OF 5,024.5 SQ. FT.

NE 1/4 - SW 1/4 SEC. 20 T16N R7W

PAGE 2 OF 2



WSP USA, Inc.
221 N. LaSalle Street, Suite 300
Chicago, Illinois 60601-1211
Phone (312) 577-3300
Fax (312) 577-3526
WSP.com

CITY OF LA CROSSE FIRE DEPARTMENT

400 LA CROSSE STREET, LA CROSSE, WI 54601

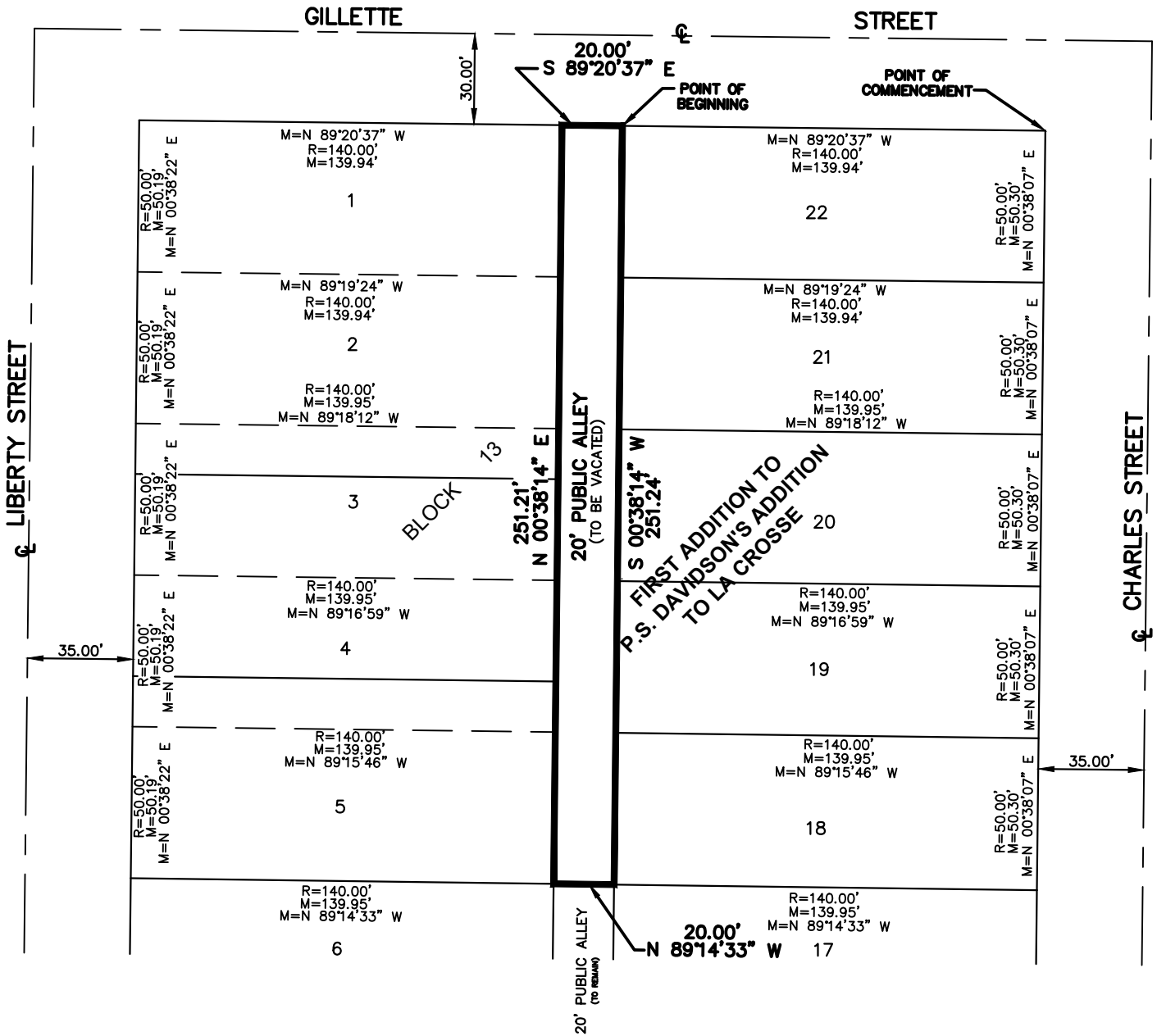
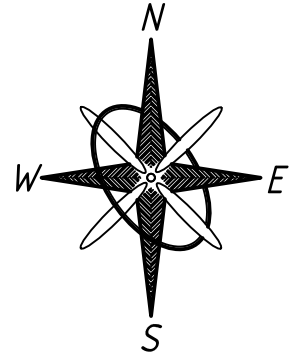
LA CROSSE FIRE STATION #4

DRAWN BY: WAM	DATE: 09/23/2022	SCALE: N.T.S.	PROJECT MANAGER: SB	PROJECT: 7786.01
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EXHIBIT B

PROPOSED PARTIAL ALLEY VACATION

CONTAINING AN AREA OF 5,024.5 SQ.FT.



NE 1/4 - SW 1/4 SEC. 20 T16N R7W

PAGE 2 OF 2



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CITY OF LA CROSSE FIRE DEPARTMENT

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LA CROSSE FIRE STATION #4

DRAWN BY: WAM	DATE: 09/23/2022	SCALE: N.T.S.	PROJECT MANAGER: SB
			PROJECT: 7786.01



CITY CLERK'S OFFICE

400 La Crosse Street
La Crosse, Wisconsin 54601
(608) 789-7510
cityclerk@cityoflacrosse.org
www.cityoflacrosse.org

October 21st, 2022

OFFICE OF THE SECRETARY
WISCONSIN DEPARTMENT OF TRANSPORTATION
PO BOX 7910
MADISON WI 53707-7910

Re: Resolution vacating a portion of the alley located between Liberty Street, Charles Street and Gillette Street and Sill Street.

Enclosed herewith is a copy of the above resolution and notice of hearing when and where the resolution will be acted upon.

This notice is provided pursuant to Wis. Stat., sec. 66.1003(8), since the public way or alley that is the subject of the resolution is located within one-quarter mile of a state trunk highway or connecting highway.

Sincerely,

Dale Westaby
Assistant Clerk

NOTICE OF HEARING TO VACATE A PORTION OF ALLEY

YOU ARE HEREBY NOTIFIED that a Resolution is pending before the Common Council of the City of La Crosse, for the vacation of the following described portion of alley, to-wit:

A PARCEL OF LAND IN BLOCK 13 OF FIRST ADDITION TO P.S. DAVIDSON'S ADDITION TO LACROSSE BEING A SUBDIVISION IN THE NE ¼ OF THE SW ¼ OF SECTION 20, TOWNSHIP 16 NORTH, RANGE 7 WEST, LA CROSSE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 22 IN SAID BLOCK 13; THENCE NORTH 89 DEGREES 20 MINUTES 37 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 22, ALSO BEING THE SOUTH RIGHT OF WAY OF GILLETTE STREET, 139.94 FEET TO THE NORTHWEST CORNER OF SAID LOT 22, ALSO BEING THE EAST LINE OF A 20 FOOT PUBLIC ALLEY AND THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 38 MINUTES 14 SECONDS WEST ALONG SAID EAST LINE OF ALLEY, ALSO BEING THE WEST LINE OF LOTS 18 THROUGH 22, 251.24 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18; THENCE NORTH 89 DEGREES 14 MINUTES 33 SECONDS WEST, 20.00 FEET TO THE SOUTHEAST CORNER OF LOT 5 IN SAID BLOCK 13, ALSO BEING THE WEST LINE OF SAID ALLEY, AND THE EAST LINE OF LOTS 1 THROUGH 5; THENCE NORTH 00 DEGREES 38 MINUTES 14 SECONDS EAST ALONG SAID WEST LINE OF ALLEY, 251.21 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING SOUTH RIGHT OF WAY OF GILLETTE STREET; THENCE SOUTH 89 DEGREES 20 MINUTES 37 SECONDS EAST, 20.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, LA CROSSE COUNTY, WISCONSIN. CONTAINING AN AREA OF 5,024.5 SQ. FT.

YOU ARE FURTHER NOTIFIED THAT a hearing thereon will be held before the Finance and Personnel Committee of the Common Council on December 1st, 2022 at 6:00 p.m. in the Council Chambers in the City Hall, City of La Crosse, at which time any and all may be heard for or against the vacation of said street.

Such matter will also be acted upon by the City Plan Commission at 4:00 p.m. on November 28, 2022 in the 3rd Floor Conference Room and by the Common Council on December 8th, 2022 at 6:00 p.m. in the Common Council Chambers in La Crosse City Hall.

you wish to attend any of the above meetings through video conferencing, please contact the City Clerk's Office at 608-789-7510 or email cityclerk@cityoflacrosse.org for more information.

The above referenced Resolution and relevant attachments may be examined in the Legislative Information Center which can be accessed from the City website at www.cityoflacrosse.org (search for file 22-1245).

Dated on this day: October 14th, 2022

Per Order of the Common Council
Nikki Elsen
City Clerk of the City of
La Crosse, Wisconsin

Published: November 10th, 17th & 23rd, 2022



DocId:8414987

Tx:4115429

1800802

LACROSSE COUNTY
REGISTER OF DEEDS
ROBIN L. KADRMAS

RECORDED ON
10/14/2022 12:39 PM

PAGE COUNT: 5

EXEMPT #:

RECORDING FEE 30.00

Resolution

Document Number

Document Title

Recording Area

Name and Return Address

Nikki Elsen, City Clerk
400 La Crosse Street
La Crosse WI 54601

Parcel Identification Number (PIN)

Resolution approving a partial vacation of the alley located between Liberty Street, Charles Street and Gillette Street and Sill Street

Drafted by:
Stephen F. Matty
City Attorney
City of La Crosse
400 La Crosse Street
La Crosse WI 54601

State of Wisconsin, County of LaCrosse. This Document is a full, true & correct copy of the original on file and of record in my office and has been compared by me.

Date Oct. 17 2022

Vol. Pg. - Doc No. 1800802

Robin L. Kadmas
Register of Deeds

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

Register of Deeds
Vol. _____ Pg. _____
Date _____ 20____
and has been compared by me.
on file and record in my office
true & correct copy of the original.
LaCrosse. This document is a true
State of Wisconsin, County of _____

In the Matter of the partial vacation of
the alley between Liberty Street, Charles,
Street, Gillette Street and Sill Street.

LIS PENDENS

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LEGAL DESCRIPTION ATTACHED
and shown on the map attached hereto as Exhibit "A"
showing the location thereof, is sought to be vacated.

Dated this 14th day of October, 2022.

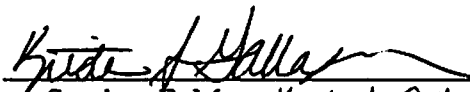
This space is reserved for recording data

Return to

City Clerk
400 La Crosse St
La Crosse WI 54601

Parcel Identification Number/Tax Key Number

CITY OF LA CROSSE

By: 
Stephen F. Matty Krista A. Gallager
Deputy City Attorney

Drafted by:

City Attorney's Office
400 La Crosse Street
La Crosse WI 54601
(608) 789-7511

Resolution approving a partial vacation of the alley located between Liberty Street, Charles Street and Gillette Street and Sill Street

RESOLUTION

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

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<u>Tax Parcel</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Mailing Address</u>	<u>City State Zip</u>
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17-10104-21	CITY OF LACROSSE	906 GILLETTE ST	400 LA CROSSE ST	LA CROSSE, WI 54601
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CONTAINING AN AREA OF 5,024.5 SQ. FT.

NE 1/4 - SW 1/4 SEC. 20 T16N R7W

PAGE 2 OF 2



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221 N. LaSalle Street, Suite 300
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Phone (312) 577-3300
Fax (312) 577-3526
WSP.com

CITY OF LA CROSSE FIRE DEPARTMENT

400 LA CROSSE STREET, LA CROSSE, WI 54601

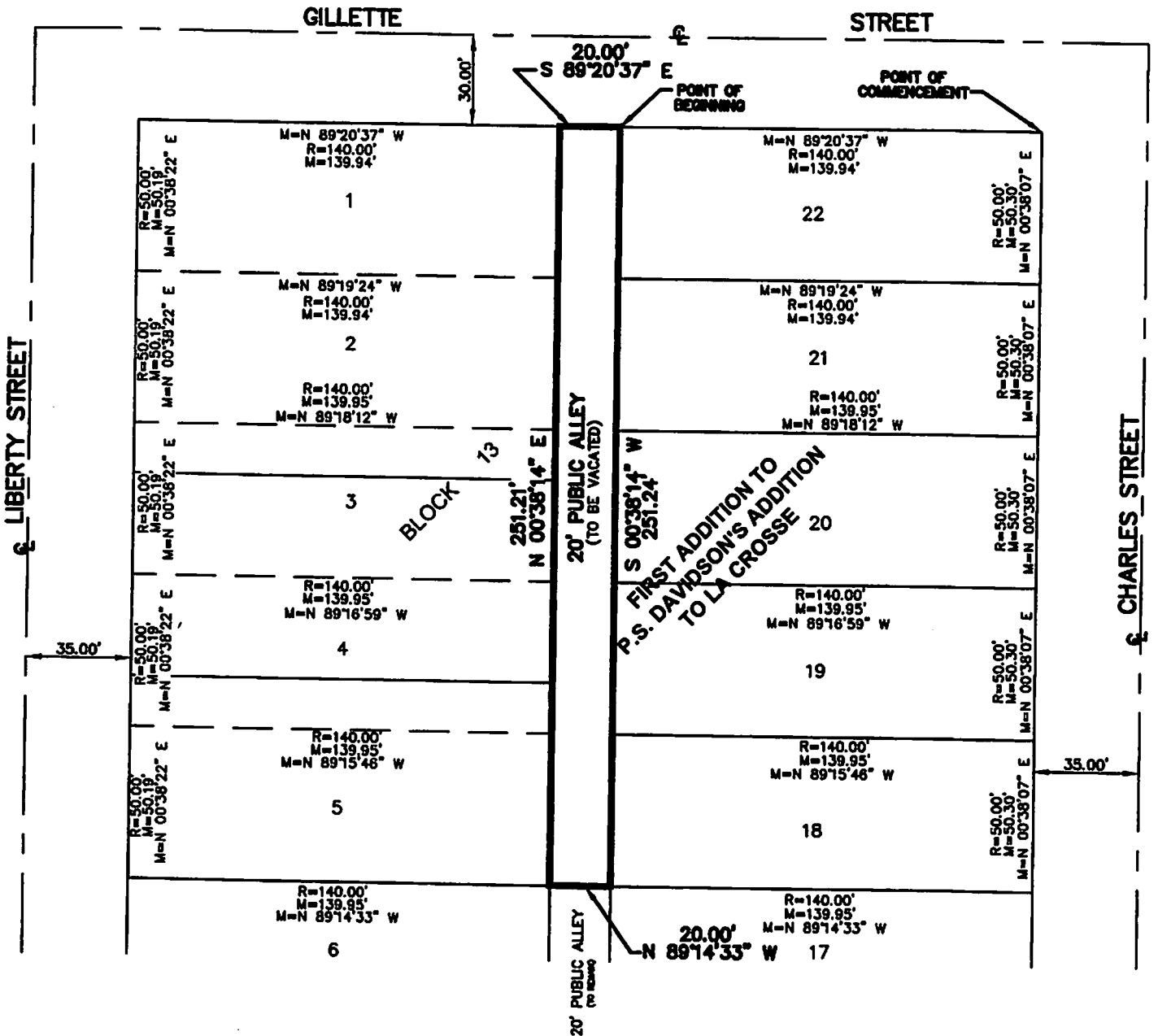
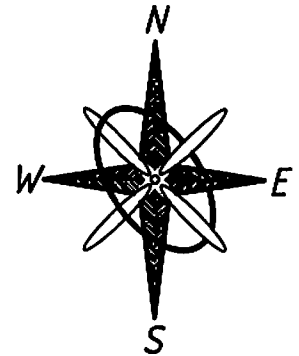
LA CROSSE FIRE STATION #4

DRAWN BY: WAM	DATE: 09/23/2022	SCALE: N.T.S.	PROJECT MANAGER: SB	PROJECT: 7786.01
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EXHIBIT B

PROPOSED PARTIAL ALLEY VACATION

CONTAINING AN AREA OF 5,024.5 SQ.FT.



NE 1/4 - SW 1/4 SEC. 20 T16N R7W

PAGE 2 OF 2



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CITY OF LA CROSSE FIRE DEPARTMENT

400 LA CROSSE STREET, LA CROSSE, WI 54601

LA CROSSE FIRE STATION #4

DRAWN BY: WAM	DATE: 09/23/2022	SCALE: N.T.S.	PROJECT MANAGER: SB
			PROJECT: 7786.01

Agenda Item 22-1245 (Lewis Kuhlman)

Resolution approving a partial vacation of the alley located between Liberty Street, Charles Street and Gillette Street and Sill Street.

General Location

Council district 1, Logan Northside Neighborhood, on the south side of Gillette St, 3 ½ blocks east of Rose St, as depicted in MAP 22-1245. The alley is adjacent to a fire station and vacant land.

Background Information

The intention of this alley vacation is to combine parcels across the alley for a future fire station. The City has purchased seven parcels adjacent to and across the alley from the existing fire station. The alley is twenty feet wide and the portion to be vacated is 250 feet long. The vacation would allow the fire station redevelopment to spread across the alley. The vacation would impact the 11 parcels adjacent to the remaining alley who would only be able to get to their parking spaces and detached garages via Sill St. It would also force garbage and emergency service vehicles to back out of the alley.

Recommendation of Other Boards and Commissions

None

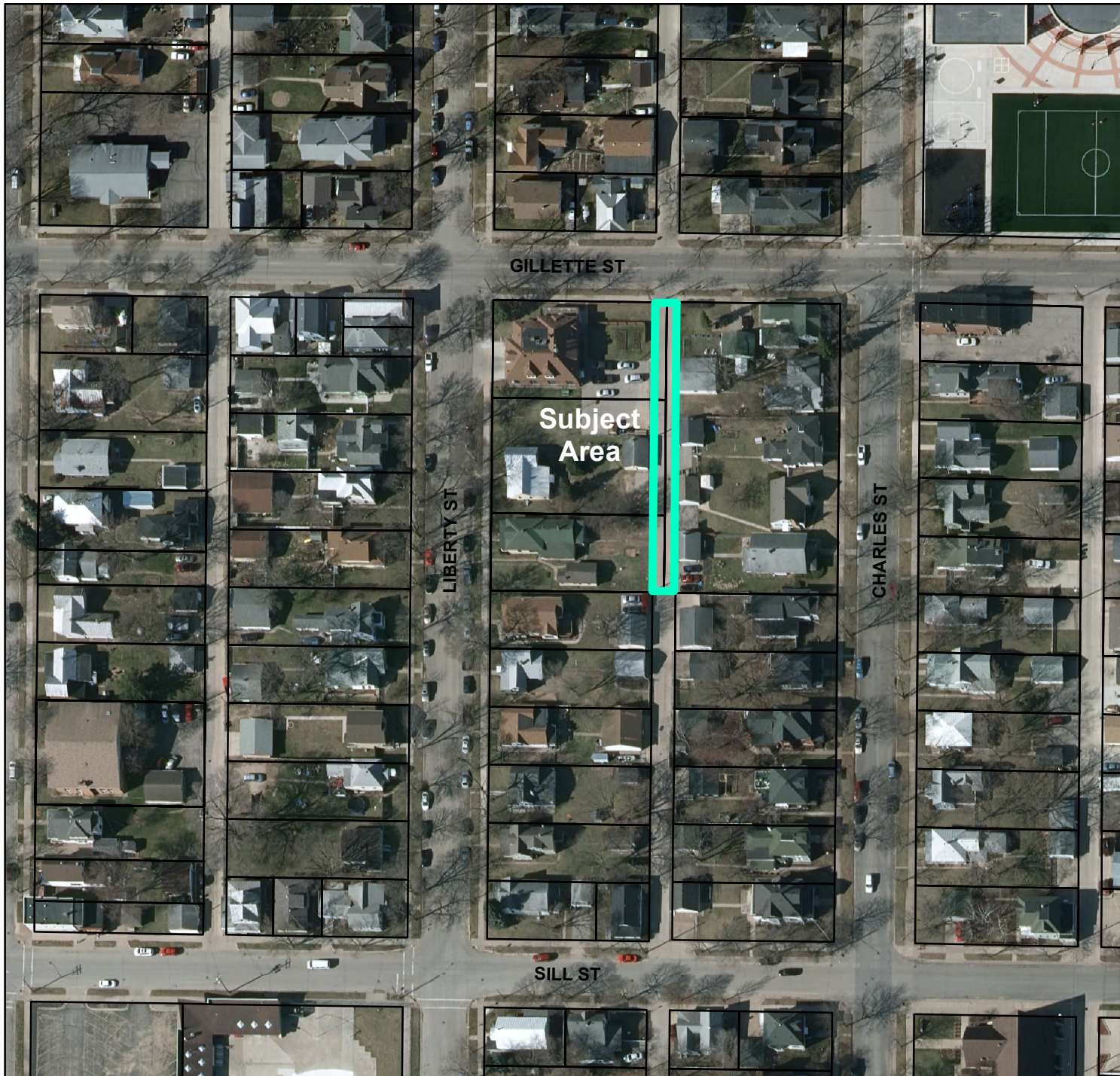
Consistency with Adopted Comprehensive Plan

The plan contains a Community Facilities objective to ensure provision of adequate fire protection services to residents and businesses in La Crosse. While not incorporated into the comprehensive plan, it's worth noting that the 2015 City's Transportation Vision memo generally discourages disconnections of the transportation network.




















Staff Recommendation

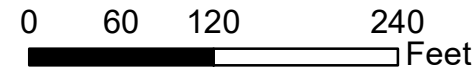
Approval – The City approved the acquisition, demolition, and consolidation of parcels across the alley from the fire station; the alley is a step in the process of the fire station's redevelopment.

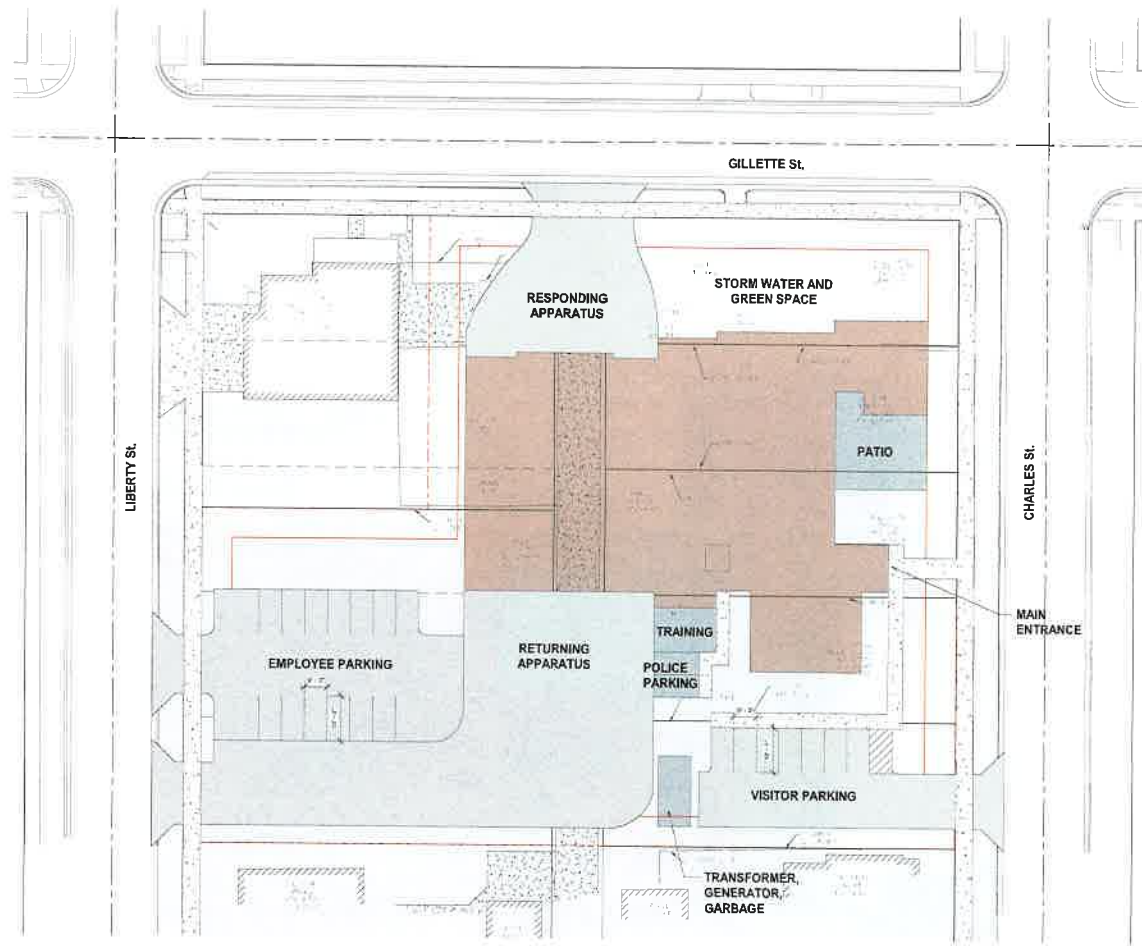
Routing F&P 12.1.2022



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





1 SITE PLAN - OPTION 4

LA CROSSE STATION NO.4

SCHEMATIC DESIGN - 07.13.2022

920 GILLETTE ST.
La Crosse, WI 54603





City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-1326

Agenda Date: 12/1/2022

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution approving a reorganization to the table of positions and classifications for the supervision and management of the Public Works Department.

RESOLUTION

WHEREAS, City department heads may request reorganizations of their departmental staffing and position reclassifications for their personnel, and

WHEREAS, a pay and class study has been adopted by the City to ensure proper pay classifications, and

WHEREAS, the Engineering and Utilities Departments, as part of the overall management and organizational structure, have determined a need for a reorganization and to more properly reflect the needed organizational structure and job duties of positions within their departments for operations; and

WHEREAS, the pay and class study adopted in Nov. 2022 was unable to include reorganization measures outside of more standard pay rate adjustments.

NOW THEREFORE BE IT RESOLVED that the change in position classifications, job titles and compensation listed below is hereby approved as follows:

- Delete one (1) vacant exempt position of Utilities Manager, grade 17;
- Add one (1) exempt position of Deputy Director of Public Works & Utilities, grade 16, with an hourly pay range of \$43.95 to \$57.64;
- Retitle the incumbent Utilities Accounting & Customer Service Support Supervisor to Superintendent of Utilities Finance and Regulation. Reclassify the incumbent's position from a pay grade 13, step 7, hourly rate of \$42.22, to a pay grade 14, step 5, hourly rate of \$42.79;
- Retitle the incumbent Water Distribution Supervisor to Assistant Superintendent of Water – Distribution, to remain grade 12;
- Retitle the incumbent Water Supply Lead to Assistant Superintendent of Water – Supply. Reclassify the incumbent's position from a pay grade 8, step 4, hourly rate of \$28.55 to a pay grade 12, step 1, hourly rate of \$33.53.

BE IT FURTHER RESOLVED that the resulting pay and title reclassifications dollar costs shall be absorbed within the Departments' 2022 and 2023 operating budgets.

BE IT FURTHER RESOLVED that the position titles, classifications, and salaries identified herein are hereby approved, effective as of December 9, 2022, and city staff are hereby authorized to effectuate this resolution.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-1358

Agenda Date: 12/1/2022

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution appropriating funds to pay for the remediation required on detached garages which violate the current floodplain standards per FEMA.

RESOLUTION

WHEREAS, Federal Emergency Management Agency (FEMA) manages the National Flood Insurance Program (NFIP) that provides flood insurance to the public; and

WHEREAS, Resolution 22-0643 was approved for \$24,000 for the remediation of sixteen garages, an additional ten properties have come forward.

WHEREAS, there are currently in excess of twenty-six properties on the north side of La Crosse who have garages that are below the base flood elevation, which violates the current floodplain standards; and

WHEREAS, in order for City residents to continue to qualify for subsidized flood insurance per the NFIP, these violations are required be mitigated either by placing flood vents in the existing garages or by elevating the finished floor; and

WHEREAS, FEMA requires verification of compliance in the form of an updated elevation certificate.

NOW THEREFORE BE IT RESOLVED BY THE Common Council of the City of La Crosse that it hereby appropriates an additional sum of up to \$30,000.00 from the ARPA Lost Revenue Allocation fund to pay for the purchase and installation of flood vents or elevation of low floors, and updated elevation certificates.

BE IT FURTHER RESOLVED by the Common Council of the City of La Crosse that the Fire Department – Division of Community Risk Management and the City Finance Department are hereby authorized to take any and all steps necessary to effectuate this resolution.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-1367

Agenda Date: 12/1/2022

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution approving a professional services agreement with Leibowitz & Horton Airport Management Consultants Incorporated

RESOLUTION

WHEREAS, the City of La Crosse operates an airport known as the La Crosse Regional Airport; and,

WHEREAS, the La Crosse Regional Airport is a self-supporting enterprise fund of the City; and,

WHEREAS, airports have endured a dynamic climate related to business operations since 2019; and,

WHEREAS, in order to best achieve long-term goals, the La Crosse Regional Airport issued a request for proposals for professional services in support of those goals; and,

WHEREAS, the evaluation of all submitted proposals identified Leibowitz & Horton Airport Management Consultants Incorporated as a top firm for a portion of the services requested.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the agreement for professional services with Leibowitz & Horton Airport Management Consultants Incorporated, and authorizes the Director of the La Crosse Regional Airport to sign said agreement.

BE IT FURTHER RESOLVED that the Director of the La Crosse Regional Airport is authorized to take the necessary steps to implement this resolution.

PROFESSIONAL SERVICES AGREEMENT
ON-CALL PROFESSIONAL SERVICES
BETWEEN THE CITY OF LA CROSSE – LA CROSSE REGIONAL AIRPORT
AND LEIBOWITZ & HORTON, INC

This professional services agreement is made and entered into this 8th day of December, 2022, by and between, the City of La Crosse, a Wisconsin municipal corporation (“City”), acting by and through the La Crosse Regional Airport (“Airport”), with offices at 400 La Crosse Street, La Crosse, WI, 54601, and Leibowitz & Horton Airport Management Consultants, Inc. (“Contractor”), a Colorado corporation, with offices located at 31 Blue Heron Drive, Greenwood Village, Colorado, 80121.

WHEREAS, the Airport issued a request for proposals for on-call professional consulting services through RFP AIR-2022-01; and,

WHEREAS, multiple proposals were received and a selection committee evaluated all the proposals; and,

WHEREAS, Contractor has been determined to be qualified and capable of performing those services outlined herein.

NOW, THEREFORE, in consideration of the mutual promises, agreements, and conditions contained herein, the Airport and Contractor hereby agree to the scope of work outlined within this Agreement, the contents of the Contractor’s proposal applicable to that scope of work, the contents of the Request for Proposal document as issued by the City, and the City’s Standard Terms and Conditions for Service Contracts.

1. TERMS AND CONDITIONS – The City’s Standard Terms and Conditions (Service Contracts) is agreed to by both Contractor and City. This is attached as Exhibit A. Request for Proposal document RFP AIR-2022-01 and the Contractor’s response thereto, are included here by reference and Contractor and City agree to abide by any and all promises and commitments made therein.
2. TERM – The term of this agreement shall be for a period of five years from January 1, 2023, (“Effective Date”) until December 31, 2027 (“Termination Date”). There shall be no extension of this agreement beyond the Termination Date, except that any work Consultant and Airport agree to prior to the Termination Date may extend beyond the term of this agreement and shall be faithfully and expeditiously completed.
3. SCOPE OF WORK – Consultant has been selected for the nonexclusive performance of the following scope of work items:
 - a. Airport Rates and Charges
 - b. Passenger Facility Charge Implementation and Administration
 - c. Customer Facility Charge Implementation and Analysis
 - d. Car Rental Request for Proposals and Lease Agreements
 - e. Benefit-Cost Analyses
 - f. Ground, Hangar, and Commercial Operator Lease Development
4. SCHEDULE AND PERFORMANCE – Airport shall determine, in its sole opinion, the need to perform any item contained within the identified scope of work. Once the Airport determines that a need exists, Airport and Consultant shall agree to specific deliverables and a schedule for performance of said deliverables. Airport and Consultant shall enter into an engagement letter for said deliverables. Such engagement letter shall become part of, but subordinate to, this

Agreement. Contractor shall negotiate any engagement letter with the Airport Director, who is authorized to obligate Airport and sign said engagement letter.

5. FEES – This agreement does not guarantee any fee to Contractor. Any fee due to Contractor shall be outlined and agreed to in the engagement letter, as identified in Section 4, above, for the specific deliverable and schedule outlined therein.

IN WITNESS WHEREOF, Contractor and City hereto have executed this Agreement, as of the Effective Date first written above.

Leibowitz & Horton, Inc.:

By: 

Lynn Leibowitz
President

City:

By: _____

Ian Turner
Director of the La Crosse Regional Airport

1. **DEFINITIONS.** In this section "Contracting Party" shall mean any party that is entering into this Agreement with the City of La Crosse. "La Crosse" shall mean the City of La Crosse. These definitions shall apply only to this document titled "Standard Terms and Conditions (Service Contracts)" and shall not replace, modify or supersede any definitions used in other sections of this Agreement.

2. **STANDARD OF PERFORMANCE.** Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be in a manner at least equal to the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services

3. **FULLY QUALIFIED.** Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and, if applicable, shall be authorized or permitted under all applicable state and local laws and any other applicable laws or regulations to perform the services.

4. **SCOPE OF SERVICES.** Contracting Party is required to perform, do and carryout in a timely and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as indicated in this Agreement. The scope of services to be performed shall include, those services set forth in this Agreement. La Crosse may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.

5. **CHANGE OF SCOPE.** The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement. The scope of service may not be fully definable during initial phases, and as the project progresses, facts discovered may indicate that the scope must be redefined. If mutually agreed to in advance in writing, Contracting Party shall make changes, furnish necessary materials, and perform the work that La Crosse may require, without nullifying this Agreement, at a reasonable addition to, or reduction from, the total cost of the project. Under no circumstances shall Contracting Party make any changes, either as additions or deductions, without the written consent of La Crosse, and La Crosse shall not pay any extra charges made by Contracting Party that have not been agreed upon in advance and documented in writing.

6. **COMPENSATION.** Contracting Party will be compensated by La Crosse for the services provided under this Agreement and subject to the terms, conditions and contingences set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to La Crosse. These invoices, unless lump sum, must be itemized to identify labor costs and the Contracting Party's direct expenses, including subcontractor and supplier costs. In addition, such invoices shall show the hours worked by the Contracting Party's staff and the amount of work

completed as a percentage of the work to be performed. If payment is by lump sum, then only the percent complete will be invoiced. The final payment of the balance due the Contracting Party for the completed service shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement. Without prejudice to any other right or remedy it may have, La Crosse reserves the right to setoff at any time any amount owing to it by Contracting Party against any amount payable by La Crosse to Contracting Party.

7. **TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT REPORTING.** Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the sole responsibility of the Contracting Party.

8. **TERMINATION FOR CAUSE.** If, through its own fault, intentional misconduct, or the fault or intentional misconduct of its subcontractors, agents or volunteers, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, both as determined by La Crosse in its sole discretion, La Crosse shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other deliverables performed by the Contracting Party under this Agreement for which compensation has been made shall, at the option of La Crosse, become the property of La Crosse. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to La Crosse for damages sustained by La Crosse by virtue of the Contracting Party's intentional misconduct or negligent performance of this Agreement, and La Crosse may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to La Crosse from the Contracting Party is determined. Use of incomplete or unfinished work is at the sole risk of La Crosse.

9. **TERMINATION FOR CONVENIENCE.** Either Party may terminate this Agreement for convenience at any time and for any reason by giving sixty (60) days written notice to the other Party of such termination. If this Agreement is terminated by La Crosse pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed and accepted by La Crosse bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by La Crosse.

10. **SAFETY.** Unless specifically included as a service to be provided under this Agreement, La Crosse specifically disclaims any authority or responsibility for general job site safety, or the safety of other persons or property. Except as otherwise provided in this

Agreement, Contracting Party disclaims any authority or responsibility for general job site safety, or the safety of third-parties or their property.

11. DELAYS. If performance of Contracting Party's obligations under this Agreement is delayed through no fault of Contracting Party, Contracting Party shall be entitled to a reasonable extension of time as proposed by Contracting Party and as accepted or amended by La Crosse. If performance of La Crosse's obligations is delayed through no fault of La Crosse, La Crosse shall be entitled to an extension of time equal to the delay.

12. USE OF LA CROSSE PROPERTY. Any property belonging to La Crosse being provided for use by Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement..

13. INSURANCE. Unless otherwise specified in this Agreement, Contracting Party shall, at its sole expense, maintain in effect at all times during the Agreement, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

a. *Worker's Compensation and Employers Liability Insurance.* Contracting Party shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the laws of the State of Wisconsin. Contracting Party shall provide statutory coverage for work related injuries and employer's liability insurance with limits of at least for employer's liability of one hundred thousand dollars (\$100,000.00) per each accident, one hundred thousand dollars (\$100,000.00) per each employee and five hundred thousand dollars (\$500,000.00) total policy limit.

b. *Commercial General Liability and Automobile Liability Insurance.* Contracting Party shall provide and maintain the following commercial general liability and automobile liability insurance:

- i. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as the following:
 1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).
 2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).
- ii. Contracting Party shall maintain limits no less than the following:
 1. General Liability. Two million dollars (\$2,000,000.00) per occurrence (\$2,000,000.00 general aggregate if applicable) for bodily injury, personal injury and property damage.
 2. Automobile Liability. Two million dollars (\$2,000,000.00) for bodily injury and property damage per occurrence covering all vehicles to be used in relationship to the Agreement.

3. Umbrella Liability. Five million dollars (\$5,000,000.00) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverage. Coverage is to duplicate the requirements as set forth herein.

c. *Professional Liability Insurance.* When Contracting Party renders professional services to La Crosse under the Agreement, Contracting Party shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals thereof during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to Contracting Party's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the La Crosse.

d. *Required Provisions.* The general liability, umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- i. La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Contracting Party; products and completed operations of Contracting Party; premises occupied or used by Contracting Party; and vehicles owned, leased, hired or borrowed by Contracting Party. The coverage shall contain no special limitations on the scope of protection afforded to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers' compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of La Crosse.
- ii. For any claims related to this Agreement, Contracting Party's insurance shall be primary insurance with respect to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by La Crosse, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to La Crosse, its elected and appointed officers, employees or authorized representatives or volunteers.
- iv. Contracting Party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v. Coverage shall not be canceled by the insurance carrier or the Contracting Party, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to La Crosse.

- vi. Such liability insurance shall indemnify La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, Contracting Party for damages on account of such bodily injury, (including death), property damage personal injury, completed operations, and products liability.
- vii. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.
- viii. All of the insurance shall be provided on policy forms and through companies satisfactory to La Crosse, and shall have a minimum AM Best's rating of A- VIII.

e. *Deductibles and Self-Insured Retentions.* Any deductible or self-insured retention must be declared to and approved by La Crosse.

f. *Evidences of Insurance.* Prior to execution of the Agreement, Contracting Party shall file with La Crosse a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

g. *Sub-Contractor.* In the event that Contracting Party employ other contractors (sub-contractors) as part of this Agreement, it shall be the Contracting Party's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

h. *Amendments.* La Crosse may amend its requirements for insurance upon sixty (60) days written notice. Contracting Party shall procure updated insurance to comply with the new requirements of La Crosse if commercially available and at La Crosse's expense. Contracting Party may appeal any requirement to amend the insurance coverage to La Crosse's City Council who may, in its sole discretion, mutually agree to waive such changes.

14. **INDEMNIFICATION.** To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, La Crosse, its elected and appointed officials, committee members, officers, employees, authorized representatives and volunteers ("La Crosse Indemnitees") from and against third party tort suits, actions, legal or administrative proceedings, claims, costs and expenses (including, without limitation, reasonable attorney and professional fees) to the extent caused by the negligent acts, errors or omissions of Contracting Party, its subcontractors or of anyone acting under its direction or control or on its behalf in the performance of this Agreement. Contracting Party's defense obligation shall not apply to professional liability claims. The aforesaid indemnity and hold harmless

agreement shall not be applicable to any liability to the extent caused by La Crosse, its elected and appointed officials, officers, employees or authorized representatives, consultants, contractors or volunteers in the performance of this Agreement. Contracting Party's obligation to indemnify, defend and hold harmless shall not be restricted to insurance proceeds, if any, received by La Crosse, its elected and appointed officials, officers, employees, authorized representatives or volunteers.

Nothing in this Agreement is intended or shall be construed to be a waiver or estoppel of La Crosse or its insurer (or otherwise affect or alter their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. To the extent that indemnification is available and enforceable against La Crosse, (a) La Crosse or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by applicable Wisconsin or federal law; and (b) La Crosse's obligations under this Agreement are further conditioned upon the following: (i) the indemnified party shall promptly notify La Crosse in writing of any such claims, demands, liabilities, damages, costs and expenses within ten (10) days of discovery; (ii) La Crosse shall have sole control of, and the indemnified party shall reasonably cooperate in all respects, in the defense of the claims, demands, liabilities, damages, costs and expenses and all related settlement negotiations; and (iii) the indemnified party shall not make any admission or disclosure or otherwise take any action prejudicial to La Crosse except as required by law.

Neither party shall be liable for indirect, special, exemplary, consequential or incidental damages, including, without limitation, any damages for lost profits, revenue or business interruption. The parties represent that, as of the effective date, neither party has any notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by any third party with respect to the matters contemplated in this Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

15. **NO PERSONAL LIABILITY.** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of either party have any personal liability arising out of this Agreement, unless an employee of the Contracting Party shall commit a criminal, fraudulent, malicious, or dishonest act which is excluded from Contracting Party's insurance coverage.

16. Intentionally omitted.

17. **INDEPENDENT CONTRACTORS.** The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its

employees. The parties shall not be considered joint agents, joint venturers, or partners.

18. **GOVERNING LAW.** This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

19. **JURY TRIAL WAIVER.** The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

20. **NOTIFICATION.** Parties shall:

(1) As soon as possible and in any event within a reasonable period of time after the occurrence of any event of default by either party, notify the other Party in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by defaulting party to cure or mitigate the default.

(2) Promptly notify the other Party of the commencement of any litigation or administrative proceeding that would cause any representation contained in this Agreement to be untrue.

(3) If related to the performance of services and work under this Agreement, notify the other Party, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by a Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of a Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against a Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

21. **SEVERABILITY.** The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

22. **ASSIGNMENT, SUBLET, AND TRANSFER.** A Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of the other Party. This Agreement shall be binding on the heirs, successors, and permitted assigns of each party hereto. A Party shall provide not less than forty-five (45) days advance written notice of

request to assign, sublet or transfer any services provided under this Agreement. The decision to allow an assignment by Contracting Party rests solely with La Crosse, in its discretion

23. **NO WAIVER.** The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

24. **SUBCONTRACTING.** None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of La Crosse. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to La Crosse for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

25. **CONFLICTS OF INTEREST.** Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to La Crosse

26. **NON-DISCRIMINATION.** Pursuant to law, it is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

Contracting Party shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

27. **POLITICAL ACTIVITIES.** Contracting Party employees shall not engage in any political activities within the City of La Crosse while in performance of any and all services and work under this Agreement. This does not apply to periods of time in which employee is not at work, or is billing other than La Crosse for his/ her time.

28. **GOVERNMENTAL APPROVALS.** Contracting Party acknowledges that various of the specific undertakings of La Crosse described in this Agreement may require approvals from the City of La Crosse Council, City of La Crosse bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contracting Party further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council. La Crosse's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. La Crosse cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such approvals on a timely basis. .

29. **ENTIRE AND SUPERSEDING AGREEMENT.** This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence.

30. **AMENDMENT.** This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

31. **IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE.** Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that modification or deviation from such schedules shall occur only upon approval of La Crosse or reasons of Force Majeure. Any phase or schedule that is determined to be "time of the essence" shall be specifically identified as such within the scope of services. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days. If such delays cause additional cost, Contracting Party shall be reimbursed.

32. **TIME COMPUTATION.** Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or

notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

33. **NOTICES.** Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City:	Attn. City Clerk	Copy to:	Attn. City Attorney
	City of La Crosse		City of La Crosse
	400 La Crosse Street		400 La Crosse Street
	La Crosse, WI 54601		La Crosse, WI 54601

Contracting Party shall identify in writing and provide to La Crosse the contact person and address for notices under this Agreement.

34. Intentionally omitted.

35. **ACCESS TO RECORDS.** Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. La Crosse, or any of its duly authorized representatives, shall have access, at no cost to La Crosse, to such books, records, documents, papers or any records, including electronic, of Contracting Party which are pertinent to the hourly rates of pay and reimbursable costs under this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions. Once deliverables are provided to La Crosse, additional copies will be provided for a fee.

36. **PUBLIC RECORDS LAW.** Contracting Party understands and acknowledges that La Crosse is subject to the Public Records Law of the State of Wisconsin. As such, Contracting Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contracting Party agrees to assist La Crosse in complying with any public records request that La Crosse receives pertaining to this Agreement. If the requested record is not within that which is required to be produced by statute or other authority, then Contracting Party may object, and La Crosse will reject the request. Contracting Party shall seek to intervene in any subsequent public records lawsuit, writ of mandamus, or other action against La Crosse seeking to compel disclosure in order to dispute disclosure of the requested record. Contracting Party shall also cooperate and provide assistance to La Crosse, at no cost, in the defense of such lawsuit, writ or other action. If the request is upheld by a court of law, then Contracting Party will produce the records or indemnify and hold harmless La Crosse Indemnitees from any liability, including without limitation, attorney fees related to or in any way arising from Contracting Party's actions or omissions which contribute to La Crosse's inability to comply with the Public Records Law. In the event that Contracting Party decides not to retain its records for a period of seven (7) years, then it shall provide written

notice to La Crosse whereupon La Crosse shall take custody of said records assuming such records are not already maintained by La Crosse. This provision shall survive the termination of this Agreement.

37. CONSTRUCTION. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

38. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

39. COMPLIANCE WITH LAW. The parties shall comply in all material respects with applicable federal, state and local laws, regulations and ordinances.

40. FORCE MAJEURE. Neither Party shall be responsible for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

41. GOOD STANDING. Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

42. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

43. EXECUTION OF AGREEMENT. Contracting Party shall sign and execute this Agreement on or before sixty (60) days of its

approval by the La Crosse Common Council, and Contracting Party's failure to do so will render the approval of the Agreement by the La Crosse Common Council null and void unless otherwise authorized.

44. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

45. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination.

46. COMPLIANCE WITH LAW. Contracting Party agrees to abide by applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.

47. RELIANCE. Contracting Party has the right to reasonably rely on information provided by or through La Crosse.

*Revised:
06.21.19*

AVIATION BOARD BACKGROUND LETTER

Aviation Board Meeting Date: November 14, 2022

To: Chair Richmond and Aviation Board Members

Cc: Mitch Reynolds, Mayor

From: Ian Turner, Airport Director

Subject: 22-1367 – Resolution approving a professional services agreement with Leibowitz & Horton Airport Management Consultants Incorporated

Summary:

This item approves a contract for professional services with Leibowitz & Horton Airport Management Consultants Incorporated (Leibowitz & Horton).

Previous Action:

No previous action has been taken related to this item.

Background:

Two general reasons initiated this item. First, the aviation industry continues experiencing significant change as it has over the last three years. This includes adjustments to demand for aviation services, impacts to revenues, increasing costs, and uncertainty related to the inflationary effects on the overall economy. Second, a number of business-related items and regulatory items must be updated from time-to-time to keep them current and applicable to industry standards. As such, assistance from industry experts was determined to be in the best interest of the airport to stay current in the identified areas.

In order to best address this need, Airport staff initiated a request for proposal process to select a firm, or firms, to complete a slate of work for on-call professional consulting services. This slate of work includes known work, as well as some work that may be needed in the near- to mid-term. After the evaluation process, Leibowitz & Horton was selected to perform the following items of work:

1. Airport Rates and Charges
2. Passenger Facility Charge Implementation and Administration
3. Customer Facility Charge Implementation and Analysis
4. Car Rental Request for Proposals and Lease Agreements
5. Benefit-Cost Analysis
6. Ground, Hangar, and Commercial Operator Lease Development



A contract for this work was presented to Leibowitz & Horton, and they agreed. The contract is for a term of five-years and is non-exclusive. Due to the uncertain nature of the work requirements at this time, as well as an interest in quality work, no costs were associated with the proposed scope of work.

Financial Implications:

This resolution does not directly have any financial impact. Each item identified within the contract will require funding when it is determined to move forward. At this time, the funding amount is not included with this resolution. This is for several reasons, which are:

1. It is not currently known if all items identified within the contract will occur and at what point in time.
2. Each item may be completed with different sources of available airport funding and that availability of funding cannot be determined at this time.
3. If possible, some of this work may be completed within the constraints of the Airports annual operating budget. If this proves to be the case, funding will be approved through the operating budget process.

Costs and a detailed scope of each item will be negotiated at the time the work is needed. If necessary, that specific item will be brought back to this board for funding.

Stakeholder Process:

This item is presented to the Aviation Board for approval and will be presented to the City of La Crosse Finance and Personnel Committee before receiving final approval from the City of La Crosse Common Council.

Alternatives:

This item could be denied.

Staff Recommendation:

It is the recommendation of staff to approve this item.

Attachments:

1. Leibowitz & Horton Contract for On-call Professional Services.



November 15, 2022

Honorable Mayor Mitch Reynolds
Common Council Members

Ladies and Gentleman:

The Aviation Board, at its last regular meeting, approved by unanimous vote item 22-1367 – *Resolution approving a professional services agreement with Leibowitz & Horton Airport Management Consultants Incorporated.*

Therefore, it is respectfully requested that the Common Council approve the same.

Respectfully Submitted,



Ian Turner
Airport Director



Aviation Board

OFFICERS • Chairman: Andrea Richmond, Vice Chairman: Neil Duresky
MEMBERS • Jeff Wrobel, Joe Konradt, Drake Hokanson, William Blank, Ryan Seib



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-1368

Agenda Date: 12/1/2022

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution approving a professional services agreement with Crawford, Murphy, & Tilly Inc.

RESOLUTION

WHEREAS, the City of La Crosse operates an airport known as the La Crosse Regional Airport; and,

WHEREAS, the La Crosse Regional Airport is a self-supporting enterprise fund of the City; and,

WHEREAS, airports have endured a dynamic climate related to business operations since 2019; and,

WHEREAS, in order to best achieve long-term goals, the La Crosse Regional Airport issued a request for proposals for professional services in support of those goals; and,

WHEREAS, the evaluation of all submitted proposals identified Crawford, Murphy, & Tilly, Inc., as a top firm for a portion of the services requested.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the agreement for professional services with Crawford, Murphy, & Tilly, Inc., and authorizes the Director of the La Crosse Regional Airport to sign said agreement.

BE IT FURTHER RESOLVED that the Director of the La Crosse Regional Airport is authorized to take the necessary steps to implement this resolution.

PROFESSIONAL SERVICES AGREEMENT
ON-CALL PROFESSIONAL SERVICES
BETWEEN THE CITY OF LA CROSSE – LA CROSSE REGIONAL AIRPORT
AND CRAWFORD, MURPHY, & TILLY, INC.

This professional services agreement is made and entered into this 8th day of December, 2022, by and between, the City of La Crosse, a Wisconsin municipal corporation (“City”), acting by and through the La Crosse Regional Airport (“Airport”), with offices at 400 La Crosse Street, La Crosse, WI, 54601, and Crawford, Murphy, & Tilly (“Contractor”), a Illinois corporation, with offices located at 2750 West Washington Street, Springfield, Illinois 62702.

WHEREAS, the Airport issued a request for proposals for on-call professional consulting services through RFP AIR-2022-01; and,

WHEREAS, multiple proposals were received and a selection committee evaluated all the proposals; and,

WHEREAS, Contractor has been determined to be qualified and capable of performing those services outlined herein.

NOW, THEREFORE, in consideration of the mutual promises, agreements, and conditions contained herein, the Airport and Contractor hereby agree to the scope of work outlined within this Agreement, the contents of the Contractor’s proposal applicable to that scope of work, the contents of the Request for Proposal document as issued by the City, and the City’s Standard Terms and Conditions for Service Contracts.

1. TERMS AND CONDITIONS – The City’s Standard Terms and Conditions (Service Contracts) is agreed to by both Contractor and City. This is included as Exhibit A. Request for Proposal document RFP AIR-2022-01 and the Contractors response thereto, are included here by reference and Contractor and City agree to abide by any and all promises and commitments made therein.
2. TERM – The term of this agreement shall be for a period of five years from January 1, 2023, (“Effective Date”) until December 31, 2027 (“Termination Date”). There shall be no extension of this agreement beyond the Termination Date, except that any work Consultant and Airport agree to prior to the Termination Date may extend beyond the term of this agreement and shall be faithfully and expeditiously completed.
3. SCOPE OF WORK – Consultant has been selected for the nonexclusive performance of the following scope of work items:
 - a. Airport Concession Disadvantaged Business Enterprise (ACDBE) Program Development and Implementation
 - b. Disadvantages Business Enterprise (DBE) Program Development and Implementation
 - c. United States Department of Transportation Title VI Program compliance
 - d. Ground, Hangar, and Commercial Operator Lease Development
 - e. Market Rate Analysis and Reviews
 - f. Airline Lease Development and Negotiation
4. SCHEDULE AND PERFORMANCE – Airport shall determine, in its sole opinion, the need to perform any item contained within the identified scope of work. Once the Airport determines that a need exists, Airport and Consultant shall agree to specific deliverables and a schedule for performance of said deliverables. Airport and Consultant shall enter into an engagement letter for

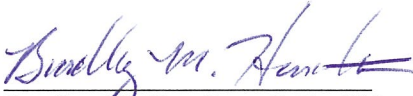
said deliverables. Such engagement letter shall become part of, but subordinate to, this Agreement. Contractor shall negotiate any engagement letter with the Airport Director, who is authorized to obligate Airport and sign said engagement letter.

5. FEES – This agreement does not guarantee any fee to Contractor. Any fee due to Contractor shall be outlined and agreed to in the engagement letter, as identified in Section 4, above, for the specific deliverable and schedule outlined therein.

IN WITNESS WHEREOF, Contractor and City hereto have executed this Agreement, as of the Effective Date outlined first written above.

Crawford, Murphy, & Tilly, Inc.:

City:

By: 
Bradley M. Hamilton, P.E., CM
Director of Aviation Services

By: _____
Ian Turner
Director of the La Crosse Regional Airport

1. **DEFINITIONS.** In this section "Contracting Party" shall mean any party that is entering into this Agreement with the City of La Crosse. "La Crosse" shall mean the City of La Crosse. These definitions shall apply only to this document titled "Standard Terms and Conditions (Service Contracts)" and shall not replace, modify or supersede any definitions used in other sections of this Agreement.

2. **STANDARD OF PERFORMANCE.** Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be in a manner at least equal to the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services

3. **FULLY QUALIFIED.** Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and, if applicable, shall be authorized or permitted under all applicable state and local laws and any other applicable laws or regulations to perform the services.

4. **SCOPE OF SERVICES.** Contracting Party is required to perform, do and carryout in a timely and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as indicated in this Agreement. The scope of services to be performed shall include, those services set forth in this Agreement. La Crosse may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.

5. **CHANGE OF SCOPE.** The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement. The scope of service may not be fully definable during initial phases, and as the project progresses, facts discovered may indicate that the scope must be redefined. If mutually agreed to in advance in writing, Contracting Party shall make changes, furnish necessary materials, and perform the work that La Crosse may require, without nullifying this Agreement, at a reasonable addition to, or reduction from, the total cost of the project. Under no circumstances shall Contracting Party make any changes, either as additions or deductions, without the written consent of La Crosse, and La Crosse shall not pay any extra charges made by Contracting Party that have not been agreed upon in advance and documented in writing.

6. **COMPENSATION.** Contracting Party will be compensated by La Crosse for the services provided under this Agreement and subject to the terms, conditions and contingences set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to La Crosse. These invoices, unless lump sum, must be itemized to identify labor costs and the Contracting Party's direct expenses, including subcontractor and supplier costs. In addition, such invoices shall show the hours worked by the Contracting Party's staff and the amount of work

completed as a percentage of the work to be performed. If payment is by lump sum, then only the percent complete will be invoiced. The final payment of the balance due the Contracting Party for the completed service shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement. Without prejudice to any other right or remedy it may have, La Crosse reserves the right to setoff at any time any amount owing to it by Contracting Party against any amount payable by La Crosse to Contracting Party.

7. **TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT REPORTING.** Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the sole responsibility of the Contracting Party.

8. **TERMINATION FOR CAUSE.** If, through its own fault, intentional misconduct, or the fault or intentional misconduct of its subcontractors, agents or volunteers, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, both as determined by La Crosse in its sole discretion, La Crosse shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other deliverables performed by the Contracting Party under this Agreement for which compensation has been made shall, at the option of La Crosse, become the property of La Crosse. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to La Crosse for damages sustained by La Crosse by virtue of the Contracting Party's intentional misconduct or negligent performance of this Agreement, and La Crosse may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to La Crosse from the Contracting Party is determined. Use of incomplete or unfinished work is at the sole risk of La Crosse.

9. **TERMINATION FOR CONVENIENCE.** Either Party may terminate this Agreement for convenience at any time and for any reason by giving sixty (60) days written notice to the other Party of such termination. If this Agreement is terminated by La Crosse pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed and accepted by La Crosse bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by La Crosse.

10. **SAFETY.** Unless specifically included as a service to be provided under this Agreement, La Crosse specifically disclaims any authority or responsibility for general job site safety, or the safety of other persons or property. Except as otherwise provided in this

Agreement, Contracting Party disclaims any authority or responsibility for general job site safety, or the safety of third-parties or their property.

11. DELAYS. If performance of Contracting Party's obligations under this Agreement is delayed through no fault of Contracting Party, Contracting Party shall be entitled to a reasonable extension of time as proposed by Contracting Party and as accepted or amended by La Crosse. If performance of La Crosse's obligations is delayed through no fault of La Crosse, La Crosse shall be entitled to an extension of time equal to the delay.

12. USE OF LA CROSSE PROPERTY. Any property belonging to La Crosse being provided for use by Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement..

13. INSURANCE. Unless otherwise specified in this Agreement, Contracting Party shall, at its sole expense, maintain in effect at all times during the Agreement, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

a. *Worker's Compensation and Employers Liability Insurance.* Contracting Party shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the laws of the State of Wisconsin. Contracting Party shall provide statutory coverage for work related injuries and employer's liability insurance with limits of at least for employer's liability of one hundred thousand dollars (\$100,000.00) per each accident, one hundred thousand dollars (\$100,000.00) per each employee and five hundred thousand dollars (\$500,000.00) total policy limit.

b. *Commercial General Liability and Automobile Liability Insurance.* Contracting Party shall provide and maintain the following commercial general liability and automobile liability insurance:

- i. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as the following:
 1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).
 2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).
- ii. Contracting Party shall maintain limits no less than the following:
 1. General Liability. Two million dollars (\$2,000,000.00) per occurrence (\$2,000,000.00 general aggregate if applicable) for bodily injury, personal injury and property damage.
 2. Automobile Liability. Two million dollars (\$2,000,000.00) for bodily injury and property damage per occurrence covering all vehicles to be used in relationship to the Agreement.

3. Umbrella Liability. Five million dollars (\$5,000,000.00) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverage. Coverage is to duplicate the requirements as set forth herein.

c. *Professional Liability Insurance.* When Contracting Party renders professional services to La Crosse under the Agreement, Contracting Party shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals thereof during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to Contracting Party's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the La Crosse.

d. *Required Provisions.* The general liability, umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- i. La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Contracting Party; products and completed operations of Contracting Party; premises occupied or used by Contracting Party; and vehicles owned, leased, hired or borrowed by Contracting Party. The coverage shall contain no special limitations on the scope of protection afforded to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers' compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of La Crosse.
- ii. For any claims related to this Agreement, Contracting Party's insurance shall be primary insurance with respect to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by La Crosse, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to La Crosse, its elected and appointed officers, employees or authorized representatives or volunteers.
- iv. Contracting Party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v. Coverage shall not be canceled by the insurance carrier or the Contracting Party, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to La Crosse.

- vi. Such liability insurance shall indemnify La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, Contracting Party for damages on account of such bodily injury, (including death), property damage personal injury, completed operations, and products liability.
- vii. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.
- viii. All of the insurance shall be provided on policy forms and through companies satisfactory to La Crosse, and shall have a minimum AM Best's rating of A- VIII.

e. *Deductibles and Self-Insured Retentions.* Any deductible or self-insured retention must be declared to and approved by La Crosse.

f. *Evidences of Insurance.* Prior to execution of the Agreement, Contracting Party shall file with La Crosse a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

g. *Sub-Contractor.* In the event that Contracting Party employ other contractors (sub-contractors) as part of this Agreement, it shall be the Contracting Party's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

h. *Amendments.* La Crosse may amend its requirements for insurance upon sixty (60) days written notice. Contracting Party shall procure updated insurance to comply with the new requirements of La Crosse if commercially available and at La Crosse's expense. Contracting Party may appeal any requirement to amend the insurance coverage to La Crosse's City Council who may, in its sole discretion, mutually agree to waive such changes.

14. **INDEMNIFICATION.** To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, La Crosse, its elected and appointed officials, committee members, officers, employees, authorized representatives and volunteers ("La Crosse Indemnitees") from and against third party tort suits, actions, legal or administrative proceedings, claims, costs and expenses (including, without limitation, reasonable attorney and professional fees) to the extent caused by the negligent acts, errors or omissions of Contracting Party, its subcontractors or of anyone acting under its direction or control or on its behalf in the performance of this Agreement. Contracting Party's defense obligation shall not apply to professional liability claims. The aforesaid indemnity and hold harmless

agreement shall not be applicable to any liability to the extent caused by La Crosse, its elected and appointed officials, officers, employees or authorized representatives, consultants, contractors or volunteers in the performance of this Agreement. Contracting Party's obligation to indemnify, defend and hold harmless shall not be restricted to insurance proceeds, if any, received by La Crosse, its elected and appointed officials, officers, employees, authorized representatives or volunteers.

Nothing in this Agreement is intended or shall be construed to be a waiver or estoppel of La Crosse or its insurer (or otherwise affect or alter their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. To the extent that indemnification is available and enforceable against La Crosse, (a) La Crosse or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by applicable Wisconsin or federal law; and (b) La Crosse's obligations under this Agreement are further conditioned upon the following: (i) the indemnified party shall promptly notify La Crosse in writing of any such claims, demands, liabilities, damages, costs and expenses within ten (10) days of discovery; (ii) La Crosse shall have sole control of, and the indemnified party shall reasonably cooperate in all respects, in the defense of the claims, demands, liabilities, damages, costs and expenses and all related settlement negotiations; and (iii) the indemnified party shall not make any admission or disclosure or otherwise take any action prejudicial to La Crosse except as required by law.

Neither party shall be liable for indirect, special, exemplary, consequential or incidental damages, including, without limitation, any damages for lost profits, revenue or business interruption. The parties represent that, as of the effective date, neither party has any notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by any third party with respect to the matters contemplated in this Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

15. **NO PERSONAL LIABILITY.** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of either party have any personal liability arising out of this Agreement, unless an employee of the Contracting Party shall commit a criminal, fraudulent, malicious, or dishonest act which is excluded from Contracting Party's insurance coverage.

16. Intentionally omitted.

17. **INDEPENDENT CONTRACTORS.** The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its

employees. The parties shall not be considered joint agents, joint venturers, or partners.

18. GOVERNING LAW. This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

19. JURY TRIAL WAIVER. The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

20. NOTIFICATION. Parties shall:

(1) As soon as possible and in any event within a reasonable period of time after the occurrence of any event of default by either party, notify the other Party in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by defaulting party to cure or mitigate the default.

(2) Promptly notify the other Party of the commencement of any litigation or administrative proceeding that would cause any representation contained in this Agreement to be untrue.

(3) If related to the performance of services and work under this Agreement, notify the other Party, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by a Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of a Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against a Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

21. SEVERABILITY. The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

22. ASSIGNMENT, SUBLET, AND TRANSFER. A Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of the other Party. This Agreement shall be binding on the heirs, successors, and permitted assigns of each party hereto. A Party shall provide not less than forty-five (45) days advance written notice of

request to assign, sublet or transfer any services provided under this Agreement. The decision to allow an assignment by Contracting Party rests solely with La Crosse, in its discretion

23. NO WAIVER. The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

24. SUBCONTRACTING. None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of La Crosse. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to La Crosse for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

25. CONFLICTS OF INTEREST. Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to La Crosse

26. NON-DISCRIMINATION. Pursuant to law, it is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

Contracting Party shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

27. **POLITICAL ACTIVITIES.** Contracting Party employees shall not engage in any political activities within the City of La Crosse while in performance of any and all services and work under this Agreement. This does not apply to periods of time in which employee is not at work, or is billing other than La Crosse for his/ her time.

28. **GOVERNMENTAL APPROVALS.** Contracting Party acknowledges that various of the specific undertakings of La Crosse described in this Agreement may require approvals from the City of La Crosse Council, City of La Crosse bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contracting Party further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council. La Crosse's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. La Crosse cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such approvals on a timely basis. .

29. **ENTIRE AND SUPERSEDING AGREEMENT.** This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence.

30. **AMENDMENT.** This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

31. **IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE.** Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that modification or deviation from such schedules shall occur only upon approval of La Crosse or reasons of Force Majeure. Any phase or schedule that is determined to be "time of the essence" shall be specifically identified as such within the scope of services. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days. If such delays cause additional cost, Contracting Party shall be reimbursed.

32. **TIME COMPUTATION.** Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or

notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

33. **NOTICES.** Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City:	Attn. City Clerk	Copy to:	Attn. City Attorney
	City of La Crosse		City of La Crosse
	400 La Crosse Street		400 La Crosse Street
	La Crosse, WI 54601		La Crosse, WI 54601

Contracting Party shall identify in writing and provide to La Crosse the contact person and address for notices under this Agreement.

34. Intentionally omitted.

35. **ACCESS TO RECORDS.** Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. La Crosse, or any of its duly authorized representatives, shall have access, at no cost to La Crosse, to such books, records, documents, papers or any records, including electronic, of Contracting Party which are pertinent to the hourly rates of pay and reimbursable costs under this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions. Once deliverables are provided to La Crosse, additional copies will be provided for a fee.

36. **PUBLIC RECORDS LAW.** Contracting Party understands and acknowledges that La Crosse is subject to the Public Records Law of the State of Wisconsin. As such, Contracting Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contracting Party agrees to assist La Crosse in complying with any public records request that La Crosse receives pertaining to this Agreement. If the requested record is not within that which is required to be produced by statute or other authority, then Contracting Party may object, and La Crosse will reject the request. Contracting Party shall seek to intervene in any subsequent public records lawsuit, writ of mandamus, or other action against La Crosse seeking to compel disclosure in order to dispute disclosure of the requested record. Contracting Party shall also cooperate and provide assistance to La Crosse, at no cost, in the defense of such lawsuit, writ or other action. If the request is upheld by a court of law, then Contracting Party will produce the records or indemnify and hold harmless La Crosse Indemnitees from any liability, including without limitation, attorney fees related to or in any way arising from Contracting Party's actions or omissions which contribute to La Crosse's inability to comply with the Public Records Law. In the event that Contracting Party decides not to retain its records for a period of seven (7) years, then it shall provide written

notice to La Crosse whereupon La Crosse shall take custody of said records assuming such records are not already maintained by La Crosse. This provision shall survive the termination of this Agreement.

37. CONSTRUCTION. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

38. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

39. COMPLIANCE WITH LAW. The parties shall comply in all material respects with applicable federal, state and local laws, regulations and ordinances.

40. FORCE MAJEURE. Neither Party shall be responsible for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

41. GOOD STANDING. Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

42. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

43. EXECUTION OF AGREEMENT. Contracting Party shall sign and execute this Agreement on or before sixty (60) days of its

approval by the La Crosse Common Council, and Contracting Party's failure to do so will render the approval of the Agreement by the La Crosse Common Council null and void unless otherwise authorized.

44. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

45. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination.

46. COMPLIANCE WITH LAW. Contracting Party agrees to abide by applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.

47. RELIANCE. Contracting Party has the right to reasonably rely on information provided by or through La Crosse.

*Revised:
06.21.19*

AVIATION BOARD BACKGROUND LETTER

Aviation Board Meeting Date: November 14, 2022

To: Chair Richmond and Aviation Board Members

Cc: Mitch Reynolds, Mayor

From: Ian Turner, Airport Director

Subject: 22-1368 – Resolution approving a professional services agreement with Crawford, Murphy, & Tilly, Inc.

Summary:

This item approves a contract for professional services with Crawford, Murphy, & Tilly, Inc. (CMT).

Previous Action:

No previous action has been taken related to this item.

Background:

Two general reasons initiated this item. First, the aviation industry continues experiencing significant change as it has over the last three years. This includes adjustments to demand for aviation services, impacts to revenues, increasing costs, and uncertainty related to the inflationary effects on the overall economy. Second, a number of business-related items and regulatory items must be updated from time-to-time to keep them current and applicable to industry standards. As such, assistance from industry experts was determined to be in the best interest of the airport to stay current in the identified areas.

In order to best address this need, Airport staff initiated a request for proposal process to select a firm, or firms, to complete a slate of work for on-call professional consulting services. This slate of work includes known work, as well as some work that may be needed in the near- to mid-term. After the evaluation process, CMT was selected to perform the following items of work:

1. Airport Concession Disadvantaged Business Enterprise (ACDBE) Programs development and implementation.
2. Disadvantaged Business Enterprise (DBE) Program development and implementation.
3. United States Department of Transportation Title VI Program compliance



4. Ground, Hangar, and Commercial Operator Lease development
5. Market Rate Analysis and Review
6. Airline Lease Development and Negotiation.

A contract for this work was presented to CMT, and they agreed. The contract is for a term of five-years and is non-exclusive. Due to the uncertain nature of the work requirements, as well as an interest in quality work, no costs were associated with the proposed scope of work.

Financial Implications:

This resolution does not directly have any financial impact. Each item identified within the contract will require funding when it is determined to move forward. At this time, the funding amount is not included with this resolution. This is for several reasons, which are:

1. It is not currently known if all items identified within the contract will occur and at what point in time.
2. Each item may be completed with different sources of available airport funding and that availability of funding cannot be determined at this time.
3. If possible, some of this work may be completed within the constraints of the Airports annual operating budget. If this proves to be the case, funding will be approved through the operating budget process.

Costs and a detailed scope of each item will be negotiated at the time the work is needed. If necessary, that specific item will be brought back to this board for funding.

Stakeholder Process:

This item is presented to the Aviation Board for approval and will be presented to the City of La Crosse Finance and Personnel Committee before receiving final approval from the City of La Crosse Common Council.

Alternatives:

This item could be denied.

Staff Recommendation:

It is the recommendation of staff to approve this item.

Attachments:

1. CMT Contract for On-call Professional Services.



November 15, 2022

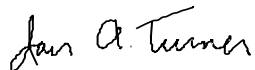
Honorable Mayor Mitch Reynolds
Common Council Members

Ladies and Gentleman:

The Aviation Board, at its last regular meeting, approved by unanimous vote item 22-1368 – *Resolution approving a professional services agreement with Crawford, Murphy, and Tilly Inc.*

Therefore, it is respectfully requested that the Common Council approve the same.

Respectfully Submitted,



Ian Turner
Airport Director



Aviation Board

OFFICERS • Chairman: Andrea Richmond, Vice Chairman: Neil Duresky
MEMBERS • Jeff Wrobel, Joe Konradt, Drake Hokanson, William Blank, Ryan Seib



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-1380

Agenda Date: 12/1/2022

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution Allocating Additional Funding for the Pearl Walkway Reconstruction Project.

RESOLUTION

WHEREAS, the Common Council approved resolution #22-0332 on May 12, 2022, allocating \$765,710 from various sources for the reconstruction of Pearl Street Walkway; and

WHEREAS, a comprehensive review of the progress and completion of Tax Increment District (TID) #11 projects has made available unused funds for previously approved, uncompleted TID #11 projects; and

WHEREAS, bids received were rejected on October 13, 2022 as over the previously approved budget, and value engineering review has been done to address possible changes in scope of the proposed construction project, to help accommodate inflated materials cost and updated estimate figures.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that additional funding in the amount of \$250,000 be allocated for the Pearl Walkway reconstruction project from:

Tax Increment District #11 Cash:	\$250,000
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BE IT FURTHER RESOLVED that City staff are hereby authorized to perform all duties to effectuate this resolution.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-1381

Agenda Date: 12/1/2022

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution to rescind vehicle fire fee from Appendix C Fee Schedule.

RESOLUTION

WHEREAS, the Common Council adopted a vehicle fire fee in 2012 which required vehicle owners that experience a vehicle fire, to pay a fee of \$500;

WHEREAS, the vehicle fire fee has had a negative effect on low income vehicle owners in the community.

WHEREAS, the owners of vehicles that start on fire, are often underinsured and do not have the ability to pay the vehicle fire fee on top of the loss of their vehicle.

WHEREAS, the city does not currently charge a fee for building fires or EMS response.

NOW, THEREFORE BE IT RESOLVED that the vehicle fire fee shall be rescinded and the fee removed from the schedule of fees and licenses.

BE IT FURTHER RESOLVED that the Fire Chief and the Interim Director of Finance are hereby authorized to take any and all steps necessary to effectuate this resolution.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-1397

Agenda Date: 12/1/2022

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution amending Appendix C Fee Schedule regarding residential rental dwelling unit registration.

RESOLUTION

WHEREAS, the Common Council previously adopted a fee schedule by resolution, and

WHEREAS, an amendment is needed for costs related to residential rental dwelling unit registration.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the following changes to Appendix C

103-8	Residential Rental Dwelling Unit Registration	<u>2022</u>	\$10.00
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BE IT FURTHER RESOLVED that all other fees included within Appendix C remain unchanged.

BE IT FURTHER RESOLVED that City staff is authorized to take any and all steps necessary to effectuate this resolution.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-1413

Agenda Date: 12/1/2022

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution authorizing the Fire Department to accept a FY2021 DHS/FEMA Assistance to Firefighters Grant in the amount of \$184,363.63 for swift water rescue training.

RESOLUTION

WHEREAS, the Fire Department has been notified of the award of a 2021 DHS/FEMA Assistance to Firefighters Grant (#EMW-2021-FG-05543) for training 24 individuals in the area of swift water rescue and boat operations, with Federal project funds in the amount of \$184,363.63 allocated to the City of La Crosse Fire Department; and

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes the Fire Department to accept the 2021 DHS/FEMA Assistance to Firefighters Grant number EMW-2021-FG-05543.

BE IT FURTHER RESOLVED that said grant funds will be used as described in the grant application to support Fire Department training strategies as supported by the Fire Department's Strategic Plan.

BE IT FURTHER RESOLVED that Fire Chief and Finance Director are hereby authorized to take any and all steps necessary to effectuate this resolution.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-1414

Agenda Date: 12/1/2022

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution authorizing the Fire Department to accept a FY2021 DHS/FEMA Assistance to Firefighters Grant in the amount of \$311,528.72 for Paramedic training.

RESOLUTION

WHEREAS, the Fire Department has been notified of the award of a 2021 DHS/FEMA Assistance to Firefighters Grant (#EMW-2021-FG-02231) for 12 individuals to obtain Paramedic Licensure for the City of La Crosse Fire Department; and

WHEREAS, the Fire Department will meet the required local match project funds of \$31,152.88 through its existing Operations Budget training funds throughout fiscal years 2023 and 2024 during the grant's two-year period of performance.

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes the Fire Department to accept the 2021 DHS/FEMA Assistance to Firefighters Grant number EMW-2021-FG-02231

BE IT FURTHER RESOLVED that said grant funds will be used as described in the grant application to support Fire Department training strategies as supported by the Fire Department's Strategic Plan.

BE IT FURTHER RESOLVED that Fire Chief and Finance Director are hereby authorized to take any and all steps necessary to effectuate this resolution.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-1447

Agenda Date: 12/1/2022

Version: 1

Status: Agenda Ready

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Amended Resolution authorizing the release of funds for the Police Department to procure and fully upfit an Animal Control services vehicle.

RESOLUTION

WHEREAS, the Police Department has been tasked with animal control services for the City of La Crosse; and

WHEREAS, the Police Department needs a vehicle and equipment appropriate for fulfilling animal control duties.

WHEREAS, Section 2-360(c) of the Code of Ordinances states *Unanticipated projects/equipment*. Any Capital Project and Capital Equipment item not previously listed in the adopted Capital Budget requiring immediate funding from the Capital Budget will require a two-thirds vote of the Common Council members present at the meeting.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes \$55,000.00 to fund said vehicle, equipment, and associated costs.

BE IT FURTHER RESOLVED that the sum of \$55,000.00 is hereby appropriated from the Capital Equipment account (#4800210-588000) as identified by the Director of Finance.

BE IT FURTHER RESOLVED that the Director of Finance and Police Chief are authorized to take any and all steps necessary to effectuate this resolution.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute any and all documents in connection with the same.

Resolution authorizing the release of funds for the Police Department to procure and fully upfit an Animal Control services vehicle.

RESOLUTION

WHEREAS, the Police Department has been tasked with animal control services for the City of La Crosse; and

WHEREAS, the Police Department needs a vehicle and equipment appropriate for fulfilling animal control duties.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes \$55,000.00 to fund said vehicle, equipment, and associated costs.

BE IT FURTHER RESOLVED that the sum of \$55,000.00 is hereby appropriated from the Capital Equipment account (#4800210-588000) as identified by the Director of Finance.

BE IT FURTHER RESOLVED that the Director of Finance and Police Chief are authorized to take any and all steps necessary to effectuate this resolution.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute any and all documents in connection with the same.



OFFICE OF THE MAYOR
L A C R O S S E

22-1447

SHORT CIRCUIT

November 23, 2022

I hereby approve the submitting of the attached Legislation "Resolution authorizing the release of funds for the Police Department to procure and fully upfit an Animal Control services vehicle." to the Finance and Personnel Committee, to be considered by the members thereof at their next committee meeting. This approval is given due to the time element necessitating consideration of the attached Legislation at the earliest possible date.

A handwritten signature in black ink, appearing to read "M Reynolds", is written over a horizontal line.

Mayor Mitch Reynolds



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-1434

Agenda Date: 12/8/2022

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution approving animal sheltering contract with Coulee Region Humane Society.

RESOLUTION

BE IT RESOLVED by the Common Council of the City of La Crosse that it approves the attached contract for animal sheltering services with the Coulee Region Humane Society.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to sign this contract.

BE IT FURTHER RESOLVED that City staff is authorized to take action to effectuate this resolution.



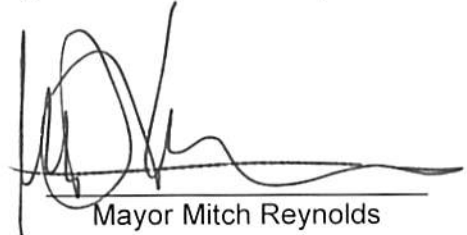
OFFICE OF THE MAYOR
LA CROSSE

22-1434

SHORT CIRCUIT

November 30, 2022

I hereby approve the submitting of the attached Legislation "Resolution approving animal sheltering contract with Coulee Region Humane Society," to the Common Council, to be considered by the members thereof at their next committee meeting. This approval is given due to the time element necessitating consideration of the attached Legislation at the earliest possible date.



Mayor Mitch Reynolds

CITY OF LA CROSSE
Animal Services Agreement

This Animal Services Agreement (“Agreement”) entered into this ____ day of ____, 2022 between the **City of La Crosse**, (hereinafter referred to as “City”), a Wisconsin Municipal Corporation, located at 400 La Crosse Street, La Crosse, Wisconsin 54601, and the **Coulee Region Humane Society, Inc.**, (hereinafter referred to as the “Society”), a Wisconsin non-profit corporation, with its principal place of business at 911 Critter Court, Onalaska, Wisconsin 54650.

WHEREAS, the City distributed an RFP for, *inter alia*, animal sheltering services, which is attached as **Exhibit ____**,

WHEREAS, the Society submitted a proposal in response, which is attached **Exhibit ____**,

WHEREAS, the purpose of this Agreement is to define the terms and conditions for animal sheltering services.

NOW, THEREFORE, IT IS AGREED between the parties as follows:

1. **Duration.** The duration of this Agreement shall commence on January 1, 2023 and expire on December 31, 2023 at 11:59 pm.

2. **Description of Society Services.**

A. General Services.

- i. Society Personnel. The Society will maintain or secure, at its sole expense, all necessary permits or licenses necessary to perform its services under this Agreement. Further, the Society will maintain or secure, at its sole expenses, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be the employees of the City.
- ii. Custody and Care. All stray or seized domestic animals delivered to the Society from the City will be accepted for impoundment in accordance with Wis. Stat. § 173.13. For purposes of this Agreement, domestic animals shall be defined as dogs, cats, birds, or other animals that are domesticated as a household pet, but does not include livestock and wild animals. The Society shall provide admitting services, adequate food, water, shelter, and humane care on behalf of the City, for the stray holding period as defined by Wis. Stat. § 173.19. Humane care shall include daily custodial care to impounded domestic animals, including any necessary and appropriate veterinary care or treatment.
- iii. 24-hour Drop Off Availability. The Society shall provide the City an appropriate facility that will provide admitting and animal care services twenty-four (24) hours per day, seven (7) days a week, three hundred sixty-five (365) days a year (24/7/265) for the animals dropped off by City humane and law enforcement officers operating within the geographical boundaries of the City. For animals that need to

be admitted outside the Society's regular business hours, the Society shall provide the City with the name and contact information of its representatives who will be "on call" outside the Society's regular business hours in order to open the facility and take custody of the animals.

- iv. Reclamation Services. The Society shall work with the City to provide reclamation services in accordance with Wis. Stats. §§ 173.19 and 173.23(1). These services shall include working with the City to make reasonable attempts to identify, locate, make contact with, or provide written notice to an animal's owner in order to arrange for either the surrender of the animal or the return of the animal to its owner. The Society shall notify any individual attempting to reclaim or otherwise take custody of an animal that the City will be notified of such action and that the animal must be licensed by the City. To support the Society's reclamation services, the City shall provide "read-only" access to the City's animal license database, assuming such access is technologically feasible and does not impose an unreasonable cost on the City.
- v. Reporting. On a monthly basis, the Society shall provide the City Liaisons a report containing all the itemized fees paid and collected through the reclamation process.
- vi. Holding Period. Any animal impounded beyond the holding period in La Crosse City Code Section 6-7 – Impoundment of Animals, or Wis. Stat. § 173.19, will be considered property of the Society and may be tended to in accordance with Wis. Stat. § 173.23 (Disposition of Animals), at the discretion of the Society.
- vii. Records. For each animal brought into its care, the Society shall maintain adequate records consistent with Wis. Stat. § 173.17.

B. Special Services. Contingent upon written request by a City Liaison, the Society may perform the following:

- i. Emergency Assistance. During emergency situations, the Society may provide trained staff members to assist City humane and law enforcement officers. The Society's ability to provide assistance will depend on staff availability.
- ii. Non-domestic animals. At its sole discretion, the Society will provide impound and care for certain non-domestic animals.
- iii. State Lab Testing. The Society will send an animal to the State of Wisconsin Laboratory for necropsies or other testing for criminal cases. The Society shall do so under its own account.

3. **Payment for Services.** The City shall pay the Society as follows:

- A. Standard Services. The City shall pay a total fee of \$105,000.00 in twelve (12) equal monthly installments. In addition, the Society will retain all reclamation fees, as approved in the City's fee schedule, collected from pet owners.

- B. Special Services. The following rates shall be paid by the City for Special Services, as described in **Section 2, ¶ B** of this Agreement:
- i. Emergency Assistance. \$75.00 per hour per Society personnel.
 - ii. Non-domestic animals. Per day fee per animal for impound and care. The Society will bill the City at the applicable animal reclamation fee rates. The Society will bill the City for any veterinary services provided to these animals at cost.
 - iii. State Lab Testing. The City will reimburse the Society for all State lab testing, including shipping or transportation costs. The Society will provide the City an invoice with these detailed charges.
- C. City Credit. The Society acknowledges that the City has a credit of \$85,338.66 with the Society. Under the previous Agreement, the City overpaid the Society this amount. The City has not been reimbursed. The parties agree to apply this credit in full over the duration of this Agreement. This will modify the fee specified in Section 3, ¶ A, to a total of \$19,661.34.
4. **City Liaison.** For matters relating to Animal Enforcement and Control, the City Liaison will be the Assistant Chief of Police or their designee. For any other matters relating to this Agreement, the City Liaison will be the Director of Finance or their designee.
 5. **Construction.** The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Agreement. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This Agreement shall be deemed to have been drafted by the parties of equal bargaining strength.
 6. **Nondiscrimination.** The Society shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, sexual orientation, actual or perceived gender identity, disability, marital status or national origin in connection with or related to the performance of this Agreement.
 7. **Governing Law.** This Agreement shall be governed by the laws of the State of Wisconsin as to interpretation, performance, and choice of law and shall be deemed to have been drafted through the combined efforts of both parties.
 8. **Independent Contractor.** It is understood and agreed that the Society, in the performance of the work and services agreed to be performed by it under this Agreement, shall not act as an employee of the City and none of its officers, employees, or agents shall obtain any rights to retirement benefits or other benefits which accrue to the City's employees, and the Society hereby expressly waives any claim it may have to any such rights. Each party shall be responsible for its own separate debts, obligations, and other liabilities.

- B. Umbrella liability insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage in excess of coverage carried for commercial general liability;
- C. Professional liability insurance of not less than \$1,000,000.00 per claim and annual aggregate; and
- D. To the extent that the Society employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability insurance within Wisconsin statutory limits.

On the certificate of insurance, the City shall be named as an additional insured on any general liability insurance and umbrella insurance. The certificate must state the following: The City of La Crosse, its officers, agents, and employees shall be additional insureds. Prior to execution of the Agreement, the Society shall file with the City a certificate of insurance signed by the Insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. The Society shall provide the City with a thirty (30) day notice prior to termination or cancellation of the policy. The City reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.

14. **Dispute Resolution.** Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation and performance thereof ("Dispute") shall be resolved with the following procedures:
- A. **Negotiation.** Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between individuals who have authority to settle the Dispute on behalf of the parties and this process should be completed within twenty (20) days (the "Negotiation").
 - B. **Arbitration.** If the parties cannot resolve the Dispute after reasonable efforts, either party may demand arbitration conducted in accordance with chapter 788, Wis. Stat., or any successor statute, by a single arbitrator, chosen by mutual agreement of the parties or, if they do not agree, by the Circuit Court for La Crosse County, on application of either party. The party demanding arbitration shall bear all the costs of arbitration. Chapter 788, Wis. Stat., or any successor statute, shall govern the arbitration proceedings, except that the parties waive any right to trial by jury if a dispute concerning the arbitration proceeding is resolved by a court. Each party is hereby authorized to file a copy of this Section in any proceeding as conclusive evidence of this waiver of jury trial by the other party.
 - C. **Remedies.** In the event of a Dispute, each party shall have all remedies available at law or in equity. This Agreement is intended to provide the parties with the right and standing to seek any available legal or equitable remedy to enforce or seek damages for the breach of this Agreement.
15. **Access to Records.** The Society, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. The City, or any of its duly authorized representatives, shall have access, at no cost to the City, to such books, records, documents, papers or any records, including electronic, of the Society

which are pertinent to this Agreement, for the purpose of a making audits, examinations, excerpts and transcriptions.

16. **Public Records Law.** The Society understands and acknowledges that the City is subject to the Public Records Law of the State of Wisconsin. As such, the Society agrees to retain all records as defined by Wis. Stat. § 19.32(2), applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. The Society agrees to assist the City in complying with any public records request that the City receives pertaining to this Agreement. Additionally, the Society agrees to indemnify and hold harmless the City, its elected and appointed officials, officers, employees and authorized representatives for any liability, including, without limitation, reasonable attorney fees, related to or in any way arising from the Society's actions or omissions which contribute to the City's inability to comply with the Public Records Law. In the event that the Society decides not to retain its records for a period of seven (7) years, then it shall provide written notice to the City whereupon the City shall take custody of said records assuming such records are not already maintained in the City. This provision shall survive termination of the Agreement.
17. **Compliance with Law.** The parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.
18. **Authority.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.
19. **Execution of Agreement.** The Society shall sign and execute this Agreement on or before ten (10) days of its approval by the Common Council, and the Society's failure to do so will render the approval of the Agreement by the Common Council null and void, unless otherwise authorized.
20. **Severability.** Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstances be in conflict with any state or federal law, or otherwise be rendered unenforceable, it shall be deemed severable and shall not affect the remaining provisions, provided that such remaining provisions can be construed in substance to continue to constitute the agreement that the parties intended to enter into in the first instance.
21. **Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be amended, except pursuant to a written instrument signed by both parties.

[Signature Page to Follow]

IN WITNESS HEREOF, the parties have executed and delivered this Agreement effective the date set forth next to the City's signature below.

City of La Crosse

Coulee Region Humane Society, Inc.

BY: _____

BY: *Laura Olson*
Laura Olson

Mitch Reynolds, Mayor

Laura Olson, Board President

BY: _____

BY: *Heather Drievold*
Heather Drievold

Nikki Elsen, City Clerk

Heather Drievold, Executive Director

Subscribed and sworn to before me this _____ day of _____, 2022.

Subscribed and sworn to before me this 30 day of November, 2022.

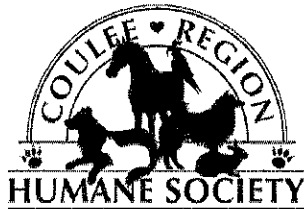
Notary Public, State of _____

Tiffany Winchester
Notary Public, State of WI

My Commission: _____

My Commission: 02/07/2025





Coulee Region Humane Society
911 Critter Court
Onalaska, WI 54650
www.couleehumane.com

Phone 608-781-4014
Fax 608-781-1646

**Proposal for
Domestic Animal Impoundment, Care, Redemption and Animal Disposition**

Coulee Region Humane Society, Inc (CRHS) has provided exceptional animal impound, care, and redemption services for City of La Crosse animals for more than 40 years. We submit the following proposal to continue serving the City of La Crosse.

SERVICES TO BE PROVIDED

- Accept any domestic animal taken into custody by City of La Crosse officials and provide adequate food, water, shelter, and humane care on behalf of the City of La Crosse, for the stray holding period as defined by Wisconsin Statute 173.19. Domestic animals will be defined as animals that are habituated to living in or about the habitation of people and generally viewed as a pet. This will not include livestock or wild animals.
- Provide access twenty-four hours per day, 7 days a week, 365 days a year (24/7/365) for City of La Crosse officials to an animal impoundment area/facility for animal drop off.
- Humane Care shall include daily custodial care to impounded domestic animals, including any necessary and appropriate veterinary care/treatment.
- Provide redemption services as defined by Wisconsin Statute 173.19 and 173.23(1) which would include working with City of La Crosse officials to identify, locate, and contact the animal's owner and facilitate the return or surrender of the animal.
- If redemption efforts fail after the applicable statutory redemption period, the animal would meet the State definition of an "Unclaimed Animal" and CRHS would proceed with one of the processes prescribed in Wisconsin Statute 173.23 (1m) thru 173.23 (6).
- Maintain adequate records consistent with Wisconsin Statute 173.17.

ADDITIONAL SERVICES INCLUDED

CRHS abides by sheltering best practices and standards. CRHS will also provide the following:

- Protecting all animals in the care of CRHS and by extension, the domestic pets belonging to our community, from transmissible diseases by ensuring they receive at a minimum, vaccinations, de-wormers, and flea/tick preventatives upon intake provided they can be safely handled.
- Provide emergency veterinary care 24/7 through our partnered veterinarians.

- Provide all medical care deemed either routine or necessary to all animals after redemption efforts have failed, including but not limited to spaying/neutering, amputations, dentals.
- Work with pet owners to reunite with their pets by taking lost animal reports and comparing them to animals in the care of CRHS.
- Complete redemption paperwork and license the animals before they leave facility.

QUALIFICATIONS for Minimum Requirements

1. CRHS is properly licensed and has all necessary permits and licenses as required by any and all applicable federal, state and local laws and regulations. CRHS will, at its sole expense, maintain these permits and licenses during the term of the agreement. This includes:

- AG-13 Rabies Control certified staff
- DEA license with certified euthanasia technicians
- Certified Humane Officers
- State of WI Livestock Premises Registration
- Threatened and Endangered DNR license
- DNR Wildlife Rehabilitation license
- US Fish and Wildlife license
- Certified Fear Free Shelter staff
- Wisconsin Dog Sellers license
- Wisconsin Business license

2. CRHS will continue to comply with all federal, state and local laws; including but not limited to Wisconsin Statutes Chapter 173 and Wisconsin Statute 95.21, City of La Crosse Municipal Code 6-106 & 6-130, La Crosse County Code 11.31.

3. CRHS is a duly formed 501(c)3 not-for-profit organization and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.

4. CRHS, at its sole expense, will continue to obtain and maintain in effect at all times during the term of the agreement insurance coverage as set by the City of La Crosse standard terms and agreement.

5. CRHS can provide access twenty-four hours a day, 7 days a week, 365 days a year (24/7/365) for City of La Crosse officials to an animal holding/housing area at our facility.

6. CRHS is located within La Crosse County.

7. CRHS is able to enter into a written contractual agreement.

FEES

CRHS will provide all above services for a total fee of \$105,000 for the year 2023. Fee to be paid in 12 monthly amounts of \$8,750.

The fee will increase three percent (3%) for each subsequent year of the contract including renewals.

CRHS will retain all redemption fees collected from pet owners.

TERM OF CONTRACT

The contract would be for five (5) years and include the option to renew for an additional five (5) year term by agreement of both parties.

SPECIAL SERVICES FOR ADDITIONAL FEES

Emergency Assistance

If requested during emergency situations, CHRS will try to provide trained staff members to assist the City of La Crosse Police Department. CRHS ability to provide assistance will depend on staff availability. CRHS will bill the City of La Crosse the per hour fee of \$75 per hour per person. This rate will increase by three percent (3%) for each subsequent year of the contract including renewals.

Non-domestic animals

If the City of La Crosse Police Department requests impound and care for certain non-domestic animals, CRHS will provide this service at our discretion based on our space availability. This service will be provided for a per day fee per animal for impound and care. This fee will be billed at the then applicable stray animal redemption fee rates. Any veterinary services provided to these animals will be billed to the City of La Crosse at our cost.

Non-domestic animals eligible for this service includes: chickens, goats, and potbellied pigs.

State Lab Testing

If an animal must be sent to State of Wisconsin Lab for necropsies or other testing for criminal cases, CRHS will assist and send it to the State Lab under our account.

The City of La Crosse will reimburse CRHS for all state lab testing including shipping or transportation costs. CRHS will provide an invoice with these detailed charges.

Contact at CRHS

Heather Drievold, Executive Director
608-781-4014 ex. 229
Heather.drievold@couleehumane.com



CITY OF LA CROSSE

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

REQUEST FOR PROPOSALS: Due October 3, 2022

Domestic Animal Impoundment, Care, Redemption and Animal Disposition

I. SERVICE NEEDED:

The City of La Crosse will be incorporating animal control functions within the City of La Crosse Police Department. As part of this, the City of La Crosse is seeking proposal to fulfill the following functions/responsibilities:

- Accept any domestic animal taken into custody by City of La Crosse officials and provide adequate food, water, shelter and humane care. Domestic animals will be defined as animals that are habituated to living in or about the habitation of people and generally viewed as a pet. This will not include live stock or wild animals.
- Provide 24/7/365 access for City of La Crosse officials to the animal impoundment area/facility for animal drop off.
- Humane Care shall include daily custodial care to impounded animals and providing or arrange to provide any necessary and appropriate veterinary care/treatment.
- Redemption services would include working with City of La Crosse officials to identify, locate, and contact the animal's owner and facilitate the return or surrender of the animal. Per Wisconsin Statute 173.19, the minimum period to hold an animal for redemption would be 4 days.
- If redemption efforts fail after the applicable statutory redemption period, the animal would meet the State definition of an "Unclaimed Animal" and the shelter provider would proceed with one of the processes prescribed in Wisconsin Statute 173.23 "Disposition of Animal" which may include transfer of ownership or euthanizing the animal.
- Maintain adequate records consistent with Wisconsin Statute 173.17.

II. MINIMUM REQUIREMENTS

Service Providers submitting a proposal must be able to meet the following minimum requirements:

1. Provider must be a properly licensed and have all necessary permits and licenses as required by any and all applicable federal, state and local laws and regulations. Provider, at its sole expense, must obtain and maintain these permits and licenses during the term of the agreement.
2. Provider must comply with all federal, state and local laws; including but not limited to Wisconsin Statutes Chapter 173 and Wisconsin Statute 95.21, City of La Crosse Municipal Code 6-106 & 6-130, La Crosse County Code 11.31.

3. Provider must be a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and have the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
4. Provider, at its sole expense, must obtain and maintain in effect at all times during the term of the agreement insurance coverage as set by the City of La Crosse standard terms and agreement.
5. Provider must have the ability to allow 24/7/365 access for City of La Crosse officials to the animal holding/housing area.
6. Place of animal impoundment must be within La Crosse County.
7. Provider must be able to enter into a written contractual agreement.

III. PROPOSAL SUBMISSIONS:

For proposals to be considered, they must:

1. Be expressed as a total annual cost to provide all services listed in section I
2. Be received by the City of La Crosse - City Clerk's Office by 9:00 am, October 3, 2022. Routed and labeled as:

Domestic Animal Impoundment Proposal
ATTN: City Clerk's Office
400 La Crosse Street
La Crosse, WI 54601

IV. PROPOSAL REVIEW, CONSIDERATION AND RIGHTS

The City reserves the right to negotiate with one or more Providers. The City further reserves the right to reject any and all proposals. The City will select the proposal that best meets the needs of the City. The agreement with the successful Provider must be approved by the Common Council and the proposal selected will be subject to that approval.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-0001

Agenda Date: 12/1/2022

Version: 1

Status: Agenda Ready

In Control: Finance & Personnel Committee

File Type: Status Update

Agenda Number: