



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final-revised

Finance & Personnel Committee

Thursday, June 1, 2023

6:00 PM

Council Chambers
City Hall, First Floor

This meeting is open for in-person attendance and will also be available through video conferencing. The meeting can be viewed (no participation) by visiting the Legislative Information Center Meetings calendar (<https://cityoflacrosse.legistar.com/Calendar.aspx>) - find the scheduled meeting and click on the "In Progress" video link to the far right in the meeting list.

Public comment is limited to agenda items; statements shall be restricted to the subject matter. If you wish to speak on an agenda item, please register in advance:

- Register online at <https://www.cityoflacrosse.org/city-services/meeting-registration>
- Contact the City Clerk's Office no later than 4:00p on the day of the meeting, with the following information: name, municipality of residence, if you are representing an organization or a person other than yourself at the meeting, and if you are speaking in favor, opposition or neutral.
- Sign up in person no less than ten (10) minutes before the start of the meeting.

If attending virtual and you wish to speak, contact the City Clerk's Office and we will provide you with the information necessary to join the meeting. Call 608-789-7510 or email cityclerk@cityoflacrosse.org.

Public hearings shall be limited to 30 minutes when there are opposing viewpoints from the public. In the absence of opposing viewpoints, public hearings are limited to 15 minutes. Individual speakers shall speak no more than three (3) minutes unless waived by the Chair or a majority of the committee.

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 to City Clerk, 400 La Crosse Street, La Crosse WI 54601.

Call To Order

Roll Call

Agenda Items:

NEW BUSINESS

[23-0453](#)

Resolution approving Home Buyer Down Payment Assistance Program.

Sponsors: Happel

[23-0460](#)

Resolution approving a change in the table of positions and classifications for the City of La Crosse Information Technology (IT) department.

Sponsors: Sleznikow

- [23-0461](#) Resolution authorizing the reclassification of Recreation Program Coordinator within the Parks and Recreation Department.
Sponsors: Kahlow
- [23-0485](#) Resolution approving the project development agreement with Johnson Controls, Inc. for the implementation of a 4th phase of its performance contract.
Sponsors: Reynolds
- [23-0491](#) Resolution authorizing the City of La Crosse to enter a Professional Services Agreement with Alta Planning + Design, Inc. for the preparation of a Bicycle and Pedestrian Master Plan Update.
Sponsors: Sleznikow
- [23-0503](#) Resolution approving contract with the La Crosse Tribune as the official newspaper for the City's council proceedings and legal notices.
Sponsors: Reynolds
- [23-0516](#) Resolution approving a non-exclusive rental car concession agreement with Avis Budget Car Rental, LLC.
Sponsors: Reynolds
- [23-0517](#) Resolution approving a non-exclusive rental car concession agreement with Enterprise Rent-A-Car Company of Wisconsin, LLC.
Sponsors: Reynolds
- [23-0565](#) Resolution declaring certain property located at 906 Gillette Street (parcel #17-10104-21) as surplus property.
Sponsors: Reynolds
- [23-0567](#) Resolution approving 2022 Compliance Maintenance Annual Report (CMAR) for the Isle La Plume Wastewater Treatment Facility.
Sponsors: Schwarz
- [23-0576](#) Resolution approving \$510,000 from the ARPA Marsh Lead Contamination Allocation for the Construction of the Pettibone Park Water Main Extension.
Sponsors: Janssen
- [23-0595](#) Resolution approving American Rescue Plan Funds (ARPA) for Affordable Housing Revolving Loan Fund Program.
Sponsors: Reynolds
- [23-0620](#) Resolution authorizing funding for Utility Infrastructure Work at River Point District.
Sponsors: Reynolds
Short-Circuited by Mayor Reynolds - 5/23/2023
- [23-0570](#) Resolution authorizing the Mayor and City Clerk to sign State/Municipal Financial Agreement for the Reconstruction of the BNSF RR Crossing at Sims Place (ID# 5991-07-46).
Sponsors: Woodard
Short-Circuited by Mayor Reynolds - 5/26/2023

[23-0638](#) An Initial Resolution authorizing not to exceed \$4,190,000 aggregate principal amount of general obligation bonds of the City of La Crosse, La Crosse County, Wisconsin, for the purpose of providing for street improvements, street improvement funding and street lighting.

Sponsors: Reynolds

Short-Circuited by Mayor Reynolds - 5/26/2023

[23-0639](#) An Initial Resolution authorizing not to exceed \$720,000 aggregate principal amount of general obligation bonds of the City of La Crosse, La Crosse County, Wisconsin, for the purpose of financing fire engines and other equipment of the fire department.

Sponsors: Reynolds

Short-Circuited by Mayor Reynolds - 5/26/2023

[23-0640](#) An Initial Resolution authorizing not to exceed \$4,500,000 aggregate principal amount of general obligation bonds of the City of La Crosse, La Crosse County, Wisconsin, for the purpose of financing the construction of engine houses, and for pumps, water mains, reservoirs and all other reasonable facilities for fire protection apparatus or equipment for fire protection.

Sponsors: Reynolds

Short-Circuited by Mayor Reynolds - 5/26/2023

[23-0641](#) An Initial Resolution authorizing not to exceed \$510,000 aggregate principal amount of general obligation bonds of the City of La Crosse, La Crosse County, Wisconsin, for the purpose of financing river improvements.

Sponsors: Reynolds

Short-Circuited by Mayor Reynolds - 5/26/2023

[23-0642](#) An Initial Resolution authorizing not to exceed \$1,360,000 aggregate principal amount of general obligation bonds of the City of La Crosse, La Crosse County, Wisconsin, for the purpose of financing the acquisition, construction and improvement of parks and public grounds.

Sponsors: Reynolds

Short-Circuited by Mayor Reynolds - 5/26/2023

[23-0643](#) An Initial Resolution authorizing not to exceed \$770,000 aggregate principal amount of general obligation bonds of the City of La Crosse, La Crosse County, Wisconsin, for the purpose of financing the construction of police facilities.

Sponsors: Reynolds

Short-Circuited by Mayor Reynolds - 5/26/2023

[23-0644](#) A Resolution directing the advertisement and sale of approximately \$12,050,000 aggregate principal amount of general obligation bonds and approximately \$5,670,000 general obligation promissory notes of the City of La Crosse, La Crosse County, Wisconsin.

Sponsors: Reynolds

Short-Circuited by Mayor Reynolds - 5/26/2023

[23-0566](#)

Resolution approving the Sale of Surplus Property - 2702 & 2706 Onalaska Ave.
(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: Dickinson

[23-0001](#)

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, Erin Goggin, Barb Janssen, Rebecca Schwarz, Mark Neumann



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Text File

File Number: 23-0453

Agenda Date: 6/1/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number: 8

Amended Resolution approving Home Buyer Down Payment Assistance Program.

RESOLUTION

WHEREAS, the Common Council approved Resolution 22-0259 to commit American Rescue Plan Act (ARPA) funds to specific categories; and

WHEREAS, as part of this resolution, Common Council approved \$400,000 for a down payment assistance program for low-moderate income households to assist approximately 20-25 households with down payment assistance; and

WHEREAS, these properties will be inspected to ensure they are decent, safe, and sanitary; and

WHEREAS, all rehab needs will be referred to the housing rehabilitation program to be addressed; and

WHEREAS, the Home Buyer Down Payment Assistance Policy outlines program eligibility, guidelines, responsibilities, and grant award procedure.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the Home Buyer Down Payment Assistance policy (revised on 5/25/2023) be approved as submitted.

BE IT FURTHER RESOLVED that the Mayor and Planning, Development and Assessment staff are authorized to effectuate this resolution.

Homebuyer Down Payment Assistance Program

Program Overview

The City of La Crosse's Homebuyer Down Payment Assistance Program, funded with American Rescue Plan Act Funds (ARPA), is available to help first time homebuyers achieve an affordable mortgage payment. To participate in the program, you must purchase a home in the City of La Crosse, qualify for a 30-year fixed mortgage and meet the eligibility requirements below.

Eligibility Requirements

- Must be a first-time homebuyer as defined by HUD.
- Have an income of 120% CMI or below¹.
- Maximum total cash asset of \$25,000
- Applicant must be able to obtain 30-year fixed rate mortgage financing.
- Mortgage interest rate may not be greater than 2% of the national mortgage rate average.
- Applicant required to provide a cash contribution of \$1,000 or 1% of the purchase price; whichever is greater.
- Purchase price may not exceed HUD's area median purchase price²
- Homebuyers must participate in a HUD approved First-time Homebuyer Education Class.³
- May not be paired with other Down Payment Assistance (DPA) grant or forgivable loan programs.
- Ineligible properties include those conveyed with a land contract, rent or lease to own properties, mobile homes, homes that are not located in the City of La Crosse.
- Homes must meet the minimum housing quality standards defined by the US Department of Housing and Urban Development

Terms

- Sign a 5-year owner occupied deed restriction if the grant amount is between \$1-\$15,000 and a 10-year owner occupied deed restriction if the grant amount is between \$15,001-\$25,000.
- Grant amounts are based on the applicant's household income.
 - Applicants that earn:
 - 80% CMI or less may be eligible to receive a grant up to 20% of the purchase price;
 - 81-100% CMI may be eligible to receive a grant up to 15% of the purchase price
 - 101-120% CMI may be eligible to receive a grant up to 10% of the purchase price;
 - Maximum DPA grant is \$25,000.
- Applicant has 90 days from grant award date to provide the City of La Crosse Community Development office with a signed offer to purchase.
- Mortgage payments must be affordable to the Buyer. Monthly payments cannot exceed 30% of the applicant's income. Maximum overall debt to income ratio cannot exceed 43%.
- A home inspection must be performed on the property and submitted to the City Community Development Office, to ensure the property is safe and sanitary.
- Applicant may not receive cash back on the purchase.

¹ Actual income from assets will be counted towards the household's income.

² Current 2022 limits are \$214,000 for existing housing and \$267,000 for newly constructed housing
<https://www.hudexchange.info/resource/2312/home-maximum-purchase-price-after-rehab-value/>

³ <https://hudgov-answers.force.com/housingcounseling/s/>

Program Process

- 1) Staff will work with Applicants to determine their eligibility for the DPA Program.
 - a. Applicants must apply through the City's Neighborly software program and provide current source documents (income statements, bank pre-approval letter, bank and investment statements etc.)
 - b. Staff will send eligible applicants a conditional approval letter, contingent upon meeting the rest of the program eligibility requirements. The letter will expire 90 days from the date of issuance. The letter will also advise the applicant of the maximum allowed purchase price and mortgage payment for program eligibility.
 - i. Staff will assume the applicant is eligible for the maximum grant amount. This amount will be reserved for a period of 90 days. 90 days after the date on the letter, any unclaimed funds will return to the program.
 - ii. In the event the applications received exceed the amount available, Staff may prioritize applicants using the following criteria:
 1. Application completed in entirety
 2. Date the completed application was received
 3. Attended a Homebuyer Education Course
 4. Have identified a home and have a signed offer to purchase
 5. Have not previously applied for the First-time Homebuyer Program
- 2) Eligible applicants will be instructed to complete a HUD certified First-time Homebuyer Education Class.
- 3) Applicants will start their home search. When a home is identified, the applicant will enter into a binding purchase agreement.
 - a. The purchase agreement should be contingent upon receiving a DPA grant, unless prepared to move forward with the purchase of the property without the grant.
- 4) Applicant will provide Staff with an accepted offer to purchase and completion certificate from their Homebuyer Education Class. Upon receipt Staff will determine the final award amount and issue an official acceptance letter specific to the property which also describes the award amount and any other contingencies (homebuyer education certificate, Home Inspection or HQS Inspection, etc.).
- 5) Applicant must have a Home Inspection or HQS Inspection conducted to ensure that the home is decent, safe and sanitary. If the Home Inspection or HQS inspection identifies deficiencies;
 - a. The Applicant may ask the Seller to cure the deficiencies OR
 - b. If the home is habitable AND the applicant is eligible for a City repair program⁴; the Applicant may start the repair program application process but wait to execute the deferred loan repayment agreement until closing and have the repairs performed after they purchase their home.
 - i. The terms of the DPA grant would change to a forgivable loan; which would be forgiven after completion of the repairs.
 - c. If the home is habitable and the Applicant is NOT eligible for a City repair program, but have the funds necessary to make the repairs or are eligible for bank financing, the DPA would be in the form of a forgivable loan. The loan would not be forgiven until completion of the necessary repairs.
- 6) Applicant and/or their Lender shall provide a Loan Estimate, prior to closing, to ensure that the Applicant's Mortgage Payments do not exceed 30% of their income.
- 7) Grant Agreement will be finalized and executed by the Applicant.

⁴ City Repair Programs include Housing Rehabilitation, Housing Renovation, Lead Safe Homes Program

- 8) Applicant will be required to sign an owner-occupied deed restriction that will be recorded after the Warranty Deed, against the property.
- 9) The check will be issued directly to the title company. The title company will provide the City with copies of the closing documents.
- 10) Applicant will move into home and any necessary renovations will commence.

Application Procedures

- Application will include: Conflict of Interest Page, General Release, hold harmless agreement, media release and the counseling agreement.
- Applicants will be asked to provide the documents below for all household members 18 years of age and older:
 - A copy of their most recent W-2's and tax returns,
 - Three months of paystubs/earning statements (including child support, alimony),
 - Three months of bank statements and other investment statements,
 - Pre-approval letter from their lender indicating the maximum loan amount they are approved for. This does not have to be property specific.
- Upon receipt of a completed application, Staff will:
 - Use the City's Underwriting Worksheet to determine the Applicant's eligibility for the City's DPA Program.
 - Income will be determined by using the last 3 months of income statements to project forward their income for the next 12 months. For applicants who perform seasonal work and/or work overtime, it may be necessary to request more income statements.
 - Confirm the projected annual income with the Applicant's most recent W-2's and Federal Tax Returns
 - For applicants who have recently switched employers, a Fannie Mae Verification of Employment form should be completed.
- Eligible applicants will receive a conditionally approved award letter. The award letter will:
 - expire 90 days from issuance,
 - be contingent upon meeting the rest of the program eligibility guidelines,
 - contain instructions how to enroll in a HUD Certified Homebuyer Education Course,
 - include instruction to submit Homebuyer Education Certificate upon completion.
- Ineligible applicants will receive a denial letter that will contain the reason(s) for the denial
- Once the Applicant has identified a home, and provided Staff a copy of the accepted offer to purchase, they will be instructed to contact the City's Housing Specialist to perform an HQS Inspection. The Housing Specialist shall:
 - Complete the inspection within 10 days of the receipt of the offer to purchase,
 - Applicant may choose to be present during the inspection, it is not required.
 - Advise Staff and/or the Applicant of the necessary repairs to be performed,
 - Applicant may request Seller to perform repairs, or have funds to make the repairs after purchasing the property,
 - If the Applicant is unable to negotiate the repairs or does not have sufficient funds to make the repairs, the Housing Specialist should determine the Applicant's eligibility for City Repair Programs,
 - Advise the Applicant that it may be necessary to bid the repairs in order to determine the cost of the repairs and ultimately their eligibility for the program.
 - Communicate to the Applicant the length of time that this process can take.
 - Final determination is made on the property's eligibility for the program and reported to the Applicant.

- If the property is NOT eligible for the DPA Program, the Applicant may choose not to use the DPA Program or find another home.
- If the property is eligible for the program, the Applicant will be given an award letter that is specific to the home and their final award amount.
- Applicant would start the closing process with their Lender and/or Realtor. This will take about 30-60 days depending on how busy the real estate market is.
 - The Realtor will place an order for title work, coordinate fulfillment of any other inspections (pest inspection, radon inspection, etc.)
 - Lender will finalize the loan application, draft a Loan Estimate, order the appraisal, etc.
 - Applicant or their Lender should provide Staff with a copy of the Loan Estimate to ensure that the loan payments are affordable,
 - Upon completion of the title work, a copy should be sent to Staff to finalize the grant agreement, deed restriction, and if applicable the City's Repair Program Agreement.
 - Final closing date will be established,
 - Lender will finalize their loan documents,
- Prior to closing the title company shall provide Settlement Statement and Lender Closing Statement that:
 - List the City's down payment grant as ARPA Downpayment Assistance,
 - Identifies the Applicant/Buyer's down payment contribution,
 - Has the final first mortgage amount and terms,
 - This shall be provided to Staff 3-5 days in advance of closing to provide ample time to request the funds from Finance.
- On or before closing Staff will deliver, to the title company, the check, DPA Grant Agreement, Deed Restriction, the City's Repair Program Agreement (if applicable) and any other requested documents to be executed by the Applicant and recorded by the title company.
- After closing the title company shall provide the City with a copy of the executed Settlement Statement, the Lender or Loan Closing Statement (which will disclose the interest rate, loan and payment amount), the warranty deed, deed restriction, the 1st mortgage document and City Repair Program Agreement (if applicable).
- Staff will retain the above documents along with the Application, Applicant's source documents, Home Buyer Education Certificate, Home Inspection or HQS Report for 7 years.
- The Applicant will move into their home. If necessary, the repairs will commence.



CITY OF LA CROSSE

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www.cityoflacrosse.org**

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation

Resolution approving Home Buyer Down Payment Assistance Program.

RESOLUTION

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Terms

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Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-0460

Agenda Date: 6/1/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution approving a change in the table of positions and classifications for the City of La Crosse Information Technology (IT) department.

RESOLUTION

WHEREAS, City Department Heads may request changes to their department Table of Organization; and

WHEREAS, the Finance and Personnel Committee has referred these departmental reorganizations to the Human Resources Department for their recommendation; and

WHEREAS, the Information Technology Department has determined a need to retitle a position to better describe the job duties of the position and provide clarity regarding the department the employee is assigned to in addition to a reevaluation of a vacant position; and

WHEREAS, all retitle recommendation requests are subject to review by the Director of Human Resources, and if justified, the Director of Human Resources will provide a recommend to Common Council.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the change in position classifications, job titles and compensation listed below is hereby approved as follows with an effective date of May 12, 2023:

- RETITLE the position of GIS & Development Service Manager within the Information Technology (IT) department to the new title of IT Enterprise Services Manager. The position will remain at its current grade/step.
- RECLASSIFY/RETITLE the vacant position of IT Programmer/Analyst, Grade 10, exempt, range of \$62,774.40 to \$82,347.20 to the position of IT Business Analyst, Grade 11, exempt, range of \$67,184.00 to \$88,108.80.
- RECLASSIFY the position of Network Specialist. Incumbent moves from Grade 11, Step 2, \$69,035.20 annually, exempt, 80 hours per pay period position to Grade 12, Step 1, \$71,884.80, exempt, 80 hours per pay period position.

BE IT FURTHER RESOLVED that the fiscal impact of the changes in 2023 are approximately \$4,000.00 which will be absorbed by delaying the filling of one (1) open position and through savings due to vacancies in several positions already in 2023.

BE IT FUTHER RESOLVED that the Director of Human Resources and the Director of Information Technology are hereby authorized to take all and necessary steps to implement this resolution.



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



Name			
Position Title	IT Business Analyst	Department	Information Technology (IT)
FLSA	Exempt	Reports To	IT Enterprise Services Manager
Pay Grade	11	Unit	Non-Represented
FTE	1.0 FTE		

Purpose of Position

The purpose of this professional exempt position is to perform skilled technical work analyzing business processes and supporting systems; researching, evaluating, and recommending processes and business solutions; performing enhancements to processes and applications; and serving as project manager in the implementation of business processes and information systems. The incumbent is responsible for complex projects and will be required to collaborate with internal and external customers, plan, design and manage technology initiatives, including streamlining processes and procedures, reducing expenses, and increasing efficiencies. The incumbent must possess excellent written and oral skills, as well as excellent listening and interpersonal skills. The incumbent must be self-motivated, and capable of working in a team-oriented, collaborative environment. The incumbent must have a keen attention to detail and proven analytical and creative problem-solving abilities. Position performs confidential tasks and exercises significant latitude to make independent decisions and commit city resources. The work is performed under the direction of the IT Enterprise Services Manager

Essential Duties & Responsibilities

The following duties are normal for this position. The duties and responsibilities are not to be construed as exclusive or all-inclusive. Other duties may be required and/or assigned.

- Schedule and prioritize work assignments, monitor, and update the IT Enterprise Services Manager on status of work in progress, reviews own work to assure work quality and timely completion of assigned duties and responsibilities. The ability to act with a sense of urgency, meet deadlines and handle more than one project/service simultaneously.
- Presents recommendations relating to large projects to Department staff; addresses operational items by prioritizing and presenting a synopsis for discussion; performs evaluation of specific business processes and presents findings to management.
- Proactively pursues an understanding of business processes by performing ongoing communications with end users, supervisors, and managerial staff and by utilizing standard business analysis techniques.
- Assesses the deficiencies of existing processes and supporting systems; provides high level cost/benefit analysis and presents recommendations and business case to management and stakeholders.
- Serve as a project coordinator of technology related projects; evaluate project requirements and timelines; provide guidance and direction to assigned personnel and coordinate project phases.
- Define, develop, and document project requirements, objectives, deliverables, and specifications on a project-by-project basis in collaboration with internal users and departments.
- Define project plans, including scoping, scheduling, and implementation. May prepare project status reports, impacts, and estimate reports, cost benefit analyses report and project plans.

- Provides support and integration of third-party applications. Write programming scripts to enhance functionality and/or performance of City Information Technology systems as necessary.
- Designs, develops, and maintains various reports for end users. Performs requested data analysis using SQL and other analytical tools as required.
- Administers and maintains the City’s content management system for the public website. Ability to implement semi-complex changes directly to webpages as needed.
- Administers and maintains the City’s document management and workflow/form management systems.
- Train end users to operate new or modified programs. Install software for end users as required. Prepares training material for operators and users of programs, trains operators and users on programs. Prepares and writes program and system documentation. Explain complicated and technical information in simple, non-technical language.
- Stays abreast of new technologies and processes that pertain to the needs of City departments by attending conferences, participating in user groups/consortiums, attending training sessions and vendor events, reading technical literature, and networking with peers.

General IT Department Duties & Responsibilities

While the following tasks are necessary for the work of the department, they are not an essential part of the purpose of this position and may also be performed by other department staff.

- Reports observed misconduct of internet and computer usage to the Director of Information Technology and/or the Deputy Director of Human Resources.
- Must maintain confidentiality of City personnel data and other proprietary information.
- Complies with all City and department policies and procedures, to include, but not limited to: PCI, PII, HIPAA and CJIS.
- Maintains regular and predictable on-site attendance.
- Behaves in a professional, courteous, and respectful manner towards department personnel, city staff, elected representatives, contractors, vendors, and the public always.
- Could assist in confidential investigations, including data retrieval of employee computer systems, which may result in disciplinary measures of an employee. Will create reports and provide interpretation of reports. Must maintain confidentiality of City personnel data information and other proprietary information and employee personnel and medical information.
- Occasional work beyond the normal working hours, including weekends, will be required of this position.

Additional Duties & Responsibilities

While the following tasks are necessary for the work of the department, they are not an essential part of the purpose of this position and may also be performed by other department staff.

- Performs related functions as assigned or required.

Minimum Training & Experience Requirements

- College diploma or University degree in the field of computer science, information systems, or software engineering and 3 years related experience, or associate degree and 5 years related experience required.

- Experience with writing SQL queries and developing reports using SSRS and other reporting/BI tools. Knowledge of HTML, CSS and JavaScript and the ability to develop semi-complex web pages. Flexible and adaptable about learning and understanding new technologies.
- Experience with modern computer operating systems to include desktop and server versions of Windows and Linux. Experience with modern databases, to include Microsoft SQL server and Oracle RDBMS systems. Experience with modern web and application hosting servers to include Microsoft IIS and Nginx. Experience with Microsoft Office and SharePoint systems.
- Strong written, oral, and interpersonal communication skills. Able to communicate effectively with non-technical staff and with members of interdisciplinary teams.
- Position requires a valid driver's license.
- Must be able to pass an FBI background check.

Physical & Mental Requirements

Language Ability and Interpersonal Communication

- Requires the ability to perform mid-level data analysis including the ability to audit, deduce, assess, conclude and appraise. Requires discretion in determining and referencing such to established criteria to define consequences and develop alternatives.
- Ability to decide the time, place, and sequence of operations within an organizational framework, and to implement their execution. Ability to analyze and categorize data and information using established criteria, to determine consequences and identify and select alternatives.
- Requires the ability to persuade, convince, influence, train, and monitor, in favor of a desired outcome. Ability to advise and interpret regarding the application of policies, procedures, and standards to specific situations.
- Ability to utilize a variety of advisory and design data and information.
- Requires the ability to utilize a variety of reference, descriptive and/or advisory data and information such as reports, logs, lists, documentation, manuals, software, policies, procedures, guidelines, and non-routine correspondence.
- Requires the ability to communicate orally and in writing with the department staff, other City departments and computer users, City Council, vendors, and the public.

Mathematical Ability

- Requires the ability to perform addition, subtraction, multiplication, and division; calculate percentages, fractions, decimals, interest, discount, and ratios; may require the ability to perform mathematical operations with fractions and algebra. Ability to interpret descriptive statistical reports.

Judgement and Situational Reasoning Ability

- Requires the ability to apply principles of rational systems. Ability to interpret instructions furnished in written, oral, diagrammatic or schedule form. Ability to utilize scripting and batch languages. Ability to exercise independent judgment to adopt or modify methods and standards to meet variations in assigned objective.
- Requires the ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory, judgmental and/or subjective criteria, as opposed to criteria that are clearly measurable or verifiable. Ability to establish priorities.

Physical Ability

- Requires the ability to operate, and perform complex rapid adjustment on equipment, machinery and tools such as a computer and other office machines, vehicles, test instruments, and/or related materials used in performing essential functions.
- Requires the ability to coordinate eyes, hands, feet, and limbs in performing movements requiring skill and training, such as keyboarding, maintaining computer systems.
- Tasks involve the intermittent performance of light physical work, typically involving some bending and reaching. Large percentage of time is spent sitting at application development workstation.
- Requires the ability to recognize and identify similarities or differences between characteristics of colors, shapes and sounds associated with job-related objects, materials, and tasks.

Environmental Adaptability

- Ability to work under generally safe and comfortable conditions where exposure to environmental factors may cause discomfort and poses a limited risk of injury.

The City of La Crosse is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



Name			
Position Title	IT Enterprise Services Manager	Department	Information Technology (IT)
FLSA	Exempt	Reports To	Director of Information Technology
Pay Grade	13	Unit	Non-Represented
FTE	1.0 FTE		

Purpose of Position

The purpose of this professional exempt position is to supervise and lead the GIS and Development Services Division of the Information Technology Department. The incumbent is responsible for professional and complex projects designed to analyze business problems, collaborate with internal and external customers, plan, design and manage technology initiatives, including streamlining processes and procedures, reducing expenses, and increasing efficiencies. The incumbent must possess excellent written and oral skills, as well as excellent listening and interpersonal skills. The incumbent must be self-motivated, and capable of working in a team-oriented, collaborative environment. The incumbent must have a keen attention to detail and proven analytical and creative problem-solving abilities. Position performs confidential tasks and exercises significant latitude to make independent decisions and commit city resources. The work is performed under the direction of the Deputy Director of Information Technology as well as the Director of Information Technology.

Essential Duties & Responsibilities

The following duties are normal for this position. The duties and responsibilities are not to be construed as exclusive or all-inclusive. Other duties may be required and/or assigned.

- Supervises GIS and Development Services Division staff including the Programmers and GIS Coordinator. Assigns task and projects, determines operations, monitors progress. Assists in staff performance evaluations.
- Administers discipline as needed. Participates in the recruitment process for GIS and Development Services Division staff.
- Internal Software Development Team Leader. Works closely with other Programmer/Analysts to coordinate a collaborative work environment. Provides training and assistance to other Programmer/Analysts as necessary.
- Internal GIS Services Team Leader. Works closely with the GIS Coordinator to deliver Geospatial services to City end-users and the public. Responsible for long-term GIS services planning and implementation for the City.
- Schedule and prioritize work assignments, monitor and update the Deputy Director and Director on status of work in progress, reviews own work to assure work quality and timely completion of assigned duties and responsibilities. The ability to act with a sense of urgency, meet deadlines and handle more than one project/service simultaneously.
- Designs, builds and implements client server applications; migrates legacy applications to new client server technologies and performs daily application administration. Uses a variety of client and server development languages. Plans, designs and implements Application Programming Interfaces (API's).
- Designs, builds, implements and maintains web pages and sites; integrates sites with client applications and legacy applications; performs daily administration of internet servers. Uses a variety of web development languages for the creation of web pages and web services.

- Provides support and integration of third-party applications. Write programming scripts to enhance functionality and/or performance of City Information Technology systems as necessary.
- Provides Server database administration and Application hosting infrastructure administration. Recommend, schedule, and perform software improvements and upgrades. Assists and advises in ensuring IT systems are secure and reliable.
- Deploys effective test suites and regimes for in-house product development. Applies proven analytical and problem-solving skills to help validate, verify, communicate and resolve systems/software application issues through careful testing in order to maximize the benefit of IT investments and initiatives.
- Plans, designs, develops and launches efficient information systems in support of core organizational functions. Strategically designs and implements information systems and networked software architectures that support core organizational functions and assure their high availability.
- Analyze and assess existing business systems and procedures. Define, develop, and document of software's business requirements, objectives, deliverables, and specifications on a project-by-project basis in collaboration with internal users and departments. Define software development project plans, including scoping, scheduling, and implementation. May prepare project status reports, impacts and estimate reports, cost benefit analyses report and project plans.
- Research, identify, analyze, and fulfill requirements of all internal and external program users. Conduct research on emerging application development software products, languages, and standards in support of procurement and development efforts.
- Liaise with vendors for efficient implementation of new software products or systems and for resolution of any adaptation issues. Liaise with network administrators, systems analysts, and other programmers to assist in resolving problems with City Information Technology systems.
- Design, run and monitor software performance tests on new and existing programs for the purposes of correcting errors, isolating areas for improvement, and general debugging. Administer critical analysis of test results and deliver solutions to problem areas. Generate statistics and write reports for management and/or team members on the status of the programming process.
- Train end users to operate new or modified programs. Install software for end users as required. Prepares training material for operators and users of programs, trains operators and users on programs. Prepares and writes program and system documentation. Explain complicated and technical information in simple, non-technical language.

General IT Department Duties and Responsibilities:

- Reports observed misconduct of internet and computer usage to the Director of Information Technology and/or the Director of Human Resources.
- Must maintain confidentiality of City personnel data and other proprietary information.
- Complies with all City and department policies and procedures, to include, but not limited to: PCI, PII, HIPAA and CJIS.
- Maintains regular and predictable on-site attendance.
- Behaves in a professional, courteous and respectful manner towards department personnel, city staff, elected representatives, contractors, vendors and the general public at all times.
- Could assist in confidential investigations, including data retrieval of employee computer systems, which may result in disciplinary measures of an employee. Will create reports and provide interpretation of reports. Must

maintain confidentiality of City personnel data information and other proprietary information and employee personnel and medical information.

- Additional work beyond the normal working hours, including weekends, will be required of this position. This position participates in an on-call rotation schedule.

Additional Duties & Responsibilities

While the following tasks are necessary for the work of the department, they are not an essential part of the purpose of this position and may also be performed by other department staff.

- Performs related functions as assigned or required.

Minimum Training & Experience Requirements

- College diploma or University degree in the field of computer science, information systems, or software engineering and 5 years related experience, or associate degree and 7 years related experience required.
- Experience in modern programming languages and frameworks such as .NET Core (C#), Python, and JavaScript/TypeScript. Knowledge of legacy programming languages and frameworks like Visual Basic, Web Forms, and Win Forms. Flexible and adaptable in regard to learning and understanding new technologies.
- Experience with modern computer operating systems to include desktop and server versions of Windows and Linux. Experience with modern databases, to include Microsoft SQL server and Oracle RDBMS systems. Experience with modern web and application hosting servers to include Microsoft IIS and Nginx. Experience with Microsoft Office and SharePoint systems.
- Experience with Enterprise Resource Planning (ERP), Payroll/HR Management Systems (HRMS), Content Management Systems (CMS), Permitting, Licensing and Land Management (PLM), and Geographic Information Systems (GIS) software. Preference given to experience with Tyler Technologies Munis suite, EnerGov, and ArcGIS.
- Experience with modern development tools, to include Microsoft Visual Studio and Git source control. Experience with modern software development methodologies, such as Agile, Scrum and XP (Extreme Programming). Experience with current enterprise application design patterns, object orientated modular programming and layered application architectures.
- Strong written, oral, and interpersonal communication skills. Able to communicate effectively with non-technical staff and with members of interdisciplinary teams. Prior experience interviewing end-users for insight on functionality, interface, problems, and/or usability issues.
- Position requires a valid driver's license.
- Must be able to pass an FBI background check.

Physical & Mental Requirements

Language Ability and Interpersonal Communication

- Requires the ability to perform mid-level data analysis including the ability to audit, deduce, assess, conclude and appraise. Requires discretion in determining and referencing such to established criteria to define consequences and develop alternatives.
- Ability to decide the time, place and sequence of operations within an organizational framework, and to implement their execution. Ability to analyze and categorize data and information using established criteria, to determine consequences and identify and select alternatives.

- Requires the ability to persuade, convince, influence, train and monitor, in favor of a desired outcome. Ability to advise and interpret regarding the application of policies, procedures and standards to specific situations.
- Ability to utilize a variety of advisory and design data and information.
- Requires the ability to utilize a variety of reference, descriptive and/or advisory data and information such as reports, logs, lists, documentation, manuals, software, policies, procedures, guidelines and non-routine correspondence.
- Requires the ability to communicate orally and in writing with the department staff, other City departments and computer users, City Council, vendors and the public.

Mathematical Ability

- Requires the ability to perform addition, subtraction, multiplication and division; calculate percentages, fractions, decimals, interest, discount and ratios; may require the ability to perform mathematical operations with fractions and algebra.
- Ability to interpret descriptive statistical reports.

Judgement and Situational Reasoning Ability

- Requires the ability to apply principles of rational systems. Ability to interpret instructions furnished in written, oral, diagrammatic or schedule form.
- Ability to utilize scripting and batch languages.
- Ability to exercise independent judgment to adopt or modify methods and standards to meet variations in assigned objective.
- Requires the ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory, judgmental and/or subjective criteria, as opposed to criteria that are clearly measurable or verifiable.
- Ability to establish priorities.

Physical Ability

- Requires the ability to operate, and perform complex rapid adjustment on equipment, machinery and tools such as a computer and other office machines, vehicles, test instruments, and/or related materials used in performing essential functions.
- Requires the ability to coordinate eyes, hands, feet and limbs in performing movements requiring skill and training, such as keyboarding, maintaining computer systems.
- Tasks involve the intermittent performance of light physical work, typically involving some bending and reaching. Large percentage of time is spent sitting at application development workstation.
- Requires the ability to recognize and identify similarities or differences between characteristics of colors, shapes and sounds associated with job-related objects, materials and tasks.

Environmental Adaptability

- Ability to work under generally safe and comfortable conditions where exposure to environmental factors may cause discomfort and poses a limited risk of injury.

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Name			
Position Title	Network Specialist	Department	Information Technology (IT)
FLSA	Exempt	Reports To	Deputy Director of Information Technology (IT)
Pay Grade	12	Unit	Non-Represented
FTE	1.0 FTE		

Purpose of Position

The purpose of this position is to maintain the City’s computer networks and back-end data center infrastructure. The incumbent performs confidential tasks and exercises significant latitude to make independent decisions and commit city resources. The work is performed under the direction of the Deputy Director of Information Technology.

Essential Duties & Responsibilities

The following duties are normal for this position. The duties and responsibilities are not to be construed as exclusive or all-inclusive. Other duties may be required and/or assigned.

- Assists in the administration of the City LAN/WAN policies and procedures. Assist in policy and procedure development and recommendation.
- Assist in the monitoring of network performance and auditing of network reports; troubleshoots LAN/WAN problems including hardware, software and user problems; assists users with network systems.
- Install, test, and troubleshoot problems with communication hardware and cabling including CAT5/6, fiber optics and wireless.
- Read and analyze technical network documents and makes recommendation to the Deputy Director of Information Technology and/or implements changes accordingly.
- Assists with engineering, purchasing, building, configuring, implementing, and administering of:
 - Microsoft Windows, VMW are and Linux servers.
 - Storage SANS
 - Microsoft Exchange e-mail systems
 - Email spam filters and archiving appliances.
 - Web Filters
 - Microsoft Active Directory (AD) and Domain Name Services (DNS)
 - Anti-virus software systems
 - Server applications including web servers and databases.
 - City backup and disaster recovery infrastructure
 - IT environmental control systems
 - IT backup power supply systems
 - Network Hardware: Switches, Routers, Firewalls, IDS/IPS, VPN, Wireless Controllers and Access Points
- Assists with the administering and maintaining of a variety of end-user applications.
- Monitors, schedules and perform regular patch installation of software, hardware and operating systems.
- Complies with all City Cyber Security policies and procedures.

- Maintains hardware, software, data, and network security.
- Assists with the review and response to reporting from security tools, including IDS, firewalls, VPN, vulnerability assessment tools, and anti-virus.
- Assist with Cyber Incident Response within the Information Technology department, external agencies, and law enforcement as required.
- Assists in administering and controlling of network access, provisions user accounts, email addresses, passwords, and grants and revokes network privileges.
- Follow procedures and security protocols in order to safeguard sensitive data.
- Read and analyze security documents and makes recommendation to the Deputy Director of Information Technology.
- Participate in information risk and vulnerability assessments. Assists in implementing approved risk analysis tools to address findings from risk assessments.
- Assists in the performance of preventative maintenance tasks on IT infrastructure.
- Install and maintain security cameras and duress notification system.
- Provide level III Help Desk assistance and provides formal training to users. Responds to calls escalated from Helpdesk Technicians and other staff.

General IT Department Duties & Responsibilities

While the following tasks are necessary for the work of the department, they are not an essential part of the purpose of this position and may also be performed by other department staff.

- Reports observed misconduct of internet and computer usage to the Director of Information Technology and/or the Deputy Director of Human Resources.
- Must maintain confidentiality of City personnel data and other proprietary information.
- Complies with all City and department policies and procedures, to include, but not limited to: PCI, PII, HIPAA and CJIS.
- Maintains regular and predictable on-site attendance.
- Behaves in a professional, courteous, and respectful manner towards department personnel, city staff, elected representatives, contractors, vendors, and the public always.
- Could assist in confidential investigations, including data retrieval of employee computer systems, which may result in disciplinary measures of an employee. Will create reports and provide interpretation of reports. Must maintain confidentiality of City personnel data information and other proprietary information and employee personnel and medical information.
- Occasional work beyond the normal working hours, including weekends, will be required of this position. This position will participate in an on-call rotation schedule.

Additional Duties & Responsibilities

While the following tasks are necessary for the work of the department, they are not an essential part of the purpose of this position and may also be performed by other department staff.

- Processes departmental records including timesheets, invoices, and purchase orders.
- Install and maintain, or assist in the installation or maintenance of, network and workstation hardware and software.
- Diagnose hardware, software, and operator errors; recommend or perform remedial action to correct problems; repair hardware or refer to appropriate technical support vendor.
- Assist in performing database administration tasks.
- Make, install and maintain network cabling.
- Must write and modify scripts to assist with day-to-day duties.
- Performs related functions as assigned or required.

Minimum Training & Experience Requirements

- Bachelor's degree in computer science, MIS, or a related field with two years of related experience, or associate's degree and four years of related experience requires.
- Experience required with Cisco Firewalls, Routers, and Switches. Work experience required in VMWare, Windows Server, Active Directory, Microsoft Exchange, and LAN/WAN network technologies.
- Experience preferred in the following areas: Desktop Operating Systems; Microsoft Office; TCP/IP, Microsoft DHCP server, and Veeam Enterprise Backup software.
- CCENT / CCNA certification required within one year of hire.
- Strong oral and written communication skills required.
- Position requires a valid driver's license.
- Must be able to pass an FBI background check.

Knowledge, Skills, and Abilities

Proficiency with

- Microsoft Office (Word, Excel, Outlook)
- Microsoft Windows 10
- Microsoft Windows Server 2008 R2 – Current
- Cisco Networking

Familiarity with tools such as:

- Intrusion detection & protection (IDS/IPS, SNORT)
- Host-based intrusion detection systems (OSSEC, Shodan)
- Penetration testing / network security assessment (Kali Linux, BeEF, Metasploit).
- Web application security (OWASP, Nmap)
- Vulnerability Scanners (Nessus)
- Password assessment (HASHCAT)

- Cyber-attack management (ARMITAGE)
- Network Packet Analyzer (Wireshark)
- Linux (CentOS, Ubuntu)
- Configuration Compliance and Benchmarking (CIS-CAT Pro).

Knowledge of Standards

- CIS Benchmarks for Servers, Hardware, and Software.
- HIPAA and PCI regulations and requirements
- FISMA LOW and MODERATE

Physical & Mental Requirements

Language Ability and Interpersonal Communication

- Requires the ability to perform mid-level data analysis including the ability to audit, deduce, assess, conclude, and appraise. Requires discretion in determining and referencing such to established criteria to define consequences and develop alternatives.
- Requires the ability to persuade, convince, influence, train, and monitor, in favor of a desired outcome. Requires the ability to act as a project lead person.
- Requires the ability to utilize a variety of reference, descriptive and/or advisory data and information such as reports, logs, lists, documentation, manuals, software including Windows 10, Windows Server 2012 - 2019 and others, policies, procedures, guidelines, and non-routine correspondence.
- Requires the ability to effectively communicate orally and in writing with the Director of Information Technology, all department personnel, other City departments and computer users, City Council, vendors, and the public.

Mathematical Ability

- Requires the ability to perform addition, subtraction, multiplication, and division; calculate percentages, fractions, decimals, interest, discount, and ratios; may require the ability to perform mathematical operations with fractions and algebra. Ability to interpret descriptive statistical reports.

Judgement and Situational Reasoning Ability

- Requires the ability to apply principles of rational systems. Ability to interpret instructions furnished in written, oral, diagrammatic or schedule form. Ability to exercise independent judgment to adopt or modify methods and standards to meet variations in assigned objective.
- Requires the ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory, judgmental and/or subjective criteria, as opposed to criteria that are clearly measurable or verifiable.

Physical Ability

- Requires the ability to operate, calibrate, tune, and synchronize, and perform complex rapid adjustment on equipment, machinery, and tools such as a computer and other office machines, vehicles, test instruments, and/or related materials used in performing essential functions.
- Requires the ability to coordinate eyes, hands, feet, and limbs in performing movements requiring skill and training, such as maintaining computer systems.

- Tasks involve the regular and, at times, sustained performance of moderately physically demanding work, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, crawling, and lifting, carrying, pushing, and pulling moderately heavy objects and materials, twenty to fifty pounds, sometimes more.
- Requires the ability to recognize and identify similarities or differences between characteristics of colors, shapes and sounds associated with job-related objects, materials, and tasks.
- Requires the ability to wear a respirator and other safety gear including safety glasses and fall arrest harnesses.

Environmental Adaptability

- Ability to work under generally safe and comfortable conditions where exposure to environmental factors may cause discomfort and poses a limited risk of injury.

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IT Programmer/Analyst

Class Code:
IT
Programmer/Analyst

Grade 10

CITY OF LA CROSSE
Established Date: Mar 23, 2020
Revision Date: Nov 30, 2022

SALARY RANGE

\$62,774.40 Annually

DESCRIPTION:

Purpose of Position:

The purpose of this professional exempt position is to define, develop, test, analyze, and maintain new software applications in support of the achievement of business requirements. This includes writing, coding, testing, and analyzing software programs and applications. The position will also research, design, document, and modify software specifications throughout the production life cycle. The incumbent is responsible for professional and complex projects designed to analyze business problems, collaborate with internal and external customers, plan, design and manage technology initiatives; including streamlining processes and procedures, reducing expenses, and increasing efficiencies. The incumbent must possess excellent written and oral skills, as well as excellent listening and interpersonal skills. The incumbent must be self-motivated, and capable of working in a team-oriented, collaborative environment. The incumbent must have a keen attention to detail and proven analytical and creative problem-solving abilities. Position performs confidential tasks, and exercises significant latitude to make independent decisions and commit city resources. The work is performed under the direction of the GIS and Developmental Services Manager.

Essential Duties and Responsibilities:

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Schedule and prioritize work assignments, monitor and update the GIS and Developmental Services Manager on status of work in progress, reviews own work to assure work quality and timely completion of assigned duties and responsibilities. The ability to act with a sense of urgency, meet deadlines and handle more than one project/service simultaneously.

Designs, builds and implements client server applications; migrates legacy applications to new client server technologies and performs daily application administration. Uses a variety of client and server development languages. Plans, designs and implements Application Programming Interfaces (API's).

Designs, builds, implements, and maintains web pages and sites; integrates sites with client applications and legacy applications; performs daily administration of internet servers. Uses a variety of web development languages for the creation of web pages and web services.

Provides support and integration of third-party applications. Write programming scripts to enhance functionality and/or performance of City Information Technology systems as necessary.

Provides Server database administration and Application hosting infrastructure administration. Recommend, schedule, and perform software improvements and upgrades. Assists and advises in ensuring IT systems are secure and reliable.

Deploys effective test suites and regimes for in-house product development. Applies proven analytical and problem-solving skills to help validate, verify, communicate and resolve systems/software application issues through careful testing in order to maximize the benefit of IT investments and initiatives.

Works with departments to analyze, model and assess existing business processes. Suggests, implements and maintains technology and business process improvements to meet end department business needs.

Serve as a project leader of technology related projects; evaluate project requirements and time lines; provide guidance and direction to assigned personnel and coordinate project phases. Define, develop, and document project requirements, objectives, deliverables, and specifications on a project-by-project basis in collaboration with internal users and departments. Define project plans, including scoping, scheduling, and implementation. May prepare project status reports, impacts and estimate reports, cost benefit analyses report and project plans.

Design, run and monitor software performance tests on new and existing programs for the purposes of correcting errors, isolating areas for improvement, and general debugging. Administer critical analysis of test results and deliver solutions to problem areas. Generate statistics and write reports for management and/or team members on the status of the programming process.

Train end users to operate new or modified programs. Install software for end users as required. Prepares training material for operators and users of programs; trains operators and users on programs. Prepares and writes program and system documentation. Explain complicated and technical information in simple, non-technical language.

General IT Department Duties and Responsibilities:

Reports observed misconduct of internet and computer usage to the Director of Information Technology and/or the Deputy Director of Human Resources.

Must maintain confidentiality of City personnel data and other proprietary information.

Complies with all City and department policies and procedures, to include, but not limited to: PCI, PII, HIPAA and CJIS.

Maintains regular and predictable on-site attendance.

Behaves in a professional, courteous and respectful manner towards department personnel, city staff, elected representatives, contractors, vendors and the general public at all times.

Could assist in confidential investigations, including data retrieval of employee computer systems, which may result in disciplinary measures of an employee. Will create reports, and provide interpretation of reports. Must maintain confidentiality of City personnel data information and other proprietary information and employee personnel and medical information.

Occasional work beyond the normal working hours, including weekends, will be required of this position.

Additional Tasks and Responsibilities:

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

Performs related functions as assigned or required.

Minimum Training and Experience Required to Perform Essential Job Functions:

College diploma or University degree in the field of computer science, information systems, or software engineering and 3 years related experience, or associate degree and 5 years related experience required.

Experience in modern programming languages and frameworks such as .NET Core (C#), Python, and JavaScript/TypeScript.

Knowledge of legacy programming languages and frameworks like Visual Basic, Web Forms, and Win Forms preferred.

Flexible and adaptable in regards to learning and understanding new technologies.

Experience with modern computer operating systems to include desktop and server versions of Windows and Linux.

Experience with modern databases, to include Microsoft SQL server and Oracle RDBMS systems. Experience with modern web and application hosting servers to include Microsoft IIS and Nginx. Experience with Microsoft Office and SharePoint systems.

Experience with modern development tools, to include Microsoft Visual Studio and Git source control. Experience with modern software development methodologies, such as Agile, Scrum and XP (Extreme Programming).

Strong written, oral, and interpersonal communication skills. Able to communicate effectively with non-technical staff and with members of interdisciplinary teams.

Position requires a valid driver's license.

Must be able to pass an FBI background check.

Physical and Mental Abilities Required to Perform Essential Job Functions:**Language Ability and Interpersonal Communication**

Requires the ability to perform mid-level data analysis including the ability to audit, deduce, assess, conclude and appraise. Requires discretion in determining and referencing such to established criteria to define consequences and develop alternatives.

Ability to decide the time, place and sequence of operations within an organizational framework, and to implement their execution. Ability to analyze and categorize data and information using established criteria, to determine consequences and identify and select alternatives.

Requires the ability to persuade, convince, influence, train and monitor, in favor of a desired outcome. Ability to advise and interpret regarding the application of policies, procedures and standards to specific situations.

Ability to utilize a variety of advisory and design data and information.

Requires the ability to utilize a variety of reference, descriptive and/or advisory data and information such as reports, logs, lists, documentation, manuals, software, policies, procedures, guidelines and non-routine correspondence.

Requires the ability to communicate orally and in writing with the department staff, other City departments and computer users, City Council, vendors and the public.

Mathematical Ability

Requires the ability to perform addition, subtraction, multiplication and division; calculate percentages, fractions, decimals, interest, discount and ratios; may require the ability to perform mathematical operations with fractions and algebra. Ability to interpret descriptive statistical reports.

Judgment and Situational Reasoning Ability

Requires the ability to apply principles of rational systems. Ability to interpret instructions furnished in written, oral, diagrammatic or schedule form. Ability to utilize scripting and batch languages. Ability to exercise independent judgment to adopt or modify methods and standards to meet variations in assigned objective.

Requires the ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory, judgmental and/or subjective criteria, as opposed to criteria that are clearly measurable or verifiable. Ability to establish priorities.

Physical Requirements

Requires the ability to operate, and perform complex rapid adjustment on equipment, machinery and tools such as a computer and other office machines, vehicles, test instruments, and/or related materials used in performing essential functions.

Requires the ability to coordinate eyes, hands, feet and limbs in performing movements requiring skill and training, such as keyboarding, maintaining computer systems.

Tasks involve the intermittent performance of light physical work, typically involving some bending and reaching. Large percentage of time is spent sitting at application development workstation.

Requires the ability to recognize and identify similarities or differences between characteristics of colors, shapes and sounds associated with job-related objects, materials and tasks.

Environmental Adaptability

Ability to work under generally safe and comfortable conditions where exposure to environmental factors may cause discomfort and poses a limited risk of injury.

The City of La Crosse is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-0461

Agenda Date: 6/1/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution authorizing the reclassification of Recreation Program Coordinator within the Parks and Recreation Department.

RESOLUTION

WHEREAS, it is the recommendation by staff that the position of Recreation Program Coordinator be reclassified to aid in equity within the department and achieving department output goals; and

WHEREAS, all requests for the reclassification of new positions are subject to review by the Director of Human Resources, and if justified, the Director of Human Resources must provide a recommendation to Common Council.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Common Council of the City of La Crosse that the following position be reclassified and approved as follows:

Reclassify the Recreation Program Coordinator position from a Grade 8, Step 1, non-exempt, 75 hours per pay period to a Grade 8, Step 1, non-exempt, 80 hours per pay period.

BE IT FURTHER RESOLVED that the Common Council of the City of La Crosse approve fiscal impact of the changes in 2023 are approximately \$1,800.00.

BE IT FURTHER RESOLVED that the Director of Human Resources and the Director of Parks, Recreation, Forestry & City Facilities are hereby authorized and directed to take all necessary steps to implement this resolution.



Position Title	Recreation Program Coordinator	Department	Parks, Recreation & Forestry
FLSA	Non-exempt	Reports To	Recreation and Facilities Supervisor
Pay Grade	8	Unit	Non-Represented

Purpose of Position

Under general supervision of the Recreation and Facilities Supervisor, assists in and performs planning, coordination, and supervision of comprehensive recreation programs, events and activities, including planning, scheduling, and implementing recreational activities in a specific program area; recruits, coordinates and supervises the activities of regular, temporary, and volunteer staff; prepares program budgets and monitors expenditures.

Essential Duties & Responsibilities

The following duties are normal for this position. The duties and responsibilities are not to be construed as exclusive or all-inclusive. Other duties may be required and/or assigned.

- Provides direction to and supervises regular, temporary, and volunteer staff, including selecting, monitoring, training, scheduling, and determining workloads, hiring seasonal staff.
- Assists in the development, recommendation, and implementation of goals, objectives, policies, procedures, and work standards for the assigned recreation area(s).
- Plans, evaluates, and coordinates programs, classes, athletic activities, and special events, scheduling trips, and hiring coaches.
- Monitors the day-to-day operations of programs and events, including making site visits, handling and resolving complaints not requiring the attention of a supervisor and ensuring that programs and events have required materials and supplies.
- Formulates and organizes program plans and schedules for seasonal and year-round activities such as athletic leagues, special events and day and summer camps.
- Creates program flyers, brochures, catalogs and newsletters, including determining content, layout, materials and distribution methods; prepares activity and operating reports.
- Performs other duties of a similar nature or level.

Additional Duties & Responsibilities

While the following tasks are necessary for the work of the department, they are not an essential part of the purpose of this position and may also be performed by other department staff.

- Prepares memos, letters, and other correspondence.
- Attends training as assigned.
- Answers telephone and assists the public.

- Prepares reports and spreadsheets.
- Attends meetings as needed.

Minimum Training & Experience Requirements

- Bachelor's degree in Recreation Management, Physical Education, Parks Administration, or related field from an accredited college.
- Valid motor vehicle license required.
- First Aid and CPR certification required.
- Working knowledge of computer software.

Physical & Mental Requirements

Language Ability and Interpersonal Communication

- Ability to analyze and categorize data and information in order to determine the relationship of the data with reference to established criteria/standards. Ability to compare, count, differentiates measure, assemble, copy and record and transcribe data and information. Ability to classify, compute and tabulate data.
- Ability to counsel, treats and mediates, and/or provides first line supervision. Ability to persuade, convince and train others. Ability to advise and provide interpretation regarding the application of policies, procedures, standards, and Federal, State and local law to specific situations.
- Ability to utilize a wide variety of advisory data and information such as time sheets, job applications, performance evaluations, personnel policies, payroll records, registration lists, brochures, flyers, newspaper copy, event schedules, staff reports, program recommendations, billing statements, receipts, financial reports, department budgets, fee schedules, facility use requests, tax reports, computer software operating manuals, equipment manuals, rule books, recreation books/manuals, program forms, directories, procedures, guidelines and non-routine correspondence.
- Ability to multi-task with frequent interruptions and changes in priorities.
- Ability to maintain effective public relations. Ability to communicate effectively and courteously with City employees and the general public.
- Ability to communicate orally and in writing with employees, program participants, students, parents, school personnel, business organizations, recreation organizations, sports clubs, volunteers, program officials/scorekeepers, various city departments, news media representatives and the general public.

Mathematical Ability

- Ability to add and subtract, multiply, and divide, and calculate percentages, fractions, and decimals. Ability to interpret basic descriptive statistical reports.

Judgement and Situational Reasoning Ability

- Ability to use functional reasoning in performing influence functions such as supervising, managing, leading, and instructing.
- Ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory and/or judgmental criteria, as opposed to criteria which are clearly measurable.

Physical Ability

- Ability to operate, maneuver and/or steer equipment and machinery requiring simple but continuous adjustments, such as motor vehicle, sports equipment, common hand tools, graphic arts tools, computer terminal, sound reinforcement equipment, telephone, and photocopier.
- Ability to coordinate eyes, hands, feet, and limbs in performing movements requiring moderate skill, such as cutting and typing.
- Ability to exert light to moderate but not constant physical effort, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, crawling, lifting, carrying, pushing and pulling.
- Ability to recognize and identify similarities or differences between characteristics of colors, shapes, sounds, tastes, odors, and textures associated with job-related objects, materials and tasks.

Environmental Adaptability

- Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as irritants, intimidation, temperature variations or extremes, machinery and disease may cause discomfort and poses a limited risk of injury.

The City of La Crosse is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-0485

Agenda Date: 6/1/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution approving the project development agreement with Johnson Controls, Inc. for the implementation of a 4th phase of its performance contract.

RESOLUTION

WHEREAS, the Common Council adopted a Climate Action Plan in January 2023. The plan's goal is to reduce greenhouse gas emissions by 40-60% by 2030. The goal is supported by strategies to improve municipal facility energy efficiency by 15% and increase renewable energy generation to cover 7.5% of municipal operations; and

WHEREAS, the City selected Johnson Controls, Inc. in 2018 to engage in an energy savings performance contract for four (4) years with optional renewals. Both parties have agreed to renew the Services for an additional 4-year term (through Aug 2026). The contract is intended to implement renewable energy and energy efficiency measures in municipal facilities to reduce energy costs and consumption; and

WHEREAS, the purpose of this project development agreement is to provide the basis of the scope of the project, the obligations of both parties, the financial metrics to be met. and intended outcomes and timeline; and

WHEREAS, the study is intended commence upon approval, be completed within 3 months, and cost \$95,600.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the project development agreement with Johnson Controls, Inc. for the implementation of a 4th phase of its performance contract.

BE IT FURTHER RESOLVED that \$71,300.41 be appropriated from Fund 483 - 4833095 580900 20U19 and \$24,299.59 be appropriated from Fund 4833095-580900-23804 to fund the contract agreement.

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



Performance Contracting
Project Development Agreement – Phase 4 Between

City of La Crosse, WI
400 La Crosse St
La Crosse, WI 54601

AND

Johnson Controls, Inc.
12000 W Wirth St #102
Wauwatosa, WI 53222

The purpose of this Project Development Agreement (PDA) is to confirm the intent of Johnson Controls, Inc. (JCI) and the City of La Crosse, WI (Client) to develop a Performance Contract. This agreement will provide the basis for the obligations of both parties, the financial metrics to be met (if any) and intended outcomes and timeline. JCI and the Client agree as follows:

1. Evaluation Study

JCI agrees to undertake a detailed evaluation of implementing lighting and HVAC facility improvement measures (FIMS) and photovoltaic (PV) power generation to Client facilities and infrastructures. This Phase 4 will include the following city facilities: Fire Stations (3), City Hall, La Crosse Center, Green Island Ice Arena, and public pools (3). The Client agrees to provide its complete cooperation in the conduct and completion of project development.

At a minimum, the work will include:

- Establish base year energy consumption (energy measurements)
- Design of new systems, equipment options and cost to implement
- Detailed Scope of Work, equipment sizing, schematics for Johnson Controls managed RFP's for equipment and install
- Project cost breakdowns
- Calculate energy and operational savings and deferred maintenance
- Available incentives and grants – FOE, PSC, Inflation Reduction Act
- Financial, legal and measurement & verification workshops
- A comprehensive plan for the ongoing support services, education and training for staff and consumers.
- Cost and description of ongoing services provided by JCI and jointly developed with the Client to maintain equipment and systems installed by JCI.
- Financial impact projection.

The Scope is anticipated to address the following:

1. Lighting:

- a. Green Island Ice Arena: Upgrade remaining non-LED interior lights and non-LED exterior lighting to LED
- b. Public Pools: Upgrade remaining non-LED interior lights and non-LED exterior lighting to LED

2. HVAC:

- a. Fire Station #3: HVAC systems and building envelope
- b. City Hall: Variable Air Volume (VAV) units and air duct sealing
- c. La Crosse Center: Air duct sealing
- d. Green Island Ice Arena: HVAC improvements and air duct sealing
- e. Public Pools: pump house, whole building fan, cooling, pool cover, investigate feasibility of Erickson external pump house

3. Renewable Energy:
 - a. Fire Stations
 - i. Fire Station #2: Solar PV array
 - ii. Fire Station #4: Solar PV array
 - b. La Crosse Center: Solar PV array
 - c. Public Pools: Solar hot water
 - d. Green Island Ice Arena: Solar hot water
 - e. EV Charging Stations: investigate options at various City facilities
4. Open Blue Enterprise Manager: extend the existing system to include the facilities listed above

2. Records and Data

During the evaluation study, the Client will furnish to JCI upon its request, accurate and complete data concerning current costs, budgets, facilities requirements, future projected loads, and facility operating requirements. JCI will provide a separate document outlining the required information and the Client shall make every effort to provide that information within five days of request.

3. Preparation of Performance Contracting Project Agreement

Within thirty (30) days after the submission to the Client of the report described under paragraph 1 of this Agreement, JCI will prepare and submit to the Client a Performance Contracting Project Agreement to implement the improvements and operational efficiency measures, procedures, and services identified in the report that could reduce the Client's overall operating expense and improve operating conditions in the system. This Performance Contracting Project Agreement shall be prepared on standard JCI contract forms, copies of which will be made available to the Client. The Performance Contracting Project Agreement shall provide a written savings guarantee in accordance with the enabling legislation.

4. Price and Payment Terms

The Client agrees to pay to JCI the sum of \$95,600 within sixty (60) days after the Client has received the documentation described under paragraph 1 of this Agreement. However, the Client will have no obligation to pay this amount if the following condition is met:

JCI and the Client agree to enter into the implementation Agreement as outlined in Section 3 within sixty (60) days after the Client has received the documentation described under paragraph 1 of this Agreement. The costs for the Study will be transferred to the total cost of the implementation Contract and shall be subject to the payment terms outlined in the Contract.

5. Implementation Schedule

It is the intent and commitment of all parties identified in this Agreement to work diligently, and cause others under their direction to work diligently toward meeting the following timeline:

Governing Board or Authorized Representative authorizes Project Development Agreement	June 14, 2023
Commence detailed evaluation study	June 14, 2023
JCI obtains pertinent Client documents and data	June 21, 2023
JCI and Client conduct regular weekly update meetings	Ongoing
JCI and Client conduct legal, financial and M&V workshops	July 11, 2023
Client and JCI conduct monthly update meetings with Board/Council	Ongoing
Complete detailed evaluation study and present to Client	July 28, 2023
Finalize performance contract with Client	August 4, 2023
Client approves and executes performance contract with JCI	September 20, 2023
Commence implementation of performance contract	October 2, 2023

These timeframes are preliminary and may be modified by subsequent work plans approved by the parties.

Obligations of Customer - To work with JCI in a diligent and timely manner according to the co-authored Timeline to develop the engineering study. Provide open disclosure of information required to do an accurate assessment and properly position JC with any other resident service providers to insure a cooperative and

successful effort. Failure of the customer to meet the agreed upon milestones outlined above does not void JCI's claim on the PDA cost.

Obligations of Johnson Controls, Inc. - To work with customer in a diligent and timely manner according to the co-authored Timeline to develop the engineering study.

6. Disputes

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes not resolved by negotiation shall be resolved in accordance with the Commercial Rules of the American Arbitration Association in effect at the time, except as modified herein. All disputes shall be decided by a single arbitrator. A decision shall be rendered by the arbitrator no later than nine (9) months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. No discovery shall be permitted. The arbitrator shall issue a scheduling order that shall not be modified except by the mutual agreement of the parties. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter.

7. Confidentiality

JCI shall coordinate its services only through designated Client representatives and shall provide information regarding this project to only those persons approved by the Client. JCI will be notified in writing of any changes regarding the designated Client representative(s).

8. Miscellaneous Provisions

This Agreement cannot be assigned by either party without the prior written consent of the other party. This Agreement is the entire Agreement between JCI and the Client and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the Client. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement. Client's terms and conditions (STANDARD TERMS AND CONDITIONS (Service Contracts) – October 2018) are incorporated into this PDA. Any evaluation or implementation of disinfection or related technology is intended to be used as a tool for helping Customer manage its response to the unknown and challenging environment in which Customer is working to address the unprecedented COVID-19 pandemic, or to be prepared for future outbreaks of COVID-19 or other pandemics. JCI cannot guarantee that the products provided will prevent the spread of COVID-19 or any other disease or keep any person safe. JCI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE PRODUCTS WILL ELIMINATE, PREVENT, TREAT OR MITIGATE THE SPREAD, TRANSMISSION, OR OUTBREAK OF COVID-19 OR ANY OTHER PATHOGEN, DISEASE, VIRUS, OR OTHER CONTAGION.

This document represents the business intent of both parties and should be executed by the parties who would ultimately be signatory to a final agreement.

JOHNSON CONTROLS, INC.	CITY OF LA CROSSE, WI
By	By
Signature	Signature
Title	Title
Date	Date



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



Sustainable La Crosse
Guaranteed Efficiencies

Climate Action Plan Implementation



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La Crosse Sustainability Project

Agenda:

- Sustainability Partnership in Review
- La Crosse Climate Action Plan
- Implementation Opportunities – Phase IV



La Crosse Sustainability Project

Energy Demand Reduction

- Mechanical equipment replacement
- Retrofit lighting to LED
- Efficiency monitoring and reporting
- Investment at **City Hall, Libraries, Municipal Service Center, Fire Stations, Parks, Street lighting and the La Crosse Center**

Renewable Energy Supply

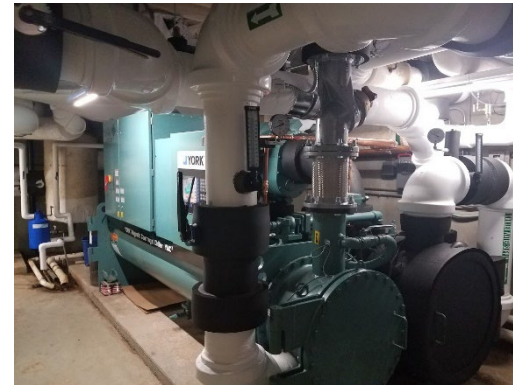
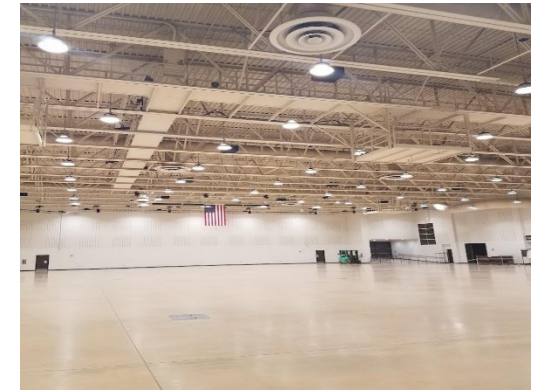
- City-owned Solar Arrays: Seven (7) locations totaling over 0.5 MW

Status: Implemented/Generating Savings

Total Investment in facilities: **>\$9 million**

Total Project Benefits (over 20 years): **> \$11 million**

Annual savings equivalent to **2,339 Metric Tons of CO2**



City-owned Solar PV Arrays



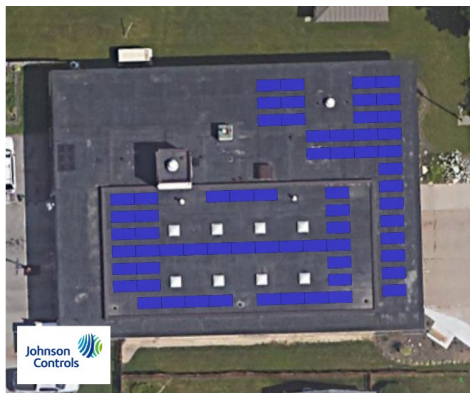
Municipal Service Center: 100 kW



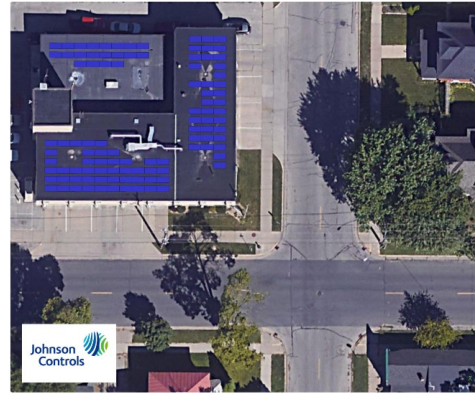
Main Library: 100 kW



City Hall: 100 kW



Fire Station #1: 36 kW



Fire Station #3: 30 kW



Copeland Park: 60 kW



La Crosse Center: 100 kW



La Crosse Sustainability Project

2,339 Metric Tons of Carbon Dioxide (CO₂) equivalent

This is equivalent to greenhouse gas emissions from:

504 gasoline-powered passenger vehicles driven for one year



5,806,827 miles driven by an average gasoline-powered passenger vehicle



This is equivalent to CO₂ emissions from:

263,236 gallons of gasoline consumed



229,802 gallons of diesel consumed



2,588,314 pounds of coal burned



31 tanker trucks' worth of gasoline



295 homes' energy use for one year



455 homes' electricity use for one year



<https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>

La Crosse Climate Action Plan

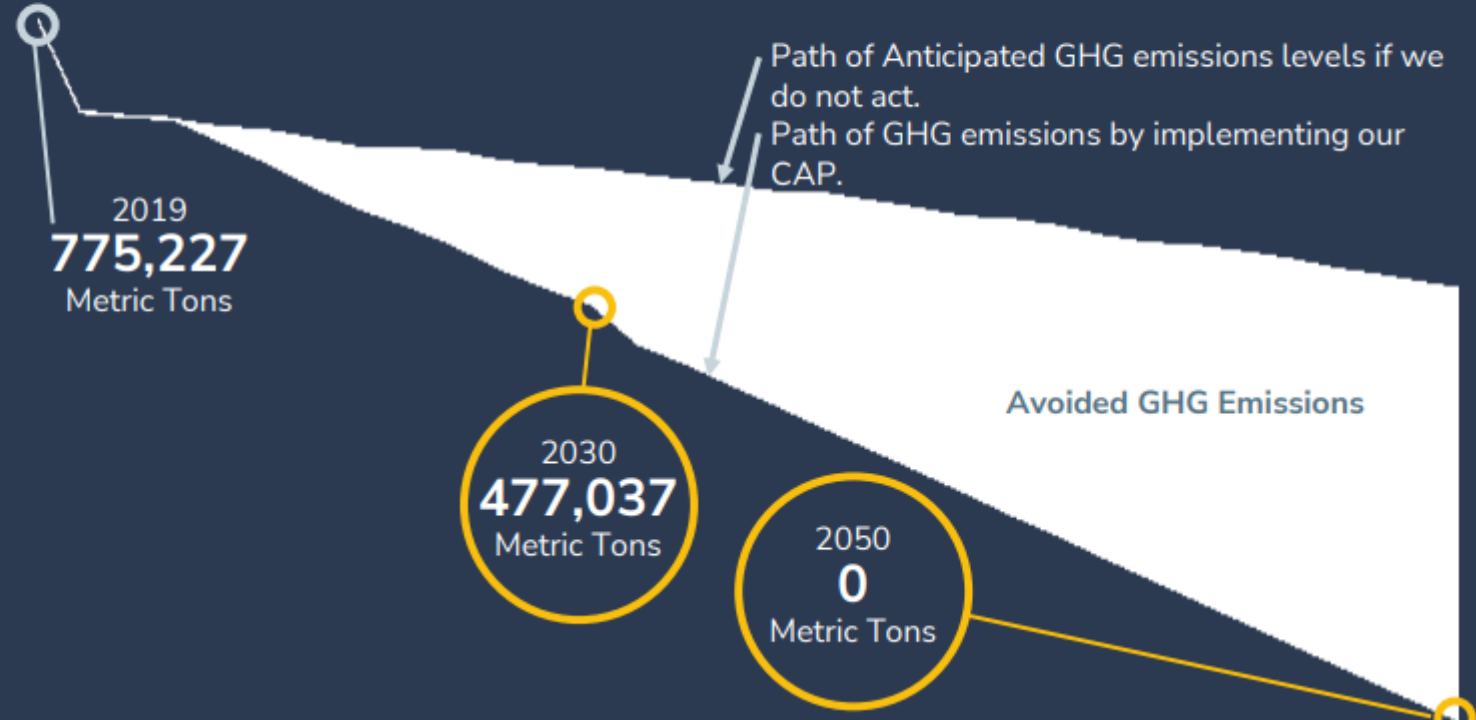
2019 GHG by Sector

City-wide Emissions



La Crosse's Carbon Reduction Pathway

Projected City-wide GHG reductions from CAP implementation



City of La Crosse Climate Action Plan December 2022

La Crosse Climate Action Plan

2030 Strategies for Municipal Buildings and Energy Use

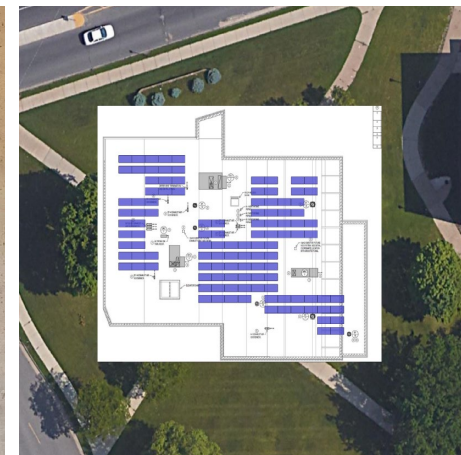
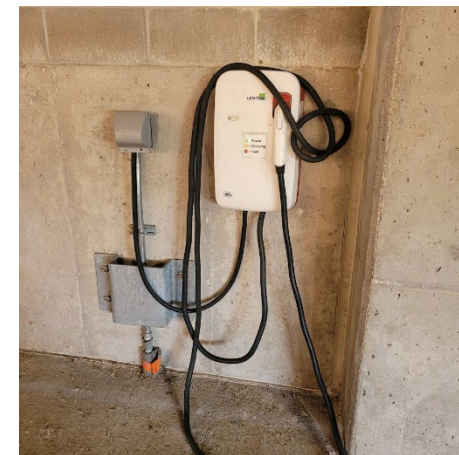
- **Improve overall energy efficiency by 15%.**
 - Benchmark energy consumption.
 - Conduct an energy audit.
 - Develop a recommissioning schedule.
 - Exceed energy efficiency standards for new buildings.
- **Achieve 10% thermal “fuel switching “ from on-site fossil fuel combustion to electrification.**
 - Identify facilities to electrify.
 - Electrify all new buildings.
- **Increase on-site renewable energy from 0.57% to 7.5%**
 - Power buildings with 100% renewable energy.
 - Conduct a solar feasibility study.
 - Explore microgrid and solar+storage options.

City of La Crosse Climate Action Plan December 2022

Climate Action Plan Implementation

Energy efficiency, Renewables, and Resiliency

- Renewable Energy
 - Fire Stations #2 and #4 – Solar Arrays
 - La Crosse Center Expansion – Solar Array
- Building Efficiency
 - Green Island Ice Arena upgrade
 - Neighborhood pools upgrades
- Transportation - Electric Vehicle Charging Station feasibility
- Major Deferred Maintenance
 - City Hall Air Handling Units, piping, building envelope
 - Fire Station #3 building envelope, HVAC systems
 - Housing Authority modernization feasibility
 - Implementation of Grant Funding Initiatives





Thank You





City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-0491

Agenda Date: 6/1/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number: 1

Resolution authorizing the City of La Crosse to enter into a Professional Services Agreement with Alta Planning + Design, Inc. for the preparation of an updated 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 the 2012 Bicycle and Pedestrian Master Plan has largely been implemented or is outdated; and

WHEREAS, there is also a need to incorporate current planning trends and 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 Common Council adopted Resolution 22-0903, which accepted a WisDOT Transportation Alternatives Program (TAP) grant that will reimburse the city up to 80% of the consultant costs not to exceed \$96,000; and

WHEREAS, the Common Council adopted Resolution 22-1076, which approved the Wisconsin Department of Transportation – Transportation Alternatives Program State/Municipal Grant Agreement to update the Bicycle and Pedestrian Master Plan; and

WHEREAS, the Bicycle and Pedestrian Advisory Committee selected the Alta Planning + Design, Inc. consulting team after reviewing the proposals and interviewing consultants.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the Professional Services Agreement with Alta Planning + Design, Inc. that includes the City's amended Standard Terms and Conditions and their proposal that was approved by the Bicycle and Pedestrian Advisory Committee at their March 7, 2023, meeting.

BE IT FURTHER RESOLVED by the Common Council of the City of La Crosse that the sum of \$120,000 be designated to the Bicycle and Pedestrian Master Plan Update where \$96,000 will come from Fund 210 available cash and \$24,000 will come from the 2023 Capital Improvement Plan (Item 834).

BE IT FURTHER RESOLVED that the Common Council approves the expenditure of \$119,807 to pay for the contract with Alta Planning + Design, Inc. and the remaining \$193 be used to pay for other project related costs.

BE IT FURTHER RESOLVED that the Director of Finance and Director of Planning, Development, and Assessment is hereby authorized to take any and all steps necessary to effectuate said resolution.

In accordance with the STANDARD TERMS AND CONDITIONS attached and incorporated as Exhibit D, this Agreement is by and between Alta Planning + Design, Inc. ("CONSULTANT"), and City of La Crosse ("CLIENT"), and dated May 5, 2023. This Agreement describes the scope, schedule, and payment terms for CONSULTANT's Services on the Project known as:

00-2023-068 La Crosse, WI Bicycle & Pedestrian Master Plan Update

CONSULTANT Technical Representative: Matthew Dyr Dahl
Address: Alta Planning + Design, Inc.
711 SE Grand Avenue
Portland, Oregon 97214
Telephone No.: 503.230.9862
Email: matthewdyrdahl@altago.com

CLIENT Technical Representative: Jenna Dinkel
Address: City of La Crosse
400 La Crosse St
La Crosse, WI 54601
Telephone No.: 608-789-8676
Email: dinkelj@cityoflacrosse.org

SERVICES. The Services shall be described in the Exhibit(s) to this Agreement.

SCHEDULE. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

PAYMENT & INVOICES. For satisfactory completion of the Services described herein, CONSULTANT shall invoice CLIENT for a total amount not to exceed \$ 119,807, in accordance with the Schedule of Fees and Charges attached to this Agreement. The hourly rates listed (if any) are for the current calendar year and may be updated annually. The staff, labor categories and hours listed are subject to change as needed during the course of the performance of Services.

Services performed under this Agreement will be billed on a Time-and-Materials basis. Invoices will be submitted monthly showing labor furnished and expenses incurred for each task.

TERMS AND CONDITIONS. The terms and conditions of the Professional Services Agreement referenced above shall apply to this Agreement, except as expressly modified herein.

ACCEPTANCE of the terms of this Agreement is acknowledged by the following signatures of duly authorized representatives of the parties.

Alta Planning + Design, Inc.

City of La Crosse

Natalie Lozano

Natalie Lozano (May 8, 2023 08:03 PDT)

Signature

Date

Signature

Date

Natalie Lozano, Vice President , as duly authorized

Exhibit A
Services

Scope of Work

Task 1.1 Project Management

Open communication with our clients results in a more successful process and deliverables. Alta's Project Manager will hold biweekly progress meetings via phone or video conferencing with the City of La Crosse Project Manager to have a scheduled and consistent point of contact throughout the planning process. SEH will join progress calls as appropriate and will maintain contact with Alta regarding progress, budget, and schedule adherence.

This task will also include time for billing, preparation, and submission of the digital copies of the draft and final plan and other administrative costs as necessary to complete the project. (RFP Tasks 3.1 & 5.1).

Task 1.1 Deliverables

- Refined scope of work and schedule
- Biweekly progress calls
- Monthly invoicing and expense documentation

Task 2.1 Information Collection Phase

Alta's approach to information collection will provide the planning process with a solid foundation, grounded in a clear understanding of current practices and on-the-ground conditions in La Crosse, how they compare to similar communities, and the degree to which they align with national best practices.

Data Collection

Data Request

Alta will prepare a data request memo encompassing planning documents and GIS data needed to support the plan development.

Bicycling Facility Assessment

Alta will develop a web app for collecting crowd-sourced information on existing bike parking locations, potentially including more detailed information such as bike rack style and capacity. Members of the public will also be invited to share locations where more bike parking is needed. Alta will review the submitted data and prepare a summary of the data (RFP Task 2.1.7).

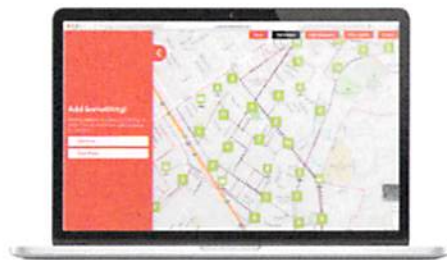
Alta will update the City's existing bicycle facility and trail facility shapefiles to reflect current conditions, verifying changes via desktop review and riding on existing facilities. Alta will map the existing facilities and assess progress made on infrastructure improvements since the adoption of the 2012 plan (RFP Task 2.1.1).

Walking Facility Assessment

Prior to developing a plan for the Walking Facility Assessment, Alta will coordinate with the ADA transition plan effort to identify data needs. Assuming curb ramp and sidewalk data is not being updated through the ADA transition plan process, data collection for this plan will include a field inventory of curb ramps and sidewalks utilizing the Survey123 app created by ESRI. Alta will develop and lead a community workshop to train volunteers to update the City's existing curb ramp and sidewalk data files from the 2012 Bicycle and Pedestrian Master Plan. Alta will provide technical support during the effort, data review, and a summary of findings. Alta will provide a one-page guide on data collection protocols that can be used as a reference in the field.

During data collection the Alta team will be available for ongoing technical support, problem solving, and quality control. One day of field work for data spot checking and review of consistency is assumed, and a report of observed inconsistencies and recommendations for additional data collection may result from this review.

After the inventory has been completed, the Alta team will produce summary maps and findings, assessing changes to sidewalk and curb ramp quality since 2012 (RFP Tasks 2.1.2 and 2.1.9).



Using Alta's in-house interactive map survey framework, we can develop, deploy, and host customized, web-based maps to be embedded in project websites that allow members of the public to participate in the input process, and allow project staff to easily export and manage data submitted by the public.

Walking Facility Assessment Assumptions:

- The City will provide the Survey123 data collection application
- The City will be responsible for management of volunteers including communications, data collection assignments, and day-to-day contact
- Data will be collected using Survey123 and processed using ArcGIS Pro. Final data will be delivered as a geodatabase
- Reviews are comprised of one-round of client review with a single list of non-contradictory comments provided to the Alta team

Plan Review

In order to build on La Crosse's past and in-progress planning efforts, Alta will review the plans identified in Task 2.1.3 of the RFP. The review will focus on identifying recommendations that impact conditions for bicycling and walking and established community vision/goals to carry forward into this plan.

State of the Practice Assessment

Planning and engineering practices have evolved significantly since the adoption of La Crosse's Bicycle and Pedestrian Master Plan in 2012.

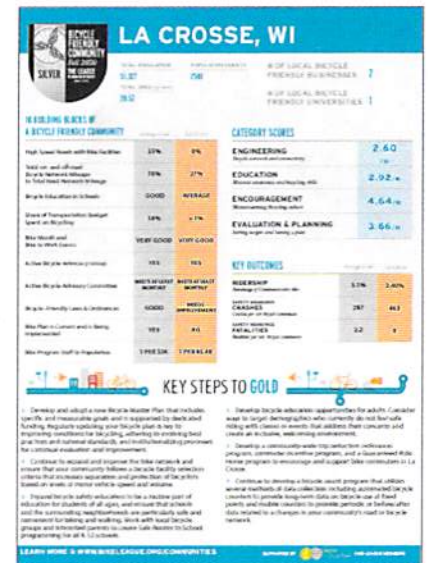
National Best Practices

Alta will review and synthesize current national best practices, including:

- Bike Friendly Community guidelines (RFP Task 2.1.5)
- Walk Friendly Community guidelines (RFP Task 2.1.6)
- Design guidance documents from organizations such as FHWA, AASHTO, and NACTO (RFP Task 2.1.8)
- Approaches such as 8-80 Cities, Complete Streets, Vision Zero, Safe Systems, and Universal Design (RFP Task 2.1.11)
- Efforts to further environmental justice, address climate change, and reduce auto dependency (RFP Task 2.1.13)

Peer and Aspirational Communities

The Alta team will leverage its intimate knowledge of cities across North America and work with City staff to identify three to four cities similar to La Crosse on a variety of factors such as college student population, resident population, demographics, natural environment context, and economic characteristics. Assessment of this group of peer and aspirational cities will provide an opportunity to identify best practices related to development of multimodal systems that include policy, programs, funding, and engagement. A high-level summary of best practices about how peer



As part of the Alta team's review of La Crosse's existing network, we will consider and synthesize current national best practices, including the League of American Bicyclists' Bicycle Friendly Community guidelines (La Crosse's 2020 Report Card shown above).

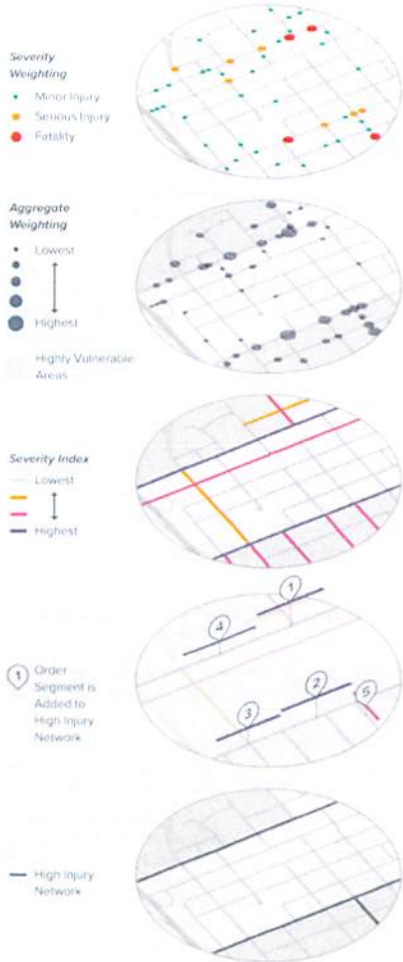
cities have brought forward change to enhance active transportation will provide context for City staff and decision makers in determining how best to bring about change in La Crosse (RFP Task 2.1.10).

Current Practices in La Crosse

Alta will conduct up to three (3) interviews with City staff to understand and evaluate current City processes and identify barriers to implementing pedestrian and bicycle projects, including those identified in the 2012 plan.

Alta will work with the City's Project Manager to identify key decision-makers and topics to guide interviews. Potential topics include funding/investment planning, project development process, internal City agency coordination, external stakeholder coordination, and maintenance. Alta may adjust the number of interviews to substitute one-on-one interviews for other methods to best engage City staff, such as a brief survey or virtual presentation at a City staff workshop/meeting. Alta will summarize current barriers to implementing pedestrian and bicycle improvements related to each of the selected interview topics.

Alta's Approach to Determining the High Injury Network (HIN)



Alta will develop a High Injury Network (HIN) for the study area, identifying streets with the largest concentration of collisions where victims are killed or severely injured.

Data Analysis

Drawing on national best practices, Alta will assess safety, equity, and demand conditions to support network recommendations development and prioritization of projects (RFP Task 2.1.4).

Systemic Safety

High injury networks (HINs) identify streets with the largest concentration of collisions where victims are killed or severely injured (KSI). These networks often illustrate that a small number of street segments have the majority of KSI collisions. Alta will develop a high injury network for the study area based on the risk implied from the intersection of the collision history with the street network. These networks are often developed by a staged process of developing a risk index based on the collision types and severities and their intensity. This index can be created either using rolling window analysis, kernel density estimation (using network distances), or spatial joins to a network with a thoughtful network segmentation. Then, Alta will accumulate collisions to the network in the order of that index to identify a network with a significant proportion of collisions relative to the street segment being targeted. Based on the appropriate threshold developed in coordination with stakeholder feedback, Alta will create maps of a finalized HIN. Based on the HIN, Alta will take any analysis or available context and provide tabulations that explain the composition of streets, built form, and communities identified to be proximal to the HIN.

Equity

Alta will conduct an equity analysis using a data-driven approach that identifies concentrations of historically disadvantaged or vulnerable populations using public health and demographic indicators. Special attention will be paid to demographic groups who are likely to face mobility restrictions including populations that are low income, lack vehicle access, face high pollution burdens and health disparities, and are ethnic minorities. This information can help guide prioritization of facilities so that multimodal improvements are benefiting vulnerable community members who could use more travel options and that improve access to life-enhancing services and community centers. Alta leverages internal tools such as Alta Site Explorer to enable this analysis to easily be customized based on local priorities and contextual needs. This analysis will map areas of high-need as defined by concentration of population indicators; the results will also be summarized in a brief memo. The results may be used to support selection of the study network and/or be incorporated into the prioritization criteria for the project.

Active Transportation Demand

Understanding where potential demand for active transportation exists is key to informing where infrastructure might be needed to enable a wider range of transportation choices. Alta will conduct a demand analysis leveraging a data-driven process which estimates the latent demand for recreation or active transportation depending on either location-based features or Origin-Destination data from sources such as Replica Places or StreetLight. The resulting map will summarize the geographic distribution of latent demand throughout a study area for bikes and pedestrians. The results of the analysis will be used to help inform and prioritize recommendations.

Task 2.1 Deliverables

- One-day community walkability assessment workshop and one-page data collection guide
- Draft and final summary maps and findings
- Geodatabases containing curb ramp and sidewalk inventory, existing bicycle network, and existing bicycle parking locations
- Plan review memo synthesizing relevant recommendations and community vision/goals
- State of the practice memo summarizing national best practices, results of peer communities review, and assessment of current practices in La Crosse
- Existing Conditions Analysis Memo with methodologies, maps, and findings of systemic safety, equity, and active transportation demand analyses



The Alta/SEH team excels at community outreach and engagement at public events and open house workshops. We create easy-to-understand project materials, and use them to help generate positive public support for our plans and projects.

Task 2.2 Public Involvement Phase

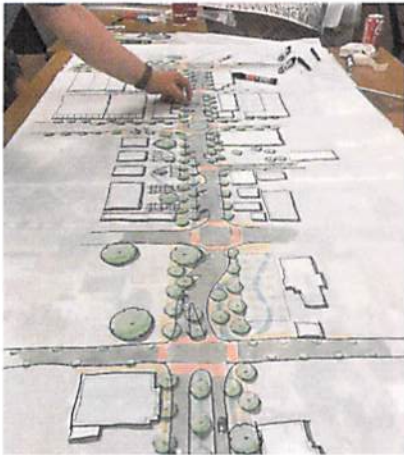
Engaging and inspiring stakeholders is critical to the success of every community planning process, even during/after a pandemic. A wide variety of tools will be used to engage stakeholders in a manner that is meaningful, inclusive, and accessible. Trained in public participation, our team places a high value on quality stakeholder involvement, both in person and virtually.

The Alta/SEH team brings experience in a wide array of virtual meeting tools including Zoom, Microsoft Teams, GoToMeeting, and others to effectively engage stakeholders. Our team is also well-versed in online tools such as Mentimeter, Polco, SurveyGizmo, WikiMapping, Miro, and ArcGIS StoryMaps, as well as creating project videos. Our public outreach specialists have already started developing engagement strategies for the plan that will fully involve key stakeholders in the process, including residents, businesses, system users, and neighborhood groups. Alta/SEH will work with the City to identify the most effective blend of resources at our disposal for your project's stakeholder engagement tasks. A significant portion of the engagement will be in-person. Our custom, best-fit methodology will see that we meet your stakeholders' needs safely, responsibly, and with high turnout, eliciting a diversity of feedback.

Public Input Program

One of the first things the Alta/SEH team will tackle is developing the public input program, which will include the stakeholders listed in 2.2.1 of the RFP. Alta will work closely with the City's Project Manager to refine the scope described below so that the engagement approach sets the foundation for the success of the plan. The Alta/SEH team will aim to be as efficient by combining engagement events and field visits as much as possible.





Alta staff are well-versed in hosting charrettes as a collaborative design process with community members, and are able to visualize ideas on-the-fly to allow agency staff and key stakeholders to imagine potential outcomes of the plan.

Coordination Responsibilities of City Staff

Alta assumes the City's Project Manager will coordinate the engagement events and the Alta/SEH team will facilitate them. Alta also assumes City staff will provide the following coordination items:

- Securing most data and all existing planning documents
- GIS mapping layers
- Developing and mailing meeting notices
- Arranging meeting locations
- Advertising
- Creation of a webpage on the City of La Crosse website (will post all relevant information of the project)
- A list of relevant contacts

Meetings and Workshops

Together, Alta and SEH will support an inclusive public engagement process that invites and reflects the input of identified stakeholders and broad community participation to build consensus for plan adoption. Our public meeting approach utilizes best practices including the International Association for Public Participation (IAP2). The project team will provide in-person consultant support for community engagement and, if needed, our team can include virtual engagement options to maximize community participation.

Public engagement efforts will be structured in three phases. The first phase will introduce the project to the public, inform the plan's vision and goals, and gather information about community needs and desires. The second phase will invite feedback on draft recommendations and shape project priorities for implementation. The third phase will allow for refinement of the draft plan and reflect any needed changes to build consensus for plan adoption.

Phase One: Context, Vision, and Opportunities

The first phase of engagement will focus on introducing the Pedestrian and Bicycle Plan update in the context of previous and recent planning efforts. We will draw from past engagement, including the walk audits completed as part of the 2012 planning process and recent engagement on the Comprehensive Plan, to see that stakeholders and the community feel their previous input has been heard. The team will present maps and information from the information gathering phase to provide detailed plan context and employ best practice strategies to identify issues and opportunities for the plan. The team will consult with the Plan Steering Committee for guidance and feedback for each phase of engagement.

A day-long charrette with agency staff and key stakeholders will allow for a deep dive into the plan's context and allow early identification of issues and opportunities that the plan should address. The consultant team will provide a summary of previous plans, maps, and preliminary data analysis to provide plan context. Meeting facilitation will focus on maximizing agency staff's knowledge and expertise to inform plan goals, issues, and opportunities.

The focus of the evening session will be to engage the general public to identify key issues and opportunities for the plan. The evening meeting will be designed to be accessible and inviting to a broad audience of community members with a focus on equitable engagement, using widely understood language and visual materials. The evening session could include a variety of engagement strategies, such as a presentation, visual boards with interactive activities, and small group facilitation. The consultant team will capture feedback from online and in-person engagement and summarize key themes that will serve as the basis for the draft plan.

Pop-Up Meetings

We have found significant value in engaging the public at events they are already attending rather than requiring them to attend public meetings to provide input for the plan. If the City desires, we can

explore the option of providing "pop-up" events where Alta/SEH team members or members of the Plan Steering Committee attend local events such as the Downtown Farmers Market to promote the plan update and solicit input about bicycling and walking throughout the City. In this way, input can be gathered from people who do not consider themselves avid bicyclists or pedestrians and may not attend the formal public meetings.

Yard Signs/Sidewalk Stickers and QR Codes

SEH recently developed a successful series of yard signs and sidewalk stickers placed in and around the corridor and adjacent neighborhoods to increase participation as part of the King Street Greenway Project. The signs were embedded with a project QR code to increase public engagement on the study. This allowed stakeholders to quickly and efficiently engage the project website, on-line surveys, public meeting dates/times, etc. The Alta/SEH proposes to continue the implementation of this effective tool in the plan update process.

Phase Two: Draft Plan Review

The second phase of engagement will focus on soliciting feedback on drafts of key plan elements: vision, goals, policies and the draft bicycle and pedestrian network. This phase of engagement will include activities to inform implementation and plan priorities. Feedback for this phase of the plan will include the Plan Steering Committee, agency staff, and the second public meeting.

Phase Three: Plan Adoption

The third phase of engagement will focus on presenting a recommended plan for adoption with careful documentation of how community engagement has shaped the recommended plan. This phase will include the Plan Steering Committee and the third community meeting, as well as any stakeholder meetings identified by the project team.

Task 2.2 Deliverables

- Public Input Program Memo describing the engagement approach
- Three (3) in-person public information meetings
- One walkability assessment community workshop plus volunteer training session
- Two (2) in-person meetings for agency representatives
- Five (5) meetings with the Plan Steering Committee
- Up to two (2) individual stakeholder meetings, identified in coordination with the City
- Summary of public information meetings, including key themes



SEH developed promotional materials, including yard signs, to engage the community as part of the King Street Greenway Project.

Task 2.3 Plan Document Preparation Phase/Outcomes

Alta will develop a Bicycle and Pedestrian Plan document that responds to the context of the information gathering phase and that reflects and incorporates feedback from public involvement. Many of the materials prepared for the Plan Steering Committee and public information meetings will serve as building blocks for the draft and final plan. The process of developing plan content will be iterative so that public feedback is fully incorporated and will mirror the public involvement phases detailed above. The schedule and deliverable for the development of the overall draft and final plan documents is outlined in Task 3.1.

Alta anticipates the Bicycle and Pedestrian Master Plan will include a summary of the existing conditions including technical data and a summary of community engagement, vision and goals, prioritized capital improvement projects, cost estimates, implementation strategies, and transportation impacts.

Prioritized Capital Improvement Projects

Vision and Goals

The plan will include a vision and goals for walking and bicycling in La Crosse. They will be centered around the three P's: Policies, Projects, and Programs and the six E's: Education, Encouragement, Enforcement, Engineering, Equity, and Evaluation.

Alta proposes engaging with the Plan Steering Committee early on in the planning process around the enforcement "E." The League of American Bicyclists and the National Safe Routes to School Partnership have

removed enforcement from their six E's framework. Alta would like to evaluate the City's current thinking on this topic and will be flexible based on those conversations.

Bicycle Network Development

Alta will update the 2012 proposed facilities shapeline to reflect facilities built since 2012, recommendations from other planning efforts, and community input. Alta will determine the degree to which existing facilities align with current standards for an All Ages and Abilities (AAA) bikeway network and propose an approach to achieve AAA standards going forward. Alta will also include recommendations for improvements to bicycle parking facilities.

Whole Network Prioritization

Prioritization is where we bring our values to data to understand which projects will provide the greatest bang for their buck, which help communities identify where to start implementation efforts. Alta's Civic Analytics team has developed tools to streamline metric creation, score development, and overlay processes to efficiently deliver prioritization analysis in either GIS or Excel. Based on the types of data available, Alta can use qualitative scoring or percentile-based scores for comparing different metrics of success for the entire study network. This approach evaluates need and project impact on a block-by-block basis, enabling flexibility in project extents, future assessments, and changing physical conditions. As a result of the entire network being scored, project

scores are derived from the intersection of project extents with the disaggregated scores of the network. The whole network prioritization approach also creates opportunities to evaluate different prioritization scenarios. Alta will establish weighting schemes for each of these scenarios and provide draft results for review by relevant stakeholders. Based on stakeholder feedback and a sensitivity analysis of results based on different weights, Alta will develop final maps for a preferred prioritization approach.

Cost Estimates

The Alta/SEH team will prepare a cost estimate plan including design and construction costs that can be used to inform the City's Capital Improvement Plan and annual budget. Cost estimates will be established by identifying typical representative cross-sections and developing per-mile unit costs for each treatment type. Unit costs for specific treatments such as boardwalks, bridges, signals, crossing improvements, and other treatments will also be provided.

Typical facility cost estimates, supporting documentation, and methods will be compiled in a memo. Planning-level cost estimates for specific project segments and overall network implementation will be developed.

Implementation

The Alta/SEH team is focused on providing plans and projects that can be implemented within a five year planning horizon, even sometimes even before the plan is complete! Our recommendations are vetted by experts in the field to see that they are sound and that any significant barriers to implementation are accounted for. Recommendations are provided for the near-term so that momentum generated by the planning process can be maintained, and for the long-term for projects that are more complex or expensive, but are critical for improving safety and connectivity for people walking and bicycling.

The Alta/SEH team prides itself on providing project cost estimates that are accurate, and will allow the City to properly gauge the cost for implementing specific plan recommendations. Our team has vast experience designing and providing construction oversight for pedestrian and bicycle projects within the City of La Crosse. We use our experienced construction engineers to review and provide costs. This approach will provide you with the most accurate planning-level construction costs that you can confidently use moving forward.

Finally, for successful implementation of the projects, it will be important to identify realistic implementation

strategies and Wisconsin funding sources. The Alta/SEH team has years of hands-on experience developing strategies at the local level, and is thoroughly familiar with numerous public funding sources made available at the federal and state levels. In addition to stand-alone projects, the Alta/SEH team will look for opportunities to implement projects during other capital improvements, such as striping bike lanes during road repaving, or constructing trails as a component of stormwater or utility improvements.

Transportation Impacts

Communicating the impacts of the bicycle and pedestrian master plan in terms of community goals is an important storytelling element that can impact project success. With this in mind, Alta will utilize a combination of narrative, mapping, and infographics to tie the plan's proposed corridor improvements to broader goals including the natural environment, Complete Streets for all age groups, consumer needs, business requirements, neighborhood needs and aesthetics, traffic calming activities, and tourism needs (as identified in Task 2.3.2 of the RFP).

Access Improvement Map

Alta will develop an access improvement map and infographic that communicates how access may improve for the typical resident. The infographic will feature three-five destination types that can be selected based on stakeholder engagement or City preference. The access improvement infographic is an opportunity to engage and inform the public about the opportunities that could open for them as the plan is implemented and to show how the plan helps achieve broader goals.

Climate Mitigation Benefit Scenario Planning
Based on Alta's Active Trip Potential analysis, Alta will develop a climate benefit analysis that identifies what reduction in emissions are possible based on plan implementation. This analysis will examine the current rates of active and short trips that can be served by active modes or electric micromobility, and estimate the low and high annual emission reductions possible as a result of conversions of short trips to walking, biking, or electric micromobility. This analysis will be grounded in the current rates of short trip taking around a 1/2-mile area of the planned active network, and potential rates of conversion based on available literature, federal emission factors, travel survey results, and comparable jurisdictions. The results of this analysis will be communicated through an infographic showing a heat map of the number of short trips expected to be converted and the expected emission benefits of implementation.

Task 2.3 Deliverables

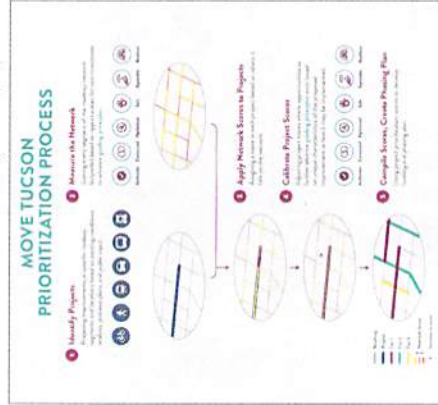
- Updated bicycle facilities network and recommendations for improvements
- Whole network prioritization
- Cost estimates memo and tables
- A memo including an outline of the draft bicycle and pedestrian plan document as well as a summary of the bicycle network development, whole network prioritization, implementation, cost estimates, transportation impacts, and climate mitigation benefit scenario planning

Section 3.0/Task 3.1: Draft and Final City of La Crosse Bicycle and Pedestrian Master Plan

Alta will assemble a draft and final draft copy of the updated City of La Crosse Bicycle and Pedestrian Master Plan. The plan will be highly visual, approachable, and engaging. Alta will develop an executive summary and report appendix including engagement summaries and technical analysis for the public and final drafts. Alta will additionally create a PowerPoint slide deck for the City to use when presenting public and final draft plans to key stakeholders, the general public, and decision-making bodies for discussion and adoption.

Task 3.1 Deliverables

- Alta will prepare and submit one (1) digital copy of the draft and final plan documents which will be reviewed and approved by the Bicycle and Pedestrian Plan Steering Committee, Wisconsin DOT, and the City of La Crosse



As part of the "Move Tucson" Mobility Master Plan, Alta developed a prioritization process that accounts for multimodal projects. The prioritization uses a multi-step approach to understand network needs, score projects, and refine the results based on project performance, and allows the City to reassess over time.



Alta is the leading firm in creating action-oriented plans with realistic, implementable recommendations.

Exhibit B
Estimated Schedule

Consultant shall commence performance of Services and proceed toward completion of deliverables as directed by Client. Below is the estimated schedule.

Task	2023						2024			
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
1.1 Project Management (General Administrative Costs)										
Project Management and Coordination	X	X	X	X	X	X	X	X	X	X
2.1 Information Collection Phase										
Plan Review										
State of Practice Assessment										
Data Collection										
Data Analysis										
2.2 Public Involvement Phase										
Public Input Program										
Steering Committee Meetings		X		X		X		X		X
Public Meetings, Workshops, and Field Visits			*	X		X		X		X
2.3 Plan Document Preparation Phase/Outcomes										
Capital Improvement Project Prioritization and Cost Estimates										
Implementation										
Transportation Impacts										
3.1 Draft and Final Report										
Draft and Final Bicycle and Pedestrian Master Plan Preparation										

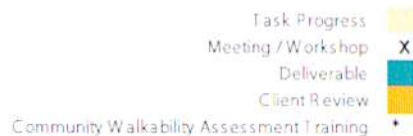


Exhibit C
Schedule of Fees and Charges

TASK	Alta Planning + Design										SEH					Total		
	Principal/Change	Project Manager	APM	Technical Lead/ Planner	Analyst	Designer	Engineer	Project Coordinator	Task Hours	Total Direct Labor	Materials/ Permit/Fee/ Outreach	Public Outreach	Lead Project Engineer	Project Engineer	Task Hours	Total Direct Labor	Total Project Hours	Total Project Budget
2023 Hourly Rate	\$42.81	\$32.99	\$32.88	\$40.24	\$32.39	\$31.96	\$61.72	\$31.50			\$22.34	\$48.71	\$59.28	\$50.25				
Task 1.1 Project Management (General Administrative Costs)	2	40	28	0	0	0	0	12	82	\$4,113	0	0	0	0	\$0	82	\$4,113	
Task 2.1 Information Collection Phase	8	50	20	44	96	16	12	0	248	\$10,953	0	0	0	0	\$0	248	\$10,953	
Data Collection	2	16	8	20	28	20	12	0	74	\$3,237	0	0	0	0	\$0	74	\$3,237	
Plan Review	2	4	2	2	2	2	2	0	18	\$768	0	0	0	0	\$0	18	\$768	
State of Practice Assessment	2	16	12	24	48	18	12	0	102	\$4,338	0	0	0	0	\$0	102	\$4,338	
Data Analysis	2	40	52	24	16	40	0	0	178	\$8,196	20	48	0	0	\$3,833	246	\$12,029	
Public Input Program	2	8	12	24	16	40	0	0	102	\$4,338	0	0	0	0	\$0	102	\$4,338	
Public Input Program Costs	2	32	40	24	16	40	0	0	222	\$9,372	12	48	0	0	\$5,579	300	\$14,951	
Task 2.3 Plan Document Preparation	6	20	16	42	54	0	24	0	162	\$7,490	0	0	10	60	\$3,738	222	\$11,228	
Capital Investment Project Preparation and Cost Estimate	4	8	4	16	16	36	24	0	92	\$4,365	0	7	12	14	\$748	106	\$5,113	
Implementation/ Transportation Impact	2	4	4	10	16	16	0	0	38	\$1,634	0	8	48	56	\$2,990	94	\$4,624	
Task 3.1 Draft and Final Report	4	16	8	15	0	16	0	0	60	\$2,728	0	0	0	0	\$0	60	\$2,728	
Backlog and Pedestrian Master Plan Preparation	4	16	8	16	0	16	0	0	60	\$2,728	0	0	0	0	\$0	60	\$2,728	
Start Hours	26	166	124	126	166	24	36	12	720	\$33,480	20	48	10	60	\$2,570	848	\$41,050	
Alta Overhead		154.42%																
Alta Profit		19%								\$4,531	SEH Profit	7%			\$1,537		\$10,088	
Total Labor Fee	\$1,253	\$8,796	\$6,557	\$5,070	\$4,207	\$2,513	\$2,206	\$378		\$94,066	\$1,447	\$2,386	\$694	\$3,044	\$23,491		\$117,557	
Total Direct Expenses										\$3,250							\$3,250	
Total Fee with Expenses										\$98,316					\$23,491		\$121,807	

GENERAL NOTES:
 • Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the project.
 • Hourly rates are for calendar year 2023 and will be adjusted if work is continued into subsequent years.

Exhibit D

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 \$2,000,000.00 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 negligent act, omission, fault, or negligence, whether active or passive of Contracting Party, or of anyone negligently 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 negligence or 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 instances, 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 depot 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 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: 10-07-08



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation

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

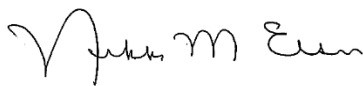
WHEREAS, an update to the 2012 Bicycle and Pedestrian Master Plan is an eligible project and a grant application was submitted by the Planning, Development, and Assessment Department.

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*

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

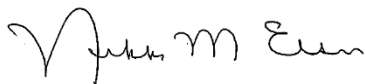
WHEREAS, Resolution 2022-08-016 (Legistar #22-0903) supports the project and funding of the City's 20% requirement (\$24,000) from the 2023 CIP Budget (#834).

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.

I, Nikki M. Elsen, certify that this resolution was duly and officially adopted by the Common Council of the City of La Crosse October 13, 2022.



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

Agenda Item 23-0491 (Jenna Dinkel)

Resolution authorizing the City to enter into a Professional Services Agreement with Alta Planning + Design, Inc. for the preparation of an updated Bicycle and Pedestrian Master Plan.

General Location

Citywide.

Background Information

The Bicycle and Pedestrian Advisory Committee wants to update the 2012 Bicycle and Pedestrian Master Plan. The City received a Transportation Alternatives Program Grant from the Wisconsin Department of Transportation to reimburse up to \$96,000 or 80% of the project costs, whichever is less. The Bicycle and Pedestrian Advisory Committee sent out a Request for Proposals and selected Alta Planning + Design, Inc. to complete the plan. Minor edits were made to the terms and conditions which were reviewed and supported by our insurance consultant.

Recommendation of Other Boards and Commissions

This contract was reviewed and recommended for approval by the Bicycle and Pedestrian Advisory Committee.

Consistency with Adopted Comprehensive Plan

Maintaining a multi-modal transportation plan is a primary objective in the Transportation Element of the Comprehensive Plan (Page 5-12).

Staff Recommendation

This item is recommended for approval.

Routing F&P 6.1.2023



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-0503

Agenda Date: 6/1/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution approving contract with the La Crosse Tribune as the official newspaper for the City's council proceedings and legal notices.

RESOLUTION

WHEREAS, the City of La Crosse advertised for bids pursuant to sec. 985.06, Wis. Stats., for the contract as the official newspaper for the City's council proceedings and legal notices, and

WHEREAS, the sole bid received was from The La Crosse Tribune, and

WHEREAS, both bids received from The La Crosse Tribune contained the following rates:

	Bid 8/1/23- 7/31/24	Current Rates	State Certified Rates
1 st insertion (typesetting, formatting, proofreading, and publication)	1.0157	.9051	1.0157
Additional insertions	.8024	.7150	.8024

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the bid of The La Crosse Tribune as the official newspaper of the City of La Crosse shall be accepted as submitted in its bid.

BE IT FURTHER RESOLVED that the City Clerk is authorized to execute any and all documents to effectuate the same.



April 12, 2023

Nikki M. Elsen, WCMC
City Clerk
400 La Crosse St.
La Crosse, WI 54601

BID: City of La Crosse legal notices

Dear Nikki,

Thank you for the opportunity to continue as the official newspaper for the City of La Crosse. Our bid includes the rate for the City's legal notices. Below is a summary of our current and proposed legal rates.

Our submitted bid below is for the following:

- B. The City's legal notices

	Bid 8/1/23-7/31/24	Current Rates	State Certified Rates
First insertion	1.0157	.9051	1.0157
Additional Insertions	.8024	.7150	.8024

Facsimile Ballots will be at the current state certified rate at time of publication. Deadline for the publication of legal notices in the La Crosse Tribune is 3 working days prior to publication.

The City of La Crosse is not prohibited from ordering legal advertising to be published in non-legal fonts and formats. These ads and all other types of advertising for the City of La Crosse with River Valley Newspaper Group will be billed at rates earned under a total dollar volume agreement for the coming year. This agreement effectively discounts your base Display and Classified Display advertising rate as well as in-column classified line ads. We will provide additional discounts based on ad frequency, size and publication day when applicable.

Please note that official bid requests or similar business should be submitted to Paul Pehler. Legal notices should be sent to rivalley.legals@lee.net.

If you have any questions, please feel free to call me 608-791-8300.

Thank you for your business.

Sincerely,

Paul Pehler
Director of Advertising
River Valley Newspaper Group
608-791-8300



1407 St. Andrew St. • Suite A100
La Crosse, WI 54603-3301

TEMP - RETURN SERVICE REQUESTED

Nikki M. Elsen, WCMC
City Clerk
400 La Crosse St.
La Crosse, WI 54601



Re: City of La Crosse legal notices bid

April 12, 2023

Nikki M. Elsen, WCMC
 City Clerk
 400 La Crosse St.
 La Crosse, WI 54601

BID: City of La Crosse Common Council

Dear Nikki,

Thank you for the opportunity to continue as the official newspaper for the City of La Crosse. Our bid includes the rate for Common Council proceedings. Below is a summary of our current and proposed legal rates.

Our submitted bid below is for the following:

- A. The Common Council proceedings

	Bid 8/1/23-7/31/24	Current Rates	State Certified Rates
First insertion	1.0157	.9051	1.0157
Additional Insertions	.8024	.7150	.8024

Facsimile Ballots will be at the current state certified rate at time of publication. Deadline for the publication of legal notices in the La Crosse Tribune is 3 working days prior to publication.

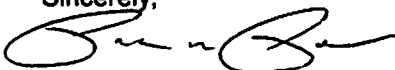
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Sincerely,



Paul Pehler
 Director of Advertising
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City Clerk
400 La Crosse St.
La Crosse, WI 54601



Re: City of La Crosse Common Council legal bid



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-0516

Agenda Date: 6/1/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution approving a non-exclusive car rental concession agreement with Avis Budget Car Rental, LLC.

RESOLUTION

WHEREAS, the La Crosse Regional Airport issued Request for Proposal AIR-2023-01 for non-exclusive airport rental car concession operations; and

WHEREAS, the request for proposals resulted in bids including that of Avis Budget Car Rental, a Delaware limited liability company; and

WHEREAS, the proposer was deemed to be responsive after review of all proposals.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approve the non-exclusive car rental concession agreement with Avis Budget Car Rental, LLC.

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

BE IT FURTHER RESOLVED that the Airport Director and City Attorney are authorized and directed to take all necessary steps to implement this resolution.



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID

Caption

23-0516

Resolution approving a non-exclusive car rental concession agreement with Avis Budget Car Rental, LLC

Staff/Department Responsible for Legislation

Airport

Requestor of Legislation

Ian Turner

Location, if applicable

Summary/Purpose

This resolution approves a five year non-exclusive car rental concession agreement with Avis Budget Car Rental, LLC, to rent cars at the La Crosse Regional Airport

Background

Existing car rental contracts expire on July 31, 2023. In anticipation of the agreements expiring, the La Crosse Regional Airport issued a request for proposal to interested car rental agencies to operate non-exclusive car rental businesses for a five year period beginning August 1, 2023. Two submissions were received and both were responsive.

Fiscal Impact

Year 1 revenue from this agreement totals a minimum of \$236,333.12

Staff Recommendation

Airport staff recommend approval of this item.



CONCESSION AGREEMENT

NON-EXCLUSIVE RENTAL CAR CONCESSION
La Crosse Regional Airport
La Crosse, Wisconsin

between

La Crosse Regional Airport
City of La Crosse, Wisconsin

and

Avis Budget Car Rental, LLC
Concessionaire

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**RENTAL CAR CONCESSION
La Crosse Regional Airport
La Crosse, Wisconsin**

THIS CONCESSION AGREEMENT ("**Agreement**") is made and entered into this 8th day of June 2023, by and between the City of La Crosse (the "**City**"), a municipal corporation and existing under the laws of the State of Wisconsin, whose address is 400 La Crosse St., La Crosse, Wisconsin 54601, hereinafter referred to as "City" and "Avis Budget Car Rental, LLC" operating as Avis and Budget, (hereinafter referred to as "**Concessionaire**"), a Delaware limited liability company with its office and address being 6 Sylvan Way, Parsippany, New Jersey, 07054, with a mailing address of 6 Sylvan Way, Parsippany, New Jersey, 07054.

WITNESSETH:

WHEREAS, City controls, owns, operates, and maintains an airport in the City of La Crosse, County of La Crosse, State of Wisconsin, known as La Crosse Regional Airport (hereinafter referred to as "Airport"), and has the power to grant rights and privileges with respect thereto; and

WHEREAS, the City has determined it to be in the best interests of the public and the City to enter into this Agreement with Concessionaire to provide rental car concession services at the Airport pursuant and subject to the terms and conditions hereunder,

NOW, THEREFORE, THE PARTIES AGREE:

DEFINITIONS

The following terms and phrases shall have the following meanings for purposes of this Agreement:

1. "ACDBE" shall mean airport concession disadvantaged business enterprise as that term is defined by 49 CFR Part 23.
2. "Airport Director" shall mean the Airport Director of the City's Airport, or his or her designee, appointed under City of La Crosse Municipal Code to manage the Airport and represent City with relation to this agreement.
3. "City" shall mean the public body corporation existing under the laws of the State of Wisconsin, including its board and commissions, which controls, operates, and maintains the La Crosse Regional Airport.
4. "Environmental Law" shall mean any federal, state or local law, rule, regulation, order or requirement relating to protection of human health and safety or the environment.
5. "Gross Revenues" as used herein shall mean, as determined in the reasonable discretion of the City, all amounts charged to its customers by Concessionaire for or in connection with agreements it secures through its operations and business at the Airport, regardless of whether such amount is actually paid to or received by Concessionaire. Gross Revenues shall include all monies or other consideration of any nature paid or payable to Concessionaire by customers for all sales made and

services performed for cash, credit, or consideration in connection with automobile and vehicle rentals or other products or services provided to persons through Concessionaire's operations at the Airport, without regard to the ownership, area, fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to Concessionaire's customers and without regard to whether the vehicles or other products are returned to the Airport or to some other location.

Gross Revenues may not be reduced by promotional or other discounts not given directly to the customer at the time of rental. The retroactive adjustment by Concessionaire of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any other purpose, is prohibited.

Gross Revenues shall include anything and everything that is not specifically excluded. The only exclusions from Gross Revenues permitted under this Agreement shall be the specific exclusions set forth below:

- Federal, state, county, city or municipal sales, use, or excise taxes now in effect or hereinafter levied on Concessionaire's operations which are separately stated on customers' rental contracts and collected from customers of Concessionaire;
- Those fees referred to in this Agreement as Customer Facility Charges, hereinafter "CFC", which for the purpose of this Agreement shall include all customer facility charges, authorized pursuant to City Resolution #2012-12-043 and as may be amended;
- Amounts received specifically for the actual loss of or damages of vehicles or other property of Concessionaire;
- Amounts received from the sale of vehicles off-Airport premises; provided, however, any amounts paid in connection with automobile and vehicle rentals or other products or services provided to persons through Concessionaire's operations that are applied to or otherwise reimbursed as a result of the sale of a vehicle shall not be excluded from Gross Revenues; and
- Reimbursements for amounts actually paid to third parties for windshield replacement, towing, parking tickets, impound fees, tolls and other governmental fines and fees.

6. "Hazardous Material" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, and includes any material or substance identified, listed, or defined as a "hazardous waste," "hazardous substance," "pollutant," "contaminant," or term of similar import, or is otherwise regulated pursuant to Environmental Laws including: asbestos, asbestos-containing materials, petroleum, petroleum produces, crude oil, natural gas, natural gas liquids, or any fraction of said products.

7. "Leasehold Improvements" shall mean all improvements and equipment which are affixed to the Leased Premises and which cannot be removed without material damage to the Premises.
8. "Operations Year" shall mean August 1 through July 31 annually.
9. "Personal Property" shall mean all movable property of the Concessionaire not directly related to the rental car operations of the privileges granted hereunder, including, office furniture, office equipment, office supplies, and information technology equipment.
10. "Refurbish" or "Refurbishment" shall mean the routine repainting or redecoration of public areas within the Leased Premises, as necessary, including the replacement or repair of worn carpet, tile, furniture, or furnishings.
11. "Rental Car" or "Motor Vehicles" shall mean motor vehicles designed primarily for the carriage of passengers and commonly classified as sedans, coupes, convertibles, four-wheel drive vehicles, passenger vans, sports utility vehicles, and pick-up trucks rated three-quarter-ton or less.
12. "Terminal Building" shall mean the terminal building at the Airport.
13. "Trade Fixtures" shall mean all non-affixed items, except expendables and Personal Property, which can be removed without damage to the Leased Premises, including cash registers, safes, patron tables and chairs, display fixtures, and the like.
14. "Transaction" shall mean the execution of an agreement or contract for the rental of a Motor Vehicle; or, the payment of funds or completion of a cash or credit transaction for payment for rental of a Motor Vehicle; or delivery of a Motor Vehicle to a customer for use in exchange for cash, credit, or any other consideration.
15. "Transaction Day" shall mean each twenty-four (24) hour period or portion thereof, for which a customer of a Rental Car concessionaire rents or otherwise enters into a similar arrangement for the use of a Motor Vehicle and for which the Rental Car concessionaire collects revenue from the customer. Late returns (after twenty-four (24) hours) shall be considered a Transaction Day.

SECTION 1 – LEASED PREMISES

- A. City hereby leases to Concessionaire and Concessionaire hereby agrees to lease from City the following premises, which, collectively, are hereinafter called the "Leased Premises": Two Hundred Seventy-Six (276) square feet of counter/office/queuing area B in the terminal building, Block #2 the ready return area containing approximately 89 ready/return parking spaces outside and adjacent to the terminal building, and service bay D in the south long term public parking lot. Said Leased Premises is more particularly shown on **Exhibits A1, A2, and A3** attached hereto and by this reference made a part hereof.
- B. Concessionaire agrees that its Leased Premises have been inspected by Concessionaire and are accepted and will be occupied by Concessionaire on an "as is" basis. The Concessionaire specifically waives any covenants or warranties regarding the Premises, including but not limited to any warranty of suitability and warranty of fitness.

SECTION 2 - TERM

The term of this Agreement is for a five (5) year period commencing on August 1, 2023, and terminating on July 31, 2028, unless sooner terminated or canceled as hereinafter provided.

SECTION 3 - USES, PRIVILEGES, COBRANDING AND OBLIGATIONS

Concessionaire shall have the following uses, privileges, and obligations in connection with its use of the Leased Premises:

- A. The non-exclusive right, privilege, and obligation to conduct and operate a rental car, van, or truck rental concession at the Airport including all necessary and ancillary services customarily associated with car rental concessions at public airports within the United States of America or airport of similar size and capacity. Concessionaire shall furnish good, prompt and efficient service and shall at all times have available a sufficient number of Vehicles (a fleet of no fewer than thirty-five (35)) to meet all reasonably foreseeable demands of the traveling public. Co-Branding by Concessionaire is limited to two brands per concession space as listed in its submitted proposal. It being understood that no more than two brands under rental car agencies who are owned by the same parent company may operate from any one concession space during the term of this agreement. Concessionaire understands and agrees that it shall not engage in any other business on the Airport under this Agreement.
- B. The right, privilege, and obligation to rent and check-in rental vehicles, including the right to offer for sale related collision damage waiver protection, personal injury and accident insurance, personal effects insurance, and such other travel or vehicle related coverage offered in connection with and incidental to the rental of a vehicle and occupancy of operations office, storage, and Ready and Return car parking spaces. It is the intent of this Agreement that the rental car customers of Concessionaire will operate the vehicle rented only from the ready spaces provided herein, and Concessionaire shall not engage in customer shuttle operations of any kind to, from, or on the Airport. This does not prohibit the picking up of a customer from the Fixed Base Operator (FBO). No trucks larger than three-quarter ton pickup type/style will be allowed in the ready lot unless approved in writing in advance by the Airport Director. Concessionaire shall not park, store, or rent from Premises any vehicles except Motor Vehicles as defined herein that it owns or rents and are properly available for rental as provided herein.
- C. The non-exclusive right and privilege to wash vehicles rented by Concessionaire under the provisions of this Agreement in the City's automated car wash.
- D. If a service bay is rented, the right and privilege to service vehicles rented by the Concessionaire under the provisions of this Agreement in the service bay identified in Section 1. Concessionaire shall use the service bay for the following activities only: vehicle hand washing, cleaning, fluid replacement, vacuuming, and related activities as are necessary for preparing its vehicles for rental.

- E. The right of ingress and egress to and from the Premises, which are subject to reasonable rules and regulations as may be established by Airport as respecting such use and subject to law.
- F. Concessionaire shall install no signs on or about the Premises without the prior written approval of the City, said approval being solely discretionary with the Airport Director. All signs shall be subject to Section 13, *Signs and Advertising*.
- G. The right for Concessionaire's employees, in common with other employees of tenants of the Terminal Building, to use vehicular parking space provided by City, subject to the payment of reasonable charges therefore, as set by the City. Employee parking shall only be allowed in those areas designated by the Airport. Concessionaire employees shall not park personal vehicles in the Leased Premises.
- H. *Airport Concession Disadvantaged Business Enterprise Program*
 - 1. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23 related to the airport concession disadvantaged business enterprises (ACDBE) program. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.
 - 2. The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.
 - 3. Each year Concessionaire no later than February 1st shall provide to City the following annual ACDBE information: the name and address of each certified ACDBE with which it has done business during the past federal fiscal year (October through September), a description of the nature of the services performed by and/or items purchased from each firm named, and the amount spent with each firm named. The ACDBE must be certified by the Wisconsin Unified Certification Program. A sample reporting form is provided as Exhibit C. Concessionaire may use the sample report provided or a form of similar level of detail satisfactory to the City.
 - 4. Each year Concessionaire no later than February 1st shall provide to City data, as prescribed by the City, for the purpose to calculate and update ACDBE goals for this concession.

SECTION 4 - RESTRICTIONS ON USES AND PRIVILEGES

The Premises shall be used only for the purposes specified in this Agreement. Concessionaire understands and agrees that City has the right to grant up to three additional privileges under separate agreements for in-terminal rental car operations to other companies.

Prohibited Activities at the service bay include:

- A. Concessionaire shall not utilize the service bay for vehicle storage other than vehicles for rent in the process of being serviced.
- B. Concessionaire shall not utilize the service bay for any maintenance or for the storage of damaged vehicles.
- C. Concessionaire shall not allow its customers or the general public to enter the service bay.
- D. Concessionaire shall not permit its employees to vacuum or wash their personal vehicles at the service bay.
- E. Concessionaire shall not permit service bay doors to remain open when the service bay is not in use.

SECTION 5 - PRIVILEGE FEE, RENTS, AND FEES

Subsection 5.1 Privilege Fee, Rent and Fees.

A. *Privilege Fee.* As consideration for the privilege of operating the concession hereunder, Concessionaire shall pay to City each Operations Year, for the full term of this Agreement, a Privilege Fee. Said Privilege Fee shall be the greater of either the guaranteed Minimum Annual Privilege Fee or the Percentage Fee applicable to Gross Revenues, hereinafter defined, as follows:

- 1. Privilege Fee – the greater of either:
 - a. ten percent (10%) of the Concessionaire’s annual Gross Revenues (“Percentage Privilege Fee”);

OR

- b. the respective yearly amount shown below as the Concessionaire’s Minimum Annual Guaranteed fee (“MAG”):

August 1, 2023 to July 31, 2024	\$ 101,000.00
August 1, 2024 to July 31, 2025	\$ 101,000.00
August 1, 2025 to July 31, 2026	\$ 101,000.00
August 1, 2026 to July 31, 2027	\$ 101,000.00
August 1, 2027 to July 31, 2028	\$ 101,000.00

- 2. Monthly payment shall be the greater of 1/12th of the respective year’s MAG or 10% of reported gross revenues for the previous month. The MAG payment shall be paid in advance on the first (1st) day of each month during each Operations Year, until such time as the Concessionaire has paid to the Airport an amount equal to the respective annual MAG identified in Section 5.1(A)(1)(b) above. On or before the 20th of each month the Concessionaire shall provide the Airport with: i) a signed and certified Report of Gross Revenues for the preceding month and ii) payment of any percentage Privilege Fee

shown to be due for the preceding month, as designated on Exhibit B, attached hereto and made a part hereof. Once the sum of Privilege Fee payments remitted has reached the MAG in any given Operations Year, the Concessionaire may cease remittance of the 1/12th of the respective year's MAG on the first (1st) day of each month for the remainder of that Operations Year. For each and every month after the annual MAG has been reached the Concessionaire shall continue to report the full 10% of reported gross revenues for the previous month.

B. Rent - All Rents set forth in this Section 5, Paragraph B, Subsection 1, are subject to Wisconsin sales tax and other applicable taxes which shall be collected by the City in addition to the rent listed in a, and b below:

1. Rent for Premises

Concessionaire shall pay to the City, in advance, on the 1st day of each month the following rent:

a) For the period commencing August 1, 2023 through December 31, 2023, Concessionaire shall pay the sum of Fifty Five Dollars and Twelve Cents (\$55.12) per square foot per annum for Two Hundred Seventy-Six (276) square feet of counter/office/queuing position in the Terminal Building. Thereafter, commencing January 1, 2024, January 1, 2025, January 1, 2026, January 1, 2027 and January 1, 2028 the per square foot per annum rent shall be at the cost recovery rental rate per square foot calculated for the Terminal Building on an annual basis.

b) For the period commencing August 1, 2023 through December 31, 2023, Concessionaire shall pay the sum of Ninety-Six Thousand One Hundred Twenty Dollars (\$96,120), per annum for Ready Return Block #2 as shown on Exhibit A2. On January 1 of each year for the period of this Lease, commencing January 1, 2024, the rental amounts for the parking block, shall be adjusted in accordance with the Consumer Price Index – National Index for All Urban Consumers for the previous calendar year. Said adjustment shall be computed as follows:

$$\begin{aligned} &\text{Most recent year's rate x} \\ &\quad (\text{CPI for October of most recent year} / \\ &\quad \text{CPI for October of the next most recent year}) = \text{New Rate} \end{aligned}$$

c) For the period commencing August 1, 2023 through December 31, 2023, Concessionaire shall pay the sum of Twenty Four Thousand Dollars (\$24,000), per annum for any service bay rented as described in Section 1(A). On January 1 of each year for the period of this Lease, commencing January 1, 2024, the rental amounts for the service bay, shall be adjusted in accordance with the Consumer

Price Index – National Index for All Urban Consumers for the previous calendar year, as described above.

C. Additional Fees – All Fees set forth in this Section 5, Paragraph B, are subject to Wisconsin sales tax and other applicable taxes which shall be collected by the City in addition to the rent listed in a, and b below:

1. The Concessionaire shall collect the CFCs on behalf of the Airport and remit to the Airport, in accordance with the City's CFC resolution, the full amount of the Transaction Day fee collected from each Rental Car customer.
2. In the event Concessionaire chooses to use the City's automated car wash, the Concessionaire shall pay to the City a per wash fee as set in the adopted Airport Schedule of Fees. Payment shall be due within thirty (30) days of invoice date.
3. In the event Concessionaire chooses to use the fuel system, the Concessionaire shall pay to the City an annual fuel system access fee to utilize the fuel facilities. Additionally, the Concessionaire will pay to the City based on actual gallons pumped a per gallon fuel rate set in the adopted Airport Schedule of Fees. Payment shall be due within thirty (30) days of invoice date.
4. In the event Concessionaire chooses to utilize overflow parking, the Concessionaire shall pay to the City a daily rate per vehicle determined by the City for overflow parking of its rental cars for use by Airport customers in the public parking lot. Payment shall be due within thirty (30) days of invoice date.

D. Any and all payments due to the City by Concessionaire shall be remitted to the following address:

La Crosse Regional Airport
Attn: Airport Director
2850 Airport Road
La Crosse, WI 54603

E. Year End Adjustments to Privilege Fees, Rents and Fees.

In the event the amount of payments made during the preceding Operations Year exceeds the total of any payments due for such Operations Year, the excess payment shall be credited against the payments for the next Operations Year, except that any excess payment during the final Operations Year of this Agreement will be returned to the Concessionaire within thirty (30)

days after the Airport's acceptance of the final Certified Statement described in this Section. Concessionaire shall submit separate system generated reports for each brand name operated.

F. Concessionaire's Right of Abatement. In the event that the following condition exists during the term of this Agreement, the minimum annual guarantee hereinabove provided for in Section 5.1(A)(1)(b) shall be abated for the period of time the condition exists:

1. A major traffic reduction at the Airport. A major traffic reduction shall be defined as a not less than twenty-five percent (25%) reduction in the number of passengers deplaning on scheduled airline flights at the Airport during any period of three (3) consecutive calendar months as compared to the number of such deplaning passengers in the same calendar months during the preceding calendar year.
2. The abatement amount for those months that are abated as defined in Section 5(F)(1) will be the prorated reduction of that month's 1/12th payment of the minimum annual guarantee. For example, if May, June and July have a traffic reduction of 27%, 30% and 26% respectively, then the 1/12th minimum annual guarantee payment for May would be reduced by 27%, June would be reduced by 30%, and July would be reduced by 26%.
3. If the major traffic reduction continues for additional months, the proportional abatement will continue as well, until there is a month when traffic does not fall below the twenty-five percent (25%) threshold, at which time the full minimum annual guarantee payment shall be made for such month.
4. This major traffic reduction can only be identified after any three-month period ends; however, the major traffic reduction exists for any three-month period when all three months had a not less than twenty-five percent (25%) reduction in passenger deplanements. Overpayments of the MAG will be credited to the Concessionaire during the year-end reconciliation process described in Section 5(E).

SECTION 6 – ACCOUNTING RECORDS

Subsection 6.1 Statements, Books, and Records; Delinquent Rentals.

A. Monthly Statements; Books and Records. Within twenty (20) days after the close of each calendar month of the term of this Agreement, Concessionaire shall submit to City, in such detail and on the statement form designated as Exhibit B or as may reasonably be specified by City, certain information, including but not limited to, the number of Transactions executed during the preceding month, the number of Transaction Days Motor Vehicles were rented during the preceding month, and the statement of its Gross Revenues during the preceding month upon which the percentage payments to City set forth in Subsection 5.1(A)(1) are to be computed, and said Exhibit B statement to be signed by a responsible accounting officer of Concessionaire. City reserves the right to change the form of the monthly statement and to require the submission by

Concessionaire of other information pertaining to the Gross Revenues hereunder, and Concessionaire agrees to change the form of its statements to that requested by City and to provide any such additional information City may reasonably request. Concessionaire shall keep full and accurate books and records showing all of its Gross Revenues hereunder, and City shall have the right, through its representatives and at reasonable times, at its own expense, to inspect, examine, copy, and audit such books and records, including State of Wisconsin sales tax return records. Concessionaire hereby agrees that all such books and records will be made available to City for at least seven (7) years following the period covered by such books and records.

- B. Annual Certified Statements. Each year during the term of this Agreement, Concessionaire shall provide to City a written statement, certified by an independent Certified Public Accountant, to City stating that in his or her opinion the Percentage Fees paid by Concessionaire to City during the preceding year pursuant to this Agreement were made in accordance with the terms of this Agreement. Said statement shall be submitted by Concessionaire, to be received by City within ninety (90) days of the end of each Operations Year. Such statement shall also contain a list of the Gross Revenues, by month, as shown on the books and records of Concessionaire and which were used to compute the Percentage Fee payments made to City during the period covered by said statement.
- C. Delinquent Rentals and Fees. Without waiving any other right or action available to City in the event of default in the payment of charges or fees payable to City, pursuant to this Agreement, Concessionaire shall pay to City a late payment fee of Fifty Dollars (\$50.00) per occurrence plus interest thereon at the rate of one and one-half percent (1.5%) per month from the date such payment was due and payable until paid.

Subsection 6.2 Audit. City reserves the right to audit Concessionaire's books and records pertaining to the Leased Premises, at its own expense, at any time for the purpose of verifying the Gross Revenues and Privilege Fee calculation hereunder for any period three (3) years prior to such audit. If, however, as a result of such audit, it is established that Concessionaire has understated the Gross Revenues received from all operations at the Leased Premises by two percent (2%) or more (after the deductions and exclusions herein), the entire expense of said audit shall be borne by Concessionaire. Any additional Privilege Fee due shall forthwith be paid by Concessionaire to City with interest thereon at one and one-half percent (1.5%) per month from the date such additional Privilege Fee became due.

SECTION 7 - INSTALLATION OF IMPROVEMENTS AND DESIGN, FURNISHING, AND EQUIPPING OF PREMISES

Subsection 7.1 Building Services

- A. City Improvements and Services. City shall initially insure and provide occupancy of the

Leased Premises to Concessionaire with said Leased Premises meeting all federal, state and local code requirements for the operation of a rental car concession. City shall provide and maintain, water, sewer, general lighting, electrical power, heating, and air-conditioning for the Terminal Building. Heating and air conditioning and electrical service are provided to the Leased Premises only. If Concessionaire requires additional lighting, electrical power, water, telephone outlets, or adjustments to the air-conditioning system, such additional improvements or services shall be subject to the prior written approval of Airport Director, and any such approved improvements or services shall be made at Concessionaire's expense.

- B. Concessionaire's Right to Additional Services. Concessionaire shall have the right, at its own expense, to request and receive telephone services or communication systems, provided that any such services or systems shall require the written approval of Airport Director before installation.

Subsection 7.2 Approval of Plans and Specifications; Provision of Drawings.

- A. General. Any improvements to be made to or upon the Leased Premises by Concessionaire, and any subsequent alterations or additions to such improvements, shall be subject to the prior written approval of Airport Director. Full and complete plans and specifications for all work, facilities, improvements, and finishes, and the time required to complete same, shall be submitted to and receive the written approval of Airport Director before any work or construction is commenced, which shall not be unreasonably withheld or delayed. Generally accepted standards of design and construction shall be complied with in connection with all such work, facilities, and improvements. Such construction and alteration shall conform to the general architectural and engineering requirements of the City, which may require the use of a Wisconsin certified engineer or architect. Two (2) copies of plans for all improvements or subsequent changes therein or alterations thereof shall be given to City for review prior to commencement of construction; after final approval by City, City shall return to Concessionaire one (1) approved copy for Concessionaire's records and shall retain one (1) approved copy as an official record thereof.
- B. Improvements Conform to Statutes, Ordinances, Etc. All improvements, furniture, fixtures, equipment, and finishes, including the plans and specifications therefore, constructed or installed by Concessionaire, its agents, or contractors, shall conform in all respects to applicable statutes, ordinances, building codes, rules and regulations, and public bidding laws. Any approval given by City shall not constitute a representation or warranty as to such conformity; responsibility therefore shall at all times remain with Concessionaire.
- C. Approvals Extend to Architectural and Aesthetic Matters. Approval of City shall extend to and include architectural and aesthetic matters and City reserves the right to reasonably reject any layout or design proposals submitted and to require Concessionaire to resubmit any such

layout or design proposals until they meet City approval.

- D. **Disapprovals.** In the event of disapproval by City of any portion of any plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval to City. City agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations shall be made in said plans or specifications after initial approval by City, and no alterations or improvements shall be made to or upon the Leased Premises without the prior written approval of City.
- E. **Provision of As-Built Drawings.** Upon completion of any construction project, Concessionaire shall provide City two (2) completed sets of as-built drawings in reproducible form as specified by City. Concessionaire agrees that, upon the request of City, Concessionaire will inspect the Leased Premises jointly with City to verify the as-built drawings.

SECTION 8 - TITLE TO IMPROVEMENTS, STRUCTURAL ALTERATIONS, ETC.

Subsection 8.1 Title. All improvements made to the Leased Premises by Concessionaire, and any additions and alterations thereto made by Concessionaire, shall be and remain the property of Concessionaire until the termination of this Agreement (whether by expiration of the term, cancellation, forfeiture or otherwise), at which time said improvements, except for Trade Fixtures, personal property, and expendables, shall become the property of City, at no cost to City.

Subsection 8.2 Structural Alterations. Concessionaire shall make no structural alterations to the Leased Premises without the prior written consent of Airport Director.

Subsection 8.3 Alterations and Improvements to Airport. Concessionaire acknowledges that from time to time City may undertake construction, repair, or other activities related to the operation, maintenance and repair of the Terminal Building which may temporarily affect Concessionaire's operations hereunder. Concessionaire agrees to accommodate City in such matters, even though Concessionaire's own activities may be inconvenienced, and Concessionaire agrees that no liability shall attach to City, its members, employees, or agents by reason of such inconvenience or impairment. It is agreed that in the event such activities of City substantially impair the operations of Concessionaire under this Agreement, the Minimum Privilege Fee shall be waived during such period of substantial impairment, with what constitutes "substantial impairment" being reasonably determined by City after consultation with Concessionaire. Concessionaire agrees that if relocation is required that Concessionaire shall move its operations as reasonably directed by Airport Director and said move is at Concessionaire's sole cost and expense. If the City elects to relocate Concessionaire during the term of this Agreement, the City will reimburse reasonable and necessary costs associated with the relocation as determined by the City in advance of the relocation.

Subsection 8.4 Removal and Demolition. Concessionaire shall not remove or demolish, in whole or in part, any Leasehold Improvements upon the Leased Premises without the prior written consent of City which may, at its sole discretion, condition such consent upon the obligation of Concessionaire, at Concessionaire's cost, to replace the same by an improvement specified in such consent.

SECTION 9 - MAINTENANCE OF PREMISES AND UTILITIES PROVIDED

Subsection 9.1 Airport Maintenance Obligations.

- A. General Maintenance and Operation. City agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the Airport, including the Terminal Building and all appurtenances, facilities, and services now or hereafter connected therewith.
- B. Structural Maintenance. City shall provide, or cause to be provided, structural maintenance of the Terminal Building and shall provide, or cause to be provided, the washing of all windows (on the outside of the Terminal Building only) in the Leased Premises at periodic intervals.
- C. Maintain Access. City shall, throughout the term of this Agreement, maintain all airport-owned roads on the Airport giving access to the Terminal Building in good and adequate condition for use by cars and trucks and shall maintain free and uninterrupted access to the Terminal Building over said road at all times. City reserves the right to reasonably restrict access to the Terminal Building area for automobile deliveries during peak activity periods.
- D. City's Automated Car Wash. City will maintain and inspect the City's automated car wash as recommended by the manufacturer including routine maintenance of the car wash for normal activities, wear and tear. Normal and routine maintenance of roofs, walls, utility infrastructure, roadways, parking lots, building mechanical systems and structural building components will be performed by City. Wash soaps, rinses, brushes and utilities will be provided by the City. City will provide routine cleaning of the City's automated car wash. City has the exclusive authority to stop the use of the car wash for maintenance, inspections, and weather as is necessary without damage or liability to Concessionaire and at the City's sole discretion. City will take reasonable action to notify Concessionaire for closure of the car wash.

Subsection 9.2 Concessionaire's Maintenance Obligations.

- A. Concessionaire's General Obligations. Except for maintenance of the Terminal Building and the City's Automated Car Wash, as provided in Subsection 9.1, Concessionaire shall be obligated, without cost to City, to maintain the Leased Premises and every part thereof in good appearance, repair, and safe condition. Concessionaire shall maintain and repair all Leasehold Improvements on the Leased Premises and all furnishings, fixtures, and equipment therein, whether installed by Concessionaire or by others, including repainting or redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures, or

furnishings. All such maintenance and repairs shall be at least of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of City. Concessionaire shall be obligated, without cost to City, to provide custodial service to Leased Premises.

- B. Hazardous Conditions. Upon discovery, Concessionaire shall immediately give oral notice to City of any hazardous or potentially hazardous conditions in the Leased Premises or in the Terminal Building. Any hazardous or potentially hazardous condition in the Leased Premises shall be corrected expeditiously upon receipt of notice, oral or written, to the Airport Director. At the direction of the Airport Director, Concessionaire shall close the Leased Premises until such hazardous or potentially hazardous condition is removed.
- C. Trash and Refuse. City shall provide, at no cost to Concessionaire, a container for the adequate sanitary handling of all trash and other refuse caused as a result of the operation of the Leased Premises. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Concessionaire shall keep any areas used for trash and garbage storage prior to removal from Airport in a reasonably clean and orderly condition so as not to unduly attract rodents, pests, or birds, or create an offensive odor.
- D. Transporting Trash and Refuse. In transporting trash and refuse from the Leased Premises, Concessionaire shall ensure that trash is not strewn around while taking refuse to the refuse site. Such disposal shall take place during hours as may be approved by the City.

Subsection 9.3 Utilities.

- A. City shall provide the Leased Premises with heat and air-conditioning to keep the Leased Premises at reasonable temperatures for the conduct of Concessionaire's activities. City shall have the right to set, monitor, adjust and restrict thermostat settings to levels it determines to be appropriate.
- B. City shall provide electricity to the Leased Premises by means of wiring installations, and Concessionaire shall make such connections as required and permitted by building code. At no time shall Concessionaire's use of electric current exceed the capacity of the wiring installation in place.

SECTION 10 - LIENS, PAYMENT, AND PERFORMANCE BONDS

Subsection 10.1 Construction Surety Bond. Concessionaire shall not allow any liens or encumbrances to be attached to the Leased Premises. Prior to the commencement of any construction or alteration hereunder which exceeds \$10,000 in cost, Concessionaire or its contractor shall furnish to City, and without expense to City, a surety bond, issued by a surety company licensed to transact business in the State of Wisconsin and satisfactory to and approved by City with Concessionaire's contractor or contractors as principals, in a sum not less

than one hundred percent (100%) of the total cost of the contract or contracts for the construction or alteration of the improvements and facilities mentioned herein. Said bond shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by said contractor, subcontractor(s), and suppliers in the prosecution of the work provided for in said construction contract and shall protect City from any liability, losses, or damages arising there from.

Subsection 10.2 Security. During the term of this Agreement, the City shall require the Concessionaire to deliver (and thereafter maintain current for the entire term of this Agreement) an instrument of security in a form satisfactory to the City, in its sole discretion, in the amount of twenty-five percent (25%) of Concessionaire's Minimum Annual Guarantee for each year hereunder, in order to secure the performance of all of Concessionaire's obligations under this Agreement, including without limitation, the payment of all the percentages, minimums, fees, charges and costs set out herein. Said security may be in the form of a bond.

SECTION 11 - OPERATION OF LEASED PREMISES: HOURS AND DELIVERIES

Subsection 11.1 Hours of Operation. Concessionaire shall actively operate in the Leased Premises and shall use a business-like operation therein. The Concessionaire shall be open to serve the public seven (7) days per week. In the event no flights are scheduled to arrive on a given calendar day, the staffing requirements may be waived by requesting such in advance with the City. Concessionaire's facilities will be adequately staffed and open at least thirty (30) minutes prior to the earliest scheduled air carrier arrival and at least thirty (30) minutes after the last scheduled arrival. Hours of operation shall be such that passengers of flights arriving or departing from the terminal will be accommodated. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Agreement shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and airline operating schedules. Concessionaire may advise the City of Concessionaire's analysis of the optimum arrangements, but the final determination shall be made by the City based on an analysis of necessary service to the public. Upon notice to Concessionaire by the City of unscheduled commercial passenger aircraft diverted into the Airport, Concessionaire shall, to the extent possible, accommodate the rental car needs of passengers who may deplane from such diverted aircraft.

Subsection 11.2 Delivery of Goods. Concessionaire shall arrange for the timely delivery of all Motor Vehicles and supplies, at such times, in such locations(s), and by such routes as determined by City.

SECTION 12 - QUALITY AND CHARACTER OF SERVICE

Subsection 12.1 Type of Operation. Concessionaire shall maintain and operate the concession privileges granted hereunder in an orderly, proper, and professional manner, which, in the sole judgment of the City, does not unduly annoy, disturb, or offend others at the Airport.

Subsection 12.2 Services to the General Public. Concessionaire understands and agrees that its operation at the Airport necessitates the rendering of public services such as giving directions, and generally assisting the public.

Subsection 12.3 Additional Compliance. Concessionaire shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Agreement.

Subsection 12.4 Personnel.

- A. **General.** Concessionaire shall maintain a sufficient number of properly trained personnel to ensure that all customers of Concessionaire receive prompt and courteous service. All such personnel, while on or about the Leased Premises, shall be polite, clean, appropriately attired, and neat in appearance. Clothing will be neat and clean and present a professional appearance. City shall have the right to object to the demeanor, conduct, and appearance of any employee of Concessionaire, or any of its invitees or those doing business with it, whereupon Concessionaire shall take all steps necessary to remedy the cause of the objection. Concessionaire will ensure that its counter is staffed at all times during the posted hours of operation.
- B. **Manager.** The management, maintenance, and operation of the Leased Premises and the concession conducted thereon shall be at all times during the term hereof under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to represent and act for Concessionaire. Concessionaire shall cause such manager to be available during normal business hours, and Concessionaire will at all times during the absence of such manager assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for carrying out of his or her duties.

SECTION 13 - SIGNS AND ADVERTISING

Subsection 13.1 Definition of Signs. For purposes of this Section, signs shall include, but not necessarily be limited to, identification signs, company logos, regulatory information, advertising, promotions, photographs, art displays, and the like.

Subsection 13.2 Right to Install. Concessionaire shall have the right to install and operate upon or in the Leased Premises at Concessionaire's sole cost and expense, signs containing its name and

representing its business. Concessionaire acknowledges City's desire to maintain a high level of aesthetic quality in the Terminal Building and in all concession facilities throughout the Terminal Building. Therefore, in the exercise of its privilege to install and maintain appropriate signs on the Leased Premises, Concessionaire will submit to City the size, design, content, and intended location of each and every sign it proposes to install on or within the Leased Premises in accordance with the Terminal Signage and Appearance Standards Guidelines and that no signs of any type shall be installed on or within the Leased Premises without the specific prior written approval of the City as to the size, design, content, and location. Handwritten, or hand lettered signs are prohibited. Notwithstanding any prior written approval, upon written notice from the City at any time during the term of this Agreement, Concessionaire shall install, remove, or modify any signs which the Airport Director deems necessary or unnecessary for identification or information to the public, passengers, or other Airport users. Failure to require removal of any sign placed on or about the Leased Premises without written permission shall not limit City's authority to require removal of any unapproved sign. No signage will be permitted on or in the service bay which is viewable to the public.

Subsection 13.3 Signs and Fixtures Outside Premises. Concessionaire shall not place or install any racks, stands, stanchions, notices, trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Leased Premises without the express prior written approval of the Airport Director.

Subsection 13.4 Removal of Signs. Upon the expiration or sooner termination of this Agreement, Concessionaire shall, if requested by the City, remove any and all identification signs and similar devices placed by Concessionaire on or in the Leased Premises or the terminal building. In the event of the failure on the part of Concessionaire to so remove each and every sign as requested by the City, the City may perform such work and, upon demand, Concessionaire shall pay the cost thereof to City.

SECTION 14 – NON-DISCRIMINATION

Subsection 14.1. General Civil Rights Provisions.

The Concessionaire agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the Concessionaire.

The provision obligates the Concessionaire for the period during which the property is owned, used, or possessed by the Concessionaire and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Subsection 14.2. Compliance with Nondiscrimination Requirements.

During the performance of this Agreement, the Concessionaire, for itself, its assignees and successors in interest agrees as follows:

- a. **Compliance with Regulations:** Concessionaire will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are attached as Exhibit D and which are herein incorporated by reference and made a part of this Agreement.
- b. **Nondiscrimination:** Concessionaire, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Concessionaire for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Concessionaire of the Concessionaire's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color or national origin.
- d. **Information and Reports:** Concessionaire will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Concessionaire is in the exclusive possession of another who fails or refuses to furnish the information, the Concessionaire will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of Concessionaire's noncompliance with the non-discrimination provisions of this Agreement, the City will impose such Agreement sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending this Agreement, in whole or in part.
- f. **Incorporation of Provisions:** The Concessionaire will include the provisions of paragraphs a. through f. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Concessionaire will take action with respect to any subcontract or procurement as the

sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Concessionaire may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

SECTION 15 - IDEMNIFICATION AND INSURANCE

Subsection 15.1 Indemnification. To the fullest extent allowable by law, Concessionaire hereby indemnifies and shall defend and hold harmless, at Concessionaire's expense, City, 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 Concessionaire, 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 City. Concessionaire's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the negligent or willful misconduct of City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as City 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.

Concessionaire shall reimburse City, 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. Concessionaire's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Subsection 15.2 Concessionaire to Provide General Liability and Automobile Insurance.

Concessionaire shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

- A. Commercial General Liability Insurance of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage;
- B. Automobile Insurance of not less than \$5,000,000 per occurrence;

- C. To the extent that Concessionaire employs any employees or as otherwise required by law, Workers' Compensation with Wisconsin statutory limits and Employers' Liability Insurance with limits not less than \$100,000 bodily injury by accident, \$100,000 bodily injury by disease with a policy limit by disease of \$500,000.

Subsection 15.3 Concessionaire to Provide Property and Fire Insurance. Concessionaire, at its own expense, shall insure all Leasehold Improvements and furnishings, fixtures and equipment for fire, extended coverage, vandalism, and malicious mischief. Such insurance shall be in an amount equal to the full insurable replacement value of such improvements. All property insurance policies shall contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder and shall contain a waiver of subrogation provision in favor of the City. Concessionaire and City agree that any payments received by either from such insuring companies by reason of loss under such policy or policies shall be applied toward repair and reconstruction of said Leasehold Improvements and repair or replacement of leasehold improvements, furnishings, fixtures and equipment.

Subsection 15.4 Both Concessionaire and City to Carry Property Insurance. It is understood that both Concessionaire and City carry insurance in the form of Causes of Loss – Special Form (direct physical loss unless the loss is excluded or limited in the policy), Insurance Services Office form CP 10 30 09 17 or its equivalent (hereinafter called "Insurance Coverage") on the leased structural part of the premises, permanent improvements and loss of income, (in the case of City) and on Leasehold Improvements, furniture, furnishings, equipment, inventory and loss of income, (in the case of Concessionaire), and said Insurance Coverage authorizes a waiver of subrogation between City and Concessionaire, and the parties wish to enter into such waiver of subrogation to the extent of the said Insurance Coverage; therefore, to the extent that City collects under its Insurance Coverage, City waives any and all claims against Concessionaire, its agents, servants, and employees, for loss or damage to City's property resulting from risks included in said Insurance Coverage; and, to the extent that Concessionaire collects under its Insurance Coverage, Concessionaire waives any and all claims against City, its agents, servants, and employees, for loss or damage to Concessionaire's property resulting from risks included in said Insurance Coverage. If this waiver by the parties shall render fully any such insurance policy or shall result in the denial of coverage for a party under such policy, then the provision paragraph shall be deemed to be null and void.

Subsection 15.5 Insurance Certificate. A certificate evidencing insurance required by Subsection 15.2 and 15.3, and listing the City of La Crosse as additional insured, shall be filed with City prior to the commencement of construction, furnishing, and equipping of Leasehold Improvements by Concessionaire upon the Leased Premises, and such certificate shall provide that such Insurance Coverage will not be canceled or reduced without at least thirty (30) days prior written notice to City. At least ten (10) days prior

to the expiration of any such policy, a certificate showing that such Insurance Coverage has been renewed shall be filed with City. If such Insurance Coverage is canceled or reduced, Concessionaire shall within fifteen (15) days after receipt of written notice from City of such cancellation or reduction in coverage, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

Subsection 15.6 Concessionaire Failure to Provide Certificates. In the event that Concessionaire shall at any time fail to furnish City with the certificate or certificates required under this Section, City, upon written notice to Concessionaire of its intention so to do, shall have the right to obtain the required insurance, at the cost and expense of Concessionaire, and Concessionaire agrees to promptly reimburse City for the cost thereof, plus fifteen percent (15%) thereof for administrative overhead.

SECTION 16 - DAMAGE OR DESTRUCTION OF LEASED PREMISES

Subsection 16.1 Partial Damage. If all or a portion of the Leased Premises is partially damaged by fire, explosion, the elements, public enemy, or other casualty, but not rendered untenable, the same will be repaired with due diligence by City subject to the limitations of Subsection 16.4; provided, however, to the extent that such damage or destruction is not covered by insurance, Concessionaire shall be responsible for reimbursing City for the cost and expenses insured in such repair to the extent that the damage is caused by the negligent act or omission of Concessionaire, its sublessees, agents, or employees.

Subsection 16.2 Extensive Damage. If the damages referred to in Subsection 16.1 shall be so extensive as to render the Terminal Building Premises untenable, but capable of being repaired in thirty (30) days, the same shall be repaired with due diligence by City subject to the limitations of Subsection 16.4; and the charges payable herein for the MAG and Rent under Section 5.1 shall abate from the time of such damage or destruction until such time as the said Leased Premises are fully restored and certified by City's Engineers as ready for occupancy; provided, however, the said fees and charges will not abate and to the extent that such damage or destruction is not covered by insurance, Concessionaire shall be responsible for reimbursing City for the cost and expenses incurred in such repair to the extent that the damage is caused by the negligent act or omission of Concessionaire, its sublessees, agents, or employees.

Subsection 16.3 Complete Destruction. In the event the Terminal Building premises are completely destroyed by fire, explosion, the elements, the public enemy, or other casualty, or so damaged that they are untenable and cannot be replaced for more than thirty (30) days, City shall undertake the repair, replacement, and reconstruction of said Leased Premises; and charges payable herein for the MAG and Rent under Section 5.1, shall abate as of the time of such damage or destruction

until such time as the said Leased Premises are fully restored and certified by City as ready for occupancy. However, said fees and charges will not abate and to the extent that such damage or destruction is not covered by insurance, Concessionaire shall be responsible for reimbursing City for the costs and expenses incurred in said repair to the extent that the damage is caused by the negligent act or omission of Concessionaire, its sublessees, agents, or employees. If, within ninety days (90) after the time of such damage or destruction, the City has not determined if said Leased Premises shall be repaired or reconstructed, Concessionaire may cancel this Agreement in its entirety.

Subsection 16.4 Limits of City's Obligations Defined. It is understood that, in the application of the foregoing Subsections, City's obligations shall be limited to repair or reconstruction of the Leased Premises to the same extent and of equal quality as obtained at the commencement of operations hereunder, subject to funding and appropriation. Redecoration and replacement of furniture, fixtures, equipment, and supplies shall be the responsibility of Concessionaire and any such redecoration, refurbishing, and re-equipping shall be of equivalent quality to that existing at the time of damage or destruction.

SECTION 17 - CANCELLATION

Subsection 17.1 Cancellation by Concessionaire. Concessionaire may cancel this Agreement and terminate all its obligations hereunder upon or after the happening of one or more of the following events and provided that Concessionaire is not in default in the payment of any fees or charges to City:

- A. The abandonment of the Airport as an airline terminal or the removal of all certificated passenger airline service from the Airport for a period of no less than thirty (30) consecutive days.
- B. The inability of Concessionaire to use the Airport for a period of longer than ninety (90) days, because of the issuance of any order, rule, or regulation by any competent governmental authority or court having jurisdiction over Concessionaire or City, preventing Concessionaire from operating its business; provided, however, that such inability or such order, rule, or regulation is not primarily due to any fault of Concessionaire.
- C. The material breach by City in the performance of any covenant or agreement herein required to be performed by City and the failure of City to remedy such breach for a period of sixty (60) days after receipt from Concessionaire of written notice to remedy the same.

Subsection 17.2 Cancellation by City. City may cancel this Agreement and terminate all of its obligations hereunder at any time that City is not in default, upon or after the happening of any of the following events:

- A. Concessionaire shall file a voluntary petition in bankruptcy; or
- B. Proceedings in bankruptcy shall be instituted against Concessionaire and Concessionaire is

- thereafter adjudicated bankrupt pursuant to such proceedings; or
- C. A court shall take jurisdiction of Concessionaire and its assets pursuant to proceedings brought under the provisions of any federal reorganization act; or
 - D. A receiver of Concessionaire's assets shall be appointed; or
 - E. Concessionaire voluntarily abandons its conduct of its business at the Airport for a period of thirty (30) days, except if such is due to a labor strike or labor dispute in which Concessionaire is involved; or
 - F. Any assignment is made by Concessionaire for the benefit of its creditors; or
 - G. The material breach by Concessionaire of any of the covenants or agreements herein contained and the failure of Concessionaire to remedy such breach as hereinafter provided. In this regard it is understood that nonpayment of fees or charges hereunder is a material breach. In the event of such material breach, City shall give to Concessionaire notice in writing to correct such breach and if such breach shall continue for fifteen (15) days after the receipt of such notice by Concessionaire, City may, after the lapse of said fifteen (15) day period, cancel this Agreement, without forfeiture, waiver, or release of City's rights to any sum of money due or to become due under the provisions of this Agreement.
 - H. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in such manner as to substantially restrict Concessionaire, for a period of at least thirty (30) days, from its Airport operation.

Subsection 17.3 Termination. Should an early termination of this Agreement occur pursuant to the terms of Subsection 17.2 hereof, City shall have the right to re-enter the Leased Premises, make repairs as necessary, and enter into another agreement for the Leased Premises and privileges, or any part thereof, for the remainder of the term hereof.

Subsection 17.4 Notice of Termination. If any of the events enumerated in Subsections 17.1 and 17.2 shall occur and after due notice the defaulting party has failed to cure or correct same, the complaining party may, at any time thereafter during the continuance of said default, terminate this Agreement by notice in writing, such cancellation and termination to be effective upon the date specified in such notice.

SECTION 18 - PROPERTY RIGHTS UPON TERMINATION OR CANCELLATION

Subsection 18.1 Rights Upon Termination or Cancellation. Upon proper termination or cancellation of this Agreement for any reason except those outlined in Subsections 17.1 and 17.2, City shall have the right to require removal by Concessionaire of all Trade Fixtures, personal property, and expendables owned by Concessionaire; and Concessionaire shall immediately remove such Trade

Fixtures, personal property, and expendables. Concessionaire shall reimburse City for the cost of any repairs required as a result of Concessionaire's removal of said Trade Fixtures, personal property, and expendables. At the request of Concessionaire, City may, at its discretion, take title to any or all such Trade Fixtures, personal property, or expendables, at no cost to City. Should Concessionaire fail to remove Trade Fixtures, personal property, or expendables, City shall do so and all labor and materials required to remove Concessionaire's Trade Fixtures, personal property, and expendables shall be paid by Concessionaire.

Subsection 18.2 Rights Upon Termination Because of Default by City. In the event this Agreement is canceled by Concessionaire for any of the reasons outlined in Section 17.1, damages to the Concessionaire shall be limited as follows:

- A. Leasehold or Fixed Improvements. With respect to Leasehold Improvements paid for by Concessionaire from its own funds, said damages shall be Net Book Value of said improvements, determined on a straight-line basis over the term of the agreement. Upon payment by City to Concessionaire of said damages, all such Leasehold Improvements shall become the sole property of City. Concessionaire may, at its option, remove such permanent improvements in lieu of accepting said Net Book Value.
- B. Personal Property and Proprietary Trade Fixtures. Except as provided herein above, Concessionaire shall remove all personal property and Trade Fixtures, and shall reimburse City for the cost of any repairs required as a result of Concessionaire's removal of such property and fixtures.

SECTION 19 - NONWAIVER OF RIGHTS

Continued performance by either party hereto pursuant to the terms of this Agreement after a default of any of the terms, covenants, and conditions herein contained to be performed, kept, or observed by the other party hereto shall not be deemed a waiver of any right to cancel this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

SECTION 20 - SURRENDER OF POSSESSION

Concessionaire shall, upon termination of this Agreement or cancellation, quit and deliver up the Leased Premises and privileges to City peaceably and quietly, with the Leased Premises being in as good order and condition as the same now are or may be hereafter improved by Concessionaire or City, reasonable use and wear thereof excepted. In addition to any lien provided by Wisconsin law, City shall have a specific lien on all property of Concessionaire, excluding Concessionaire's vehicles, and related equipment on the Leased Premises as security for nonpayment. Concessionaire shall have the right to remove all of its trade fixtures and equipment installed or placed by it at its own expense, in, on or about

the Premises; subject however, to any valid lien which City may have thereon for unpaid charges or fees.

SECTION 21 - TAXES AND LICENSES

Concessionaire shall obtain and pay for all licenses or permits necessary or required by law for the construction of improvements, the installation of equipment and furnishings, and any other licenses necessary for the conduct of its operations hereunder.

SECTION 22 - INSPECTION OF PREMISES

City or its duly authorized representatives, or agents, and other persons for it, may enter upon said Leased Premises at any and all reasonable times during the term of this Agreement for the purpose and conditions hereof or for any other purpose incidental to rights of City.

SECTION 23 - HOLDING OVER

Should Concessionaire holdover said Leased Premises after this Agreement has terminated in any manner, Concessionaire shall continue such holding over only at sufferance to City. In the event of such holding over, City shall be entitled to collect from Concessionaire, 1.10 times the amount of Year Five's minimum annual guarantee. All other terms and conditions in such holdover shall be the same as herein provided.

SECTION 24 - QUIET ENJOYMENT

City agrees that Concessionaire, upon payment of the fees and charges and all other payments to be paid by Concessionaire under the terms of this Agreement, and upon observing and keeping the agreements and covenants of this Agreement on the part of Concessionaire to be observed and kept, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Agreement.

SECTION 25 - NO LIENS

Concessionaire shall pay for all labor done or materials furnished in the repair, replacement, development, or improvement of the Premises by Concessionaire, and shall keep said Leased Premises and Concessionaire's possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by Concessionaire's act or omission.

SECTION 26 - OPERATIONS AND SECURITY AGREEMENTS

Subsection 26.1 Compliance with Transportation Security Regulations under 49 CFR 1542.

Concessionaire agrees to comply with, and enforce, all regulations duly issued by the Transportation Security Administration through the Airport's Airport Security Program, Security Directives, or other means that now or in the future may exist. In addition, concessionaire agrees to abide by all local rules, regulations, and laws as issued and approved by the City in accordance with the La Crosse Municipal

Code and the laws of the State of Wisconsin. Concessionaire further agrees that any fines levied upon the City or Concessionaire through enforcement of these regulations because of acts by Concessionaire's employees, agents, suppliers, guests, or patrons shall be borne by Concessionaire to the extent said acts contributed to said fines.

Subsection 26.2 Compliance with Federal Aviation Regulations under 14 CFR Part 139.

Concessionaire agrees to comply with Federal Aviation Regulations and the Airport's policies as outlined in the Airport's Federal Aviation Administration approved Airport Certification Manual, Advisory Circulars, or other legal means as may exist now or in the future. In addition, concessionaire agrees to abide by all local rules, regulations, and laws as issued and approved by the City in accordance with the La Crosse Municipal Code and the laws of the State of Wisconsin. Concessionaire further agrees that any fines levied upon the City or Concessionaire through enforcement of these regulations because of acts by Concessionaire's employees, agents, suppliers, guests, or patrons shall be borne by Concessionaire to the extent said acts contributed to said fines.

SECTION 27 - AGREEMENT SUBORDINATE TO AGREEMENTS WITH THE UNITED STATES

This Agreement is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for Airport purposes, and the expenditure of federal funds for the extension, expansion, or development of the Airport. Should the effect of such Agreement with the United States government be to take any of the property under lease or substantially destroy the commercial value of such improvements, City shall terminate this Agreement.

SECTION 28 - RIGHTS AND PRIVILEGES OF CITY

- A. City shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which Concessionaire agrees to observe and obey, with respect to the use of the Airport, Airport Terminal Building and appurtenances, provided that such rules and regulations shall not be inconsistent with safety, current rules and regulations of the FAA, and any future changes prescribed from time to time by the FAA.
- B. City's Airport Director is hereby designated as its official representative for the enforcement of all provisions in this Agreement with full power to represent City in dealings with Concessionaire in connection with the rights herein granted, except where City grants a specific right or responsibility to another through the La Crosse Municipal Code.
- C. The City may enter upon the Leased Premises, now or hereafter leased to Concessionaire hereunder, at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or in the exercise of its governmental

functions.

- D. City reserves the right to further plan, develop, improve, remodel and/or reconfigure the Airport, including the Leased Premises and existing vehicle and pedestrian traffic patterns; as the City deems appropriate, regardless of the desires or views of Concessionaire, and without interference or hindrance.
- E. During the time of war or National Emergency, City shall have the right to lease the landing area of the Airport, or any part of the Airport, thereof, to the United States Government for military or national use, and if any lease is executed, the provisions of this instrument insofar as they are inconsistent with the provision of the lease to the Government, shall be suspended.
- F. City hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport, and the right to pursue all operations of the Airport.
- G. City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the City, would limit the usefulness of the Airport, or constitute a hazard to aircraft.
- H. City may from time to time increase the size or capacity of any such public Aircraft Facilities or Terminal Building or common use portion of the Airport or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently, provided notice is given to Concessionaire.
- I. This Agreement may be reopened at any time for renegotiation if Federal Aviation Administration Airport Certification requirements under 14 CFR Part 139 or Transportation Security Administration Requirements under 49 CFR 1542 result in major expenditures to City due to Concessionaire's tenancy on the Airport. If said renegotiation is desired, written notice must be given to Concessionaire sixty (60) days prior to such renegotiations.
- J. City reserves the right to relocate the Leased Premises upon the completion of any Terminal Building remodel or expansion. City will not be liable for the costs associated with the moving or reinstallation of Concessionaire's equipment.

SECTION 29 - ACCESS CONTROL

- A. Concessionaire shall upon termination of this agreement return all issued keys to City. If all issued keys are not returned to City at the termination of this Agreement, Concessionaire shall pay to City cost to re-core premises locks and cut new keys at the rate set at the time of

such re-core.

- B. Concessionaire is responsible for all keys issued to employees of Concessionaire. If a key is lost, Concessionaire shall immediately notify City and shall pay to City cost to re-core premises locks and cut new keys at the rate set at the time of such re-core.
- C. Concessionaire is ultimately responsible for all access media issued to Concessionaire employees including all fees levied for failure to return said access media.

SECTION 30 – NO PERSONAL LIABILITY

Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of City have any personal liability arising out of this Agreement, and Concessionaire shall not seek or claim any such personal liability.

SECTION 31 – 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.

SECTION 32 – 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.

SECTION 33 – NOTIFICATION

Concessionaire shall:

- A. As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify City in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Concessionaire with respect thereto.
- B. Promptly notify City of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Concessionaire contained in this Agreement to be untrue.
- C. Notify City, 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 Concessionaire or any guarantor or an investigation, clean-

up, removal, remedial action or other response by or on the part of Concessionaire or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Concessionaire or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

SECTION 34 – 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.

SECTION 35 – ASSIGNMENT, SUBLET, AND TRANSFER

Concessionaire shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of City, which shall not be unreasonably withheld or delayed. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Concessionaire shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.

SECTION 36 – 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.

SECTION 37 – CONFLICTS OF INTEREST

Concessionaire 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. Concessionaire further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Concessionaire or its employee must be disclosed to City.

SECTION 38 – POLITICAL ACTIVITIES

Concessionaire shall not engage in any political activities while in performance of any and all services and work under this Agreement.

SECTION 39 – 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 City, granting approvals or conditions attendant with such approval, the specific action of City shall be deemed controlling.

SECTION 40 – 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.

SECTION 41 – 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.

SECTION 42 – 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: La Crosse Regional Airport Attn: Airport Director 2850 Airport Rd La Crosse, WI 54603	Copy to: Attn. City Attorney City of La Crosse 400 La Crosse Street La Crosse, WI 54601
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To the Concessionaire: Avis Budget Car Rental, LLC
6 Sylvan Way
Parsippany, New Jersey, 07054

SECTION 43 – PUBLIC RECORD LAW

Concessionaire understands and acknowledges that City is subject to the Public Records Law of the State of Wisconsin. As such, Concessionaire agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to each Operations Year of this Agreement as set forth in Subsection 6.1(A), for a period of not less than seven (7) years after the end of each Operations Year, including seven (7) years following the termination or expiration of this Agreement. Concessionaire agrees to assist City in complying with any public records request that City receives pertaining to this Agreement. Additionally, Concessionaire agrees to indemnify and hold harmless City, 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 Concessionaire's actions or omissions which contribute to City's inability to comply with the Public Records Law. In the event that Concessionaire decides not to retain its records for a period of seven (7) years after the end of each Operations Year, then it shall provide written notice to City whereupon La Crosse shall take custody of said records assuming such records are not already maintained by City. This provision shall survive the termination of this Agreement.

SECTION 44 – 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.

SECTION 45 – 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.

SECTION 46 – COMPLIANCE WITH LAW

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

SECTION 47 – FORCE MAJEURE

City shall not be responsible to Concessionaire and Concessionaire shall not be responsible to City 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.

SECTION 48 – GOOD STANDING

Concessionaire 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. Concessionaire 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.

SECTION 49 - 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.

SECTION 50 - GOVERNMENTAL APPROVALS

Concessionaire acknowledges that specific undertakings of City variously described in this Agreement may require approvals from the City of La Crosse Common Council, its duly established board and commissions, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Concessionaire further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council. City's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. City 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.

SECTION 51 – 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.

SECTION 52 – 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.

SECTION 53 – SURVIVAL

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

SECTION 54 – MORE FAVORABLE TERMS

In the event the City shall enter into any lease or agreement with any other rental car operator within the Terminal Building, that agreement will not contain more favorable terms than this Agreement, unless the same rights, privileges, and more favorable terms are concurrently made available to Concessionaire.

SECTION 55 – ENVIRONMENTAL

Subsection 55.1 Disposal, Use and Storage of Hazardous Materials.

Disposal of Hazardous Materials on the Airport is strictly prohibited. Storage and use of Hazardous Materials on the Airport is prohibited, except:

- A. Concessionaire may store and use Hazardous Materials on the Leased Premises in a safe and prudent manner and in accordance with the requirements of all applicable Environmental Laws but only for those kinds and quantities of Hazardous Materials that are normally used in conducting the activities permitted under this Agreement. Concessionaire shall provide City with a copy of any application for a permit for use or storage of Hazardous Materials on the Leased Premises from any regulatory agency responsible for enforcement of Environmental Laws, and shall also a copy of any permit received from such agency; and
- B. Concessionaire may use Hazardous Materials on the Airport other than the Leased Premises only in a safe and prudent manner and in accordance with the requirements of all applicable Environmental Laws but only for those kinds and quantities of Hazardous Materials which are commonly used in conducting the activities permitted under this Agreement.

Subsection 55.2 Liability.

Concessionaire shall be solely and fully responsible and liable for:

- A. Storage, use or disposal of Hazardous Materials on the Leased Premises or the Airport, by Concessionaire, Concessionaire's officers, agents, employees, or contractors,
- B. Any Hazardous Material release which is caused by or results from the activities of Concessionaire, Concessionaire's officers, agents, employees, or contractors on the Leased Premises or the Airport.

Subsection 55.3 Prevention of Release.

Concessionaire shall take all necessary precautions to prevent its activities from causing any Hazardous Material release to occur on the Leased Premises or the Airport, including, but not limited to any release into soil, groundwater, or City's sewage or storm drainage system.

Subsection 55.4 Obligation to Investigate and Remediate.

Concessionaire, at Concessionaire's sole cost and expense, shall promptly investigate and remediate, in accordance with requirements of all applicable Environmental Laws:

- A. Any release or threat of release of Hazardous Material on the Leased Premises or the Airport, including, but not limited to, into soil or groundwater, or City's sewage or storm drainage system which was caused or results in whole or in part from the activities of Concessionaire, Concessionaire's officers, agents, employees, contractors, permittees or invitees; except that Concessionaire shall have no responsibility for any release or threat of release of Hazardous Material which Concessionaire establishes was caused by the sole negligence or willful misconduct of City, City's officers, agents, employees, contractors, or permittees by any third party, or by migration of Hazardous Materials onto the premises from a specifically identifiable source off the use premises. In addition to all other rights and remedies of City hereunder, if Concessionaire does not promptly commence, and diligently pursue to remediate, to the extent required, any such release, or threat of release, of Hazardous Materials for which it has responsibility under this section, City, in its discretion, may pay to have same remediated and Concessionaire shall reimburse City plus a fifteen percent administration fee within fifteen (15) business days of City's demand for payment. The failure to commence investigation and provide City with a schedule for diligent completion of the remediation within thirty (30) days after discovery of such release, or threat of release, of Hazardous Material shall constitute prima facie evidence of failure to promptly commence remediation. The demand for payment by City shall be prima facie evidence that expense was incurred by City.

Subsection 55.5 Records and Inspections.

- A. Concessionaire will maintain a chemical inventory list of hazardous materials stored on site in accordance with state and federal regulations. The Concessionaire will also maintain manifests for all hazardous or regulated wastes transported and disposed of off-site.
- B. Upon reasonable notice by City, Concessionaire shall make available for review by City such records pertaining to the use, handling, and disposal of any Hazardous Material(s) as Concessionaire is required to maintain under this section.
- C. City shall have the right, under the terms hereof, and upon reasonable notice for exclusive use space, to enter the Leased Premises during the Term hereof to conduct periodic

environmental inspections and testing. City shall conduct each inspection or test in a manner that does not unreasonably interfere with Concessionaire's operations.

Subsection 55.6 Concessionaire Obligations upon Termination.

Prior to vacating the Leased Premises, and in addition to all other requirements under this Agreement, Concessionaire shall remove any containers of Hazardous Materials placed on the Leased Premises during the Term by Concessionaire or as a result of Concessionaire's use or occupancy of the Leased Premises during the Term and shall demonstrate to City's reasonable satisfaction that such removal is in compliance with all applicable Environmental Laws, including without limitation conducting any environmental audits as may be required by City.

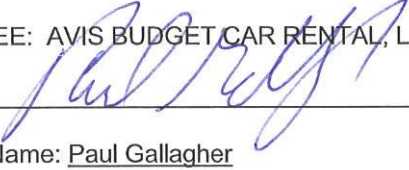
Subsection 55.7 Storm Water.

- A. Notwithstanding any other provisions or terms of this Agreement, Concessionaire acknowledges that certain properties within the Airport, or on City-owned land, are subject to storm water rules and regulations. Concessionaire agrees to observe and abide by such storm water rules and regulations as may be applicable to City's property and Concessionaire's uses thereof.
- B. Concessionaire acknowledges that any storm water discharge permit issued to City may name Concessionaire as a co-permittee. City and Concessionaire both acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to insure safety and to minimize cost of compliance. Concessionaire acknowledges further that it may be necessary to undertake such actions to minimize the exposure of storm water to "significant materials" generated, stored, handled or otherwise used by Concessionaire, as such term may be defined by applicable storm water rules and regulations, by implementing and maintaining "best management practices" as that term may be defined in applicable storm water rules and regulations.
- C. City will provide Concessionaire with written notice of any storm water discharge permit requirements applicable to Concessionaire and with which Concessionaire will be obligated to comply from time-to-time, including, but not limited to: certification of non-storm water discharges; collection of storm water samples; preparation of storm water pollution prevention or similar plans; implementation of best management practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Concessionaire agrees that within thirty (30) days of receipt of such written notice it shall notify City in writing if it disputes any of the storm water permit requirements it is being directed to undertake. If Concessionaire does not provide such timely notice, Concessionaire will be deemed to assent to undertake such storm water permit requirements. In that event, Concessionaire agrees to undertake, at its sole expense, unless otherwise agreed to in writing between City and Concessionaire, those storm water permit requirements for which it has received written

notice from City, and Concessionaire agrees that it will hold harmless and indemnify City for any violations or non-compliance with any such permit requirements.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

ATTEST:
By: 
Donna A. Shabinaw, Paralegal
Properties & Facilities

LESSEE: AVIS BUDGET CAR RENTAL, LLC
By: 
Print Name: Paul Gallagher
Title: Assistant Secretary
Date: 4/28/2023

ATTEST:
By: _____
Ian Turner, Airport Director

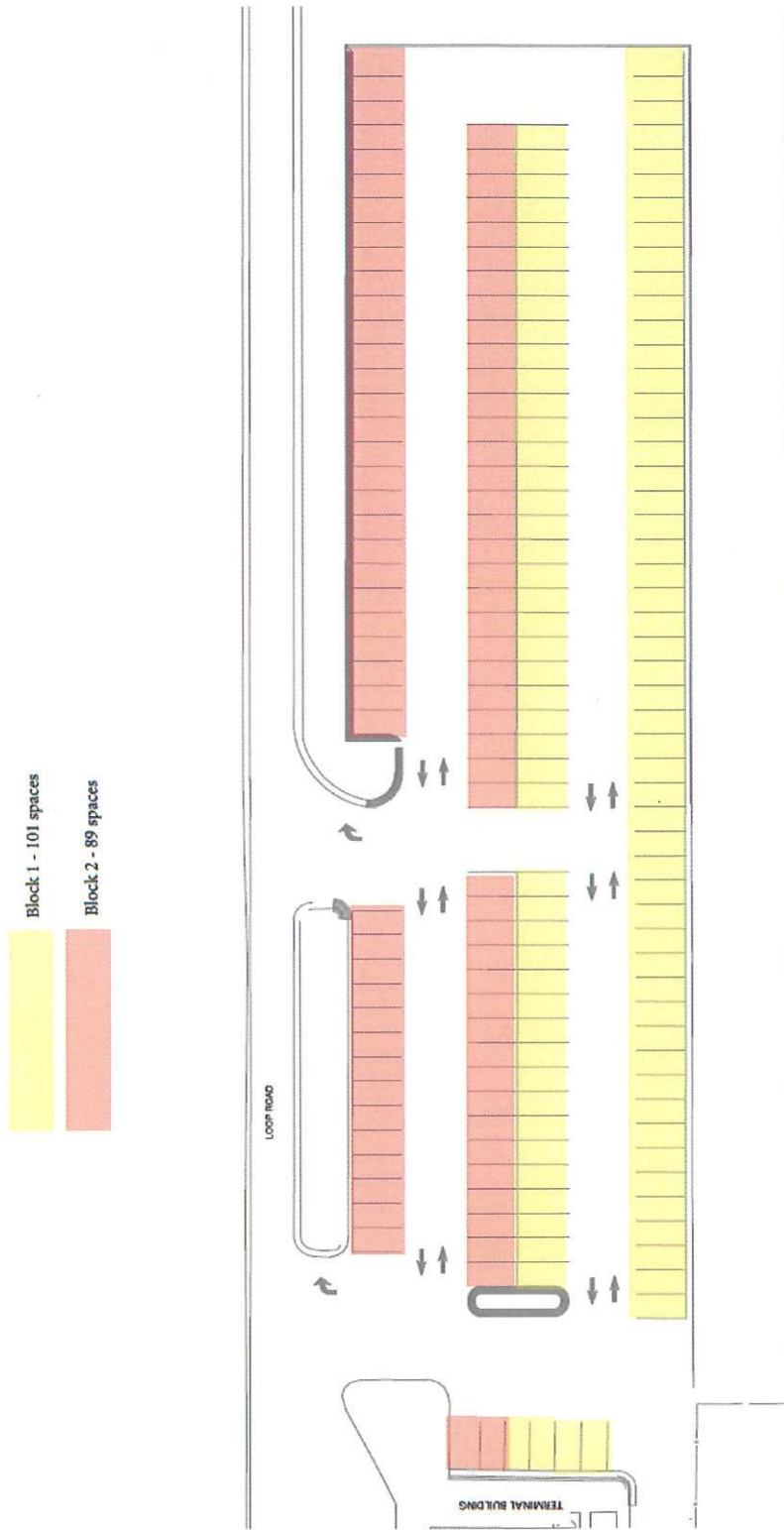
LESSOR: CITY OF LA CROSSE
By: _____
Mayor Mitch Reynolds
Date: _____
By: _____
City Clerk Nikki Elsen
Date: _____

EXHIBIT A1 - COUNTER/OFFICE/QUEUING AREAS



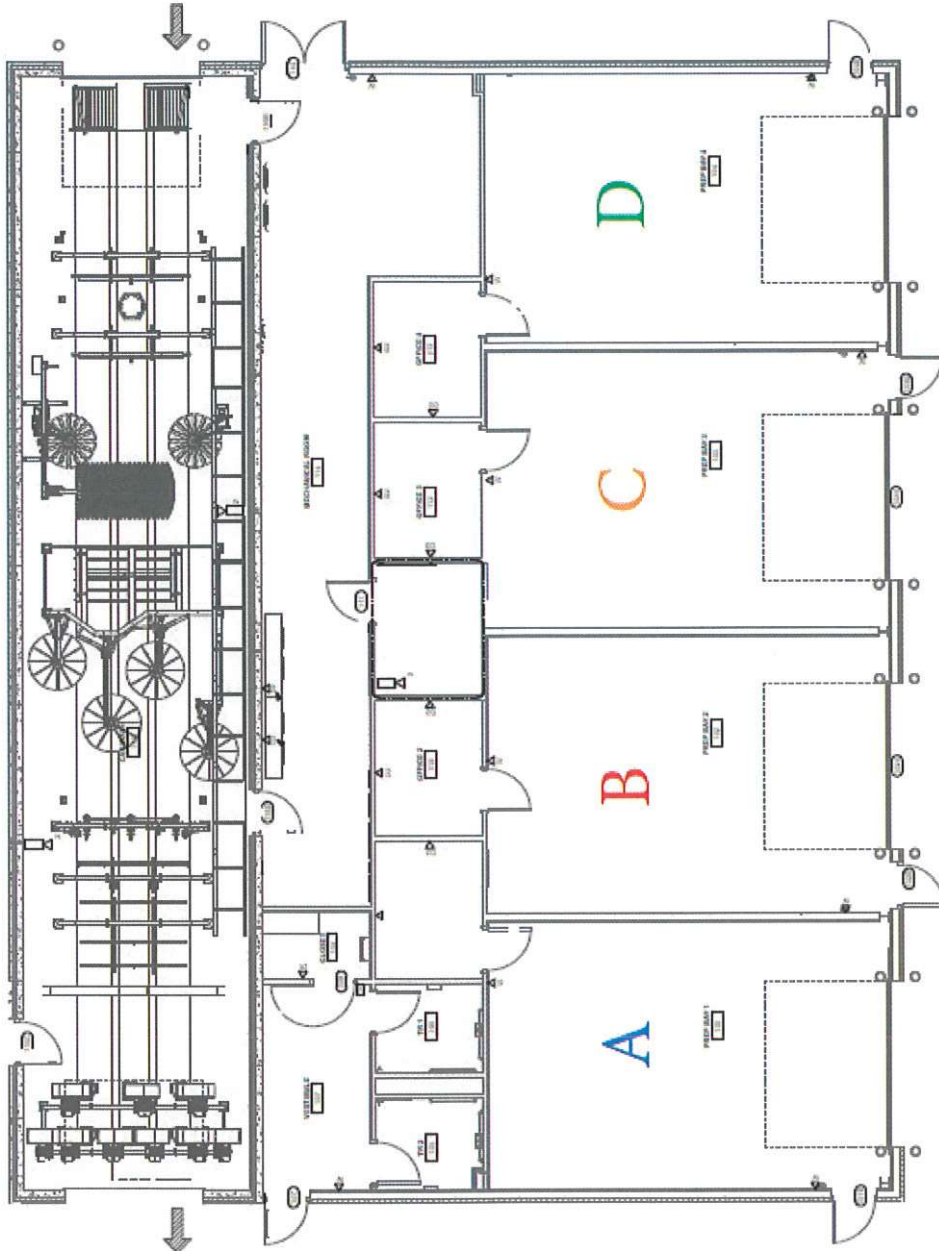
Avis Budget Car Rental LLC – B

EXHIBIT A2 - READY/RETURN BLOCKS



Avis Budget Car Rental LLC – **Block 2**

EXHIBIT A3 - AUTOMATED CAR WASH AND SERVICE BAYS



Avis Budget Car Rental LLC – Bay D

EXHIBIT B – MONTHLY REPORT

**LA CROSSE REGIONAL AIRPORT
RENTAL CAR MONTHLY REPORT OF GROSS REVENUES**

FOR THE MONTH OF _____

CONCESSIONAIRE _____

Gross Revenue:

Time and Mileage	\$ _____
Fuel	\$ _____
Insurance	\$ _____
Ancillary Charges	\$ _____
Airport Recoup Fee	\$ _____
Licensee Recoup Fee	\$ _____
Gov't Admin Rental Fee	\$ _____
Miscellaneous	\$ _____

Subtotal \$ _____

Privilege Fee Due - 10% \$ _____

Less: Monthly Guarantee paid 1st of month: \$ _____

Privilege Fee Balance Due (1) \$ _____

Total Number of Rental Contracts _____

Total Number of Rental Days _____

CFC Due (@\$4.00 per Rental Day) (2) \$ _____

Amount Due with this Report (1) + (2) \$ _____

Concessionaire Official Signing and Certifying accuracy of information on this report:

Signature _____

Typed Name & Title _____

Date Signed _____

Phone Number: _____

Email Address: _____

REMIT THIS FORM AND PAYMENT TO:

**LA CROSSE REGIONAL AIRPORT
2850 AIRPORT ROAD
LA CROSSE, WI 54603**

EXHIBIT C – SAMPLE RENTAL CAR ACDBE ANNUAL PARTICIPATION REPORT

Date: _____ **Reporting Period:** FFY ending September 30, 20____

Concessionaire:

Concessionaire Contact:

Concessionaire Gross Revenue for FFY (October 1 – September 30) \$ _____

Concessionaire reports _____ **% ACDBE participation through the following means:**

The Concessionaire is a certified ACDBE? **Yes** **No**

The Concessionaire subleased a portion of the agreement to an ACDBE? **Yes** **No**

If yes, ACDBE generated _____ **% of the annual gross revenue reported.**

ACDBE Name:

ACDBE Contact:

ACDBE Phone:

The Concessionaire is a joint-venture with an ACDBE partner? **Yes** **No**

If yes, what percentage share of the partnership did the ACDBE control during the reporting period? _____ **%**

ACDBE Name:

ACDBE Contact:

ACDBE Phone:

(Partnership must comply with the FAA Guidance on Joint Ventures)

The Concessionaire achieved ACDBE participation through goods and services? **Yes** **No**

If yes, complete "Concessionaire Reporting Form: ACDBE Participation by Goods and Services."

Submit report to La Crosse Regional Airport, ACDBE Liaison Officer

Concessionaire Reporting Form: ACDBE Participation by Goods and Services

Use multiple sheets as needed.

Column A	Column B	Column C	Column D	Column E	Column F	Column G	
ACDBE Name and Address	Description of Service Performed	NAICS	Date of Certification by W/UCP	National/Regional or Local Service ¹	Airport Pro-Rated Share ²	ACDBE Participation in USD ³	ACDBE Dollar Value of Participation (COL-E x COL-F) ⁴
				National/Regional Local			
				National/Regional Local			
				National/Regional Local			
				National/Regional Local			
				National/Regional Local			
				National/Regional Local			

Sheet _____ of _____

¹ Service performed exclusively to support LSE operation is considered local. All others are considered National/Regional
² If Column D is local, weight is 100%. All other weight is the pro-rated share for LSE's estimated gross revenue by total estimated gross revenue for all other airports covered by agreement. [§ 23.53(f)]
³ Total ACDBE value to concessionaire for all airports ACDBE performs service under the applicable contract.
⁴ Multiply the Airport Weight by ACDBE participation to find LSE's ACDBE value.

EXHIBIT D - TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this Agreement, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Concessionaire") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

May 16, 2023

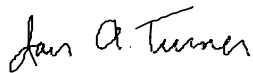
Honorable Mayor Mitch Reynolds
Common Council Members

Ladies and Gentleman:

The Aviation Board, at its last regular meeting, recommended the Common Council adopt item 23-0516 – *Resolution approving a non-exclusive rental car concession agreement with Avis Budget Car Rental, LLC.*

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

Respectfully Submitted,



Ian Turner
Airport Director



Aviation Board

OFFICERS • Chairman: Tamra Dickinson, Vice Chairman: Neil Duresky
MEMBERS • Drake Hokanson, William Blank, Ryan Seib, Jeanie Groskreutz, Rick Cornforth
EX OFFICIO • Tonya Townsell, David Winiacki



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-0517

Agenda Date: 6/1/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution approving a non-exclusive car rental concession agreement with Enterprise Rent-A-Car Company of Wisconsin, LLC.

RESOLUTION

WHEREAS, the La Crosse Regional Airport issued Request for Proposal AIR-2023-01 for non-exclusive airport rental car concession operations; and

WHEREAS, the request for proposals resulted in bids including that of Enterprise Rent-A-Car Company of Wisconsin, a Delaware limited liability company, doing business as Enterprise Rent-A-Car Company and National Car Rental; and

WHEREAS, the proposer was deemed to be responsive after review of all proposals.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approve the non-exclusive car rental concession agreement with Enterprise Rent-A-Car Company of Wisconsin, LLC.

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

BE IT FURTHER RESOLVED that the Airport Director and City Attorney are authorized and directed to take all necessary steps to implement this resolution.



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID

Caption

23-0517

Resolution approving a non-exclusive car rental concession agreement with Enterprise Rent-A-Car Company of Wisconsin, LLC

Staff/Department Responsible for Legislation

Airport

Requestor of Legislation

Ian Turner

Location, if applicable

Summary/Purpose

This resolution approves a five year non-exclusive car rental concession agreement with Enterprise Rent-A-Car Company of Wisconsin, LLC, dba Enterprise Rent-A-Car and National Car Rental to rent cars at the La Crosse Regional Airport

Background

Existing car rental contracts expire on July 31, 2023. In anticipation of the agreements expiring, the La Crosse Regional Airport issued a request for proposal to interested car rental agencies to operate non-exclusive car rental businesses for a five year period beginning August 1, 2023. Two submissions were received and both were responsive.

Fiscal Impact

Year 1 revenue from this agreement totals a minimum of \$190,293.12.

Staff Recommendation

Airport staff recommend approval of this item.



CONCESSION AGREEMENT

NON-EXCLUSIVE RENTAL CAR CONCESSION

La Crosse Regional Airport
La Crosse, Wisconsin

between

La Crosse Regional Airport
City of La Crosse, Wisconsin

and

Enterprise Rent-A-Car Company of Wisconsin, LLC
DBA Enterprise Rent-A-Car and National Car Rental
Concessionaire

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**RENTAL CAR CONCESSION
La Crosse Regional Airport
La Crosse, Wisconsin**

THIS CONCESSION AGREEMENT ("**Agreement**") is made and entered into this 8th day of June 2023, by and between the City of La Crosse (the "**City**"), a municipal corporation and existing under the laws of the State of Wisconsin, whose address is 400 La Crosse St., La Crosse, Wisconsin 54601, hereinafter referred to as "City" and "Enterprise Rent-A-Car Company of Wisconsin, LLC" operating as Enterprise Rent-A-Car and National Car Rental, (hereinafter referred to as "**Concessionaire**"), a Delaware Limited Liability Company with its office and address being S17W22650 Lincoln Ave., Waukesha, WI 53186, with a mailing address of S17W22650 Lincoln Ave., Waukesha, WI 53186.

WITNESSETH:

WHEREAS, City controls, owns, operates, and maintains an airport in the City of La Crosse, County of La Crosse, State of Wisconsin, known as La Crosse Regional Airport (hereinafter referred to as "Airport"), and has the power to grant rights and privileges with respect thereto; and

WHEREAS, the City has determined it to be in the best interests of the public and the City to enter into this Agreement with Concessionaire to provide rental car concession services at the Airport pursuant and subject to the terms and conditions hereunder,

NOW, THEREFORE, THE PARTIES AGREE:

DEFINITIONS

The following terms and phrases shall have the following meanings for purposes of this Agreement:

1. "ACDBE" shall mean airport concession disadvantaged business enterprise as that term is defined by 49 CFR Part 23.
2. "Airport Director" shall mean the Airport Director of the City's Airport, or his or her designee, appointed under City of La Crosse Municipal Code to manage the Airport and represent City with relation to this agreement.
3. "City" shall mean the public body corporation existing under the laws of the State of Wisconsin, including its board and commissions, which controls, operates, and maintains the La Crosse Regional Airport.
4. "Environmental Law" shall mean any federal, state or local law, rule, regulation, order or requirement relating to protection of human health and safety or the environment.
5. "Gross Revenues" as used herein shall mean, as determined in the reasonable discretion of the City, all amounts charged to its customers by Concessionaire for or in connection with agreements it secures through its operations and business at the Airport, regardless of whether such amount is actually paid to or received by Concessionaire. Gross Revenues shall include all monies or other consideration of any nature paid or payable to Concessionaire by customers for all sales made and

services performed for cash, credit, or consideration in connection with automobile and vehicle rentals or other products or services provided to persons through Concessionaire's operations at the Airport, without regard to the ownership, area, fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to Concessionaire's customers and without regard to whether the vehicles or other products are returned to the Airport or to some other location.

Gross Revenues may not be reduced by promotional or other discounts not given directly to the customer at the time of rental. The retroactive adjustment by Concessionaire of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any other purpose, is prohibited.

Gross Revenues shall include anything and everything that is not specifically excluded. The only exclusions from Gross Revenues permitted under this Agreement shall be the specific exclusions set forth below:

- Federal, state, county, city or municipal sales, use, or excise taxes now in effect or hereinafter levied on Concessionaire's operations which are separately stated on customers' rental contracts and collected from customers of Concessionaire;
 - Those fees referred to in this Agreement as Customer Facility Charges, hereinafter "CFC", which for the purpose of this Agreement shall include all customer facility charges, authorized pursuant to City Resolution #2012-12-043 and as may be amended;
 - Amounts received specifically for the actual loss of or damages of vehicles or other property of Concessionaire;
 - Amounts received from the sale of vehicles off-Airport premises; provided, however, any amounts paid in connection with automobile and vehicle rentals or other products or services provided to persons through Concessionaire's operations that are applied to or otherwise reimbursed as a result of the sale of a vehicle shall not be excluded from Gross Revenues; and
 - Reimbursements for amounts actually paid to third parties for windshield replacement, towing, parking tickets, impound fees, tolls and other governmental fines and fees.
6. "Hazardous Material" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, and includes any material or substance identified, listed, or defined as a "hazardous waste," "hazardous substance," "pollutant," "contaminant," or term of similar import, or is otherwise regulated pursuant to Environmental Laws including: asbestos, asbestos-containing materials, petroleum, petroleum produces, crude oil, natural gas, natural gas liquids, or any fraction of said products.

7. "Leasehold Improvements" shall mean all improvements and equipment which are affixed to the Leased Premises and which cannot be removed without material damage to the Premises.
8. "Operations Year" shall mean August 1 through July 31 annually.
9. "Personal Property" shall mean all movable property of the Concessionaire not directly related to the rental car operations of the privileges granted hereunder, including, office furniture, office equipment, office supplies, and information technology equipment.
10. "Refurbish" or "Refurbishment" shall mean the routine repainting or redecoration of public areas within the Leased Premises, as necessary, including the replacement or repair of worn carpet, tile, furniture, or furnishings.
11. "Rental Car" or "Motor Vehicles" shall mean motor vehicles designed primarily for the carriage of passengers and commonly classified as sedans, coupes, convertibles, four-wheel drive vehicles, passenger vans, sports utility vehicles, and pick-up trucks rated three-quarter-ton or less.
12. "Terminal Building" shall mean the terminal building at the Airport.
13. "Trade Fixtures" shall mean all non-affixed items, except expendables and Personal Property, which can be removed without damage to the Leased Premises, including cash registers, safes, patron tables and chairs, display fixtures, and the like.
14. "Transaction" shall mean the execution of an agreement or contract for the rental of a Motor Vehicle; or, the payment of funds or completion of a cash or credit transaction for payment for rental of a Motor Vehicle; or delivery of a Motor Vehicle to a customer for use in exchange for cash, credit, or any other consideration.
15. "Transaction Day" shall mean each twenty-four (24) hour period or portion thereof, for which a customer of a Rental Car concessionaire rents or otherwise enters into a similar arrangement for the use of a Motor Vehicle and for which the Rental Car concessionaire collects revenue from the customer. Late returns (after twenty-four (24) hours) shall be considered a Transaction Day.

SECTION 1 – LEASED PREMISES

- A. City hereby leases to Concessionaire and Concessionaire hereby agrees to lease from City the following premises, which, collectively, are hereinafter called the "Leased Premises": Two Hundred Seventy-Six (276) square feet of counter/office/queuing area C in the terminal building, Block #1 the ready return area containing approximately 101 ready/return parking spaces outside and adjacent to the terminal building, and service bay #N/A (did not elect to lease) in the south long term public parking lot. Said Leased Premises is more particularly shown on **Exhibits A1, A2, and A3** attached hereto and by this reference made a part hereof.
- B. Concessionaire agrees that its Leased Premises have been inspected by Concessionaire and are accepted and will be occupied by Concessionaire on an "as is" basis. The Concessionaire specifically waives any covenants or warranties regarding the Premises, including but not limited to any warranty of suitability and warranty of fitness.

SECTION 2 - TERM

The term of this Agreement is for a five (5) year period commencing on August 1, 2023 and terminating on July 31, 2028 unless sooner terminated or canceled as hereinafter provided.

SECTION 3 - USES, PRIVILEGES, COBRANDING AND OBLIGATIONS

Concessionaire shall have the following uses, privileges, and obligations in connection with its use of the Leased Premises:

- A. The non-exclusive right, privilege, and obligation to conduct and operate a rental car, van, or truck rental concession at the Airport including all necessary and ancillary services customarily associated with car rental concessions at public airports within the United States of America or airport of similar size and capacity. Concessionaire shall furnish good, prompt and efficient service and shall at all times have available a sufficient number of Vehicles (a fleet of no fewer than thirty-five (35)) to meet all reasonably foreseeable demands of the traveling public. Co-Branding by Concessionaire is limited to two brands per concession space as listed in its submitted proposal. It being understood that no more than two brands under rental car agencies who are owned by the same parent company may operate from any one concession space during the term of this agreement. Concessionaire understands and agrees that it shall not engage in any other business on the Airport under this Agreement.
- B. The right, privilege, and obligation to rent and check-in rental vehicles, including the right to offer for sale related collision damage waiver protection, personal injury and accident insurance, personal effects insurance, and such other travel or vehicle related coverage offered in connection with and incidental to the rental of a vehicle and occupancy of operations office, storage, and Ready and Return car parking spaces. It is the intent of this Agreement that the rental car customers of Concessionaire will operate the vehicle rented only from the ready spaces provided herein, and Concessionaire shall not engage in customer shuttle operations of any kind to, from, or on the Airport. This does not prohibit the picking up of a customer from the Fixed Base Operator (FBO). No trucks larger than three-quarter ton pickup type/style will be allowed in the ready lot unless approved in writing in advance by the Airport Director. Concessionaire shall not park, store, or rent from Premises any vehicles except Motor Vehicles as defined herein that it owns or rents and are properly available for rental as provided herein.
- C. The non-exclusive right and privilege to wash vehicles rented by Concessionaire under the provisions of this Agreement in the City's automated car wash.
- D. If a service bay is rented, the right and privilege to service vehicles rented by the Concessionaire under the provisions of this Agreement in the service bay identified in Section 1. Concessionaire shall use the service bay for the following activities only: vehicle hand washing, cleaning, fluid replacement, vacuuming, and related activities as are necessary for preparing its vehicles for rental.

- E. The right of ingress and egress to and from the Premises, which are subject to reasonable rules and regulations as may be established by Airport as respecting such use and subject to law.
- F. Concessionaire shall install no signs on or about the Premises without the prior written approval of the City, said approval being solely discretionary with the Airport Director. All signs shall be subject to Section 13, *Signs and Advertising*.
- G. The right for Concessionaire's employees, in common with other employees of tenants of the Terminal Building, to use vehicular parking space provided by City, subject to the payment of reasonable charges therefore, as set by the City. Employee parking shall only be allowed in those areas designated by the Airport. Concessionaire employees shall not park personal vehicles in the Leased Premises.
- H. *Airport Concession Disadvantaged Business Enterprise Program*
 - 1. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23 related to the airport concession disadvantaged business enterprises (ACDBE) program. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.
 - 2. The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.
 - 3. Each year Concessionaire no later than February 1st shall provide to City the following annual ACDBE information: the name and address of each certified ACDBE with which it has done business during the past federal fiscal year (October through September), a description of the nature of the services performed by and/or items purchased from each firm named, and the amount spent with each firm named. The ACDBE must be certified by the Wisconsin Unified Certification Program. A sample reporting form is provided as Exhibit C. Concessionaire may use the sample report provided or a form of similar level of detail satisfactory to the City.
 - 4. Each year Concessionaire no later than February 1st shall provide to City data, as prescribed by the City, for the purpose to calculate and update ACDBE goals for this concession.

SECTION 4 - RESTRICTIONS ON USES AND PRIVILEGES

The Premises shall be used only for the purposes specified in this Agreement. Concessionaire understands and agrees that City has the right to grant up to three additional privileges under separate agreements for in-terminal rental car operations to other companies.

Prohibited Activities at the service bay include:

- A. Concessionaire shall not utilize the service bay for vehicle storage other than vehicles for rent in the process of being serviced.
- B. Concessionaire shall not utilize the service bay for any maintenance or for the storage of damaged vehicles.
- C. Concessionaire shall not allow its customers or the general public to enter the service bay.
- D. Concessionaire shall not permit its employees to vacuum or wash their personal vehicles at the service bay.
- E. Concessionaire shall not permit service bay doors to remain open when the service bay is not in use.

SECTION 5 - PRIVILEGE FEE, RENTS, AND FEES

Subsection 5.1 Privilege Fee, Rent and Fees.

- A. *Privilege Fee.* As consideration for the privilege of operating the concession hereunder, Concessionaire shall pay to City each Operations Year, for the full term of this Agreement, a Privilege Fee. Said Privilege Fee shall be the greater of either the guaranteed Minimum Annual Privilege Fee or the Percentage Fee applicable to Gross Revenues, hereinafter defined, as follows:

- 1. Privilege Fee – the greater of either:
 - a. ten percent (10%) of the Concessionaire’s annual Gross Revenues (“Percentage Privilege Fee”);

OR

- b. the respective yearly amount shown below as the Concessionaire’s Minimum Annual Guaranteed fee (“MAG”):

August 1, 2023 to July 31, 2024	\$	66,000.00
August 1, 2024 to July 31, 2025	\$	66,666.66
August 1, 2025 to July 31, 2026	\$	68,000.00
August 1, 2026 to July 31, 2027	\$	69,000.00
August 1, 2027 to July 31, 2028	\$	70,000.00

- 2. Monthly payment shall be the greater of 1/12th of the respective year’s MAG or 10% of reported gross revenues for the previous month. The MAG payment shall be paid in advance on the first (1st) day of each month during each Operations Year, until such time as the Concessionaire has paid to the Airport an amount equal to the respective annual MAG identified in Section 5.1(A)(1)(b) above. On or before the 20th of each month the Concessionaire shall provide the Airport with: i) a signed and certified Report of Gross Revenues for the preceding month and ii) payment of any percentage Privilege Fee

shown to be due for the preceding month, as designated on Exhibit B, attached hereto and made a part hereof. Once the sum of Privilege Fee payments remitted has reached the MAG in any given Operations Year, the Concessionaire may cease remittance of the 1/12th of the respective year's MAG on the first (1st) day of each month for the remainder of that Operations Year. For each and every month after the annual MAG has been reached the Concessionaire shall continue to report the full 10% of reported gross revenues for the previous month.

B. Rent - All Rents set forth in this Section 5, Paragraph B, Subsection 1, are subject to Wisconsin sales tax and other applicable taxes which shall be collected by the City in addition to the rent listed in a, and b below:

1. Rent for Premises

Concessionaire shall pay to the City, in advance, on the 1st day of each month the following rent:

a) For the period commencing August 1, 2023 through December 31, 2023, Concessionaire shall pay the sum of Fifty Five Dollars and Twelve Cents (\$55.12) per square foot per annum for Two Hundred Seventy-Six (276) square feet of counter/office/queuing position in the Terminal Building. Thereafter, commencing January 1, 2024, January 1, 2025, January 1, 2026, January 1, 2027, and January 1, 2028 the per square foot per annum rent shall be at the cost recovery rental rate per square foot calculated for the Terminal Building on an annual basis.

b) For the period commencing August 1, 2023 through December 31, 2023, Concessionaire shall pay the sum of One Hundred Nine Thousand Eighty Dollars (\$109,080), per annum for Ready Return Block #1 as shown on Exhibit A2. On January 1 of each year for the period of this Lease, commencing January 1, 2024, the rental amounts for the parking block, shall be adjusted in accordance with the Consumer Price Index – National Index for All Urban Consumers for the previous calendar year. Said adjustment shall be computed as follows:

$$\begin{aligned} &\text{Most recent year's rate} \times \\ &\quad (\text{CPI for October of most recent year} / \\ &\quad \text{CPI for October of the next most recent year}) = \text{New Rate} \end{aligned}$$

c) For the period commencing August 1, 2023 through December 31, 2023, Concessionaire shall pay the sum of Twenty Four Thousand Dollars (\$24,000), per annum for any service bay rented as described in Section 1(A). On January 1 of each year for the period of this Lease, commencing January 1, 2024, the rental amounts for the service bay, shall be adjusted in accordance with the Consumer

Price Index – National Index for All Urban Consumers for the previous calendar year, as described above. **(Concessionaire has not elected to lease a space).**

C. Additional Fees – All Fees set forth in this Section 5, Paragraph B, are subject to Wisconsin sales tax and other applicable taxes which shall be collected by the City in addition to the rent listed in a, and b below:

1. The Concessionaire shall collect the CFCs on behalf of the Airport and remit to the Airport, in accordance with the City's CFC resolution, the full amount of the Transaction Day fee collected from each Rental Car customer.
2. In the event Concessionaire chooses to use the City's automated car wash, the Concessionaire shall pay to the City a per wash fee as set in the adopted Airport Schedule of Fees. Payment shall be due within thirty (30) days of invoice date.
3. In the event Concessionaire chooses to use the fuel system, the Concessionaire shall pay to the City an annual fuel system access fee to utilize the fuel facilities. Additionally, the Concessionaire will pay to the City based on actual gallons pumped a per gallon fuel rate set in the adopted Airport Schedule of Fees. Payment shall be due within thirty (30) days of invoice date.
4. In the event Concessionaire chooses to utilize overflow parking, the Concessionaire shall pay to the City a daily rate per vehicle determined by the City for overflow parking of its rental cars for use by Airport customers in the public parking lot. Payment shall be due within thirty (30) days of invoice date.

D. Any and all payments due to the City by Concessionaire shall be remitted to the following address:

La Crosse Regional Airport
Attn: Airport Director
2850 Airport Road
La Crosse, WI 54603

E. Year End Adjustments to Privilege Fees, Rents and Fees.

In the event the amount of payments made during the preceding Operations Year exceeds the total of any payments due for such Operations Year, the excess payment shall be credited against the payments for the next Operations Year, except that any excess payment during the final Operations Year of this Agreement will be returned to the Concessionaire within thirty (30)

days after the Airport's acceptance of the final Certified Statement described in this Section. Concessionaire shall submit separate system generated reports for each brand name operated.

- F. Concessionaire's Right of Abatement. In the event that the following condition exists during the term of this Agreement, the minimum annual guarantee hereinabove provided for in Section 5.1(A)(1)(b) shall be abated for the period of time the condition exists:
1. A major traffic reduction at the Airport. A major traffic reduction shall be defined as a not less than twenty-five percent (25%) reduction in the number of passengers deplaning on scheduled airline flights at the Airport during any period of three (3) consecutive calendar months as compared to the number of such deplaning passengers in the same calendar months during the preceding calendar year.
 2. The abatement amount for those months that are abated as defined in Section 5(F)(1) will be the prorated reduction of that month's 1/12th payment of the minimum annual guarantee. For example, if May, June and July have a traffic reduction of 27%, 30% and 26% respectively, then the 1/12th minimum annual guarantee payment for May would be reduced by 27%, June would be reduced by 30%, and July would be reduced by 26%.
 3. If the major traffic reduction continues for additional months, the proportional abatement will continue as well, until there is a month when traffic does not fall below the twenty-five percent (25%) threshold, at which time the full minimum annual guarantee payment shall be made for such month.
 4. This major traffic reduction can only be identified after any three-month period ends; however, the major traffic reduction exists for any three-month period when all three months had a not less than twenty-five percent (25%) reduction in passenger deplanements. Overpayments of the MAG will be credited to the Concessionaire during the year-end reconciliation process described in Section 5(E).

SECTION 6 – ACCOUNTING RECORDS

Subsection 6.1 Statements, Books, and Records; Delinquent Rentals.

- A. Monthly Statements; Books and Records. Within twenty (20) days after the close of each calendar month of the term of this Agreement, Concessionaire shall submit to City, in such detail and on the statement form designated as Exhibit B or as may reasonably be specified by City, certain information, including but not limited to, the number of Transactions executed during the preceding month, the number of Transaction Days Motor Vehicles were rented during the preceding month, and the statement of its Gross Revenues during the preceding month upon which the percentage payments to City set forth in Subsection 5.1(A)(1) are to be computed, and said Exhibit B statement to be signed by a responsible accounting officer of Concessionaire. City reserves the right to change the form of the monthly statement and to require the submission by

Concessionaire of other information pertaining to the Gross Revenues hereunder, and Concessionaire agrees to change the form of its statements to that requested by City and to provide any such additional information City may reasonably request. Concessionaire shall keep full and accurate books and records showing all of its Gross Revenues hereunder, and City shall have the right, through its representatives and at reasonable times, at its own expense, to inspect, examine, copy, and audit such books and records, including State of Wisconsin sales tax return records. Concessionaire hereby agrees that all such books and records will be made available to City for at least seven (7) years following the period covered by such books and records.

- B. Annual Certified Statements. Each year during the term of this Agreement, Concessionaire shall provide to City a written statement, certified by an independent Certified Public Accountant, to City stating that in his or her opinion the Percentage Fees paid by Concessionaire to City during the preceding year pursuant to this Agreement were made in accordance with the terms of this Agreement. Said statement shall be submitted by Concessionaire, to be received by City within ninety (90) days of the end of each Operations Year. Such statement shall also contain a list of the Gross Revenues, by month, as shown on the books and records of Concessionaire and which were used to compute the Percentage Fee payments made to City during the period covered by said statement.
- C. Delinquent Rentals and Fees. Without waiving any other right or action available to City in the event of default in the payment of charges or fees payable to City, pursuant to this Agreement, Concessionaire shall pay to City a late payment fee of Fifty Dollars (\$50.00) per occurrence plus interest thereon at the rate of one and one-half percent (1.5%) per month from the date such payment was due and payable until paid.

Subsection 6.2 Audit. City reserves the right to audit Concessionaire's books and records pertaining to the Leased Premises, at its own expense, at any time for the purpose of verifying the Gross Revenues and Privilege Fee calculation hereunder for any period three (3) years prior to such audit. If, however, as a result of such audit, it is established that Concessionaire has understated the Gross Revenues received from all operations at the Leased Premises by two percent (2%) or more (after the deductions and exclusions herein), the entire expense of said audit shall be borne by Concessionaire. Any additional Privilege Fee due shall forthwith be paid by Concessionaire to City with interest thereon at one and one-half percent (1.5%) per month from the date such additional Privilege Fee became due.

SECTION 7 - INSTALLATION OF IMPROVEMENTS AND DESIGN, FURNISHING, AND EQUIPPING OF PREMISES

Subsection 7.1 Building Services

- A. City Improvements and Services. City shall initially insure and provide occupancy of the

Leased Premises to Concessionaire with said Leased Premises meeting all federal, state and local code requirements for the operation of a rental car concession. City shall provide and maintain, water, sewer, general lighting, electrical power, heating, and air-conditioning for the Terminal Building. Heating and air conditioning and electrical service are provided to the Leased Premises only. If Concessionaire requires additional lighting, electrical power, water, telephone outlets, or adjustments to the air-conditioning system, such additional improvements or services shall be subject to the prior written approval of Airport Director, and any such approved improvements or services shall be made at Concessionaire's expense.

- B. Concessionaire's Right to Additional Services. Concessionaire shall have the right, at its own expense, to request and receive telephone services or communication systems, provided that any such services or systems shall require the written approval of Airport Director before installation.

Subsection 7.2 Approval of Plans and Specifications; Provision of Drawings.

- A. General. Any improvements to be made to or upon the Leased Premises by Concessionaire, and any subsequent alterations or additions to such improvements, shall be subject to the prior written approval of Airport Director. Full and complete plans and specifications for all work, facilities, improvements, and finishes, and the time required to complete same, shall be submitted to and receive the written approval of Airport Director before any work or construction is commenced, which shall not be unreasonably withheld or delayed. Generally accepted standards of design and construction shall be complied with in connection with all such work, facilities, and improvements. Such construction and alteration shall conform to the general architectural and engineering requirements of the City, which may require the use of a Wisconsin certified engineer or architect. Two (2) copies of plans for all improvements or subsequent changes therein or alterations thereof shall be given to City for review prior to commencement of construction; after final approval by City, City shall return to Concessionaire one (1) approved copy for Concessionaire's records and shall retain one (1) approved copy as an official record thereof.
- B. Improvements Conform to Statutes, Ordinances, Etc. All improvements, furniture, fixtures, equipment, and finishes, including the plans and specifications therefore, constructed or installed by Concessionaire, its agents, or contractors, shall conform in all respects to applicable statutes, ordinances, building codes, rules and regulations, and public bidding laws. Any approval given by City shall not constitute a representation or warranty as to such conformity; responsibility therefore shall at all times remain with Concessionaire.
- C. Approvals Extend to Architectural and Aesthetic Matters. Approval of City shall extend to and include architectural and aesthetic matters and City reserves the right to reasonably reject any layout or design proposals submitted and to require Concessionaire to resubmit any such

layout or design proposals until they meet City approval.

- D. Disapprovals. In the event of disapproval by City of any portion of any plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval to City. City agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations shall be made in said plans or specifications after initial approval by City, and no alterations or improvements shall be made to or upon the Leased Premises without the prior written approval of City.
- E. Provision of As-Built Drawings. Upon completion of any construction project, Concessionaire shall provide City two (2) completed sets of as-built drawings in reproducible form as specified by City. Concessionaire agrees that, upon the request of City, Concessionaire will inspect the Leased Premises jointly with City to verify the as-built drawings.

SECTION 8 - TITLE TO IMPROVEMENTS, STRUCTURAL ALTERATIONS, ETC.

Subsection 8.1 Title. All improvements made to the Leased Premises by Concessionaire, and any additions and alterations thereto made by Concessionaire, shall be and remain the property of Concessionaire until the termination of this Agreement (whether by expiration of the term, cancellation, forfeiture or otherwise), at which time said improvements, except for Trade Fixtures, personal property, and expendables, shall become the property of City, at no cost to City.

Subsection 8.2 Structural Alterations. Concessionaire shall make no structural alterations to the Leased Premises without the prior written consent of Airport Director.

Subsection 8.3 Alterations and Improvements to Airport. Concessionaire acknowledges that from time to time City may undertake construction, repair, or other activities related to the operation, maintenance and repair of the Terminal Building which may temporarily affect Concessionaire's operations hereunder. Concessionaire agrees to accommodate City in such matters, even though Concessionaire's own activities may be inconvenienced, and Concessionaire agrees that no liability shall attach to City, its members, employees, or agents by reason of such inconvenience or impairment. It is agreed that in the event such activities of City substantially impair the operations of Concessionaire under this Agreement, the Minimum Privilege Fee shall be waived during such period of substantial impairment, with what constitutes "substantial impairment" being reasonably determined by City after consultation with Concessionaire. Concessionaire agrees that if relocation is required that Concessionaire shall move its operations as reasonably directed by Airport Director and said move is at Concessionaire's sole cost and expense. If the City elects to relocate Concessionaire during the term of this Agreement, the City will reimburse reasonable and necessary costs associated with the relocation as determined by the City in advance of the relocation.

Subsection 8.4 Removal and Demolition. Concessionaire shall not remove or demolish, in whole or in part, any Leasehold Improvements upon the Leased Premises without the prior written consent of City which may, at its sole discretion, condition such consent upon the obligation of Concessionaire, at Concessionaire's cost, to replace the same by an improvement specified in such consent.

SECTION 9 - MAINTENANCE OF PREMISES AND UTILITIES PROVIDED

Subsection 9.1 Airport Maintenance Obligations.

- A. General Maintenance and Operation. City agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the Airport, including the Terminal Building and all appurtenances, facilities, and services now or hereafter connected therewith.
- B. Structural Maintenance. City shall provide, or cause to be provided, structural maintenance of the Terminal Building and shall provide, or cause to be provided, the washing of all windows (on the outside of the Terminal Building only) in the Leased Premises at periodic intervals.
- C. Maintain Access. City shall, throughout the term of this Agreement, maintain all airport-owned roads on the Airport giving access to the Terminal Building in good and adequate condition for use by cars and trucks and shall maintain free and uninterrupted access to the Terminal Building over said road at all times. City reserves the right to reasonably restrict access to the Terminal Building area for automobile deliveries during peak activity periods.
- D. City's Automated Car Wash. City will maintain and inspect the City's automated car wash as recommended by the manufacturer including routine maintenance of the car wash for normal activities, wear and tear. Normal and routine maintenance of roofs, walls, utility infrastructure, roadways, parking lots, building mechanical systems and structural building components will be performed by City. Wash soaps, rinses, brushes and utilities will be provided by the City. City will provide routine cleaning of the City's automated car wash. City has the exclusive authority to stop the use of the car wash for maintenance, inspections, and weather as is necessary without damage or liability to Concessionaire and at the City's sole discretion. City will take reasonable action to notify Concessionaire for closure of the car wash.

Subsection 9.2 Concessionaire's Maintenance Obligations.

- A. Concessionaire's General Obligations. Except for maintenance of the Terminal Building and the City's Automated Car Wash, as provided in Subsection 9.1, Concessionaire shall be obligated, without cost to City, to maintain the Leased Premises and every part thereof in good appearance, repair, and safe condition. Concessionaire shall maintain and repair all Leasehold Improvements on the Leased Premises and all furnishings, fixtures, and equipment therein, whether installed by Concessionaire or by others, including repainting or redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures, or

furnishings. All such maintenance and repairs shall be at least of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of City. Concessionaire shall be obligated, without cost to City, to provide custodial service to Leased Premises.

- B. Hazardous Conditions. Upon discovery, Concessionaire shall immediately give oral notice to City of any hazardous or potentially hazardous conditions in the Leased Premises or in the Terminal Building. Any hazardous or potentially hazardous condition in the Leased Premises shall be corrected expeditiously upon receipt of notice, oral or written, to the Airport Director. At the direction of the Airport Director, Concessionaire shall close the Leased Premises until such hazardous or potentially hazardous condition is removed.
- C. Trash and Refuse. City shall provide, at no cost to Concessionaire, a container for the adequate sanitary handling of all trash and other refuse caused as a result of the operation of the Leased Premises. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Concessionaire shall keep any areas used for trash and garbage storage prior to removal from Airport in a reasonably clean and orderly condition so as not to unduly attract rodents, pests, or birds, or create an offensive odor.
- D. Transporting Trash and Refuse. In transporting trash and refuse from the Leased Premises, Concessionaire shall ensure that trash is not strewn around while taking refuse to the refuse site. Such disposal shall take place during hours as may be approved by the City.

Subsection 9.3 Utilities.

- A. City shall provide the Leased Premises with heat and air-conditioning to keep the Leased Premises at reasonable temperatures for the conduct of Concessionaire's activities. City shall have the right to set, monitor, adjust and restrict thermostat settings to levels it determines to be appropriate.
- B. City shall provide electricity to the Leased Premises by means of wiring installations, and Concessionaire shall make such connections as required and permitted by building code. At no time shall Concessionaire's use of electric current exceed the capacity of the wiring installation in place.

SECTION 10 - LIENS, PAYMENT, AND PERFORMANCE BONDS

Subsection 10.1 Construction Surety Bond. Concessionaire shall not allow any liens or encumbrances to be attached to the Leased Premises. Prior to the commencement of any construction or alteration hereunder which exceeds \$10,000 in cost, Concessionaire or its contractor shall furnish to City, and without expense to City, a surety bond, issued by a surety company licensed to transact business in the State of Wisconsin and satisfactory to and approved by City with Concessionaire's contractor or contractors as principals, in a sum not less

than one hundred percent (100%) of the total cost of the contract or contracts for the construction or alteration of the improvements and facilities mentioned herein. Said bond shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by said contractor, subcontractor(s), and suppliers in the prosecution of the work provided for in said construction contract and shall protect City from any liability, losses, or damages arising there from.

Subsection 10.2 Security. During the term of this Agreement, the City shall require the Concessionaire to deliver (and thereafter maintain current for the entire term of this Agreement) an instrument of security in a form satisfactory to the City, in its sole discretion, in the amount of twenty-five percent (25%) of Concessionaire's Minimum Annual Guarantee for each year hereunder, in order to secure the performance of all of Concessionaire's obligations under this Agreement, including without limitation, the payment of all the percentages, minimums, fees, charges and costs set out herein. Said security may be in the form of a bond.

SECTION 11 - OPERATION OF LEASED PREMISES: HOURS AND DELIVERIES

Subsection 11.1 Hours of Operation. Concessionaire shall actively operate in the Leased Premises and shall use a business-like operation therein. The Concessionaire shall be open to serve the public seven (7) days per week. In the event no flights are scheduled to arrive on a given calendar day, the staffing requirements may be waived by requesting such in advance with the City. Concessionaire's facilities will be adequately staffed and open at least thirty (30) minutes prior to the earliest scheduled air carrier arrival and at least thirty (30) minutes after the last scheduled arrival. Hours of operation shall be such that passengers of flights arriving or departing from the terminal will be accommodated. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Agreement shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and airline operating schedules. Concessionaire may advise the City of Concessionaire's analysis of the optimum arrangements, but the final determination shall be made by the City based on an analysis of necessary service to the public. Upon notice to Concessionaire by the City of unscheduled commercial passenger aircraft diverted into the Airport, Concessionaire shall, to the extent possible, accommodate the rental car needs of passengers who may deplane from such diverted aircraft.

Subsection 11.2 Delivery of Goods. Concessionaire shall arrange for the timely delivery of all Motor Vehicles and supplies, at such times, in such locations(s), and by such routes as determined by City.

SECTION 12 - QUALITY AND CHARACTER OF SERVICE

Subsection 12.1 Type of Operation. Concessionaire shall maintain and operate the concession privileges granted hereunder in an orderly, proper, and professional manner, which, in the sole judgment of the City, does not unduly annoy, disturb, or offend others at the Airport.

Subsection 12.2 Services to the General Public. Concessionaire understands and agrees that its operation at the Airport necessitates the rendering of public services such as giving directions, and generally assisting the public.

Subsection 12.3 Additional Compliance. Concessionaire shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Agreement.

Subsection 12.4 Personnel.

- A. General. Concessionaire shall maintain a sufficient number of properly trained personnel to ensure that all customers of Concessionaire receive prompt and courteous service. All such personnel, while on or about the Leased Premises, shall be polite, clean, appropriately attired, and neat in appearance. Clothing will be neat and clean and present a professional appearance. City shall have the right to object to the demeanor, conduct, and appearance of any employee of Concessionaire, or any of its invitees or those doing business with it, whereupon Concessionaire shall take all steps necessary to remedy the cause of the objection. Concessionaire will ensure that its counter is staffed at all times during the posted hours of operation.
- B. Manager. The management, maintenance, and operation of the Leased Premises and the concession conducted thereon shall be at all times during the term hereof under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to represent and act for Concessionaire. Concessionaire shall cause such manager to be available during normal business hours, and Concessionaire will at all times during the absence of such manager assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for carrying out of his or her duties.

SECTION 13 - SIGNS AND ADVERTISING

Subsection 13.1 Definition of Signs. For purposes of this Section, signs shall include, but not necessarily be limited to, identification signs, company logos, regulatory information, advertising, promotions, photographs, art displays, and the like.

Subsection 13.2 Right to Install. Concessionaire shall have the right to install and operate upon or in the Leased Premises at Concessionaire's sole cost and expense, signs containing its name and

representing its business. Concessionaire acknowledges City's desire to maintain a high level of aesthetic quality in the Terminal Building and in all concession facilities throughout the Terminal Building. Therefore, in the exercise of its privilege to install and maintain appropriate signs on the Leased Premises, Concessionaire will submit to City the size, design, content, and intended location of each and every sign it proposes to install on or within the Leased Premises in accordance with the Terminal Signage and Appearance Standards Guidelines and that no signs of any type shall be installed on or within the Leased Premises without the specific prior written approval of the City as to the size, design, content, and location. Handwritten, or hand lettered signs are prohibited. Notwithstanding any prior written approval, upon written notice from the City at any time during the term of this Agreement, Concessionaire shall install, remove, or modify any signs which the Airport Director deems necessary or unnecessary for identification or information to the public, passengers, or other Airport users. Failure to require removal of any sign placed on or about the Leased Premises without written permission shall not limit City's authority to require removal of any unapproved sign. No signage will be permitted on or in the service bay which is viewable to the public.

Subsection 13.3 Signs and Fixtures Outside Premises. Concessionaire shall not place or install any racks, stands, stanchions, notices, trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Leased Premises without the express prior written approval of the Airport Director.

Subsection 13.4 Removal of Signs. Upon the expiration or sooner termination of this Agreement, Concessionaire shall, if requested by the City, remove any and all identification signs and similar devices placed by Concessionaire on or in the Leased Premises or the terminal building. In the event of the failure on the part of Concessionaire to so remove each and every sign as requested by the City, the City may perform such work and, upon demand, Concessionaire shall pay the cost thereof to City.

SECTION 14 – NON-DISCRIMINATION

Subsection 14.1. General Civil Rights Provisions.

The Concessionaire agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the Concessionaire.

The provision obligates the Concessionaire for the period during which the property is owned, used, or possessed by the Concessionaire and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Subsection 14.2. Compliance with Nondiscrimination Requirements.

During the performance of this Agreement, the Concessionaire, for itself, its assignees and successors in interest agrees as follows:

- a. Compliance with Regulations: Concessionaire will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are attached as Exhibit D and which are herein incorporated by reference and made a part of this Agreement.
- b. Nondiscrimination: Concessionaire, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Concessionaire for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Concessionaire of the Concessionaire's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color or national origin.
- d. Information and Reports: Concessionaire will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Concessionaire is in the exclusive possession of another who fails or refuses to furnish the information, the Concessionaire will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of Concessionaire's noncompliance with the non-discrimination provisions of this Agreement, the City will impose such Agreement sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending this Agreement, in whole or in part.
- f. Incorporation of Provisions: The Concessionaire will include the provisions of paragraphs a. through f. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Concessionaire will take action with respect to any subcontract or procurement as the

sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Concessionaire may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

SECTION 15 - IDEMNIFICATION AND INSURANCE

Subsection 15.1 Indemnification. To the fullest extent allowable by law, Concessionaire hereby indemnifies and shall defend and hold harmless, at Concessionaire's expense, City, 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 Concessionaire, 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 City. Concessionaire's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the negligent or willful misconduct of City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as City 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.

Concessionaire shall reimburse City, 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. Concessionaire's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Subsection 15.2 Concessionaire to Provide General Liability and Automobile Insurance. Concessionaire shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

- A. Commercial General Liability Insurance of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage;
- B. Automobile Insurance of not less than \$5,000,000 per occurrence;

- C. To the extent that Concessionaire employs any employees or as otherwise required by law, Workers' Compensation with Wisconsin statutory limits and Employers' Liability Insurance with limits not less than \$100,000 bodily injury by accident, \$100,000 bodily injury by disease with a policy limit by disease of \$500,000.

Subsection 15.3 Concessionaire to Provide Property and Fire Insurance. Concessionaire, at its own expense, shall insure all Leasehold Improvements and furnishings, fixtures and equipment for fire, extended coverage, vandalism, and malicious mischief. Such insurance shall be in an amount equal to the full insurable replacement value of such improvements. All property insurance policies shall contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder and shall contain a waiver of subrogation provision in favor of the City. Concessionaire and City agree that any payments received by either from such insuring companies by reason of loss under such policy or policies shall be applied toward repair and reconstruction of said Leasehold Improvements and repair or replacement of leasehold improvements, furnishings, fixtures and equipment.

Subsection 15.4 Both Concessionaire and City to Carry Property Insurance. It is understood that both Concessionaire and City carry insurance in the form of Causes of Loss – Special Form (direct physical loss unless the loss is excluded or limited in the policy), Insurance Services Office form CP 10 30 09 17 or its equivalent (hereinafter called "Insurance Coverage") on the leased structural part of the premises, permanent improvements and loss of income, (in the case of City) and on Leasehold Improvements, furniture, furnishings, equipment, inventory and loss of income, (in the case of Concessionaire), and said Insurance Coverage authorizes a waiver of subrogation between City and Concessionaire, and the parties wish to enter into such waiver of subrogation to the extent of the said Insurance Coverage; therefore, to the extent that City collects under its Insurance Coverage, City waives any and all claims against Concessionaire, its agents, servants, and employees, for loss or damage to City's property resulting from risks included in said Insurance Coverage; and, to the extent that Concessionaire collects under its Insurance Coverage, Concessionaire waives any and all claims against City, its agents, servants, and employees, for loss or damage to Concessionaire's property resulting from risks included in said Insurance Coverage. If this waiver by the parties shall render fully any such insurance policy or shall result in the denial of coverage for a party under such policy, then the provision paragraph shall be deemed to be null and void.

Subsection 15.5 Insurance Certificate. A certificate evidencing insurance required by Subsection 15.2 and 15.3, and listing the City of La Crosse as additional insured, shall be filed with City prior to the commencement of construction, furnishing, and equipping of Leasehold Improvements by Concessionaire upon the Leased Premises, and such certificate shall provide that such Insurance Coverage will not be canceled or reduced without at least thirty (30) days prior written notice to City. At least ten (10) days prior

to the expiration of any such policy, a certificate showing that such Insurance Coverage has been renewed shall be filed with City. If such Insurance Coverage is canceled or reduced, Concessionaire shall within fifteen (15) days after receipt of written notice from City of such cancellation or reduction in coverage, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

Subsection 15.6 Concessionaire Failure to Provide Certificates. In the event that Concessionaire shall at any time fail to furnish City with the certificate or certificates required under this Section, City, upon written notice to Concessionaire of its intention so to do, shall have the right to obtain the required insurance, at the cost and expense of Concessionaire, and Concessionaire agrees to promptly reimburse City for the cost thereof, plus fifteen percent (15%) thereof for administrative overhead.

SECTION 16 - DAMAGE OR DESTRUCTION OF LEASED PREMISES

Subsection 16.1 Partial Damage. If all or a portion of the Leased Premises is partially damaged by fire, explosion, the elements, public enemy, or other casualty, but not rendered untenable, the same will be repaired with due diligence by City subject to the limitations of Subsection 16.4; provided, however, to the extent that such damage or destruction is not covered by insurance, Concessionaire shall be responsible for reimbursing City for the cost and expenses insured in such repair to the extent that the damage is caused by the negligent act or omission of Concessionaire, its sublessees, agents, or employees.

Subsection 16.2 Extensive Damage. If the damages referred to in Subsection 16.1 shall be so extensive as to render the Terminal Building Premises untenable, but capable of being repaired in thirty (30) days, the same shall be repaired with due diligence by City subject to the limitations of Subsection 16.4; and the charges payable herein for the MAG and Rent under Section 5.1 shall abate from the time of such damage or destruction until such time as the said Leased Premises are fully restored and certified by City's Engineers as ready for occupancy; provided, however, the said fees and charges will not abate and to the extent that such damage or destruction is not covered by insurance, Concessionaire shall be responsible for reimbursing City for the cost and expenses incurred in such repair to the extent that the damage is caused by the negligent act or omission of Concessionaire, its sublessees, agents, or employees.

Subsection 16.3 Complete Destruction. In the event the Terminal Building premises are completely destroyed by fire, explosion, the elements, the public enemy, or other casualty, or so damaged that they are untenable and cannot be replaced for more than thirty (30) days, City shall undertake the repair, replacement, and reconstruction of said Leased Premises; and charges payable herein for the MAG and Rent under Section 5.1, shall abate as of the time of such damage or destruction

until such time as the said Leased Premises are fully restored and certified by City as ready for occupancy. However, said fees and charges will not abate and to the extent that such damage or destruction is not covered by insurance, Concessionaire shall be responsible for reimbursing City for the costs and expenses incurred in said repair to the extent that the damage is caused by the negligent act or omission of Concessionaire, its sublessees, agents, or employees. If, within ninety days (90) after the time of such damage or destruction, the City has not determined if said Leased Premises shall be repaired or reconstructed, Concessionaire may cancel this Agreement in its entirety.

Subsection 16.4 Limits of City's Obligations Defined. It is understood that, in the application of the foregoing Subsections, City's obligations shall be limited to repair or reconstruction of the Leased Premises to the same extent and of equal quality as obtained at the commencement of operations hereunder, subject to funding and appropriation. Redecoration and replacement of furniture, fixtures, equipment, and supplies shall be the responsibility of Concessionaire and any such redecoration, refurbishing, and re-equipping shall be of equivalent quality to that existing at the time of damage or destruction.

SECTION 17 - CANCELLATION

Subsection 17.1 Cancellation by Concessionaire. Concessionaire may cancel this Agreement and terminate all its obligations hereunder upon or after the happening of one or more of the following events and provided that Concessionaire is not in default in the payment of any fees or charges to City:

- A. The abandonment of the Airport as an airline terminal or the removal of all certificated passenger airline service from the Airport for a period of no less than thirty (30) consecutive days.
- B. The inability of Concessionaire to use the Airport for a period of longer than ninety (90) days, because of the issuance of any order, rule, or regulation by any competent governmental authority or court having jurisdiction over Concessionaire or City, preventing Concessionaire from operating its business; provided, however, that such inability or such order, rule, or regulation is not primarily due to any fault of Concessionaire.
- C. The material breach by City in the performance of any covenant or agreement herein required to be performed by City and the failure of City to remedy such breach for a period of sixty (60) days after receipt from Concessionaire of written notice to remedy the same.

Subsection 17.2 Cancellation by City. City may cancel this Agreement and terminate all of its obligations hereunder at any time that City is not in default, upon or after the happening of any of the following events:

- A. Concessionaire shall file a voluntary petition in bankruptcy; or
- B. Proceedings in bankruptcy shall be instituted against Concessionaire and Concessionaire is

- thereafter adjudicated bankrupt pursuant to such proceedings; or
- C. A court shall take jurisdiction of Concessionaire and its assets pursuant to proceedings brought under the provisions of any federal reorganization act; or
 - D. A receiver of Concessionaire's assets shall be appointed; or
 - E. Concessionaire voluntarily abandons its conduct of its business at the Airport for a period of thirty (30) days, except if such is due to a labor strike or labor dispute in which Concessionaire is involved; or
 - F. Any assignment is made by Concessionaire for the benefit of its creditors; or
 - G. The material breach by Concessionaire of any of the covenants or agreements herein contained and the failure of Concessionaire to remedy such breach as hereinafter provided. In this regard it is understood that nonpayment of fees or charges hereunder is a material breach. In the event of such material breach, City shall give to Concessionaire notice in writing to correct such breach and if such breach shall continue for fifteen (15) days after the receipt of such notice by Concessionaire, City may, after the lapse of said fifteen (15) day period, cancel this Agreement, without forfeiture, waiver, or release of City's rights to any sum of money due or to become due under the provisions of this Agreement.
 - H. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in such manner as to substantially restrict Concessionaire, for a period of at least thirty (30) days, from its Airport operation.

Subsection 17.3 Termination. Should an early termination of this Agreement occur pursuant to the terms of Subsection 17.2 hereof, City shall have the right to re-enter the Leased Premises, make repairs as necessary, and enter into another agreement for the Leased Premises and privileges, or any part thereof, for the remainder of the term hereof.

Subsection 17.4 Notice of Termination. If any of the events enumerated in Subsections 17.1 and 17.2 shall occur and after due notice the defaulting party has failed to cure or correct same, the complaining party may, at any time thereafter during the continuance of said default, terminate this Agreement by notice in writing, such cancellation and termination to be effective upon the date specified in such notice.

SECTION 18 - PROPERTY RIGHTS UPON TERMINATION OR CANCELLATION

Subsection 18.1 Rights Upon Termination or Cancellation. Upon proper termination or cancellation of this Agreement for any reason except those outlined in Subsections 17.1 and 17.2, City shall have the right to require removal by Concessionaire of all Trade Fixtures, personal property, and expendables owned by Concessionaire; and Concessionaire shall immediately remove such Trade

Fixtures, personal property, and expendables. Concessionaire shall reimburse City for the cost of any repairs required as a result of Concessionaire's removal of said Trade Fixtures, personal property, and expendables. At the request of Concessionaire, City may, at its discretion, take title to any or all such Trade Fixtures, personal property, or expendables, at no cost to City. Should Concessionaire fail to remove Trade Fixtures, personal property, or expendables, City shall do so and all labor and materials required to remove Concessionaire's Trade Fixtures, personal property, and expendables shall be paid by Concessionaire.

Subsection 18.2 Rights Upon Termination Because of Default by City. In the event this Agreement is canceled by Concessionaire for any of the reasons outlined in Section 17.1, damages to the Concessionaire shall be limited as follows:

- A. Leasehold or Fixed Improvements. With respect to Leasehold Improvements paid for by Concessionaire from its own funds, said damages shall be Net Book Value of said improvements, determined on a straight-line basis over the term of the agreement. Upon payment by City to Concessionaire of said damages, all such Leasehold Improvements shall become the sole property of City. Concessionaire may, at its option, remove such permanent improvements in lieu of accepting said Net Book Value.
- B. Personal Property and Proprietary Trade Fixtures. Except as provided herein above, Concessionaire shall remove all personal property and Trade Fixtures, and shall reimburse City for the cost of any repairs required as a result of Concessionaire's removal of such property and fixtures.

SECTION 19 - NONWAIVER OF RIGHTS

Continued performance by either party hereto pursuant to the terms of this Agreement after a default of any of the terms, covenants, and conditions herein contained to be performed, kept, or observed by the other party hereto shall not be deemed a waiver of any right to cancel this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

SECTION 20 - SURRENDER OF POSSESSION

Concessionaire shall, upon termination of this Agreement or cancellation, quit and deliver up the Leased Premises and privileges to City peaceably and quietly, with the Leased Premises being in as good order and condition as the same now are or may be hereafter improved by Concessionaire or City, reasonable use and wear thereof excepted. In addition to any lien provided by Wisconsin law, City shall have a specific lien on all property of Concessionaire, excluding Concessionaire's vehicles, and related equipment on the Leased Premises as security for nonpayment. Concessionaire shall have the right to remove all of its trade fixtures and equipment installed or placed by it at its own expense, in, on or about

the Premises; subject however, to any valid lien which City may have thereon for unpaid charges or fees.

SECTION 21 - TAXES AND LICENSES

Concessionaire shall obtain and pay for all licenses or permits necessary or required by law for the construction of improvements, the installation of equipment and furnishings, and any other licenses necessary for the conduct of its operations hereunder.

SECTION 22 - INSPECTION OF PREMISES

City or its duly authorized representatives, or agents, and other persons for it, may enter upon said Leased Premises at any and all reasonable times during the term of this Agreement for the purpose and conditions hereof or for any other purpose incidental to rights of City.

SECTION 23 - HOLDING OVER

Should Concessionaire holdover said Leased Premises after this Agreement has terminated in any manner, Concessionaire shall continue such holding over only at sufferance to City. In the event of such holding over, City shall be entitled to collect from Concessionaire, 1.10 times the amount of Year Five's minimum annual guarantee. All other terms and conditions in such holdover shall be the same as herein provided.

SECTION 24 - QUIET ENJOYMENT

City agrees that Concessionaire, upon payment of the fees and charges and all other payments to be paid by Concessionaire under the terms of this Agreement, and upon observing and keeping the agreements and covenants of this Agreement on the part of Concessionaire to be observed and kept, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Agreement.

SECTION 25 - NO LIENS

Concessionaire shall pay for all labor done or materials furnished in the repair, replacement, development, or improvement of the Premises by Concessionaire, and shall keep said Leased Premises and Concessionaire's possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by Concessionaire's act or omission.

SECTION 26 - OPERATIONS AND SECURITY AGREEMENTS

Subsection 26.1 Compliance with Transportation Security Regulations under 49 CFR 1542.

Concessionaire agrees to comply with, and enforce, all regulations duly issued by the Transportation Security Administration through the Airport's Airport Security Program, Security Directives, or other means that now or in the future may exist. In addition, concessionaire agrees to abide by all local rules, regulations, and laws as issued and approved by the City in accordance with the La Crosse Municipal

Code and the laws of the State of Wisconsin. Concessionaire further agrees that any fines levied upon the City or Concessionaire through enforcement of these regulations because of acts by Concessionaire's employees, agents, suppliers, guests, or patrons shall be borne by Concessionaire to the extent said acts contributed to said fines.

Subsection 26.2 Compliance with Federal Aviation Regulations under 14 CFR Part 139.

Concessionaire agrees to comply with Federal Aviation Regulations and the Airport's policies as outlined in the Airport's Federal Aviation Administration approved Airport Certification Manual, Advisory Circulars, or other legal means as may exist now or in the future. In addition, concessionaire agrees to abide by all local rules, regulations, and laws as issued and approved by the City in accordance with the La Crosse Municipal Code and the laws of the State of Wisconsin. Concessionaire further agrees that any fines levied upon the City or Concessionaire through enforcement of these regulations because of acts by Concessionaire's employees, agents, suppliers, guests, or patrons shall be borne by Concessionaire to the extent said acts contributed to said fines.

SECTION 27 - AGREEMENT SUBORDINATE TO AGREEMENTS WITH THE UNITED STATES

This Agreement is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for Airport purposes, and the expenditure of federal funds for the extension, expansion, or development of the Airport. Should the effect of such Agreement with the United States government be to take any of the property under lease or substantially destroy the commercial value of such improvements, City shall terminate this Agreement.

SECTION 28 - RIGHTS AND PRIVILEGES OF CITY

- A. City shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which Concessionaire agrees to observe and obey, with respect to the use of the Airport, Airport Terminal Building and appurtenances, provided that such rules and regulations shall not be inconsistent with safety, current rules and regulations of the FAA, and any future changes prescribed from time to time by the FAA.
- B. City's Airport Director is hereby designated as its official representative for the enforcement of all provisions in this Agreement with full power to represent City in dealings with Concessionaire in connection with the rights herein granted, except where City grants a specific right or responsibility to another through the La Crosse Municipal Code.
- C. The City may enter upon the Leased Premises, now or hereafter leased to Concessionaire hereunder, at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or in the exercise of its governmental

- functions.
- D. City reserves the right to further plan, develop, improve, remodel and/or reconfigure the Airport, including the Leased Premises and existing vehicle and pedestrian traffic patterns, as the City deems appropriate, regardless of the desires or views of Concessionaire, and without interference or hindrance.
 - E. During the time of war or National Emergency, City shall have the right to lease the landing area of the Airport, or any part of the Airport, thereof, to the United States Government for military or national use, and if any lease is executed, the provisions of this instrument insofar as they are inconsistent with the provision of the lease to the Government, shall be suspended.
 - F. City hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport, and the right to pursue all operations of the Airport.
 - G. City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the City, would limit the usefulness of the Airport, or constitute a hazard to aircraft.
 - H. City may from time to time increase the size or capacity of any such public Aircraft Facilities or Terminal Building or common use portion of the Airport or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently, provided notice is given to Concessionaire.
 - I. This Agreement may be reopened at any time for renegotiation if Federal Aviation Administration Airport Certification requirements under 14 CFR Part 139 or Transportation Security Administration Requirements under 49 CFR 1542 result in major expenditures to City due to Concessionaire's tenancy on the Airport. If said renegotiation is desired, written notice must be given to Concessionaire sixty (60) days prior to such renegotiations.
 - J. City reserves the right to relocate the Leased Premises upon the completion of any Terminal Building remodel or expansion. City will not be liable for the costs associated with the moving or reinstallation of Concessionaire's equipment.

SECTION 29 - ACCESS CONTROL

- A. Concessionaire shall upon termination of this agreement return all issued keys to City. If all issued keys are not returned to City at the termination of this Agreement, Concessionaire shall pay to City cost to re-core premises locks and cut new keys at the rate set at the time of

such re-core.

- B. Concessionaire is responsible for all keys issued to employees of Concessionaire. If a key is lost, Concessionaire shall immediately notify City and shall pay to City cost to re-core premises locks and cut new keys at the rate set at the time of such re-core.
- C. Concessionaire is ultimately responsible for all access media issued to Concessionaire employees including all fees levied for failure to return said access media.

SECTION 30 – NO PERSONAL LIABILITY

Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of City have any personal liability arising out of this Agreement, and Concessionaire shall not seek or claim any such personal liability.

SECTION 31 – 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.

SECTION 32 – 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.

SECTION 33 – NOTIFICATION

Concessionaire shall:

- A. As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify City in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Concessionaire with respect thereto.
- B. Promptly notify City of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Concessionaire contained in this Agreement to be untrue.
- C. Notify City, 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 Concessionaire or any guarantor or an investigation, clean-

up, removal, remedial action or other response by or on the part of Concessionaire or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Concessionaire or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

SECTION 34 – 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.

SECTION 35 – ASSIGNMENT, SUBLET, AND TRANSFER

Concessionaire shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of City, which shall not be unreasonably withheld or delayed. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Concessionaire shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.

SECTION 36 – 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.

SECTION 37 – CONFLICTS OF INTEREST

Concessionaire 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. Concessionaire further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Concessionaire or its employee must be disclosed to City.

SECTION 38 – POLITICAL ACTIVITIES

Concessionaire shall not engage in any political activities while in performance of any and all services and work under this Agreement.

SECTION 39 – 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 City, granting approvals or conditions attendant with such approval, the specific action of City shall be deemed controlling.

SECTION 40 – 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.

SECTION 41 – 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.

SECTION 42 – 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:	La Crosse Regional Airport	Copy to: Attn. City Attorney
	Attn: Airport Director	City of La Crosse
	2850 Airport Rd	400 La Crosse Street
	La Crosse, WI 54603	La Crosse, WI 54601

To the Concessionaire: Enterprise Rent-A-Car Company of Wisconsin, LLC
S17W22650 Lincoln Ave.
Waukesha, Wisconsin 53184

SECTION 43 – PUBLIC RECORD LAW

Concessionaire understands and acknowledges that City is subject to the Public Records Law of the State of Wisconsin. As such, Concessionaire agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to each Operations Year of this Agreement as set forth in Subsection 6.1(A), for a period of not less than seven (7) years after the end of each Operations Year, including seven (7) years following the termination or expiration of this Agreement. Concessionaire agrees to assist City in complying with any public records request that City receives pertaining to this Agreement. Additionally, Concessionaire agrees to indemnify and hold harmless City, 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 Concessionaire's actions or omissions which contribute to City's inability to comply with the Public Records Law. In the event that Concessionaire decides not to retain its records for a period of seven (7) years after the end of each Operations Year, then it shall provide written notice to City whereupon La Crosse shall take custody of said records assuming such records are not already maintained by City. This provision shall survive the termination of this Agreement.

SECTION 44 – 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.

SECTION 45 – 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.

SECTION 46 – COMPLIANCE WITH LAW

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

SECTION 47 – FORCE MAJEURE

City shall not be responsible to Concessionaire and Concessionaire shall not be responsible to City 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.

SECTION 48 – GOOD STANDING

Concessionaire 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. Concessionaire 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.

SECTION 49 - 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.

SECTION 50 - GOVERNMENTAL APPROVALS

Concessionaire acknowledges that specific undertakings of City variously described in this Agreement may require approvals from the City of La Crosse Common Council, its duly established board and commissions, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Concessionaire further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council. City's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. City 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.

SECTION 51 – 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.

SECTION 52 – 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.

SECTION 53 – SURVIVAL

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

SECTION 54 – MORE FAVORABLE TERMS

In the event the City shall enter into any lease or agreement with any other rental car operator within the Terminal Building, that agreement will not contain more favorable terms than this Agreement, unless the same rights, privileges, and more favorable terms are concurrently made available to Concessionaire.

SECTION 55 – ENVIRONMENTAL

Subsection 55.1 Disposal, Use and Storage of Hazardous Materials.

Disposal of Hazardous Materials on the Airport is strictly prohibited. Storage and use of Hazardous Materials on the Airport is prohibited, except:

- A. Concessionaire may store and use Hazardous Materials on the Leased Premises in a safe and prudent manner and in accordance with the requirements of all applicable Environmental Laws but only for those kinds and quantities of Hazardous Materials that are normally used in conducting the activities permitted under this Agreement. Concessionaire shall provide City with a copy of any application for a permit for use or storage of Hazardous Materials on the Leased Premises from any regulatory agency responsible for enforcement of Environmental Laws, and shall also a copy of any permit received from such agency; and
- B. Concessionaire may use Hazardous Materials on the Airport other than the Leased Premises only in a safe and prudent manner and in accordance with the requirements of all applicable Environmental Laws but only for those kinds and quantities of Hazardous Materials which are commonly used in conducting the activities permitted under this Agreement.

Subsection 55.2 Liability.

Concessionaire shall be solely and fully responsible and liable for:

- A. Storage, use or disposal of Hazardous Materials on the Leased Premises or the Airport, by Concessionaire, Concessionaire's officers, agents, employees, or contractors,
- B. Any Hazardous Material release which is caused by or results from the activities of Concessionaire, Concessionaire's officers, agents, employees, or contractors on the Leased Premises or the Airport.

Subsection 55.3 Prevention of Release.

Concessionaire shall take all necessary precautions to prevent its activities from causing any Hazardous Material release to occur on the Leased Premises or the Airport, including, but not limited to any release into soil, groundwater, or City's sewage or storm drainage system.

Subsection 55.4 Obligation to Investigate and Remediate.

Concessionaire, at Concessionaire's sole cost and expense, shall promptly investigate and remediate, in accordance with requirements of all applicable Environmental Laws:

- A. Any release or threat of release of Hazardous Material on the Leased Premises or the Airport, including, but not limited to, into soil or groundwater, or City's sewage or storm drainage system which was caused or results in whole or in part from the activities of Concessionaire, Concessionaire's officers, agents, employees, contractors, permittees or invitees; except that Concessionaire shall have no responsibility for any release or threat of release of Hazardous Material which Concessionaire establishes was caused by the sole negligence or willful misconduct of City, City's officers, agents, employees, contractors, or permittees by any third party, or by migration of Hazardous Materials onto the premises from a specifically identifiable source off the use premises. In addition to all other rights and remedies of City hereunder, if Concessionaire does not promptly commence, and diligently pursue to remediate, to the extent required, any such release, or threat of release, of Hazardous Materials for which it has responsibility under this section, City, in its discretion, may pay to have same remediated and Concessionaire shall reimburse City plus a fifteen percent administration fee within fifteen (15) business days of City's demand for payment. The failure to commence investigation and provide City with a schedule for diligent completion of the remediation within thirty (30) days after discovery of such release, or threat of release, of Hazardous Material shall constitute prima facie evidence of failure to promptly commence remediation. The demand for payment by City shall be prima facie evidence that expense was incurred by City.

Subsection 55.5 Records and Inspections.

- A. Concessionaire will maintain a chemical inventory list of hazardous materials stored on site in accordance with state and federal regulations. The Concessionaire will also maintain manifests for all hazardous or regulated wastes transported and disposed of off-site.
- B. Upon reasonable notice by City, Concessionaire shall make available for review by City such records pertaining to the use, handling, and disposal of any Hazardous Material(s) as Concessionaire is required to maintain under this section.
- C. City shall have the right, under the terms hereof, and upon reasonable notice for exclusive use space, to enter the Leased Premises during the Term hereof to conduct periodic

environmental inspections and testing. City shall conduct each inspection or test in a manner that does not unreasonably interfere with Concessionaire's operations.

Subsection 55.6 Concessionaire Obligations upon Termination.

Prior to vacating the Leased Premises, and in addition to all other requirements under this Agreement, Concessionaire shall remove any containers of Hazardous Materials placed on the Leased Premises during the Term by Concessionaire or as a result of Concessionaire's use or occupancy of the Leased Premises during the Term and shall demonstrate to City's reasonable satisfaction that such removal is in compliance with all applicable Environmental Laws, including without limitation conducting any environmental audits as may be required by City.

Subsection 55.7 Storm Water.

- A. Notwithstanding any other provisions or terms of this Agreement, Concessionaire acknowledges that certain properties within the Airport, or on City-owned land, are subject to storm water rules and regulations. Concessionaire agrees to observe and abide by such storm water rules and regulations as may be applicable to City's property and Concessionaire's uses thereof.
- B. Concessionaire acknowledges that any storm water discharge permit issued to City may name Concessionaire as a co-permittee. City and Concessionaire both acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to insure safety and to minimize cost of compliance. Concessionaire acknowledges further that it may be necessary to undertake such actions to minimize the exposure of storm water to "significant materials" generated, stored, handled or otherwise used by Concessionaire, as such term may be defined by applicable storm water rules and regulations, by implementing and maintaining "best management practices" as that term may be defined in applicable storm water rules and regulations.
- C. City will provide Concessionaire with written notice of any storm water discharge permit requirements applicable to Concessionaire and with which Concessionaire will be obligated to comply from time-to-time, including, but not limited to: certification of non-storm water discharges; collection of storm water samples; preparation of storm water pollution prevention or similar plans; implementation of best management practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Concessionaire agrees that within thirty (30) days of receipt of such written notice it shall notify City in writing if it disputes any of the storm water permit requirements it is being directed to undertake. If Concessionaire does not provide such timely notice, Concessionaire will be deemed to assent to undertake such storm water permit requirements. In that event, Concessionaire agrees to undertake, at its sole expense, unless otherwise agreed to in writing between City and Concessionaire, those storm water permit requirements for which it has received written

notice from City, and Concessionaire agrees that it will hold harmless and indemnify City for any violations or non-compliance with any such permit requirements.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

ATTEST:

By: DocuSigned by: Matt Wakefield 5/11/2023
Matt Wakefield, Controller

LESSEE: ENTERPRISE RENT-A-CAR COMPANY OF WISCONSIN, LLC.

By: DocuSigned by: James B. Strack
Print Name: James B. Strack
Title: Vice President/General Manager
Date: 5/11/2023

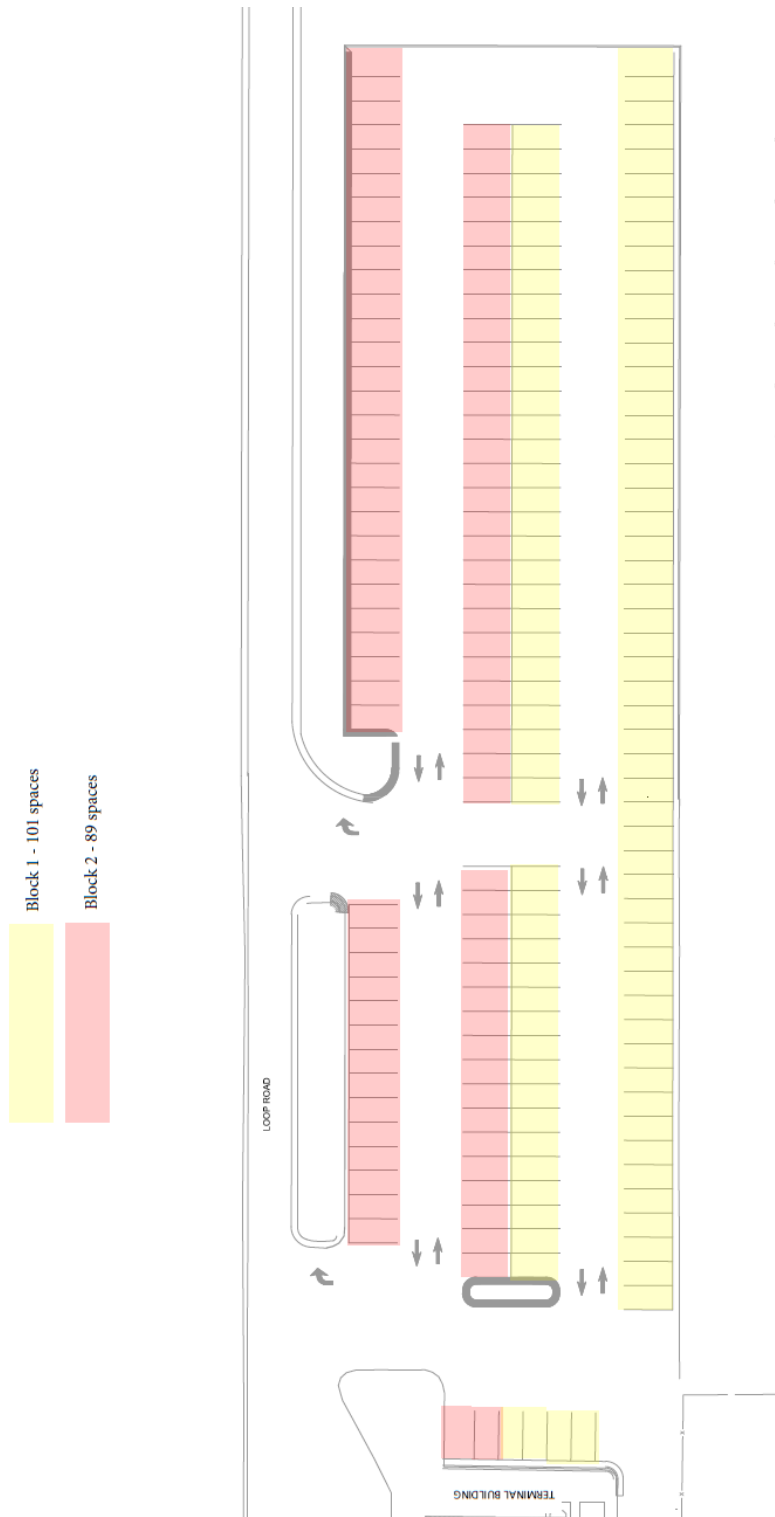
ATTEST:

By: _____
Ian Turner, Airport Director

LESSOR: CITY OF LA CROSSE

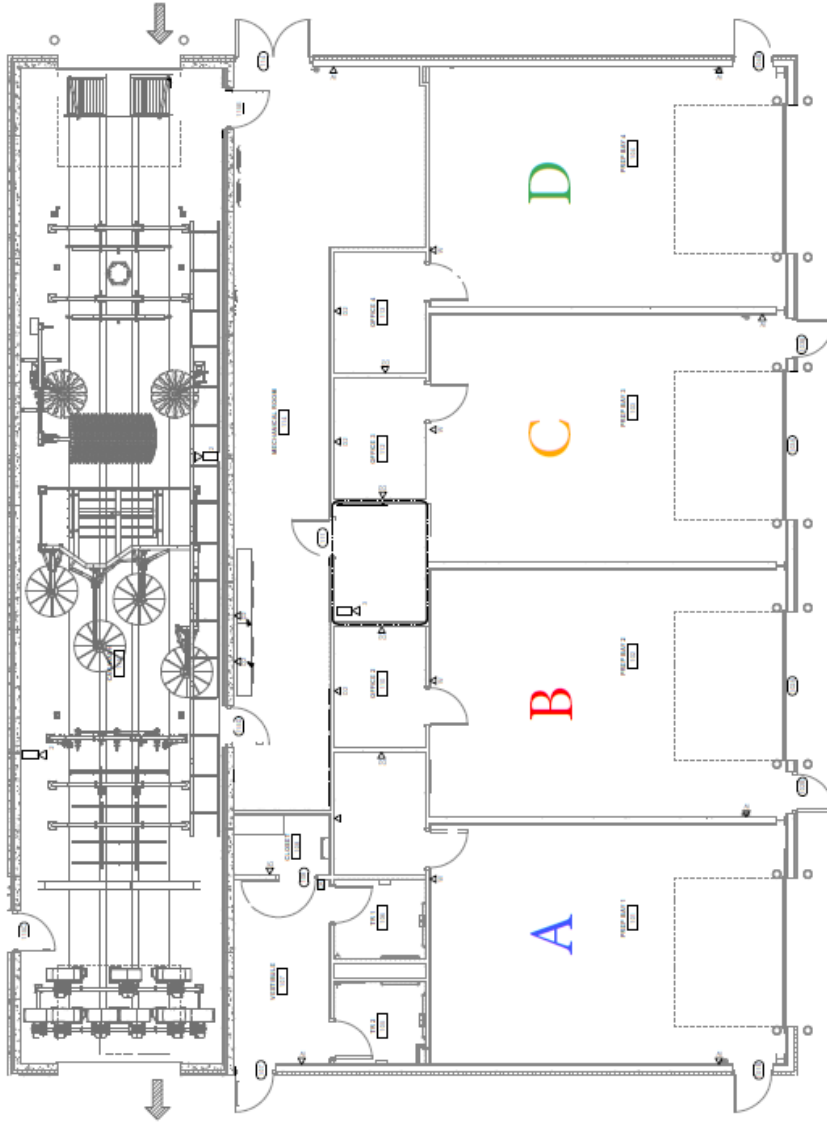
By: _____
Mayor Mitch Reynolds
Date: _____
By: _____
City Clerk Nikki Elsen
Date: _____

EXHIBIT A2 - READY/RETURN BLOCKS



Enterprise Rent-A-Car Company of Wisconsin, LLC – **Block 1**

EXHIBIT A3 - AUTOMATED CAR WASH AND SERVICE BAYS



Enterprise Rent-A-Car Company of Wisconsin, LLC - None

EXHIBIT B – MONTHLY REPORT

**LA CROSSE REGIONAL AIRPORT
RENTAL CAR MONTHLY REPORT OF GROSS REVENUES**

FOR THE MONTH OF _____

CONCESSIONAIRE _____

Gross Revenue:	
Time and Mileage	\$ _____
Fuel	\$ _____
Insurance	\$ _____
Ancillary Charges	\$ _____
Airport Recoup Fee	\$ _____
Licensee Recoup Fee	\$ _____
Gov't Admin Rental Fee	\$ _____
Miscellaneous	\$ _____
 Subtotal	 \$ _____
 Privilege Fee Due - 10%	 \$ _____
 Less: Monthly Guarantee paid 1st of month:	 \$ _____
 Privilege Fee Balance Due (1)	 \$ _____
 Total Number of Rental Contracts	 _____
 Total Number of Rental Days	 _____
 CFC Due (@\$4.00 per Rental Day) (2)	 \$ _____
 Amount Due with this Report (1) + (2)	 \$ _____

Concessionaire Official Signing and Certifying accuracy of information on this report:

Signature _____
Typed Name & Title _____
Date Signed _____
Phone Number: _____
Email Address: _____

REMIT THIS FORM AND PAYMENT TO: LA CROSSE REGIONAL AIRPORT
2850 AIRPORT ROAD
LA CROSSE, WI 54603

EXHIBIT C – SAMPLE RENTAL CAR ACDBE ANNUAL PARTICIPATION REPORT

Date: _____ **Reporting Period:** FFY ending September 30, 20____

Concessionaire:

Concessionaire Contact:

Concessionaire Gross Revenue for FFY (October 1 – September 30) \$_____

Concessionaire reports _____% ACDBE participation through the following means:

The Concessionaire is a certified ACDBE? Yes No

The Concessionaire subleased a portion of the agreement to an ACDBE? Yes No

If yes, ACDBE generated _____% of the annual gross revenue reported.

ACDBE Name:

ACDBE Contact:

ACDBE Phone:

The Concessionaire is a joint-venture with an ACDBE partner? Yes No

If yes, what percentage share of the partnership did the ACDBE control during the reporting period? _____%

ACDBE Name:

ACDBE Contact:

ACDBE Phone:

(Partnership must comply with the FAA Guidance on Joint Ventures)

The Concessionaire achieved ACDBE participation through goods and services? Yes No

If yes, complete “Concessionaire Reporting Form: ACDBE Participation by Goods and Services.”

Submit report to La Crosse Regional Airport, ACDBE Liaison Officer

Concessionaire Reporting Form: ACDBE Participation by Goods and Services

Use multiple sheets as needed.

	Column A Description of Service Performed	Column B NAICS	Column C Date of Certification by WI UCP	Column D National/Regional or Local Service ¹	Column E Airport Pro-Rated Share ²	Column F ACDBE Participation in USD ³	Column G ACDBE Dollar Value of Participation (COL-E x COL-F) ⁴
				National/Regional Local			
				National/Regional Local			
				National/Regional Local			
				National/Regional Local			
				National/Regional Local			

Sheet _____ of _____

¹ Service performed exclusively to support LSE operation is considered local. All others are considered National/Regional
² If Column D is local, weight is 100%. All other weight is the pro-rated share for LSE's estimated gross revenue by total estimated gross revenue for all other airports covered by agreement. [§ 23.53(f)]
³ Total ACDBE value to concessionaire for all airports ACDBE performs service under the applicable contract.
⁴ Multiply the Airport Weight by ACDBE participation to find LSE's ACDBE value.]

EXHIBIT D - TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this Agreement, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the “Concessionaire”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

May 16, 2023

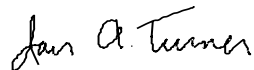
Honorable Mayor Mitch Reynolds
Common Council Members

Ladies and Gentleman:

The Aviation Board, at its last regular meeting, recommended the Common Council adopt item 23-0517 – *Resolution approving a non-exclusive rental car concession agreement with Enterprise Rent-A-Car Company of Wisconsin, LLC.*

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

Respectfully Submitted,



Ian Turner
Airport Director



Aviation Board

OFFICERS • Chairman: Tamra Dickinson, Vice Chairman: Neil Duresky
MEMBERS • Drake Hokanson, William Blank, Ryan Seib, Jeanie Groskreutz, Rick Cornforth
EX OFFICIO • Tonya Townsell, David Winiacki



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-0565

Agenda Date: 6/1/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number: 7

Resolution declaring certain property located at 906 Gillette Street (parcel #17-10104-21) as surplus property.

RESOLUTION

WHEREAS, the City of La Crosse has operated Fire Station #4 at 906 Gillette Street since 1941; and

WHEREAS, the station does not fit the current and future needs of the Fire Department based on building size and lack of gender equality needs; and

WHEREAS, construction on the new station on the same block is scheduled to be completed August 2024 at which time the current building will no longer be needed; and

WHEREAS, the Department of Planning, Development and Assessment has drafted a Request for Proposals (RFP) for future development and use of the site; and

WHEREAS, per the established policy and procedure for the sale of City-owned property, once the property has been declared surplus by the Common Council, it shall be advertised in the La Crosse Tribune in addition to the distribution of the RFP and with a "For Sale" sign on the property.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of La Crosse that the aforementioned parcel is declared surplus and will be offered for sale.

BE IT FURTHER RESOLVED that the Economic and Community Development Commission shall review the RFPs and provide a recommendation to the Common Council for sale of the property.

BE IT FURTHER RESOLVED that any development agreement associated with the sale of the property must be approved by the Common Council.

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 the Director of Planning, Development and Assessment is hereby authorized to take any and all steps to effectuate this resolution.



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation

Agenda Item 23-0565 (Andrea Trane)

Resolution declaring certain property located at 906 Gillette Street (parcel #17-10104-21) as surplus property.

General Location

Fire Station #4, 906 Gillette St, Council District 2, Logan Northside Neighborhood Association

Background Information

The Fire Department is building a new station adjacent to the current property. When this is completed, the current station will no longer be needed. Based on the 2017 Five Bugles report, the current station's size is inadequate, needing about twice as much space as currently exists. This building does not meet current ADA requirement, is not energy efficient and the dormitory and bathrooms are gender shared. Therefore, this property does not fit the needs of the City as a fire station. Once the new building is completed, the Fire Department will no longer need this and should be offered for sale.

Recommendation of Other Boards and Commissions

N/A

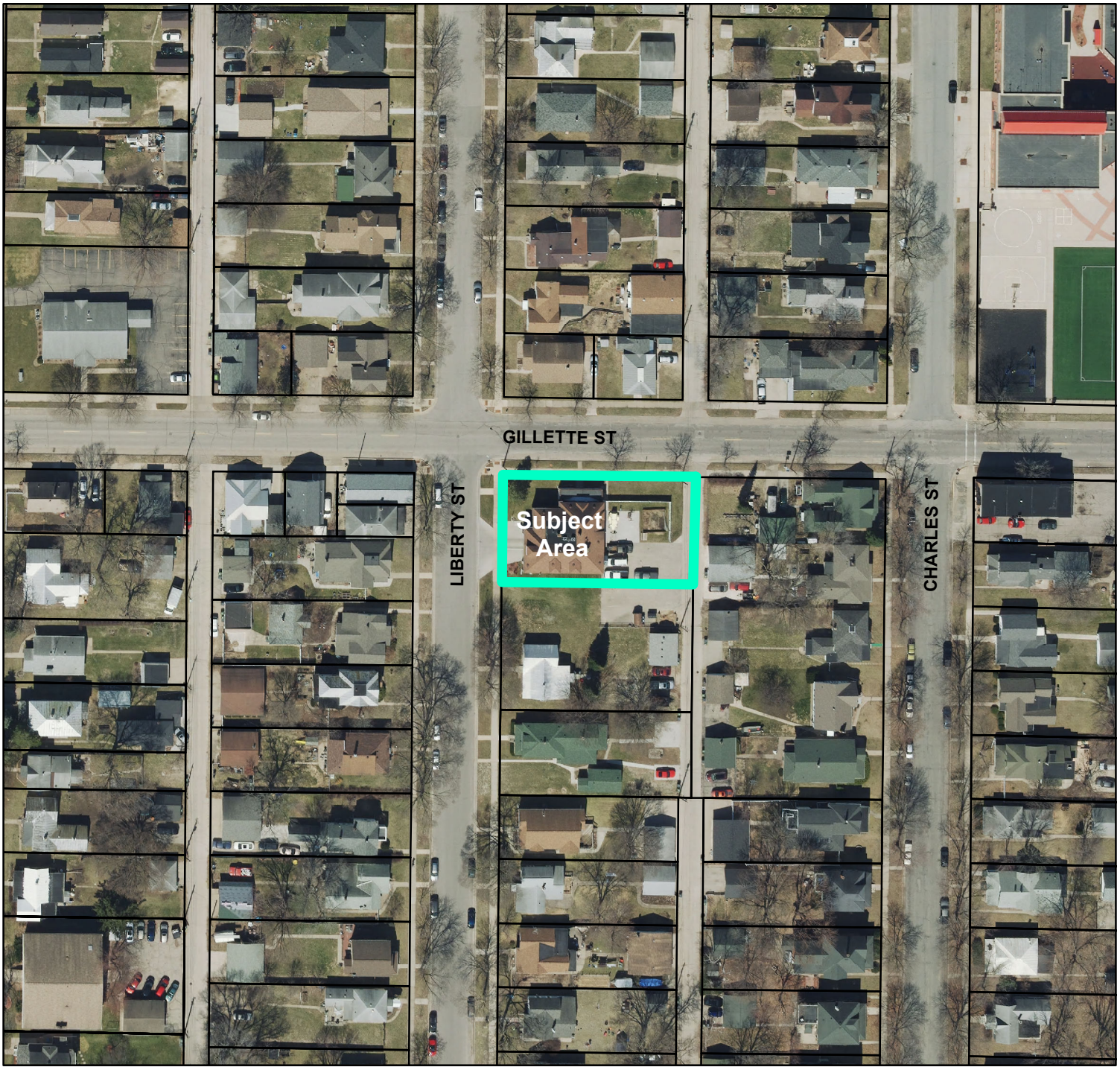
Consistency with Adopted Comprehensive Plan

Future Land Use of this site in the Comprehensive Plan is Single Family Housing. It has not yet been determined how his property will be repurposed.























Staff Recommendation

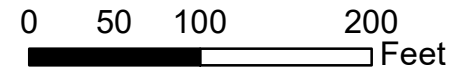
This item is recommended for approval.

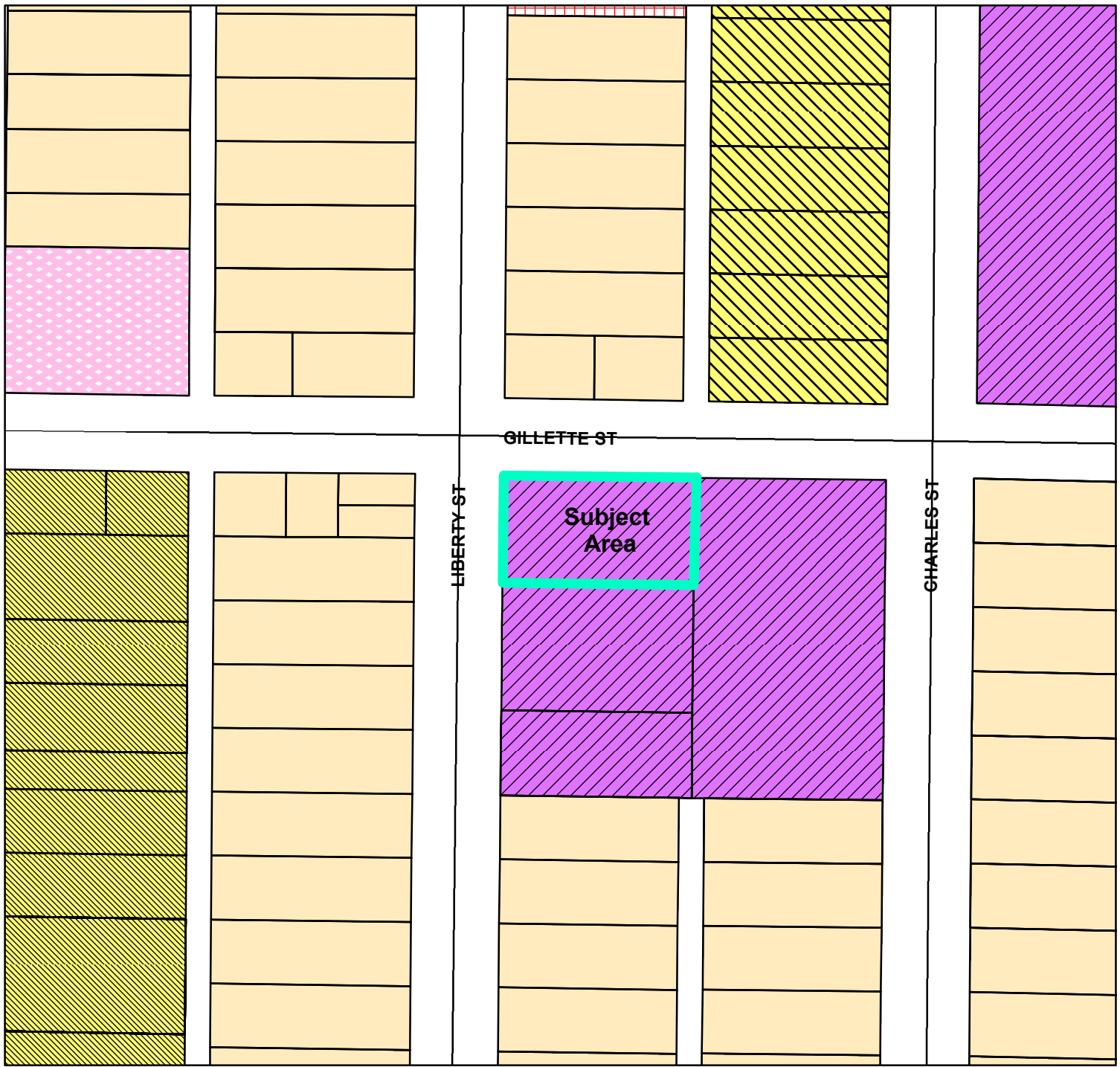
Routing F&P 6.1.2023



BASIC ZONING DISTRICTS

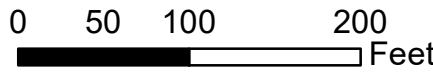
-  R1 - SINGLE FAMILY
-  R2 - RESIDENCE
-  WR - WASHBURN RES
-  R3 - SPECIAL RESIDENCE
-  R4 - LOW DENSITY MULTI
-  R5 - MULTIPLE DWELLING
-  R6 - SPECIAL MULTIPLE
-  PD- PLANNED DEVELOP
-  TND - TRAD NEIGH DEV.
-  C1 - LOCAL BUSINESS
-  C2 - COMMERCIAL
-  C3 - COMMUNITY BUSINESS
-  M1 - LIGHT INDUSTRIAL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





City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-0567

Agenda Date: 6/1/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number: 3

Resolution approving 2022 Compliance Maintenance Annual Report (CMAR) for the Isle La Plume Wastewater Treatment Facility.

RESOLUTION

WHEREAS, the Wisconsin Department of Natural Resources requires that municipal wastewater facilities submit annual reports summarizing performances of their facilities for the prior year.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the 2022 Compliance Maintenance Annual Report for the Isle La Plume wastewater treatment facility.

BE IT FURTHER RESOLVED that the appropriate City officials are authorized to submit the same to the Wisconsin Department of Natural Resources to comply with the requirements of the State.

Compliance Maintenance Annual Report

La Crosse City

Last Updated: Reporting For:
5/5/2023 **2022**

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	8.9112	x	299	x	8.34	=	22,184
February	9.1485	x	261	x	8.34	=	19,911
March	9.3286	x	269	x	8.34	=	20,931
April	9.3026	x	255	x	8.34	=	19,753
May	10.2306	x	224	x	8.34	=	19,090
June	10.3421	x	228	x	8.34	=	19,642
July	9.5071	x	231	x	8.34	=	18,277
August	9.4659	x	234	x	8.34	=	18,463
September	9.3420	x	937	x	8.34	=	72,980
October	9.5053	x	257	x	8.34	=	20,412
November	8.7091	x	264	x	8.34	=	19,183
December	8.8250	x	269	x	8.34	=	19,780

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	20	x	90	=	18
		x	100	=	20
Design BOD, lbs/day	29793	x	90	=	26813.7
		x	100	=	29793

2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	1	2
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	1	1
Points		0	0	3	2
Total Number of Points					5

5

Compliance Maintenance Annual Report

La Crosse City

Last Updated: Reporting For:
5/5/2023 2022

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?
● Yes Enter last calibration date (MM/DD/YYYY)

2022-09-08

○ No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

● Yes

○ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

● Yes

○ No

If Yes, please explain:

Metallics received a NOV & SNS for failure to report/sample Q1,Q2,& Q3 of 2022.

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks

Holding Tanks

Grease Traps

● Yes

● Yes

● Yes

○ No

○ No

○ No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

● Yes 1,080,505 gallons

○ No

Holding Tanks

● Yes 1,377,180 gallons

○ No

Grease Traps

● Yes 1,362,791 gallons

○ No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

We sampled trucked waste at random on a quarterly basis to maintain baselines for those waste streams. We also require sampling for any new waste stream to be hauled in. The current grease receiving area is not the best and can cause some periodic operational issues; however, this will be resolved in the active facility upgrade process which is scheduled to be completed in 2024.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

○ Yes

● No

If yes, describe the situation and your community's response.

Compliance Maintenance Annual Report

La Crosse City

Last Updated: Reporting For:
5/5/2023 2022

<div data-bbox="134 205 1461 258" style="border: 1px solid black; height: 25px;"></div> <p>6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<input type="radio"/> No <p>If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.</p> <div data-bbox="134 443 1461 525" style="border: 1px solid black; padding: 5px;"><p>Leachate received from La Crosse County Solid Waste via the collection system. Received Metallics process waste via hauler.</p></div>

Total Points Generated	5
Score (100 - Total Points Generated)	95
Section Grade	A

Compliance Maintenance Annual Report

La Crosse City

Last Updated: Reporting For:
5/5/2023 **2022**

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	5	1	0	0
February	25	22.5	6	1	0	0
March	25	22.5	5	1	0	0
April	25	22.5	6	1	0	0
May	25	22.5	5	1	0	0
June	25	22.5	5	1	0	0
July	25	22.5	5	1	0	0
August	25	22.5	5	1	0	0
September	25	22.5	5	1	0	0
October	25	22.5	5	1	0	0
November	25	22.5	4	1	0	0
December	25	22.5	4	1	0	0

* Equals limit if limit is <= 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

- Yes

Enter last calibration date (MM/DD/YYYY)

2022-09-08

- No

If No, please explain:

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

We are under a major facility upgrade for Phosphorus control as well as other plant processes. The fact of construction causes some necessary and unavoidable alterations and hiccups in normal operations.

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

Compliance Maintenance Annual Report

La Crosse City

Last Updated: Reporting For:
5/5/2023 **2022**

Yes
 No
 If Yes, please explain:

We experienced an exceedance on phosphorus & e-coli as a result of facility upgrade modifications in the activated sludge aeration basins. When we committed to E-coli sampling we didn't consider the fact of operating during construction so we took a hit on E-coli in June 2022. The plant was forced to run on half of the aeration basins which reduced efficiency and we suffered a large power outage on June 10th knocking out a number of PLC's and shut down the blowers, we struggled to restart the aeration system.

4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?

Yes
 No
 If Yes, please explain:

4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?

Yes
 No
 N/A
 Please explain unless not applicable:

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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5/5/2023 **2022**

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	7	1	0	0
February	30	27	8	1	0	0
March	30	27	6	1	0	0
April	30	27	8	1	0	0
May	30	27	9	1	0	0
June	30	27	14	1	0	0
July	30	27	9	1	0	0
August	30	27	8	1	0	0
September	30	27	8	1	0	0
October	30	27	13	1	0	0
November	30	27	9	1	0	0
December	30	27	8	1	0	0
* Equals limit if limit is <= 10						
Months of Discharge/yr				12		
Points per each exceedance with 12 months of discharge:					7	3
Exceedances					0	0
Points					0	0
Total Number of Points						0

0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Effluent Quality and Plant Performance (Ammonia - NH3)

1. Effluent Ammonia Results

1.1 Verify the following monthly and weekly average effluent values, exceedances and points for ammonia

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceedance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceedance
January	108		2.2	0					
February	108		12.171	0					
March	108		4.393	0					
April	108		14.098	0					
May	108		19.139	0					
June	108		14.207	0					
July	108		20.029	0					
August	108		18.001	0					
September	108		9.827	0					
October	108		16.236	0					
November	108		6.553	0					
December	108		.994	0					
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									0
Points:									0
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
Total Number of Points									0

0

NOTE: Limit exceedances are considered for monthly OR weekly averages but not both. When a monthly average limit exists it will be used to determine exceedances and generate points. This will be true even if a weekly limit also exists. When a weekly average limit exists and a monthly limit does not exist, the weekly limit will be used to determine exceedances and generate points.

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.368	1	0
February	1	0.544	1	0
March	1	0.389	1	0
April	1	0.818	1	0
May	1	0.524	1	0
June	1	1.303	1	1
July	1	0.619	1	0
August	1	0.531	1	0
September	1	0.510	1	0
October	1	1.106	1	1
November	1	0.520	1	0
December	1	0.372	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				2
Total Number of Points				20

20

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

The City of La Crosse WWTF is in the middle of a major WWTF upgrade to enhance phosphorus reduction and better manage Biosolids. We had been operating on 1/2 of our BNR system since April while attempting to stay compliant. In June we violated our Phosphorus limit when we suffered a large power outage on June 10th knocking out a number of PLC's and shut down our blowers, we struggled to restart the aeration system.

Total Points Generated	20
Score (100 - Total Points Generated)	80
Section Grade	C

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Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- Land applied under your permit
- Publicly Distributed Exceptional Quality Biosolids
- Hauled to another permitted facility
- Landfilled
- Incinerated
- Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

6208.4 acres

2.1.2 How many acres did you use?

892.6 acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

Yes (30 points)

No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

Yes

No (10 points)

N/A

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 002 - CLASS B CAKE SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75	0		0		0		0		0		0			0	0
Cadmium		39	85	0		0		0		0		0		0			0	0
Copper		1500	4300	0		0		0		0		0		0			0	0
Lead		300	840	0		0		0		0		0		0			0	0
Mercury		17	57	0		0		0		0		0		0			0	0
Molybdenum	60		75	0		0		0		0		0		0		0		0
Nickel	336		420	0		0		0		0		0		0		0		0
Selenium	80		100	0		0		0		0		0		0		0		0
Zinc		2800	7500	0		0		0		0		0		0			0	0

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Outfall No. 003 - CLASS B LIQUID SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75	3.33		5.25		<8.4		<4.9		<5.2		.581			0	0
Cadmium		39	85	1.79		1.72		.57		.75		.99		.779			0	0
Copper		1500	4300	635		526		550		680		820		774			0	0
Lead		300	840	17.2		18.5		12		16		21		16.5			0	0
Mercury		17	57	<.083		1.15		<1.45		<1.71		<1.73		.287			0	0
Molybdenum	60		75	20		15		13		22		31		25.3		0		0
Nickel	336		420	18.8		19.5		18		28		28		31		0		0
Selenium	80		100	2.92		<.335		<20		<12		<13		1.2		0		0
Zinc		2800	7500	841		576		600		730		880		848			0	0

Outfall No. 010 - CLASS B LIQUID SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75	0		0		0		0		0		0			0	0
Cadmium		39	85	0		0		0		0		0		0			0	0
Copper		1500	4300	0		0		0		0		0		0			0	0
Lead		300	840	0		0		0		0		0		0			0	0
Mercury		17	57	0		0		0		0		0		0			0	0
Molybdenum	60		75	0		0		0		0		0		0		0		0
Nickel	336		420	0		0		0		0		0		0		0		0
Selenium	80		100	0		0		0		0		0		0		0		0
Zinc		2800	7500	0		0		0		0		0		0			0	0

0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes
- No (10 points)
- N/A - Did not exceed limits or no HQ limit applies (0 points)
- N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- 0 (0 Points)
- 1 (10 Points)
- > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- Yes (20 Points)
- No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

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Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2022 - 02/28/2022
Density:	45,900
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Anaerobic Digestion
Process Description:	Sludge is mixed and heated to 95 degrees in the anaerobic digested process.

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2022 - 04/30/2022
Density:	36,000
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Sludge is mixed and heated to 95 degrees in the anaerobic digested process.

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2022 - 06/30/2022
Density:	88,600
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Anaerobic Digestion
Process Description:	Sludge is mixed and heated to 95 degrees in the anaerobic digested process.

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2022 - 08/31/2022
Density:	25,800
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Anaerobic Digestion
Process Description:	Sludge is mixed and heated to 95 degrees in the anaerobic digested process.

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Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2022 - 10/31/2022
Density:	2,430
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Sludge is mixed and heated to 95 degrees in the anaerobic digested process.

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2022 - 12/31/2022
Density:	64,400
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Anaerobic Digestion
Process Description:	Sludge is mixed and heated to 95 degrees in the anaerobic digested process.

Outfall Number:	010
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2022 - 12/31/2022
Density:	1,000
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Aerobic Digestion
Process Description:	Sludge is heated to 95 degrees at all time and well mixed to meet vector attraction.

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

Yes (40 Points)

No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

0

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Outfall Number:	003
Method Date:	01/04/2022
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>= 38
Results (if applicable):	45.8

Outfall Number:	003
Method Date:	05/02/2023
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>= 38
Results (if applicable):	48.2

Outfall Number:	003
Method Date:	07/05/2022
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>= 38
Results (if applicable):	42.4

Outfall Number:	003
Method Date:	09/06/2022
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>= 38
Results (if applicable):	50.7

Outfall Number:	003
Method Date:	11/01/2022
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>= 38
Results (if applicable):	48.6

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Outfall Number:	010		
Method Date:	12/31/2022		
Option Used To Satisfy Requirement:	Volatile Solids Reduction		
Requirement Met:	Yes		
Land Applied:	No		
Limit (if applicable):	>=38		
Results (if applicable):	45		
Outfall Number:	010		
Method Date:	03/01/2022		
Option Used To Satisfy Requirement:	Volatile Solids Reduction		
Requirement Met:	Yes		
Land Applied:	Yes		
Limit (if applicable):	>=38		
Results (if applicable):	46.4		
5.2 Was the limit exceeded or the process criteria not met at the time of land application?			
<input type="radio"/> Yes (40 Points) <input checked="" type="radio"/> No If yes, what action was taken? <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>			
6. Biosolids Storage			
6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?			
<input checked="" type="radio"/> >= 180 days (0 Points) <input type="radio"/> 150 - 179 days (10 Points) <input type="radio"/> 120 - 149 days (20 Points) <input type="radio"/> 90 - 119 days (30 Points) <input type="radio"/> < 90 days (40 Points) <input type="radio"/> N/A (0 Points) 6.2 If you checked N/A above, explain why. <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>			
7. Issues			
7.1 Describe any outstanding biosolids issues with treatment, use or overall management:			
<div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>			

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none">● Yes○ No <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Could use more help/staff for:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none">● Yes○ No <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none">● Yes (Continue with question 2) <input type="checkbox"/><input type="checkbox"/>○ No (40 points) <input type="checkbox"/><input type="checkbox"/> <p>If No, please explain, then go to question 3:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none">● Yes○ No (10 points) <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none">● Yes<ul style="list-style-type: none">○ Paper file system○ Computer system● Both paper and computer system○ No (10 points)	0
<p>3. O&M Manual</p> <p>3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none">● Yes○ No	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none">○ Excellent○ Very good● Good○ Fair○ Poor <p>Describe your rating:</p>	

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The La Crosse WWTP is an older facility and we continue to upgrade to ensure reliability. We are in the process of a major upgrade which started in March of 2021 which will touch most of the WWTP over several years. Included will be Biosolids management by installing a biosolids heat dryer and storage silo, low level Phosphorus compliance through the addition of disc filters, and dewatering equipment to gain capacity within our digestion process which will give us the ability to handle more solids. We will also add gas collection and a methane engine for energy production with the goal of being energy neutral.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Operator Certification and Education

<p>1. Operator-In-Charge</p> <p>1.1 Did you have a designated operator-in-charge during the report year?</p> <ul style="list-style-type: none"> ● Yes (0 points) ○ No (20 points) <p>Name: <input style="width: 300px;" type="text" value="JARED R GREENO"/></p> <p>Certification No: <input style="width: 150px;" type="text" value="31667"/></p>	0																																																																																								
<p>2. Certification Requirements</p> <p>2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 5px;"> <thead> <tr> <th rowspan="2">Sub Class</th> <th rowspan="2">SubClass Description</th> <th colspan="2">WWTP</th> <th colspan="2">OIC</th> </tr> <tr> <th>Advanced</th> <th>OIT</th> <th>Basic</th> <th>Advanced</th> </tr> </thead> <tbody> <tr><td>A1</td><td>Suspended Growth Processes</td><td style="text-align: center;">X</td><td></td><td></td><td style="text-align: center;">X</td></tr> <tr><td>A2</td><td>Attached Growth Processes</td><td></td><td></td><td></td><td></td></tr> <tr><td>A3</td><td>Recirculating Media Filters</td><td></td><td></td><td></td><td></td></tr> <tr><td>A4</td><td>Ponds, Lagoons and Natural</td><td></td><td></td><td></td><td></td></tr> <tr><td>A5</td><td>Anaerobic Treatment Of Liquid</td><td></td><td></td><td></td><td></td></tr> <tr><td>B</td><td>Solids Separation</td><td style="text-align: center;">X</td><td></td><td></td><td style="text-align: center;">X</td></tr> <tr><td>C</td><td>Biological Solids/Sludges</td><td style="text-align: center;">X</td><td></td><td></td><td style="text-align: center;">X</td></tr> <tr><td>P</td><td>Total Phosphorus</td><td style="text-align: center;">X</td><td></td><td></td><td style="text-align: center;">X</td></tr> <tr><td>N</td><td>Total Nitrogen</td><td></td><td></td><td></td><td></td></tr> <tr><td>D</td><td>Disinfection</td><td style="text-align: center;">X</td><td></td><td></td><td style="text-align: center;">X</td></tr> <tr><td>L</td><td>Laboratory</td><td style="text-align: center;">X</td><td></td><td></td><td style="text-align: center;">X</td></tr> <tr><td>U</td><td>Unique Treatment Systems</td><td></td><td></td><td></td><td></td></tr> <tr><td>SS</td><td>Sanitary Sewage Collection</td><td style="text-align: center;">X</td><td style="text-align: center;">NA</td><td style="text-align: center;">X</td><td style="text-align: center;">NA</td></tr> </tbody> </table> <p>2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance.)</p> <ul style="list-style-type: none"> ● Yes (0 points) ○ No (20 points) 	Sub Class	SubClass Description	WWTP		OIC		Advanced	OIT	Basic	Advanced	A1	Suspended Growth Processes	X			X	A2	Attached Growth Processes					A3	Recirculating Media Filters					A4	Ponds, Lagoons and Natural					A5	Anaerobic Treatment Of Liquid					B	Solids Separation	X			X	C	Biological Solids/Sludges	X			X	P	Total Phosphorus	X			X	N	Total Nitrogen					D	Disinfection	X			X	L	Laboratory	X			X	U	Unique Treatment Systems					SS	Sanitary Sewage Collection	X	NA	X	NA	0
Sub Class			SubClass Description	WWTP		OIC																																																																																			
	Advanced	OIT		Basic	Advanced																																																																																				
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L	Laboratory	X			X																																																																																				
U	Unique Treatment Systems																																																																																								
SS	Sanitary Sewage Collection	X	NA	X	NA																																																																																				
<p>3. Succession Planning</p> <p>3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> One or more additional certified operators on staff <input type="checkbox"/> An arrangement with another certified operator <input type="checkbox"/> An arrangement with another community with a certified operator <input type="checkbox"/> An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year <input type="checkbox"/> A consultant to serve as your certified operator <input type="checkbox"/> None of the above (20 points) <p>If "None of the above" is selected, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	0																																																																																								
<p>4. Continuing Education Credits</p> <p>4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?</p>																																																																																									

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OIT and Basic Certification: ○ Averaging 6 or more CECs per year. ○ Averaging less than 6 CECs per year. Advanced Certification: ● Averaging 8 or more CECs per year. ○ Averaging less than 8 CECs per year.	
---	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 150px;" type="text" value="Jared Greeno"/></p> <p>Telephone: <input style="width: 150px;" type="text" value="608-789-7322"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 300px;" type="text" value="greenoja@cityoflacrosse.org"/></p>													
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p>● Yes (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ No (40 points)</p> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?</p> <p>Year: <input style="width: 100px;" type="text" value="2022"/></p> <p>● 0-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A (private facility)</p> <p>2.3 Did you have a special account (e.g., CWFPP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <p>● Yes (0 points)</p> <p>○ No (40 points)</p>	0												
<p>REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]</p>													
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised?</p> <p>Year: <input style="width: 100px;" type="text" value="2022"/></p> <p>● 1-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A</p> <p>If N/A, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>													
<p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">3.2.1 Ending Balance Reported on Last Year's CMAR</td> <td style="width: 5%; text-align: right;">\$</td> <td style="width: 35%; text-align: right;"><input style="width: 150px;" type="text" value="1,841,954.58"/></td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="0.00"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="1,841,954.58"/></td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="0.00"/></td> </tr> </table>	3.2.1 Ending Balance Reported on Last Year's CMAR	\$	<input style="width: 150px;" type="text" value="1,841,954.58"/>	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	<input style="width: 150px;" type="text" value="0.00"/>	3.2.3 Adjusted January 1st Beginning Balance	\$	<input style="width: 150px;" type="text" value="1,841,954.58"/>	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	\$	<input style="width: 150px;" type="text" value="0.00"/>	
3.2.1 Ending Balance Reported on Last Year's CMAR	\$	<input style="width: 150px;" type="text" value="1,841,954.58"/>											
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	<input style="width: 150px;" type="text" value="0.00"/>											
3.2.3 Adjusted January 1st Beginning Balance	\$	<input style="width: 150px;" type="text" value="1,841,954.58"/>											
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	\$	<input style="width: 150px;" type="text" value="0.00"/>											

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) -

\$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 1,841,954.58

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund?

\$ 1,666,125.72

0

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Sanitary lift station electrical and control upgrades	\$733,500	2022
2	Repair/rehab sanitary sewer collection system	\$365,000	2023
3	Sanitary lift station rehabilitation	\$1,370,000	2022
4	Treatment plant facility upgrades for low level phosphorus removal, biosolids management, methane production/energy capture. 3 year project.	\$62,000,000	2021
5	Repair/rehab sanitary sewer collection system	\$1,370,000	2022
6	Sanitary lift station rehabilitation	\$100,000	2024
7	Sanitary forcemain rehabilitation	\$700,000	2024

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

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	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	74,601	1,144
February	72,505	1,195
March	67,985	953
April	58,970	612
May	60,675	307
June	65,366	48
July	58,540	36
August	59,706	33
September	58,212	41
October	50,967	60
November	53,354	180
December	68,432	729
Total	749,313	5,338
Average	62,443	445

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

No

Yes

Year:

By Whom:

Describe and Comment:

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6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

Energy efficient equipment is considered when planning projects or replacements.

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	502,760	276.25	1,820	687.70	731	9,916
February	427,200	256.16	1,668	557.51	766	10,105
March	428,200	289.19	1,481	648.86	660	6,070
April	426,760	279.08	1,529	592.59	720	5,783
May	390,400	317.15	1,231	591.79	660	1,951
June	423,600	310.26	1,365	589.26	719	540
July	418,800	294.72	1,421	566.59	739	380
August	375,960	293.44	1,281	572.35	657	358
September	381,120	280.26	1,360	2,189.40	174	583
October	363,880	294.66	1,235	632.77	575	2,370
November	378,000	261.27	1,447	575.49	657	6,040
December	473,400	273.58	1,730	613.18	772	10,404
Total	4,990,080	3,426.02		8,817.49		54,500
Average	415,840	285.50	1,464	734.79	653	4,542

7.1.2 Comments:

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- Aerobic Digestion
- Anaerobic Digestion
- Biological Phosphorus Removal
- Coarse Bubble Diffusers
- Dissolved O2 Monitoring and Aeration Control
- Effluent Pumping
- Fine Bubble Diffusers
- Influent Pumping
- Mechanical Sludge Processing
- Nitrification
- SCADA System
- UV Disinfection
- Variable Speed Drives
- Other:

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7.2.2 Comments:

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

Enhanced methane gas production to use as sustainable energy replacement. Energy efficiency upgrades to the BNR system.

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

No

Yes

If Yes, how is the biogas used (Check all that apply):

Flared Off

Building Heat

Process Heat

Generate Electricity

Other:

9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

No

Yes

Entire facility

Year:

By Whom:

Describe and Comment:

Part of the facility

Year:

By Whom:

Describe and Comment:

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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- Yes
- No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Goal to clean 33% of the collection system annually.

Did you accomplish them?

- Yes
- No

If No, explain:

Due to staff shortages we cleaned 28.73% of the collection system.

- Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- Organizational structure and positions (eg. organizational chart and position descriptions)
- Internal and external lines of communication responsibilities
- Person(s) responsible for reporting overflow events to the department and the public

- Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2017-07-07

Does your sewer use ordinance or other legally binding document address the following:

- Private property inflow and infiltration
- New sewer and building sewer design, construction, installation, testing and inspection
- Rehabilitated sewer and lift station installation, testing and inspection
- Sewage flows satellite system and large private users are monitored and controlled, as necessary
- Fat, oil and grease control
- Enforcement procedures for sewer use non-compliance

- Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- Equipment and replacement part inventories
- Up-to-date sewer system map
- A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation

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A description of routine operation and maintenance activities (see question 2 below)
 Capacity assessment program
 Basement back assessment and correction
 Regular O&M training
 Design and Performance Provisions [NR 210.23 (4) (e)]
 What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?
 State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
 Construction, Inspection, and Testing
 Others:

Overflow Emergency Response Plan [NR 210.23 (4) (f)]
 Does your emergency response capability include:
 Responsible personnel communication procedures
 Response order, timing and clean-up
 Public notification protocols
 Training
 Emergency operation protocols and implementation procedures
 Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]
 Special Studies Last Year (check only those that apply):
 Infiltration/Inflow (I/I) Analysis
 Sewer System Evaluation Survey (SSES)
 Sewer Evaluation and Capacity Management Plan (SECAP)
 Lift Station Evaluation Report
 Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input type="text" value="28.73"/>	% of system/year
Root removal	<input type="text" value="1.22"/>	% of system/year
Flow monitoring	<input type="text" value="0"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year
Sewer line televising	<input type="text" value="2.73"/>	% of system/year
Manhole inspections	<input type="text" value="28.73"/>	% of system/year
Lift station O&M	<input type="text" value="104"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value="1.03"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value=".84"/>	% of sewer lines rehabbed
Private sewer inspections	<input type="text" value="0"/>	% of system/year
Private sewer I/I removal	<input type="text" value="0"/>	% of private services

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River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="29.92"/>	Total actual amount of precipitation last year in inches
<input type="text" value="33.5"/>	Annual average precipitation (for your location)
<input type="text" value="202.10"/>	Miles of sanitary sewer
<input type="text" value="26"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="1"/>	Number of sewer pipe failures
<input type="text" value="13"/>	Number of basement backup occurrences
<input type="text" value="42"/>	Number of complaints
<input type="text" value="9.31"/>	Average daily flow in MGD (if available)
<input type="text" value="10.29"/>	Peak monthly flow in MGD (if available)
<input type="text" value="25.25"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.00"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.06"/>	Basement backups (number/sewer mile)
<input type="text" value="0.21"/>	Complaints (number/sewer mile)
<input type="text" value="1.1"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="2.7"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume
0 6/2/2022 5:30:00 PM - 6/2/2022 7:30:00 PM	404 Prospect St, La Crosse WI 54601	Broken Sewer, Broken Sewer	50

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurrences in the future?

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

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Yes
 No
 If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

 We replaced and/or lined 8,999 feet of sanitary sewer in 2022.

5.4 What is being done to address infiltration/inflow in your collection system?

 We line and replace sewer mains where ground water is an issue and rehab the manholes. We also conduct flow monitoring when necessary to identify areas to focus our efforts for reducing I&I.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Grading Summary

WPDES No: 0029581

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Ammonia	A	4	5	20
Phosphorus	C	2	3	6
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			37	142
GRADE POINT AVERAGE (GPA) = 3.84				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

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Resolution or Owner's Statement

Name of Governing
Body or Owner:

City of La Crosse

Date of Resolution or
Action Taken:

2023-06-08

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Ammonia: Grade = A

Effluent Quality: Phosphorus: Grade = C

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

Prospect St. SSO- This was small 2" pipe that broke in a grass area, the material was cleaned up and the pipe section was replaced with new.

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 3.84



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-0576

Agenda Date: 6/1/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution approving \$ 510,000.00 from the ARPA Marsh Lead Contamination Allocation for the construction of the Pettibone Park Water Main Extension.

RESOLUTION

WHEREAS, the City of La Crosse has received and accepted an allocation from the U.S. Treasury for ARPA funds in the amount of \$21,748,073; and

WHEREAS, the Common Council has previously resolved to commit 10% of the entire allocation to private non-profit agencies to expedite recovery from the impacts of the COVID-19 pandemic and support stabilization and resiliency among households and businesses; and

WHEREAS, Resolution 21-1732 allocated 60% of non-committed ARPA funds to be invested in water, sewer, and broadband infrastructure to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and expand access to broadband internet; and

WHEREAS, the scope of work for the Marsh Lead Contamination project called out in Resolution 22-0259 has greatly decreased the need for the total amount funded; and

WHEREAS, the Parks Department would like the reallocation of \$510,000.00 for the implementation and construction of Pettibone Park Water Main Extension; and

WHEREAS, parcel 17-20273-30 and parcel 17-20273-35 are not currently connected to City of La Crosse water system. The intermittent flooding of the area and hence the wells located on these parcels causes concern as to the long-term viability of the water supply. The connection of these two parcels will ensure clean, non-contaminated water for the use by the public; 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 of the City of La Crosse that it hereby allocates \$510,000.00 of the ARPA funds designated for Lead Remediation to complete the Pettibone Park Water Main Extension.

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



CITY OF LA CROSSE

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LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-0595

Agenda Date: 6/1/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution approving American Rescue Plan Funds (ARPA) for Affordable Housing Revolving Loan Fund Program.

RESOLUTION

WHEREAS, the City Council has identified the need for additional housing within the City of La Crosse as a priority; and

WHEREAS, the City has established an Affordable Housing Revolving Loan Program (AHRLP) to assist developers in addressing the lack of quality and affordable housing stock available in the City of La Crosse, especially for its lower income citizens through incentivizing the construction of new multi-family units; and

WHEREAS, AHRLP intends to revitalize distressed areas of the city through criteria that provides redevelopment in priority areas of the city and eliminate blight; and

WHEREAS, a project at 4th and Jackson Street was just awarded Wisconsin Housing and Economic Development Authority tax credits for 2023, and

WHEREAS, this project will add 62 units of housing including 13 units targeted to households exiting homelessness, 10 market rate units and the remainder for households with income at 50-60% County Median Income; and

WHEREAS, this project has an unmet financial gap to ensure the construction of these units.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that \$700,000 would be reallocated from the Lead Clean-up for the La Crosse River Marsh Lead Contamination Project (22-0259) to expand the Affordable Housing Revolving Loan Fund to support incentives for new construction and to bridge the unmet financial gap for the planned 62-unit housing project at 4th and Jackson Street.

BE IT FURTHER RESOLVED that the Planning, Development and Assessment Department is authorized to effectuate this resolution.



CITY OF LA CROSSE

400 La Crosse Street
La Crosse, Wisconsin 54601
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LEGISLATION STAFF REPORT FOR COUNCIL

File ID

23-0595

Caption

Resolution approving American Rescue Plan Funds (ARPA) for Affordable Housing Revolving Loan Fund P

Staff/Department Responsible for Legislation

Diane McGinnis Casey / Planning, Development and Assessment

Requestor of Legislation

Diane McGinnis Casey

Location, if applicable

Summary/Purpose

The purpose is to utilize ARPA funding to provide financial assistance to increase housing opportunities within the city. The City utilizes the Affordable Housing Revolving Loan Fund program to assist developers in building affordable housing. Currently all funding through this program has been committed to furthering projects within the city.

Background

New construction housing projects are difficult to cash flow for even market rate units. This makes it virtually impossible to develop units for households at or below 80% of the County Median Income because the construction cost is the same, but rents are capped at a lower level. In addition, the project expected to utilize these funds is making 13 units targeted for people exiting homelessness which is a critical need in our community. In addition, this project received WHEDA tax credits for 2023 that were awarded in May 2023 which will leverage over \$11 million for this project and the City of La Crosse.

Fiscal Impact

\$700,000 ARPA

Staff Recommendation

Approval



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-0620

Agenda Date: 6/1/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution authorizing funding for Utility Infrastructure Work at River Point District.

Resolution

WHEREAS, the City of La Crosse and the Redevelopment Authority have been working on the River Point District redevelopment site,

WHEREAS, as a part of Phase 2 work, the site is being prepped for gas and electric utility infrastructure which requires an agreement with, and upfront payment to, Xcel Energy, at an estimated cost of approximately \$500,000 for electric, gas, and contingency; and

WHEREAS, Resolution #20-0814 allows for surplus increment from Tax Increment District (TID) 13 be shared with TID 18; and

WHEREAS, per Division 3 – Section 2-360 of the City Code of Ordinances, approval requires a two-thirds (2/3) vote of the Common Council members present, as it was not listed in a previously adopted Capital Improvement Plan.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that appropriation for the cost of this work is approved as follows:

From: Tax Increment Financing District 18 cash available, up to \$500,000

To: River Point District Phase II project, Res. 22-1010

BE IT FURTHER RESOLVED that the final contract(s) and cost(s) shall be approved by the Board of Public Works, with approval to sign any necessary agreements.

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

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



OFFICE OF THE MAYOR
LA CROSSE

23-0620

May 23, 2023

I hereby approve the submitting of the attached Legislation "Resolution authorizing funding for Utility Infrastructure Work at River Point District" 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: 23-0570

Agenda Date: 6/1/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution authorizing the Mayor and City Clerk to sign State/Municipal Financial Agreement for the Reconstruction of the BNSF RR Crossing at Sims Place (ID# 5991-07-46).

RESOLUTION

WHEREAS, the City of La Crosse (City) and State of Wisconsin Department of Transportation (WisDOT) enter into State/Municipal Financial Agreements (SFMA) for the construction of BNSF RR Crossing within the limits of the City of La Crosse; and

WHEREAS, staff from the City and WisDOT have been in coordination of the scoping and the development of plans, specifications, and estimates of said project, which is detailed in the attached document.

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 SMFA for the reconstruction of BNSF RR Crossing at Sims Place (ID# 5991-07-46).

BE IT FURTHER RESOLVED that the SMFA be referred to existing and future Capital Improvement Program budgets for funding construction, as detailed in the attached document.

BE IT FURTHER RESOLVED that City staff are hereby authorized to perform all duties to effectuate this resolution.

STATE/MUNICIPAL AGREEMENT
 FOR A
 RAILROAD CROSSING IMPROVEMENT
 PROJECT

DATE: May 10, 2023
 I.D.: 5991-07-46 HWY: Sims Place
 TITLE: C La Crosse, Sims Place
 SUBTITLE: BNSF RR XING 917431D
 COUNTY: La Crosse LENGTH: 0.0 miles

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 extended by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility: Current at-grade crossing is signalized and is interconnected with adjacent at-grade RR crossing (USH 14/South Avenue) and roadway intersection (USH 14 & Green Bay St.) but does not meet current safety standards for interconnected at-grade crossing (no gate to prevent cuing between RR crossing and roadway intersection). Existing pedestrian crosswalk terminates on the North end on the RR tracks causing a safety hazard for pedestrians.

Proposed Improvement: It is proposed to add a concrete median island in conjunction with RR mast mounted signals with gates as well as relocate pedestrian crosswalk away from at-grade RR crossing. The project is programmed for construction in 2023.

Non-participating Items: None.

PHASE	Total Est. Cost	Federal/ State Funds	%	Municipal Funds	%
Construction:					
Participating	\$28,316.99	\$25,485.29	90%	\$2,831.70	10%
Non-Participating	\$0	\$0	0%	\$0	0%
State Review	\$283.17	\$254.85	90%	\$28.32	90%
Construction Total	\$28,600.16	\$25,740.14	90%	\$2,860.02	90%
Total Cost Distribution	\$28,600.16	\$25,740.14		\$2,860.02	

***Project costs in excess of 10% of total estimated cost must receive Region approval.**

This request is subject to the terms and conditions that follow (pages 2-3) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon acceptance by the State shall constitute agreement between the Municipality and the State.

Signed for and in behalf of City of La Crosse:

_____ Name

_____ Title

_____ Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality will pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing.
3. Funding of each project phase (preliminary engineering, real estate, construction, and other) is subject to inclusion in an approved program. Federal aid and/or State highway fund financing will be limited to participation in the costs of the following items:
 - (a) The grading, base, and pavement.
 - (b) Construction engineering incidental to inspection and supervision of actual construction work.
 - (c) State review services.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installation 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 due to change in street or sidewalk widths, grades or drainage.
 - (c) State review services.
5. As the work progresses, the Municipality will be billed and agrees to pay for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs and the Municipality agrees to pay any required reimbursement to the State.
6. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for Federal/State participation.
8. The Municipality will at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and will make ample provision for such maintenance each year.
9. In order 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.

10. The basis for local participation is as follows:

ID 5991-07-46: 90%/10% Railroad Crossing Improvement Program.



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



OFFICE OF THE MAYOR
LA CROSSE

23-0570

May 26, 2023

I hereby approve the submitting of the attached Legislation “Resolution authorizing the Mayor and City Clerk to sign State/Municipal Financial Agreement for the Reconstruction of the BNSF RR Crossing at Sims Place (ID# 5991-07-46)” 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: 23-0638

Agenda Date: 6/1/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

RESOLUTION No. 23-0638

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$4,190,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF PROVIDING FOR STREET IMPROVEMENTS, STREET IMPROVEMENT FUNDING AND STREET LIGHTING.

BE IT RESOLVED by the Common Council of the City of La Crosse, La Crosse County, Wisconsin (the "*City*"), that there shall be issued general obligation bonds of the City in an aggregate principal amount not to exceed \$4,190,000 for the public purpose of providing for street improvements, street improvement funding and street lighting. For the purpose of paying the various installments of principal of and interest on said bonds as they severally mature, prior to the issuance and delivery of said bonds there shall be levied on all taxable property in the City a direct annual irrevocable tax sufficient for that purpose.

Upon motion made by Council Member _____ and seconded by Council Member _____ to adopt, as recommended by the Finance and Personnel Committee, the following members voted:

AYE: _____

NAY: _____

ABSENT OR NOT VOTING: _____

Adopted June 8, 2023.

Approved June 8, 2023.

Recorded June 8, 2023.

Mayor

Attest:

City Clerk



OFFICE OF THE MAYOR
LA CROSSE

23-0638

May 26, 2023

I hereby approve the submitting of the attached Legislation “An Initial Resolution authorizing not to exceed \$4,190,000 aggregate principal amount of general obligation bonds of the City of La Crosse, La Crosse County, Wisconsin, for the purpose of providing for street improvements, street improvement funding and street lighting” 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

MINUTES of a regular, open, public session of the Common Council of the City of La Crosse, La Crosse County, Wisconsin, held in the City Hall Council Chamber, 400 La Crosse Street, La Crosse, Wisconsin, in said City, at 6:00 o'clock P.M., on the 8th day of June, 2023.

* * *

The meeting was called to order by the President, and upon the roll being called, Mitch Reynolds, the Mayor, and the following Council Members were physically present at said location:

The following Council Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The City Clerk announced that the next items before the Council were several initial resolutions related to general obligation bonds proposed to be issued by the City for various purposes, providing for publication of statutory notice with respect to certain of such proposed resolutions, and related matters.

Thereupon the following resolutions were introduced by Mayor Mitch Reynolds:

The City Clerk was then directed to publish notice of the adoption of the foregoing Initial Resolutions (with the exception of the Initial Resolution for the general obligation refunding bonds), one time in the official city newspaper, not later than June 23, 2023, such notice to be in substantially the form as follows:

**OFFICIAL NOTICE TO ELECTORS
OF ADOPTION OF
INITIAL RESOLUTIONS**

Initial resolutions were adopted at the regular meeting of the Common Council of the City of La Crosse, La Crosse County, Wisconsin (the “City”), on June 8, 2023, and promptly recorded, providing for the issuance of general obligation bonds of the City in the amounts and for the public purposes, as follows:

AMOUNT	PURPOSE
\$4,190,000	Street improvements, street improvement funding and street lighting
720,000	Fire engines and other equipment of the fire department
4,500,000	Construction of engine houses, and for pumps, water mains, reservoirs and all other reasonable facilities for fire protection apparatus or equipment for fire protection
510,000	River improvements
1,360,000	Parks and public grounds
770,000	Construction of police facilities

For the purpose of paying the various installments of principal of and interest on the aforesaid bonds as they severally mature, prior to their issuance and delivery there shall be levied on all taxable property in the City a direct annual irrevocable tax sufficient for that purpose.

The bonds authorized to be issued by the various Initial Resolutions set out above shall be issued by the City of La Crosse unless, before 5:00 P.M., on July 8, 2023, a petition is filed in the office of the City Clerk by electors numbering at least ten percent (10%) of the votes cast for governor in the City at the last general election requesting that the initial resolution be submitted to the electors.

Dated: June 8, 2023

/s/ Nikki Elsen

City Clerk

* * *

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Mayor

Attest:

City Clerk

STATE OF WISCONSIN)
) SS.
COUNTY OF LA CROSSE)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of La Crosse, La Crosse County, Wisconsin (the “City”), and as such official I further certify that I am the keeper of the records and files of the Common Council of the City (the “Common Council”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Common Council held on the 8th day of June, 2023 (the “Meeting”), insofar as same relates to the adoption of resolutions entitled:

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$4,190,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF PROVIDING FOR STREET IMPROVEMENTS, STREET IMPROVEMENT FUNDING AND STREET LIGHTING.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$720,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING FIRE ENGINES AND OTHER EQUIPMENT OF THE FIRE DEPARTMENT.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$4,500,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION OF ENGINE HOUSES, AND FOR PUMPS, WATER MAINS, RESERVOIRS AND ALL OTHER REASONABLE FACILITIES FOR FIRE PROTECTION APPARATUS OR EQUIPMENT FOR FIRE PROTECTION.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$510,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING RIVER IMPROVEMENTS.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$1,360,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING THE

ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF PARKS AND PUBLIC GROUNDS.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$770,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION OF POLICE FACILITIES.

a true, correct and complete copy of which said resolutions as adopted at the Meeting appear in the foregoing transcript of the minutes of the Meeting.

I further certify that a true and correct statement of every step or proceeding had or taken to date in connection with the authorization of the Bonds and Notes has been recorded by me in a separate record book, pursuant to the provisions of Section 67.05(12), *Wisconsin Statutes*, as supplemented and amended.

I do further certify that these resolutions were adopted at the Meeting, which was an open, lawful public meeting of the Common Council, that the deliberations of the Common Council on the adoption of said resolutions were conducted openly, that the vote on the adoption of said resolution was taken openly, and that the Meeting was called, noticed, held and conducted in the manner established by the Common Council and required by the *Wisconsin Statutes*, including, but not limited to, compliance with Sections 19.81 to 19.98, inclusive, of the *Wisconsin Statutes*, as supplemented and amended, notifying the public of the Meeting by distribution an agenda to the media not less than twenty-four (24) hours prior to the Meeting, which agenda is available to the public at the City Hall, located within the City, and that a true, correct and complete copy of the agenda as so provided with respect to the Meeting is attached hereto as *Exhibit A*.

WITNESS my official signature and the official seal of said City this 8th day of June, 2023.

[SEAL]

City Clerk

**OFFICIAL NOTICE TO ELECTORS
OF ADOPTION OF
INITIAL RESOLUTIONS**

Initial resolutions were adopted at the regular meeting of the Common Council of the City of La Crosse, La Crosse County, Wisconsin (the “City”), on June 8, 2023, and promptly recorded, providing for the issuance of general obligation bonds of the City in the amounts and for the public purposes, as follows:

AMOUNT	PURPOSE
\$4,190,000	Street improvements, street improvement funding and street lighting
720,000	Fire engines and other equipment of the fire department
4,500,000	Construction of engine houses, and for pumps, water mains, reservoirs and all other reasonable facilities for fire protection apparatus or equipment for fire protection
510,000	River improvements
1,360,000	Parks and public grounds
770,000	Construction of police facilities

For the purpose of paying the various installments of principal of and interest on the aforesaid bonds as they severally mature, prior to their issuance and delivery there shall be levied on all taxable property in the City a direct annual irrevocable tax sufficient for that purpose.

The bonds authorized to be issued by the various Initial Resolutions set out above shall be issued by the City of La Crosse unless, before 5:00 P.M., on July 8, 2023, a petition is filed in the office of the City Clerk by electors numbering at least ten percent (10%) of the votes cast for governor in the City at the last general election requesting that the initial resolution be submitted to the electors.

Dated: June 8, 2023

/s/

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

Publish Tuesday, June 13, 2023
Display Ad
Affidavit of Publication



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-0639

Agenda Date: 6/1/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

RESOLUTION No. 23-0639

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$720,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING FIRE ENGINES AND OTHER EQUIPMENT OF THE FIRE DEPARTMENT.

BE IT RESOLVED by the Common Council of the City of La Crosse, La Crosse County, Wisconsin (the "*City*"), that there shall be issued general obligation bonds of the City in an aggregate principal amount not to exceed \$720,000 for the public purpose of financing fire engines and other equipment of the fire department. For the purpose of paying the various installments of principal of and interest on said bonds as they severally mature, prior to the issuance and delivery of said bonds there shall be levied on all taxable property in the City a direct annual irrepealable tax sufficient for that purpose.

Upon motion made by Council Member _____ and seconded by Council Member _____ to adopt, as recommended by the Finance and Personnel Committee, the following members voted:

AYE: _____

NAY: _____

ABSENT OR NOT VOTING: _____

Adopted June 8, 2023.

Approved June 8, 2023.

Recorded June 8, 2023.

Mayor

Attest:

City Clerk



OFFICE OF THE MAYOR
LA CROSSE

23-0639

May 26, 2023

I hereby approve the submitting of the attached Legislation “An Initial Resolution authorizing not to exceed \$720,000 aggregate principal amount of general obligation bonds of the City of La Crosse, La Crosse County, Wisconsin, for the purpose of financing fire engines and other equipment of the fire department” 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

MINUTES of a regular, open, public session of the Common Council of the City of La Crosse, La Crosse County, Wisconsin, held in the City Hall Council Chamber, 400 La Crosse Street, La Crosse, Wisconsin, in said City, at 6:00 o'clock P.M., on the 8th day of June, 2023.

* * *

The meeting was called to order by the President, and upon the roll being called, Mitch Reynolds, the Mayor, and the following Council Members were physically present at said location:

The following Council Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The City Clerk announced that the next items before the Council were several initial resolutions related to general obligation bonds proposed to be issued by the City for various purposes, providing for publication of statutory notice with respect to certain of such proposed resolutions, and related matters.

Thereupon the following resolutions were introduced by Mayor Mitch Reynolds:

The City Clerk was then directed to publish notice of the adoption of the foregoing Initial Resolutions (with the exception of the Initial Resolution for the general obligation refunding bonds), one time in the official city newspaper, not later than June 23, 2023, such notice to be in substantially the form as follows:

**OFFICIAL NOTICE TO ELECTORS
OF ADOPTION OF
INITIAL RESOLUTIONS**

Initial resolutions were adopted at the regular meeting of the Common Council of the City of La Crosse, La Crosse County, Wisconsin (the “City”), on June 8, 2023, and promptly recorded, providing for the issuance of general obligation bonds of the City in the amounts and for the public purposes, as follows:

AMOUNT	PURPOSE
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510,000	River improvements
1,360,000	Parks and public grounds
770,000	Construction of police facilities

For the purpose of paying the various installments of principal of and interest on the aforesaid bonds as they severally mature, prior to their issuance and delivery there shall be levied on all taxable property in the City a direct annual irrevocable tax sufficient for that purpose.

The bonds authorized to be issued by the various Initial Resolutions set out above shall be issued by the City of La Crosse unless, before 5:00 P.M., on July 8, 2023, a petition is filed in the office of the City Clerk by electors numbering at least ten percent (10%) of the votes cast for governor in the City at the last general election requesting that the initial resolution be submitted to the electors.

Dated: June 8, 2023

/s/ Nikki Elsen

City Clerk

* * *

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Mayor

Attest:

City Clerk

STATE OF WISCONSIN)
) SS.
COUNTY OF LA CROSSE)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of La Crosse, La Crosse County, Wisconsin (the “City”), and as such official I further certify that I am the keeper of the records and files of the Common Council of the City (the “Common Council”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Common Council held on the 8th day of June, 2023 (the “Meeting”), insofar as same relates to the adoption of resolutions entitled:

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$4,190,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF PROVIDING FOR STREET IMPROVEMENTS, STREET IMPROVEMENT FUNDING AND STREET LIGHTING.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$720,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING FIRE ENGINES AND OTHER EQUIPMENT OF THE FIRE DEPARTMENT.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$4,500,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION OF ENGINE HOUSES, AND FOR PUMPS, WATER MAINS, RESERVOIRS AND ALL OTHER REASONABLE FACILITIES FOR FIRE PROTECTION APPARATUS OR EQUIPMENT FOR FIRE PROTECTION.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$510,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING RIVER IMPROVEMENTS.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$1,360,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING THE

ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF PARKS AND PUBLIC GROUNDS.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$770,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION OF POLICE FACILITIES.

a true, correct and complete copy of which said resolutions as adopted at the Meeting appear in the foregoing transcript of the minutes of the Meeting.

I further certify that a true and correct statement of every step or proceeding had or taken to date in connection with the authorization of the Bonds and Notes has been recorded by me in a separate record book, pursuant to the provisions of Section 67.05(12), *Wisconsin Statutes*, as supplemented and amended.

I do further certify that these resolutions were adopted at the Meeting, which was an open, lawful public meeting of the Common Council, that the deliberations of the Common Council on the adoption of said resolutions were conducted openly, that the vote on the adoption of said resolution was taken openly, and that the Meeting was called, noticed, held and conducted in the manner established by the Common Council and required by the *Wisconsin Statutes*, including, but not limited to, compliance with Sections 19.81 to 19.98, inclusive, of the *Wisconsin Statutes*, as supplemented and amended, notifying the public of the Meeting by distribution an agenda to the media not less than twenty-four (24) hours prior to the Meeting, which agenda is available to the public at the City Hall, located within the City, and that a true, correct and complete copy of the agenda as so provided with respect to the Meeting is attached hereto as *Exhibit A*.

WITNESS my official signature and the official seal of said City this 8th day of June, 2023.

City Clerk

[SEAL]

**OFFICIAL NOTICE TO ELECTORS
OF ADOPTION OF
INITIAL RESOLUTIONS**

Initial resolutions were adopted at the regular meeting of the Common Council of the City of La Crosse, La Crosse County, Wisconsin (the “City”), on June 8, 2023, and promptly recorded, providing for the issuance of general obligation bonds of the City in the amounts and for the public purposes, as follows:

AMOUNT	PURPOSE
\$4,190,000	Street improvements, street improvement funding and street lighting
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770,000	Construction of police facilities

For the purpose of paying the various installments of principal of and interest on the aforesaid bonds as they severally mature, prior to their issuance and delivery there shall be levied on all taxable property in the City a direct annual irrepealable tax sufficient for that purpose.

The bonds authorized to be issued by the various Initial Resolutions set out above shall be issued by the City of La Crosse unless, before 5:00 P.M., on July 8, 2023, a petition is filed in the office of the City Clerk by electors numbering at least ten percent (10%) of the votes cast for governor in the City at the last general election requesting that the initial resolution be submitted to the electors.

Dated: June 8, 2023

/s/

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

Publish Tuesday, June 13, 2023
Display Ad
Affidavit of Publication



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-0640

Agenda Date: 6/1/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

RESOLUTION No. 23-0640

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$4,500,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION OF ENGINE HOUSES, AND FOR PUMPS, WATER MAINS, RESERVOIRS AND ALL OTHER REASONABLE FACILITIES FOR FIRE PROTECTION APPARATUS OR EQUIPMENT FOR FIRE PROTECTION.

BE IT RESOLVED by the Common Council of the City of La Crosse, La Crosse County, Wisconsin (the "*City*"), that there shall be issued general obligation bonds of the City in an aggregate principal amount not to exceed \$4,500,000 for the public purpose of financing the construction of engine houses, and for pumps, water mains, reservoirs and all other reasonable facilities for fire protection apparatus or equipment for fire protection. For the purpose of paying the various installments of principal of and interest on said bonds as they severally mature, prior to the issuance and delivery of said bonds there shall be levied on all taxable property in the City a direct annual irrevocable tax sufficient for that purpose.

Upon motion made by Council Member _____ and seconded by Council Member _____ to adopt, as recommended by the Finance and Personnel Committee, the following members voted:

AYE: _____

NAY: _____

ABSENT OR NOT VOTING: _____

Adopted June 8, 2023.

Approved June 8, 2023.

Recorded June 8, 2023.

Mayor

Attest:

City Clerk



OFFICE OF THE MAYOR
LA CROSSE

23-0640

May 26, 2023

I hereby approve the submitting of the attached Legislation “An Initial Resolution authorizing not to exceed \$4,500,000 aggregate principal amount of general obligation bonds of the City of La Crosse, La Crosse County, Wisconsin, for the purpose of financing the construction of engine houses, and for pumps, water mains, reservoirs and all other reasonable facilities for fire protection apparatus or equipment for fire protection” 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

MINUTES of a regular, open, public session of the Common Council of the City of La Crosse, La Crosse County, Wisconsin, held in the City Hall Council Chamber, 400 La Crosse Street, La Crosse, Wisconsin, in said City, at 6:00 o'clock P.M., on the 8th day of June, 2023.

* * *

The meeting was called to order by the President, and upon the roll being called, Mitch Reynolds, the Mayor, and the following Council Members were physically present at said location:

The following Council Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The City Clerk announced that the next items before the Council were several initial resolutions related to general obligation bonds proposed to be issued by the City for various purposes, providing for publication of statutory notice with respect to certain of such proposed resolutions, and related matters.

Thereupon the following resolutions were introduced by Mayor Mitch Reynolds:

The City Clerk was then directed to publish notice of the adoption of the foregoing Initial Resolutions (with the exception of the Initial Resolution for the general obligation refunding bonds), one time in the official city newspaper, not later than June 23, 2023, such notice to be in substantially the form as follows:

**OFFICIAL NOTICE TO ELECTORS
OF ADOPTION OF
INITIAL RESOLUTIONS**

Initial resolutions were adopted at the regular meeting of the Common Council of the City of La Crosse, La Crosse County, Wisconsin (the “City”), on June 8, 2023, and promptly recorded, providing for the issuance of general obligation bonds of the City in the amounts and for the public purposes, as follows:

AMOUNT	PURPOSE
\$4,190,000	Street improvements, street improvement funding and street lighting
720,000	Fire engines and other equipment of the fire department
4,500,000	Construction of engine houses, and for pumps, water mains, reservoirs and all other reasonable facilities for fire protection apparatus or equipment for fire protection
510,000	River improvements
1,360,000	Parks and public grounds
770,000	Construction of police facilities

For the purpose of paying the various installments of principal of and interest on the aforesaid bonds as they severally mature, prior to their issuance and delivery there shall be levied on all taxable property in the City a direct annual irrevocable tax sufficient for that purpose.

The bonds authorized to be issued by the various Initial Resolutions set out above shall be issued by the City of La Crosse unless, before 5:00 P.M., on July 8, 2023, a petition is filed in the office of the City Clerk by electors numbering at least ten percent (10%) of the votes cast for governor in the City at the last general election requesting that the initial resolution be submitted to the electors.

Dated: June 8, 2023

/s/ Nikki Elsen

City Clerk

* * *

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Mayor

Attest:

City Clerk

STATE OF WISCONSIN)
) SS.
COUNTY OF LA CROSSE)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of La Crosse, La Crosse County, Wisconsin (the “City”), and as such official I further certify that I am the keeper of the records and files of the Common Council of the City (the “Common Council”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Common Council held on the 8th day of June, 2023 (the “Meeting”), insofar as same relates to the adoption of resolutions entitled:

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$4,190,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF PROVIDING FOR STREET IMPROVEMENTS, STREET IMPROVEMENT FUNDING AND STREET LIGHTING.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$720,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING FIRE ENGINES AND OTHER EQUIPMENT OF THE FIRE DEPARTMENT.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$4,500,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION OF ENGINE HOUSES, AND FOR PUMPS, WATER MAINS, RESERVOIRS AND ALL OTHER REASONABLE FACILITIES FOR FIRE PROTECTION APPARATUS OR EQUIPMENT FOR FIRE PROTECTION.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$510,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING RIVER IMPROVEMENTS.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$1,360,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING THE

ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF PARKS AND PUBLIC GROUNDS.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$770,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION OF POLICE FACILITIES.

a true, correct and complete copy of which said resolutions as adopted at the Meeting appear in the foregoing transcript of the minutes of the Meeting.

I further certify that a true and correct statement of every step or proceeding had or taken to date in connection with the authorization of the Bonds and Notes has been recorded by me in a separate record book, pursuant to the provisions of Section 67.05(12), *Wisconsin Statutes*, as supplemented and amended.

I do further certify that these resolutions were adopted at the Meeting, which was an open, lawful public meeting of the Common Council, that the deliberations of the Common Council on the adoption of said resolutions were conducted openly, that the vote on the adoption of said resolution was taken openly, and that the Meeting was called, noticed, held and conducted in the manner established by the Common Council and required by the *Wisconsin Statutes*, including, but not limited to, compliance with Sections 19.81 to 19.98, inclusive, of the *Wisconsin Statutes*, as supplemented and amended, notifying the public of the Meeting by distribution an agenda to the media not less than twenty-four (24) hours prior to the Meeting, which agenda is available to the public at the City Hall, located within the City, and that a true, correct and complete copy of the agenda as so provided with respect to the Meeting is attached hereto as *Exhibit A*.

WITNESS my official signature and the official seal of said City this 8th day of June, 2023.

[SEAL]

City Clerk

**OFFICIAL NOTICE TO ELECTORS
OF ADOPTION OF
INITIAL RESOLUTIONS**

Initial resolutions were adopted at the regular meeting of the Common Council of the City of La Crosse, La Crosse County, Wisconsin (the “City”), on June 8, 2023, and promptly recorded, providing for the issuance of general obligation bonds of the City in the amounts and for the public purposes, as follows:

AMOUNT	PURPOSE
\$4,190,000	Street improvements, street improvement funding and street lighting
720,000	Fire engines and other equipment of the fire department
4,500,000	Construction of engine houses, and for pumps, water mains, reservoirs and all other reasonable facilities for fire protection apparatus or equipment for fire protection
510,000	River improvements
1,360,000	Parks and public grounds
770,000	Construction of police facilities

For the purpose of paying the various installments of principal of and interest on the aforesaid bonds as they severally mature, prior to their issuance and delivery there shall be levied on all taxable property in the City a direct annual irrevocable tax sufficient for that purpose.

The bonds authorized to be issued by the various Initial Resolutions set out above shall be issued by the City of La Crosse unless, before 5:00 P.M., on July 8, 2023, a petition is filed in the office of the City Clerk by electors numbering at least ten percent (10%) of the votes cast for governor in the City at the last general election requesting that the initial resolution be submitted to the electors.

Dated: June 8, 2023

/s/

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

Publish Tuesday, June 13, 2023
Display Ad
Affidavit of Publication



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-0641

Agenda Date: 6/1/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

RESOLUTION No. 23-0641

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$510,000
AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS
OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN,
FOR THE PURPOSE OF FINANCING RIVER IMPROVEMENTS.

BE IT RESOLVED by the Common Council of the City of La Crosse, La Crosse County, Wisconsin (the "*City*"), that there shall be issued general obligation bonds of the City in an aggregate principal amount not to exceed \$510,000 for the public purpose of financing river improvements. For the purpose of paying the various installments of principal of and interest on said bonds as they severally mature, prior to the issuance and delivery of said bonds there shall be levied on all taxable property in the City a direct annual irrevocable tax sufficient for that purpose.

Upon motion made by Council Member _____ and seconded by Council Member _____ to adopt, as recommended by the Finance and Personnel Committee, the following members voted:

AYE: _____

NAY: _____

ABSENT OR NOT VOTING: _____

Adopted June 8, 2023.

Approved June 8, 2023.

Recorded June 8, 2023.

Mayor

Attest:

City Clerk



OFFICE OF THE MAYOR
LA CROSSE

23-0641

May 26, 2023

I hereby approve the submitting of the attached Legislation “An Initial Resolution authorizing not to exceed \$510,000 aggregate principal amount of general obligation bonds of the City of La Crosse, La Crosse County, Wisconsin, for the purpose of financing river improvements” 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

MINUTES of a regular, open, public session of the Common Council of the City of La Crosse, La Crosse County, Wisconsin, held in the City Hall Council Chamber, 400 La Crosse Street, La Crosse, Wisconsin, in said City, at 6:00 o'clock P.M., on the 8th day of June, 2023.

* * *

The meeting was called to order by the President, and upon the roll being called, Mitch Reynolds, the Mayor, and the following Council Members were physically present at said location:

The following Council Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The City Clerk announced that the next items before the Council were several initial resolutions related to general obligation bonds proposed to be issued by the City for various purposes, providing for publication of statutory notice with respect to certain of such proposed resolutions, and related matters.

Thereupon the following resolutions were introduced by Mayor Mitch Reynolds:

The City Clerk was then directed to publish notice of the adoption of the foregoing Initial Resolutions (with the exception of the Initial Resolution for the general obligation refunding bonds), one time in the official city newspaper, not later than June 23, 2023, such notice to be in substantially the form as follows:

**OFFICIAL NOTICE TO ELECTORS
OF ADOPTION OF
INITIAL RESOLUTIONS**

Initial resolutions were adopted at the regular meeting of the Common Council of the City of La Crosse, La Crosse County, Wisconsin (the “*City*”), on June 8, 2023, and promptly recorded, providing for the issuance of general obligation bonds of the City in the amounts and for the public purposes, as follows:

AMOUNT	PURPOSE
\$4,190,000	Street improvements, street improvement funding and street lighting
720,000	Fire engines and other equipment of the fire department
4,500,000	Construction of engine houses, and for pumps, water mains, reservoirs and all other reasonable facilities for fire protection apparatus or equipment for fire protection
510,000	River improvements
1,360,000	Parks and public grounds
770,000	Construction of police facilities

For the purpose of paying the various installments of principal of and interest on the aforesaid bonds as they severally mature, prior to their issuance and delivery there shall be levied on all taxable property in the City a direct annual irrevocable tax sufficient for that purpose.

The bonds authorized to be issued by the various Initial Resolutions set out above shall be issued by the City of La Crosse unless, before 5:00 P.M., on July 8, 2023, a petition is filed in the office of the City Clerk by electors numbering at least ten percent (10%) of the votes cast for governor in the City at the last general election requesting that the initial resolution be submitted to the electors.

Dated: June 8, 2023

/s/ Nikki Elsen

City Clerk

* * *

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Mayor

Attest:

City Clerk

STATE OF WISCONSIN)
) SS.
COUNTY OF LA CROSSE)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of La Crosse, La Crosse County, Wisconsin (the “City”), and as such official I further certify that I am the keeper of the records and files of the Common Council of the City (the “Common Council”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Common Council held on the 8th day of June, 2023 (the “Meeting”), insofar as same relates to the adoption of resolutions entitled:

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$4,190,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF PROVIDING FOR STREET IMPROVEMENTS, STREET IMPROVEMENT FUNDING AND STREET LIGHTING.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$720,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING FIRE ENGINES AND OTHER EQUIPMENT OF THE FIRE DEPARTMENT.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$4,500,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION OF ENGINE HOUSES, AND FOR PUMPS, WATER MAINS, RESERVOIRS AND ALL OTHER REASONABLE FACILITIES FOR FIRE PROTECTION APPARATUS OR EQUIPMENT FOR FIRE PROTECTION.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$510,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING RIVER IMPROVEMENTS.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$1,360,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING THE

ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF PARKS AND PUBLIC GROUNDS.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$770,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION OF POLICE FACILITIES.

a true, correct and complete copy of which said resolutions as adopted at the Meeting appear in the foregoing transcript of the minutes of the Meeting.

I further certify that a true and correct statement of every step or proceeding had or taken to date in connection with the authorization of the Bonds and Notes has been recorded by me in a separate record book, pursuant to the provisions of Section 67.05(12), *Wisconsin Statutes*, as supplemented and amended.

I do further certify that these resolutions were adopted at the Meeting, which was an open, lawful public meeting of the Common Council, that the deliberations of the Common Council on the adoption of said resolutions were conducted openly, that the vote on the adoption of said resolution was taken openly, and that the Meeting was called, noticed, held and conducted in the manner established by the Common Council and required by the *Wisconsin Statutes*, including, but not limited to, compliance with Sections 19.81 to 19.98, inclusive, of the *Wisconsin Statutes*, as supplemented and amended, notifying the public of the Meeting by distribution an agenda to the media not less than twenty-four (24) hours prior to the Meeting, which agenda is available to the public at the City Hall, located within the City, and that a true, correct and complete copy of the agenda as so provided with respect to the Meeting is attached hereto as *Exhibit A*.

WITNESS my official signature and the official seal of said City this 8th day of June, 2023.

City Clerk

[SEAL]

**OFFICIAL NOTICE TO ELECTORS
OF ADOPTION OF
INITIAL RESOLUTIONS**

Initial resolutions were adopted at the regular meeting of the Common Council of the City of La Crosse, La Crosse County, Wisconsin (the “City”), on June 8, 2023, and promptly recorded, providing for the issuance of general obligation bonds of the City in the amounts and for the public purposes, as follows:

AMOUNT	PURPOSE
\$4,190,000	Street improvements, street improvement funding and street lighting
720,000	Fire engines and other equipment of the fire department
4,500,000	Construction of engine houses, and for pumps, water mains, reservoirs and all other reasonable facilities for fire protection apparatus or equipment for fire protection
510,000	River improvements
1,360,000	Parks and public grounds
770,000	Construction of police facilities

For the purpose of paying the various installments of principal of and interest on the aforesaid bonds as they severally mature, prior to their issuance and delivery there shall be levied on all taxable property in the City a direct annual irrepealable tax sufficient for that purpose.

The bonds authorized to be issued by the various Initial Resolutions set out above shall be issued by the City of La Crosse unless, before 5:00 P.M., on July 8, 2023, a petition is filed in the office of the City Clerk by electors numbering at least ten percent (10%) of the votes cast for governor in the City at the last general election requesting that the initial resolution be submitted to the electors.

Dated: June 8, 2023

/s/

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

Publish Tuesday, June 13, 2023
Display Ad
Affidavit of Publication



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-0642

Agenda Date: 6/1/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

RESOLUTION No. 23-0642

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$1,360,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF PARKS AND PUBLIC GROUNDS.

BE IT RESOLVED by the Common Council of the City of La Crosse, La Crosse County, Wisconsin (the "*City*"), that there shall be issued general obligation bonds of the City in an aggregate principal amount not to exceed \$1,360,000 for the public purpose of financing the acquisition, construction and improvement of parks and public grounds. For the purpose of paying the various installments of principal of and interest on said bonds as they severally mature, prior to the issuance and delivery of said bonds there shall be levied on all taxable property in the City a direct annual irrevocable tax sufficient for that purpose.

Upon motion made by Council Member _____ and seconded by Council Member _____ to adopt, as recommended by the Finance and Personnel Committee, the following members voted:

AYE: _____

NAY: _____

ABSENT OR NOT VOTING: _____

Adopted June 8, 2023.

Approved June 8, 2023.

Recorded June 8, 2023.

Mayor

Attest:

City Clerk



OFFICE OF THE MAYOR
LA CROSSE

23-0642

May 26, 2023

I hereby approve the submitting of the attached Legislation “An Initial Resolution authorizing not to exceed \$1,360,000 aggregate principal amount of general obligation bonds of the City of La Crosse, La Crosse County, Wisconsin, for the purpose of financing the acquisition, construction and improvement of parks and public grounds” 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

MINUTES of a regular, open, public session of the Common Council of the City of La Crosse, La Crosse County, Wisconsin, held in the City Hall Council Chamber, 400 La Crosse Street, La Crosse, Wisconsin, in said City, at 6:00 o'clock P.M., on the 8th day of June, 2023.

* * *

The meeting was called to order by the President, and upon the roll being called, Mitch Reynolds, the Mayor, and the following Council Members were physically present at said location:

The following Council Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The City Clerk announced that the next items before the Council were several initial resolutions related to general obligation bonds proposed to be issued by the City for various purposes, providing for publication of statutory notice with respect to certain of such proposed resolutions, and related matters.

Thereupon the following resolutions were introduced by Mayor Mitch Reynolds:

The City Clerk was then directed to publish notice of the adoption of the foregoing Initial Resolutions (with the exception of the Initial Resolution for the general obligation refunding bonds), one time in the official city newspaper, not later than June 23, 2023, such notice to be in substantially the form as follows:

**OFFICIAL NOTICE TO ELECTORS
OF ADOPTION OF
INITIAL RESOLUTIONS**

Initial resolutions were adopted at the regular meeting of the Common Council of the City of La Crosse, La Crosse County, Wisconsin (the “City”), on June 8, 2023, and promptly recorded, providing for the issuance of general obligation bonds of the City in the amounts and for the public purposes, as follows:

AMOUNT	PURPOSE
\$4,190,000	Street improvements, street improvement funding and street lighting
720,000	Fire engines and other equipment of the fire department
4,500,000	Construction of engine houses, and for pumps, water mains, reservoirs and all other reasonable facilities for fire protection apparatus or equipment for fire protection
510,000	River improvements
1,360,000	Parks and public grounds
770,000	Construction of police facilities

For the purpose of paying the various installments of principal of and interest on the aforesaid bonds as they severally mature, prior to their issuance and delivery there shall be levied on all taxable property in the City a direct annual irrevocable tax sufficient for that purpose.

The bonds authorized to be issued by the various Initial Resolutions set out above shall be issued by the City of La Crosse unless, before 5:00 P.M., on July 8, 2023, a petition is filed in the office of the City Clerk by electors numbering at least ten percent (10%) of the votes cast for governor in the City at the last general election requesting that the initial resolution be submitted to the electors.

Dated: June 8, 2023

/s/ Nikki Elsen

City Clerk

* * *

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Mayor

Attest:

City Clerk

STATE OF WISCONSIN)
) SS.
COUNTY OF LA CROSSE)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of La Crosse, La Crosse County, Wisconsin (the “City”), and as such official I further certify that I am the keeper of the records and files of the Common Council of the City (the “Common Council”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Common Council held on the 8th day of June, 2023 (the “Meeting”), insofar as same relates to the adoption of resolutions entitled:

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$4,190,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF PROVIDING FOR STREET IMPROVEMENTS, STREET IMPROVEMENT FUNDING AND STREET LIGHTING.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$720,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING FIRE ENGINES AND OTHER EQUIPMENT OF THE FIRE DEPARTMENT.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$4,500,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION OF ENGINE HOUSES, AND FOR PUMPS, WATER MAINS, RESERVOIRS AND ALL OTHER REASONABLE FACILITIES FOR FIRE PROTECTION APPARATUS OR EQUIPMENT FOR FIRE PROTECTION.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$510,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING RIVER IMPROVEMENTS.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$1,360,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING THE

ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF PARKS AND PUBLIC GROUNDS.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$770,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION OF POLICE FACILITIES.

a true, correct and complete copy of which said resolutions as adopted at the Meeting appear in the foregoing transcript of the minutes of the Meeting.

I further certify that a true and correct statement of every step or proceeding had or taken to date in connection with the authorization of the Bonds and Notes has been recorded by me in a separate record book, pursuant to the provisions of Section 67.05(12), *Wisconsin Statutes*, as supplemented and amended.

I do further certify that these resolutions were adopted at the Meeting, which was an open, lawful public meeting of the Common Council, that the deliberations of the Common Council on the adoption of said resolutions were conducted openly, that the vote on the adoption of said resolution was taken openly, and that the Meeting was called, noticed, held and conducted in the manner established by the Common Council and required by the *Wisconsin Statutes*, including, but not limited to, compliance with Sections 19.81 to 19.98, inclusive, of the *Wisconsin Statutes*, as supplemented and amended, notifying the public of the Meeting by distribution an agenda to the media not less than twenty-four (24) hours prior to the Meeting, which agenda is available to the public at the City Hall, located within the City, and that a true, correct and complete copy of the agenda as so provided with respect to the Meeting is attached hereto as *Exhibit A*.

WITNESS my official signature and the official seal of said City this 8th day of June, 2023.

City Clerk

[SEAL]

**OFFICIAL NOTICE TO ELECTORS
OF ADOPTION OF
INITIAL RESOLUTIONS**

Initial resolutions were adopted at the regular meeting of the Common Council of the City of La Crosse, La Crosse County, Wisconsin (the “City”), on June 8, 2023, and promptly recorded, providing for the issuance of general obligation bonds of the City in the amounts and for the public purposes, as follows:

AMOUNT	PURPOSE
\$4,190,000	Street improvements, street improvement funding and street lighting
720,000	Fire engines and other equipment of the fire department
4,500,000	Construction of engine houses, and for pumps, water mains, reservoirs and all other reasonable facilities for fire protection apparatus or equipment for fire protection
510,000	River improvements
1,360,000	Parks and public grounds
770,000	Construction of police facilities

For the purpose of paying the various installments of principal of and interest on the aforesaid bonds as they severally mature, prior to their issuance and delivery there shall be levied on all taxable property in the City a direct annual irrepealable tax sufficient for that purpose.

The bonds authorized to be issued by the various Initial Resolutions set out above shall be issued by the City of La Crosse unless, before 5:00 P.M., on July 8, 2023, a petition is filed in the office of the City Clerk by electors numbering at least ten percent (10%) of the votes cast for governor in the City at the last general election requesting that the initial resolution be submitted to the electors.

Dated: June 8, 2023

/s/

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

Publish Tuesday, June 13, 2023
Display Ad
Affidavit of Publication



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-0643

Agenda Date: 6/1/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

RESOLUTION No. 23-0643

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$770,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION OF POLICE FACILITIES.

BE IT RESOLVED by the Common Council of the City of La Crosse, La Crosse County, Wisconsin (the "*City*"), that there shall be issued general obligation bonds of the City in an aggregate principal amount not to exceed \$770,000 for the public purpose of financing the construction of police facilities. For the purpose of paying the various installments of principal of and interest on said bonds as they severally mature, prior to the issuance and delivery of said bonds there shall be levied on all taxable property in the City a direct annual irrepealable tax sufficient for that purpose.

Upon motion made by Council Member _____ and seconded by Council Member _____ to adopt, as recommended by the Finance and Personnel Committee, the following members voted:

AYE: _____

NAY: _____

ABSENT OR NOT VOTING: _____

Adopted June 8, 2023.

Approved June 8, 2023.

Recorded June 8, 2023.

Mayor

Attest:

City Clerk



OFFICE OF THE MAYOR
LA CROSSE

23-0643

May 26, 2023

I hereby approve the submitting of the attached Legislation “An Initial Resolution authorizing not to exceed \$770,000 aggregate principal amount of general obligation bonds of the City of La Crosse, La Crosse County, Wisconsin, for the purpose of financing the construction of police facilities” 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

MINUTES of a regular, open, public session of the Common Council of the City of La Crosse, La Crosse County, Wisconsin, held in the City Hall Council Chamber, 400 La Crosse Street, La Crosse, Wisconsin, in said City, at 6:00 o'clock P.M., on the 8th day of June, 2023.

* * *

The meeting was called to order by the President, and upon the roll being called, Mitch Reynolds, the Mayor, and the following Council Members were physically present at said location:

The following Council Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The City Clerk announced that the next items before the Council were several initial resolutions related to general obligation bonds proposed to be issued by the City for various purposes, providing for publication of statutory notice with respect to certain of such proposed resolutions, and related matters.

Thereupon the following resolutions were introduced by Mayor Mitch Reynolds:

The City Clerk was then directed to publish notice of the adoption of the foregoing Initial Resolutions (with the exception of the Initial Resolution for the general obligation refunding bonds), one time in the official city newspaper, not later than June 23, 2023, such notice to be in substantially the form as follows:

**OFFICIAL NOTICE TO ELECTORS
OF ADOPTION OF
INITIAL RESOLUTIONS**

Initial resolutions were adopted at the regular meeting of the Common Council of the City of La Crosse, La Crosse County, Wisconsin (the “City”), on June 8, 2023, and promptly recorded, providing for the issuance of general obligation bonds of the City in the amounts and for the public purposes, as follows:

AMOUNT	PURPOSE
\$4,190,000	Street improvements, street improvement funding and street lighting
720,000	Fire engines and other equipment of the fire department
4,500,000	Construction of engine houses, and for pumps, water mains, reservoirs and all other reasonable facilities for fire protection apparatus or equipment for fire protection
510,000	River improvements
1,360,000	Parks and public grounds
770,000	Construction of police facilities

For the purpose of paying the various installments of principal of and interest on the aforesaid bonds as they severally mature, prior to their issuance and delivery there shall be levied on all taxable property in the City a direct annual irrevocable tax sufficient for that purpose.

The bonds authorized to be issued by the various Initial Resolutions set out above shall be issued by the City of La Crosse unless, before 5:00 P.M., on July 8, 2023, a petition is filed in the office of the City Clerk by electors numbering at least ten percent (10%) of the votes cast for governor in the City at the last general election requesting that the initial resolution be submitted to the electors.

Dated: June 8, 2023

/s/ Nikki Elsen

City Clerk

* * *

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Mayor

Attest:

City Clerk

STATE OF WISCONSIN)
) SS.
COUNTY OF LA CROSSE)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of La Crosse, La Crosse County, Wisconsin (the “City”), and as such official I further certify that I am the keeper of the records and files of the Common Council of the City (the “Common Council”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Common Council held on the 8th day of June, 2023 (the “Meeting”), insofar as same relates to the adoption of resolutions entitled:

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$4,190,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF PROVIDING FOR STREET IMPROVEMENTS, STREET IMPROVEMENT FUNDING AND STREET LIGHTING.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$720,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING FIRE ENGINES AND OTHER EQUIPMENT OF THE FIRE DEPARTMENT.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$4,500,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION OF ENGINE HOUSES, AND FOR PUMPS, WATER MAINS, RESERVOIRS AND ALL OTHER REASONABLE FACILITIES FOR FIRE PROTECTION APPARATUS OR EQUIPMENT FOR FIRE PROTECTION.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$510,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING RIVER IMPROVEMENTS.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$1,360,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING THE

ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF PARKS AND PUBLIC GROUNDS.

AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$770,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION OF POLICE FACILITIES.

a true, correct and complete copy of which said resolutions as adopted at the Meeting appear in the foregoing transcript of the minutes of the Meeting.

I further certify that a true and correct statement of every step or proceeding had or taken to date in connection with the authorization of the Bonds and Notes has been recorded by me in a separate record book, pursuant to the provisions of Section 67.05(12), *Wisconsin Statutes*, as supplemented and amended.

I do further certify that these resolutions were adopted at the Meeting, which was an open, lawful public meeting of the Common Council, that the deliberations of the Common Council on the adoption of said resolutions were conducted openly, that the vote on the adoption of said resolution was taken openly, and that the Meeting was called, noticed, held and conducted in the manner established by the Common Council and required by the *Wisconsin Statutes*, including, but not limited to, compliance with Sections 19.81 to 19.98, inclusive, of the *Wisconsin Statutes*, as supplemented and amended, notifying the public of the Meeting by distribution an agenda to the media not less than twenty-four (24) hours prior to the Meeting, which agenda is available to the public at the City Hall, located within the City, and that a true, correct and complete copy of the agenda as so provided with respect to the Meeting is attached hereto as *Exhibit A*.

WITNESS my official signature and the official seal of said City this 8th day of June, 2023.

[SEAL]

City Clerk

**OFFICIAL NOTICE TO ELECTORS
OF ADOPTION OF
INITIAL RESOLUTIONS**

Initial resolutions were adopted at the regular meeting of the Common Council of the City of La Crosse, La Crosse County, Wisconsin (the “City”), on June 8, 2023, and promptly recorded, providing for the issuance of general obligation bonds of the City in the amounts and for the public purposes, as follows:

AMOUNT	PURPOSE
\$4,190,000	Street improvements, street improvement funding and street lighting
720,000	Fire engines and other equipment of the fire department
4,500,000	Construction of engine houses, and for pumps, water mains, reservoirs and all other reasonable facilities for fire protection apparatus or equipment for fire protection
510,000	River improvements
1,360,000	Parks and public grounds
770,000	Construction of police facilities

For the purpose of paying the various installments of principal of and interest on the aforesaid bonds as they severally mature, prior to their issuance and delivery there shall be levied on all taxable property in the City a direct annual irrevocable tax sufficient for that purpose.

The bonds authorized to be issued by the various Initial Resolutions set out above shall be issued by the City of La Crosse unless, before 5:00 P.M., on July 8, 2023, a petition is filed in the office of the City Clerk by electors numbering at least ten percent (10%) of the votes cast for governor in the City at the last general election requesting that the initial resolution be submitted to the electors.

Dated: June 8, 2023

/s/

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

Publish Tuesday, June 13, 2023
Display Ad
Affidavit of Publication



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-0644

Agenda Date: 6/1/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

RESOLUTION NO. 23-0644

A RESOLUTION DIRECTING THE ADVERTISEMENT AND SALE OF APPROXIMATELY \$12,050,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS AND APPROXIMATELY \$5,670,000 GENERAL OBLIGATION PROMISSORY NOTES OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN.

WHEREAS, cities are authorized by Chapter 67 of the *Wisconsin Statutes*, as supplemented and amended, to borrow money and to issue bonds to finance any project undertaken for a public purpose and to refund municipal obligations, including interest thereon; and

WHEREAS, it is necessary that funds be raised by the City of La Crosse, La Crosse County, Wisconsin (the “City”), in an approximate aggregate principal amount of approximately \$12,050,000 to provide funding for various public purposes as follows: (i) financing street improvements, street improvement funding and street lighting, (ii) purchase of fire engines and other equipment of the fire department, (iii) financing the construction of engine houses, and for pumps, water mains, reservoirs and all other reasonable facilities for fire protection apparatus or equipment for fire protection, (iv) financing river improvements, (v) financing the acquisition, construction and improvement of parks and public grounds, and (vi) financing the construction of police facilities (the “Bond Public Purposes”); and

WHEREAS, it is considered necessary and desirable by the Common Council of the City that the City borrow money and issue its general obligation bonds in an approximate aggregate principal amount of \$12,050,000 (the “Bonds”) in one or more series to finance the Bond Public Purposes; and

WHEREAS, cities are authorized by the provisions of Section 67.12(12) of the *Wisconsin Statutes*, as supplemented and amended, to borrow money and issue promissory notes to finance any project undertaken for a public purpose, including interest thereon; and

WHEREAS, it is necessary that funds be raised by the City in an approximate aggregate principal amount of \$5,670,000 for various public purposes of the City (the “*Note Public Purposes*”); and

WHEREAS, it is considered necessary and desirable by the Common Council of the City that the City borrow money and issue its general obligation promissory notes in an approximate aggregate principal amount of \$5,670,000 (the “*Notes*” and, together with the Bonds, the “*Obligations*”), in one or more series to finance the Note Public Purposes; and

WHEREAS, it is considered desirable to offer all of the Obligations at one time or close in proximity of time in order to obtain the best possible terms for the City;

NOW, THEREFORE, Be It Resolved by the Common Council of the City of La Crosse, La Crosse County, Wisconsin, as follows:

Section 1. For the purpose of offering for sale the Obligations, the City Clerk of the City is hereby authorized to cause an appropriate notice of the sale thereof to be published in a newspaper to be selected by the City Clerk of the City. The City Clerk of the City shall also cause to be prepared and distributed one or more Preliminary Official Statements, including Official Terms of Offering, with respect to the Obligations.

Section 2. After bids shall have been received for the Obligations, this Common Council will adopt additional proceedings to award the same to the best bidder or bidders, prescribe the terms thereof and the forms of bonds and notes, and will levy taxes in the specific amount necessary to pay the principal of and interest on the Obligations.

Section 3. The Director of Finance (the “*Director*”) of the City is hereby authorized to cause some of the Bonds to be issued as Notes and to adjust the principal amounts of the Bonds and the Notes accordingly. The Director is further authorized to cause each of the Obligations to be issued in one or more series, and to determine the federal tax treatment of the interest on any such series.

Section 4. The Mayor, the City Clerk, the Director, the Treasurer and all other officers of the City are hereby authorized to execute all documents and certificates necessary in connection with the sale of the Obligations including without limitation one or more preliminary official statements describing the Obligations and the City and one or more notices of sale providing the terms of the sale of the Obligations.

Section 5. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. All ordinances and resolutions in conflict herewith are hereby superseded to the extent of such conflict, and this Resolution shall take effect from and after its passage.

Upon motion made by Council Member _____ and seconded by Council Member _____ to adopt, as recommended by the Finance and Personnel Committee, the following members voted:

AYE: _____

NAY: _____

ABSENT OR NOT VOTING: _____

Adopted June 8, 2023

Approved June 8, 2023

Recorded June 8, 2023

Mayor

Attest:

City Clerk

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Mayor

Attest:

City Clerk



OFFICE OF THE MAYOR
LA CROSSE

23-0644

May 26, 2023

I hereby approve the submitting of the attached Legislation "A Resolution directing the advertisement and sale of approximately \$12,050,000 aggregate principal amount of general obligation bonds and approximately \$5,670,000 general obligation promissory notes of the City of La Crosse, La Crosse County, Wisconsin" 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

MINUTES of a regular, open, public session of the Common Council of the City of La Crosse, La Crosse County, Wisconsin, held in the City Hall Council Chamber, 400 La Crosse Street, La Crosse, Wisconsin, in said City, at 6:00 o'clock P.M., on the 8th day of June, 2023.

* * *

The meeting was called to order by the President, and upon the roll being called, Mitch Reynolds, the Mayor, and the following Council Members were physically present at said location:

The following Council Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The City Clerk announced that the next items before the Council were several initial resolutions related to general obligation bonds proposed to be issued by the City for various purposes, providing for publication of statutory notice with respect to certain of such proposed resolutions, and related matters.

Thereupon the following resolution was introduced by Mayor Mitch Reynolds:

Upon motion made by Council Member _____ and seconded by Council Member _____ to adopt, as recommended by the Finance and Personnel Committee, the following members voted:

AYE: _____

NAY: _____

ABSENT OR NOT VOTING: _____

Adopted June 8, 2023

Approved June 8, 2023

Recorded June 8, 2023

Mayor

Attest:

City Clerk

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Mayor

Attest:

City Clerk

STATE OF WISCONSIN)
) SS.
COUNTY OF LA CROSSE)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of La Crosse, La Crosse County, Wisconsin (the “City”), and as such official I further certify that I am the keeper of the records and files of the Common Council of the City (the “Common Council”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Common Council held on the 8th day of June, 2023 (the “Meeting”), insofar as same relates to the adoption of a resolution entitled:

A RESOLUTION DIRECTING THE ADVERTISEMENT AND SALE OF APPROXIMATELY \$12,050,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS AND APPROXIMATELY \$5,670,000 GENERAL OBLIGATION PROMISSORY NOTES OF THE CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN.

a true, correct and complete copy of which said resolutions as adopted at the Meeting appear in the foregoing transcript of the minutes of the Meeting.

I further certify that a true and correct statement of every step or proceeding had or taken to date in connection with the authorization of the Bonds and Notes has been recorded by me in a separate record book, pursuant to the provisions of Section 67.05(12), *Wisconsin Statutes*, as supplemented and amended.

I do further certify that the resolution was adopted at the Meeting, which was an open, lawful public meeting of the Common Council, that the deliberations of the Common Council on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, and that the Meeting was called, noticed, held and conducted in the manner established by the Common Council and required by the *Wisconsin Statutes*, including, but not limited to, compliance with Sections 19.81 to 19.98, inclusive, of the *Wisconsin Statutes*, as supplemented and amended, notifying the public of the Meeting by distribution an agenda to the media not less than twenty-four (24) hours prior to the Meeting, which agenda is available to the public at the City Hall, located within the City, and that a true, correct and complete copy of the agenda as so provided with respect to the Meeting is attached hereto as *Exhibit A*.

WITNESS my official signature and the official seal of said City this 8th day of June, 2023.

City Clerk

[SEAL]



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-0566

Agenda Date: 6/1/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number: 8

Resolution approving the Sale of Surplus Property - 2702 & 2706 Onalaska Ave.

RESOLUTION

WHEREAS, the Common Council approved the purchase of 2710 and 2702 Onalaska Ave. by Resolution 21-1685 on December 9, 2021; and

WHEREAS, parcel #17-10259-40 was split on April 13, 2022, and parcel #17-10259-32 was created for 2706 Onalaska Ave.; and

WHEREAS, parcel 17-10259-40, 2702 Onalaska Ave. and 17-10259-32, 2706 Onalaska Ave. were advertised in the legal notice section of the La Crosse Tribune, Winona Daily News and the Chippewa Herald on Monday March 15, 2023; and

WHEREAS, parcel 17-10259-40, 2702 Onalaska Ave. and 17-10259-32 - 2706 Onalaska Ave. were advertised on the Multiple Listing Service (MLS) with a deadline of April 19, 2023 for interested parties to submit an offer to purchase; and

WHEREAS, Habitat for Humanity was the only party to submit an offer to purchase for either parcel; and

WHEREAS, at the May 1, 2023, meeting of the Board of Public Works, it was determined to move forward with the offer to Purchase from Habitat for Humanity at the price of Ten Thousand Dollars and zero cents (\$10,000.00) per parcel.

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 Habitat for Humanity.

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.



April 3, 2023

To: City of La Crosse

Re: Offers to Purchase as 2706 and 2702 Onalaska Avenue, La Crosse

To Whom It May Concern:

Please accept our Offers to Purchase for vacant land located at 2706 and 2702 Onalaska Avenue, La Crosse. Habitat for Humanity La Crosse Area proposes construction of a single-family home on the property to be sold to an income-eligible, first-time homeowner.

Examples of potential construction are attached. Habitat for Humanity La Crosse Area is now a licensed manufactured housing dealer with the State of Wisconsin, and Jeremy Reed, our Construction Manager, is a licensed manufactured housing salesperson. We are currently working with Friendship Homes out of Montevideo, MN. We will be purchasing and placing a modular home on a crawl space on the property. The home will meet all City building codes and will meet or exceed Focus on Energy standards.

We anticipate breaking ground on the property in summer 2023. Current timeline for delivery of the home is 60 days following order. Set, completion, and sale of the home is anticipated to be complete by April 30, 2024. The use of modular housing will allow our organization to greatly reduce our construction time and costs. The estimated assessed value will be \$175,000 each.

Kahya Fox, Executive Director, has extensive experience with modular housing, having been a licensed salesperson while employed as the Housing Assistant Director at Couleecap. Utilizing that experience, Habitat for Humanity La Crosse Area is partnering with the Next Step Network to include modular housing as a cost-effective option for affordable housing development.

Habitat La Crosse is the current owner of a vacant lot purchased from the City of La Crosse and located at 2502 Onalaska Avenue. This home will also be developed in 2023, though it will be a stick-built home and will follow the traditional Habitat for Humanity timeline for new home construction. Potential additional land donated to Habitat for Humanity by the City of La Crosse will be developed using modular housing.

Both homes on Onalaska Avenue are located in the flood plain. We have already received base-flood elevations for both properties and will bring both parcels out of the flood plain following completion. Kahya Fox also has extensive experience with flood plain

3181 Berlin Drive, La Crosse, WI, 54601 • Phone: 608.785.2373
www.habitatlacrosse.org • info@habitatlacrosse.org
Providing Families With a Place to Call Home

construction, having assisted with the elevation of five homes in Gays Mills, WI, as part of the State of Wisconsin's Emergency Assistance Program (EAP).

Habitat for Humanity La Crosse Area brings people together to build homes, communities, and hope. We believe that decent, affordable housing should be a matter of conscience and action; we realize that there are people in our community who are living in inadequate conditions and that joining together we can provide a hand up – not a hand out. For 30 years, Habitat for Humanity La Crosse Area has built 56 homes for families in the Coulee Region.

Thank you for your continued support of our organization.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kahya Fox', written in a cursive style.

Kahya Fox
Executive Director

Approved by the Wisconsin Real Estate Examining Board
1/1/2021 (Optional Use Date) 2/1/2021 (Mandatory Use Date)

Gerrard-Hoeschler
Page 1 of 12, WB-13

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON March 28, 2023 [DATE] IS (AGENT OF BUYER)

2 (~~AGENT OF SELLER/LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Habitat for Humanity EX. Director Kahya Fox

4 offers to purchase the Property known as 2702 onalaska ave

5 _____

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or

7 attach as an addendum per line 686] in the City of la crosse,

8 County of La Crosse Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Ten Thousand

10 _____ Dollars (\$ 10,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date

12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: _____

13 _____

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

15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at

17 lines 12-13) and the following: _____

18 _____

19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**

20 **and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be

22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage

23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not

24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations

25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in**

27 **an addendum per line 686.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer

29 on or before April 28, 2023.

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

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

33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**

35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on June 30, 2023

37 _____

38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,

39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**

41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**

42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**

43 **transfer instructions.**

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ _____ will be mailed, or commercially, electronically

48 or personally delivered within _____ days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____

50 _____) **STRIKE THOSE NOT APPLICABLE**

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**

53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**

54 **disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
79 this Offer except:

80 _____ . If "Time is of the Essence" applies to a date or Deadline,
81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated _____ , which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and _____

99 _____
100 _____ **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

101 "Conditions Affecting the Property or Transaction" are defined to include:

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

Property Address: 2702 onalaska ave, la crosse, wi

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.

179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

182 **N/A** **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry> .

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
210 Equalization Bureau or visit <http://www.revenue.wi.gov/> .

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/> .

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/> .
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____
252 _____

253 _____ **[insert proposed use**
254 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to**
255 **purchase, e.g.1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

256 **[N/A] ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 **[N/A] SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 **[N/A] PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **[CHECK**
266 **ALL THAT APPLY]** conventional in-ground; mound; at grade; in-ground pressure distribution; holding
267 tank; other: _____

268 **[N/A] EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 **[N/A] APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: _____
274 _____

275 **[N/A] UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) **[CHECK AND COMPLETE AS APPLICABLE]:**

277 electricity _____; gas _____; sewer _____;
278 water _____; telephone _____; cable _____;
279 other _____

280 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

282 **[N/A] LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **[STRIKE ONE]** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **[CHECK ALL THAT APPLY]** rezoning; conditional use permit;
284 variance; other _____ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **[N/A] MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **[STRIKE ONE]** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **[STRIKE ONE]**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____
293 _____

294 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

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

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

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

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

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

320 **N/A INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of _____

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

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

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.
344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **N/A FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached
364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
380 (even if subject to conditions) that is:

- 381 (1) signed by Buyer; or
- 382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to**
386 **provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**
387 **Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.
389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
394 unavailability.

395 **N/A SELLER FINANCING:** Seller shall have 10 days after the earlier of:

- 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or
- 397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
404 acceptance, Buyer shall deliver to Seller either:

- 405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
406 the time of verification, sufficient funds to close; or
- 407 (2) _____

408 _____ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
414 access for an appraisal constitute a financing commitment contingency.

415 **N/A APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

- 429 (1) Seller does not have the right to cure; or
- 430 (2) Seller has the right to cure but:
 - 431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or
 - 432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **N/A CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____
437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

- 445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
- 446 (2) Written waiver of _____
447 _____ (name other contingencies, if any); and
- 448 (3) Any of the following checked below:
 - 449 Proof of bridge loan financing.
 - 450 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: _____
453 _____
454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is
465 stricken).

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

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA** :

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

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

483 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
494 Disclosure Report and in this Offer, general taxes levied in the year of closing and _____
495 _____
496 _____ (insert other allowable exceptions from title, if
497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
507 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
513 or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
517 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
527 describing the planned improvements and the assessment of benefits.

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

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
536 (written) (oral) **STRIKE ONE** lease(s), if any, are _____
537 _____

538 _____ . Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

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

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land**
565 **dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

597 If Buyer defaults, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
600 damages.

601 If Seller defaults, Buyer may:

- 602 (1) sue for specific performance; or
603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
651 _____
652 _____
653 _____
654 _____
655 _____
656 _____
657 _____
658 _____
659 _____
660 _____
661 _____
662 _____
663 _____
664 _____

Property Address: 2702 onalaska ave, la crosse, wi

665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
667 668-683.

668 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
669 line 670 or 671.

670 Name of Seller's recipient for delivery, if any: City Of La Crosse

671 Name of Buyer's recipient for delivery, if any: Sara Boulanger

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

673 Seller: (_____) Buyer: (_____) _____

674 (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
676 line 679 or 680.

677 (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
678 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

679 Address for Seller: _____

680 Address for Buyer: _____

681 (5) **Email**: electronically transmitting the document or written notice to the email address.

682 Email Address for Seller: mcginniscaseyd@cityoflacrosse.org


683 Email Address for Buyer: saraboulanger@ghrealtors.com

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

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

687 This Offer was drafted by [Licensee and Firm] Sara Boulanger - Gerrard Hoeschler Realtors

688 _____

689 (x)  Habitat For Humanity EX. Director Kaly Fox 03/28/2023
690 Buyer's Signature ▲ Print Name Here ► Habitat for Humanity EX. Date ▲

691 (x) _____
692 Buyer's Signature ▲ Print Name Here ► _____ Date ▲

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

697 (x) _____
698 Seller's Signature ▲ Print Name Here ► _____ Date ▲

699 (x) _____
700 Seller's Signature ▲ Print Name Here ► _____ Date ▲

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

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

703 This Offer is rejected _____ This Offer is countered [See attached counter] _____
704 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Approved by the Wisconsin Real Estate Examining Board
1/1/2021 (Optional Use Date) 2/1/2021 (Mandatory Use Date)

Gerrard-Hoeschler
Page 1 of 12, WB-13

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON March 28, 2023 [DATE] IS (AGENT OF BUYER)

2 (~~AGENT OF SELLER/LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Habitat for Humanity EX. Director Kahya Fox

4 offers to purchase the Property known as 2706 Onalaska Ave

5 _____

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or

7 attach as an addendum per line 686] in the City of La Crosse,

8 County of La Crosse Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Ten Thousand

10 _____ Dollars (\$ 10,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date

12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: _____

13 _____

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

15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at

17 lines 12-13) and the following: sellers personal property

18 _____

19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**

20 **and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be

22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage

23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not

24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations

25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in**

27 **an addendum per line 686.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer

29 on or before April 28, 2023.

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

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

33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**

35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on June 30, 2023

37 _____

38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,

39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**

41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**

42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**

43 **transfer instructions.**

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ _____ will be mailed, or commercially, electronically

48 or personally delivered within _____ days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____

50 _____) **STRIKE THOSE NOT APPLICABLE**

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**

53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**

54 **disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
 57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
 58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
 59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
 61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
 62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
 64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
 65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
 66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
 68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
 69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
 70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
 71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
 72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
 73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
 74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
 75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
 76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
 79 this Offer except:

80 _____ . If "Time is of the Essence" applies to a date or Deadline,
 81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
 82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
 84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
 85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
 86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
 87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
 88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
 89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
 90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
 91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
 92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
 93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
 95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
 96 Seller's Vacant Land Disclosure Report dated _____ , which was received by Buyer prior to Buyer
 97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
 98 and _____

99 _____
 100 _____ **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

101 "Conditions Affecting the Property or Transaction" are defined to include:

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
 104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
 106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
 107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
 108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
 110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
 111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
 112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
 113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.

179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

182 **N/A** **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry> .

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
210 Equalization Bureau or visit <http://www.revenue.wi.gov/> .

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/> .

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/> .
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: single family home
252 _____
253 _____

254 _____ **[insert proposed use**
255 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to**
256 **purchase, e.g.1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

256 **[N/A] ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 **[N/A] SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 **[N/A] PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **[CHECK**
266 **ALL THAT APPLY]** conventional in-ground; mound; at grade; in-ground pressure distribution; holding
267 tank; other: _____

268 **[N/A] EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 **[N/A] APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: _____
274 _____

275 **[N/A] UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) **[CHECK AND COMPLETE AS APPLICABLE]:**

277 electricity _____; gas _____; sewer _____;
278 water _____; telephone _____; cable _____;
279 other _____

280 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

282 **[N/A] LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **[STRIKE ONE]** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **[CHECK ALL THAT APPLY]** rezoning; conditional use permit;
284 variance; other _____ for the Property for its proposed use described at lines 251-255.
285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **[N/A] MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **[STRIKE ONE]** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **[STRIKE ONE]**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____
293 _____

294 _____ **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

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

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
 304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

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

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

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

320 **N/A INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
 322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
 324 inspection of _____

325 _____ (list any Property component(s)
 326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
 328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
 329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

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

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
 334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
 335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
 338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
 340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
 341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
 342 **of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.
 344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
 346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **N/A FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
 356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
 358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
 360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
 362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached
 364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
 365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
 366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
 368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
 369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
 373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
 374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
 375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
 376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
 378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.
 379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
 380 (even if subject to conditions) that is:

- 381 (1) signed by Buyer; or
- 382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
 384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to**
 386 **provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**
 387 **Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.
 389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
 390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
 392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
 393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
 394 unavailability.

395 **N/A SELLER FINANCING:** Seller shall have 10 days after the earlier of:

- 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or
- 397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
 399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
 400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
 401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
 402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
 404 acceptance, Buyer shall deliver to Seller either:

- 405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
 406 the time of verification, sufficient funds to close; or
- 407 (2) _____

408 _____ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
 410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
 411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
 412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
 413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
 414 access for an appraisal constitute a financing commitment contingency.

415 **N/A APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
 416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
 417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
 418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
 420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
 421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
 424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

- 429 (1) Seller does not have the right to cure; or
- 430 (2) Seller has the right to cure but:
 - 431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or
 - 432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **N/A CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____
437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

- 445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
- 446 (2) Written waiver of _____
447 _____ (name other contingencies, if any); and
- 448 (3) Any of the following checked below:
 - 449 Proof of bridge loan financing.
 - 450 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: _____
453 _____
454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is
465 stricken).

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

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA** :

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

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

483 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
 494 Disclosure Report and in this Offer, general taxes levied in the year of closing and _____

495 _____
 496 _____ (insert other allowable exceptions from title, if
 497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
 498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
 503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
 504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
 505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
 507 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
 508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
 509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
 510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
 511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
 513 or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
 514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
 515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
 517 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
 518 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
 519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
 520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
 521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
 522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
 523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
 525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
 526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
 527 describing the planned improvements and the assessment of benefits.

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

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
 535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
 536 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

537 _____
 538 _____ . Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
 541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
 542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
 544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

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

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land**
565 **dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

597 If Buyer defaults, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
600 damages.

601 If Seller defaults, Buyer may:

- 602 (1) sue for specific performance; or
603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
651 _____
652 _____
653 _____
654 _____
655 _____
656 _____
657 _____
658 _____
659 _____
660 _____
661 _____
662 _____
663 _____
664 _____

665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
667 668-683.

668 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
669 line 670 or 671.

670 Name of Seller's recipient for delivery, if any: City of La Crosse

671 Name of Buyer's recipient for delivery, if any: Sara Boulanger

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

673 Seller: (_____) Buyer: (_____) _____

674 (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
676 line 679 or 680.

677 (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
678 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

679 Address for Seller: _____

680 Address for Buyer: _____

681 (5) **Email**: electronically transmitting the document or written notice to the email address.

682 Email Address for Seller: mcginniscaseyd@cityoflacrosse.org


683 Email Address for Buyer: saraboulanger@ghrealtors.com

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

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

687 This Offer was drafted by [Licensee and Firm] Sara Boulanger - Gerrard Hoeschler Realtors

688

689 (x)  Habitat For Humanity EX. Director Kaly Fox 03/28/2023
690 Buyer's Signature ▲ Print Name Here ► Habitat for Humanity EX. Date ▲

691 (x) _____
692 Buyer's Signature ▲ Print Name Here ► _____ Date ▲

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

697 (x) _____
698 Seller's Signature ▲ Print Name Here ► _____ Date ▲

699 (x) _____
700 Seller's Signature ▲ Print Name Here ► _____ Date ▲

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

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

703 This Offer is rejected _____ This Offer is countered [See attached counter] _____
704 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

2702 Onalaska Ave "Pacific Lodge"

Lot Size: 141.47 x 50

Front setback: 25ft

Rear setback: 28-30ft

Sidyard setback: 8ft each side



26'-8"

56' 64'

12x20
garage







Habitat for Humanity La Crosse Area is committed to providing safe and affordable housing to hard-working, low-income families in the City of La Crosse.



These are the moments that solidify why we do what we do.



 **Habitat for Humanity**[®]
La Crosse Area

Providing families with a place to call home



These are the real faces of the impact we make.

Strategic Growth



Habitat for Humanity®

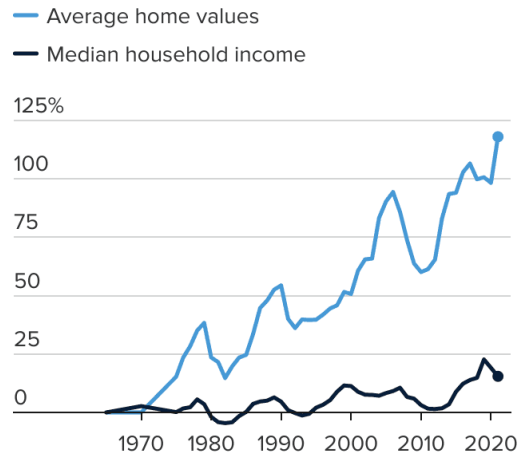
La Crosse Area

Providing families with a place to call home

In 2017, Habitat for Humanity La Crosse Area launched a rigorous 3-year strategic plan. We wanted to triple home production by the end of 2020. We went from .7 homes per year to 9 homes currently under construction throughout our service area. This includes five homes in the City of La Crosse.

Trends in Affordable Housing

Growth in U.S. home values outpaces that of incomes



Source: Real Estate Witch analysis of U.S. Census Bureau data

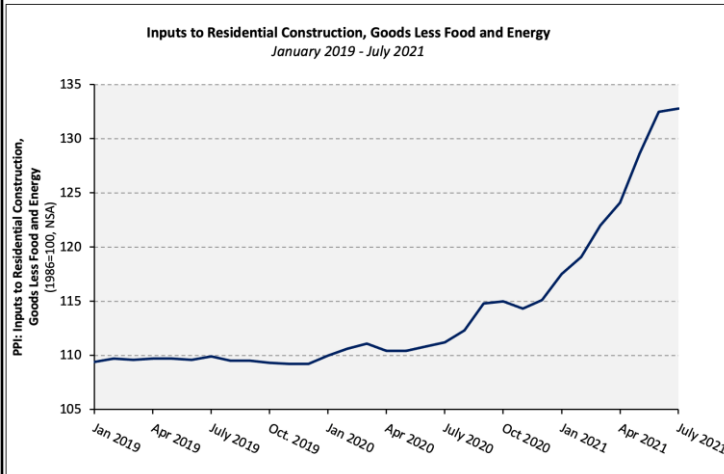


 **Habitat for Humanity**[®]
La Crosse Area

Providing families with a place to call home

Opportunity for homeownership is out of reach for more and more families.

Trends in Affordable Housing



COST OF GOODS

- Labor
- Materials
- Land

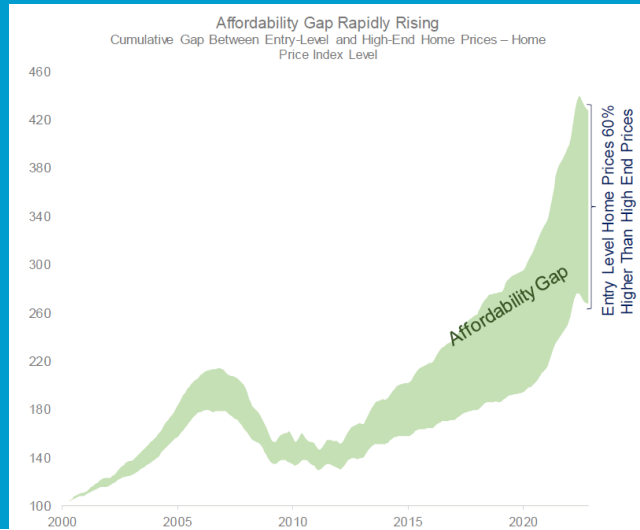


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La Crosse Area

Providing families with a place to call home.

The cost of building new homes has risen dramatically. Though prices have fallen more recently, they have come nowhere near pre-pandemic prices.

Trends in Affordable Housing



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The current market does not support the development of affordable housing, so low-income families are seeing the greatest impact.

Trends in Affordable Housing

- Home prices have risen 50% over the past 10 years with a 9% increase in the past year alone; the median home price in Wisconsin has risen to \$265,000 and the 30-year fixed mortgage rate is over 5%. (WRA Nov. 2022)
- The average down payment for a home in Wisconsin is \$27,400, which is more than what 92% of renters in the state can afford.
- Housing stock has never fully recovered to the pre-Great Recession levels when 20,000-30,000 homes were constructed annually.
- The statewide net new construction number for 2022 is at 1.71% which is short of the 9% inflation rate; impacting communities' tax bases, services and citizens' quality of life.



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Affordable and Equitable Housing

According to HUD*:

Housing on which the occupant is paying no more than 30% of gross income* for housing costs.

What is **Affordable Housing**?



The government says housing is "affordable" if a family spends **no more than 30%** of their income to live there.



HUD: U.S. Department of Housing and Urban Development.

Gross Income: Income received before taxes are taken out



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Affordability in La Crosse

Housing Cost Burdened Residents

Households paying more than 30% of their gross income on housing.

36% of all households in the City of La Crosse

- 21% of homeowners
- 48% of renters

US Census



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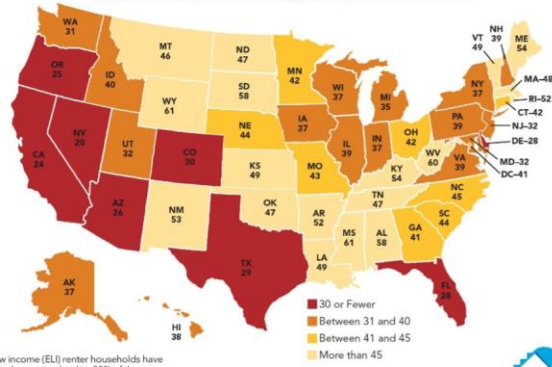
Though communities need market rate housing development, failure to address and prioritize affordable housing can have significant economic impacts when large swaths of the population cannot afford to live in La Crosse.

LACK OF AFFORDABLE HOUSING UNITS

Trends in Affordable Housing

THE GAP

RENTAL HOMES AFFORDABLE AND AVAILABLE PER 100 EXTREMELY LOW INCOME RENTER HOUSEHOLDS BY STATE




Note: Extremely low income (ELI) renter households have incomes at or below the poverty level or 30% of the area median income. Source: NLIHC tabulations of 2019 ACS PUMS Data. ©2021 National Low Income Housing Coalition

<https://nlihc.org/gap>




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Modular homes vs. mobile homes



Modular homes
Permanent dwellings



Mobile homes
Movable dwellings


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There is a BIG difference between manufactured and modular housing.



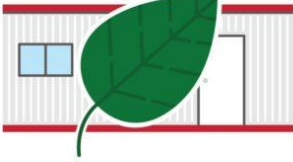
Manufactured homes are:


- Built to federal HUD code
- Have a chassis underneath
- Typically titled as vehicles

Modular houses are:

- Built to local building codes
- Put on permanent foundations
- Titled as real property
- Should be treated the same as stick-built homes

Benefits of Modular Construction

		
It's Faster	It's More Cost Effective	It's Greener


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Why Habitat for Humanity La Crosse Area has added modular housing as an affordable housing priority:

- It's faster—with the rising need for affordable housing, modular is far faster, with delivery to site 6-8 weeks from order.
- It's cheaper—about 50-75% of regular development costs depending on land prices. Plus, fewer subcontractor costs, because you're only paying for hookups.
- It's greener—all homes come standard with Energy Star certification. Factory construction also means far less construction waste.

Thank you!

Kahya Fox

Executive Director

kahya@habitatlacrosse.org

608-797-8086



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SINGLE FAMILY DESIGN GUIDELINES - Please self-score your anticipated single family home designs.

Provide both front, side, and rear elevations, with dimensions

Staff will also prove staff score.

INCENTIVE	POINTS Achieved	POINTS AVAILABLE	Check If Meet Criteria	INCENTIVE DESCRIPTION
EXTERIOR MATERIALS (Select 1 option only)	2	4		Exterior materials are primarily brick, wood, cement board, smart board, stucco, stone and/or other natural material
		2	x	Exterior materials are primarily premium vinyl (.044 thickness), with some brick or stone (may be cultured), vinyl only will not receive any points
WINDOWS	3	1	x	Elevations facing a street have a minimum of 20% area as window
		1	x	Elevations not facing a street have a minimum of 10% area as window
		1	x	Windows on a street elevation are double/single hung or picture/fixing appropriate to the style of the house design. Sliding, casement & awning windows on a street elevation shall contain a grid system.
WINDOW TRIM/PROJECTION	2	2	x	Building facades visible from a public street employ techniques to recess or project individual windows at least two inches from the façade or incorporate window trim at least four inches in width that features color that contrasts with the base building color
GARAGE	3	1	x	Vehicular access shall be from alley if present
		1	x	Exterior materials are compatible with the house
		1	x	Front wall is set back a min. of 5 feet from the front elevation of the house
		REQUIRED IF FACING STREET	Check which apply	If garage is facing street, must include 2 of the following: <input type="checkbox"/> Decorative trellis over entire garage <input type="checkbox"/> Decorative windows <input type="checkbox"/> 2 separate doors for 2-car garage <input type="checkbox"/> Decorative details on garage door (standard squares on garage door will not qualify) <input type="checkbox"/> A garage door color (not white) that complements house color
BASEMENT	Please see note	1		The house provides a basement as defined by the building code
		2		Stubbed plumbing and egress window(s) for future use
PORCH	2	2	x	An unenclosed front porch/front entry comprising of at least 30% of the front elevation
ARCHITECTURAL DETAILS (Can only meet one point category)	4	4	x	Design has 4 or more Architectural Details (listed below)
		3		Design has 3 Architectural Details
		2		Design has 2 Architectural Details
			Check which Architectural Details Apply	<input type="checkbox"/> Bay windows or bumpouts <input type="checkbox"/> Decorative door design including transom and/or side lights <input type="checkbox"/> Decorative roofline elements including brackets, multiple dormers, eyebrows or chimney. <input type="checkbox"/> Decorative building materials including decorative masonry such as brick, tile, stone, or other materials with decorative qualities <input type="checkbox"/> Frieze Board (broad horizontal bands) under eaves facing the street <input type="checkbox"/> Uses roof returns <input type="checkbox"/> Uses corner trim <input type="checkbox"/> Distinctive paint schemes (3 or more exterior colors) <input type="checkbox"/> Shake or shingles are incorporated <input type="checkbox"/> Decorative porch design, decorative columns or railings
HISTORICAL STYLE	0	2		Home meets all of the criteria listed under that specific Historic Style in the Single Family Design Guide: <input type="checkbox"/> Bungalow <input type="checkbox"/> Cape Code <input type="checkbox"/> Four Square <input type="checkbox"/> Colonial <input type="checkbox"/> Gambrel <input type="checkbox"/> Craftsman <input type="checkbox"/> Farmhouse <input type="checkbox"/> Tudor/European <input type="checkbox"/> Shingle Style <input type="checkbox"/> Prairie Style

FRONT ENTRY	2	2	x	Primary entrance is on the front elevation and faces the street, front entry is not set back more than 5 ft from front façade
ROOF	7	1	x	Gable roofs are 6:12 pitch or steeper; Hip roof* is 4:12 pitch or steeper
		1	x	Roofs are shingle (wood/asphalt), metal or standing seam roofs
		1	x	Roof overhangs extend a minimum of 12 inches on all elevations
		4	x	Any large roofs are broken up with shifts in height, cupolas, eyebrows, chimneys, dormers, bumpouts or other features that minimize the apparent bulk of the building and provide character. A large roof is defined as a roof of 40 feet or greater in length. (One of two side elevations and front elevation must meet criteria)
LANDSCAPE	1	1	x	The front yard of the property shall be landscaped with shrubs or sod (grass seed only, will not receive a point)
Focus on Energy Certified	4	4	x	Builder receives Focus On Energy Certified Home Recognition, currently that the home is certified as being 25% - 100% more energy efficient than Wisconsin Uniform Dwelling Code. **
	30	37		

Project must score at least 31 points or greater to be built on a city-owned vacant lot. (In addition to meeting other criteria)

If there are changes in exterior materials and color, they should occur between horizontal bands and be used to establish a base, middle, or top portion of the house.

No vinyl less than .044 or concrete block used as a finish material.

Exceptions to basement criteria may be made for accessibility concerns or for flood plain concerns.

Exceptions will be considered where buildings employ other distinctive window or face treatment that adds depth and visual interest to the building.

*When utilizing a hip roof, the ridgeline shall be broken up or front porch shall have a separate roof

Exceptions to the roof ridgeline requirement may be made for narrow properties. For large roof requirement this applies to all side elevations facing a street.

**An analysis based on plans will be done to verify the home will meet the Focus on Energy Certification. Then two sites visits will be conducted to verify. The costs for these tests will be covered by the City of La Crosse and performed in-house. Buyer will forfeit security deposit if the final test does not show that their home meets Focus on Energy standards.

NOTE: Cannot have basement due to floodplain



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation

Agenda Item 23-0566 (Andrea Trane)

Resolution approving the Sale of Surplus Property - 2702 & 2706 Onalaska Ave.

General Location

Council District 1, Logan Northside Neighborhood

Background Information

Common Council approved the purchase of 2710 & 2702 Onalaska Ave by the City via resolution 21-1685 on December 9th, 2021. Parcels were then deemed surplus property on June 9, 2022, via resolution 22-0590. Parcel #17-10259-40 was split on 4-13-22 and parcel #17-10259-32 was created for 2706 Onalaska Ave. These parcels were originally listed for sale on the Planning website. On 3-15-2023 parcel 17-10259-40 - 2702 Onalaska Ave and 17-10259-32 - 2706 Onalaska Ave were advertised for sale in the legal notice section of the La Crosse Tribune, Winona Daily News and the Chippewa Herald. For Sale signs were also posted on both parcels in early March 2023. Interested parties were given until 4-19-2023 to submit an offer to purchase. Despite many inquires Habitat for Humanity was the only party to submit an offer to purchase. Board of Public Works approved Habitat's Offer to Purchase of both parcels for \$10,000 each on 5-1-2023. Habitat for Humanity included design plans with their offers to purchase. They plan to fill both lots to base flood elevation and build a modular home on each parcel. They plan to have the new homes finished and sold by April 2024.

Recommendation of Other Boards and Commissions

Approval by Board of Public Works to move forward with this offer on May 2, 2023.

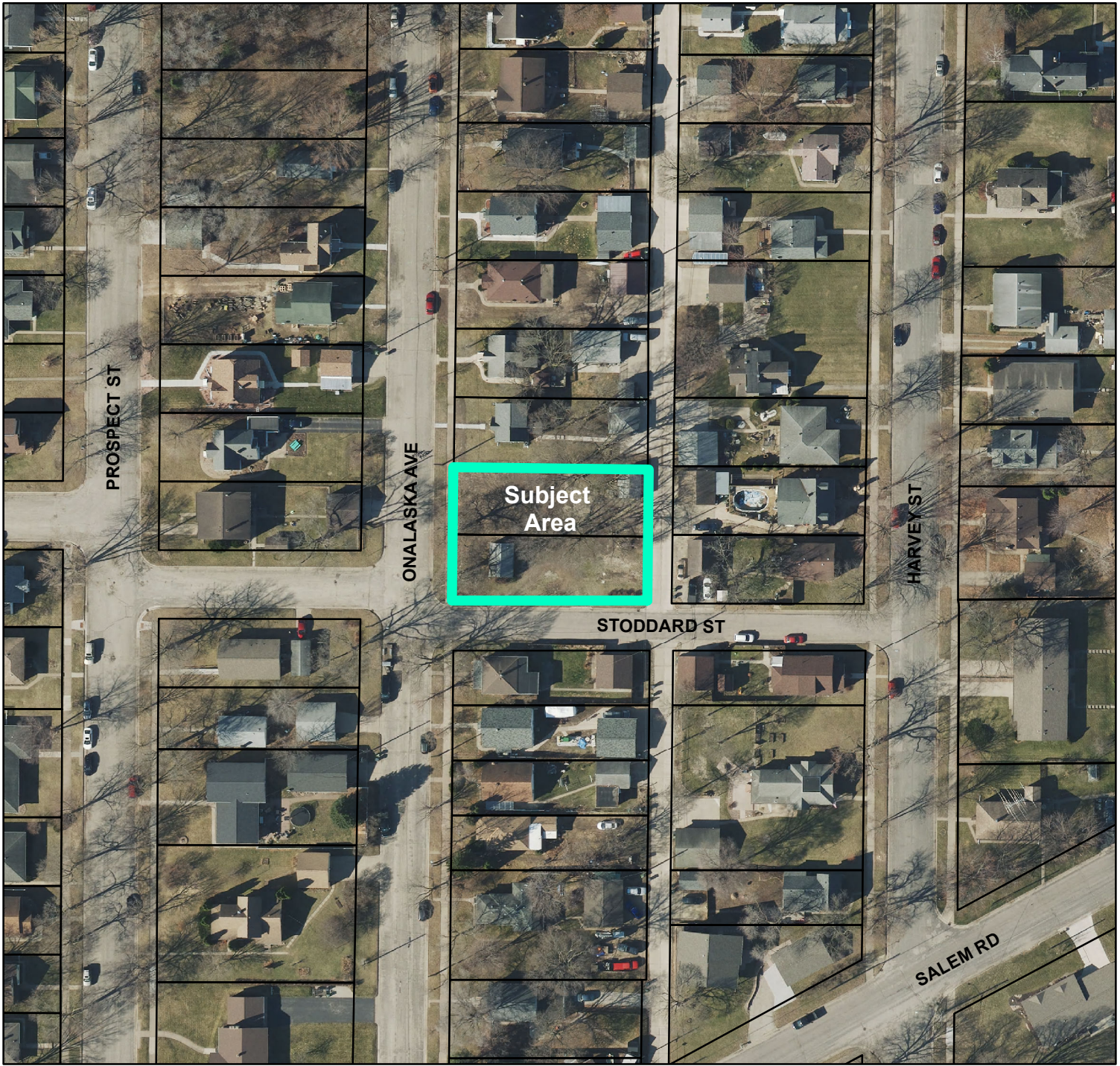
Consistency with Adopted Comprehensive Plan

Future land use is designated Single Family on both parcels. This proposal is consistent with the comprehensive plan.

Staff Recommendation

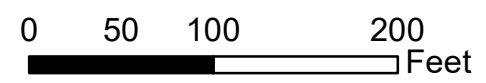
This sale is recommended for approval.

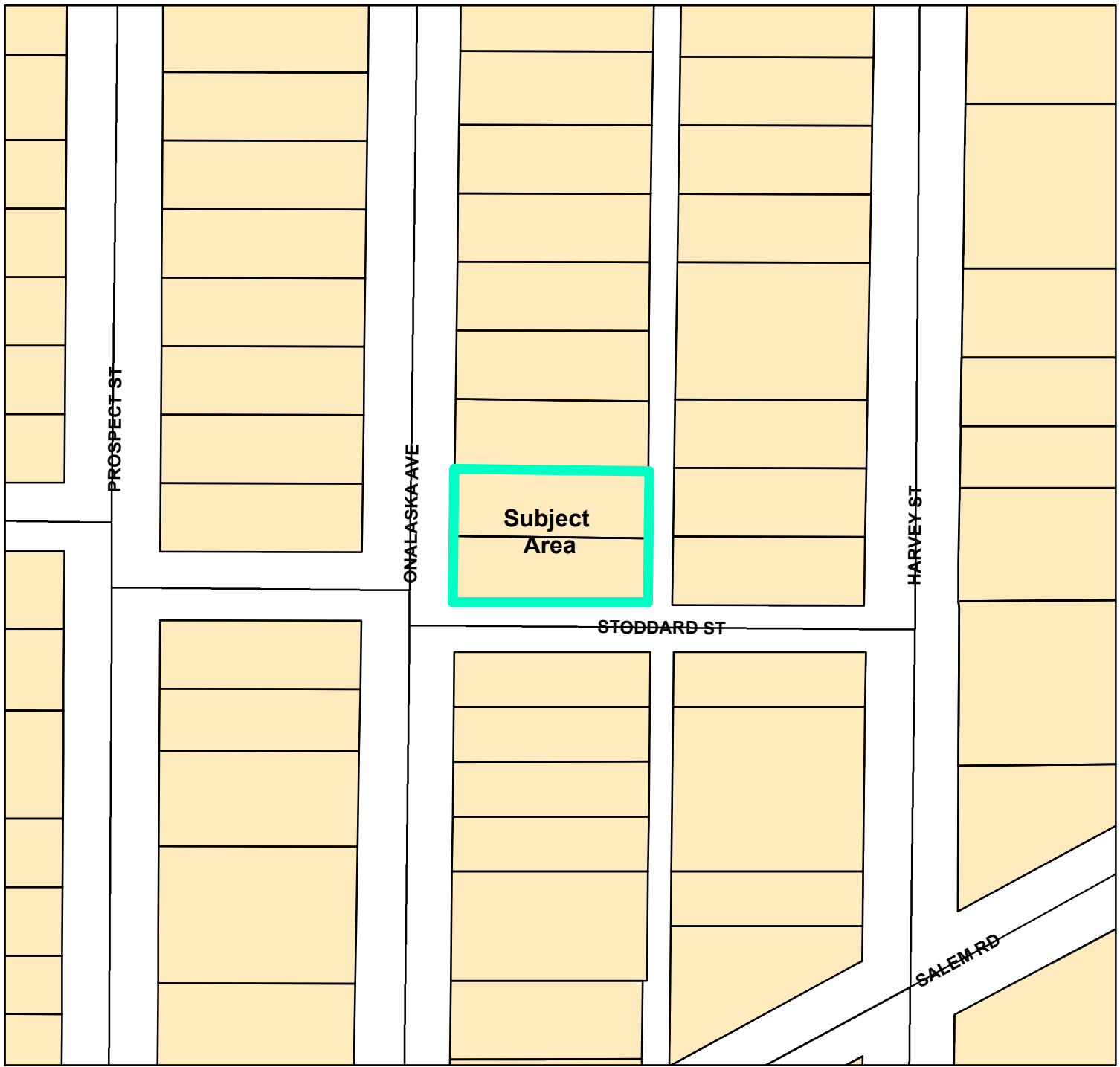
Routing J&A 5.30.2023



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

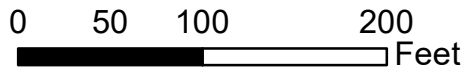




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City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-0001

Agenda Date: 6/1/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Status Update