



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final-revised

Finance & Personnel Committee

Thursday, October 6, 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

[22-1049](#) Resolution approving the allocation of funding to the City of La Crosse Facilities Assessment.

Sponsors: Kahlow

[22-1076](#) Resolution approving a Wisconsin Department of Transportation - Transportation Alternatives Program State/Municipal Grant Agreement to update the Bicycle and Pedestrian Master Plan.

Sponsors: Sleznikow

[22-1154](#) Resolution approving Second Amendment to Duratech Development Agreement and First Amendment to the Chart Development Agreement.

Sponsors: Reynolds

- [22-1171](#) Resolution approving property purchase for affordable housing.
(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
- [22-1176](#) Resolution authorizing additional funding and to add demolition as an expense related to property acquisition for a street opening and infrastructure improvements for the River Point District property.
Sponsors: Richmond
- [22-1178](#) Resolution approving sale of surplus property and allocation of funds related to certain charges on real estate at 717 Wall Street.
Sponsors: Janssen
- [22-1184](#) Resolution authorizing the Mayor and City Clerk to sign State/Municipal Agreement for the Reconstruction of 6th Street South from Cass Street to State Street.
Sponsors: Reynolds
- [22-1204](#) Resolution approving use of unbudgeted Utility funds for the material costs associated with the Hagar street extension.
Sponsors: Janssen and Neumeister
- [22-0793](#) Resolution authorizing parcel exchange and easement with the University of Wisconsin - La Crosse for new Fire Station #2 on La Crosse Street.
Sponsors: Reynolds
Short-circuited by Mayor Reynolds 9.19.2022
- [22-1244](#) Resolution authorizing the reallocation of 2022 Capital Equipment and Capital Improvement funds and sale revenue from a current aerial apparatus combined to purchase two fire engines (pumpers).
Sponsors: Woodard
Short-circuited by Mayor Reynolds 9.28.2022
- [22-1243](#) Resolution approving Agreement for Communications Cloud Service with Granicus and appropriation of funds.
Sponsors: Reynolds
Short-circuited by Mayor Reynolds 10.3.2022
- [22-1247](#) Resolution to approve additional funds for the 2022 Sewer Lining Project.
Short-circuited by Mayor Reynolds 10.5.2022
- [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: 22-1049

Agenda Date: 10/6/2022

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution allocating funds for the City of La Crosse Facilities Assessment.

RESOLUTION

WHEREAS, the City of La Crosse will conduct a facilities assessment carried out by a third-party company selected from an RFP; and

WHEREAS, the City of La Crosse has never done an assessment of the 33 properties and about 1,874,00 square feet it is in charge of; and

WHEREAS, it is critical to invest in this comprehensive assessment to evaluate and maintain said aging facilities and in return, create a plan to preserve them.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby allocates \$127,187.60 plus 3% contingency equaling \$3,816, appropriated from the 2021 the American Rescue Plan Act (ARPA) Funding received by the City of La Crosse as approved in Resolution #21-1732 for "Investments in infrastructure".

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



**BUREAU
VERITAS**

CITY OF LA CROSSE

FACILITIES CONDITION ASSESSMENT SERVICES

LA CROSSE CITY HALL

April 29, 2022

BUREAU VERITAS | MATTHEW MUNTER
10461 MILL RUN CIRCLE, SUITE 1100 | OWINGS MILLS, MD 21117
P 240.418.7443 | MATTHEW.MUNTER@BUREAUVERITAS.COM

April 29, 2022

City of La Crosse
Attn: James Flottmeyer
Buildings and Grounds
400 La Crosse Street
La Crosse, WI 54601



RE: RFP for Facilities Condition Assessment

Dear Mr. Flottmeyer,

Bureau Veritas Technical Assessments, LLC (Bureau Veritas or BVTA) is pleased to provide the City of La Crosse (City) with the enclosed proposal in response to the City's RFP for Facilities Condition Assessment services. BVTA understands the requirements of the RFP and is well qualified to perform the services.

Proven Experience | Bureau Veritas has extensive experience providing Facility Condition Assessments, Equipment Inventory, Preventive Maintenance, Space Utilization Studies, and Capital Planning for City, County and State Government entities. We have completed thousands of municipal projects with more than 700 million square feet of space within the last five (5) years for state and local governments, private companies, educational clients, and Parks and Recreation clients.

Highly Qualified Team | Bureau Veritas is an architectural and engineering firm focused solely on building lifecycle and capital planning studies, with more than 800 building professionals nationwide. BVTA has over 30 years of experience conducting Facility Condition Assessments.

Regional Experience | Bureau Veritas has a wealth of experience in the Midwest, and across the country. We have completed many projects in Wisconsin, Michigan, Illinois, Iowa, Missouri, and several other nearby states. The following is a selection of similar clients in the region:

- City of Mequon, WI
- City of Wauwatosa, WI
- Marathon County, WI
- Lincoln County, WI
- Grant County, WI
- City of Detroit, MI
- State of Michigan
- State of Minnesota
- City of Lake Forest, IL
- City of Highland Park, IL
- City of Yorkville, IL
- Village of Arlington Heights, IL

Date Founded | Bureau Veritas Technical Assessments LLC was founded in 1986; while BVTA's parent company was founded in 1828.

Bureau Veritas is committed to working with the City of La Crosse to provide the highest possible quality of service. The following pages detail our history, similar project experience, our key personnel and team, and our approach to your unique project. We appreciate the opportunity to present our qualifications for this project and look forward to working with the City. I am available at (240) 418-7443 , or at Matthew.Munter@bureauveritas.com to further discuss our qualifications.

Sincerely,

Matthew Munter
Principal, Executive Vice President

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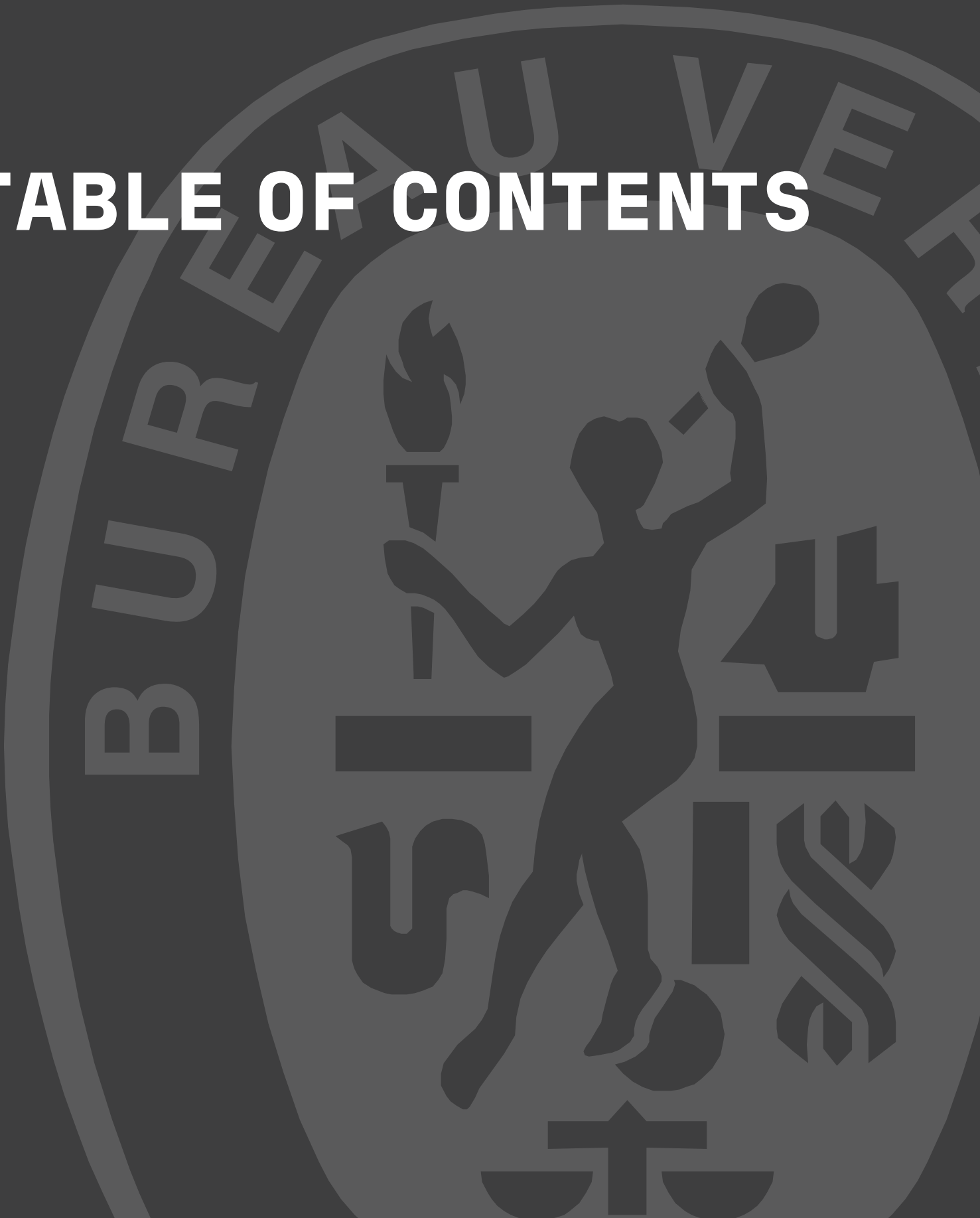


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BUSINESS INFORMATION

FIRM PROFILE

Profile

Bureau Veritas Technical Assessments LLC (“Bureau Veritas” or “BVTA”) is a professional service consulting firm providing comprehensive architectural, engineering, energy, and environmental solutions. Our team includes over 800 building professionals nationwide, including Registered Architects, Professional Engineers, Certified Energy Managers, Environmental Professionals, Building Systems Consultants, and Code Compliance Experts.

Annually, Bureau Veritas conducts thousands of assessments for Government, Affordable Housing, Private, Industrial, K-12 Education, and Higher Education Clients. Having successfully completed assessments of more than a billion square feet of building space, Bureau Veritas has developed a proven and efficient methodology for the performance of field assessments, and data collection.

Bureau Veritas’ recommendations are based on knowledge of property conditions, life-cycle analysis, regulations, and client objectives. The firm’s core of architectural, engineering, construction, environmental, and seismic expertise forms the foundation on which the company teams with clients to create and implement facility management solutions. Our solutions include implementation of web-based portfolio management platforms, to traditional property assessments required for due diligence.

ASSET MANAGEMENT SERVICES

- Facility Condition Assessments
- Capital Planning Reports
- ADA Accessibility Compliance
- Equipment and Asset Inventory
- Space Analysis Studies
- Barcoding, QR Coding, and Tagging
- CMMS Consulting
- Preventive Maintenance Plans
- Energy Audits and Modeling
- Commissioning (Cx and Rx)
- Construction Monitoring
- Project Management
- Plan and Document Review



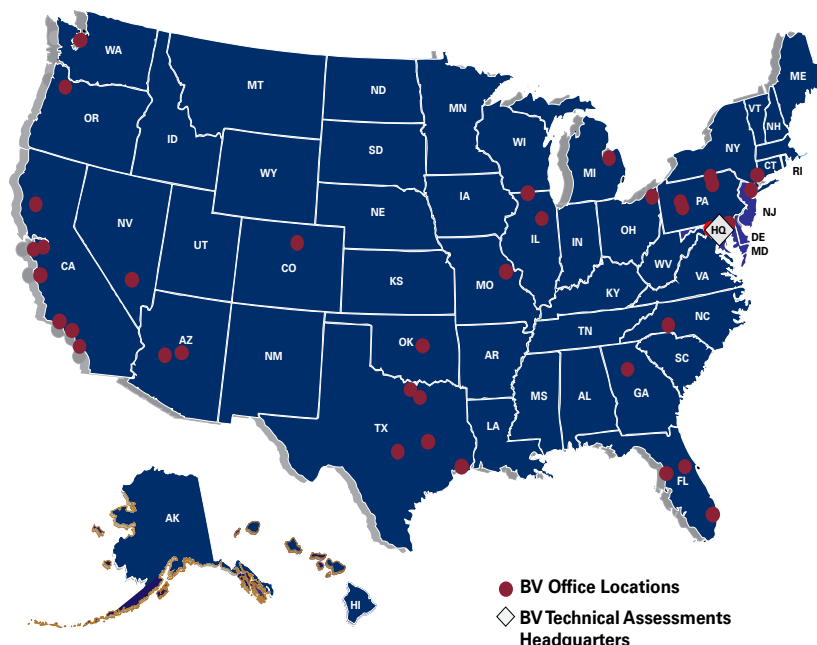
**BUREAU
VERITAS**

What We Do



Company Information

Name of Company:	Bureau Veritas Technical Assessments LLC
Year Founded:	Parent 1828; Division 1986
Headquarters:	10461 Mill Run Circle, Suite 1100 Owings Mills, MD 21117
Primary Contact:	Matthew Munter Executive Vice President
Telephone:	(240) 418-7443
Email:	Matthew.Munter @bureauveritas.com
Website:	bvna.com



PROOF OF ERRORS AND OMISSIONS INSURANCE AND COVERAGE AMOUNT

Proof of BVTA's Errors and Omissions Insurance and Coverage Amount is provided in the Insurance section of this proposal on Pages 38-40.

PROJECT APPROACH



PROJECT APPROACH

BVTA understands that the **Facility Condition Assessment** (FCA) project with the City of La Crosse (City) will:

- Include a comprehensive assessment of all sites, buildings, building systems, and infrastructure.
- Follow ASTM E2018-15 Standard Guide for Property Condition Assessments, as applicable.
- Determine the present condition and estimated life expectancy of various building systems and components.
- Identify and document present condition of all physical assets including grounds, facilities, and infrastructure.
- Recommend corrections for all deficiencies and provide cost estimates for corrections.
- Prioritize and categorize deficient conditions, associated corrective actions, and information concerning building systems and deficiency categories.
- Establish anticipated renewal and replacement costs for the various systems and components.
- Result in strategic plan for capital repairs, lifecycle component replacement, and building modernization.
- Calculate the Current Replacement Value (CRV) and Facility Condition Index (FCI) for each facility.
- Collect Equipment Inventory data for Client properties
- Establish a protocol for facility condition data to migrate/transfer to a CMMS/IWMS system.
- Prepare a Preventive Maintenance Plan for assets to uploaded to CMMS system.

We understand that a key factor to performing FCAs is the evaluation of physical needs and accurate forecasting for capital repair and replacement budgets. Pre-emptive measures to manage maintenance budgets and programs are essential in ensuring the elimination of potential issues, which can range from deferred maintenance, or premature replacement of building systems that can prove costly.

DATA GATHERING AND INTERVIEW

Our project plan details distinct phases of the project. During each phase, we will require coordination and support from the City's facility management.

Data Gathering Phase – BVTA will need the support of staff who can provide us access to drawings and records. The following is a typical list of exhibits requested.

- Inspection reports (sewer, boiler, chiller, etc)
- Building systems Maintenance Records
- Maintenance policy documentation
- Owner elected repair list (if available)
- Original building plans (can be viewed on-site)
- Capital expenditure schedules (prior or planned)
- Fire protection / life safety plans

- Rehabilitation budget and scope (draft or final)
- Certificates of occupancy / facility license
- Prior assessments
- Site plan / floor plans
- Accessibility transition plans / studies
- CMMS / IWMS data set

In addition to the drawings and records, we will supply a pre-survey questionnaire for each facility or site. Our expectation is that someone with knowledge of maintenance and operations of the facility will complete this survey and be prepared to discuss it with us while on-site.

Site Phase – BVTA will need support in the form of escorts while in the facilities to help us access mechanical areas, to discuss with us any known issues in the facility, and to answer other technical questions.

Report Review Stage – BVTA will provide a complete deliverable for each building.

CLIENT COORDINATION

Project Director – BVTA will become familiar with the City's existing Project Directory - property list and contact directory for each location. We will contact or interview the facilities contacts as part of our process to determine current use requirements and priority of properties based on agency goals.

Facility Access – Working with the City, we will develop procedures to gain Facility Access. Our visits will be coordinated and pre-approved by the City prior to the visit. We will work with the City to establish a protocol that will ensure that our activities will have minimal disruption to the operation of each facility and will maintain a safe work environment.

TEAM COMPOSITION

The project will be managed by a Program Manager who will be your single point of contact. Reporting to the Program Manager will be several Project Managers who are architectural and engineering subject matter experts (SME) in the evaluation of building systems and generating the reports. We evaluate the building portfolio to determine which team members will be assigned to particular sites. Larger or more complex sites will have both an architect and an engineering SME. Smaller or simpler buildings will have a single SME field assessor that understands all building systems.

TECHNICAL APPROACH

Prior to assessments beginning, BVTA will conduct a Kick-Off Meeting to review requirements and to consolidate exhibits such as drawings and prior completed reports.

During the term of the project, BVTA will conduct regular Progress Meetings to maintain open communication with the entire project team and the City. BVTA will lead with an agenda that includes a focus on work plan, schedule, and project needs. This will permit the opportunity to proactively address challenges encountered, so that course adjustments may be made. Each meeting will conclude with task assignments, schedules, and goals to be met. BVTA will provide the City with a written status report that tracks and monitors the progress of the assessments against the schedule submitted.

BVTA has allocated time for regular teleconference meetings and the following meetings: Kick-Off Meeting (teleconference) and a Final Findings Presentation meeting. Any additional in-person meetings will be on a time and expense basis.

FIELD ASSESSMENTS

The Assessment Team will conduct a walk-through survey of the facility and site to observe systems and components, identify physical deficiencies, and formulate recommendations to remedy the physical deficiencies.

As a part of the walk-through survey, the Team will survey 100% of each facility. BVTA will survey the exterior and grounds, including the building exterior, roofs, sidewalk/pavement, and recreational/other areas as applicable. They will interview the building maintenance staff about the property's historical repairs and replacements and their costs, level of preventive maintenance exercised, pending repairs and improvements, and frequency of repairs and replacements. The Assessment Team will develop opinions based on their site assessment, interviews with the City's building maintenance staff, and interviews with relevant maintenance contractors, municipal authorities, and experience gained on similar properties previously evaluated.

The Team may also question others who are knowledgeable of the property's physical condition and operation or knowledgeable of similar systems to gain comparative information to use in evaluation of the subject property.

The Assessment Team will review documents and information provided by the City's maintenance staff that could aid the knowledge of the property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions.

The facility condition assessment will include the City-identified assets and will focus on the following facility and site systems and components:

Site + Infrastructure

- Topography: Observe general topography and note any unusual or problematic features or conditions observed or reported.
- Paving, Curbing, and Parking: Identify material types of paving and curbing systems at the property.
- Bridge and Road: Identify the material types and general condition of internal roads, medians, slopes and bridge crossing.
- Flatwork: Identify material flatwork at the property (sidewalks, plazas, patios, etc.).
- Landscaping and Appurtenances: Identify material landscaping features, material types of landscaping (fences, retaining walls), and site appurtenances (irrigation systems, fountains, lighting, signage, ponds).
- Utilities: Identify type of material utilities provided to the property (water, electricity, natural gas); and assess condition, physical deficiencies, life cycle repair, and replacement issues.

Recreational Facilities:

- Identify any material on-site recreational facilities such as athletic fields, swimming pools, spas, tennis or basketball courts, jogging or bicycle paths, etc. Observe the general conditions and note any reported physical deficiencies or any unusual items or conditions observed or reported.

EV Charging Stations:

- With information provided by the client document the payment software providing access to the charging station, if any.
- Identify the power source for the EV charging station and if possible, determine if the power used is billed to a client electrical meter.
- Determine the age of the equipment and review for deterioration from weather and use. Identify the remaining useful life of the charging station equipment and the cost to replace the equipment.

- Review the signage, paving and surface materials around the charging stations for deterioration.

Structural Frame + Building Envelope

- Identify material elements of the structural frame and exterior walls, including the foundation system, floor framing system, roof framing system, facade or curtain-wall system, glazing system, exterior sealant, doors, commercial overhead doors, sliders, windows, and stairways, etc.
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Observations may be subject to grade, and rooftop vantage points.
- Visually inspect observable areas for cracking and moisture infiltration as well as areas of apparent foundation settlement and displacement.
- In the event more information or exploratory testing is required, in order to provide remedial measures, the report may include recommendation for additional investigative testing (Tier 1 or Tier 2).

Wall Evaluation

- Photograph elevations and details both from internal and external vantage points, as well as from adjacent structures where possible.
- Observe representative operable and fixed panels on all facades, operating a representative sample of units to assess hardware and visually inspect exterior conditions and condition of waterproofing seals.
- Assess curtain wall condition to determine water infiltration, damage, caulk degradation, metal panel degradation, stone degradation and anchoring, and other related curtain wall issues.

Curtain Wall – As Required

- Review curtain wall condition and a sampling of fixed panels on facades to assess hardware and visually review exterior conditions and the condition of waterproofing seals, where accessible without the use of lifts, ladders, scaffolding, suspension devices, or the like; may include observations from internal and external vantage points, as well as adjacent structures. Observations are limited to grade and may include accessible balconies or rooftop vantage points.
- Review provided drawings and records of repair, replacement, and maintenance of framing and glazing.

Roofing (Non-Invasive Visual)

- Identify material roof systems (roof type, reported age, slope, drainage) and any unusual roofing conditions or rooftop equipment.
- Observe general conditions of the roof system (membranes, attachment methods, flashings, counter flashings, pitch pans, gravel stops, parapets, miscellaneous appurtenances, insulation).
- Observe for evidence of material repairs, significant ponding, or evidence of material roof leaks. Note if a roof warranty is in effect. Note any physical deficiencies identified or unusual items observed or reported.
- Identify material rooftop equipment or accessories (antennas, lightning protection, HVAC equipment, solar equipment). Include any material problems reported.
- BVTA understands that the City will provide OSHA compliant ladders, lifts and/or scaffolding (depending on roof type) so that the Project Manager may safely access roof areas. If requested, BVTA can provide a quote for lift and/or ladder access as needed. Observations will be limited to readily accessible areas.

Plumbing

- Identify material plumbing systems at the property including domestic water supply, sanitary sewer, or any special or unusual plumbing systems (such as water features, fuel systems, gas systems, etc.).
- Identify type and condition of restroom fixtures, drinking fountains and/or other plumbing equipment.
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Include any reported material system inadequacies.

Heating

- Identify material heat generating systems at the property.
- Observe general conditions, identify reported age of the equipment, note past material component replacements/upgrades, note apparent level of maintenance, and identify if a maintenance contract is in place. If heating equipment is not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
- Identify and observe any special or unusual heating systems or equipment present (fireplaces, solar heat, etc.) and note any reported material problems or inadequacies.

Air-Conditioning + Ventilation

- Identify the material air-conditioning and ventilation systems at the property. Include material equipment such as cooling towers, chillers (type of refrigerant used), package units, split systems, air handlers, thermal storage equipment, etc.
- Identify material distribution systems (supply and return, make-up air, exhaust) at the property.
- Observe general conditions, identify equipment reported age, note past material component upgrades/replacements and apparent level of maintenance, and identify if a maintenance contract is in place (contractor name). If AC and ventilation systems are not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Additionally, include any material reported system inadequacies or operating deficiencies.
- Identify and observe any special or unusual air-conditioning and ventilation systems or equipment (cold storage systems, special computer cooling equipment, etc.) and note any material reported problems or system inadequacies.

Electrical

- Identify the electrical service provided and distribution system at the property.
- Include material switchgear disconnects, circuit breakers, transformers, meters, emergency generators, general lighting systems, and other such equipment or systems.
- Observe general electrical items (distribution panels, type of wiring, energy management systems, emergency power, lightning protection).
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Also, note the presence of any special or unusual electrical equipment, systems, or devices at the property, and include reported material problems or system inadequacies.

Life Safety + Fire Protection

- Identify material life safety/fire protection systems at the property, including sprinklers and stand pipes (wet or dry), fire hydrants, fire alarm systems, water storage, smoke detectors, fire extinguishers, emergency lighting, stairwell pressurization, smoke evacuation, etc.

- Observe general conditions and note any material physical deficiencies identified or unusual items or conditions observed or reported including any reported system inadequacies.

Elevators + Vertical Transportation

- Identify vertical transportation systems at the property. Include the equipment manufacturer, equipment type, location, number, capacity, etc.
- Observe elevator cabs, finishes, call and communication equipment, etc.
- Identify the company that provides elevator/ escalator maintenance at the property. Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed or reported including any reported material system inadequacies.
- Out of Scope Issues: Performing any calculations, examination of operating system components such as cables, controller, motors, etc.; entering elevator/ escalator pits or shafts.

Interior Elements

- Identify offices, special use areas, and building standard finishes, including flooring, ceilings, walls, etc. Furnishings and fixed components will be reviewed and included in the cost estimate tables for replacements. BVTAs will identify material building amenities or special features.
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed or reported.

Food Service Spaces and Equipment

- Assess all food service equipment and spaces (kitchen, cafeteria, dining, serving areas). Food service equipment (fixed equipment) will be evaluated for adherence to life/ safety code and ventilation requirements as well for condition and capital replacement.

Special Systems and Equipment

- Include all special systems and equipment, such as Emergency Medical Systems (EMC), chillers, radio towers, equipment lifts, chair lifts, chemical storage or treatment areas, storage tanks, dumbwaiters, vaults, public address systems, and telephone systems.

Expanded Accessibility Compliance

- Provide a general statement of the subject building's likely compliance to the Americans with Disabilities Act to help identify whether Client may be exposed to issues and whether there is the need for further review.

- We use an ADA Compliance checklist compliant with ASTM E2018-15.
 - BV will perform a limited visual assessment of interior and exterior elements that could present external or internal barriers to accessibility by disabled persons.
 - A more detailed ADA evaluation or transition plan is available as an additional service.

Energy Conservation Analysis

- Consider energy conservation savings when making repair or replace recommendations and include these projects in the project prioritization.
- Able to provide an Energy Audit (ASHRAE Level I, II, or III) or Benchmarking (EnergyStar) services as an additional service.

Exhaust Collection Systems (Fire Stations)

BV will verify existence of any exhaust collection systems in the apparatus bays. If a system is present, BV will conduct a carbon monoxide (CO) measurement at each exhaust collection system. If the apparatus bay shows evidence of irregular CO/CO2 levels, we will recommend additional testing from an industrial hygienist to determine levels of VOCs, NO2, SO2, CO and diesel exhaust particulates. Additional testing will verify performance standards with fire apparatus idling in bays, on the tarmac, and entering/exiting bays as would occur during normal station operation.

RANKING AND CLASSIFICATION

Based upon our observations, research and judgment, along with consulting commonly accepted empirical Expected Useful Life (EUL) tables; BVTa will render our opinion as to when a system or component will most probably necessitate replacement.

Accurate historical replacement records provided by the facility manager are typically the best source for this data.

Exposure to the weather elements, initial system quality and installation, extent of use, the quality and amount of preventive maintenance exercised are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its effective age.

CONDITION RANKING OF BUILDING SYSTEMS / EQUIPMENT

BVTa can rate the condition of each facility with the below rating system, or another City-specified scale:

- 5 Excellent** – No visible defects, new or near new condition, may still be under warranty if applicable

- 4 Good** – Good condition, but no longer new, may be slightly defective or deteriorated, but is overall functional
- 3 Adequate** – Moderately deteriorated or defective, but has not exceeded useful life
- 2 Marginal** – Defective or deteriorated in need of replacement; exceeded useful life
- 1 Poor** – Critically damaged or in need of immediate repair; well past useful life

BVTa can also include alternative categories to rank and weight priorities as required by the City, such as functional deficiencies, aesthetics, time-based urgencies, and other mission critical factors.

PRIORITY CLASSES

The analysis will include all cost observations be ranked by Priority Classes. The five classes below are typical but can be altered to meet your specifications and needs:



DEFICIENCY CATEGORIES (UNIFORMAT)

The deficiencies observed will be classified into categories such as those below using the Uniformat System (Level 4):

- A10 Foundations
- A20 Basement Construction
- B10 Superstructure
- B20 Exterior Enclosure
- B30 Roofing
- C10 Interior Construction
- C20 Stair
- C30 Interior Finishes
- D10 Conveying
- D20 Plumbing
- D30 HVAC
- D40 Fire Protection
- D50 Electrical
- E10 Equipment
- E20 Furnishings
- F10 Special Construction
- F20 Selective Building Demolition

EQUIPMENT AND ASSET INVENTORY

During the assessment, each field team will be responsible for collection and storing all of the inventory and condition assessment data in an electronic format that is readily transferable to a standardized CMMS system.

Bureau Veritas will collect information on the major pieces of facility equipment. Specifically, the data collection will focus on the following components:

HVAC (level of detail for which Preventive Maintenance would be performed)

- Heating System
 - Identify boilers, furnaces, unit heaters and major labeled equipment.
- Ventilation System
 - Identify the major labeled equipment; exhaust hoods, fans.
- Air Conditioning System
 - Identify the material air-conditioning components, including cooling towers, compressors, chillers, package units, roof top units, split systems and major labeled equipment. Excluded are window units, terminal units, VAV boxes, thermostatic controls.

Electrical

- Major panels only-for identification to track maintenance.
- Transformers
- Switchgear

Equipment

- Building Automation System

Healthcare FF&E (no rolling stock)

- Hospital Beds
- Television Sets/Fixed Monitors
- Bedside Tables
- Lobby/Waiting Room Furniture
- Office/Conference Room/Nursing Station Furniture
- Cafeteria/Breakroom Furniture
- Patient Room Furniture
- Chairlifts
- Privacy Curtain
- Fixtures (over \$500)
- Healthcare Systems
- Nurse Call Stations
- Safety Showers/Eyewash Stations
- Pneumatic Tube Systems
- Medical Air Compressor Units
- Medical Air Vacuum Units
- Incinerators
- Steam Sterilizers
- Ultrasonic Cleaner

Plumbing

- Pumps external to HVAC systems
- Domestic Hot Water heaters over 80 gallons
- Other major labeled equipment.

Commercial Kitchen- major equipment (above approximately \$2000 value)

- Walk-in freezer and refrigerator equipment
- Ovens, stoves, broilers, grills
- Reach-in refrigerators and freezers
- Dishwashers
- Fryers

Vertical Transportation (if applicable)

Life Safety/Security

- High Level (system level) only-for identification to track maintenance
 - Alarm Panels
 - Emergency generators
 - Exhaust hood fire suppression

Where appropriate, the following data will be collected for each component:

- Location data by floor and room
- Model
- Serial Number
- Manufacturer
- Manufactured Date
- Capacities
- Date placed in service (provided by Client)
- Inventory tag number (barcoded tag directly attached to the component, or to an attached tag)
- Voltage durable barcode or QR code tag to be attached to each piece of equipment.

OPTION: BARCODING / QR CODING

For the above referenced equipment, BV will apply a durable barcode / QR code with a unique number for use as an identifier in the CMMS system. We will use a vinyl tag for indoor applications, and a durable foil tag for outdoor use. Barcode / QR code numbers will be recorded in the database and all future work orders etc., and can be tied back in to a single piece of equipment or system. The cost of Barcoding / QR coding will add 1.5 cents per square foot to the project.

PREVENTATIVE MAINT. SCHEDULES SERVICE

BV will provide preventive maintenance (PM) schedules for the equipment listed in the equipment inventory provided by client. Preventive maintenance schedules will include the following information:

- Safety precautions specific to the recommended PM instructions
- Description of tools required for recommended PM instructions. Tool list will not be exhaustive but identify common tool sets and specialty tools required for tasks.

Recommended preventive maintenance instructions and frequencies specific to the equipment classification and type. PM instructions are based on the following sources:

- Prevailing national standards
- Survey of Common Manufacturers recommendations
- Industry best practices
- Estimated labor hours required to complete each PM work order

BV will provide the PM schedules in spreadsheet format suitable for upload into clients CMMS. Spreadsheet will also contain analysis of PM labor hour requirements for use by client for planning purposes. BV will review PM schedules with client and adjust frequencies and start dates as required to meet clients' needs and match available resources.

COST ESTIMATING

BVTA's cost estimating database is comprised of RS Means data and further customized with proprietary cost tables developed by BVTA, based on historical and localized actual costs. BVTA maintains and updates our Unifomat-based cost estimating system with information received from the field. Through construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This data allows us to calculate costs based on local conditions to maintain a cost database that is typically more current than RS Means' models.

Each report will include a Capital Needs Analysis including an estimated cost for each system or component repair or replacement anticipated during the evaluation term. The report will provide options for repair of the deficiency, and the capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item.

A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair, but may at the City's option, also include project management, construction, and design fees derived using actual costs from previous projects. After determining these costs, we will confirm these costs with the City Staff.

ENERGY AUDIT

The proposed Energy Audit consists of an on-site assessment to verify the current conditions, itemize the energy consuming equipment (air conditioning, fans, and blowers) as to what was identified during the previous audit; review lighting systems both exterior and interior; review appliances; and review efficiency of all such equipment. Bureau Veritas will consider structural elements (building envelope) for energy efficiency. Recommendations will be made on implementing cost-saving ECMs. We will estimate the projected payback period on each energy-saving recommendation and prioritize accordingly.

Prior to conducting the Energy Audit, Bureau Veritas proposes to complete a Historic Energy Consumption Analysis and Energy Benchmarking, including completing the following tasks for the facility:

- Obtain and review the previous 12-24 months of utility bills including electricity, and natural gas;
- Establish base year consumption and review base year costs and utility rates; and
- Enter utility data into ENERGY STAR Portfolio Manager energy benchmarking system.

Bureau Veritas will collect and analyze the utility data for the properties for the past 12-24 months, and review the prior property condition assessment or applicable engineering study. Bureau Veritas will interview Facility Engineers with knowledge of the properties, notably building systems and components, in order to provide a general overview of the facilities and to identify opportunities for energy cost savings.

Following the benchmarking study, Bureau Veritas will conduct detailed energy audits of all facilities listed in the RFP. This includes detailed on-site survey/energy audit and engineering analysis of building systems, building simulations using in-house developed spreadsheet method, and analysis of savings with estimated installed costs and paybacks.

The energy audit will mainly consist of the following:

- Building envelope inspection including doors and windows for type of glass, insulation level and shading factor, weather sealing, walls and roof for insulation, cracks, and missing weather seals to identify energy loss.
- Detailed inventory of all HVAC equipment, boilers, furnaces, air conditioning equipment, chillers, pumps, fans, motors, lighting, and irrigation systems serving the buildings.

- Energy metering system review and evaluation of potential for sub meters, as applicable.
- Audit of HVAC systems, evaluation of piping for leaks, and insulation upgrades evaluation of chemical treatment of water, blow-down frequency, and condensation of system performance survey of steam traps heat exchangers and identification of opportunities for heat recovery.
- Review of current O&M procedures, and recommendations to optimize maintenance.
- Photometric analysis of light levels in all spaces.
- Development of a detailed lighting schedule with opportunities for improvement through replacing T12 light fixtures with Super T8s/T5, magnetic ballasts with electronic ballasts; and identification of opportunities for de-lamping through measured lumen levels.
- Recommendations for motion/occupancy sensors for low traffic and sporadic occupancy areas, and photo sensors for areas with adequate day light; and recommendations for bi-level and tandem ballasts.
- Evaluation of chilled water systems; performance evaluation of chilled and condenser water production, and cooling load/demand; and calculation of operating kW/ton and identification of opportunities to optimize/improve performance.
- Survey, record, and evaluation of the EER/SEER of the window and split unit air conditioners serving the buildings and other areas, to identify opportunities to replace older units with Energy Star alternatives; and identification of opportunities for centralized systems.
- Evaluation of the efficiency, sizing, and performance of all motors and pumps in the entire facility, and identification of opportunities for variable frequency drive (VFD) controls.
- Audit of air handler performance throughout the buildings, air distribution ducting, and potential for VFD control of supply and return fans in variable air volume (VAV) systems.
- Evaluation of existing (or potential for new installation of) EMSs.
- Audit of all water using equipment and identification of opportunities for upgrades with water-efficient fixtures.

Bureau Veritas will perform a comprehensive analysis of the building systems, and make recommendations on all identified ECMs with detailed cost estimates and cost savings. We will perform an SIR analysis in addition to the simple payback method, based on Present value (Pv) of the recommended improvement, and rank all projects based on both simple payback as well as SIR. A life cycle cost (LCC) analysis will also be performed in addition to the payback analysis.

Bureau Veritas will perform building simulations using an in-house developed spreadsheet method that take into consideration the manufacturer rated efficiency, equipment age, existing maintenance practices, local heating/cooling degree-days and building envelope composition to compute the potential energy savings from the proposed ECMs. The generated savings are further discounted to account for interactivities among multiple measures and projects' net resulting energy savings by taking into consideration the building orientation, dynamic heat gains and losses, weather, and architectural effects.

Bureau Veritas will analyze opportunities for energy conservation for each development including, but not limited to:

- Envelope upgrade and weather sealing, additional insulation, and minimization of heat loss.
- Improvements to the energy performance of windows and doors through storm windows/doors, window shading films, or replacement with high performance alternatives.
- Retrofits to old lighting with energy efficient light fixtures and controls.
- Upgrades to older appliances with new Energy Star appliances.

- Implementation of smart strips to control electronics and entertainment devices.
- Upgrades to older HVAC systems with high efficiency units.
- Improvements to pipe or duct insulation and leak reduction.
- Implementation of programmable or smart thermostats to avoid unnecessary heating.
- Identification of water conservation opportunities (low-flow aerators for break rooms and bathroom sinks, and toilets).
- Identification of alternate sources of energy (conversion of electric to natural gas based on cost feasibility).
- Identification of all potential energy grants and incentives in the form of rebates from local utilities and other Federal and District of Columbia entities for energy upgrades.
- Identification of opportunities for distributed generation and cogeneration based on coincidental electrical and thermal loads for each development.
- Identification of opportunities for renewable energy systems (solar photovoltaic and solar hot water).

Examples of field tools used to perform Energy Audits



RELEVANT MUNICIPAL EXPERIENCE



**BUREAU
VERITAS**

PROJECT PROFILE

CITY OF DETROIT

FACILITY CONDITION ASSESSMENT, ENERGY AUDIT

Bureau Veritas Technical Assessments LLC (BVTA) was selected by the City of Detroit to provide facility condition assessments of City-maintained properties. The assessment included thorough examination and lifecycle assessment of the buildings, property, and major systems including structural, building envelope, plumbing, mechanical, electrical, roofing, interior finishes, and ADA compliance. This project included fire stations and training facilities, police stations and other police facilities, courts, detention centers, libraries, recreation centers, parks and playgrounds, amphitheatres, golf courses, greenhouses, ice rinks, museums, a historic fort, clinics and comfort stations, the City's airport, marinas and boat ramps, animal control, road maintenance facilities, horse stables, garages, power plants, cemetery, and other municipal facilities.

BVTA completed a comprehensive reserve schedule to help in the budgeting and replacement of assets as needed over the next 20 years. The project prioritized capital improvement projects, repairs, replacements, and maintenance, in order to help the City prioritize needs over the next 3 to 5 years.

The City also selected BVTA to perform a comprehensive Energy Sustainability Audit to assist the City in developing a plan to reduce its carbon emissions by 35% by 2024. The energy sustainability audit consisted of benchmarking 190 buildings owned by the city through EPA's Portfolio Manager website, along with performing energy and water audits on 80 buildings consisting of fire stations, police stations, libraries, offices, museums, recreation centers, and golf courses. In addition to the energy assessments, BVTA also assisted the City in developing the retro-commissioning plan to bring the buildings back to its design state along with completing Solar Photovoltaic Feasibility study on 90 of its buildings. BVTA was able to identify over 700 non-renewable energy and water savings measures resulting in a projected annual savings of approximately 6,000MTCO₂ emissions along with another 5700MTCO₂ emission reductions through proposed installation of rooftop Solar PV arrays.

LOCATION

Detroit, Michigan

SERVICE

Facility Condition Assessment
Energy Audit

SIZE

8.3 MM SF
130 Facilities

FACILITY TYPE

City Hall & Administrative Offices
Recreation Centers & Parks
Golf Courses & Ice Rinks
Parking Structures
Fire & Police Facilities
Detention Centers & Courthouses
Clinics & Comfort Stations
Libraries
Museums & Historic Sites
Aquarium & Zoo
Airport
Marinas & Boat Ramps
Garages & Maintenance
Public Works & Power Plants

REFERENCE

LaJuan Counts
City of Detroit
2 Woodward Avenue, Suite 1100
Detroit, MI 48226
(313) 224-4614
counts1@detroitmi.gov



**BUREAU
VERITAS**

PROJECT PROFILE

CHICAGO PUBLIC SCHOOLS

FACILITY CONDITION ASSESSMENT, SPACE PLANNING

Chicago Public Schools (CPS), the fourth largest school district in the US, awarded Bureau Veritas Technical Assessments LLC (BVTA) a contract to conduct Facility Condition Assessments on 650 schools totaling 57 million square feet.

BVTA conducted detailed assessments of these school facilities of which the results were used to inform and prioritize the annual, five and ten-year capital improvement budgets for the district. CPS' portfolio includes conventional K-12 public schools and non-CPS charter schools that were subject to the assessment.

This project involved collection of facility condition, program and space data and populating that data into a third party platform through a remote interface that synced data directly into the CPS database.

Managing the field assessments from CPS' headquarters, BVTA deployed two field teams of architects and engineers simultaneously. The field teams utilized tablet computers populated with CPS' Facility Assessment Cost Tracking System (FACTS) to collect data for each school.

Four separate focus areas of data were populated:

- Building Form
- Classroom Space and Ed Spec Parameters
- ADA
- Assessment

Developed by CPS to have a consistent and comprehensive way to determine capital need, FACTS analyzes the field data which is used to create a Capital Plan.

LOCATION

Chicago, IL

SERVICE

Facility Condition Assessment Program and Space Needs

SIZE

650 Schools
57MM SF

SOFTWARE INTEGRATION

Legacy Custom CPS FACT Database

FACILITY TYPE

K-12 Schools

REFERENCE

David Favaro
Chicago Public Schools
42 West Madison Street
Chicago, Illinois 60602
(773) 553-3203
dffavaro@cps.edu



**BUREAU
VERITAS**

PROJECT PROFILE

CHILDREN'S HOSPITAL OF WISCONSIN

DATA GATHERING AND EQUIPMENT INVENTORY

Bureau Veritas Technical Assessments LLC (BVTA) completed an equipment inventory for both Children's Hospital of Wisconsin's campuses; one near Milwaukee and the other near Green Bay. BVTA assembled a team of professional engineers to evaluate all HVAC and mechanical equipment and components at the facility. DudeSolutions provided a Computer Maintenance Management Software (CMMS) that Hospital management and facilities department will utilize for Capital Planning and Maintenance.

BVTA performed a detailed mechanical equipment evaluation, developed and delivered a fully populated CMMS database containing facility equipment. The assessment included an evaluation of electrical equipment, mechanical and plumbing systems, as well as medical related mechanical serviceable equipment. BVTA created a preventative maintenance schedule which is utilized to plan and maintain serviceable building and HVAC equipment or components.

All data and information gathered during the evaluation was exported to DudeSolutions' MaintenanceEdge® module computerized Maintenance Management System (CMMS).

LOCATION

Milwaukee & Neenah, WI

SERVICE

Data Gathering
Equipment Inventory

SIZE

1.7M SF

FACILITY TYPE

Hospital



**BUREAU
VERITAS**

PROJECT PROFILE

CITY OF FERNDALE

FACILITY CONDITION ASSESSMENT AND ENERGY AUDIT

BV performed the City of Ferndale's first ever assessments to help plan for the future of their building portfolio. The City engaged with BV to help get an understanding of their current needs, as well as to create a 5 to 10 year plan centered around efficient use of space. BV's assessments will help determine which buildings will require updating, renovations, or replacement.

BV understood that a key factor in performing FCAs for the City was the evaluation of physical needs and accurate forecasting for capital repair and replacement budgets. Pre-emptive measures to manage maintenance budgets and programs are essential in ensuring the elimination of potential issues, which can range from deferred maintenance, or premature replacement of building systems that can prove costly.

During the Facility Assessments, BV included an Energy Efficiency review of the buildings' construction features, historical energy and water consumption and costs, review of the building envelope, HVAC equipment, heat distribution systems, lighting, and the buildings' operational and maintenance practices. These findings were integrated into the facility assessment data by reviewing traditional and green alternatives for the replacement of assets. A payback analysis was evaluated to determine if energy conservation measures were practical.

Additionally, BV conducted a space utilization and occupancy survey that provided an overall understanding of how spaces were being used throughout each facility. This data allows the City to evaluate and manage their facilities and determine the most appropriate use of each space to align with the City's goals. In addition to providing best use practices from similar facilities, BV also made recommendations to optimize space use based on the prioritizations discussed between the City department directors and BV.

The general mission was to identify and provide recommendations for optimizing buildings areas that are underutilized or that can be better utilized. Space utilization and occupancy was determined by the needs, mission, and intentions of the City departments. The City will use this information to identify specific functional spaces by size and design.

LOCATION

Ferndale, MI

SERVICE

Facility Condition Assessment
Space Analysis
Energy Audit

SIZE

2 MM SF
73 Buildings

FACILITY TYPE

City Hall
Public Works
Police and Fire Stations
Storage Garages
Community Center
Parks Buildings
Museum

REFERENCE

James Jameson, Facilities
Manager
City of Ferndale
521 E. Cambourne Street
Ferndale, MI 48220
(743) 383-3328
jjameson@ferndalemi.gov



PROJECT PROFILE

HOUSING AUTHORITY OF MILWAUKEE

GREEN PHYSICAL NEEDS ASSESSMENT, ENERGY AUDIT

Bureau Veritas Technical Assessments LLC (BVTA) was contracted to provide green physical need assessments for the Housing Authority of the City of Milwaukee (HACM). The Authority is one of City of Milwaukee’s largest landlords and manages more than 5,000 units of housing ranging from one to six bedroom units for families, elderly, and the disabled. Approximately 4,000 housing units are public housing units subsidized by the US Department of HUD, and the remaining 980 units are affordable housing units that do not receive any subsidy. In addition to the assessment, BVTA worked with the HACM’s management and staff to develop a 5-Year, 10-Year and 20-Year Plan. BVTA presented the plans to Executive Management at the closeout meeting.

BVTA reviewed existing documentation, interviewed existing HACM staff and conducted the on-site, non-invasive, physical needs assessments in adverse weather conditions. BVTA provided the HACM with a comprehensive database describing their developments, materials, condition, and improvements needed, and prepared HUD form 52832 for each residential development. BVTA was later engaged to provide further assessments in order to segregate the units further while maintaining the representative sample size.

BVTA identified more than \$18 million of Priority 1 needs for the HACM’s facilities, and provided sound justification for future demolition of one of the residential towers. Additionally, BVTA provided and presented several funding scenarios used by the HACM as a reference for future discussion.

LOCATION

Milwaukee, WI

SERVICE

Green Physical Needs Assessment
Capital Planning
Energy Audit
Software Database
Development

SIZE

5,141 Units

FACILITY TYPE

Housing

REFERENCE

David Flores
Housing Authority of the
City of Milwaukee
809 North Broadway
Milwaukee, WI 53202
(414) 286-5892
david.flores@hacm.org

REFERENCES

REFERENCES

- **City of Detroit**

LaJuan Counts
2 Woodward Avenue, Suite 1100
Detroit, MI 48226
Tel: (313) 224-4614
Email: countsl@detroitmi.gov

- **Chicago Public Schools**

David Favaro
42 West Madison Street
Chicago, Illinois 60602
Tel: (773) 553-3203
Email: dffavaro@cps.edu

- **City of Ferndale**

James Jameson, Facilities Manager
521 E. Cambourne Street
Ferndale, MI 48220
Tel: (743) 383-3328
Email: jjameson@ferndalemi.gov

- **Housing Authority of the City of Milwaukee**

David Flores
809 North Broadway
Milwaukee, WI 53202
Tel: (414) 286-5892
Email: david.flores@hacm.org

PROJECT TEAM SUMMARY

G. PROJECT TEAM

Bureau Veritas' Team includes Professional Engineers and Energy Managers with an average of over 20 years of relevant experience. These professionals develop and write the assessment report and coordinate logistics and document collection for each assessment. Bureau Veritas also has an internal information technology group that supports the development of field data collection programs and client database applications.

Mr. Matthew Munter, PE | Project Executive

Mr. Munter will oversee all contractual aspects of the project and will be available to meet with the City for the duration of the project on an as-needed basis. He will have primary responsibility for defining the scope of engagement, and will meet regularly with Bureau Veritas' Program Manager and Assessment Team to assure that the City's needs are being met, and that the project is adequately staffed, running smoothly, and on schedule.

Mr. Andrew Hupp | Program Manager

The County will have a primary point of contact in Mr. Chabukswar throughout the duration of the project. Mr. Chabukswar will be responsible for the overall team performance and delivery of the overall project. He will work with the Assessment Team and the County to assure project success. He will conference with the County on an agreed-upon basis, and will be responsible for delivering assessment results, and for working with County Staff to develop the implementation plan based on the results.

Dr. Bill Champion, PE | Quality Assurance Manager

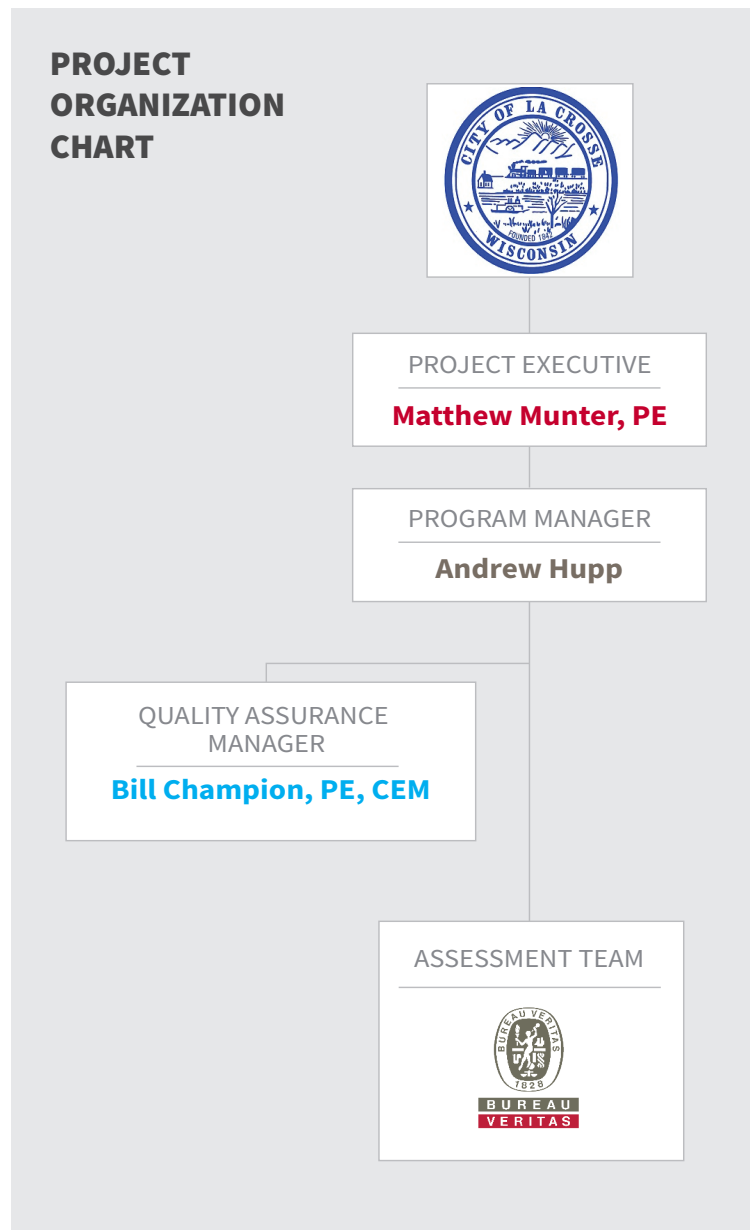
Mr. Champion will oversee the project, assuring technical, process, and content quality. He will have direct management responsibility for all technical personnel, which will allow for quick and effective implementation of quality assurance measures both at inception and throughout the duration of the project.

Assessment Team

The Assessment Team is comprised of professional architects, engineers, and energy managers having direct experience in conducting Facility Condition Assessments and Energy Audits. They will observe and describe building systems and components, identify physical deficiencies, and formulate recommendations to remedy the deficiencies.

Resumes

Resumes for these professionals are included on the following pages.





MATT MUNTER, PE

PROJECT EXECUTIVE

Mr. Munter is Principal and an Executive Vice President at Bureau Veritas. He has managed comprehensive architectural and engineering due diligence services for government, Higher Ed, K-12 educational, and private sector clients. As Project Executive, he is responsible for defining the scope and deliverables for the project, as well as ensuring BVTa has sufficient field resources to staff the project.

PROJECT EXPERIENCE:

City of Detroit, MI

Facility Condition Assessment

City of Columbus, OH

Facility Condition Assessment

City of Milwaukee, WI

Facility Energy Audits

City of Dearborn, MI

Green Physical Needs Assessment

Ann Arbor Public Schools, MI

Facility Condition Assessment

Bowling Green State University, OH

Facility Condition Assessment

University of Illinois at Chicago, IL

Facility Condition Assessment

Chicago Public Schools, IL

Facility Condition Assessment

City of Chicago Board of Education, IL

Facility Condition Assessment

Columbia County, NY

Facility Condition Assessment

Montgomery County, MD

Facility Condition Assessment, Energy Audit

Chesterfield County, VA

Facility Condition Assessment

City of Cambridge Public Schools, MA

Facility Condition Assessment

City of Dallas, TX

Facility Condition Assessment

YEARS OF EXPERIENCE: 30+



Education

BS, Mechanical Engineering
Clemson University

Registration

PE | Maryland | 22604

ANDREW HUPP

PROGRAM MANAGER

Mr. Hupp has been the Program Manager for government, educational, and private sector clients. He supervises teams of architects, engineers, and facility professionals in conducting facility condition assessments, physical needs assessments and energy audits. As Program Manager, he is responsible for delivering results, and is the main point of contact for the Client throughout the project.

PROJECT EXPERIENCE:

City of Mequon, WI

Facility Condition Assessment

Aspirus Health Systems Portfolio, WI

Facility Condition Assessment, Phase I ESA

City of Detroit, MI

Facility Condition Assessment, Energy Audit

City of Highland Park, IL

Facility Condition Assessment

City of Lake Forest, IL

Facility Condition Assessment

City of Yorkville, IL

Facility Condition Assessment

Village of Arlington Heights, IL

Facility Condition Assessment

Round Lake Area Schools, IL

Facility Condition Assessment

Village of Brookfield, IL

Facility Condition Assessment

State of Vermont, VT

Facility Condition Assessment

Town of Mansfield, CT

Facility Condition Assessment, Energy Audit, Facilities Master Plan

City of Columbus, OH

Facility Condition Assessment

City of Reading, PA

Facility Condition Assessment

Arlington County, VA

Facility Condition Assessment

YEARS OF EXPERIENCE: 25



Education

Bachelor of Science, Architectural Engineering, University of Cincinnati



BILL CHAMPION, PHD, PE, CEM

QUALITY ASSURANCE / QUALITY CONTROL

Mr. Champion is a Professional Mechanical Engineer, and certified Energy Manager with 28 years of experience in the government, retail, industrial, higher education, and K-12 Education industries. As Quality Assurance Manager, he is responsible for technical review of deliverables. He has extensive experience with projects of similar scope for government clients.

PROJECT EXPERIENCE:

City of Racine, WI

Facility Condition Assessment, Inventory

City of Wauwatosa, WI

Facility Condition Assessment

City of Milwaukee, WI

Energy Audit

City of Dearborn, MI

Green Physical Needs Assessment, Energy Audit

City of Chicago Board of Education, IL

Facility Condition Assessment

City of Lee's Summit, MO

Facility Condition Assessment, Preventative Maintenance

City of Dayton, OH

Facility Condition Assessment, Inventory

City of Columbus, OH

Facility Condition Assessment

City of Dayton, OH

Facility Condition Assessment, Inventory

Montgomery County, MD

Facility Condition Assessment, Energy Audit

City of Greenbelt, MD

Facility Condition Assessment, Inventory

PSEG, NJ, NY, CT

Facility Condition Assessment, Energy Audit

City of Garden City, KS

Facility Condition Assessment, Inventory

YEARS OF EXPERIENCE: 28



Education

Doctor of Philosophy, Civil Engineering, Univ of MD
MBA, University of Rochester
MS, Mechanical Engineering, State University of NY
BS, Mechanical Engineering, State University of NY

Registration

PE | MD #40120; NY #08786; DC #PE906172
Certified Energy Manager #16649



**BUREAU
VERITAS**

PAUL PRUSA, PE, LEED AP ASSESSMENT TEAM

PROJECT EXPERIENCE:

Ann Arbor Public Schools, MI
Facility Condition Assessment

City of Detroit, MI
Facility Condition Assessment

City of Chicago Board of Education, IL
Facility Condition Assessment

City of Yorkville, IL
Facility Condition Assessment

Ohio University, OH
Facility Condition Assessment

YEARS OF EXPERIENCE: 14



Education

Bachelor of Science, Mechanical Engineering
Illinois Institute of Technology

Registration

Professional Engineer | IL 062063689
LEED AP



**BUREAU
VERITAS**

RALPH MANGLASS, PE ASSESSMENT TEAM

PROJECT EXPERIENCE:

City of Wauwatosa, WI
Building Condition Assessment

Village of Arlington Heights, IL
Facility Condition Assessment

Ohio University, OH
Facility Condition Assessment

Stafford County Public Schools, VA
Facility Condition Assessment

State of Vermont, VT
Facility Condition Assessment

YEARS OF EXPERIENCE: 30+



Education

Bachelor of Science, Mechanical Engineering
Purdue University

Registration

Professional Engineer | ME 8092
Professional Engineer | MA 49751



**BUREAU
VERITAS**

JOHN McLURG, PE ASSESSMENT TEAM

PROJECT EXPERIENCE:

Housing Authority of Milwaukee, WI
RAD Physical Condition Assessment

International School of Minnesota, MN
Facility Condition Assessment, Inventory

City of Columbus, OH
Facility Condition Assessment

City of Dayton, OH
Facility Condition Assessment

City of Danbury, CT
Facility Condition Assessment

YEARS OF EXPERIENCE: 30+



Education

Bachelor of Science, Industrial Engineering
Ohio State University

Registration

Professional Engineering | OH E-49786



**BUREAU
VERITAS**

ROBERT WEIDENDORF ASSESSMENT TEAM

PROJECT EXPERIENCE:

Joliet Junior College, IL
Facility Condition Assessment

City of Milwaukee, WI
Facility Energy Audits

Stafford County Public Schools, VA
Facility Condition Assessment

Archdiocese of Chicago, IL
Facility Condition Assessment

Indian Health Centers, ID & WA
Facility Condition Assessment

YEARS OF EXPERIENCE: 30+



Education

Bachelor of Science, Mechanical Engineering, Lawrence Institute of Technology

PROJECT HOURLY BREAKDOWN AND BILLABLE RATE

PROJECT HOURLY BREAKDOWN AND BILLABLE RATE

The following table provides a breakdown of the hours required and fees for the City's project per Job Title.

	Project Executive	Program Manager	Project Manager I (PE/RA)	Project Manager II (PE/RA)	Technical Reviewer	Admin	Total
Total Hours	2	68	336	332	99	41	878
Hourly Rates	\$190	\$140	\$120	\$130	\$115	\$80	N/A
Total	\$380	\$9,520	\$40,320	\$43,160	\$11,385	\$3,280	\$108,045

The following table provides a breakdown of the fees associated with the City's project per Service.

Services	FEE (Fixed Price)
Facilities Condition Assessment	\$108,045.00
Other Direct Costs/ODCs	\$19,142.60
Lump Sum Total	\$127,187.60

BV will submit a monthly invoice inclusive of all services performed during that period. The per site fee will be established per the schedule of values provided at the program kick-off, and invoiced at the billing milestones stated below. Invoices will be payable within 30 days of receipt:

*Completion of onsite assessments: 50% of per site fee
 Delivery of Draft Reports: 45% of per site fee
 Delivery of Final Reports: 5% of per site fee*

Upon receipt of each monthly invoice, the amount due per billing milestone is fully collectible. Please forward payments to: Accounting Department, Bureau Veritas Technical Assessments LLC, PO Box 74007289, Chicago, IL 60674-7289 or contact BV-invoicing@BVNA.com to pay via credit card or to receive wiring instructions. Please ensure that BV Proposal #157113.22P or invoice number is clearly identified on all payments and correspondence for proper credit.

Please submit all draft comments to BV within 60 days of draft delivery. Unless otherwise communicated, BV will consider all drafts approved for finalization after 60 days, and the remaining balance due will be invoiced.

DELIVERABLES

DELIVERABLES

BVTA will provide an in-depth report including a description of each of the building components and systems as described in the approach sections above. Each report is organized by building system and include digital photos of major systems and components and of all deficiencies identified. Reports will include current and anticipated repairs and deficiencies, recommended repair and component life-cycle replacements, and applicable options for repair or maintenance of building components.

The Capital Needs analysis will include a cost database sorted by building system and ranked by priority for repair. The format of the database will allow for reporting by building, system, or priority for repair, and a year-by-year analysis of capital needs.

Facility Condition Index

A Facility Condition Index (FCI) will be calculated for each building. This index will be a function of required repairs compared to building replacement costs. The FCI will be generated from the data collection/capital planning database and will be updated as components age or are replaced.

Maintenance and Capital Plan

Reports will reflect a 5, 10, or 20-year capital plan based on BVTA's 20-year building system evaluation. The analysis will include a cost table sorted by building and system and ranked by priority for repair. Tables will allow for the customization of reporting and a year-by-year capital needs analysis.

The report will include:

- An Executive Summary with graphic presentation of results to provide a quick, user-friendly summary of the property's observed condition and estimated costs assigned by category. Estimated costs shall be cross-referenced to report sections and elaboration of cost issues will be presented.
- Components observed that are exhibiting deferred maintenance issues and estimates for immediate and capital repair costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last five-year periods, or currently under contract. BVTA shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff.

- Recommended schedule for replacement or repairs (schedule of priorities).
- Digital photographs for the buildings including photos of deficiencies.
- General description of the property and improvements and comment generally on observed conditions.
- Critical repairs and life safety issues separately from repairs anticipated over the term of the analysis.
- FCI number for the building.

BVTA will submit PDF draft reports electronically and once approved and finalized, a program summary report to include a roll-up of all prioritized capital needs across all facilities. All electronic copies of the report will include all text, deficiency tables, digital photos, and supporting documentation and report appendices.

Deficiency Categories / Plan Types

Each deficiency identified in the Assessment shall be classified in the following manner (or other Client defined categories):

Category 1 - Scheduled Maintenance: Maintenance that is planned and performed on a routine basis to maintain and preserve the condition.

Category 2 - Deferred Maintenance: Maintenance that was not performed when it was scheduled or is past its useful life resulting in immediate repair or replacement.

Category 3 - Capital Renewal: Planned replacement of building systems that have reached the end of their useful life.

Category 4 - Energy and Sustainability: When the repair or replacement of equipment or systems are recommended to improve energy and sustainability performance.

Category 5 - Security: When a system requires replacement due to a security risk or requirement.

Program-wide Report

In addition to each building report, BV will develop a Program-wide Report that includes a ranked system-wide Capital Plan for all facilities with programmatic conclusions and recommendations. The Program Report includes a brief narrative description of each facility/building component and system, and discusses the current, anticipated repairs, deficiencies, and of all buildings assessed. The Program Report analyses will include tables sorted by building system and ranked by priority for repair. The format of the tables will allow for the several perspectives of reporting by FCI, building, system, or priority for repair, and a year-by-year analysis of capital needs.

Energy Audit Report Deliverables

Bureau Veritas will provide a separate Energy Audit Report for each building. Each report will include the following:

- Table of Contents and Certification
- Executive Summary: Summary of findings in tabular format including installed costs, energy cost savings, and payback. The summary will also include potential percentage reduction in both energy consumption and cost compared to building baseline numbers.
- Building/Facility Overview and Existing Conditions (for each building): Overview of the facility, HVAC, and lighting systems, and construction information, maintenance practices, and expected RUL of major equipment (a photo log as an Appendix).
- USEPA Energy Star Benchmarking - Bureau Veritas will utilize Portfolio Manager, which will compare your utilization per building type with what is industry standard for similar buildings.
- Baseline/Historical Energy and Water Use and Cost/Rate Analysis (with monthly degree-days (and hourly, if available)): Based on the information gathered during the on-site assessment and the utility billing history, Bureau Veritas will conduct an analysis of the energy usage of all equipment, and identify which equipment is using the most energy and what equipment upgrades may be necessary. This will help us generate an End-Use Energy Distribution Chart that identifies energy consumption by each component. The information will further be used to identify which equipment upgrades or replacements may provide a reasonable return on investment to the GPC. The analysis for any upgrades or replacements will include life cycle cost analysis for economic justifications
- Detailed Technical Analysis: Analysis of building envelope, HVAC, lighting, EMSs, air and heat distribution systems, their operation, and utility costs.
- Energy Conservation Analysis: Analysis of all evaluated systems mentioned above providing technical solutions with projected installed cost and savings estimates resulting from each improvement recommended; and prioritization of projects with most attractive payback potential.
- Recommended Measures: Each recommendation will have a projected installed cost with breakdown of engineering and design; equipment and material costs; annual maintenance costs; estimate of energy savings in terms of natural gas, kWh of electricity, and demand savings in kW and CO₂ reduction; and related cost savings.
- Assumptions List: Listing and explanation of all assumptions made during the analysis.
- Mechanical and Electrical Equipment Inventory: Inventory of all equipment serving the facility, location, and line drawings of energy and mass balance of major systems.
- ECM Summary: Analysis of all identified energy optimization and conservation opportunities and a master ECM spreadsheet. ECMs will be designed on a system-wide approach, with applicable interactive affects among the systems for lighting, energy distribution, HVAC, and EMSs. For EMSs, Bureau Veritas will identify opportunities to integrate all major HVAC system components, temperature controls, and lighting into the EMS for centralized control and setbacks. All ECMs will be organized into the following groups:
 - No/Low Cost and Maintenance-Related ECMs
 - Capital Intensive ECMs (building envelope, lighting, HVAC, EMSs, energy metering systems, water conservation)
 - Recommended for Consideration: ECMs that fail the financial feasibility test but are essential for building operations, or ECMs to be considered under Capital Improvement Program rather than purely on basis of energy efficiency.
 - Supporting Documentation: Documentation for the ECMs with back-up engineering calculations, installed cost estimates, source of cost estimates, calculation of saving measures, and engineering methodology followed.
 - Life Cycle Cost Analysis: Analysis of all major improvements, considering inflation factors, discount rates, maintenance increase/benefits, and first costs.
 - Maintenance and Operations Plan (with preventative maintenance): Recommended improvements, new systems installed, and/ or existing retrofits to assure continued efficient operation and reliability of such systems.
- Appendix: All back-up calculations, energy modeling tool reports, field survey data, comprehensive room-by-room lighting schedule, motor and plumbing schedule, data logger outputs, and any miscellaneous information.

SOFTWARE DELIVERABLE ASSETCALC™

BVTA will utilize AssetCALC™ as its platform for all data collected on this project. AssetCALC™ is a cloud platform developed, licensed, maintained, and supported solely by BVTA for our clients. The use of this software is at your option and there are no licensing fees for this software for one (1) year.

All BVTA assessors have been trained to utilize our tablet-based data collection tool (ACgo) to collect data consistently across the campus portfolios. The data collection tool can be used with and without WiFi connection and can be preloaded with existing asset data and location information for field verification and input.

AssetCALC™ is a web-based SQL database platform that enables our program managers and end-users to:

- query, edit, and analyze their facility condition data
- plan immediate and short-term repairs
- budget capital expenditures throughout the life-cycle of a building or an entire portfolio

BVTA will utilize our software to output reports, tables, and dataset for use in individual site reports. The system unites BVTA's experienced field data collection methods with advanced planning and reporting tools, construction cost libraries, location mapping (GIS) features, digital photo management, and document storage.

Data Development

- AssetCALC™ includes a configurable facility hierarchy and asset data architecture—this will include all of your assets grouped based on site location, asset group, and function.
- Data and reports can be exported to an Excel, XML, or an ODBC database format.

The screenshot displays the AssetCALC web interface for the University of New Mexico, Switch Client, FY 2017. The interface is divided into several sections:

- Site Information:** A table showing details for '510-512 Clay Street - Sheriff & Facilities', including assessment date, location, replacement value (\$2,948,160), city (Fairfield), number of buildings (1), square foot cost (222,000), street address (510 Clay Street), total square footage (13280), year built (1991), and zip code (94533).
- Replacement Reserve:** A bar chart showing the reserve amount from 2016 to 2034. The y-axis ranges from \$0 to \$1,100,000. A significant peak is visible in 2031.
- UniFormat Breakdown:** A pie chart showing the breakdown of the 20-year reserve into categories: Shell (blue), Interiors (orange), Services (red), Equipment & Furnishings (green), and Building Sitework (grey).
- Observation Details:** A detailed view of observation #36672, 'B2032 - Entrance door replacement to meet ADA guidelines'. It includes fields for Description, Component, Attributes, Action, Master Cost Id (1910), Category (Exterior Enclosure / Exterior Doors / Solid Exterior Doors), Location (Main De/Vargas south entry door), Condition (Fair), Report Section (3.3), and Comments (Install remote-controlled door for ADA accommodation).
- Photo Gallery:** A gallery of photos showing the entrance door area.

Features Include:

- Facility Condition Assessment access:
 - Component/system descriptions
 - Locations
 - Conditions and EUL/RUL
 - Repair and replace recommendations
 - Digital photos
- Search and Sorting Functionality
- Prioritization of maintenance projects
- UniFormat II Cost Database
- Project Budgets and Capital Plans
- Unlimited concurrent user licensing
- Secure IT platform and back-ups
- Client is the owner of data collected and residing in the database
- Online User Training and Documentation

Reporting:

AssetCALC™ includes more than a dozen standard options for data summaries and reports:

- Facility Condition Index (FCI) Calculation Reporting
- Rank and Prioritize Capital Improvement Projects
- Deferred Maintenance Backlog
- Facility Queries (by building, priority, system, or dollar deficiency amount)
- Capital Budget Planning
- Year-by-Year Capital Needs Analysis
- 5, 10, or 20-Year Replacement Reserve Reports
- Custom 3rd party form automation available

Screen Shots

Additional screen shots of the AssetCALC™ Database and a live demo are available upon request.

CMMS Ready Data - Integration

BV will be delivering to Client a live asset management plan that can be maintained and kept up-to-date by staff. BV will provide training to staff on maintaining the on-going monitoring program to track facilities, work performed, re-prioritization of maintenance projects, and how to update this information in the database. The data from the FCA can be exported to Excel or ODBC database for data migration to most CMMS/IWMS systems.

Marker	Building	Description	Coordinates
1	16593 Building 110	The curb ramp does not meet the slope requirements.	40.736683 -73.420229
2	16594 Building 110	The curb ramp does not meet the slope requirements.	40.736358 -73.420097
3	16595 Building 110	The curb ramp does not meet the slope requirements.	40.736388 -73.419796
4	16596 Building 110	The curb ramp does not have a level landing.	40.736398 -73.419804
5	16597 Building 110	The curb ramp does not meet the slope requirements.	40.736754

Field	Value
Quantity	1 EA
Condition	Good
Total Estimated Cost	\$ 297,336
Next Action Required	2033
Total Markup	\$ 38,783.00
Uniformat Code	D5092
Uniformat Code Level 1 Description	D - Services
Location Description	Exterior elevation
Unit Cost	\$ 258,553.35
Total Markup	\$ 38,783.00
SubTotal	\$ 258,553
Year Observed	2009
Age	12
Lifespan	25
Remaining Life	13
Master Cost ID	1782

Description	Condition	Uniformat Code	Location	Subtotal	Next Action	Plan Type	ID
Replace 12' x 12' steel roll-up door	Good to Fair	B - Shell	General Services Building	\$ 27 K	2020		16429
TPO, Roof replacement 45 mills, full adhered	Good	B - Shell	General Services Building	\$ 216 K	2027		17220
2' by 4' aluminum window	Good	B - Shell	General Services Building	\$ 265 K	2033		17182
ADA, Wrap drain pipes below accessible lavatory	Poor	C - Interiors	General Services Building	\$ 130	2020		14944
Replace carpet, standard commercial, medium traffic	Good	C - Interiors	General Services Building	\$ 77 K	2020		15858
Replace Vinyl tile	Good to Fair	C - Interiors	General Services Building	\$ 100 K	2020		15860
Repair interior wall damage	Poor	C - Interiors	General Services Building	\$ 1 K	2020		14936
Replace vinyl wall covering	Fair to Poor	C - Interiors	General Services Building	\$ 65 K	2020		15856
Replace Air-cooled reciprocating chiller 110 to 130 ton	Good	D - Services	General Services Building	\$ 166 K	2024		16457
Replace Circulation Pump 30 HP	Good	D - Services	General Services Building	\$ 24 K	2020		17204
Replace pumps & piping for chiller	Poor	D - Services	General Services Building	\$ 16 K	2020		14939
Replace water heater, commercial 100 gal	Good	D - Services	General Services Building	\$ 9 K	2022		15826
Replace Diesel Generator 650 to 750 kW	Good	D - Services	General Services Building	\$ 297 K	2033		17196

LITIGATION HISTORY

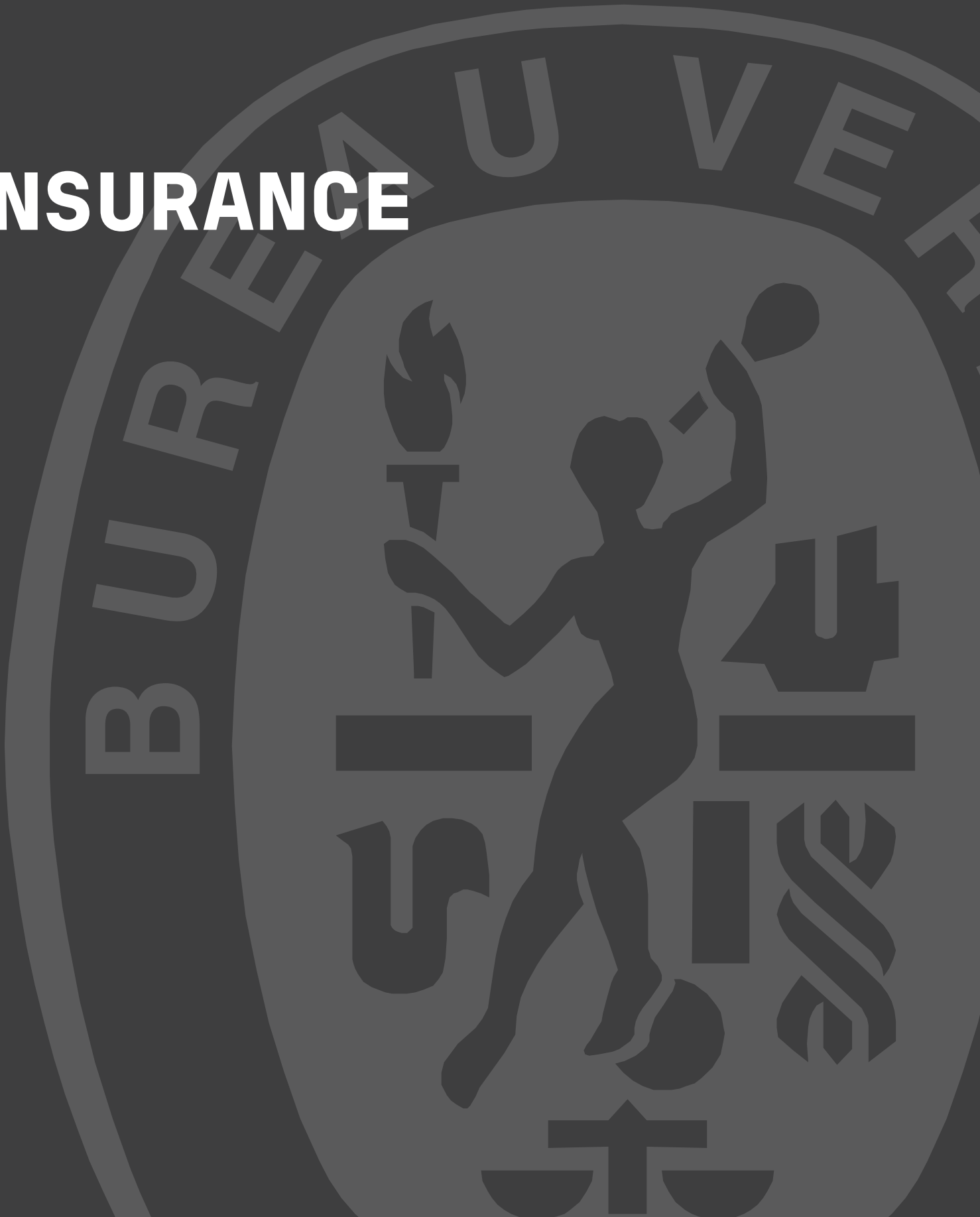


LITIGATION HISTORY

Please understand in the course of our business, meritless claims arise from time to time. It is the BVTA's policy not to comment on any current litigation. However, without waiving its policy, BVTA has no judgments, pending litigation, liens, or claims that would adversely impact the financial stability, insurability, or performance of professional services of BVTA.



INSURANCE



PROOF OF LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/04/2022

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

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

PRODUCER Aon Risk Services Northeast, Inc. Aon Risk Services Northeast, Inc. NY NY Office One Liberty Plaza 165 Broadway, Suite 3201	CONTACT NAME: PHONE (A/C. No. Ext): 866-283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Bureau Veritas Technical Assessments LLC 10461 Mill Run Circle, Suite 1100 Owings Mills MD 21117 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Fire Insurance Co.		19682
	INSURER B: Trumbull Insurance Company		27120
	INSURER C: Allianz Global Risks US Insurance Co.		35300
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570091064791 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			USL00159322	01/01/2022	01/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			10 AB S41202 AOS 10 AB S41203 HI	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			USL00163322	01/01/2022	01/01/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	10WNS41200 See State Policy Addendum	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
c	Archit&Eng Prof			USF00248022 Claims Made SIR applies per policy terms & conditions	01/01/2022	01/01/2023	Each claim \$1,000,000 Aggregate \$1,000,000

Certificate No : 570091064791

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of insurance. The Architects & Engineers policy includes coverage for Professional Liability and Contractors Pollution Liability.

CERTIFICATE HOLDER	CANCELLATION
Bureau Veritas Technical Assessments LLC 10461 Mill Run Circle, Suite 1100 Owings Mills MD 21117 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

PROOF OF LIABILITY INSURANCE (CONT.)

AGENCY CUSTOMER ID: 570000048582

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Bureau Veritas Technical Assessments LLC	
POLICY NUMBER See Certificate Number: 570091064791			
CARRIER See Certificate Number: 570091064791	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

workers Compensation/Employers Liability

10WNS41200 01/01/22-01/01/23 Trumbull Insurance AR,DC,IN,LA,NE,RI,UT
 10WNS41200 01/01/22-01/01/23 Twin City Fire Insurance Company FL,ND,OH,WA,WY
 10WNS41200 01/01/22-01/01/23 Hartford Insurance Company of the Midwest AK,ID
 10WNS41200 01/01/22-01/01/23 Hartford Casualty Insurance Company MO,WV
 10WNS41200 01/01/22-01/01/23 Nutmeg Insurance Company CT,IL
 10WNS41200 01/01/22-01/01/23 Hartford Fire Insurance Company NH,OR,PA
 10WNS41200 01/01/22-01/01/23 Hartford Accident and Indemnity Company AL,GA,KY,MI,MT,NY,TN,VT
 10WNS41200 01/01/22-01/01/23 Property & Casualty Ins Co of Hartford CA,CO,DE,ME, MN,MS,SC
 10WNS41200 01/01/22-01/01/23 Hartford Insurance Company of Illinois TX
 10WNS41200 01/01/22-01/01/23 Hartford Insurance Company of the Southeast KS,MD
 10WNS41200 01/01/22-01/01/23 Hartford Underwriters Insurance Company AZ,HI,NC,NJ,SD,VA
 10WNS41200 01/01/22-01/01/23 Sentinel Insurance Company, Limited IA,NM,NV,OK
 10WBRS41201 01/01/22-01/01/23 Twin City Fire Insurance Company WI
 10WBRS41201 01/01/22-01/01/23 Hartford Underwriters Insurance Company MA
 10WBRS41201 01/01/22-01/01/23 Hartford Fire Insurance Company PR



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-1076

Agenda Date: 10/6/2022

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution approving a Wisconsin Department of Transportation - Transportation Alternatives Program State/Municipal Grant Agreement to update the Bicycle and Pedestrian Master Plan.

RESOLUTION

WHEREAS, the Common Council of La Crosse adopted the *Bicycle and Pedestrian Master Plan* in 2012 which outlined specific goals and objectives to improve La Crosse's bicycle and pedestrian network and be designated as a Bikeable and Walkable Community; and

WHEREAS, an update to the plan is desired by the Bicycle and Pedestrian Advisory Committee because it has largely been implemented or is outdated; and

WHEREAS, there is also a need to incorporate current planning efforts, such as the updated Comprehensive Plan (Forward La Crosse), the Climate Action Plan, and the ADA Transition Plan, into city-wide bicycle and pedestrian goals, objectives, and strategies; and

WHEREAS the City Planning, Development, and Assessment Department, on behalf of the Bicycle and Pedestrian Advisory Committee, applied for, and received, a Transportation Alternative Program grant in the amount of \$96,000 to fund 80% of the cost to update the 2012 master plan; and

WHEREAS, the total cost to update the plan has been determined to be approximately \$120,000; and

WHEREAS, Resolution 2022-08-016 (Legistar #22-0903) supports the project and funding of the City's 20% requirement (\$24,000) from the 2023 CIP Budget (#834).

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the attached State/Municipal Agreement Project I.D. 1009-22-05 to accept and receive funding for the project.

BE IT FURTHER RESOLVED that the project would begin in the summer 2023 and completed in Jan/Feb 2024.

BE IT FURTHER RESOLVED that the Directors of Finance, and Planning, Development, and Assessment Departments are hereby authorized to effectuate this resolution.

WisDOT Division of Transportation System Development
Southwest Region – La Crosse Office
3550 Mormon Coulee Road
La Crosse, WI 54601

Governor Tony Evers
Secretary Craig Thompson
wisconsindot.gov
Telephone: (608) 789-7879
FAX: (608) 785-9969
Email: robert.winterton@dot.wi.gov



August 9, 2022

TIM ACKLIN
PLANNING ADMINISTRATOR
CITY OF LA CROSSE
400 LA CROSSE STREET
LA CROSSE, WI 53601

Mr. Acklin:

Enclosed for signature is the project agreement for the following project that has approved funds in the 2022 - 2026 Transportation Alternatives Program (TAP).

Project I.D.: 1009-22-05
City of La Crosse, Bike/Ped Plan

Please sign and return one (1) copy of each agreement. Electronic signatures are acceptable. Return a copy of the agreements by e-mail to the Department contacted list below with signatures by Thursday, August 18. If meeting this date is not possible, please contact WisDOT as soon as possible.

travis.houle@dot.wi.gov

Note the cost ratios for each project phase and any federal funding caps which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding caps, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) ***MUST NOT*** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

Before starting your project, please contact WisDOT to confirm project authorization has been finalized.

If you have any questions regarding the agreement or need an extension to the submittal date, please call me at (608) 266-9656 or e-mail travis.houle@dot.wi.gov.

Sincerely,

Travis Houle

Travis Houle
Statewide Local Program Manager



STATE/MUNICIPAL AGREEMENT FOR A NONINFRASTRUCTURE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT

Subprogram #: 290
Program Name: TAP

Date: August 9, 2022
I.D.: 1009-22-05
DUNS ID: DUNS PROJECT ID (TBD)
FAIN ID: Federal Award Identification Number (TBD)
Project Title: City of La Crosse, Bike/Ped Plan
Location/Limit: City of La Crosse City Wide
Project Length (if applicable): N/A
Project Sponsor: **City of La Crosse**
County: **La Crosse**
MPO Area (if applicable):

The signatory, the **City of La Crosse**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wis. Stats. sec. 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, and Indian tribes consistent with federal law.

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Wis. Stats. secs. 86.25(1), (2), and (3) and Wis. Stats. sec. 66.0301.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility – **The City of La Crosse currently has an existing 2012 city-wide Bicycle/Pedestrian Master Plan. This existing plan has been mostly implemented or contains outdated policies.**

Proposed Improvement – **Update the Bicycle and Pedestrian Master Plan**

The Project Sponsor agrees to the following TAP program funding conditions, updated as of June 2022:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of \$96,000 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the \$96,000 federal funding maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary Disadvantaged Business Enterprise (DBE) goal assessment. The Catalogue of Federal Domestic Assistance (CFDA) number for this project is 20.205 – Highway Planning and Construction.

The subject project must be commenced within four (4) years of the project award date or the grant is rescinded. Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun.
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date the State receives the first reimbursement request from the Project Sponsor, as noted on form DT1713 in the 'Date Received' field.

Project Award date: July 26, 2022

Commencement deadline: July 26, 2026

Sunset (Completion) Date: June 30, 2029

The project commencement deadline is fixed by statute and may not be extended.

The subject project must be completed by June 30, 2029, and the Project Sponsor must submit a project completion certificate to the State on or before this date. Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS					
PROJECT TYPE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID					
1009-22-05	\$120,000	\$96,000	80%**	\$24,000	BAL*
Total Est. Cost Distribution	\$120,000	\$96,000	MAX	\$24,000	N/A

*This project has a TAP federal funding maximum of \$96,000. This maximum is cumulative for all federally funded project phases.

This request is subject to the terms and conditions that follow (pages 4–8) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: _____ (please sign in blue ink)		
<u>Mitch Reynolds</u>	<u>Mayor</u>	<u>08-10-2022</u>
Name	Title	Date
Signed for and in behalf of the State _____ (please sign in blue ink)		
Merrill Mechler-Hickson	Chief, Local Program and Finance Section	_____
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. sec. 139 and the National Environmental Policy Act (42 U.S.C. sec. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. All applicable DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the Transportation Alternatives Program.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Prevailing wage requirements, including but not limited to 23 U.S.C. sec. 113 and Wis. Stat. Sec. 103.50.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. sec. 313 and Wis. Stat. Sec. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. sec. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in the State's approved Transportation Alternatives Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. Preliminary Engineering, Plan Development, Planning Study.
 - b. State Review Services.
 - c. Other eligible TAP non-infrastructure items as enumerated in the approved application.
6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.

7. State Disbursements:

- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of reimbursement requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
- b. A final adjustment of State payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

- 8. This line intentionally left blank
- 9. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and federal law.
- 10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. sec. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR sec. 172 and procedures published in the WisDOT FDM,) Chapter 8, Consulting Services.
- 11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted
- 12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the Federal and State rules and requirements for projects being administered through a local letting process.
- 13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
- 14. This line intentionally left blank
- 15. This line intentionally left blank
- 16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
- 17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
- 18. The project is subject to a discretionary DBE goal assessment.
- 19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
- 20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.

21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
22. Sponsors of TAP projects within the Safe Routes to School (SRTS) eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.
23. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
24. Federal Single Audits of the Project Sponsor: The Project Sponsor shall allow the State and auditors to have access to the Project Sponsor's records and financial statements as necessary for the State, per 2 CFR s. 200.331(a).
25. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stats. sec. . 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
26. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stats sec. 51.01 (5), sexual orientation as defined in Wis. Stats sec. 111.32 (13m), or national origin.
27. When applicable to the project, the Project Sponsor will at its own cost and expense:
 - a. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - b. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
28. It is further agreed by the Project Sponsor that:
 - a. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
 - b. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

29. The subject project must be completed by the project completion date, listed on page 2 of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to the State on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

30. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. secs. 4331 - 4332, 23 U.S.C. sec. 138 or Public Law 91-646 (1971).

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
 - b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
31. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
 - b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local)

transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
 - d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
 - c. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.
32. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
33. *Binding Effects:* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
34. *Choice of Law and Forum:* This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and, in any deed, executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

36. *Non-Appropriation of Fund:* With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Wisconsin Legislature. If such funds are not so appropriated, either the Project Sponsor or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
37. *Maintenance of Records:* During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.
- In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete. Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq. and shall be preserved by the Project Sponsor.
38. The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions: The maximum participation of federal/ earmark funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$96,000.00 is cumulative for all federal funded project phases.

Resolution committing to and accepting Transportation Alternatives Program funding for an update to the Bicycle and Pedestrian Master Plan.

RESOLUTION

WHEREAS, the Common Council of La Crosse adopted the *Bicycle and Pedestrian Master Plan* in 2012 which outlined specific goals and objectives to improve La Crosse's bicycle and pedestrian network and be designated as a Bikeable and Walkable Community; and

WHEREAS, an update to the plan is desired by the Bicycle and Pedestrian Advisory Committee because it has largely been implemented or is outdated; and

WHEREAS, there is also a need to incorporate current planning efforts, such as the updated Comprehensive Plan (Forward La Crosse), the Climate Action Plan, and the ADA Transition Plan, into city-wide bicycle and pedestrian goals, objectives, and strategies; and

WHEREAS, the cost to update the plan has been determined to be approximately \$120,000; and

WHEREAS, the Wisconsin Department of Transportation's 2022-2023 Transportation Alternatives Program Supplemental Solicitation reimburses 80% of the project cost for non-infrastructure planning studies; and

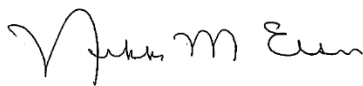
WHEREAS, an update to the 2012 Bicycle and Pedestrian Master Plan is an eligible project and a grant application was submitted by the Planning, Development, and Assessment Department.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby supports an update to the Bicycle and Pedestrian Master Plan and commits to funding the local match of \$24,000 from the 2023 CIP Budget. Upon completion 80% (\$96,000) of the cost would be reimbursed back to the City.

BE IT FURTHER RESOLVED that upon confirmation of the grant award the project would begin in the summer 2023 and completed in Jan/Feb 2024.

BE IT FURTHER RESOLVED that the Directors of Finance, and Planning, Development, and Assessment Department are hereby authorized to effectuate this resolution.

I, Nikki M. Elsen, certify that this resolution was duly and officially adopted by the Common Council of the City of La Crosse August 11, 2022.



Nikki M. Elsen, WCMC, City Clerk
City of La Crosse, Wisconsin



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-1154

Agenda Date: 10/6/2022

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution approving Second Amendment to Duratech Development Agreement and First Amendment to the Chart Development Agreement.

RESOLUTION

WHEREAS, the Common Council approved a Duratech Development Agreement in 2017; and

WHEREAS, the Common Council approved a Chart Development Agreement in 2013; and

WHEREAS, the parties to both agreements mutually agree that it is in the best interest of the parties to terminate said agreements.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the Second Amendment to the Duratech Development Agreement.

BE IT FURTHER RESOLVED that it hereby approves the First Amendment to the Chart Development Agreement.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the same.

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

**FIRST AMENDMENT TO THE
CHART DEVELOPMENT AGREEMENT**

This First Amendment to the Chart Development Agreement: West Bay Addition Project (hereafter "Amendment") is made by and among the **City of La Crosse**, Wisconsin, a Wisconsin municipal corporation with offices located at 400 La Crosse Street, La Crosse, Wisconsin, 54601 ("**City**"), and **Chart Energy & Chemicals, Inc.** a Delaware corporation with offices located at 2191 Ward Avenue, La Crosse, Wisconsin 54601, referred to herein as ("**Developer**").

WITNESSETH:

Whereas, the parties entered into a Development Agreement in August, 2013 and recorded with the La Crosse County Register of Deeds on September 20, 2013, and

Whereas, the Development Agreement provided for redevelopment including adding an addition to the manufacturing building, as well as the potential reimbursement of certain development incentives of the Developer, and

Whereas, the parties mutually agree that the development agreement should be terminated.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

1. Section 8.13 is hereby amended to read as follows:

8.13. Termination. Except for Section 2.10 (Indemnity), 2.13 (Record Retention), and 8.5 (Survival), which shall survive the termination of this Agreement, this Agreement and all obligations hereunder, shall terminate on September 1, 2022. This Agreement may also be terminated as provided in Article IV (Conditions Precedent to City), Article V (Conditions Precedent to Developer Obligations), and Section 8.9 (Conflict of Interest) hereto.

2. **Execution of Amendment.** Developer shall sign, execute and deliver this Amendment to the City on or before the close of regular City Hall business hours forty-five (45) days after its final adoption by the City. Developer's failure to sign, execute and cause this Amendment to be received by the City within said time period shall render the Amendment null and void, unless otherwise authorized by the City. After Developer has signed, executed and delivered the Amendment, the City shall sign and execute the Amendment.

5. **Authority to Sign.** The person signing this Amendment on behalf of Developer certifies and attests that its respective Articles of Organization, Articles of Incorporation, By Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions and/or other related documents give full and complete authority to bind Developer, on whose behalf the person is executing this Amendment. Developer assumes full responsibility and holds the City harmless for any and all payments made or any other actions taken by the City in reliance upon the above representation.

This space is reserved for recording data

Return to

City Attorney
400 La Crosse Street
La Crosse WI 54601

Parcel Identification Number/Tax Key Number

IN WITNESS WHEREOF, the parties to this Amendment have caused this instrument to be signed and sealed by duly authorized representatives of Developer and the City this ___ day of _____, 2022.

DEVELOPER: Chart Energy & Chemicals, Inc.

BY: _____

STATE OF WISCONSIN)
) ss.
LA CROSSE COUNTY)

Personally came before me this ___ day of ____, 2022, the above-named _____, the _____ of the Developer to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public - State of Wisconsin
My Commission _____

CITY OF LA CROSSE, WISCONSIN: (SEAL)

Mitch Reynolds, Mayor

Nikki Elsen, City Clerk

STATE OF WISCONSIN)
) ss.
LA CROSSE COUNTY)

Personally came before me this _____ day of ____, 2022, the above named Mitch Reynolds, Mayor, and Nikki Elsen, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same,

Notary Public - State of Wisconsin
My Commission _____

This Document Was Drafted By:
Stephen F. Matty, City Attorney
City of La Crosse
400 La Crosse Street
La Crosse, Wisconsin 54601
608.789.7511

SECOND AMENDMENT TO THE DURATECH DEVELOPMENT AGREEMENT

This Second Amendment to the Duratech Development Agreement (hereafter "Amendment") is made by and among the **City of La Crosse**, Wisconsin, a Wisconsin municipal corporation with offices located at 400 La Crosse Street, La Crosse, Wisconsin, 54601 ("**City**"), and **Commercial Properties Partners, LLC**, a Wisconsin Limited Liability Company with principal offices located at 3216 Commerce Street, La Crosse, Wisconsin 54603 ("**Owner**") and **DuraTech Industries, Inc.**, a Wisconsin corporation with principal offices located at 3216 Commerce Street, La Crosse, Wisconsin 54603 ("**Tenant**"). The Owner and Tenant are collectively referred to herein as ("**Developer**").

WITNESSETH:

Whereas, the parties entered into a Duratech Development Agreement which was recorded with the Register of Deeds on June 13, 2017, which was amended with the First Amendment to the Duratech Development Agreement recorded with the Register of Deeds on August 20, 2020, and

Whereas, the Development Agreement provided for the creation of tax base and helped stabilize the business during the economic impact of the pandemic, as well as the potential reimbursement of certain development incentives of the Developer, and

Whereas, the parties mutually agree that the development agreement should be terminated.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

1. Section 8.13 is hereby amended to read as follows:

8.13. Termination. Except for Section 2.10 (Indemnity), 2.13 (Record Retention), and 8.5 (Survival), which shall survive the termination of this Agreement, this Agreement and all obligations hereunder, shall terminate on September 1, 2022. This Agreement may also be terminated as provided in Article IV (Conditions Precedent to City), Article V (Conditions Precedent to Developer Obligations), and Section 8.9 (Conflict of Interest) hereto.

2. **Execution of Amendment.** Developer shall sign, execute and deliver this Amendment to the City on or before the close of regular City Hall business hours forty-five (45) days after its final adoption by the City. Developer's failure to sign, execute and cause this Amendment to be received by the City within said time period shall render the Amendment null and void, unless otherwise authorized by the City. After Developer has signed, executed and delivered the Amendment, the City shall sign and execute the Amendment.

5. **Authority to Sign.** The person signing this Amendment on behalf of Developer certifies and attests that its respective Articles of Organization, Articles of Incorporation, By Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions and/or other related documents give full and

This space is reserved for recording data

Return to

City Attorney
400 La Crosse Street
La Crosse WI 54601

Parcel Identification Number/Tax Key Number

complete authority to bind Developer, on whose behalf the person is executing this Amendment. Developer assumes full responsibility and holds the City harmless for any and all payments made or any other actions taken by the City in reliance upon the above representation.

IN WITNESS WHEREOF, the parties to this Amendment have caused this instrument to be signed and sealed by duly authorized representatives of Developer and the City this ___ day of _____, 2022.

DEVELOPER: Commercial Properties Partners, LLC

BY: _____

DEVELOPER: DuraTech Industries, Inc.

BY: _____

STATE OF WISCONSIN)
) ss.
LA CROSSE COUNTY)

Personally came before me this ____ day of _____, 2022, the above-named _____, the _____ of the Developer to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public - State of Wisconsin
My Commission _____

CITY OF LA CROSSE, WISCONSIN: (SEAL)

Mitch Reynolds, Mayor

Nikki Elsen, City Clerk

STATE OF WISCONSIN)
) ss.
LA CROSSE COUNTY)

Personally came before me this ____ day of _____, 2022, the above named Mitch Reynolds, Mayor, and Nikki Elsen, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same,

Notary Public - State of Wisconsin
My Commission _____

This Document Was Drafted By:
Stephen F. Matty, City Attorney
City of La Crosse
400 La Crosse Street
La Crosse, Wisconsin 54601
608.789.7511



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-1171

Agenda Date: 10/6/2022

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution approving property purchase for affordable housing

RESOLUTION

WHEREAS, the property located at 811 Monitor Street in the City of La Crosse is available for purchase; and

WHEREAS, the 2020-2024 Consolidated Plan identified housing as the largest challenge within the City of La Crosse and 57% (5358) of low-to-moderate income renter-occupied households face a housing burden over 30% of their income; and

WHEREAS, the City Council identified quality affordable housing as a priority for the use of American Rescue Plan Act (ARPA) funding; and

WHEREAS, the property has potential to add 30 affordable housing units within the City of La Crosse.

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of La Crosse approves the attached purchase agreement for 811 Monitor Street.

BE IT FURTHER RESOLVED by the Common Council of the City of La Crosse that it hereby reallocates and approves not to exceed \$2,614,622 for costs associated with the acquisition, improvements and operations from the 2021 ARPA funding received by the City of La Crosse as approved in Resolution #22-0259 for "Investments in housing and neighborhoods and servicing the hardest hit families, including those impacted by homelessness

- \$400,000 for down payment assistance program for low-moderate income households to assist approximately 20-25 households with down payment assistance. Properties will be inspected to ensure they are decent, safe and sanitary. All rehab needs will be referred to the CDBG rehabilitation program to be addressed.
- \$1,025,000 to expand the Affordable Housing Revolving Loan Fund to incentivize both new construction and rehabilitation of affordable rental housing units.
- \$1,500,000 to support bridge housing projects for our unsheltered population. This could be used to short- or long-term bridge housing in our community," from the following programs.

BE IT FURTHER RESOLVED that the Mayor, Director of Engineering & Public Works, Director of Finance, Director of Parks, Recreation and Forestry, and the Community Development Administrator are hereby authorized to effectuate this resolution.

BE IT FURTHER RESOLVED that the Mayor, City Clerk and Community Development Administrator are hereby authorized to execute any documents in connection with said sale.

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON August 30, 2022 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~

3 **GENERAL PROVISIONS** The Buyer, City of La Crosse

4 _____, offers to purchase the Property known as [Street Address] 811 Monitor Street
5 _____ in the City

6 of La Crosse, County of La Crosse, Wisconsin

7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

8 ■ PURCHASE PRICE: Two million two hundred ninety five thousand
9 _____ Dollars (\$ 2,295,000).

10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ 10,000 will be
11 mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or
12 _____.

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items: all office furniture, equipment/software to run the machanical units
16 _____
17 _____.

18 All personal property included in purchase price will be transferred by bill of sale or _____
19 _____.

20 ■ NOT INCLUDED IN PURCHASE PRICE: _____
21 _____
22 _____.

23 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded**
24 **by Seller or which are rented and will continue to be owned by the lessor.**

25 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.**

26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from**
28 **acceptance provide adequate time for both binding acceptance and performance.**

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
30 September 2, 2022. Seller may keep the Property on the market and accept
31 secondary offers after binding acceptance of this Offer.

32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
38 Seller's recipient for delivery (optional): _____
39 Buyer's recipient for delivery (optional): _____

40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

41 Seller: (_____) Buyer: (_____)

42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.

45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: _____

48 Delivery address for Buyer: _____

49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): Tranea@cityoflacrosse.org and mcginniscaseyd@cityoflacrosse.org

54 E-Mail address for Buyer (optional): _____

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
56 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated _____
59 and Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer
60 signing this Offer and which is/are made a part of this offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and
61 _____

62 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)**

63 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §**
64 **709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real**
65 **estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied**
66 **the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.**

67 **CLOSING** This transaction is to be closed no later than October 19, 2022
68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and _____
71 _____

72 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

74 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- 75 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
- 77 Current assessment times current mill rate (current means as of the date of closing)
- 78 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
79 known, multiplied by current mill rate (current means as of the date of closing)
- 80

81 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially**
82 **different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling**
83 **or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

84 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
86 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
87 bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115
90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any,
95 are _____
96 _____. Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

97 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) (is not) **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.
101 Code Ch. SPS 367). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for compliance, including all
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
103 closing.

104 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of
105 closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: _____
106 _____. If "Time
107 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"
108 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** contingent on City Council approval and rezoning
110 _____
111 _____
112 _____
113 _____
114 _____
115 _____

116 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
117 _____
118 _____ [insert proposed use and type and size of building, if applicable; e.g.

119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
124 (Buyer's) (Seller's) ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

127 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ("Buyer's" if neither is stricken) expense,
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:
130 _____

131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

133 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)
134 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ("Buyer's" if neither is stricken)
136 expense, a rezoning; conditional use permit; license; variance; building permit; occupancy permit; other _____
137 _____ CHECK ALL THAT APPLY, for the Property for its proposed use described

138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

140 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ("Seller providing" if neither is
141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
143 acceptance, at (Buyer's) (Seller's) ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and: _____

146 _____ STRIKE AND COMPLETE AS APPLICABLE Additional map features
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

150 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map**
151 **when setting the deadline.**

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
156 void.

157 **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
158 30 days of acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

159 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.

160 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161 representations made prior to and in this Offer.

162 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163 of all liens, other than liens to be released prior to or at closing.

164 Rent roll.

165 Other _____

166 _____
167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
173 and any reproductions) to Seller if this Offer is terminated.

174 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
180 physically in the Party's possession, regardless of the method of delivery.

181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- 183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- 184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including
185 but not limited to gasoline and heating oil.
- 186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- 188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,
190 nonconforming structures or uses, conservation easements, rights-of-way.
- 191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose
192 assessments against the real property located within the district.
- 193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
194 or the present use of the Property.
- 195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland
202 conditions and which is enforceable by the county.
- 203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared
204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- 205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or
207 archeological artifacts on the Property.
- 208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment
209 of a use-value conversion charge has been deferred.
- 210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable
212 program.
- 213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- 214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
- 215 v. Other Defects affecting the Property.

216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the
219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
222 midnight of that day.

223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
225 the expected normal life of the premises.

226 **(Definitions Continued on page 6)**

227 **IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.**

228 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
229 [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this
230 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
231 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly
232 payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
233 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount
234 not to exceed _____% of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall
235 be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to
236 maintain the term and amortization stated above.

237 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.**

238 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.
239 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____%. The initial interest rate shall be
240 fixed for _____ months, at which time the interest rate may be increased not more than _____% per year. The maximum
241 interest rate during the mortgage term shall not exceed _____%. Monthly payments of principal and interest may be adjusted to
242 reflect interest changes.

243 **If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286**
244 **or in an addendum attached per line 479.**

245 **NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that**
246 **purpose.**

247 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to
248 provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to
249 Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. **Buyer and Seller agree that**
250 **delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,**
251 **after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**
252 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

253 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER,**
254 **BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S**
255 **AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

256 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers
257 a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

258 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
259 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of
260 lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days
261 to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain
262 in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer
263 authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

264 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's
265 funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written
266 verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage
267 financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for
268 purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this
269 Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

270 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense
271 by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an
272 appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless
273 Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not
274 equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

275 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide**
276 **adequate time for performance.**

277 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

278 _____
279 _____
280 _____
281 _____
282 _____
283 _____
284 _____
285 _____
286 _____

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")(see lines 379-395)
 289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
 290 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
 292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
 293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
 295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
 298 and state and federal guidelines, as applicable.

299 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater**
 300 **or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site**
 301 **Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or**
 302 **other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.**

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.**

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

313 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's
 314 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
 315 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
 316 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
 317 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

318 **EARNEST MONEY**

319 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property
 320 is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.

321 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an**
 322 **attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

323 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
 324 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be
 325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
 326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
 327 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not
 328 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;
 329 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader
 330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to
 331 disbursement.

332 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
 333 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
 334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
 335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
 336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
 337 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good
 338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
 339 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

Property Address: _____

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340 **TITLE EVIDENCE**

341 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if
 342 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and
 343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
 344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
 345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
 346 _____

347 _____
 348 _____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
 349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

350 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain
 351 improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use
 352 other than the current use.**

353 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
 354 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
 355 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

356 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE ONE** ("Seller's" if
 357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
 358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
 359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
 360 closing (see lines 365-371).

361 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
 362 commitment is delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15" if left blank), showing title to the
 363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which
 364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

365 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
 366 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
 367 reasonable time, but not exceeding 15 days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
 368 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said
 369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does
 370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable
 371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

372 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of this
 373 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

374 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current
 375 services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees
 376 for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,
 377 sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street
 378 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

379 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
 380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense **STRIKE ONE**
 381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also
 382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
 383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of
 384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer
 385 had actual knowledge or written notice before signing the Offer.

386 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
 387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
 388 Assessment report to which Buyer objects (Notice of Defects).

389 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

390 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
 391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
 392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
 393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
 394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written
 395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

396 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
397 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal
398 remedies.

399 If **Buyer defaults**, Seller may:

400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

402 If **Seller defaults**, Buyer may:

403 (1) sue for specific performance; or

404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 In addition, the Parties may seek any other remedies available in law or equity.

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.

408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**
411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**
412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

413 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
414 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties
415 to this Offer and their successors in interest.

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
418 verified by survey or other means.

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**
420 **decision to purchase.**

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer
422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for
423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed
424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property
427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to
428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and
429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at
430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating
431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,
432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the
433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An
438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for
439 leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as
440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these
441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except
443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

444 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to**
445 **determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the**
446 **contingency.**

447 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed
448 to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections
449 or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

450 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____
453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection (s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

457 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up
458 inspection(s).**

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within 20 days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

464 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

465 **RIGHT TO CURE:** Seller ~~(shall)~~(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____
475 _____

476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR
477 PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
478 null and void.

479 **ADDENDA:** The attached _____ is/are made part of this Offer.

480 This Offer was drafted by [~~Licensee and Firm~~] Diane McGinnis Casey, City of La Crosse

481 _____ on _____
482 _____ City of La Crosse

482 Buyer Entity Name (if any): _____

483 (x) Diane McGinnis Casey 8/30/2022

484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Diane McGinnis Casey, City of La Crosse Date ▲

485 (x) _____

486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

487 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 _____ Broker (By) _____

489 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING
490 AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS
491 SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

492 Seller Entity Name (if any): _____

493 (x) _____

494 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

495 (x) _____

496 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

497 This Offer was presented to Seller by [~~Licensee and Firm~~] _____

498 _____ on _____ at _____ a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter] _____

500 Seller Initials ▲ Date▲ Seller Initials ▲ Date▲

Approved by Wisconsin Real Estate Examining Board
5-1-22(Optional Use Date) 7-1-22 (Mandatory Use Date)

CBRE, Inc.

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 08/30/2022 and signed by Buyer City of La Crosse
2 _____ for purchase of real estate at 811 Monitor Street, La Crosse, WI
3 _____ is rejected and the following Counter-Offer is hereby made.

4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
5 **counter-proposal unless incorporated by reference.**

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: _____
7 **Line 11: Strike "Listing Broker or"**

8 _____
9 **Line 12: Add "Knight Barry Title Company"**

10 _____
11 **Line 15: all office furniture except the four drawer stand up file cabinets in the**
12 **accounting, deposit, operations/ contact center, and loan processing which Seller will**
13 **retain. Equipment/ software to run the mechanical units.**

14 _____
15 **Line 54: Larry.Dobbe@MarineCU.com & peter.glaser@cbre.com**

16 _____
17 **Line 109: Buyer shall have until October 14, 2022 to obtain City Council approval and**
18 **rezoning.**

19 _____
20 **Line 278: Buyer will allow Seller to have post-closing occupancy of the Property for a**
21 **period of 15 days after the Closing Date. Seller will be permitted to have access to the**
22 **building.**

23 _____
24 **Line 279: Buyer will allow Seller to have post-closing occupancy of one floor of one wing**
25 **of the Property for a period of after 30 days after the Closing Date.**

26 _____
27 _____

28 The attached _____ is/are made part of this Counter-Offer.
29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party
31 making the Counter-Offer on or before September 2, 2022 5:00pm CDT (Time is of
32 the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase,
33 unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as**
35 **provided at lines 30-32.**

36 This Counter-Offer was drafted by _____ **Peter Glaser, CBRE** _____ on _____
37 DocuSigned by: Licensee and Firm ▲ Date ▲

38 (x) Diane McGinnis Casey 9/2/2022 (x) Katie Tolokken September 2, 2022
39 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
40 Print name ► **Diane McGinnis Casey City of La Crosse** Print name ► **Katie Tolokken, COO**

41 (x) _____ (x) _____
42 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
43 Print name ► _____ Print name ► _____

44 This Counter-Offer was presented by _____ on _____
45 Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**
49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**
50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-1176

Agenda Date: 10/6/2022

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution authorizing additional funding and to add demolition as an expense related to property acquisition for a street opening and infrastructure improvements for the River Point District property.

RESOLUTION

WHEREAS, the property known as the River Point District development is being developed by the City of La Crosse and Redevelopment Authority of La Crosse, and such development will provide economic growth and aesthetic benefit to the city and the surrounding area, including growth in the tax base and job creation; and

WHEREAS, the development of this project requires the opening, widening, extension or change of a street and related infrastructure improvements, including utilities, and accordingly, it is necessary for the City to acquire certain land and/or property interests; and

WHEREAS, through Council approval on July 9, 2020, Tax Increment District (TID) 18 was set up to help finance projects in the River Point District, and TID's 11,13,14,15,16 & 17 were designated as donor TID's to TID 18 to assist in financing until TID 18 became self-sufficient; and

WHEREAS, Resolution 21-0144 has appropriated an amount up to \$1,100,000 for expenses related to the acquisition, including, but not limited to, appraisals, environmental assessments, condemnation specialists, title work, surveys, acquisition costs, taxes, closing costs, relocation costs, and legal expenses shall be paid from 2019 CIP 19-99 Riverside North Phase 1 funds (acct# 4833095-581005-19099) and/or cash available as a TID 18 expense; and

WHEREAS, demolition of property is necessary to prepare the site for the street and related infrastructure improvements.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the demolition costs shall be factored and appropriation amounts approved in Resolution 21-0411 amended to read:

an amount up to \$1,125,000 for expenses related to the acquisition, including, but not limited to, appraisals, environmental assessments, condemnation specialists, title work, surveys, acquisition costs, taxes, closing costs, relocation costs, legal expenses and demolition shall be paid from 2019 CIP 19-99 Riverside North Phase 1 funds (acct# 4833095-581005-19099) and/or cash available as a Tax Increment Financing District 18 expense;

BE IT FURTHER RESOLVED by the Director of Engineering and Public Works, Director of Planning, Development and Assessment and the Director of Finance are hereby authorized to implement this resolution.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-1178

Agenda Date: 10/6/2022

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution approving sale of surplus property and allocation of funds related to certain charges on real estate at 717 Wall Street.

RESOLUTION

WHEREAS, the City of La Crosse owns parcel #17-10290-10 located at 717 Wall St.;
and

WHEREAS, at the May 16, 2022 meeting of the Board of Public Works, it was determined to move forward with the Offer to Purchase from John M. Olson and Sarah B. Olson at the price of Nine Thousand Three Hundred Dollars (\$9300.00), for their proposed plan to combine with property with their own lot and construct a garage to serve the combined property, with that offer attached to this legislation; and

WHEREAS, in 2017 it was necessary for the City of La Crosse to perform certain work and services to the property in order to abate public nuisance issues, including, without limitation, the demolition of the improvements on the property, and

WHEREAS, the City placed a lien on the property in the amount of \$25,718.23 in 2017 for the partial recovery of said abatement costs, of which additional interest and penalties in the amount of approximately \$21,700 associated with that charge has accrued to date, and

WHEREAS, interest and penalty charges are accrued on a monthly basis for all outstanding payments; and

WHEREAS, the City will be reimbursed by the County for the charges associated with the abatement after the payment has been made the County.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes the sale of this property to John M. Olson and Sarah B. Olson.

BE IT FURTHER RESOLVED that funds from the General Fund, account 1009910-551030, not to exceed \$55,000 shall be available for payment at closing to the County for all outstanding taxes due, including the abatement related costs, interest and penalties associated.

BE IT FURTHER RESOLVED that proceeds from the sale shall be deposited into General Revenue-Sale of Land, account 1009910-491002.

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

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

VACANT LAND OFFER TO PURCHASE

IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY-ENFORCEABLE CONTRACT, BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY AND UNDERSTAND IT BEFORE SIGNING.

The undersigned BUYER, John M. Olson and Sarah B. Olson, husband and wife, survivorship marital property, hereby offers to purchase the property known as 717 Wall Street in the City of La Crosse, County of La Crosse, Wisconsin, at the price of Nine Thousand Three Hundred Dollars (\$9,300.00) and on the terms and conditions as follows:

TIME IS OF THE ESSENCE AS TO: ACCEPTANCE, LEGAL POSSESSION, OCCUPANCY, DATE OF CLOSING AND AS TO ALL DATES INSERTED IN THIS OFFER.

THE BUYER'S OBLIGATION TO CONCLUDE THIS TRANSACTION IS CONDITIONED UPON THE CONSUMMATION OF THE FOLLOWING:

If this Offer is subject to financing, survey, percolation test, specific zoning or use, approval of recorded building and use restrictions and covenants, or any other contingency, it must be stated here. If none, so state.

None

BUYER agrees that unless otherwise specified, BUYER will, in good faith, pay all costs of securing any financing to the extent permitted by law, and will perform all acts necessary to expedite such financing.

Included in the purchase price are such of the following items as may be on the Property on the date of this Offer, which will be delivered free and clear of encumbrances: all fixtures; and all garden bulbs, plants, shrubs and trees.

ADDITIONAL ITEMS INCLUDED IN THE SALE: None.

ITEMS NOT INCLUDED IN THE SALE: None.

SELLER shall, upon payment of the purchase price, convey the Property by warranty deed free and clear of all liens and encumbrances, excepting: municipal and zoning ordinances, recorded easements for public utilities serving the Property, recorded building and use restrictions and covenants, general taxes levied in the year of Closing, provided none of the foregoing prohibit present use, and SELLER shall complete and

execute the documents necessary to record the conveyance. (WARNING: Recorded building and use restrictions and covenants can have material impact on the use of or improvements to the Property.)

This Offer is binding upon both parties only if a copy of the accepted Offer is deposited, postage or fees prepaid, in the U.S. mail, a commercial delivery system, or email addressed to BUYER at 1003 Avon Street, La Crosse, Wisconsin 54603; jmolson7@juno.com, or by personal delivery of the accepted Offer to BUYER on or before June 30, 2022. Otherwise, this Offer is void and all earnest money shall be promptly returned to BUYER.

This transaction is to be closed at the office of BUYER'S mortgagee or at the office of Hale, Skemp, Hanson, Skemp & Sleik on or before August 1, 2022, or at such other time and place as may be agreed in writing.

Legal possession of Property shall be delivered to BUYER on date of Closing.

Occupancy of Property shall be given to BUYER at closing.

Regardless of any provision in this Agreement to the contrary, SELLER makes no warranties or representations (other than warranties of title) regarding the Property. SELLER specifically shall convey the Property in an "**AS IS - WHERE IS CONDITION**". BUYER shall rely exclusively on BUYER'S inspection of the Property in proceeding with its purchase hereunder and not on any representation of SELLER or any of SELLER'S agents.

The following items shall be prorated as of the day of Closing: general taxes, rents and water and sewer use charges.

Special assessments, if any, for work on site actually commenced or levied prior to date of this Offer shall be paid by SELLER. All other special assessments shall be paid by BUYER. (Caution: Consider a special agreement if area assessments or homeowners' association assessments are contemplated.)

SELLER shall provide to BUYER at SELLER'S expense at least five (5) business days before Closing a commitment from a title insurance company licensed in Wisconsin to issue title insurance in the amount of the purchase price upon recording of proper documents; showing title to the Property as of a date no more than fifteen (15) days before such title proof is provided to BUYER to be in the condition called for in this Offer, and further subject only to liens which will be paid out of the proceeds of the Closing and standard title insurance exceptions. BUYER shall notify SELLER of any valid objection to title in writing by Closing. SELLER shall have a reasonable time, but not exceeding fifteen (15) days, to remove the objections, and Closing shall be extended as necessary for this purpose.

If the Property is damaged by fire or other elements prior to time of Closing in an amount which exceeds five percent of the purchase price, this offer may be canceled at option of BUYER. Should BUYER elect to carry out this agreement despite such damage, BUYER shall be entitled to the insurance proceeds relating to damage to property.

BUYER:

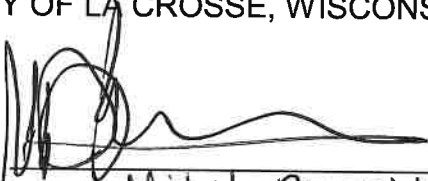
By: John M. Olson
Name: John M. Olson
Date: June 2, 2022

By: Sarah B. Olson
Name: Sarah B. Olson
Date: June 6, 2022

THIS OFFER IS HEREBY ACCEPTED, THE WARRANTIES AND REPRESENTATIONS MADE HEREIN SURVIVE THE CLOSING OF THIS TRANSACTION. THE UNDERSIGNED HEREBY AGREES TO SELL AND CONVEY THE ABOVE-MENTIONED PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

SELLER:

CITY OF LA CROSSE, WISCONSIN

By: 
Name: Mitch Reynolds
Title: Mayor
Date: June 20, 2022

By: _____
Name: _____
Title: _____
Date: June __, 2022



[Parcel Search](#) | [Permit Search](#)

717 WALL ST LA CROSSE

[Print View](#)

Parcel: 17-10006-90 Internal ID: 23727
Municipality: City of La Crosse Record Status: Current

Outstanding Taxes

<u>Tax Yr.</u>	<u>Bill #</u>	<u>Total Tax</u>	<u>Total Paid</u>	<u>Accrued Interest</u>	<u>Accrued Penalties</u>	<u>Remaining Bal.</u>
2016	62	\$1,075.97	\$240.47	\$582.18	\$291.09	\$1,708.77
2017	62	\$25,940.92	\$0.00	\$14,526.96	\$7,263.20	\$47,731.08
2018	62	\$207.09	\$0.00	\$91.08	\$45.76	\$343.93
2019	62	\$228.28	\$0.00	\$72.96	\$36.48	\$337.72
2020	61	\$227.91	\$0.00	\$45.60	\$22.80	\$296.31
2021	62	\$540.26	\$0.00	\$43.20	\$21.60	\$605.06

[Parcel](#)

[Taxes](#)

[Outstanding Taxes](#)

[Assessments](#)

[Deeds](#)

[Permits](#)

[History](#)

La Crosse County Land Records Information
(Ver: 2021.11.2.0)

[Site Disclaimer](#)

Agenda Item 22-1178 (Andrea Trane)

Resolution approving sale of surplus property and allocation of funds related to certain charges on real estate at 717 Wall Street.

General Location

Lower Northside and Depot Neighborhood Association, Council District 2. On Wall St between Caledonia and Avon Sts.

Background Information

The City acquired this property on 11/11/21 due to unpaid taxes. In 2017, while the property was privately owned, it was necessary for the City to perform certain work and services to the property in order to abate public nuisance issues, including, without limitation, the demolition of the improvements on the property. The cost for this work is included in the unpaid taxes on the property.

The City declared this parcel surplus 2/2/22 and advertised it to be for sale per the surplus land policy. The proposal from Mr. and Mrs. John and Sarah Olson was accepted by the Board of Public Works on 5/16/22.

After discussing the issue of clearing the unpaid taxes, the County has advised that at closing all fees would be paid and then the County would reimburse the City for the delinquent special charges,

Recommendation of Other Boards and Commissions

Offer to purchase was approved by the Board of Public Works on 5/16/22.

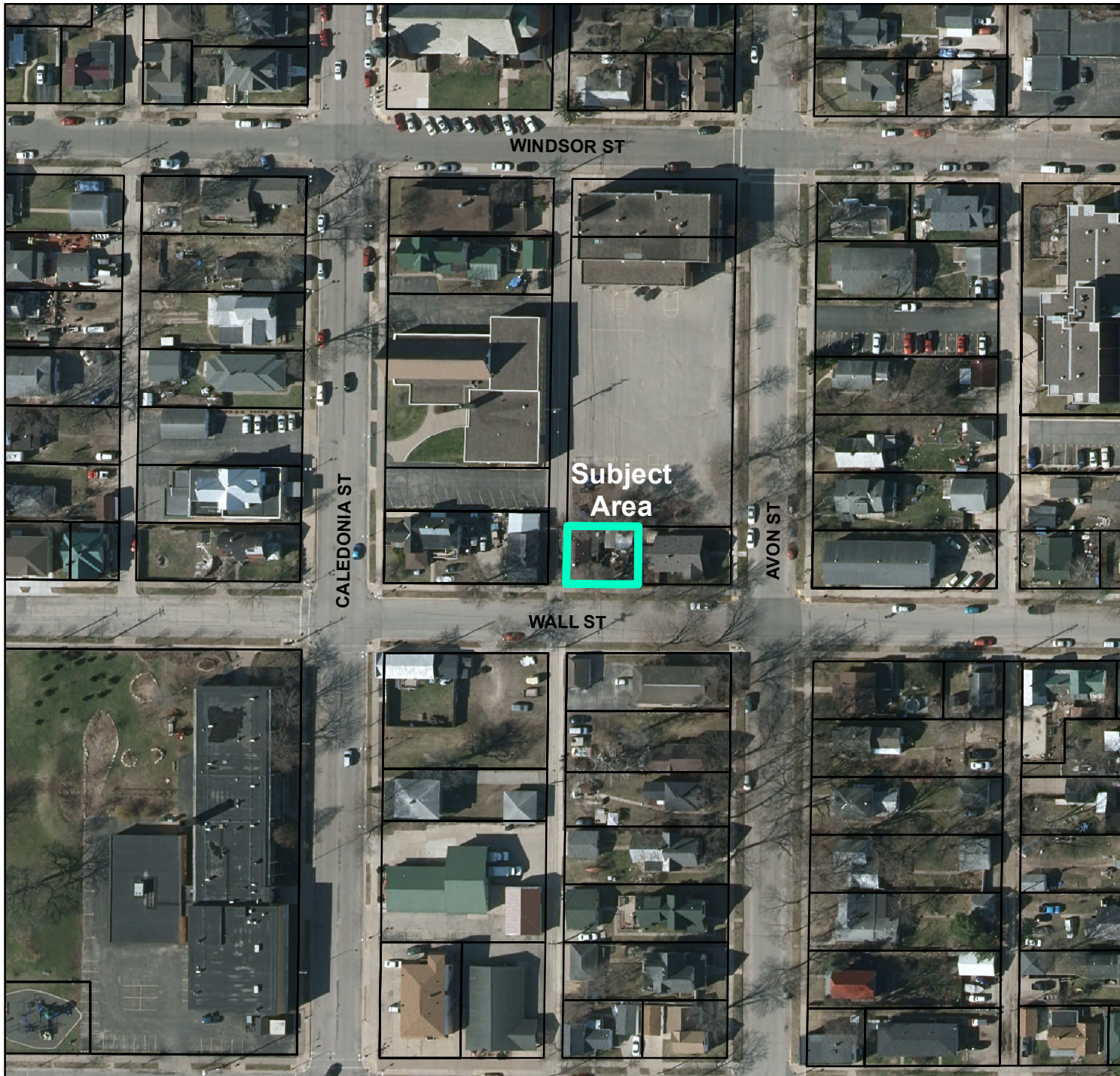
Consistency with Adopted Comprehensive Plan

Zoning of this property will remain residential and therefore still consistent with the Comprehensive Plan.



















Staff Recommendation

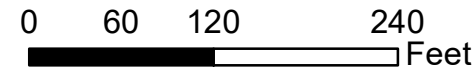
Planning staff recommend approval.

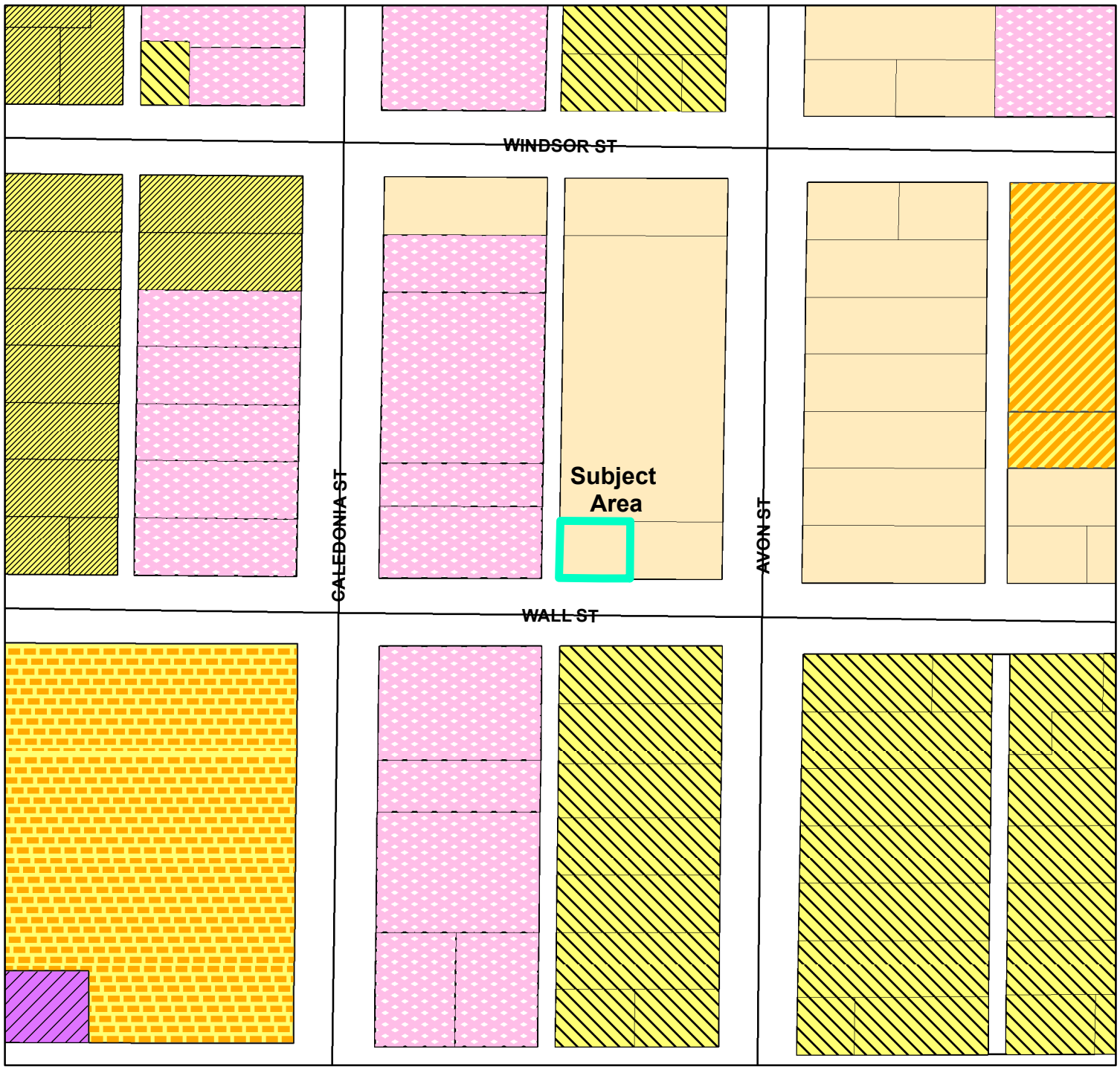
Routing F&P 10.6.2022



BASIC ZONING DISTRICTS

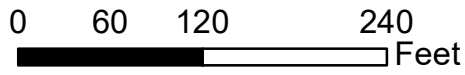
-  R1 - SINGLE FAMILY
-  R2 - RESIDENCE
-  WR - WASHBURN RES
-  R3 - SPECIAL RESIDENCE
-  R4 - LOW DENSITY MULTI
-  R5 - MULTIPLE DWELLING
-  R6 - SPECIAL MULTIPLE
-  PD- PLANNED DEVELOP
-  TND - TRAD NEIGH DEV.
-  C1 - LOCAL BUSINESS
-  C2 - COMMERCIAL
-  C3 - COMMUNITY BUSINESS
-  M1 - LIGHT INDUSTRIAL
-  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





BASIC ZONING DISTRICTS

- R1 - SINGLE FAMILY
- R2 - RESIDENCE
- WR - WASHBURN RES
- R3 - SPECIAL RESIDENCE
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CITY OF LA CROSSE BOARD OF PUBLIC WORKS

400 LA CROSSE ST
LA CROSSE WI 54601-3396

MITCH REYNOLDS, President
CHRISTINE KAHLOW, Council Member
REBECCA SCHWARZ, Council Member
MATTHEW GALLAGER, City Engineer
ANDREA TRANE, Director Planning & Development
NIKKI M. ELSEN, City Clerk - Secretary

October 3, 2022

Honorable Mayor and
Common Council Members

Re: 22-1178 Resolution approving sale of surplus property and allocation of funds related to certain charges on real estate at 717 Wall Street.

Ladies and Gentlemen:

The Board of Public Works considered the above matter at their meeting on October 3, 2022 and recommends the same be adopted.

Sincerely,

Mitch Reynolds
President

/nme



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-1184

Agenda Date: 10/6/2022

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution authorizing the Mayor and City Clerk to sign State/Municipal Agreement for the Reconstruction of 6th Street South from Cass Street to State Street (Project I.D. #5991-07-60/61/62).

RESOLUTION

WHEREAS, the City of La Crosse received STP-Urban Funds to replace 6th Street South from Cass Street to State Street due to deterioration of the street.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the Mayor and City Clerk are authorized to sign the State/Municipal Agreement for the reconstruction of 6th Street South from Cass Street to State Street (Project I.D. #5991-07-60/61/62).

BE IT FURTHER RESOLVED that the State/Municipal Agreement be referred to the 2023-2027 Capital Improvement Program for funding.

BE IT FURTHER RESOLVED that the Director of Engineering & Public Works and Finance Director hereby authorized to perform all duties to effectuate this resolution.

WisDOT Division of Transportation System Development
Southwest Region – La Crosse Office
3550 Mormon Coulee Road
La Crosse, WI 54601

Governor Tony Evers
Secretary Craig Thompson
wisconsin.gov
Telephone: (608) 789-7879
FAX: (608) 785-9969
Email: robert.winterton@dot.wi.gov



June 27, 2022

MATTHEW GALLAGER
DIRECTOR OF ENGINEERING & PUBLIC WORKS
CITY OF LA CROSSE
400 LA CROSSE STREET
LA CROSSE, WI 54601

Mr. Gallager:

Enclosed for signature is the project agreement for the following project that has approved funds in the 2022 - 2027 STP-Urban Program.

Project I.D.: 5991-07-60/61/62
City of La Crosse, 6th Street
Cass Street to State Street

Please sign and return one (1) copy of the agreement. Electronic signatures are acceptable. Return the copy of the agreement by e-mail to the Department with signatures by August 5, 2022:

michael.erickson@dot.wi.gov

Note the cost ratios for each project phase and any federal/state funding limits which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding limits, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed until a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) ***MUST NOT*** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

Our office will be working with the local sponsor as we move forward with these design and construction projects. Brandan Burger is the Local Program Project Manager (LPPM) for these projects, and you can contact him at: (608) 267-4019 or Brandan.Burger@dot.wi.gov .

If you have any questions regarding the agreement or need an extension to the submittal date, please call me at (608) 789-7879 or robert.winterton@dot.wi.gov.

Sincerely,

Robert Winterton

Robert Winterton, P.E.
Local Programs Engineer – SW Region



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET URBANIZED
AREA STP-URBAN PROJECT**

Program Name: STP-Urban

Population Group: 50,000 – 200,000

Sub-program #: 206

Cycle: 2022-2027

Date: June 27, 2022

I.D.: 5991-07-60/61/62

Road Name: 6th Street

Limits: Cass Street to State Street

County: La Crosse

Roadway Length: 0.30 miles

Functional Classification: Collector

Project Sponsor: City of La Crosse

The signatory, **City of La Crosse**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: **The existing roadway is a 2-lane collector. It is a 38-foot wide facility with an urban cross section constructed of concrete pavement and concrete curb & gutter. The roadway was last improved in 1970 and has a current pavement rating of 5. There is existing sidewalks on both sides of the roadway and no bicycle accommodations.**

Proposed Improvement - Nature of work: **A reconstruction project is proposed from Cass Street to State Street. The project will be 0.30 miles in length constructed of concrete pavement with 10-foot wide travel lanes, 5-foot wide bike lane, 6-foot wide shoulder and concrete curb and gutter. Sidewalk will remain on both sides of the roadway. Storm sewer, sanitary sewer, and water main improvements will be included in this project. Decorative street lighting will also be included.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **Sanitary sewer and water main.**

The Municipality agrees to the following 2022-2027 Urbanized Area project funding conditions:

Project ID 5991-07-60 design costs are funded 100% by the Municipality including state review.

Project ID 5991-07-61 construction costs are funded with up to 80% federal funding up to a funding limit of \$2,216,000. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$2,216,000 federal funding limit. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

Project ID 5991-07-62 construction costs for sanitary sewer and water main are funded 100% by the Municipality including state review.

This project is currently scheduled in State Fiscal Year **2025**. Sunset date: **June 30, 2030**.

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled.

Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal or State funding exceed the estimate of **\$2,216,000** in the Summary of Costs Table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 5991-07-60					
Design	\$160,000	\$0	0%	\$160,000	100%
State Review	\$22,200	\$0	0%	\$22,200	100%
<i>Project totals</i>	\$182,200	\$0		\$182,200	
ID 5991-07-61*					
Participating Construction	\$2,770,000	\$2,019,184.21	80%	\$750,815.79	20% + BAL
Non-Participating Construction	\$0	\$0	0%	\$0	100%
Construction Engineering	\$249,600	\$181,945.26	80%	\$67,654.74	20% + BAL
State Review	\$20,400	\$14,870.53	80%	\$5,529.47	20% + BAL
<i>Project totals</i>	\$3,040,000	\$2,216,000		\$824,000	
ID 5991-07-62 (Sanitary & Water)					
Design	\$410,000	\$0	0%	\$410,000	100%
State Review	\$8,200	\$0	0%	\$8,200	100%
<i>Project totals</i>	\$418,200	\$0		\$418,200	
Total Est. Cost Distribution	\$3,640,400	\$2,216,000	N/A	\$1,424,400	N/A

*Construction ID# 5991-07-61 federal funding is limited to **\$2,216,000**.

This request is subject to the terms and conditions that follow (pages 3 – 8) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality. Signed for and in behalf of: City of La Crosse (please sign in blue ink.)		
Title	Date	Name
Signed for and in behalf of the State:		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2022-2027 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. State review services for construction ID 5991-07-61.
5. The work will be administered by the State and may include items not eligible for federal participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2022-2027 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current *WisDOT Facilities Development Manual*.

- h. Real estate for the improvement.
 - i. Preliminary engineering and design.
 - j. State review services design ID 5991-07-60.
 - k. Other 100% Municipality funded items: None.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
 9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
 10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
 11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat.51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
 12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal financing commitments or are ineligible for federal financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
 13. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2022-2027 STP improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
 14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
 15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

- e. Provide complete plans, specifications, and estimates to State upon request.
- f. Provide relocation orders and real estate plats to State upon request.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under Municipal Responsibilities and Requirements.

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.
20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following 2022-2027 Urbanized Area STP-Urban project funding conditions:
 - a. ID 5991-07-60: Design is funded 100% by the Municipality. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 100% by the Municipality.

- b. ID 5991-07-61: Construction:
 - i. Costs for participating construction items are funded with 80% federal funding up to a funding limit of \$2,216,000, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the \$2,216,000 federal funding limit.
 - ii. Non-participating costs for non-participating construction items are funded 100% by the Municipality. Costs include construction delivery.
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
- c. ID 5991-07-62: Construction: Sanitary Sewer and Water Main
 - i. Costs for participating construction items are funded 100% by the Municipality.
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 100% by the Municipality.

[End of Document]



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-1204

Agenda Date: 10/6/2022

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution approving use of unbudgeted Utility funds for the material costs associated with the Hagar street extension.

RESOLUTION

WHEREAS, resolution 21-0887 approved Development Agreement for improvements being constructed on the former Trane Plant 6 site; and

WHEREAS, the development of this project requires the extension of Hagar Street, which was agreed to be funded and owned by the City of La Crosse with available Tax Increment District (TID) 16 cash with an estimated project cost of \$803,000; and

WHEREAS, ~~\$156,057.61~~ \$155,204.10 is needed in utility materials for said public improvement.

NOW THEREFORE BE IT RESOLVED, that up to \$160,000 be allocated from the appropriate Utility Cash Reserves Accounts (Sanitary 630, Water 640, and Storm 650) to fund the respective utility materials for the Hagar Street extension, which is a public improvement in TID 16.

BE IT FURTHER RESOLVED, that the Utility funds shall be allocated as follow:

Sanitary Fund 630	\$30,000 <u>\$46,112.58</u>
Water Fund 640	\$70,000 <u>\$73,193.00</u>
Storm Fund 650	\$60,000 <u>\$35,898.52</u>

BE IT FURTHER RESOLVED that City staff are hereby authorized to effectuate this Resolution.

Resolution approving use of unbudgeted Utility funds for the material costs associated with the Hagar street extension.

RESOLUTION

WHEREAS, resolution 21-0887 approved Development Agreement for improvements being constructed on the former Trane Plant 6 site; and

WHEREAS, the development of this project requires the extension of Hagar Street, which was agreed to be funded and owned by the City of La Crosse with available Tax Increment District (TID) 16 cash with an estimated project cost of \$803,000; and

WHEREAS, \$156,057.61 is needed in utility materials for said public improvement.

NOW THEREFORE BE IT RESOLVED, that up to \$160,000 be allocated from the appropriate Utility Cash Reserves Accounts (Sanitary 630, Water 640, and Storm 650) to fund the respective utility materials for the Hagar Street extension, which is a public improvement in TID 16.

BE IT FURTHER RESOLVED, that the Utility funds shall be allocated as follow:

Sanitary Fund 630	\$30,000
Water Fund 640	\$70,000
Storm Fund 650	\$60,000

BE IT FURTHER RESOLVED that City staff are hereby authorized to effectuate this Resolution.



CITY OF LA CROSSE BOARD OF PUBLIC WORKS

400 LA CROSSE ST
LA CROSSE WI 54601-3396

MITCH REYNOLDS, President
CHRISTINE KAHLOW, Council Member
REBECCA SCHWARZ, Council Member
MATTHEW GALLAGER, City Engineer
ANDREA TRANE, Director Planning & Development
NIKKI M. ELSEN, City Clerk - Secretary

October 3, 2022

Honorable Mayor and
Common Council Members

Re: 22-1204 Resolution approving use of unbudgeted Utility funds for the material costs associated with the Hagar street extension.

Ladies and Gentlemen:

The Board of Public Works considered the above matter at their meeting on October 3, 2022 and recommends the same be adopted.

Sincerely,

Mitch Reynolds
President

/nme



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-0793

Agenda Date: 10/6/2022

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution authorizing parcel exchange and easement with the University of Wisconsin – La Crosse for new Fire Station #2 on La Crosse Street.

RESOLUTION

WHEREAS, the City of La Crosse is constructing a new fire station #2 on La Crosse Street, and

WHEREAS, adequate access to this station will require a parcel exchange with the University of Wisconsin-La Crosse (UW-L), and

WHEREAS, an easement is required for access into the fire station, and

WHEREAS, the parcel exchange between the City of La Crosse and UW-L will include the needed easement for access,

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of La Crosse that it hereby authorizes a parcel exchange between the City of La Crosse and the University of Wisconsin – La Crosse, as well as an easement, for the new fire station on La Crosse Street as agreed to in a Land Exchange Agreement between the City of La Crosse and the Board of Regents of the University of Wisconsin dated 9/28/2022.

BE IT FURTHER RESOLVED that there is hereby appropriated the sum of \$150.00 from the Fire Department Operating Budget in connection with said transfer all costs associated with said transfer, including but not limited to title work and recording fees.

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

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

LAND EXCHANGE AGREEMENT

The Board of Regents of the University of Wisconsin System, (“BOR”) further represented in this transaction as University of Wisconsin-La Crosse (“UW-L”) and the City of La Crosse (“City”) hereby agree to exchange vacant parcels of land,

WHEREAS the City is the owner of a certain parcel of property, located in the City proximate to the UW-L campus, County of La Crosse, State of Wisconsin, and more particularly described in EXHIBIT A as Outlot 1 (“Outlot 1”), and UW-L is the owner of a certain parcel of property, located in the City of La Crosse, County of La Crosse, State of Wisconsin, and more particularly described in EXHIBIT A as Outlot 2 (“Outlot 2”).

WHEREAS, the party granting the outlot shall be known as the “Granting Party” herein, and the party receiving the outlot shall be known as the “Receiving Party” herein.

WHEREAS UW-L and the City desire to exchange their respective outlots in consideration of the premises, mutual promises, and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and hereby agree as follows:

Time is of the essence as to acceptance, legal possession, occupancy, date of closing and any other dates contained in this Contract.

BOR’s obligation to grant Outlot 1 and accept Outlot 2 is contingent upon:

- (1) UW-L obtaining approval of the BOR once this Contract has been executed. In addition, BOR must obtain the approval of the State Building Commission. Should either the BOR or State Building Commission decline to approve the acquisition of this property, this offer to exchange will be null and void.

City’s obligation to grant Outlot 2 and accept Outlot 1 is contingent upon:

- (1) BOR, UW-L, and the City approval of the definition and subdivision of both parcels. This shall include but not be limited to any title report or other documentation required by the City of La Crosse, any fees or other charges imposed by the City of La Crosse, or any other governmental entity required by the City as a condition for approval of the exchange of the property to each party.

BOR shall convey Outlot 1 by Quitclaim Deed and the City shall convey Outlot 2 by Quitclaim Deed, in each instance free and clear of all liens and encumbrances, excepting municipal and zoning ordinances, recorded easements; recorded building and use restrictions and covenants; and special assessments. Both parties shall complete and execute documents necessary to record the conveyance. Closing costs and fees shall be borne by each party individually.

The offer in this Contract is binding upon both parties if a copy of the Contract, signed by the City of La Crosse indicating its acceptance, is deposited, postage or fees prepaid, in the U.S. mail or a commercial delivery system, addressed to BOR at The University of Wisconsin System,

Attn.: Jennifer S. Lattis, System Legal Counsel, 18th Floor, Van Hise Hall, 1220 Linden Drive, Madison, Wisconsin 53706, or by electronic mail delivered to Ellen Rosner, erosner@uwsa.edu, or by personal delivery of the accepted offer to BOR at that address on or before _____ 2022. Otherwise, the offer herein be null and void.

This transaction is anticipated to be closed at the office of a mutually agreed upon title insurance company, within thirty (30) days after receipt of State Building Commission approval, tentatively scheduled for October 2022 and subject to change based on the Commission's calendar. If the transaction is not scheduled for review at the October 2022 meeting, then such approval shall be requested the next month the State Building Commission meets. Unless there are items to be cleared from the title report, closing shall occur at such other time and place as may be agreed to by the parties.

Both parties represent to each other that they have not dealt with any real estate agent, broker, or finder in connection with this exchange contemplated herein.

BOR and the City represent that neither property is located in a flood plain. Both BOR and the City further confirm that neither has knowledge of any:

- (a) Planned or commenced public improvements which may result in special assessment or otherwise materially affect the property.
- (b) Government agency or court order requiring repair, alteration, or correction of any existing condition.
- (c) Underground storage tanks or any structural, mechanical, or other defects of material significance affecting the property including but not limited to inadequacy for normal use of mechanical systems, waste disposal systems, and the presence of any dangerous or toxic materials or conditions affecting the property. BOR and the City both attest that neither stored, buried, or discharged any hazardous or dangerous substance or any other material on either Property which require removal or remedial actions and has no notice or knowledge that any such substances or materials have been stored, buried, or discharged on the property.

Special assessments, if any, for work on site actually commenced or levied prior to the date of this Contract shall be paid by the Granting Party for its respective Outlot. All other special assessments shall be paid by the Receiving Party for the Outlot it receives.

Both BOR and the City shall obtain at their individual expense, at least five (5) business days prior to closing, a commitment from a title insurance company licensed in Wisconsin to issue title insurance for the minimum amount allowable, naming the future owner of each parcel as the insured, as their interest may appear, and further subject to standard title insurance exceptions or abstract certificate limitations as appropriate, written by a title insurance company licensed by the State of Wisconsin. Each party shall notify the other of any valid objection to title in writing by closing. Each party shall have a reasonable time to remove the objections, and closing shall be extended as necessary for this purpose.

If there is any defect in either title that BOR or the City is unwilling to waive, or if BOR is unable to obtain all requested approvals from the State Building Commission to transfer Outlot 1, then the offer herein will be null and void.

BOR and the City agree to act in good faith and use diligence in completing the terms of this Contract. This Contract binds and inures to the benefit of the parties to this agreement and their successors in interest.

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN

By: _____
Alexandria Roe Date
Sr. Associate Vice President
University of Wisconsin System Administration

Federal Identification Number: 39-6006492

ACCEPTANCE

THIS OFFER IS HEREBY ACCEPTED. THE WARRANTIES MADE HEREIN SURVIVE THE CLOSING OF THIS TRANSACTION. THE UNDERSIGNED HEREBY AGREES TO SELL AND CONVEY THE ABOVE-MENTIONED PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Dated: _____

CITY OF LA CROSSE

By: _____
Mitch Reynolds Date
Mayor, City of La Crosse

Federal Identification Number: _____

Resolution authorizing parcel exchange and easement with the University of Wisconsin – La Crosse for new Fire Station #2 on La Crosse Street.

RESOLUTION

WHEREAS, the City of La Crosse is constructing a new fire station #2 on La Crosse Street, and

WHEREAS, adequate access to this station will require a parcel exchange with the University of Wisconsin-La Crosse (UW-L), and

WHEREAS, an easement is required for access into the fire station, and

WHEREAS, the parcel exchange between the City of La Crosse and UW-L will include the needed easement for access,

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of La Crosse that it hereby authorizes a parcel exchange between the City of La Crosse and the University of Wisconsin – La Crosse, as well as an easement, for the new fire station on La Crosse Street as agreed to in a Land Exchange Agreement between the City of La Crosse and the Board of Regents of the University of Wisconsin.

BE IT FURTHER RESOLVED that there is hereby appropriated the sum of \$150.00 from the Fire Department Operating Budget in connection with said transfer all costs associated with said transfer, including but not limited to title work and recording fees.

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

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

LAND EXCHANGE AGREEMENT

The Board of Regents of the University of Wisconsin System, (“BOR”) further represented in this transaction as University of Wisconsin-La Crosse (“UW-L”) and the City of La Crosse (“City”) hereby agree to exchange vacant parcels of land,

WHEREAS the City is the owner of a certain parcel of property, located in the City proximate to the UW-L campus, County of La Crosse, State of Wisconsin, and more particularly described in EXHIBIT A as Outlot 1 (“Outlot 1”), and UW-L is the owner of a certain parcel of property, located in the City of La Crosse, County of La Crosse, State of Wisconsin, and more particularly described in EXHIBIT A as Outlot 2 (“Outlot 2”).

WHEREAS UW-L and the City desire to exchange these parcels in consideration of the premises, mutual promises, and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and hereby agree as follows:

Time is of the essence as to acceptance, legal possession, occupancy, date of closing and any other dates contained in this Contract.

BOR’s obligation to accept their parcel of land is contingent upon:

- (1) UW-L obtaining approval of the BOR once this Contract has been executed. In addition, BOR must obtain the approval of the State Building Commission. Should either the BOR or State Building Commission decline to approve the acquisition of this property, this offer to exchange will be null and void.

City’s obligation to exchange the parcel of land is contingent upon:

- (1) BOR, UW-L, and the City approval of the definition and subdivision of both parcels. This shall include but not be limited to any title report or other documentation required by the City of La Crosse, any fees or other charges imposed by the City of La Crosse, or any other governmental entity required by the City as a condition for approval of the exchange of the property to each party.

BOR shall convey the property by Quitclaim deed while the City shall convey the property by Quitclaim Deed, free and clear of all liens and encumbrances, excepting municipal and zoning ordinances, recorded easements; recorded building and use restrictions and covenants; and special assessments. Both parties shall complete and execute documents necessary to record the conveyance. Closing costs and fees shall be borne by each party individually.

This offer is binding upon both parties if a copy of the accepted offer is deposited, postage or fees prepaid, in the U.S. mail or a commercial delivery system, addressed to the Buyer at The University of Wisconsin System, Attn.: Jennifer S. Lattis, System Legal Counsel, 18th Floor, Van Hise Hall, 1220 Linden Drive, Madison, Wisconsin 53706, or by electronic mail delivered to Ellen Rosner, erosner@uwsa.edu, or by personal delivery of the accepted offer to BOR at that address on or before _____ 2022. Otherwise, this offer shall be null and void.

This transaction is anticipated to be closed at the office of a mutually agreed upon title insurance company, within thirty (30) days after receipt of State Building Commission approval, tentatively scheduled for October 2022 and subject to change based on the Commission's calendar. If the transaction is not scheduled for review at the October 2022 meeting, then such approval shall be requested the next month the State Building Commission meets. Unless there are items to be cleared from the title report, closing shall occur at such other time and place as may be agreed to by the parties.

Both parties represent to each other that they have not dealt with any real estate agent, broker, or finder in connection with this exchange contemplated herein.

BOR and the City warrant that neither property is located in a flood plain. Both BOR and the City further confirm that neither has knowledge of any:

- (a) Planned or commenced public improvements which may result in special assessment or otherwise materially affect the property.
- (b) Government agency or court order requiring repair, alteration, or correction of any existing condition.
- (c) Underground storage tanks or any structural, mechanical, or other defects of material significance affecting the property including but not limited to inadequacy for normal use of mechanical systems, waste disposal systems, and the presence of any dangerous or toxic materials or conditions affecting the property. BOR and the City both attest that neither stored, buried, or discharged any hazardous or dangerous substance or any other material on either Property which require removal or remedial actions and has no notice or knowledge that any such substances or materials have been stored, buried, or discharged on the property.

Special assessments, if any, for work on site actually commenced or levied prior to the date of this Contract shall be paid by the Granting Party for its respective Outlot. All other special assessments shall be paid by the Receiving Party for the Outlot it receives.

Both BOR and the City shall obtain at their individual expense, at least five (5) business days prior to closing, a commitment from a title insurance company licensed in Wisconsin to issue title insurance for the minimum amount allowable, naming the future owner of each parcel as the insured, as their interest may appear, and further subject to standard title insurance exceptions or abstract certificate limitations as appropriate, written by a title insurance company licensed by the State of Wisconsin. Each party shall notify the other of any valid objection to title in writing by closing. Each party shall have a reasonable time to remove the objections, and closing shall be extended as necessary for this purpose.

If there is any defect in either title that BOR or the City is unwilling to waive, or if BOR is unable to obtain all requested approvals from the State Building Commission to transfer the subject property, then this Offer to Purchase will be null and void.

BOR and the City agree to act in good faith and use diligence in completing the terms of this Contract. This Contract binds and inures to the benefit of the parties to this agreement and their successors in interest.

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN

By: _____
Alexandria Roe Date
Sr. Associate Vice President
University of Wisconsin System Administration

Federal Identification Number: 39-6006492

ACCEPTANCE

THIS OFFER IS HEREBY ACCEPTED. THE WARRANTIES MADE HEREIN SURVIVE THE CLOSING OF THIS TRANSACTION. THE UNDERSIGNED HEREBY AGREES TO SELL AND CONVEY THE ABOVE-MENTIONED PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Dated: _____

CITY OF LA CROSSE

By: _____
Mitch Reynolds Date
Mayor, City of La Crosse

Federal Identification Number: _____

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made between The Board of Regents of the University of Wisconsin System, the successor corporation to The Regents of the University of Wisconsin ("Grantor," whether one or more), and the City of La Crosse, ("Grantee," whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in La Crosse County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

OUTLOT 2 (CSM, Document No.1798119) being PART OF Lots 22, 23, 24, & 25, Samuel T. Smith's Addition; Lot 8 & 9, Block 3 D.C. Evan's Addition; Vacated 14th Street N.; Vacated Forest Avenue, Vacated Farwell Street; all in the NW ¼ - EW ¼, Section 32, T16N-R7W; City of La Crosse, La Crosse County, Wisconsin.

See **Exhibit A** attached hereto and incorporated herein by reference.

Recording Area

Name and Return Address
General Counsel, City of La Crosse
City Hall
400 La Crosse Street, 6th Floor
La Crosse, WI 54601

17-20247-30

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

Dated as of _____, 2022.

The Board of Regents of the University of Wisconsin System

_____(SEAL) By: _____(SEAL)
* _____ *Its: _____

_____(SEAL) _____(SEAL)
* _____ *

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____
authenticated on _____

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

Personally came before me on _____,
the above named _____
to me known to be the person(s) who executed the foregoing
instrument and acknowledge the same.

THIS INSTRUMENT DRAFTED BY:
Ellen Rosner
University of Wisconsin System Administration

* _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

© 2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

*Type name below signatures.

EXHIBIT A

CERTIFIED SURVEY MAP

State Bar of Wisconsin Form 3-200
QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made between the City of La Crosse ("Grantor," whether one or more),
and The Board of Regents of the University of Wisconsin System,
_____ ("Grantee," whether one or more).

Grantor quitclaims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in La Crosse County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

OUTLOT 1 (CSM, Document No.1798119) being PART OF Lots 22, 23, 24, & 25, Samuel T. Smith's Addition; Lot 8 & 9, Block 3 D.C. Evan's Addition; Vacated 14th Street N.; Vacated Forest Avenue, Vacated Farwell Street; all in the NW ¼ - EW ¼, Section 32, T16N-R7W; City of La Crosse, La Crosse County, Wisconsin.

Recording Area

Name and Return Address
UWSA Capital Planning and Budget
780 Regent Street
Madison, WI 53715

Exhibit A attached hereto and incorporated herein by reference.

17-20247-30

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

Dated as of _____, 2022.

City of La Crosse

_____(SEAL) By: _____(SEAL)
* _____ *Its: _____
_____(SEAL) _____(SEAL)
* _____ *

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

authenticated on _____.

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

Personally came before me on _____,
the above named _____
_____ to me known to be the person(s) who executed the foregoing
instrument and acknowledge the same.

THIS INSTRUMENT DRAFTED BY:
Ellen Rosner
University of Wisconsin System Administration

* _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
QUIT CLAIM DEED © 2003 STATE BAR OF WISCONSIN FORM NO. 3-2003
*Type name below signatures.

EXHIBIT A

CERTIFIED SURVEY MAP

Exhibit A



OFFICE OF THE MAYOR
LA CROSSE

22-0793

SHORT CIRCUIT

September 19, 2022

I hereby approve the submitting of the attached Legislation "Resolution authorizing land swap and easement with the University of Wisconsin – La Crosse for new Fire Station #2 on La Crosse Street" 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.

Mayor Mitch Reynolds

OUT OF 17-20247-30 DELETE FOR 2023 (N/O CLAX) NOW 17-20247-32 & PRT OF 17-20247-31
17-20247-20 SPLIT FOR 2023 (N/O BOARD OF REGENTS) NOW PRT 17-20247-21 & PRT OF 17-20247-31
17-20247-40 SPLIT FOR 2023 (N/O BOARD OF REGENTS) NOW PRT OF 17-20247-21 & 17-20247-31 & 17-20247-41
17-20095-50 SPLIT FOR 2023 (N/O BOARD OF REGENTS) NOW PRT OF 17-20247-41

NOW 17-20247-31 WILL BE IN N/O CLAX & BOARD OF REGENTS
17-20247-32 DEDICATED TO PUBLIC - N/O C LAX
17-20247-21 N/O BOARD OF REGENTS
17-20247-41 N/O BOARD OF REGENTS
ALL NEW FOR 2023



DocId:8409161
Tx:4111467

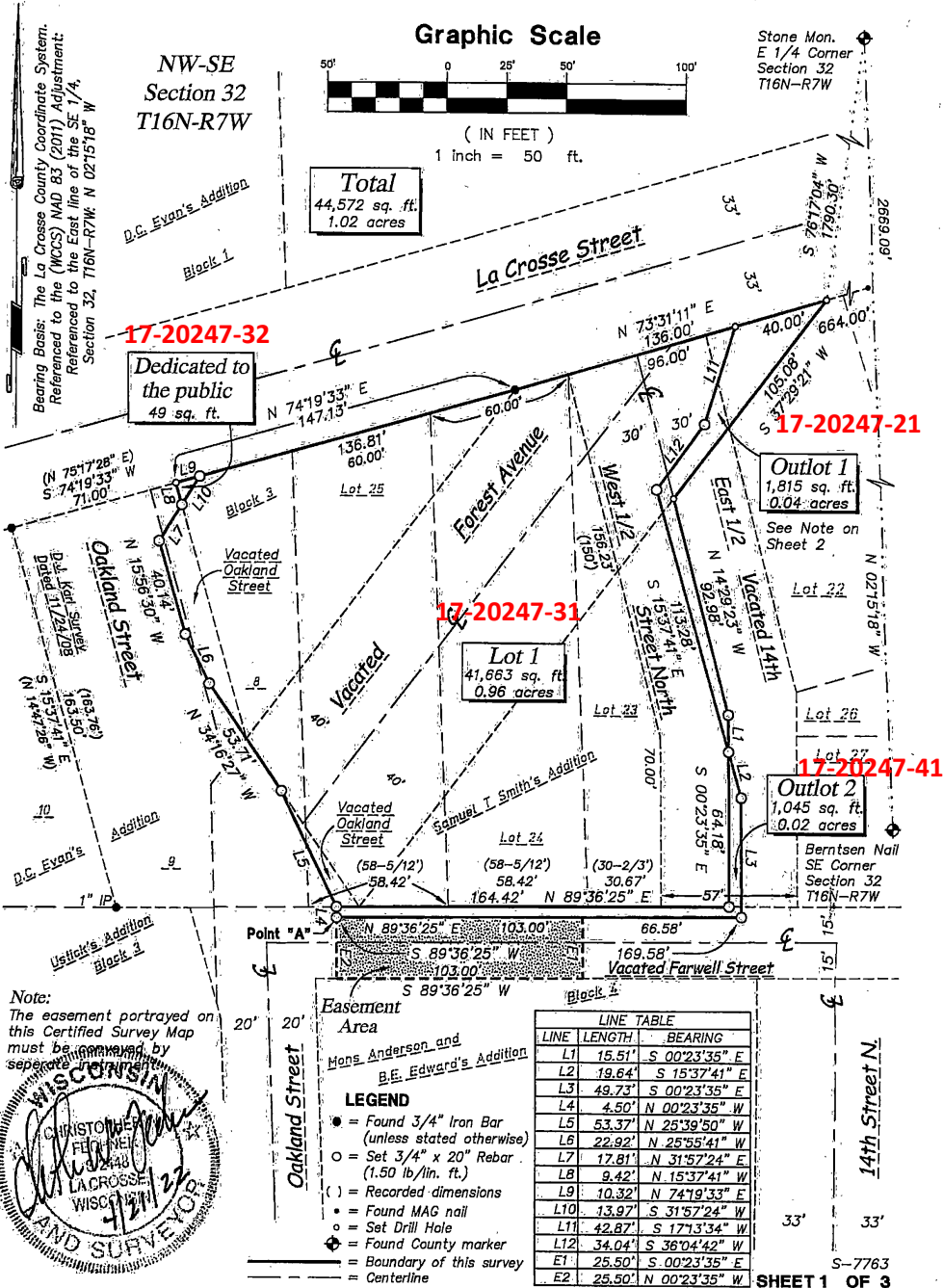
1798119
LACROSSE COUNTY
REGISTER OF DEEDS
ROBIN L. KADRMAS

CERTIFIED SURVEY MAP No. _____

PART OF

Lots 22, 23, 24, & 25, Samuel T. Smith's Addition; Lot 8 & 9, Block 3, D.C. Evan's Addition; Vacated 14th Street N.; Vacated Forest Avenue, Vacated Farwell Street; all in the NW 1/4 - SE 1/4, Section 32, T16N-R7W; City of La Crosse, La Crosse County, Wisconsin

RECORDED ON
08/15/2022 11:21 AM
PAGE COUNT: 3
VOLUME: 19 PAGE: 172



CERTIFIED SURVEY MAP

PART OF

Lots 22, 23, 24, & 25, Samuel T. Smith's Addition; Lot 8 & 9, Block 3,
D.C. Evan's Addition; Vacated 14th Street N.; Vacated Forest Avenue,
Vacated Farwell Street; all in the NW 1/4 - SE 1/4, Section 32,
T16N-R7W; City of La Crosse, La Crosse County, Wisconsin

SURVEYOR'S CERTIFICATE

I, Christopher W. Fechner, Professional Land Surveyor, do hereby certify that I have surveyed and mapped this Certified Survey Map being part of Lots 22, 23, 24, and 25, Samuel T. Smith's Addition; Lot 8 and Lot 9, Block 3, D.C. Evan's Addition; Vacated 14th Street North; Vacated Forest Avenue; Vacated Farwell Street; all in the NW 1/4 of the SE 1/4, Section 32, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows:

Commencing at the East 1/4 corner of Section 32, thence S 76°17'04" W 1790.30 feet to the South right-of-way line of La Crosse Street, the easterly right-of-way line of Vacated Forest Avenue and the point of beginning of this description:

thence, along said easterly right-of-way line, S 37°29'21" W 105.08 feet to the centerline of Vacated 14th Street North;
thence, along said centerline, S 14°29'23" E 92.98 feet;
thence, continuing along said centerline, S 00°23'35" E 15.51 feet;
thence S 15°37'41" E 19.64 feet;
thence S 00°23'35" E 49.73 feet;
thence S 89°36'25" W 169.58 feet to the West line of Vacated Farwell Street;
thence, along said West line, N 00°23'35" W 4.50 feet to the North right-of-way line of Vacated Farwell Street;
thence N 25°39'50" W 53.37 feet to the East right-of-way line of Oakland Street;
thence, along said East right-of-way line and its northerly prolongation, N 34°16'27" W 53.71 feet;
thence N 25°55'41" W 22.92 feet;
thence N 15°56'30" W 40.14 feet;
thence N 31°57'24" E 17.81 feet to said East right-of-way line of Oakland Street;
thence, along said East right-of-way line, N 15°37'41" W 9.42 feet to the South right-of-way line of La Crosse Street;
thence, along said South right-of-way line, N 74°19'33" E 147.13 feet;
thence, continuing along said South right-of-way line, N 73°31'11" E 136.00 feet to the point of beginning of this description.

Access easement description for ingress and egress being part of Vacated Farwell Street, located in the NW 1/4 of the SE 1/4, Section 32, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows:

Beginning at the southwest corner of the parcel described above, (being Point "A"), thence N 89°36'25" E 103.00 feet;
thence S 00°23'35" E 25.50 feet to the South right-of-way line of Vacated Farwell Street;
thence, along said South right-of-way line, S 89°36'25" W 103.00 feet to the West line of said Vacated Farwell Street;
thence, along said West line, N 00°23'35" W 25.50 feet to the point of beginning of this easement description.

Subject to any easements, covenants and restrictions of record.

That I have made such survey, map and division of land at the direction of the City of La Crosse and the Board of Regents, owners of said land.

That such map is a correct representation of the exterior boundaries of the land surveyed and subdivision thereof made.

That I have fully complied with the provisions of s.236.34, Wisconsin Statutes and with the subdivision ordinances of the City of La Crosse in surveying and mapping the same.

Note: Lot 1 will be retained by the City; Outlot 1 will be deeded to the Board of Regents; Outlot 2 will be deeded to the City. The easement will benefit the City.

Christopher W. Fechner PLS #2448
Coulée Region Land Surveyors, LLC
917 S. 4th Street
La Crosse, WI 54601

Owners:
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

Board of Regents
1725 State Street
La Crosse, WI 54601



S-7763

SHEET 2 OF 3

CERTIFIED SURVEY MAP

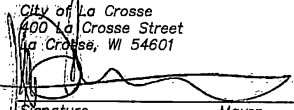
PART OF

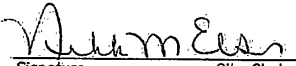
Lots 22, 23, 24, & 25, Samuel T. Smith's Addition; Lot 8 & 9, Block 3, D.C. Evan's Addition; Vacated 14th Street N.; Vacated Forest Avenue, Vacated Farwell Street; all in the NW 1/4 - SE 1/4, Section 32, T16N-R7W; City of La Crosse, La Crosse County, Wisconsin

Owner's Certificate of Public Dedication:

As owner, we hereby certify that we have caused the land described on this Certified Survey Map to be surveyed, divided, mapped, and dedicated as shown on this Certified Survey Map:

Owner:
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

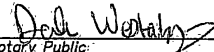

Signature Mayor


Signature City Clerk

Signed this 11th Day of July, 2022 Signed this 11 Day of July, 2022

State of Wisconsin)
La Crosse County)

Personally came before me this 11th day of July, 2022, the above named owner, to me known to be the person who executed the foregoing instrument and acknowledged the same.


Notary Public
La Crosse County, Wisconsin.

Dale Westaby
Printed Name

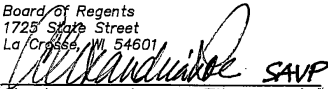
My Commission expires: 2-1-2026



Owner's Approval Certificate:

As owner, we hereby certify that we have caused the land described on this Certified Survey Map to be surveyed, divided, mapped, and dedicated as shown on this Certified Survey Map.

Owner:
Board of Regents
1725 State Street
La Crosse, WI 54601

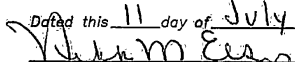

Signature Title

Alexandra Roe
Printed Name

Signed this 5 Day of August, 2022

CITY OF LA CROSSE APPROVAL

Resolved that this Certified Survey Map is hereby approved by the City of La Crosse.

Dated this 11 day of July, 2022

City Clerk

S-7763
SHEET 3 OF 3



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-1244

Agenda Date: 10/6/2022

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution authorizing the reallocation of 2022 Capital Equipment and Capital Improvement funds and sale revenue from a current aerial apparatus combined to purchase two fire engines (pumpers).

RESOLUTION

WHEREAS, Sec. 2-360 of the City Code of Ordinances states 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; and

WHEREAS, the City approved a budget of \$700,000.00 in 2023 Capital Equipment funds for the replacement of a Fire Engine (2023 Capital Equipment item #194); and

WHEREAS, the Fire Department has additional need for funding of the Engine replacement due to several manufacturer cost increases in the last year, thus exceeding the \$700,000 approved; and

WHEREAS, the Fire Department has identified significant cost savings for future apparatus replacement if a second engine is ordered at the same time to replace an Aerial Apparatus (Quint) platform that is operationally deficient and a maintenance liability; and

WHEREAS, the Fire Department had requested and received Capital Improvement funding for a replacement traffic pre-emption system in 2022 for \$495,000. (Capital Improvement item #569); and

WHEREAS, the Fire Engine manufacturer has secured a verified offer of \$375,000 for the Aerial Apparatus (Quint) platform by a reputable fire truck sales company. (Brindlee Mountain Fire Apparatus).

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes the reallocation of the \$495,000 in 2022 Capital Improvement budget, the sale of the Aerial Platform for \$375,000, and approved 2023 Capital Equipment funding (Item #194) for:

Purchase of two Engines to replace one Engine and one Aerial Platform (Quint), with a delivery date estimated in late 2024 or early 2025.

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



OFFICE OF THE MAYOR
LA CROSSE

22-1244

SHORT CIRCUIT

September 28, 2022

I hereby approve the submitting of the attached Legislation "Resolution authorizing the reallocation of capital funds to purchase two fire engines" 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.

Mayor Mitch Reynolds



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-1243

Agenda Date: 10/6/2022

Version: 1

Status: New Business

In Control: Common Council

File Type: Resolution

Agenda Number:

Resolution approving Agreement for Communications Cloud Service with Granicus and appropriation of funds.

RESOLUTION

WHEREAS, the Common Council has set priorities to include: improve community engagement, improve internal and external communications and improve public online access; and

WHEREAS, the City has a need to communicate to its citizens through technology means such as text messaging and emails; and

WHEREAS, the City's current vendor Granicus provides a Communications Cloud platform service as an add-on to products already used by the City.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the yearly agreement with Granicus for the implementation and subscription to the Communications Cloud platform.

BE IT FURTHER RESOLVED that it approves the use of funds from the contingency fund 1009909 550000 in the amount of \$8,900 for implementation, training and yearly fee.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign said contract.

BE IT FURTHER RESOLVED that the Common Council directs City departments to take all necessary steps to effectuate this resolution.



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

Amendment
Prepared for
La Crosse, WI

First Amendment to the Granicus Service Agreement between Granicus, LLC and La Crosse, WI

This First Amendment to the Granicus, LLC Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and La Crosse, WI (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 10/13/2021 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in Q-220805, which is attached as Exhibit A and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
2. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
3. In the event of any inconsistency between the provisions of this First Amendment and the documents comprising the Agreement, the provisions of this First Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

La Crosse, WI

Granicus

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Exhibit A
Prepared for
La Crosse, WI

Exhibit A

ORDER DETAILS

Prepared By: Luis Martinez
Phone: (316) 644-6559
Email: luis.martinez@granicus.com
Order #: Q-220805
Prepared On: 10/05/2022
Expires On: 09/24/2022

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Current Billing Term

End Date: 10/12/2023

The subscription includes the following domain(s) and subdomain(s):

<https://www.cityoflacrosse.org/>

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Communications Cloud - Setup and Configuration	Up Front	1 Each	\$2,400.00
Communications Cloud - Online Training	Up Front	1 Each	\$500.00
SUBTOTAL:			\$2,900.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Communications Cloud	Annual	1 Each	\$6,000.00
SUBTOTAL:			\$6,000.00

- Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.

PRODUCT DESCRIPTIONS

Solution	Description
Communications Cloud	<p>The Cloud is a Software-as-a-Service (SaaS) solution that enables government organizations to connect with more people. By leveraging the Cloud, the client will be able to utilize a number of different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences. The Cloud includes:</p> <ul style="list-style-type: none"> • Unlimited email sends with industry-leading delivery and management of all bounces • Support to upload and migrate existing email lists • Access to participate in the GovDelivery Network • Ability to send mass notifications to multiple devices • 24/7 system monitoring, email and phone support during business hours, auto-response to inbound messages from end users, and emergency support • Text-to-subscribe functionality • Up to 2 Web-hosted training sessions annually • Up to 50 administrators • Up to 1 GovDelivery account(s) • Access to a complete archive of all data created by the client for 18 months (rolling) • Up to 3 hours of message template and integration development • Up to 100 subscription topics • Up to 100,000 SMS/text messages per year from a shared short code within the United States* <p>*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year.</p>

Solution	Description
Communications Cloud - Setup and Configuration	<p>The Cloud is a Software-as-a-Service (SaaS) solution that enables government organizations to connect with more people. By leveraging the Cloud, the client will be able to utilize a number of different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences. The Cloud setup and configuration includes:</p> <ul style="list-style-type: none"> • The implementation consultant will be assigned to Recipient during the setup process for up to 90 days • Unlimited access to Web-based recorded trainings and online help for administrations on the following topics: standard Messaging, the GovDelivery Network, Automation, Mobile and Analytics • Up to 2 Web-hosted training sessions that must be used within 180 days of Kickoff • Up to 5 hours of message template and integration development that must be used within 90 days of Kickoff
Communications Cloud - Online Training	<p>Provides a balance of Product knowledge and industry best practices to a specific audience. Sessions are delivered by product experts via videoconferencing technology.</p>

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
 - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.

- Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
- Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.



OFFICE OF THE MAYOR
LA CROSSE

22-1243

SHORT CIRCUIT

September 27, 2022

I hereby approve the submitting of the attached Legislation "Resolution approving Agreement for Communications Cloud Service with Granicus and appropriation of funds" 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.

Mayor Mitch Reynolds



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-1247

Agenda Date: 10/6/2022

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution appropriating additional funds for 2022 Sewer Lining project.

RESOLUTION

WHEREAS, the Capital Improvement Projects (CIP) 2022-2026 includes #227, appropriating utility funds as a biennial project for Sanitary Sewer Repair and Rehab Project; and

WHEREAS, Resolution 22-1248 is awarding a contract, with additional contingency, based on Visu-Sewer 's bid of \$477,703.00; and

WHEREAS, the approved Sanitary Sewer Utility Funds from CIP 2022-2026 include remaining funds of \$350,000, and an additional \$175,000 is needed for construction; and

WHEREAS, per the City Code of Ordinances Sec. 2-359.a Project implementation. It shall be the responsibility of the Board of Public Works to ensure that all projects enumerated and funded in the adopted annual Capital Improvement Budget are designed, bid, purchased and constructed. The adoption of the Capital Improvement Budget by the Common Council shall be authority for the expenditure by a department for the projects and purposes identified within the Capital Improvement Budget in the amounts assigned to the project and by the sources identified in the Capital Improvement Budget. Any changes to the projects; whether in scope, amount or funding source; in the Council adopted Capital Improvement Budget will require action by resolution of the Common Council to effect such change.

NOW, THEREFORE, BE IT RESOLVED by the Common Council that the sum of \$175,000 be designated from Sanitary Sewer Utility Cash – unbudgeted (Fund 630) to the Sanitary Sewer Repair and Rehab Project.

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



OFFICE OF THE MAYOR
LA CROSSE

22-1247

SHORT CIRCUIT

October 5, 2022

I hereby approve the submitting of the attached Legislation “Resolution to approve additional funds for the 2022 Sewer Lining Project.” 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.

Mayor Mitch Reynolds



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 22-0001

Agenda Date: 10/6/2022

Version: 1

Status: Agenda Ready

In Control: Finance & Personnel Committee

File Type: Status Update

Agenda Number: