



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Meeting Agenda - Final

### Board of Public Works

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Monday, February 27, 2023

10:00 AM

Council Chambers  
City Hall, First Floor

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

#### Call to Order

#### Roll Call

#### Approval of Minutes

#### Agenda Items:

- 1      [23-0228](#)      Construction Contract Change Orders.  
  
                 **Attachments:** [CO#4- Firestation #2- Badger](#)  
   [CO#7- La Crosse PD Remodel - Wieser](#)  
   [CO#8-La Crosse PD Remodel-Wieser Bros](#)
  
- 2      [23-0236](#)      Charter SPP request for Communications in ROW at the 2100 to 2400 blocks of Hauser Street.  
  
                 **Attachments:** [Charter SPP Application for Communications in ROW at 2100-2400 Hauser Str](#)  
   [Charter SPP Plans for Communications in ROW at 2100-2400 Hauser Street](#)
  
- 3      [23-0237](#)      Metro Fibernet SPP request for communications in ROW at 4300 block of Mormon Coulee Road.  
  
                 **Attachments:** [Metro Fibernet SPP Application for Communications in ROW 4300 Mormon Co](#)  
   [Metro Fibernet SPP Plans for Communications in ROW 4300 Mormon Coulee R](#)
  
- 4      [23-0243](#)      Request to approve the lease agreement between the City of La Crosse and the La Crosse Skyrockers.  
  
                 **Attachments:** [Updated Skyrockers Lease 2 16 2023](#)  
   [Standard Terms and Conditions Exhibit B](#)
  
- 5      [23-0247](#)      Finding & Order to establish No Parking Zone in the 800 block of George Street Frontage.  
  
                 **Attachments:** [F&O 800 George NP](#)  
   [MO Notice to 800George residents](#)

6      [23-0249](#)      Approval of Payment List of ROW Acquisitions for South Avenue.

Attachments: [Parcel 98b - TL Mach, Inc. \(Pizza King\)](#)

7      [23-0193](#)      2024-2028 Capital Equipment Work Session/Approval.

## 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](mailto:ADAcityclerk@cityoflacrosse.org), with as much advance notice as possible.*

**Board members: Mitch Reynolds, Chris Kahlow, Rebecca Schwarz, Andrea Trane, Matthew Gallager.**



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## Text File

File Number: 23-0228

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**Agenda Date:** 2/27/2023

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Public Works

**File Type:** General Item

**Agenda Number:** 1

**CONTRACT CHANGE ORDER**

No. 4

Date 2-16-23

Contract No. BLDG-2021-64.01 for the following public work: La Crosse Fire Station #2 Project between Badger Environmental & Earthworks, Inc. and the City of La Crosse, dated January 6, 2022, is hereby changed in the following particulars, to-wit:

The following specific work is hereby eliminated from such contract:

**None** **\$ 0.00**

The following specific work is hereby added to such contract:

**CE #027 - Storm Manhole @ La Crosse Street** **\$ 3,680.00**

By virtue of such changes in the contract, the following revisions shall be made in the contract price:

Contract Price -----	\$ 341,095.35
Contract price decreased by eliminations -----	\$ 0.00
Contract price increased by additions -----	\$ 3,680.00
Net <del>Deductions</del> or Additions (Strike out one) -----	\$ 3,680.00
Revised Contract Price -----	<b>\$ 344,775.35</b>

Badger Earthwork & Environmental, Inc.  
**NAME OF CONTRACTOR**

DocuSigned by:  
Jessica Huselka  
0941B91D3AA3E4B6  
**CONTRACTOR SIGNATURE**

\_\_\_\_\_  
**BOARD OF PUBLIC WORKS**

I HEREBY CERTIFY that there are sufficient funds in the treasury to meet the liability assumed by the foregoing addenda to contract, or that provision has been made to pay the liability that will accrue thereunder. (WS 62.15-12; 62.09-10-f)

DocuSigned by:  
David Tauscher  
EE923CC8B4BC443...

**Budget Analyst**

DocuSigned by:  
Chadwick Hawkins  
A93F306A40954A6...

**Controller**

# **BADGER ENVIRONMENTAL & EARTHWORKS, INC.**

*Union Contractor*



**RFI #BE-03**

Date of Created: 9/28/22  
Project NO: 601804  
On Project: La Crosse Fire Station #2

Brief Description:  
Storm Manhole @ La Crosse Street

Cost Estimate:

Excavate existing pipe		
Backhoe 2 hours @ \$270.00		\$ 540.00
Operator 2 hours @ \$150.00		\$ 300.00
Laborer 2 hours @ \$130.00		\$ 260.00
Patch manhole corner		\$ 500.00
Excavate for new pipe		
Backhoe 2 hours @ \$270.00		\$ 540.00
Operator 2 hours @ \$150.00		\$ 300.00
Laborer 2 hours @ \$130.00		\$ 260.00
Core hole in manhole		\$ 500.00
Markup		\$ 480.00
<b>Total Cost</b>		<b>\$3,680.00</b>

*Kent Nelson*

Kent Nelson

9/28/22

Date

RFI #BE-03



204 E. Grand Avenue Suite 200  
Eau Claire, Wisconsin 54701  
Phone: (715) 832-4848

Project: 601804 - La Crosse Fire Station #2  
1400 La Crosse Street  
La Crosse, Wisconsin 54601

## Storm Manhole @ La Crosse Street

TO: Andrew Kelkenberg (Wendel (Williamsville Office)) 375 Essjay Road, Suite 200 Williamsville, New York 14221 FROM: Kent Nelson (Badger Environmental & Earthworks I) 205 W. Old Town Road Westby, Wisconsin 54667

DATE INITIATED: 08/24/2022 STATUS: Closed on 09/22/22

LOCATION: DUE DATE: 08/29/2022

COST CODE: REFERENCE:

COST IMPACT: Yes (Unknown) SCHEDULE IMPACT:

DRAWING NUMBER: c401 SPEC SECTION:

RECEIVED FROM: Kent Nelson (Badger Environmental & Earthworks Inc.)

### COPIES TO:

Karli Ertmer (Wendel (Eau Claire)), Kaitlyn Handrich (Wendel (Williamsville Office)), Andrew Kelkenberg (Wendel (Williamsville Office)), Melissa Konst (Wendel (Williamsville Office)), Fred Mills (Wendel (Williamsville Office))

### Question from Kent Nelson (Badger Environmental & Earthworks Inc.) at 12:01 PM on 08/24/2022

After my recent site visit on 8/22 I noticed that Gerke's storm manhole on La Crosse street has an incorrect tie in location. The 12" storm sewer connection is currently at the southeast corner rather than the southwest where Badger was to tie into. Who's responsibility is it to correct this? If Badger is to correct this there will be additional costs.

### Attachments:

[C401\\_UTILITY PLAN Rev.1 markup.pdf](#)

**Official Response:** Andrew Kelkenberg (Wendel (Williamsville Office)) responded on Thursday, September 22nd, 2022 at 9:38AM CDT

After review and discussion with Owner, please provide formal proposal to make the corrections to tie in location at the storm manhole in question. RFQ will be provided to Badger for submitting the proposal against.

### Attachments:

BY

DATE

COPIES TO

**CONTRACT CHANGE ORDER**

No. 7

Date 2-21-23

Contract No. CTYH-2022-029 for the following public work: La Crosse Police Department Remodel Project between Weiser Brothers General Contractor, Inc. and the City of La Crosse, dated July 7, 2022, is hereby changed in the following particulars, to-wit:

The following specific work is hereby eliminated from such contract:

**None**

The following specific work is hereby added to such contract:

**Replace 2 existing strobe/horn devices with strobe-only devices** **\$ 514.66**

By virtue of such changes in the contract, the following revisions shall be made in the contract price:

Contract Price -----	\$ 1,271,699.16
Contract price decreased by eliminations -----	\$ 0.00
Contract price increased by additions -----	\$ 514.66
Net <del>Deductions</del> or Additions (Strike out one) -----	\$ 514.66
Revised Contract Price -----	<b><u>\$ 1,272,213.82</u></b>

Weiser Brothers General Contractor, Inc.  
**NAME OF CONTRACTOR**

**CASEY STADLER**  
Digitally signed by CASEY STADLER  
 DN: cn=CASEY STADLER@WIESEBROTHERS.COM,  
 o=WIESEBROTHERS GENERAL CONTRACTOR,  
 INC., ou=PROJECT MANAGER, cn=CASEY  
 STADLER  
 Date: 2023.02.22 07:47:23-0600

**CONTRACTOR SIGNATURE**

**BOARD OF PUBLIC WORKS**

I HEREBY CERTIFY that there are sufficient funds in the treasury to meet the liability assumed by the foregoing addenda to contract, or that provision has been made to pay the liability that will accrue thereunder. (WS 62.15-12; 62.09-10-f)

DocuSigned by:  
*David Tauscher*  
 EE923CC8B4BC443...

**Budget Analyst**

DocuSigned by:  
*Chadwick Hawkins*  
 A93F306A40954A6...

**Controller**

**CONTRACT CHANGE ORDER**

No. 8

Date 2-22-23

Contract No. CTYH-2022-029 for the following public work: La Crosse Police Department Remodel Project between Weiser Brothers General Contractor, Inc. and the City of La Crosse, dated July 7, 2022, is hereby changed in the following particulars, to-wit:

The following specific work is hereby eliminated from such contract:

**None**

The following specific work is hereby added to such contract:

<b>Perform interior painting of exterior window jambs &amp; sills</b>	<b>\$ 2504.19</b>
<b>Add 5 days to substantial completion deadline</b>	<b>\$ 0.00</b>

By virtue of such changes in the contract, the following revisions shall be made in the contract price:

Contract Price -----	\$ <u>1,272,213.82</u>
Contract price decreased by eliminations -----	\$ <u>0.00</u>
Contract price increased by additions -----	\$ <u>2504.19</u>
Net <del>Deductions</del> or Additions (Strike out one) -----	\$ <u>2504.19</u>
Revised Contract Price -----	<b>\$ <u>1,274,718.01</u></b>

Weiser Brothers General Contractor, Inc.  
**NAME OF CONTRACTOR**

CASEY STADLER 

Digitally signed by CASEY STADLER  
DN: c=US,  
o=CASEY STADLER@WEISERBROTHERS.COM,  
ou=WEISER BROTHERS GENERAL CONTRACTOR,  
inc., ou=PROJECT MANAGER, CN=CASEY  
STADLER  
Date: 2023.02.22 14:11:35-0600

**CONTRACTOR SIGNATURE**

**BOARD OF PUBLIC WORKS**

I HEREBY CERTIFY that there are sufficient funds in the treasury to meet the liability assumed by the foregoing addenda to contract, or that provision has been made to pay the liability that will accrue thereunder. (WS 62.15-12; 62.09-10-f)

DocuSigned by: <u>David Tauscher</u> EE923CC8B4BC443...	<b>Budget Analyst</b>
DocuSigned by: <u>Chadwick Hawkins</u> A93F306A40954A6...	<b>Controller</b>





# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 23-0236

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**Agenda Date:** 2/27/2023

**Version:** 2

**Status:** Agenda Ready

**In Control:** Board of Public Works

**File Type:** General Item

**Agenda Number:** 2



**REVOCABLE OCCUPANCY / STREET PRIVILEGE PERMIT APPLICATION  
FOR COMMUNICATIONS (FIBER OPTICS, TELEPHONE, CABLE, ETC.)**

City of La Crosse Engineering Department

Phone: 608-789-7505 Email: [engineering@cityoflacrosse.org](mailto:engineering@cityoflacrosse.org) <http://cityoflacrosse.org>

Encroachment Owner: Perry McClellan-Charter Communications #4262637  
 Address: 1228 12th Ave S City: Onalaska State: WI Zip: 54650  
 Phone # 608-317-6213 Email Address Perry.McClellan@charter.com

Application Preparer (if different from above) Michele Peterson-Mi-Tech Services  
 Relationship with Owner: contractor for design and permitting  
 Phone # 920-924-3690 ext 3528 Email Address mpeterso@mi-tech.us

**Description of Proposed Encroachment:**

bore (fiber) in the road right of way, set new vault

**Encroachment Addresses (List by Street and 100 blocks):**

~~2410 S Hauser St. La Crosse~~ **2100 - 2400 HAUSER STREET**

I certify that I have reviewed the Municipal Code and understand all that is related to this permit request. I further certify that I have the full authority to make the foregoing application; the information in the application and the required submittals are complete and correct; the Work or Use performed shall comply with all the laws of the State of Wisconsin, and all ordinances, rules, regulations, policies and special conditions of the City of La Crosse. The applicant agrees to perform the work covered by an approved permit with diligence and convenience to the public. **See Sheet 2 of 2 for Additional Conditions.**

Signature of Owner or designee: Perry McClellan Date: 2/9/2023  
 Print Name and Title: Perry McClellan Construction coordinator

Please return this completed application along with required information and fees noted on checklist below to: City of La Crosse, Engineering Department, 400 La Crosse Street, La Crosse, WI 54601. You will then be given notice of when your request will be on the Board of Public Works agenda for consideration. **Average completion time for validation 45 days.**

**BELOW THIS LINE TO BE COMPLETED BY CITY STAFF ONLY**

**Required items to be provided by Applicant:**

- Scale Drawing of encroachments   
(Complete Utility Locate by Digger's Hotline Required)
- Certificate of Insurance (City as additional Insured)
- Initial Application Fee \$ 100.00
- City Utility Potential Conflict Notification and Sign-Off

**Board of Public Works  
Approval Date:**

**Encroachment Type:**

Communications

**Permit Number:**

All Fees are Non-Refundable & Subject to change by City Council

**SHEET 1 OF 2**



**REVOCABLE OCCUPANCY / STREET PRIVILEGE PERMIT APPLICATION**  
**City of La Crosse Engineering Department**  
Phone: 608-789-7505 Email: [engineering@cityoflacrosse.org](mailto:engineering@cityoflacrosse.org) <http://cityoflacrosse.org>

**STREET PRIVILEGE PERMIT CONDITIONS FOR COMMUNICATIONS INSTALLATIONS**

1. The applicant shall be primarily liable for damages to person or property by reason of the granting of this street privilege permit.
2. The applicant shall obtain an excavation permit from the City of La Crosse Engineering Department prior to performing installation or any maintenance on the cable in the City right-of-way that requires excavation or disruption of pavement, sidewalk, curb and gutter, or other structure.
3. The applicant agrees that tracer wires shall be used and final cable location within the street right-of-way shall be approved by the City Engineer. Cable shall be installed not less than 36 inches deep, unless otherwise approved by the City Engineer.
4. Applicant agrees to provide the City of La Crosse with final "as-built" plans when installation is complete.
5. Applicant agrees that any pavement, concrete or green space disturbed during drilling activities shall be restored to its prior condition.
6. Applicant agrees that said installation shall not interfere with the City's water, sanitary sewer, or storm sewer underground infrastructure that may be in the area.
7. Applicant further agrees that they will make arrangements with the public utility companies and the City of La Crosse to clear all public underground utilities prior to initiating such work, and if necessary, applicant will make arrangements with the City of La Crosse to ensure proper traffic control.
8. Applicant waives any and all rights to contest in any way or manner the validity of Sec. 66.0425 of the Wisconsin Statutes and the amount of compensation charged.
9. Applicant agrees to become a member of Diggers Hotline for marking / locating of utility.
10. The applicant for a permit to encroach on the public right-of-way shall procure and maintain for the duration of the permit a minimum liability and contractual liability policy in the amount of \$100,000.00 each person, \$300,000.00 each accident for bodily injury and \$100,000.00 for property damage. A certificate of such insurance shall be filed with the City Attorney as part of the application. The insurance shall name the City, its officials, employees and agents as additional insureds. The Board may approve greater insurance protection on a case-by-case basis.
11. Applicant further agrees to hold harmless the City for any damage to said cable while the City, its agents or contractors are conducting construction for maintenance activities in or upon such area in which said cable lies; provided, however, the City shall make a good faith effort to notify applicant of any maintenance or work in the area of the street privilege permit which may damage applicant's cable.
12. Applicant agrees to remove the cable and return the area to its original condition upon ten (10) days' notice by the Board of Public Works. The applicant further agrees that if it does not remove the cable within ten (10) days after receiving notice, the City is authorized to remove the same and applicant agrees to pay the City for all costs of such removal.
13. Applicant further agrees that the obligations and conditions of this street privilege permit shall be binding upon all heirs, successors and assigns of applicant.
14. The person(s) signing this Permit warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**CONSTRUCTION NOTE:**  
BURY CABLE AT A MINIMUM OF 36" DEPTH  
UNLESS OTHERWISE NOTED ON PRINTS.

**CONSTRUCTION NOTE:**  
CHARTER COMMUNICATIONS WILL PLACE  
PROPOSED CABLES IN CORRIDOR AS CLOSE TO  
THE BACK OF RIGHT-OF-WAY AS POSSIBLE,  
PENDING LOCATES.

**LEGEND**

TB : TREE BORE(DIRECTIONAL BORE)  
RB : ROAD BORE (DIRECTIONAL BORE)  
T : TRENCH  
HD : HAND DIG  
P : PLOW

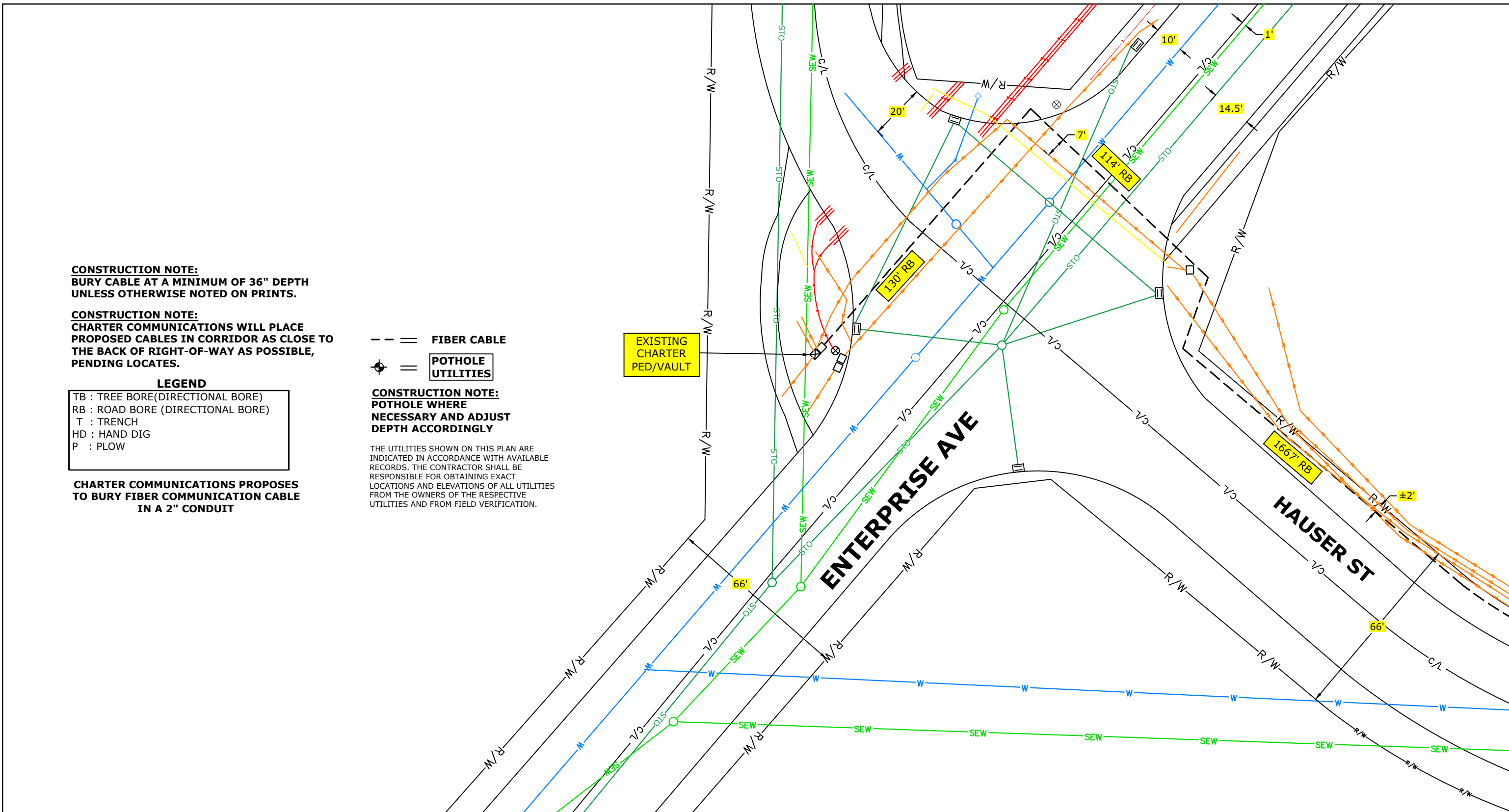
**CHARTER COMMUNICATIONS PROPOSES  
TO BURY FIBER COMMUNICATION CABLE  
IN A 2" CONDUIT**

--- = FIBER CABLE

⊕ = POT HOLE UTILITIES

**CONSTRUCTION NOTE:**  
**POTHOLE WHERE  
NECESSARY AND ADJUST  
DEPTH ACCORDINGLY**

THE UTILITIES SHOWN ON THIS PLAN ARE  
INDICATED IN ACCORDANCE WITH AVAILABLE  
RECORDS. THE CONTRACTOR SHALL BE  
RESPONSIBLE FOR OBTAINING EXACT  
LOCATIONS AND ELEVATIONS OF ALL UTILITIES  
FROM THE OWNERS OF THE RESPECTIVE  
UTILITIES AND FROM FIELD VERIFICATION.



(920)465-8018  
GREEN BAY, BROWNsville,  
NEW BERLIN & MINNEAPOLIS

**LEGEND**

- |                      |                  |                         |                      |
|----------------------|------------------|-------------------------|----------------------|
| ⊗ JOINT POLE         | ANCHOR           | MANHOLE                 | GROUND               |
| ⊙ NEW JOINT POLE     | NEW ANCHOR       | EXISTING FIBER COIL     | NEW GROUND           |
| × POWER POLE         | JOINT ANCHOR     | 100' NEW FIBER COIL     | PROPERTY LINE        |
| × NEW POWER POLE     | NEW JOINT ANCHOR | 100' EXISTING HAND HOLE | ROADWAY CENTERLINE   |
| ○ TELEPHONE POLE     | FOREIGN ANCHOR   | NEW HAND HOLE           | ⊕ FIBER WARNING SIGN |
| ● NEW TELEPHONE POLE | DOWNGUY          | SHRUBS                  | +D TRAFFIC LIGHT     |
| ⊠ EXISTING PEDESTAL  | NEW DOWNGUY      | DECIDUOUS TREE          | ⊕ HYDRANT            |
| ■ NEW PEDESTAL       | UTILITY VALVE    |                         | ⊕ SIGNS              |
|                      |                  |                         | ⊕ STREET LIGHT       |
|                      |                  |                         | ⊕ CONIFEROUS TREE    |

**LINETYPES**

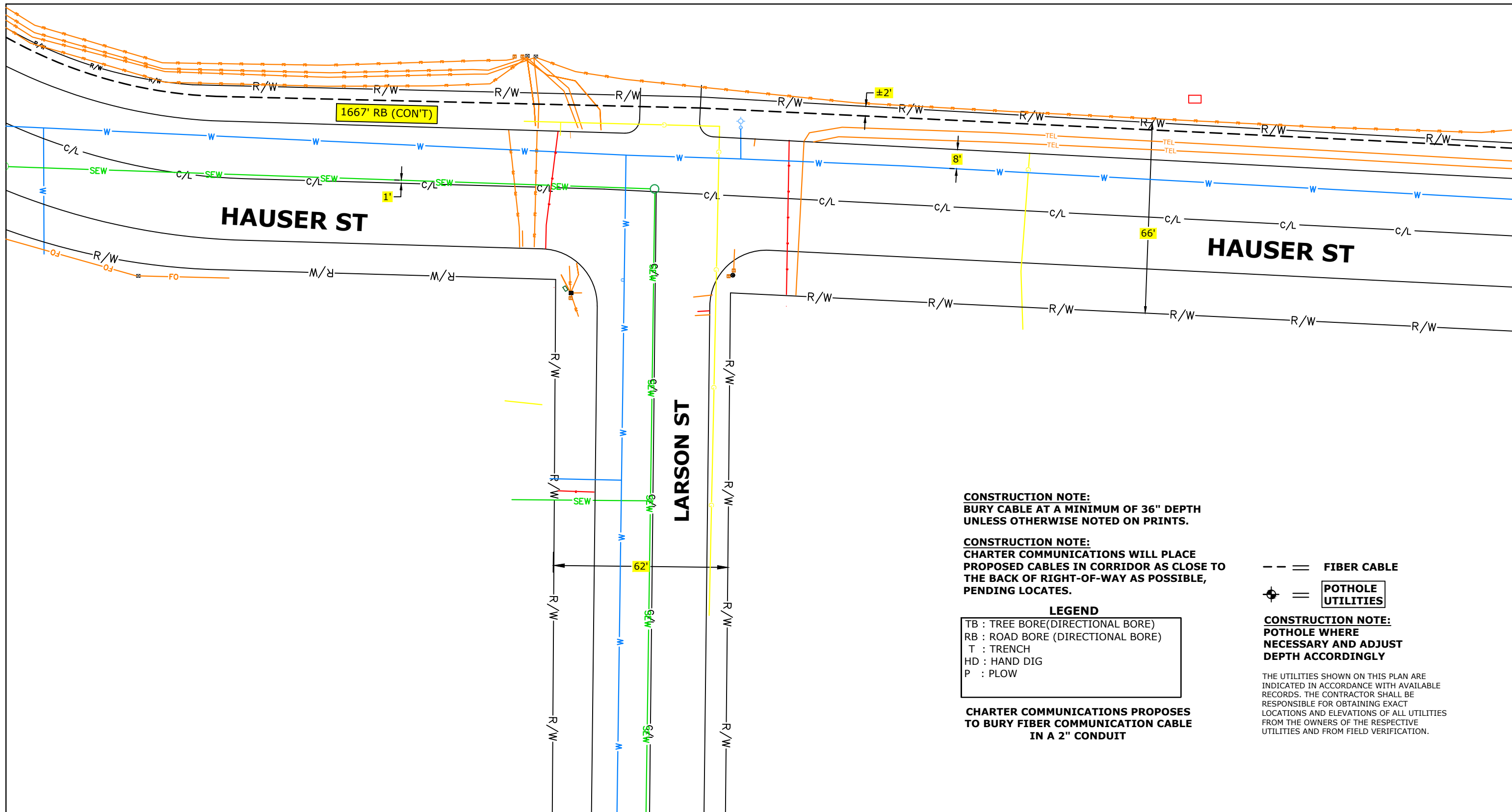
- |                 |     |
|-----------------|-----|
| PROPOSED FIBER  | --- |
| PROPOSED STRAND | --- |
| GAS             | --- |
| WATER           | --- |
| ELECTRICAL      | --- |
| STORM           | --- |
| SANITARY        | --- |
| CABLE TV        | --- |
| TELEPHONE       | --- |

PROJECT # 4262637  
PERMIT ID #4262637CITY

ONALASKA, WI 54650



ADDRESS 2410 S HAUSER ST		LOCATION LA CROSSE, WI	
FIELD BY:	DATE:		
DRAFTED BY: MP	DATE: 2/9/2023		
DESIGNED BY:	DATE:	1	2
ASBUILTS BY:	DATE:		



**CONSTRUCTION NOTE:**  
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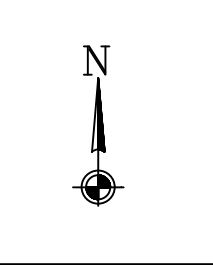
(920)465-8018  
 GREEN BAY, BROWNSVILLE,  
 NEW BERLIN & MINNEAPOLIS

LEGEND			
	JOINT POLE		ANCHOR
	NEW JOINT POLE		NEW ANCHOR
	POWER POLE		JOINT ANCHOR
	NEW POWER POLE		NEW JOINT ANCHOR
	TELEPHONE POLE		FOREIGN ANCHOR
	NEW TELEPHONE POLE		DOWNGUY
	EXISTING PEDESTAL		NEW DOWNGUY
	NEW PEDESTAL		UTILITY VALVE
	MANHOLE		EXISTING FIBER COIL
	NEW FIBER COIL		EXISTING HAND HOLE
	NEW HAND HOLE		SHRUBS
	DECIDUOUS TREE		CONIFEROUS TREE
	GROUND		NEW GROUND
	PROPERTY LINE		ROADWAY CENTERLINE
	FIBER WARNING SIGN		TRAFFIC LIGHT
	HYDRANT		SIGNS
	STREET LIGHT		

LINETYPES	
	PROPOSED FIBER
	PROPOSED STRAND
	GAS
	WATER
	ELECTRICAL
	STORM
	SANITARY
	CABLE TV
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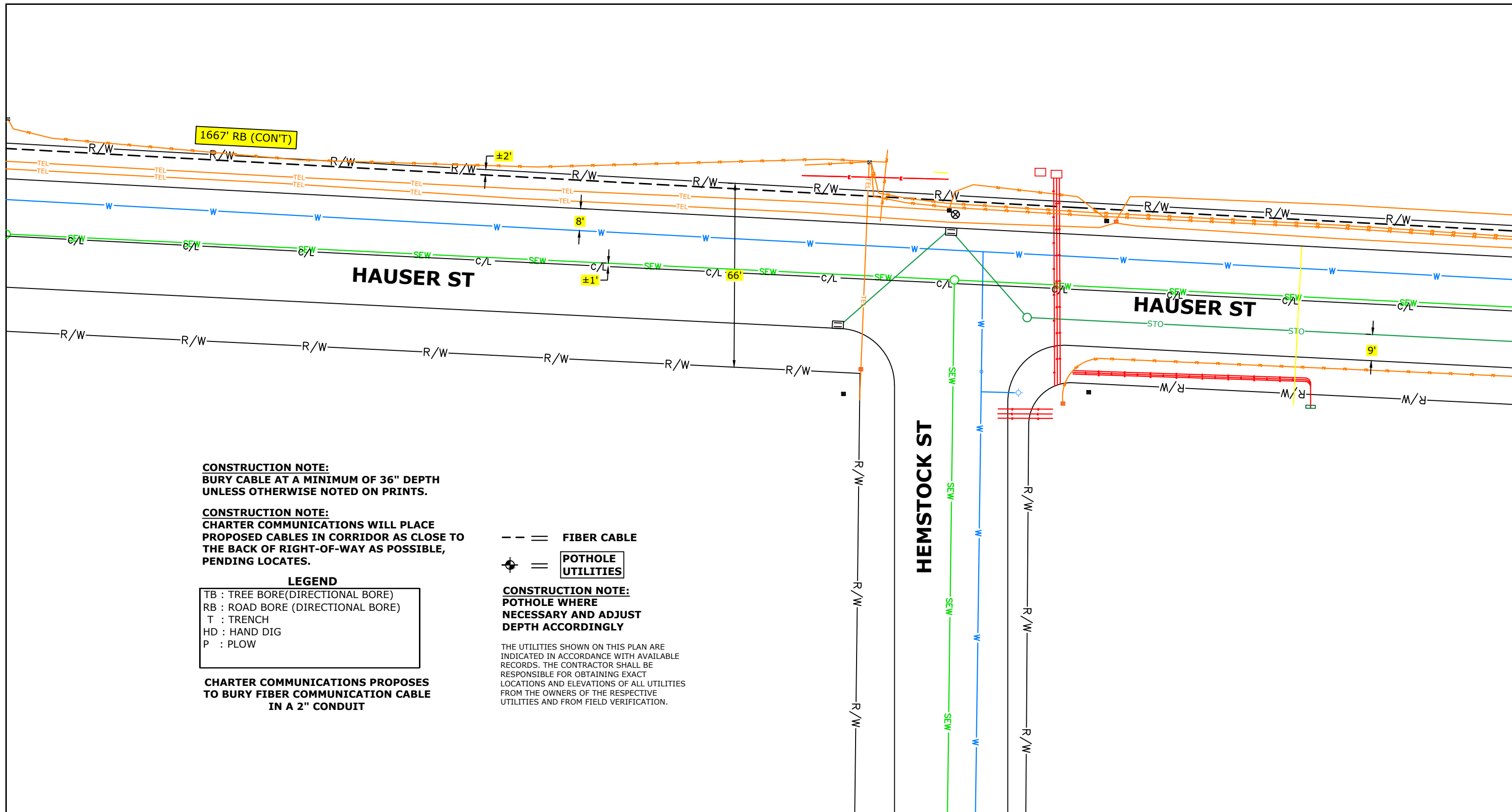
PROJECT # 4262637  
 PERMIT ID #4262637CITY

ONALASKA, WI 54650



ADDRESS	2410 S HAUSER ST
FIELD BY:	DATE:
DRAFTED BY:	DATE: 2/9/2023
DESIGNED BY:	DATE:
ASBUILTS BY:	DATE:

LOCATION LA CROSSE, WI		
1	2	3



**CONSTRUCTION NOTE:**  
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**CHARTER COMMUNICATIONS PROPOSES  
 TO BURY FIBER COMMUNICATION CABLE  
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--- FIBER CABLE

⊕ POTHOLE UTILITIES

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 DEPTH ACCORDINGLY

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(920)465-8018  
 GREEN BAY, BROWNSVILLE,  
 NEW BERLIN & MINNEAPOLIS

**LEGEND**

- |                      |                  |                     |                      |
|----------------------|------------------|---------------------|----------------------|
| ⊕ JOINT POLE         | ANCHOR           | MANHOLE             | GROUND               |
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| ○ TELEPHONE POLE     | FOREIGN ANCHOR   | NEW HAND HOLE       | ● FIBER WARNING SIGN |
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| ⊕ EXISTING PEDESTAL  | NEW DOWNGUY      | DECIDUOUS TREE      | ◇ HYDRANT            |
| ■ NEW PEDESTAL       | UTILITY VALVE    |                     | □ SIGNS              |
|                      |                  |                     | □ STREET LIGHT       |
|                      |                  |                     | ◇ CONIFEROUS TREE    |

**LINETYPES**

- |                 |     |
|-----------------|-----|
| PROPOSED FIBER  | --- |
| PROPOSED STRAND | --- |
| GAS             | --- |
| WATER           | --- |
| ELECTRICAL      | --- |
| STORM           | --- |
| SANITARY        | --- |
| CABLE TV        | --- |
| TELEPHONE       | --- |

PROJECT # 4262637  
 PERMIT ID #4262637CITY



ONALASKA, WI 54650



ADDRESS  
 2410 S HAUSER ST

FIELD BY: DATE:

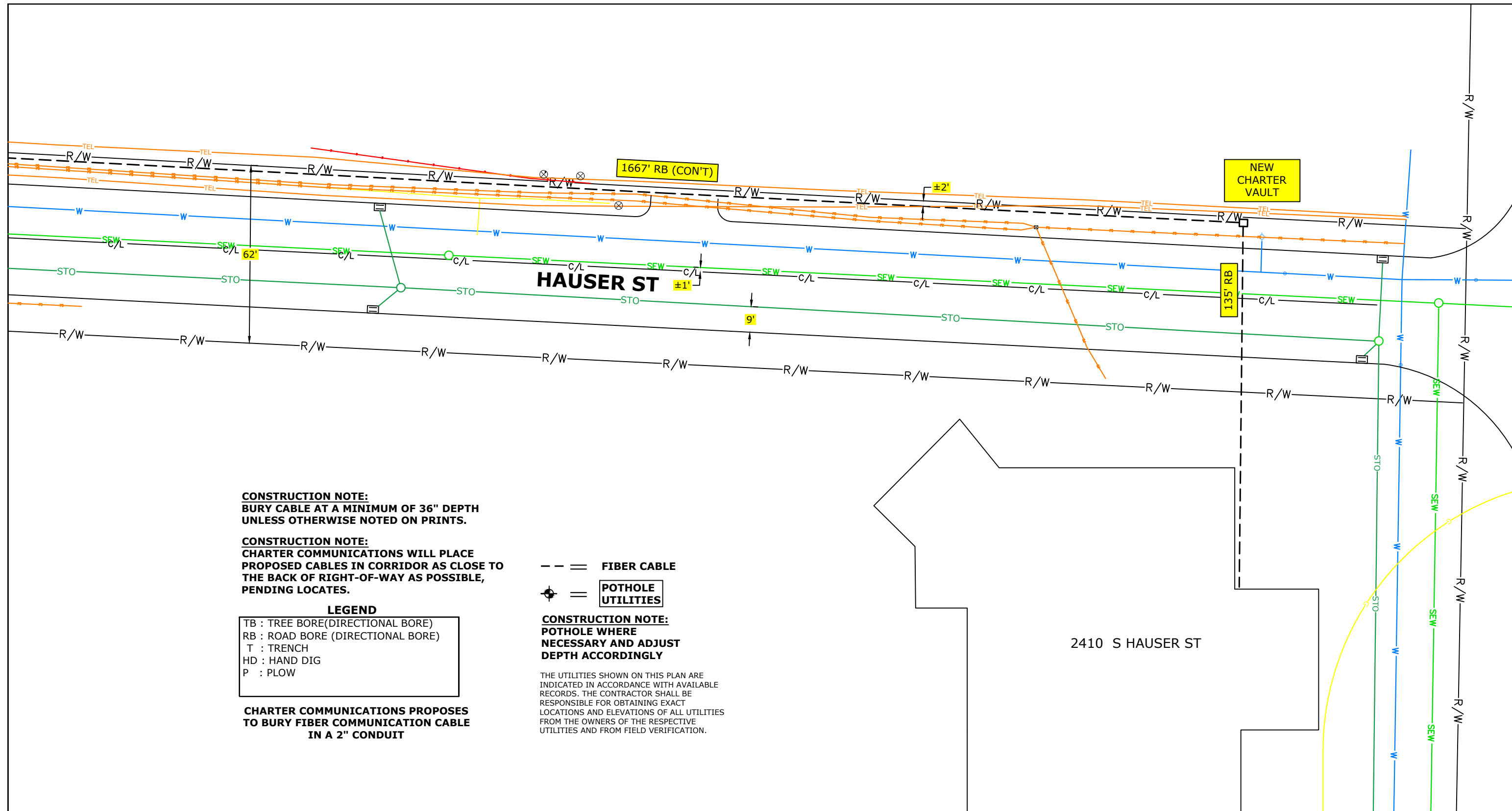
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 MP 2/9/2023

DESIGNED BY: DATE:

ASBUILTS BY: DATE:

LOCATION  
 LA CROSSE, WI

2	3	4



**CONSTRUCTION NOTE:**  
 BURY CABLE AT A MINIMUM OF 36" DEPTH  
 UNLESS OTHERWISE NOTED ON PRINTS.

**CONSTRUCTION NOTE:**  
 CHARTER COMMUNICATIONS WILL PLACE  
 PROPOSED CABLES IN CORRIDOR AS CLOSE TO  
 THE BACK OF RIGHT-OF-WAY AS POSSIBLE,  
 PENDING LOCATES.

**LEGEND**  
 TB : TREE BORE(DIRECTIONAL BORE)  
 RB : ROAD BORE (DIRECTIONAL BORE)  
 T : TRENCH  
 HD : HAND DIG  
 P : PLOW

**CHARTER COMMUNICATIONS PROPOSES  
 TO BURY FIBER COMMUNICATION CABLE  
 IN A 2" CONDUIT**

-- = FIBER CABLE  
 ⊕ = POTHOLE UTILITIES

**CONSTRUCTION NOTE:**  
 POTHOLE WHERE  
 NECESSARY AND ADJUST  
 DEPTH ACCORDINGLY

THE UTILITIES SHOWN ON THIS PLAN ARE  
 INDICATED IN ACCORDANCE WITH AVAILABLE  
 RECORDS. THE CONTRACTOR SHALL BE  
 RESPONSIBLE FOR OBTAINING EXACT  
 LOCATIONS AND ELEVATIONS OF ALL UTILITIES  
 FROM THE OWNERS OF THE RESPECTIVE  
 UTILITIES AND FROM FIELD VERIFICATION.



(920)465-8018  
 GREEN BAY, BROWNSVILLE,  
 NEW BERLIN & MINNEAPOLIS

**LEGEND**

- |                      |                  |                         |                      |
|----------------------|------------------|-------------------------|----------------------|
| ⊗ JOINT POLE         | ANCHOR           | MANHOLE                 | GROUND               |
| ⊙ NEW JOINT POLE     | NEW ANCHOR       | EXISTING FIBER COIL     | NEW GROUND           |
| × POWER POLE         | JOINT ANCHOR     | 100' NEW FIBER COIL     | PROPERTY LINE        |
| ⊗ NEW POWER POLE     | NEW JOINT ANCHOR | 100' EXISTING HAND HOLE | ROADWAY CENTERLINE   |
| ○ TELEPHONE POLE     | FOREIGN ANCHOR   | NEW HAND HOLE           | ● FIBER WARNING SIGN |
| ● NEW TELEPHONE POLE | DOWNGUY          | SHRUBS                  | +D TRAFFIC LIGHT     |
| ⊗ EXISTING PEDESTAL  | NEW DOWNGUY      | DECIDUOUS TREE          | ◇ HYDRANT            |
| ■ NEW PEDESTAL       | UTILITY VALVE    |                         | □ SIGNS              |
|                      |                  |                         | ⊕ STREET LIGHT       |
|                      |                  |                         | ⊕ CONIFEROUS TREE    |

**LINETYPES**

- |                 |     |
|-----------------|-----|
| PROPOSED FIBER  | --- |
| PROPOSED STRAND | --- |
| GAS             | --- |
| WATER           | --- |
| ELECTRICAL      | --- |
| STORM           | --- |
| SANITARY        | --- |
| CABLE TV        | --- |
| TELEPHONE       | --- |

PROJECT # 4262637  
 PERMIT ID #4262637CITY

ONALASKA, WI 54650



ADDRESS 2410 S HAUSER ST		LOCATION LA CROSSE, WI	
FIELD BY:	DATE:		
DRAFTED BY: MP	DATE: 2/9/2023	3	4
DESIGNED BY:	DATE:		
ASBUILTS BY:	DATE:		



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 23-0237

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**Agenda Date:** 2/27/2023

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Public Works

**File Type:** General Item

**Agenda Number:** 3





**REVOCABLE OCCUPANCY / STREET PRIVILEGE PERMIT APPLICATION  
FOR COMMUNICATIONS (FIBER OPTICS, TELEPHONE, CABLE, ETC.)**

**City of La Crosse Engineering Department**

Phone: 608-789-7505 Email: [engineering@cityoflacrosse.org](mailto:engineering@cityoflacrosse.org) <http://cityoflacrosse.org>

Encroachment Owner: Metro Fiber net LLC.  
 Address: 149 Causeway E City: \_\_\_\_\_ State: WI Zip: 54603  
 Phone # 715-8282727 Email Address Gary.Shilts@metronet.com

Application Preparer (if different from above) \_\_\_\_\_  
 Relationship with Owner: \_\_\_\_\_  
 Phone # \_\_\_\_\_ Email Address \_\_\_\_\_

**Description of Proposed Encroachment:**

See print package please: Fiber Optics , Underground Conduit

**Encroachment Addresses (List by Street and 100 blocks):**

Hwy ~~14/61~~ and Sheby Rd

*4300 Mormon Coulee Road*

I certify that I have reviewed the Municipal Code and understand all that is related to this permit request. I further certify that I have the full authority to make the foregoing application; the information in the application and the required submittals are complete and correct; the Work or Use performed shall comply with all the laws of the State of Wisconsin, and all ordinances, rules, regulations, policies and special conditions of the City of La Crosse. The applicant agrees to perform the work covered by an approved permit with diligence and convenience to the public. **See Sheet 2 of 2 for Additional Conditions.**

Signature of Owner or designee: *Gary G Shilts* Date: 2/13/23  
 Print Name and Title: Gary G Shilts, Project Controls Manager

Please return this completed application along with required information and fees noted on checklist below to: City of La Crosse, Engineering Department, 400 La Crosse Street, La Crosse, WI 54601. You will then be given notice of when your request will be on the Board of Public Works agenda for consideration. **Average completion time for validation 45 days.**

-----  
 BELOW THIS LINE TO BE COMPLETED BY CITY STAFF ONLY  
 -----

**Required items to be provided by Applicant:**

- Scale Drawing of encroachments   
 (Complete Utility Locate by Digger's Hotline Required)
- Certificate of Insurance (City as additional Insured)
- Initial Application Fee \$ \_\_\_\_\_
- City Utility Potential Conflict Notification and Sign-Off

**Board of Public Works**

**Approval Date:**

**Encroachment Type:**

*Communications*

**Permit Number:**

**All Fees are Non-Refundable & Subject to change by City Council**

**SHEET 1 OF 2**



## **REVOCABLE OCCUPANCY / STREET PRIVILEGE PERMIT APPLICATION**

**City of La Crosse Engineering Department**

Phone: 608-789-7505 Email: [engineering@cityoflacrosse.org](mailto:engineering@cityoflacrosse.org) <http://cityoflacrosse.org>

### **STREET PRIVILEGE PERMIT CONDITIONS FOR COMMUNICATIONS INSTALLATIONS**

1. The applicant shall be primarily liable for damages to person or property by reason of the granting of this street privilege permit.
2. The applicant shall obtain an excavation permit from the City of La Crosse Engineering Department prior to performing installation or any maintenance on the cable in the City right-of-way that requires excavation or disruption of pavement, sidewalk, curb and gutter, or other structure.
3. The applicant agrees that tracer wires shall be used and final cable location within the street right-of-way shall be approved by the City Engineer. Cable shall be installed not less than 36 inches deep, unless otherwise approved by the City Engineer.
4. Applicant agrees to provide the City of La Crosse with final "as-built" plans when installation is complete.
5. Applicant agrees that any pavement, concrete or green space disturbed during drilling activities shall be restored to its prior condition.
6. Applicant agrees that said installation shall not interfere with the City's water, sanitary sewer, or storm sewer underground infrastructure that may be in the area.
7. Applicant further agrees that they will make arrangements with the public utility companies and the City of La Crosse to clear all public underground utilities prior to initiating such work, and if necessary, applicant will make arrangements with the City of La Crosse to ensure proper traffic control.
8. Applicant waives any and all rights to contest in any way or manner the validity of Sec. 66.0425 of the Wisconsin Statutes and the amount of compensation charged.
9. Applicant agrees to become a member of Diggers Hotline for marking / locating of utility.
10. The applicant for a permit to encroach on the public right-of-way shall procure and maintain for the duration of the permit a minimum liability and contractual liability policy in the amount of \$100,000.00 each person, \$300,000.00 each accident for bodily injury and \$100,000.00 for property damage. A certificate of such insurance shall be filed with the City Attorney as part of the application. The insurance shall name the City, its officials, employees and agents as additional insureds. The Board may approve greater insurance protection on a case-by-case basis.
11. Applicant further agrees to hold harmless the City for any damage to said cable while the City, its agents or contractors are conducting construction for maintenance activities in or upon such area in which said cable lies; provided, however, the City shall make a good faith effort to notify applicant of any maintenance or work in the area of the street privilege permit which may damage applicant's cable.
12. Applicant agrees to remove the cable and return the area to its original condition upon ten (10) days' notice by the Board of Public Works. The applicant further agrees that if it does not remove the cable within ten (10) days after receiving notice, the City is authorized to remove the same and applicant agrees to pay the City for all costs of such removal.
13. Applicant further agrees that the obligations and conditions of this street privilege permit shall be binding upon all heirs, successors and assigns of applicant.
14. The person(s) signing this Permit warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.





**Sheet 2 of 2**

**GENERAL CONSTRUCTION NOTES**

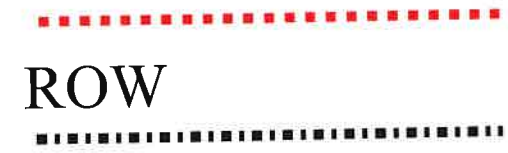
1. ALL UNDERGROUND WILL BE STANDARD (2) 1-1/4" I.D. SDR=13.5 ROLLED DUCT UNLESS OTHERWISE SPECIFIED WITHIN DESIGN DRAWINGS OR APPROVED BY METRONET (MNT) CONSTRUCTION MANAGER. IF THERE IS NO DUCT/CONDUIT SYMBOL ALONG TRENCH LINE IN DESIGN, THE TRENCH FOOTAGE IS ONLY FOR REFERENCE FOR FUTURE GROWTH AND SHOULD NOT BE BUILT UNTIL A REVISION IS RELEASED.
2. ALL AERIAL STRAND WILL BE SHOWN IN DESIGN AS IN THE LEGEND. NON STRAND SHALL NOT BE STRANDED UNLESS NOTED ON DRAWING FOR ANCHOR PLACEMENT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES 72-HOURS PRIOR TO CONSTRUCTION. IN CASES OF WILLFUL OR CARELESS DESTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION WITH FINAL APPROVAL FROM METRONET CONSTRUCTION MANAGER.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL RAILROAD COMMUNICATION AND SIGNAL CABLES A MINIMUM OF 48-HOURS PRIOR TO CONSTRUCTION.
5. ALL HANDHOLES SHALL BE BURIED WITH THE COVER FLUSH TO THE GROUND ELEVATION.
6. SHORING MAY BE REQUIRED AND SHALL COMPLY WITH O.S.H.A. STANDARDS.
7. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE METRONET CONSTRUCTION MANAGER OF ANY ACCIDENTS. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL FEDERAL, STATE AND LOCAL SAFETY REQUIREMENTS INCLUDING THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970. THE CONTRACTOR SHALL ALWAYS EXERCISE CAUTION FOR THE PROTECTION OF PERSONS (INCLUDING EMPLOYEES) AND PROPERTY. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO INITIATE, MAINTAIN AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, INCLUDING THE REQUIREMENTS FOR CONFINED SPACES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PROPERTY DAMAGE OR DISTURBED AREAS, BOTH RESIDENTIAL, AND/OR COMMERCIAL DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RESTORATIONS TO EQUAL OR BETTER CONDITION THAN EXISTED BEFORE CONSTRUCTION. ADDITIONALLY, NON-RUBBER TIERED VEHICLES SHALL NOT BE MOVED ON OR ACROSS PUBLIC STREETS OR HIGHWAYS WITHOUT WRITTEN PERMISSION OF METRONET.
9. THE CONTRACTOR WILL BE RESPONSIBLE FOR DAILY WORK SITE CLEANUP, TRACKING OF SPILLING MUD, DIRT OR DEBRIS UPON STREETS, RESIDENTIAL OR COMMERCIAL DRIVES, SIDEWALKS OR BIKE PATHS IS PROHIBITED. ANY SUCH OCCURRENCE SHALL BE CLEANED UP IMMEDIATELY BY THE CONTRACTOR AT NO COST TO METRONET. IF THE CONTRACTOR FAILS TO REMOVE SUCH MUD, DIRT, DEBRIS OR SPILLAGE, METRONET RESERVES THE RIGHT TO REMOVE THESE MATERIALS AND CLEAN AFFECTED AREAS, THE COST OF WHICH SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
10. CONTRACTOR SHALL FOLLOW ALL D.O.T. SAFETY REQUIREMENTS. IN ADDITION, THE FOLLOWING SUPPLEMENTAL REFERENCED SPECIFICATIONS SHALL BE OBSERVED:
  - i. Occupational Safety and Health Code (OSHA) – (latest edition).
  - ii. Applicable power and telephone pole attachment agreements.
  - iii. Applicable city, county and state ordinances.
  - iv. National Electric Safety Code (latest edition).
  - v. National Electric Code (latest edition).
  - vi. Applicable government agencies for safety and health for the work force.
  - vii. Manufacturer's specifications.
11. THE CONTRACTOR SHALL TRIM ONLY THE LIMBS THAT INHIBIT FIBER OPTIC CABLE PLACEMENT AND IN ACCORDANCE WITH LOCAL GOVERNING AGENCY. ALL SIGNS, LANDSCAPING, STRUCTURES OR OTHER APPURTENANCES WITHIN THE RIGHT OF WAY WHICH IS DISTURBED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED OR REPAIRED TO THE SATISFACTION OF METRONET AND THE GOVERNING JURISDICTIONAL AUTHORITY. THE COST OF THIS WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
12. THE CONTRACTOR SHALL PLACE BARRICADES AROUND OPEN TRENCHES AND EQUIPMENT.
13. NO ADDITIONAL CABLE CUTS WILL BE ADDED WITHOUT PRIOR APPROVAL OF THE METRONET CONSTRUCTION MANAGER. SHOULD THE FIBER WORK NEED TO BE CONTINUED TO THE NEXT DAY AND THE FIBER LEFT OVERNIGHT, THE SECURITY OF THE FIBER SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
14. ALL WORK TO BE PERFORMED IN STRICT ACCORDANCE WITH ALL REQUIREMENTS OF ANY REGULATING GOVERNMENT AGENCY OR THE RIGHT OF WAY GRANTOR. MUNICIPAL, COUNTY, STATE OR FEDERAL REGULATIONS MAY ALTER CONSTRUCTION SPECIFICATIONS IN SOME AREAS. IF CONTRACTOR REQUESTS A DEVIATION FROM THE CONSTRUCTIONS SPECIFICATIONS, SUCH REQUEST MUST BE DONE IN WRITING. NO WORK SHALL PROCEED WITH SUCH DEVIATION UNTIL CONTRACTOR HAS RECEIVED APPROVAL FROM METRONET AND ANY AFFECTED JURISDICTIONAL AUTHORITY WHEN APPLICABLE.
15. THE OWNER RESERVES THE RIGHT TO CHANGE OR REVISE THE CONSTRUCTION SPECIFICATIONS TO ADAPT TO LOCAL CONDITIONS OR DATA NECESSARY TO SECURE COMPLETION OF THE WORK. IN SUCH CASE, THE CONTRACTOR SHALL BE NOTIFIED IN WRITING.
16. IN CASE OF DISCREPANCY OR OMISSIONS, METRONET SHALL BE CONSULTED FOR ADJUSTMENTS OF ANY COMPLICATIONS RESULTING FROM THE DISCREPANCY OR OMISSION.
17. THE CONTRACTORS WORK SHALL INCLUDE BUT IS NOT LIMITED TO, UNLOADING, HAULING, STORING AND PROTECTING ALL METRONET FURNISHED MATERIAL FROM THE DELIVERY POINT THROUGH FINAL ACCEPTANCE OF THE WORK.
18. THE CONTRACTOR SHALL PROVIDE, CONSTRUCT AND MAINTAIN ALL ACCESS ROADS, ACCESS ROAD IMPROVEMENTS, FENCES AND GATES REQUIRED BY THE CONTRACTOR IN THE EXECUTION OF THE WORK.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LOADING AND UNLOADING REQUIRED TO RETURN ANY MATERIALS TO METRONET. METRONET SHALL ISSUE SPECIFIC INSTRUCTIONS FOR THE RETURN OF THE MATERIAL BY THE CONTRACTOR.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING A SUPERVISOR ON-SITE AT ALL TIMES. METRONET RESERVES THE RIGHT TO INSPECT THE WORK FOR COMPLIANCE AND DEFECTS.

**Directional Bore**

- 4 - 1.25" conduits
- 2 - 24 count Fiber Cable
- 0 - Handholes 30x48x24
- 0 - B Utility Boxes 17x30x18
- 0 - Terminal Boxes 13x24x15
- 0 - Drop Boxes 11x11x12

-  -Drop Box
-  -Terminal Box
-  -HandHole
-  -B Utility Box

**Proposed Fiber Route**



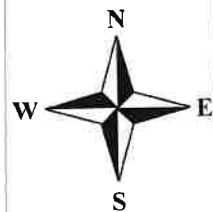
Water

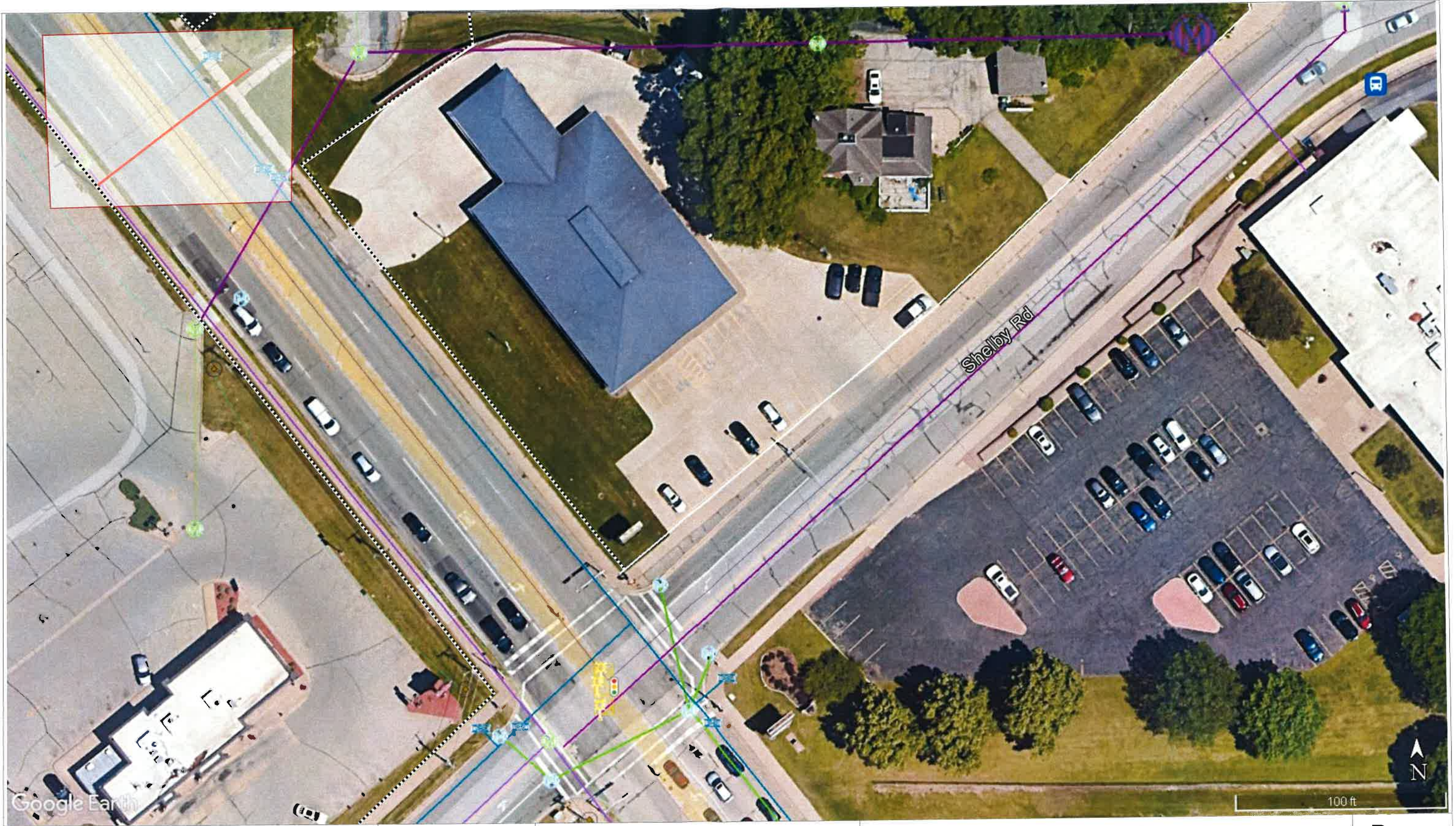
Storm

Total Underground footage  
93 feet



Revised  
Apr 13,  
2022





*Drawn By*  
**Jesse L  
 Regal**

**Revised**  
**Feb 6,**  
**2023**

**Drawing Title**  
 WENDYS CROSSING  
 Overview

**Description**  
 HWY-14/HWY-61 - SHELBY RD  
 WILC-FR03 UNDERGROUND CONDUIT

**Page**  
 1-2



Google Earth



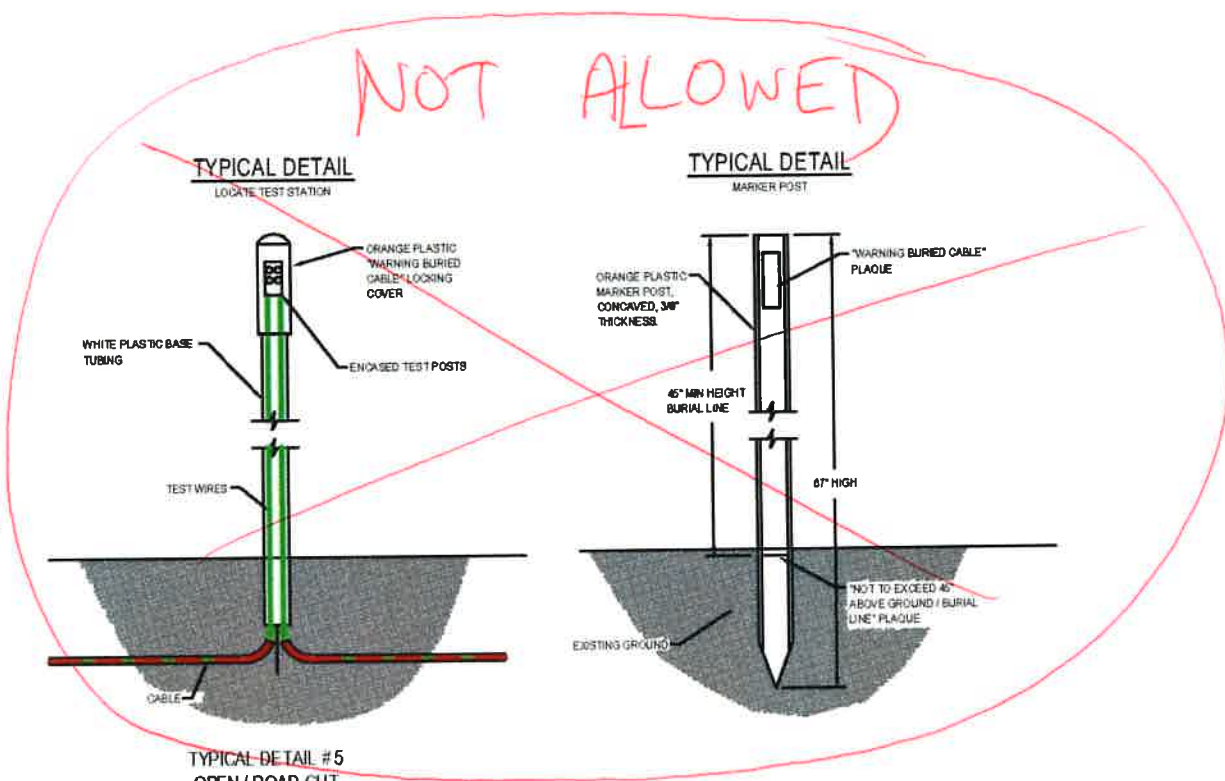
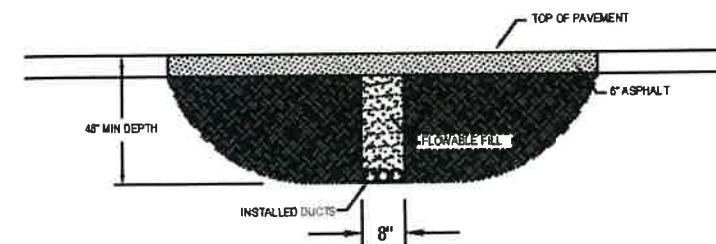
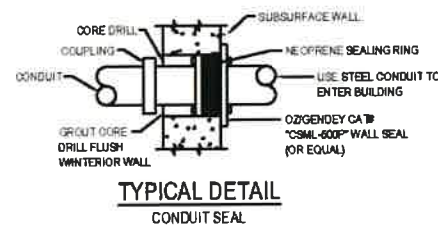
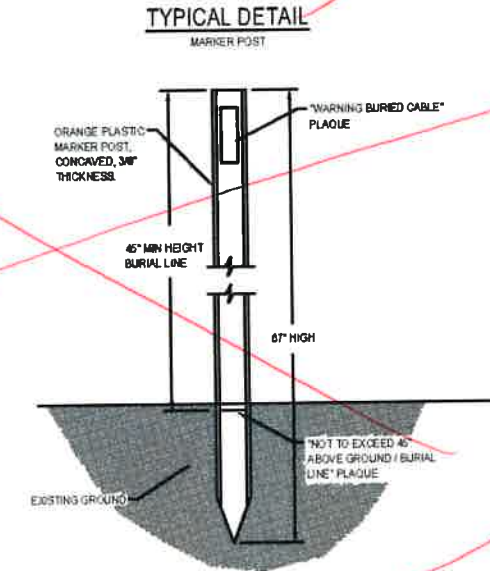
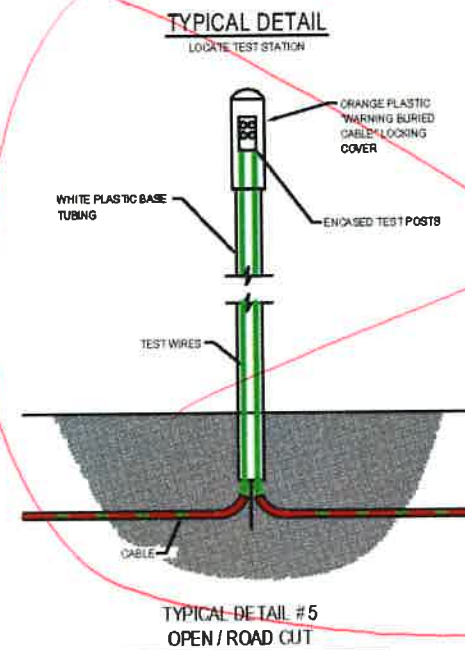
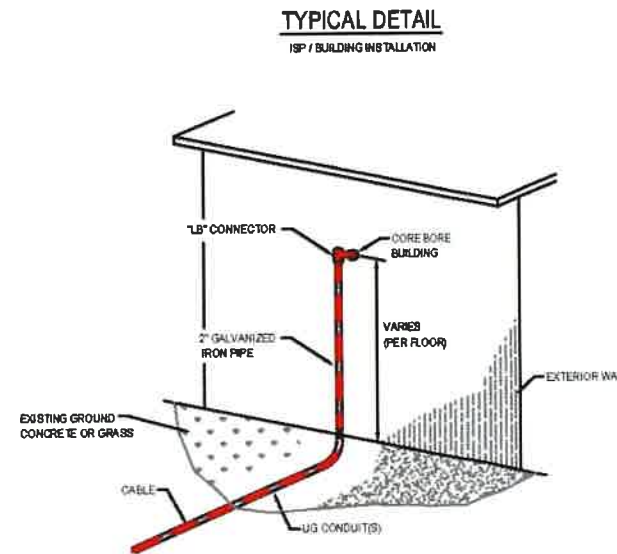
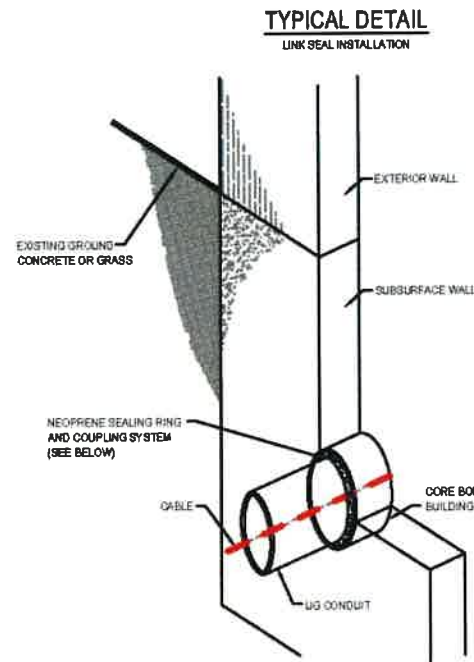
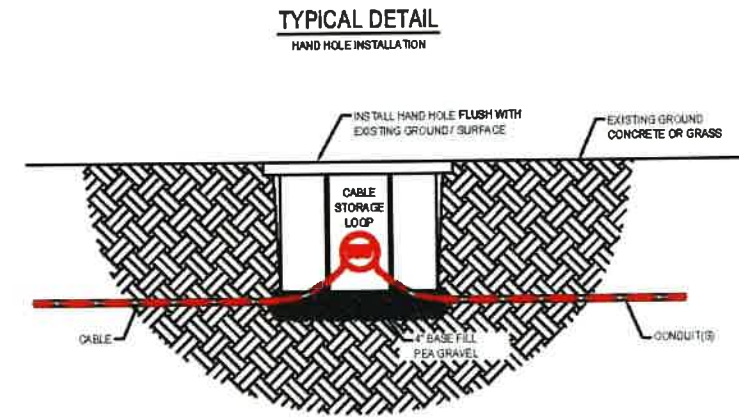
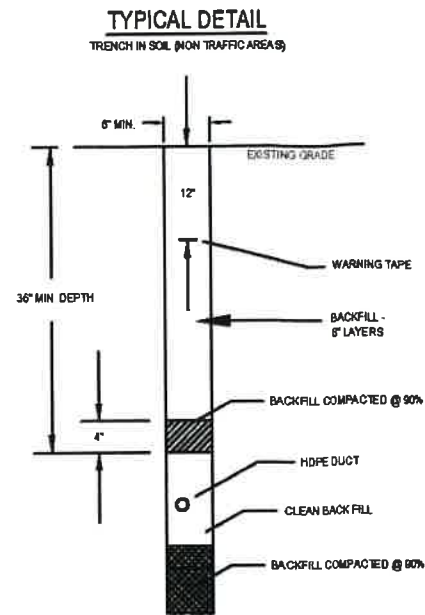
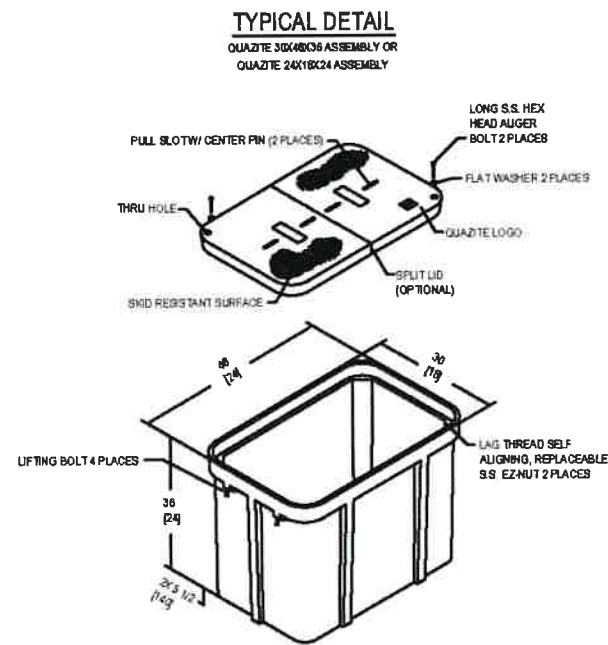
**Drawn By**  
Taran Welchlin

**Revised**  
Feb 13,  
2023

**Drawing Title**  
Wendys Crossing  
Underground Conduit

**Description**  
Hwy 14/61 and Shelby St.  
Underground Conduit WILC-FR0305

**Page**





# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 23-0243

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**Agenda Date:** 2/27/2023

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Public Works

**File Type:** Request

**Agenda Number:** 4

## LEASE AGREEMENT

This Lease, made this 27th day of February, 2023 by and between **City of La Crosse**, a municipal corporation, hereinafter called "Lessor", and the **La Crosse Skyrockers, Inc.** a Wisconsin corporation, hereinafter called "Lessee".

Lessor, for and in consideration of the rent hereinafter specified to be paid by Lessee, and the covenants and agreements hereinafter contained, by the Lessee to be kept and performed, does hereby demise, lease and let unto said Lessee certain space (premises) as indicated on the attached diagram located on the Isle La Plume in the City of La Crosse marked **Exhibit #A**. To have and to hold unto said Lessee on the following terms and conditions:

1. **TERM.** The term of this Lease shall be for a period of one (1) year beginning February 27th, 2023 and terminating February 26th, 2024. The Lessor, at its sole discretion, may extend this lease for five (5) one (1)-year terms beginning February 27th, 2024.
2. **RENTAL.** Lessee covenants and agrees to pay to Lessor as rent for the said premises the sum of Five Hundred Dollars (\$750.00) per year, payable upon invoicing, without delay, deduction, or default. Rent shall be payable to Lessor at City of La Crosse, 400 La Crosse Street, La Crosse, WI 54601; Attn: Parks, Recreation and Forestry Department.
3. **PURPOSE.** The sole purpose of this Lease is for the storage space for the fireworks for the La Crosse Skyrockers, Inc. to include the Skyrockers trailers, SRT-1 and SRT-2 and for no other purpose without the express written permission from the City of La Crosse Board of Park Commissioners.
4. **REPAIRS AND MAINTENANCE.** Lessee agrees to keep said premises safe and in good order and condition at all times during the term hereof. Upon the expiration of this Lease, or any sooner termination thereof, the Lessee will quit and surrender possession of said premises quietly and peaceably and in as good order and condition as the same were at the commencement hereof; reasonable wear, tear and damage by the elements excepted. Lessee further agrees to leave said premises free from all nuisance, dangerous and defective conditions.
5. **ASSIGNMENT AND MORTGAGE.** Neither the demised premises nor any portion thereof shall be sublet without the express written consent of the Board of Public Works of the City of La Crosse, nor shall this Lease, or any interest therein be assigned, hypothecated or mortgaged by the Lessee, and any attempted assignment subletting, hypothecation or mortgaged of this Lease shall be of no force or effect, and shall confer no rights upon any assignees, sub lessee, mortgagee or pledgee. In the event that Lessee shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer Lessee's business or affairs, neither this Lease nor any interest herein shall become an asset of such trustee or receiver, and in the event of the appointment of any such trustee, or receiver, this Lease shall immediately terminate and end.
6. **INDEMNIFICATION AND INSURANCE.** See attached **Exhibit #B**.



7. **DEFAULT.** In the event that Lessee shall be in default of any payment of any rent or in the performance of any of the terms and conditions herein agreed to be kept and performed by Lessee, then in that event, Lessor may terminate and end this Lease, Lessor may enter upon said premises and remove all persons and property, and Lessee shall not be entitled to any money paid hereunder or any part thereof. In the event Lessor shall bring a legal action to enforce any of the terms hereof, or to obtain possession of said premises by reason of default of Lessee, or otherwise, Lessee agrees to pay Lessor all costs of such legal action.
8. **WAIVER.** Waiver by Lessor of any default in performance by Lessee of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.
9. **COMPLIANCE WITH LAWS.** Lessee shall store the fireworks in a locked facility conforming to requirements of the U.S. Bureau of Alcohol, Tobacco and Firearms. Lessee agrees to comply with all federal, state and local laws, ordinances, rules and regulations which may pertain or apply to the demised premises and the use thereof and the handling, transportation and storage of fireworks.
10. **LESSOR MAY ENTER.** Lessee agrees that Lessor, its agents or employees, may enter upon said premises any time during the term or any extension hereof for the purpose of inspection, digging test holes, making surveys, taking measurements and doing similar work necessary for the preparation of plans for construction of buildings or improvements on said premises, with the understanding that said work will be performed in such a manner as to cause a minimum of interference with the use of the property by Lessee.
11. **EMINENT DOMAIN.** If the whole or any substantial part of premises hereby leased shall be taken by any public authority including the City under the power of eminent domain, then the term of this lease shall cease as to the part so taken from the day the possession of that part shall be taken for any public purpose, and from that date Lessee shall have the right either to cancel this Lease or to continue in the possession of the remainder of the premises under the term herein provided, except that the rental shall be reduced in proportion to the amount of the premises taken. All damage awarded for such taking shall belong to and be the property of the Lessor. The Lessee shall not be entitled to any award for loss of leasehold, relocation costs, business installation or improvements except as stated above and hereby waives the same.
12. **APPLICABLE LAW.** This agreement shall be construed and interpreted under the laws of the State of Wisconsin. Any actions related to this lease shall be instituted exclusively in the State of Wisconsin and venued in La Crosse County, WI.
13. **HOLDOVER.** Should **Lessee** remain in possession of any part of the premises described on Exhibit A after the expiration or other termination of this Lease, without extending the term or executing a new lease, then such holding over shall be construed as a tenancy from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy. Notwithstanding, rent for any

holdover tenancy shall be calculated as three (3) times the rental value as defined in Wis. Stat. § 704.27. Rental value shall be determined by the City's Assessor, in his/her sole and absolute discretion.

- 14. AUTHORITY. The persons signing this Agreement warrant they have the authority to sign as, or on behalf of, the party for whom they are signing.
- 15. TERMINATION. The Board of Public Works may terminate this Lease within thirty (30) days advance written notice to Lessee for any reason.
- 16. This agreement may be executed in counterparts and/or by electronic exchange of signatures, with all such counterparts deemed the same single agreement and signatures exchanged by electronic means deemed equivalent to original signatures. This constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, written and oral. This agreement shall not be modified except through a writing signed by both parties.
- 17. NOTICE. Any note required or permitted to be given by either party to the other shall be in writing to the following addresses:

FOR THE CITY OF LA CROSSE:

Park, Recreation & Forestry Department  
400 La Crosse Street  
La Crosse, WI 54601

FOR LA CROSSE SKYROCKERS, INC.:

Pat Bonadurer, President  
La Crosse Skyrockers, Inc.  
PO Box 2223  
La Crosse, WI 54602-2223

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LA CROSSE SKYROCKERS, INC.

By \_\_\_\_\_ Date \_\_\_\_\_  
Pat Bonadurer, President

CITY OF LA CROSSE

By \_\_\_\_\_ Date \_\_\_\_\_  
Dan Trussoni, Park Department Deputy Director

**Exhibit #A**



## Exhibit #B

### STANDARD TERMS AND CONDITIONS

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

2. **STANDARD OF PERFORMANCE.** Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services. Contracting Party agrees to abide by all applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.

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

4. **SCOPE OF SERVICES.** Contracting Party is required to perform, do and carryout in a satisfactory, timely, and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as indicated in this Agreement, including without limitation materials, equipment, supplies, and incidentals. The scope of services to be performed shall include, without limitation, those services set forth in this Agreement. La Crosse may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.

5. **CHANGE OF SCOPE.** The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement, including, if applicable, information supplied by Contracting Party. Scope may not be fully definable during initial phases. As projects progress, facts discovered may indicate that the scope must be redefined. Parties shall provide a written amendment to this Agreement to recognize such change.

6. **COMPENSATION.** Contracting Party will be compensated by La Crosse for the services provided under this Agreement and subject to the terms, conditions and contingencies set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to La Crosse. These invoices must be itemized to include labor costs and the Contracting Party's direct expenses, including subcontractor costs. In addition, such invoices shall show the hours worked by the Contracting Party's staff and the amount of work completed as a percentage of the work to be performed. The final payment of the balance due the Contracting Party for the completed service shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement.

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

8. **TERMINATION FOR CAUSE.** If, through any cause, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, La Crosse shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material related to the services performed by the Contracting Party under this Agreement for which compensation has been made or may be agreed to be made shall, at the option of La Crosse, become the property of La Crosse. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to La Crosse for damages sustained by La Crosse by virtue of this Agreement by the Contracting Party, and La Crosse may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to La Crosse from the Contracting Party is determined.

9. **TERMINATION FOR CONVENIENCE.** La Crosse may terminate this Agreement at any time and for any reason by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. If this Agreement is terminated by La Crosse pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by La Crosse.

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

11. **DELAYS.** If performance of La Crosse's obligations is delayed through no fault of La Crosse, La Crosse shall be entitled to an extension of time equal to the delay.

12. **OPINIONS OF COST.** Any opinion of costs prepared by La Crosse is supplied for general guidance of Contracting Party only. La Crosse cannot guarantee the accuracy of such opinions as compared to actual costs to Contracting Party.

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

14. **INSURANCE.** Contracting Party shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

- 1) Commercial General Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage;
- 2) Automobile Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury and property damage covering all vehicles to be used in relationship to this Agreement;
- 3) Umbrella Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage in excess of coverage carried for commercial general liability and automobile liability;
- 4) Professional Liability Insurance of not less than \$1,000,000.00 per claim and annual aggregate; and
- 5) To the extent that Contracting Party employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.

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

15. **INDEMNIFICATION.** To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, La Crosse, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Contracting Party, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on La Crosse. Contracting Party's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as La Crosse waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

Contracting Party shall reimburse La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contracting Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

16. **NO PERSONAL LIABILITY.** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of La Crosse have any personal liability arising out of this Agreement, and Contracting Party shall not seek or claim any such personal liability.

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

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

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

20. **NOTIFICATION.** Contracting Party shall:

- (1) As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify La Crosse in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Contracting Party with respect thereto.
- (2) Promptly notify La Crosse of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Contracting Party contained in this Agreement to be untrue.
- (3) Notify La Crosse, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Contracting Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Contracting Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Contracting Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

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

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

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

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

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

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

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

27. POLITICAL ACTIVITIES. Contracting Party shall not engage in any political activities while in performance of any and all services and work under this Agreement.

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

29. ENTIRE AND SUPERSEDING AGREEMENT. This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of La Crosse, granting approvals or conditions attendant with such approval, the specific action of La Crosse shall be deemed controlling. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence.

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

31. IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE. Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of La Crosse. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days.

32. TIME COMPUTATION. Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

33. NOTICES. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one

(1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City:	Attn. City Clerk City of La Crosse 400 La Crosse Street La Crosse, WI 54601	Copy to:	Attn. City Attorney City of La Crosse 400 La Crosse Street La Crosse, WI 54601
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Contracting party shall identify in writing and provide to La Crosse the contact person and address for notices under this Agreement.

34. INCORPORATION OF PROCEEDINGS AND EXHIBITS. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by La Crosse, including but not limited to adopted or approved plans or specifications on file with La Crosse, and further including but not limited to all exhibits as referenced herein, are incorporated by reference herein and are deemed to be the contractual obligation of Contracting Party whether or not herein enumerated.

35. ACCESS TO RECORDS. Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. La Crosse, or any of its duly authorized representatives, shall have access, at no cost to La Crosse, to such books, records, documents, papers or any records, including electronic, of Contracting Party which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

36. PUBLIC RECORDS LAW. Contracting Party understands and acknowledges that La Crosse is subject to the Public Records Law of the State of Wisconsin. As such, Contracting Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contracting Party agrees to assist La Crosse in complying with any public records request that La Crosse receives pertaining to this Agreement. Additionally, Contracting Party agrees to indemnify and hold harmless La Crosse, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Contracting Party's actions or omissions which contribute to La Crosse's inability to comply with the Public Records Law. In the event that Contracting Party decides not to retain its records for a period of seven (7) years, then it shall provide written notice to La Crosse whereupon La Crosse shall take custody of said records assuming such records are not already maintained by La Crosse. This provision shall survive the termination of this Agreement.

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

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

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

40. FORCE MAJEURE. La Crosse shall not be responsible to Contracting Party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

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

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

43. EXECUTION OF AGREEMENT. Contracting Party shall sign and execute this Agreement on or before sixty (60) days of its approval by the La Crosse Common Council, and Contracting Party's failure to do so will render the approval of the Agreement by the La Crosse Common Council null and void unless otherwise authorized.

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

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

Revised: July 2011



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 23-0247

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**Agenda Date:** 2/27/2023

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Public Works

**File Type:** Finding & Order

**Agenda Number:** 5



From the Offices of the Traffic Engineer  
and the Chief of Police  
City Hall

**CITY OF LA CROSSE  
BOARD OF PUBLIC WORKS  
Findings & Orders:**

February 21, 2023

ESTABLISHING

AMENDING

VACATING

TYPE OF ALTERATION: No Parking Zone

GENERAL LOCATION: Both sides of 800 block of George Street Frontage

Report:

A request was received to investigate the 800 block of George Street Frontage for No for tax-based services to owners and residents such as street sweeping, snow plowing, refuse collection, and leaf collection. It has been determined that the street is of insufficient width to safely accommodate both on-street parking and the City services provided to owners and residents, such as street sweeping, snow plowing, refuse collection, and leaf collection.

It is therefore, recommended to eliminate all remaining on-street parking on the 800 block of George Street Frontage.

**WHEREAS**, Section 44-39 of the City of La Crosse Municipal Code of Ordinances provides that after obtaining a report and recommendation of the Traffic Engineer, the Chief of Police shall forward recommendations and appropriate orders to the Board of Public Works.

**AND WHEREAS**, the Findings of the Traffic Engineer state the public interest, convenience, and necessity, the Chief of Police hereby Orders the above traffic alterations, to wit:

- Establish No Parking Zone in the 800 block of George Street Frontage.

**NOW, THEREFORE**, the Board of Public Works hereby approves the aforementioned traffic alteration, and City staff is hereby authorized to effect said changes.

Matthew A. Gallager  
Director of Engineering & Public Works

Shawn Kudron  
Chief of Police

Date Filed: 2023-02-21

BPW Approval: \_\_\_\_\_  
Date

\_\_\_\_\_  
Presiding Officer



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

February 21, 2023

Residents of 800 block of George Street Frontage,

This letter is to inform you of a matter regarding parking on George Street, on the frontage roadway on the side of the overpass retaining wall. The situation involves not having a public alley within your block, and limited space on the public street.

The street currently has small sections of No Parking near St. Cloud and St. James. However, on-street parking is currently allowed on the rest of the block. In meeting with the Street Department managers and the City's refuse & recycling contractor, it has been determined that the street is of insufficient width to safely accommodate both on-street parking and the City services provided to owners and residents, such as street sweeping, snow plowing, refuse collection, and leaf collection.

This matter will be discussed with a public hearing at the **Board of Public Works** meeting on **Monday, February 27 at 10:00 A.M.** The proposed parking change would be to eliminate all remaining on-street parking on the 800 block of George Street Frontage.

Your input is valuable, as the daily users of this street, when options are considered to update conditions to provide for safe use of the public Right-of-Way for various needs. Please feel free to attend the meeting to discuss this issue. If you cannot attend, or do not care to, feel free to submit written comments or concerns to the Engineering Department. All comments and options will be considered.

Sincerely,

Stephanie J. Sward,  
Deputy Director of Engineering and Public Works

Cc: Council Member Scott Neumeister, District 2  
Ashley Freeman, Refuse & Recycling Coordinator





# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 23-0249

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**Agenda Date:** 2/27/2023

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Public Works

**File Type:** General Item

**Agenda Number:** 6

CHECK REQUEST Week of 2/20/2023

**RELCOATION PAYMENT NO W9 NEEDED**

Project 1641-02-22  
 City of La Crosse, South Avenue  
 USH 14- Green Bay St to Ward Ave  
 La Crosse County, La Crosse, WI

Parcel	Amount	Payable to	Conveyance
98b	\$3,985.98	<b>T.L. Mach, Inc.</b> 2915 East Avenue South, La Crosse, WI 54601  MAIL CHECK TO: Right of Way Professionals, Inc., 2215 E. Clairemont Avenue, Suite 1 Eau Claire, WI 54701	Moving expenses (actual)
<b>Total</b>	<b>\$3,985.98</b>		

Submitted by: Ashley Selissen of Right of Way Professionals, Inc.

Date 2/22/23

# RELOCATION CLAIM - APPLICATION AND RELEASE

RE1527 11/2022

City of La Crosse

Claimant Name (print) T. L. Mach, Inc.	Date Claim Submitted to City of La Crosse 01/24/2023
Replacement Property Address 2915 East Avenue South, La Crosse, WI 54601	Relocation Agent Name Ashley Selissen, Right of Way Professionals, Inc.
Subject Property Address 2929 South Avenue, La Crosse, WI 54601	Actual Vacate Date from Subject 11/29/2021

The relocation program is a reimbursement program. All items must be determined by City of La Crosse as actual, reasonable and necessary to receive reimbursement. All applicable federal and state statutory and administrative code provisions apply. Documentation of payment and work completion is required in submittal.

- Residential relocation     
  Owner occupant (subject)     
  Replacement - Purchase     
  Move Only – no displaced persons  
 Nonresidential relocation     
  Tenant occupant (subject)     
  Replacement - Rental  
 Outdoor advertising sign relocation     
  Landlord (subject)

## AGREEMENT


In the event of a condemnation case, the Agency shall promptly pay a replacement housing payment, replacement business or farm payment. An advance payment shall be made when an agency determines the acquisition payment will be delayed because of condemnation proceedings. An agency's offer shall be used as the initial acquisition price in calculating the replacement payment. The payment shall be contingent on a person signing an affidavit of intent that:

(a) the agency shall re-compute the replacement payment using the acquisition amount, as final negotiated and/or set by the court through condemnation proceedings;

(b) the person shall refund the excess amount from the judgment when the amount awarded as acquisition amount plus any advance payment if it exceeds the amount paid for a replacement or the agency's determined cost of a comparable replacement. A person is not required to refund more than the advance payment. The payment shall be made after the condemnation proceedings are completed when a person does not sign an affidavit.

## CERTIFICATION

I (We) certify that the foregoing statement is true and correct and that the damages described herein exist and I (we) have incurred these costs in the amount shown after each item. I (We) certify that I have not submitted any other claim for or received payment of any compensation for the benefit claimed herein as shown above. I (We) agree to accept the amounts as payment in full for the items claimed, and release the City of La Crosse and any public body, board or commission acting in its behalf, from any and all claims for damages arising through this project, for the listed items for which an amount is claimed.

X  12/23/22  
 Claimant Signature      Date

Terry Mach, President  
 Print Name


X \_\_\_\_\_  
 Claimant Signature      Date

\_\_\_\_\_  
 Print Name


\_\_\_\_\_  
 Agency Approval      Date

\_\_\_\_\_  
 Print Name

I certify to the best of my knowledge the amount of the approved and this claim conforms to the applicable provisions of state and federal laws.

X  1-24-23  
 Relocation Agent Signature      Date

Ashley Selissen  
 Print Name

X  2/22/2023  
 BTS Relocation Facilitator Signature      Date

Tracey Johnsrud  
 Print Name



Project ID  
1641-02-22

County  
La Crosse

Parcel No.  
98b

Items Claimed	Reference	Amount Claimed	Amount Approved
<b>Residential</b>			
1. Moving expenses – Actual	Adm 92.54(1); 49 CFR §24.301(b)	\$	\$
2. Moving expenses – Fixed Payment, Room Schedule	Adm 92.54(2); 49 CFR §24.302	\$	\$
3. Expenses incidental to property transfer	Wis. Stats. 32.195 & §24.106		
a. Recording fees, transfer taxes, and similar conveyances	Wis. Stat. 32.195(1)	\$	\$
b. Mortgage prepayment penalty cost	Wis. Stat. 32.195(2)	\$	\$
c. Real estate taxes allocated vesting date	Wis. Stat. 32.195(3)	\$	\$
d. Personal property realignment	Wis. Stat. 32.195(4)	\$	\$
e. Plans/specifications unusable from subject property	Wis. Stat. 32.195(5)	\$	\$
f. Reasonable net rental losses	Wis. Stat. 32.195(6)	\$	\$
g. Fencing cost	Wis. Stat. 32.195(7)	\$	\$
4. Replacement Housing Payment	Wis. Stat. 32.19(3)(d); Adm 92.70-92.88; 49 CFR §24.401(b)&(c) & 49 CFR §24.402(b)&(c)	\$	\$
5. Mortgage Interest Differential Payment	Adm 92.70(5); 49 CFR §24.401(d)		
6. Incidental expenses – Closing Costs and Related Expenses	Adm 92.70(6); 49 CFR §24.401(e)	\$	\$
<b>Non-Residential</b>			
7. Moving expenses – Actual	Adm 92.56 & 92.60 & 92.62 49 CFR §24.301(d) & 49 CFR §24.303	\$3,985.98	\$ 3,985.98
8. Re-Establishment Payment	Adm 92.67; 49 CFR §24.304	\$	\$
9. Fixed Payment In Lieu of Actual Moving Expenses	Adm 92.58; 49 CFR §24.305	\$	\$
10. Expenses incidental to property transfer	Wis. Stats. 32.195 & 49 CFR §24.106		
a. Recording fees, transfer taxes, and similar conveyances	Wis. Stat. 32.195(1)	\$	\$
b. Penalty costs for mortgage prepayment	Wis. Stat. 32.195(2)	\$	\$
c. Real estate taxes allocated to date of vesting	Wis. Stat. 32.195(3)	\$	\$
d. Realignment of personal property	Wis. Stat. 32.195(4)	\$	\$
e. Plans/specifications unusable from subject property	Wis. Stat. 32.195(5)	\$	\$
f. Reasonable net rental losses	Wis. Stat. 32.195(6)	\$	\$
g. Cost of fencing	Wis. Stat. 32.195(7)	\$	\$
11. Business Replacement Payment			
a. Tenant to Tenant – rent differential payment (48 months)	Wis. Stat. 32.19(4m)(b)(1); Adm 92.96	\$	\$
b. Tenant to Tenant – reasonable project costs, (actual, reasonable, necessary)	Wis. Stat. 32.19(4m)(b)(1)	\$	\$
c. Tenant to Owner – conversion of rent differential to down payment on replacement and closing costs	Wis. Stat. 32.19(4m)(b)(2); Adm 92.98	\$	\$
d. Owner to Owner – includes purchase differential, increased interest, closing costs, and reasonable project costs at replacement property	Wis. Stat. 32.19(4m)(a); Adm 92.92	\$	\$
e. Owner to Tenant – includes rent differential payment (calculated using economic rent)	Wis. Stat. 32.19(4m)(a); Adm 92.94	\$	\$
f. Owner to Tenant – reasonable project costs where applicable	Wis. Stat. 32.19(4m)(a)	\$	\$
<b>Move Only Payment – No displaced persons</b>			
Personal Property Move Only Payment Schedule (Self Move)	Adm 92.52, 49 CFR §24.301(e)	\$	\$
Actual Move (includes Outdoor Advertisement Sign Move)	Adm 92.64; 49 CFR §24.301(f)	\$	\$
TOTAL		\$3,985.98	\$ 3,985.98

# RIGHT OF WAY PROFESSIONALS, INC.

*PROJECT MANAGEMENT, ACQUISITION, RELOCATION & PROPERTY MANAGEMENT*

January 27, 2023 revised February 20, 2023

Via: E-mail

Ms. Tracey Johnsrud  
Statewide Relocation Program Coordinator  
Wisconsin Department of Transportation  
141 N.W. Barstow Street  
Waukesha, WI 53188

RE: Project 1641-02-22  
C. of La Crosse, USH 14/South Ave.  
La Crosse County  
Parcel 98b – T.L. Mach, Inc. (Pizza King)

Dear Ms. Johnsrud:

The below relocation claim is being submitted for your review.

Claim Seq.#	Parcel	Type	Payable To	Amount
5	98b	Moving - Actual	T.L. Mach, Inc.	\$3,985.98
			<b>TOTAL CLAIM AMOUNT</b>	<b>\$3,985.98</b>

Following is information regarding claim sequence #5:

**Moving - Actual (\$3,985.98):** Terry Mach of T.L. Mach, Inc. (Pizza King) is renting a replacement site. He chose to continue a tenant status. Several building modifications were done to make the vacant space a place for him to conduct his restaurant operations. For the work that was complete, there were several permits that were required; see below. These items are business moving expenses (#8 on worksheet – licenses, permits & certification fees required at replacement location for business.

Attachment #1: Commercial building permit \$2,722.94 including: Records fee commercial – structural alteration, commercial plan review, commercial building permit.

Attachment #2: Mechanical-Electrical permit \$555.80 including: Electrical permit fee and records fee. See attached pages from Brickl's building proposal identifying the permits needed.

Attachment #3: Plumbing permit \$286.35 including: Plumbing permit fee and records fee.

Attachment #4: Sign permit \$270.89 including: Sign plan review fee, sign permit fee, records fee & credit card fee. Also, permit acquisition for \$150.00 which is what La Crosse sign charges for staff to go through permitting process and file paperwork. The La Crosse Sign Co. invoice (51015) has a subtotal of \$16,290.89 with a \$7,935.00 deposit paid. The cancelled check is in the amount of \$24,196.36 which was for two invoice numbers (51014 and **51015**). This was for the pylon sign and awning on building.

The signed relocation claim, business actual moving expenses worksheet, specific permit supporting documentation and proof of payment are attached.

Please let me know if you have any questions. I can be reached at 715-830-0544 or Ashley@rowpros.org.

Respectfully,  
Right of Way Professionals, Inc.

A handwritten signature in cursive script that reads "Ashley Selissen".

Ashley Selissen, SR/WA  
As Agent for WisDOT

Enclosures



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 23-0193

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**Agenda Date:** 2/27/2023

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Public Works

**File Type:** General Item

**Agenda Number:** 7