City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final-revised

Finance & Personnel Committee

Thursday, December 4, 2025 | **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

25-1294 Resolution approving the partial vacation of public right-of-way along the western side of the 1800 block of 13th Street South.

Sponsors: Trost

Public hearing.

25-1319 Resolution approving twenty-year lease extension with the La Crosse Queen LLC, for the business at Riverside Park, located at 401 Front St. S.

Sponsors: Kahlow

25-1327 Resolution allocating Town of Medary Fire Contract escrowed funds to offset new fire station construction cost overruns.

Sponsors: Padesky

25-1328 Resolution authorizing the appointment of an interim La Crosse Regional Airport Director effective October 24, 2025.

Sponsors: Washington-Spivey

25-1329 Employee Handbook Annual Review for 2026.
F&P item only, unless otherwise directed.

Sponsors: Washington-Spivey

25-1332 Resolution approving a Lateral Transfer Memorandum of Understanding ("MOU") between the City of La Crosse and the International Association of Firefighters, Local #127.

Sponsors: Washington-Spivey

25-1336 Resolution allocating unspent capital funds, from CIP 2024 #856 (Cottonwood Trail Culvert Replacement Project) and CIP 2025 and 2026 #551 (Marsh Hydrology Study and Implementation) to CIP 2024 #857 (Grand Crossing Trail Reconstruction).

Sponsors: Janssen

25-1352 Resolution authorizing the Mayor and City Clerk to sign State/Municipal Agreement for the reconstruction of La Crosse Street from 7th St to 12th St. (Project I.D.s #7575-09-01/21/71).

Sponsors: Washington-Spivey

25-1357 Resolution allocating $2 million to the Employee Benefit Trust Fund.

Sponsors: Washington-Spivey

25-1358 Resolution encumbering additional funds from previous allocations for the Rose Street Streetscape & Saint James Street Reconstruction projects (contract CURB-2024-029).

Sponsors: Goggin

25-1359 Resolution authorizing the Mayor to file application for Transit Operations and Capital Assistance for 2026 with the Federal Transit Administration.

Sponsors: Washington-Spivey

25-1360 Resolution authorizing the Mayor to file for 2026 Transit Operations and Capital Assistance with the Wisconsin Department of Transportation.

Sponsors: Washington-Spivey

25-1364 Resolution approving a Vacation Conversion Memorandum of Understanding ("MOU") between the City of La Crosse and the International Association of Firefighters ("IAFF"), Local #127.

Sponsors: Washington-Spivey

25-1366 Resolution approving a Sick Leave and Personal Business Days Conversion Memorandum of Understanding between the City of La Crosse and the International Association of Firefighters, Local #127.

Sponsors: Washington-Spivey

25-1367 Resolution approving a collective bargaining agreement between the City of La Crosse and the Amalgamated Transit Union, Local #519.

Sponsors: Washington-Spivey

25-1371 Resolution authorizing the Stormwater Utility to re-allocate unused funds from closed capital projects and appropriate additional funds for capital project needs.

Sponsors: Washington-Spivey

25-1372 Resolution authorizing the Sanitary Sewer Utility to re-allocate unused funds from closed capital projects and appropriate additional funds for capital project and equipment needs.

Sponsors: Washington-Spivey

25-1373 Resolution authorizing the Water Utility to re-allocate unused funds from closed capital projects and appropriate additional funds for capital project needs.

Sponsors: Washington-Spivey

25-1392 Resolution allowing Drift Share Inc. to store bicycles in the currently vacant fire station located at the former Fire Station #2 on 626 Monitor Street.

Sponsors: Washington-Spivey

Short-circuited by Mayor Washington-Spivey 12.1.2025.

25-1118 Resolution approving the Settlement Agreement in the case of Valley View Realty Holdings, LLC and the City of La Crosse, Wisconsin. *(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(g) to confer with legal counsel. Following such closed session, the Committees and/or Council may reconvene in open session.)*

Sponsors: Washington-Spivey

25-1354 Resolution approving the revised Settlement Agreement in the case of J.P. Chase Commercial Mortgage Securities Trust and the City of La Crosse, Wisconsin of La Crosse, La Crosse County Circuit Court Case No. 23-CV-016. *(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(g) to confer with legal counsel. Following such closed session, the Committees and/or Council may reconvene in open session.)*

Sponsors: Washington-Spivey

25-1376 Resolution approving the Certificate and Consent to Assign with regard to the property at 101 State Street (The Charmant Hotel). *(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: Washington-Spivey

25-1406 Resolution approving Second Amendment to 333 Front Street Development Agreement.*(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: Washington-Spivey

Short-circuited by Mayor Washington-Spivey 12.3.2025.

25-0001 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:
Erin Goggin, Barb Janssen, Larry Sleznikow, Chris Kahlow, Aron Newberry, Rosanne Northwood

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1294

Agenda Date: 12/4/2025 **Version:** 1 **Status:** New Business

In Control: Finance & Personnel Committee **File Type:** Resolution

Agenda Number:

Resolution approving the partial vacation of public right-of-way along the western side of the 1800 block of 13th Street South.

RESOLUTION

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

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

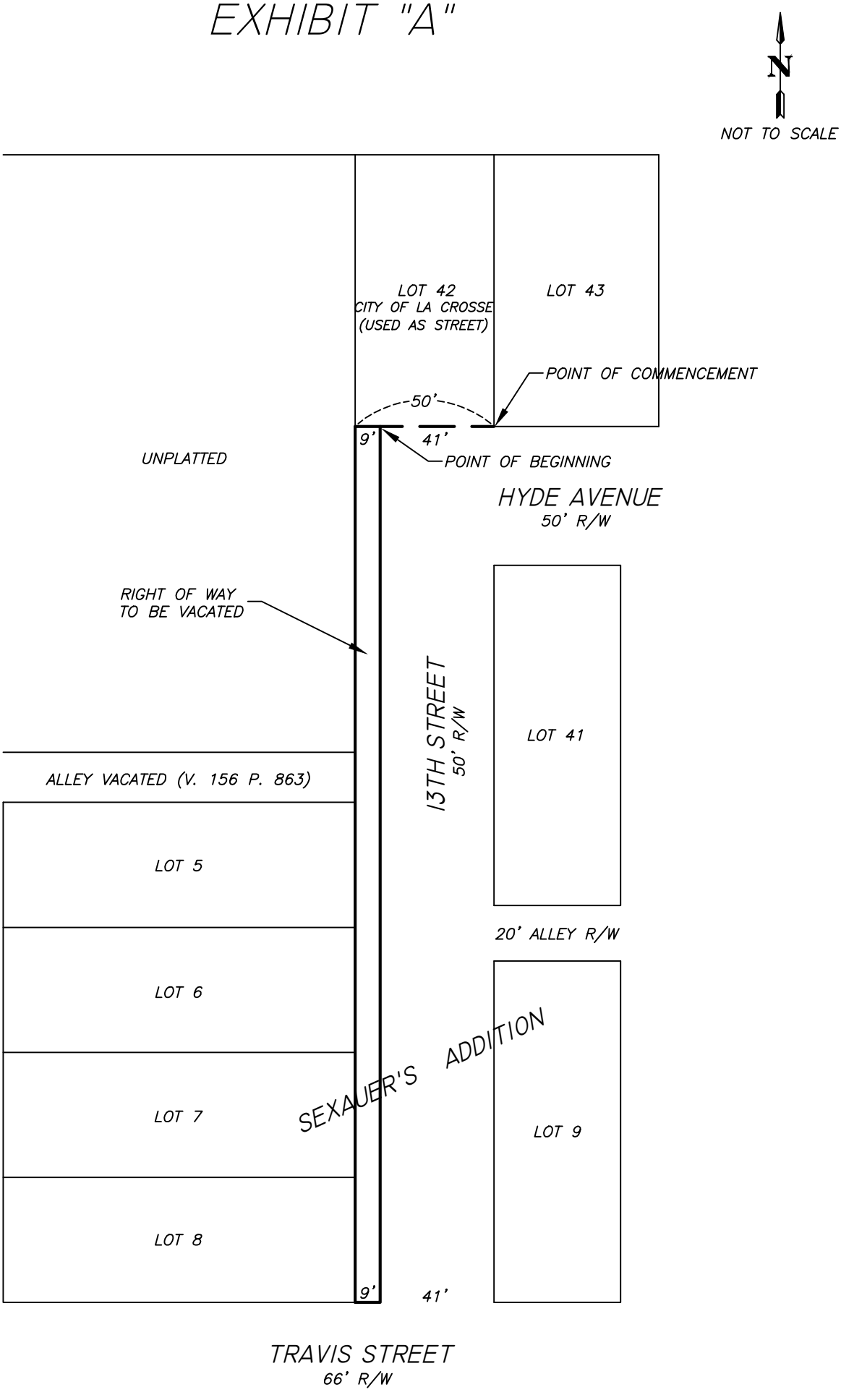
NOW, THEREFORE, BE IT RESOLVED, by the Common Council, City of La Crosse that it hereby declares that the public interest requires the partial vacation of 13th Street as described by the legal description and map attached as Exhibit "A."

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

Abutting properties:

Tax Parcel	Owner Name	Property Address	Mailing Address	Mailing City State Zip
17-50003-100	CITY OF LACROSSE	1301 HYDE AVE	400 LA CROSSE ST	LA CROSSE WI 54601
17-50266-10	BADGER CORRUGATING CORP	1211 & 1219 TRAVIS ST 1801, 1809, 1811 WEST AVE S	1801 WEST AVE S	LA CROSSE WI 54601-6239

EXHIBIT "A"


N
NOT TO SCALE
LOT 42
CITY OF LA CROSSE
(USED AS STREET)
LOT 43
POINT OF COMMENCEMENT
50'
9'
41'
POINT OF BEGINNING
UNPLATTED
HYDE AVENUE
50' R/W
RIGHT OF WAY
TO BE VACATED
13TH STREET
50' R/W
LOT 41
ALLEY VACATED (V. 156 P. 863)
LOT 5
LOT 6
LOT 7
LOT 8
20' ALLEY R/W
SEXAUER'S ADDITION
LOT 9
9'
41'
TRAVIS STREET
66' R/W

Legal Description

for

Partial Vacation of 13th Street

That part of Sexauer's Addition to the City of La Crosse located in the Southwest Quarter of the Northeast Quarter, Section 8, Township 15 North, Range 7 West, La Crosse County, Wisconsin described as follows:

Commencing at the southwest corner of Lot 43 of Sexauer's Addition; thence westerly along the north right-of-way line of Hyde Avenue a distance of 41.00 feet to the point of beginning; thence southerly along a line parallel with the east right-of-way line of 13th Street to the north right-of-way line of Travis Street; thence westerly along said north right-of-way line to the west right-of-way line of 13th Street and the southeast corner of Lot 8 of Sexauer's Addition; thence northerly along said west right-of-way line to the north right-of-way line of Hyde Avenue; thence easterly along said north right-of-way line to the point of beginning.

See attached Exhibit "A".

Drafted by: KJC, 10/2025

Checked by: JMC, 10/2025

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 25-1294

Caption Resolution approving the partial vacation of public right-of-way along the western side of the 1800 block of 13th Street South.

Staff/Department Responsible for Legislation

City Surveyor

Requestor of Legislation

Badger Corrugating Company

Location, if applicable

1800 block of 13th Street South, between Travis Street and Hyde Avenue, specifically the west 9 feet of 13th Street.

Summary/Purpose

The purpose of this legislation is to approve the partial vacation of public right-of-way as requested.

Background

Historically, Badger Corrugating Company has retained approximately 25 employee parking stalls that encroach into the public right-of-way along the west side of 13th Street. This encroachment has been permitted through street privilege permit. Recently, the Company has undergone reconstruction of its site, including new curb and gutter and pavement in the same parking area along 13th Street. If the request is approved, the resulting west right-of-way line of 13th Street will lie approximately 1.5 feet behind the back of curb and the overall right-of-way width reduced from 50 feet to 41 feet.

Fiscal Impact

Nominal increase in tax revenue

Staff Recommendation

No recommendation

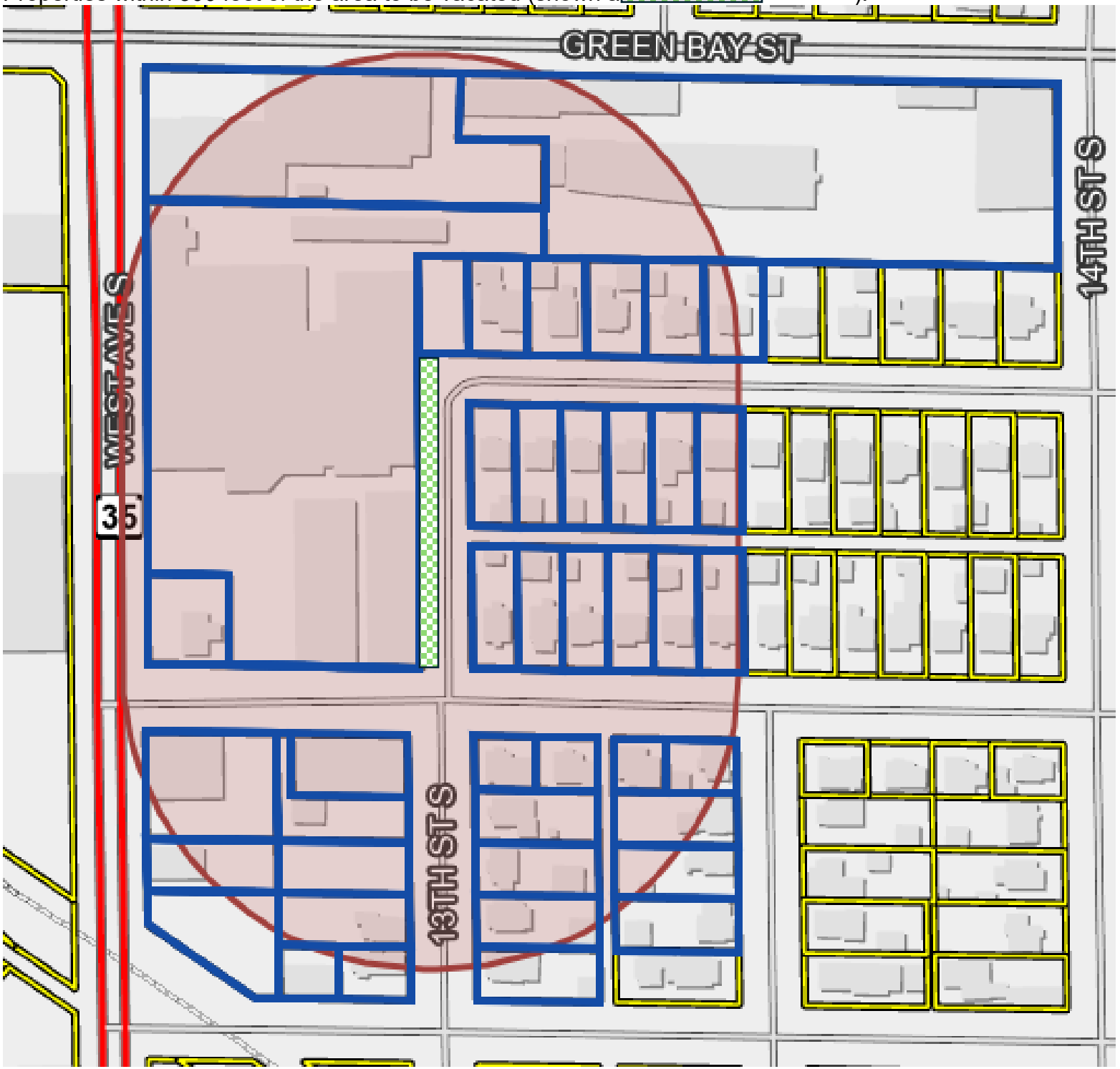
Properties within 300 feet of area requested to be vacated (area along the west side of the 1800 block of 13th St S.)

Tax Parcel	OwnerName	PROPADDCOMP	Mailing Address	MailCityStateZip	Abutting Property
17-50021-80	8 KEY REAL ESTATE HOLDING LLC	1222 TRAVIS ST	1343 COUNTY ROAD SS	ONALASKA WI 54650	
17-50021-40	ALLEN J BECKER, TAMARA L BECKER	1915 13TH ST S	1915 13TH ST S	LA CROSSE WI 54601-6251	
17-50266-10	BADGER CORRUGATING CORP	1211 & 1219 TRAVIS ST 1801, 1809, 1811 WEST AVE S	1801 WEST AVE S	LA CROSSE WI 54601-6239	x
17-50021-125	BALTIC AVENUE INVESTMENTS OF LACROSSE LLC	1217 BARLOW ST	64 MCINTOSH RD E	LA CRESCENT MN 55947	
17-50021-140	BALTIC AVENUE INVESTMENTS OF LACROSSE LLC	1907 & 1911 WEST AVE S	64 MCINTOSH RD E	LA CRESCENT MN 55947	
17-50021-130	BARREL INN INC	1917 WEST AVE S	2005 WEST AVE S	LA CROSSE WI 54601	
17-50021-20	BRAD SIEMS, CRYSTAL L SIEMS	1923 13TH ST S	1923 13TH ST S	LA CROSSE WI 54601-6251	
17-50020-100	BRIAN HOFF	1316 TRAVIS ST	1316 TRAVIS ST	LA CROSSE WI 54601-6327	
17-50003-80	BRIAN L PETERSON	1306 HYDE AVE	1306 HYDE AVE	LA CROSSE WI 54601	
17-50020-120	CHARLES R HOFER, SANDRA K HOFER	1910 13TH PL S	1910 13TH PL S	LA CROSSE WI 54601-6301	
17-50003-100	CITY OF LACROSSE	1301 HYDE AVE	400 LA CROSSE ST	LA CROSSE WI 54601	x
17-50001-100	CLARA D HOLFLAND	1323 TRAVIS ST	1323 TRAVIS ST	LA CROSSE WI 54601-6343	
17-50003-90	DANIEL A GABEL, SARAH A GABEL	1302 HYDE AVE	1302 HYDE AVE	LA CROSSE WI 54601-6363	
17-50003-60	DAVID D CHRISTIANSON, BARBARA A CHRISTIANSON	1316 HYDE AVE	1316 HYDE AVE	LA CROSSE WI 54601-6363	
17-50003-140	DORI L WALSH (LE), DORI L WALSH LIVING TRUST	1319 HYDE AVE	1319 HYDE AVE	LA CROSSE WI 54601	
17-50003-110	ELLEN S BERG	1303 HYDE AVE	1303 HYDE AVE	LA CROSSE WI 54601-6347	
17-50020-140	ETHAN C WELTZIEN	1916 13TH PL S	1916 13TH PL S	LA CROSSE WI 54601	
17-50265-60	GREEN BAY STREET PROPERTIES LLC	1300 GREEN BAY ST	1801 WEST AVE S	LA CROSSE WI 54601	
17-50004-10	GREGORY J PRETASKY	1325 HYDE AVE	1325 HYDE AVE	LA CROSSE WI 54601-6347	
17-50003-70	HAILEY MARIE HORTON, CHRISTOPHER HANSON	1310 HYDE AVE	1310 HYDE AVE	LA CROSSE WI 54601-6363	
17-50003-40	JADE A MILLER, MITCHELL G THIES	1324 HYDE AVE	1324 HYDE AVE	LA CROSSE WI 54601-6363	
17-50003-130	JENNY JOLLY	1311 HYDE AVE	1311 HYDE AVE	LA CROSSE WI 54601-6347	
17-50020-130	JEROME W KORGER	1912 & 1914 13TH PL S	1914 13TH PL S	LA CROSSE WI 54601	
17-50021-60	JOAN M SEYMOUR	1302 TRAVIS ST	1302 TRAVIS ST	LA CROSSE WI 54601-6327	
17-50021-100	LAMBREA PROPERTIES LLC	1912 13TH ST S	1903 WEST AVE S	LA CROSSE WI 54601	
17-50021-90	LAMBREA PROPERTIES LLC	1908 13TH ST S	1903 WEST AVE S	LA CROSSE WI 54601	
17-50022-20	LAMBREA PROPERTIES LLC	1903 WEST AVE S	1903 WEST AVE S	LA CROSSE WI 54601	
17-50600-10	LANOGA CORPORATION C/O 1701 WEST LLC	1701 WEST AVE S	PO BOX 1621	LA CROSSE WI 54602-1621	
17-50003-50	LEE H GROSSKREUTZ, ROSEMARY I GROSSKREUTZ	1320 HYDE AVE	1320 HYDE AVE	LA CROSSE WI 54601-6363	
17-50001-70	LINDA J BIRKLE	1311 TRAVIS ST	1311 TRAVIS ST	LA CROSSE WI 54601	
17-50001-80	MADELINE M BERGER, DREW D BERGER	1315 TRAVIS ST	1315 TRAVIS ST	LA CROSSE WI 54601-6343	
17-50021-110	MARY S DAVIS	1920 13TH ST S	1920 13TH ST S	LA CROSSE WI 54601	
17-50003-120	MATTHEW WILTGEN, KYLIE WILTGEN	1307 HYDE AVE	1307 HYDE AVE	LA CROSSE WI 54601-6347	
17-50001-90	MICHAEL J CADE	1319 TRAVIS ST	1319 TRAVIS ST	LA CROSSE WI 54601	
17-50021-70	MIKAYLA A TOMSYCK	1308 TRAVIS ST	1308 TRAVIS ST	LA CROSSE WI 54601-6327	
17-50021-50	PAUL JOSEPH FISCHER, SHERIDAN ROSE SCHMITT	1909 13TH ST S	1909 13TH ST S	LA CROSSE WI 54601	
17-50021-30	RICHARD E CLEMENTS (LE), KEVIN R CLEMENTS, CONNIE L CLEMENTS, CYNTHIA M ROACH	1917 13TH ST S	1917 13TH ST S	LA CROSSE WI 54601-6251	
17-50001-50	ROBERT P DAYTON	1301 TRAVIS ST	1301 TRAVIS ST	LA CROSSE WI 54601	
17-50020-110	RR5 PROPERTIES	1320 TRAVIS ST 1904 13TH PL S	PO BOX 3743	LA CROSSE WI 54602	
17-50001-10	SCOTT M MCLEES, JAN L MCLEES	1833 WEST AVE S	1833 WEST AVE S	LA CROSSE WI 54601-6239	
17-50021-120	THOMAS R OESTREICHER	1926 13TH ST S	1926 13TH ST S	LA CROSSE WI 54601	
17-50001-60	TYLER J DERKS	1307 TRAVIS ST	1307 TRAVIS ST	LA CROSSE WI 54601	

Properties within 300 feet of area requested to be vacated.

Notice also mailed to the WI Department of Transportation (vacation is within .25 miles of a State Trunk Connecting HWY (HWY 35).

Properties within 300 feet of the area to be vacated (shown a).



DocId:8534243
Tx:4207421

Lis Pendens

Document Number | Document Title

1840521
LACROSSE COUNTY
REGISTER OF DEEDS
ROBIN L. KADRMAS

RECORDED ON
10/28/2025 02:16 PM
PAGE COUNT: 4
EXEMPT #:
RECORDING FEE **30.00**

Recording Area

Name and Return Address

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

Parcel Identification Number (PIN)

Resolution approving the partial vacation of public right-of-way along the western side of the 1800 block of 13th Street South.

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

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

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.
WRDA Rev. 12/22/2010

Resolution approving the partial vacation of public right-of-way along the western side of the 1800 block of 13th Street South.

RESOLUTION

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

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

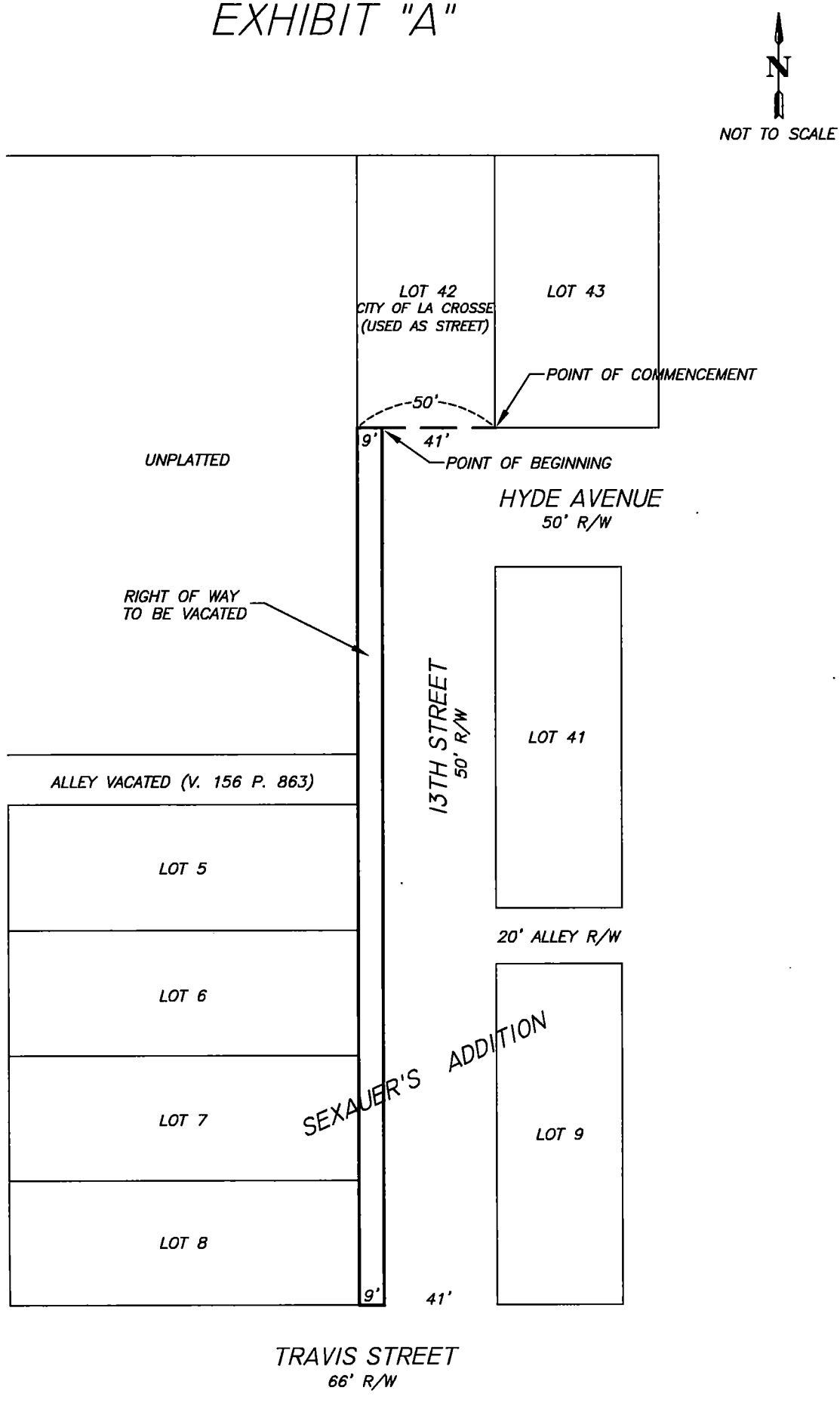
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EXHIBIT "A"


N
NOT TO SCALE
LOT 42
CITY OF LA CROSSE
(USED AS STREET)
LOT 43
POINT OF COMMENCEMENT
50'
9'
41'
POINT OF BEGINNING
UNPLATTED
HYDE AVENUE
50' R/W
RIGHT OF WAY
TO BE VACATED
13TH STREET
50' R/W
LOT 41
ALLEY VACATED (V. 156 P. 863)
LOT 5
LOT 6
LOT 7
LOT 8
20' ALLEY R/W
SEXAUER'S ADDITION
LOT 9
9'
41'
TRAVIS STREET
66' R/W

Legal Description

for

Partial Vacation of 13th Street

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See attached Exhibit "A".

Drafted by: KJC, 10/2025

Checked by: JMC, 10/2025

DocId:8534971
Tx:4207912

1840837
LACROSSE COUNTY
REGISTER OF DEEDS
ROBIN L. KADRMAS

RECORDED ON
11/04/2025 10:39 AM
PAGE COUNT: 5
EXEMPT #:
RECORDING FEE 30.00

RECORDING DATA

NAME AND RETURN ADDRESS

CITY ATTORNEY
400 LA CROSSE STREET
LA CROSSE, WI 54601

Tax Parcel ID:

Document No. **AFFIDAVIT OF CORRECTION**

THIS FORM IS INTENDED TO CORRECT SCRIVENERS' ERRORS.

THIS FORM CANNOT BE USED FOR THE FOLLOWING PURPOSES WITHOUT THE NOTARIZED SIGNATURES OF THE GRANTOR/GRANTEE*:

- Altering boundary lines
- Adding property
- Altering title/ownership
- Deleting property

AFFIANT, hereby swears or affirms that the attached document recorded on the 28th day of October, 2025 as Document Number 1840521 in the Office of the Register of Deeds of La Crosse County, State of WI, contained the following error:

> Recording cover sheet omitted notice of the pending resolution, as well as the authenticated date and signature.

The following should be added to the top of the coversheet:

> "NOTICE IS HEREBY GIVEN that a resolution has been introduced to the Common Council to be acted upon by such Common Council, which said action has been taken at the initiative of the Common Council of the City of La Crosse, wherein the following property, to-wit:
>
> LEGAL DESCRIPTION ATTACHED and shown on the map hereto as Exhibit "A" showing the location thereof is south to be vacated

A complete original or copy of the original must be attached.

Dated this 3rd day of November, 2025.

Stephen F. Matty, City Attorney

STATE OF WISCONSIN)
) SS.
COUNTY OF LA CROSSE)

Subscribed and sworn to
before me this 3rd day of November, 2025

BRENDA L. BUDDENHAGEN NOTARY PUBLIC STATE OF WISCONSIN

Brenda L. Buddenhagen
Notary Public, State of Wisconsin
My Commission expires: 11-2-26

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

4

DocId:8534243
Tx:4207421

Document Number

Lis Pendens

Document Title

1840521
LACROSSE COUNTY
REGISTER OF DEEDS
ROBIN L. KADRMAS

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

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WRDA Rev. 12/22/2010

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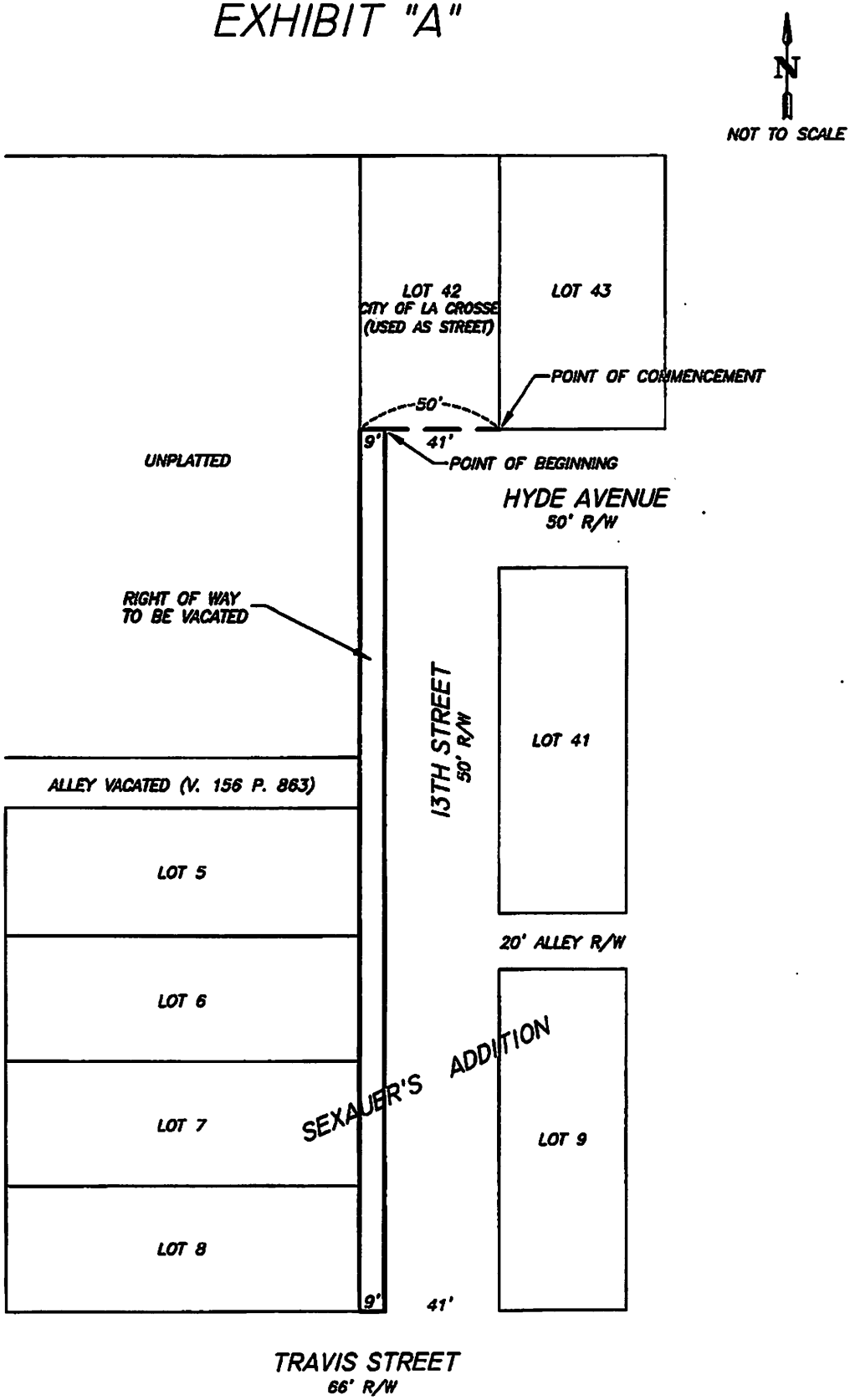
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41'
POINT OF BEGINNING
UNPLATTED
HYDE AVENUE
50' R/W
RIGHT OF WAY
TO BE VACATED
13TH STREET
50' R/W
LOT 41
ALLEY VACATED (V. 156 P. 863)
LOT 5
LOT 6
LOT 7
LOT 8
20' ALLEY R/W
SEXAUER'S ADDITION
LOT 9
9'
41'
TRAVIS STREET
66' R/W

Legal Description

for

Partial Vacation of 13th Street

That part of Sexauer's Addition to the City of La Crosse located in the Southwest Quarter of the Northeast Quarter, Section 8, Township 15 North, Range 7 West, La Crosse County, Wisconsin described as follows:

Commencing at the southwest corner of Lot 43 of Sexauer's Addition; thence westerly along the north right-of-way line of Hyde Avenue a distance of 41.00 feet to the point of beginning; thence southerly along a line parallel with the east right-of-way line of 13th Street to the north right-of-way line of Travis Street; thence westerly along said north right-of-way line to the west right-of-way line of 13th Street and the southeast corner of Lot 8 of Sexauer's Addition; thence northerly along said west right-of-way line to the north right-of-way line of Hyde Avenue; thence easterly along said north right-of-way line to the point of beginning.

See attached Exhibit "A".

Drafted by: KJC, 10/2025

Checked by: JMC, 10/2025

Office of City Clerk

October 29, 2025

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

Re: Resolution approving the partial vacation of public right-of-way along the western side of the 1800 block of 13th Street South.

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

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

Sincerely,

Sondra Craig

Sondra Craig, Deputy Clerk
craigs@cityoflacrosse.org
608-789-7549

Enclosures

Office of City Clerk

October 29, 2025

La Crosse Police Department
Attn: Civil Process
City Hall
400 La Crosse St
La Crosse WI 54601

Re: Resolution approving the partial vacation of public right-of-way along the western side of the 1800 block of 13th Street South.
See attached Exhibit A for legal descriptions and map.

Shift Commander:

Enclosed you will find copies of a Notice of Hearing to Vacate a Portion of Street for service upon the following:

OwnerName	Address	City State Zip
BADGER CORRUGATING CORP	1801 WEST AVE S	LA CROSSE WI 54601-6239

Please be advised that service needs to be made no later than Tuesday, November 4, 2025.

The extra copy is for the officer serving the notice to return with the Affidavit of Personal Service. One affidavit needs to be filled out for each notice served. The affidavits **must be signed by the officer in front of a notary.**

Please let me know if you have any questions.

Regards,

Sondra Craig

Sondra Craig, Deputy Clerk
craigs@cityoflacrosse.org
608-789-7549

NOTICE OF HEARING TO VACATE A PORTION OF STREET

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

That part of Sexauer's Addition to the City of La Crosse located in the Southwest Quarter of the Northeast Quarter, Section 8, Township 15 North, Range 7 West, La Crosse County, Wisconsin described as follows:
Commencing at the southwest corner of Lot 43 of Sexauer's Addition; thence westerly along the north right-of-way line of Hyde Avenue a distance of 41.00 feet to the point of beginning; thence southerly along a line parallel with the east right-of-way line of 13thStreet to the north right-of-way line of Travis Street; thence westerly along said north right-of-way line to the west right-of-way line of 13thStreet and the southeast corner of Lot 8 of Sexauer's Addition; thence northerly along said west right-of-way line to the north right-of-way line of Hyde Avenue; thence easterly along said north right-of-way line to the point of beginning.

YOU ARE FURTHER NOTIFIED THAT a public hearing thereon will be held before the Finance and Personnel Committee of the Common Council on December 4, 2025 at 6:00 p.m. in the Council Chambers of City Hall, 400 La Crosse St. La Crosse St., at which time any and all may be heard for or against the vacation of said street.

Such matter will also be acted upon by the City Plan Commission at 4:00 p.m. on December 1, 2025 (public speaking is allowed), and by the Common Council on December 11, 2025 at 6:00 p.m., both meetings will take place in the Council Chambers at City Hall, 400 La Crosse St.

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

The above referenced Resolution and relevant attachments may be examined in the Legislative Information Center which can be accessed from the City website at www.cityoflacrosse.org (search for file 25-1294).

Dated this 29th day of October, 2025.

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

- -

Published in the La Crosse Tribune on November 13, 20, & 25, 2025
One (1) Affidavit

Agenda Item 25-1294 (Tim Acklin)

Resolution approving the partial vacation of public right-of-way along the western side of the 1800 block of 13th Street South.

General Location

Council District 10, located along the western portion of 13th Street S between Hyde Ave and Travis Street as depicted on attached MAP 25-1294. Adjacent uses include single-family homes to the east, single-family homes and light industrial to the south, Badger Corrugating to the west, and single-family homes and Badger Corrugating to the north.

Background Information

The applicant, Badger Corrugating, is requesting to vacate the western 9ft of 13th Street S between Hyde Ave and Travis Street. The applicant currently has a Street Privilege Permit to use this portion of the street for approximately 25 employee parking spaces. As part of the redevelopment of their campus, the applicant is requesting to have this area vacated so it can be permanently incorporated into their parcel.

Recommendation of Other Boards and Commissions

N/A

Consistency with Adopted Comprehensive Plan

The Comprehensive Plan does not specifically address ROW vacations. However, improving opportunities and pathways for our employers to operate and grow is a major goal in the Comprehensive Plan.

Staff Recommendation

The applicant has been using this portion of 13th Street S for parking for well over 20 years so permanently reducing the width of the street by 9ft does not seem to have an adverse effect on the surrounding neighborhood. This item is recommended for approval.

Routing F&P 12.4.25



BASIC ZONING DISTRICTS

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

0 40 80 160 Feet

City of La Crosse Planning Department - 2025

PC 25-1294 25

LA CROSSE Tribune

AFFIDAVIT OF PUBLICATION

Lacrosse Tribune
1407 St. Andrew St., La Crosse, WI 54603
(866) 735-5631

Retain this portion for your records. Please do not remit payment until you receive your advertising invoice.

State of Florida, County of Broward, ss:

Ankit Sachdeva, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of Lee Enterprises, publishers of Lacrosse Tribune, a newspaper at, La Crosse, for county of La Crosse, in the state of Wisconsin, and that an advertisement of which the annexed is a true copy, taken from said paper, was published, therein on the dates listed below.

PUBLICATION DATES:
November. 13 2025, November. 20 2025, November. 25 2025

NOTICE ID: A1HrUxUwJkVMVSDPSQ0o
PUBLISHER ID: COL-WI-101695
NOTICE NAME: ROW Vacation - Portion 1800 blk 13th St S
Publication Fee: $209.79

Section: Legals
Category: 0001 Wisconsin Legals

Ankit Sachdeva

(Signed)_____

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

VERIFICATION

State of Florida
County of Broward

Subscribed in my presence and sworn to before me on this: 11/26/2025

S Smith

Notary Public
Notarized remotely online using communication technology via Proof.

NOTICE OF HEARING TO VACATE A PORTION OF STREET

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

That part of Sexauer's Addition to the City of La Crosse located in the Southwest Quarter of the Northeast Quarter, Section 8, Township 15 North, Range 7 West, La Crosse County, Wisconsin described as follows:

Commencing at the southwest corner of Lot 43 of Sexauer's Addition; thence westerly along the north right-of-way line of Hyde Avenue a distance of 41.00 feet to the point of beginning; thence southerly along a line parallel with the east right-of-way line of 13th Street to the north right-of-way line of Travis Street; thence westerly along said north right-of-way line to the west right-of-way line of 13th Street and the southeast corner of Lot 8 of Sexauer's Addition; thence northerly along said west right-of-way line to the north right-of-way line of Hyde Avenue; thence easterly along said north right-of-way line to the point of beginning.

YOU ARE FURTHER NOTIFIED THAT a public hearing thereon will be held before the Finance and Personnel Committee of the Common Council on December 4, 2025 at 6:00 p.m. in the Council Chambers of City Hall, 400 La Crosse St. La Crosse St., at which time any and all may be heard for or against the vacation of said street.

Such matter will also be acted upon by the City Plan Commission at 4:00 p.m. on December 1, 2025 (public speaking is allowed), and by the Common Council on December 11, 2025 at 6:00 p.m., both meetings will take place in the Council Chambers at City Hall, 400 La Crosse St.

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

The above referenced Resolution and relevant attachments may be examined in the Legislative Information Center which can be accessed from the City website at www.cityoflacrosse.org (search for file 25-1294).

Dated this 29th day of October, 2025.

Per Order of the Common Council
Nikki Elsen
City Clerk of the City of
La Crosse, Wisconsin
11/13, 11/20, 11/25 LAC
COL-WI-101695 WNAXLP

25-1294
CERTIFIED COPY OF RESOLUTION ADOPTED AT A REGULAR MEETING OF THE *CITY PLAN COMMISSION* OF THE CITY OF LA CROSSE, WISCONSIN

STATE OF WISCONSIN)
) ss.
County of La Crosse, City of La Crosse)

I HEREBY CERTIFY that I am the duly appointed, qualified secretary of the City Plan Commission of the City of La Crosse and State of Wisconsin; that the following is a true and correct copy of a Resolution adopted at the regular meeting of the City Plan Commission of the City of La Crosse, State of Wisconsin, held on the first day of December, 2025 at four o'clock, p.m., in the Council Chambers at La Crosse City Hall, 400 La Crosse Street, in said City; and that the same has been duly recorded in the minutes of said Commission and has never been rescinded or revoked.

BE IT RESOLVED: Resolution approving the partial vacation of public right-of-way along the western side of the 1800 block of 13th Street South be RECOMMENDED TO BE ADOPTED.

IN WITNESS WHEREOF, I have hereunto signed my name at La Crosse, Wisconsin, this first day of December, 2025.

Jenna Dinkel, Associate Planner
Recording Secretary, City Plan Commission
City of La Crosse, Wisconsin

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1319

Agenda Date: 12/4/2025 **Version:** 1 **Status:** New Business

In Control: Finance & Personnel Committee **File Type:** Resolution

Resolution approving a twenty-year lease extension with La Crosse Queen LLC, for the business at Riverside Park located at 401 Front St. S.

RESOLUTION

BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves a twenty-year lease extension with La Crosse Queen LLC, for the use of the property located at 401 Front St S, Riverside Park for the term of ten years with the possibility of two five-year extensions.

BE IT FUTHER RESOLVED that the lease will be managed by the Parks, Recreation, and Forestry Department.

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

BE IT FURTHER RESOLVED that the Director of Parks, Recreation, and Forestry is hereby authorized to take any and all steps necessary to effectuate this extension.

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 25-1319 Caption Resolution approving a twenty-year lease extension with La Crosse Queen LLC, for the business at Riverside Park located at 401 Front St. S.

Staff/Department Responsible for Legislation

Department of Parks, Recreation, Forestry, and the La Crosse Center -James Flottmeyer

Requestor of Legislation

Jay Odegaard

Location, if applicable

401 Front St. S

Summary/Purpose

The purpose of this agreement is to lease to Lessee a portion of the publicly-owned Riverside Park located on the Mississippi River for a term of ten years with the possibility of two five year extensions.

Background

La Crosse Queen LLC has been a great partner with the City of La Crosse in the operation of a passenger vessel located in Riverside Park. The Parks Department feels this attraction is a great asset to the park and the local tourist industry.

Fiscal Impact

Increase in revenue and less taxpayer money going into the maintenance of the park.

Staff Recommendation

Staff recommendation is for approval.

LICENSE AGREEMENT BETWEEN
THE CITY OF LA CROSSE
AND
LA CROSSE QUEEN, LLC

THIS LICENSE AGREEMENT is made and entered into this 1st day of January, 2026, intended to be effective January 1, 2026, by and between ***City of La Crosse,*** a municipal corporation and body politic of State of Wisconsin (hereinafter referred to as the "Licensor"), and ***La Crosse Queen, LLC***, a Wisconsin Corporation (hereinafter referred to as the "Licensee").

1. Licensed Premises. The Licensor hereby agrees to license to Licensee those certain Premises in the City of La Crosse, County of La Crosse, State of Wisconsin, more particularly described as:

A legal description and map for said premises is attached hereto as Exhibit "A", which is made part of this License and incorporated herein by this reference.

2. Licensed Area.

A. Licensee accepts the Licensed Premises "as is" and acknowledges that it has inspected the Licensed Premises and determined it to be suitable for Licensee's use. Licensee agrees that it is not relying on any oral or written representations of Licensor concerning the Licensed Premises (including but not limited to dimensions, soil conditions, environmental conditions, municipal restrictions, or uses by adjoining or third parties). There is no warranty or representation given by the Licensor as to the condition of the Licensed Premises.

B. The Licensee acknowledges and admits that the Licensed Premises is at risk of flooding on an annual basis and as such has been designated by the State of Wisconsin and the United States government as floodway, flood fringe or flood plain. These areas are subject to extensive rules and regulations related to the use of the same which the Licensee agrees to be in full compliance during the entire term of this License Agreement and any renewal of the same.

3. Allowed Operations and Uses within the Licensed Premises.

A. For and in consideration of the covenants, conditions and agreements hereinafter contained, Licensor hereby grants permission to Licensee to use the Licensed Premises for the docking and operation of the La Crosse Queen excursion boat, ticket trailer located on the Licensed Premises. Food and beverage catering is permitted on the La Crosse Queen excursion boat. Licensor understands and agrees that the excursion boat, loading ramp from shoreline, and office/gift shop trailer are personal property of the Licensee. No fuel or oil shall be sold or provided to any third party on said docking areas or the Licensed Premises. Licensee may use fuel and oil solely to fuel its excursion boat provided such materials are kept in appropriate and fire-rated containers.

B. No other business, activities, or uses may take place on the Licensed Premises on either a permanent or temporary basis without the advance written consent and agreement of any additional terms and conditions set forth by the Licensor, which shall include both the City Council and the Park Board.

C. In conducting any of the above operations or uses, the Licensee and any sub-licensee must be in full compliance with all of the codes, ordinances, statutes, rules and regulations of the City of La Crosse, County of La Crosse, State of Wisconsin and the United States Government and any of their committees, boards, agencies or commissions.

4. Term.

A. The commencement date for this License shall be January 1, 2026, with the Initial Term expiring on December 31, 2035. Upon mutual agreement of Licensor and Licensee, the License may be renewed for two five-year periods for a total of ten additional years provided, however, this Lease may be cancelled by one hundred eighty (180) days' notice by either party.

B. The anniversary date of the License shall be the first day of January of each year.

5. Fees and Accounting.

A. Fee Payment.

1. For the License year commencing January 1, 2026, and ending on December 31, 2035, the Licensee agrees to pay to the Licensor as a fee a sum equal to two-and one-half percent (2.5%) of any and all gross income derived or originated from the Licensed Premises, regardless of the source of the same, or Twelve Thousand and 00/100 Dollars ($12,000), whichever is greater.

For the License year commencing January 1, 2036, and ending on December 31, 2040, the Licensee agrees to pay to the Licensor as a fee a sum equal to three percent (3.0%) of any and all gross income derived or originated from the Licensed Premises, regardless of the source of the same, or Twelve Thousand and 00/100 Dollars ($12,000), whichever is greater.

For the License year commencing January 1, 2041, and ending on December 31, 2045, the Licensee agrees to pay to the Licensor as a fee a sum equal to three-and one-half percent (3.5%) of any and all gross income derived or originated from the Licensed Premises, regardless of the source of the same, or Twelve Thousand and 00/100 Dollars ($12,000), whichever is greater.

2. The fee shall be paid in two installments with the first payment of Six Thousand and 00/100 Dollars ($6,000) due on July 1st and the remaining payment due on November 15th of each year of the License Agreement.

3. Each installment fee shall be paid, without demand, at the Office of the Treasurer, 400 La Crosse Street, 2nd Floor, La Crosse, WI 54601. If any and all fees due under this License are not made within five (5) days of the original due date, a late payment penalty of ten percent (10%) of the amount due will be assessed and added to the amount due. In addition, any and all fees required from Licensee to Licensor shall accrue interest at the rate of eighteen percent (18%) annum from and after their due date until paid. Fee payments will be deposited in the Riverside Park Improvement Fund.

B. Definition of Gross Income. The term "Gross Income" as used in this License shall mean the gross amount received or derived from any source whatsoever on the Licensed Premises, by either cash, credit or trade (whether payment is actually received for sales credit or not) from all sales or merchandise, services and from income from all other sources derived from business conducted on the Licensed Premises, including orders received on the Licensed Premises but filled elsewhere.

C. Deductions from Gross Income. There shall be excepted from the Licensee's gross income, as such term is used herein, the amount of all sales tax receipts which are required to be accounted for by Licensee to any government or governmental agency.

D. Accounting.

1. The Licensee shall keep, or cause to be kept, full, complete and proper books, records and accounts of the gross sales and credits of such separate department, sub-licensee or division at any time operated in or on the demised Licensed Premises; such books, records and accounts, including any sales tax reports that the Licensee may be required to furnish to any governmental agency, shall, at all reasonable times, be open to the inspection of the Licensor, Licensor's auditor or other authorized representative or agent at no cost to Licensor or Licensor's agents. If the Licensee fails to supply any and all records when asked or attempts to charge a fee or cost of any kind for inspection, reproduction, review or duplication of these records, it will be an immediate monetary default under the terms and conditions of this License.

2. All books shall be maintained on an accrual accounting basis.

3. Records.

a. On or before April 30th of each year, the Licensee shall furnish the Licensor with a balance sheet and income statement, reviewed and approved by an accountant chosen by the Licensee, certifying all income

and expenses from all operations in or on the Licensed Premises, divided by each department or operation. These records shall clearly set forth the gross income made in or from the demised Licensed Premises during the License year just concluded and the authorized deductions, if any, therefrom.

b. On or before April 30th of each year, the Licensee shall provide the Licensor signed copies of all state and federal tax returns and all sales tax reports for the prior year for the Licensee and for all business which derived income from, in or on the Licensed Premises. In the event that Licensee obtains an extension on filing its tax returns and/or sales tax reports, such tax returns and/or reports shall be provided to Licensor as required in this provision by June 30th of said year.

c. Licensor and Licensee agree that confidential, financial, and trade secret records provided by Licensee pursuant to this section shall not be disclosed to any third party without the consent of Licensee except as required by law or ordered by a court.

E. Year-End Adjustment.

1. On or before April 30th of each year, a final adjustment and accounting for the preceding License year shall be had to determine the gross income of the preceding License year and the amount of percentage fee due the Licensor for the preceding License year. This accounting shall be forwarded to the Licensor in a written format, in form and substance satisfactory to the Licensor.

2. In the event the amounts of percentage rent due for said year is more than what was actually paid by the Licensee then a payment representing the balance due shall be made with the accounting set forth above.

6. Audit of Books and Records.

A. The Licensor may, at Licensor's expense, audit the books and records of the Licensee and/or Sub-licensee to determine compliance with the obligations of this License Agreement. The Licensee agrees to assist and comply with all instructions related to the same.

B. If there is a determination by the auditor of an error in the books and records of the Licensee or Sub-licensee which would result in a payment to the Licensor of Five Hundred and 00/100 Dollars ($500.00) or more, the costs of the audit shall be borne by the Licensee. Licensor and Licensee have the right to dispute the findings of the auditor if additional information is available that contradicts the auditor's findings.

7. Security Deposit.

A. The Licensee shall pay a security deposit to Licensor equal to the sum of Twelve Thousand and 00/100 Dollars ($12,000.00). Said security deposit shall be paid in five (5) installments of Two Thousand and Four Hundred and 00/100 Dollars ($2,400.00) each paid annually commencing on or before July 1, 2011, and on July 1 each and every year until the deposit has been paid in full.

B. These funds may only be drawn by the Licensor to cover defaults in fee payments, water and sewer bills, utilities, and any amounts due under this License and/or to refund deposits collected by Licensee in the event of default and termination of this License. If there is no default, the deposit, less any deductions, will be released within sixty (60) days of surrender of the Licensed Premises to the Licensor. If there is a default, the deposit will not be released until the final computation all damages and deductions are made by the Licensor.

8. Compliance with all Laws.

A. Licensee shall, at its own cost and expense, be responsible to promptly comply and conform with all present and future laws, ordinances, rules, requirements and regulations of the federal, state, county and city governments and of any and all other governmental authorities or agencies affecting the Licensed Premises or its use, and Licensee shall, at its own cost and expense, make all additions, alterations or changes to the Licensed Premises or any portion thereof as may be required by any governmental authority or agency.

B. Licensee shall, during the entire term of this License, comply with all applicable federal, state, and local environmental laws, ordinances and amendments thereto and rules and regulations implementing the same, together with all common law requirements, which relate to discharge, emission, waste, nuisance, pollution control, hazardous or toxic substances and other environmental matters as the same shall be in existence during the term hereof. All of the foregoing laws, regulations and requirements are hereinafter referred to as Environmental Laws. Licensee shall obtain all environmental licenses, permits, approvals, authorizations, exemption, classifications, certificates and registrations (hereinafter collectively referred to as Permits) and make all applicable filings required of Licensee under the Environmental Laws to operate at the Licensed Premises. The Permits and required filings shall be made available for inspection and copying by Licensor at Licensee's offices upon reasonable notice and during business hours. Licensee shall not cause or permit any flammable explosive, oil, contaminant, radioactive material, hazardous waste or material, toxic waste or material or any similar substance (hereinafter collectively referred to as Hazardous Substances) to be brought upon, kept or used in or about the Licensed Premises except for small quantities of such substances as is necessary for the business conducted upon the Licensed Premises provided that Licensee shall handle, store, use and dispose of any such Hazardous Substance in compliance with all applicable laws and in a manner which is safe and does not contaminate the Licensed Premises.

C. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of any Hazardous Substance on or about the Licensed Premises by any occupant of the Licensed Premises during the License term, then the reasonable costs thereof shall be reimbursed by Licensee to Licensor upon demand. Licensee shall deliver to Licensor Material Safety Data Sheets describing all Hazardous Substances stored, used or disposed of on the Licensed Premises. Licensee shall also, from time to time, at Licensor's request, execute such other affidavits, representations and the like concerning Licensee's best knowledge and belief regarding the presence of Hazardous Substances on the Licensed Premises. Licensee agrees to indemnify and hold Licensor harmless from any liability, claim or injury, including attorney fees and the cost any required or necessary repair, clean-up, remediation or detoxification, arising out of (i) the use, manufacture, handling, storage, disposal or release of any Hazardous Substances by Licensee, its agents and employees and any sub-licensee and its agents and employees on, under or about the Licensed Premises, or (ii) an actual or alleged violation of Environmental Laws in connection with the occupancy of the Licensed Premises by Licensee or any occupant of the Licensed Premises or the operation of Licensee's business on the Licensed Premises during the term of the License. The foregoing indemnification shall survive the expiration or earlier termination of this License. It is agreed that Licensor shall also indemnify Licensee for any payment Licensee is required to make with regard to necessary testing, repair, cleanup, remediation, or detoxification with regard to any environmental damage which existed prior to Licensee's occupancy of the Licensed Premises. Licensor shall also hold Licensee harmless for any liability Licensee may have to any third party as a result of any environmental claim or condition prior to Licensee's occupancy of the Licensed Premises.

9. Signage. Licensee's previously approved signs located on the Licensed Premises may continue. In the event that Licensee seeks to modify, alter, or add signs on the Licensed Premises, such signs must comply with all codes and ordinances of the City of La Crosse and be approved in advance by the Park Board. Licensee is responsible for all costs and expenses associated with signs, including but not limited to the installation, maintenance, and removal of signs.

10. Ownership and Control of Licensee.

A. Licensee states that as of the date of signing of this License, all persons and entities with interest in the Licensee's corporation are disclosed on the attached Exhibit "B" which is incorporated herein by this reference as if set forth in full.

B. If there is a change in the number of shares or the number of Members by fifty percent (50%) or more, then such transfer must be approved in advance, in writing, by the Licensor and the Park Board. This approval may not be unreasonable withheld.

C. On an annual basis, on or before February 15th of each year, a disclosure signed and authenticated by the Members of the corporation setting forth the current Officers,

Directors and Members of the Licensee, along with the percentage of ownership of each Member shall be provided to the Licensor.

11. Licensor's Right of Entry and Inspection.

A. Licensor shall have the right to enter the Licensed Premises upon twenty-four (24) hours notice, for the purpose of verifying compliance with the terms and conditions of this License. Licensor shall have the right to enter the Licensed Premises without notice in the case of emergency.

B. Licensor may also request any and all records from Licensee pertinent to this License, at no cost, upon ten (10) days advance notice for the purpose of verifying compliance with the terms and conditions of this License.

C. Licensee understands and acknowledges that Licensor is subject to the Public Records Law of the State of Wisconsin. As such, Licensee agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this License for a period of not less than seven (7) years after the termination or expiration of this License. Licensee agrees to assist Licensor in complying with any public records requests that Licensor receives pertaining to this License. Additionally, Licensee agrees to indemnify and hold harmless Licensor, 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 Licensee's actions or omissions which contribute to Licensor's inability to comply with the Public Records Law. In the event that Licensee decides not to retain its records for a period of seven (7) years, then it shall provide written notice to Licensor whereupon Licensor shall take custody of said records assuming such records are not already maintained by Licensor. This provision shall survive the termination of this License.

12. Repairs and Improvements.

A. The Licensee, during the term of this License or any extension or renewal of this License, shall, at its expense, make all repairs as shall be reasonably necessary to keep said Licensed Premises in good condition and repair. Licensee shall be responsible for maintaining its trade fixtures, furniture and personal property, including but not limited to excursion boat, loading ramps, and barges. Licensor shall be responsible for maintaining the public access areas, including but not limited to the sidewalks, shelter and grass areas. As a municipal corporation, Licensor's maintenance is contingent upon certain approvals and funding allocations by its governing body.

B. Prior to the commencement of any work, other than standard repairs and maintenance, all improvements must be approved in advance by the Park Board and proper permits obtained.

C. The Licensee further agrees that all damage or injury done to the Licensed Premises by the Licensee, its sub-licensees, invitees and guests shall be repaired by the

Licensee at its expense. The Licensee agrees, at the expiration of this License or upon the earlier termination thereof, to quit and surrender said Licensed Premises in good condition and repair, reasonable wear and tear excepted.

D. In the event of a flooding event Licensee shall at their sole expense shall move the office trailer off of the premises.

13. Assignment and Subletting.

A. The Licensee shall not assign this License or any interest therein, nor let or underlet the said Licensed Premises or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person without the advance written consent of the Licensor, which shall include both the City Council and its Park Board.

B. All sublicenses, assignees and sub-licensees are bound by the terms and conditions of this License, regardless of any statement to the contrary within any sublicense or assignment document.

C. Licensee grants to the Licensor the right to enforce the terms of any sublicense and further the right to enforce this License on any sub-licensee or assignee.

14. Insolvency. If any proceedings in bankruptcy or insolvency are filed against the Licensee, or if any writ of attachment or writ of execution is levied upon the interest herein of the Licensee and such proceedings or levy shall not be released or dismissed within sixty (60) days thereafter, or if any sale of the license hold interest hereby created or any part thereof should be made under any execution or other judicial process, or if the Licensee shall make any assignment for benefit or creditors or shall voluntarily institute bankruptcy or insolvency proceedings, the Licensor, at Licensor's election, may re-enter and take possession of said Licensed Premises and remove all persons therefrom and may, at Licensor's option, terminate this License.

15. Attorney Fees. In the event a suit is brought to enforce this License, the prevailing party shall be allowed to recover its costs, including reasonable attorney's fees, from the nonprevailing party.

16. Default. The occurrence of any of the following shall constitute a default by the Licensee:

A. Failure to timely pay any amounts due under this License if the failure continues for a period of ten (10) days after written notice has been given to the Licensee of the Default. If any payment due under this License is not made within five (5) days of the original due date, a late payment penalty of ten percent (10%) of the amount due will be assessed and added to the amount due. In addition, any payment required from Licensee to Licensor shall accrue interest at the rate of eighteen percent (18%) annum from and after its due date until paid.

B. Abandonment and Vacation of the Licensed Premises. Failure to occupy and operate the Licensed Premises for twenty (20) consecutive days may, at the option of the Licensor, be deemed an abandonment and vacation. Regarding the requirement to occupy and operate, Licensor understands that Licensee's active operation season for the excursion boat is from April 1 until October 31.

C. Failure to supply any documents or records required under this License.

D. Licensee's willful or malicious substantial injury to the Licensed Premises or commission of waste to the same.

E. Licensee's making of an assignment for the benefit of creditors, which is not approved in advance by the Licensor.

F. Failure to perform any other provision of this License if the failure to perform is not cured within thirty (30) days after notice has been given to the Licensee to cure the default. This time frame for curing the default may be extended in the sole discretion by the Park Board or City Council upon a showing by Licensee of reasonable efforts to correct the same and that the cure cannot be made with the thirty (30) day notice period.

17. Non-Waiver of Default.

A. The subsequent acceptance of a fee payment hereunder by the Licensor shall not be deemed a waiver of any preceding breach of any obligation hereunder by the Licensee other than the failure to pay the particular fee so accepted.

B. The failure by the Licensor to assert or notice a default under this License in a timely manner is not considered a waiver or acceptance of the default.

18. Indemnification:

a. To the fullest extent allowable by law, La Crosse Queen LLC hereby indemnifies and shall defend and hold harmless the City, its elected and appointed officials, officers, employees, authorized representatives and volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature whether arising before, during or after the usage of Riverside Park in any manner directly or indirectly caused, occasioned or contributed to or claimed to be caused, occasioned, or contributed to by reason of any act, omission, fault, or negligence, whether active or passive, of La Crosse Queen LLC or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement. La Crosse Queen LLC aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the fault, negligence, or willful misconduct of the City, its elected and appointed officials, officers, employees or authorized

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

b. In any and all claims against the City, its elected and appointed officials, officers, employees, authorized representatives or City volunteers by an employee of La Crosse Queen LLC, La Crosse Queen LLC itself, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for La Crosse Queen LLC or any La Crosse Queen LLC under Workers Compensation Acts, Disability Benefits Acts, or other employee benefit acts.

i. No provision of this indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor or indemnified parties except when such interpretation would violate the laws of the state in which La Crosse Queen LLC is located.

c. La Crosse Queen LLC shall reimburse the 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. La Crosse Queen LLC obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City its elected and appointed officials, officers, employees or authorized representatives or volunteers.

19. Insurance: Unless otherwise specified in this Agreement, La Crosse LLC shall, at its sole expense, maintain in effect at all times during the usage of the Riverside Park, insurance coverage with limits not less than those set forth below with insurers and under forms of polices set forth below.

a. Workers Compensation and Employers Liability Insurance. La Crosse Queen LLC shall cover or insure under the applicable labor laws relating to workers compensation insurance, all of their employees in accordance with the laws of the State of Wisconsin-La Crosse Queen LLC shall provide statutory coverage for work- related injuries and employer's liability insurance with limits of at least for employers' liability of one hundred thousand ($100,000.00) for each accident, one hundred thousand ($100,000.00) for each employee and five hundred thousand ($500,000.00) for total policy limit.

b. Commercial General Liability, Liquor Liability and Automobile Liability Insurance. La Crosse Queen LLC shall provide and maintain the following commercial general liability and automobile liability insurance.

i. Coverage. Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle)

ii. Limits commencing January 1, 2026.La Crosse Queen LLC shall maintain limits no less than the following commencing January 1, 2026:

1. General Liability. One million and 00/100 dollars ($1,000,000.00) per occurrence; two million and 00/100 dollars ($2,000,000.00) general aggregate, if applicable, for bodily injury, personal injury and property damage.

2. Automobile Liability. One million and 00/100 dollars ($1,000,000.00) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement

3. Umbrella Liability. Six million and 00/100 dollars ($6,000,000.00) following form excess of the primary General Liability Coverages. Coverage is to duplicate the requirements as set for herein.

4. Liquor Liability. One million and 00/100 dollars ($1,000,000.00) per occurrence.

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

i. The City, its elected and appointed officials, officers, employees, authorized representatives or City volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of La Crosse Queen LLC; premises occupied or used by La Crosse Queen LLC; and vehicles owned, leased, hired or borrowed by La Crosse Queen LLC. The coverage shall contain no special limitations on the scope of protection afforded to the city, its elected and appointed officials, officers, employees, authorized representatives or City volunteers. Except for the workers compensation policy, each policy shall contain a waiver of subrogation endorsement in favor of the City.

ii. For any claims related to this Agreement or usage of Riverside Park La Crosse Queen LLC insurance shall be primary insurance as respects to the City, its elected and appointed officials, officers, employees, authorized representatives or City volunteers. Any insurance, self-insurance, or other coverage maintained by the City, its elected and appointed officials, officers, employees, authorized representatives or City volunteers shall not contribute to the primary insurance.

iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage

provided to the City, its elected and appointed officials, officers, employees, authorized representatives or City volunteers.

iv. La Crosse Queen LLC insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

v. Each insurance policy required by this Agreement shall state, or be endorsed to the state, that coverage shall not be canceled by the insurance carrier or La Crosse Queen LLC, except after sixty (60) days, (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to the City.

vi. Such liability insurance shall indemnify the City, its elected and appointed officials, officers, employees, authorized representatives or City volunteers against loss from liability imposed by law upon or assumed under contract by La Crosse Queen LLC for damages on account of such bodily injury, (including death), property damage, personal injury, completed operations, and products liability.

vii. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability and completed operations. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.

viii. All of the insurance shall be provided on policy forms and through companies satisfactory to the City and shall have a minimum AM Best's rating of A-VIII.

d. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, the insurer shall either reduce or eliminate such deductibles or self-insured retentions

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

20. Utilities and Services. Licensee shall, in its own name, pay when due any and all charges for all utilities for the Licensed Premises. Under no circumstances shall Licensor be responsible for any interruption of any utility service. Licensor will provide trash receptacles for Licensee's use and Licensor will provide trash removal services. Licensee shall cooperate with Licensor and comply with laws and regulations regarding trash disposal.

21. Destruction of Licensed Premises.

A. In the event of a total or partial destruction of the Licensed Premises, not including any structures, buildings, or personal property, during the term from any cause,

the Licensor shall forthwith repair the same, provided funding is appropriated for such repairs and the repairs can be made within ninety (90) days under the laws and regulations of state, federal, county or municipal authorities.

B. Should the total or partial destruction result from causes covered by the fire and extended coverage insurance furnished by the Licensee, the insurance proceeds shall be made available to the Licensee to affect the required repairs.

C. If such repairs cannot be made within ninety (90) days, this License may be terminated at the option of either party.

22. Alterations. The Licensee shall not make, or suffer to be made, any alterations of the real property or without the written consent of the Licensor first made and obtained; and any additions to, or alterations of, the real property improvements shall become at once a part of the realty and belong to the Licensor. If written consent of the Licensor to any proposed alterations by the Licensee shall have been obtained, the Licensee agrees to advise Licensor in writing of the date upon which such alterations will commence in order to permit the Licensor to post notice of no responsibility. The Licensee shall keep the demised Licensed Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by Licensee.

23. License Termination. For reasons other than default, the Licensor may terminate for the following reasons:

A. A change in the laws, rules or regulations governing lands located in flood areas that make any of the operations located on these Licensed Premises illegal or require the cessation of such activities.

B. Notwithstanding any other provision contained herein, the Licensor shall automatically terminate upon the occurrence of any of the events described below:

1. A petition by or against the License Holder under the bankruptcy laws of the United States, which petition is not dismissed within ninety (90) days from the date of such filing.

2. The assignment by License Holder of its assets for the benefit of creditors under any state insolvency laws.

3. Conduct by License Holder of its business under any trustee or other person appointed pursuant to judicial proceedings.

4. The taking by a court of jurisdiction of the License Holder and its assets pursuant to proceedings brought under the provisions of any federal or state reorganization act.

5. The appointment of a receiver of the License Holder's assets; or

6. A lapse in the insurance coverage of the License Holder is required to maintain pursuant to this License Agreement.

24. Abandonment. The Licensee agrees not to vacate or abandon the Licensed Premises at any time during the demised term. Should the Licensee vacate or abandon said Licensed Premises or be dispossessed by process of law or otherwise, such abandonment, vacation or dispossession shall be a breach of this License, and in addition to any other rights which the Licensor may have, the Licensor may remove any personal property belonging to the Licensee which remains on the demised Licensed Premises and store the same, such removal and storage to be for the account of and at the expense of the Licensee. The Security Deposit of the Licensee may be used to pay any removal, transportation, cleaning and storage fees incurred by the Licensor.

25. Laws and Regulations. The Licensee, at its own cost and expense, shall comply promptly with all laws, rules and orders of all federal, state and municipal governments or departments which may be applicable to the Licensed Premises, and shall likewise promptly comply with the requirements of the Board of Fire Underwriters concerning the Licensed Premises.

26. Notices. All notices to be given to the Licensor and Licensee shall be in writing, and either personally delivered or deposited in the United States mail, certified or registered, with postage prepaid, and addressed as follows:

Licensor: City of La Crosse
Attn: City Clerk
400 La Crosse Street
La Crosse, WI 54601

With copy to:

City of La Crosse
Attn: City Attorney
400 La Crosse Street
La Crosse, WI 54601

and

City of La Crosse
Attn: Director of Parks and Recreation
400 La Crosse Street
La Crosse, WI 54601

Licensee: La Crosse Queen, LLC
Attn: Kathy Jostad
405 Veterans Memorial Drive

P.O. Box 1805
La Crosse, WI 54601

Change of address by either party must be by notice given to the other in the same manner as above specified.

27. Guaranty.

A. Parties agree that in order to induce Licensor to enter into this License, the Licensor is requiring the personal guaranties of the Members of five percent (5%) or more of the outstanding and issued stock of the Licensee. The personal guaranty is attached hereto as Exhibit "C" and is made part of this License and incorporated herein by this reference as if set forth in full.

B. Should any person acquire five percent (5%) or more of interest in the Licensee, then they must also sign this personal guaranty prior to transfer of any shares to that person or entity. If this guaranty is not signed by the acquiring party, then this License is in default.

C. The Licensor is not required to accept corporate guaranties and may require that the beneficial or personal owners of any business entities sign this guaranty in their individual capacity.

28. Relationship of Parties. It is understood and agreed that the relationship of the parties hereto is strictly that of Licensor and Licensee. The Licensor is the owner of the Licensed Premises, but this License shall not be construed as a joint venture or partnership. The Licensee is not and shall not be deemed to be agent or representative of the Licensor.

29. Personal Property. The Licensor acknowledges it has no interest in any of the personal property of the Licensee until the termination of the License. Licensee will pay all personal property taxes assessed against its improvements.

30. Defense and Indemnification. Licensee shall indemnify and hold harmless said Licensor relative to any enforcement actions, remedial actions, orders of removal, fines, penalties, or any other damages that may be suffered by Licensor on account of or arising out of the Licensee's activities or course of conduct, in the event any of such are imposed upon by Licensor by any Federal, State, local or other governmental agency.

Licensee agrees to defend, hold harmless and indemnify Licensor from all claims and demands that may be made against Licensor arising out of and in connection with the Licensee's use or occupancy of the Licensed Premises. Licensee further agrees to defend, hold harmless and indemnify Licensor from against all damages, losses, costs, reasonable attorneys' fees, charges and expenses which Licensor may have sustained, incur or be liable for in connection with any such claims or demands arising out of and in

connection with the Licensee's use or occupancy of the Licensed Premises, unless such damages are caused by the Licensor or its agents.

Licensor shall not be liable for damage to Licensee's property for any reason.

31. Third-Party Benefits and Assignment. This License is entered into for the sole and exclusive benefit of the parties to the License and their respective successors and assigns; no third party is intended to receive or be entitled to any rights hereunder, except as set forth herein.

32. Choice of Law. This License shall be governed by the laws of the State of Wisconsin and any action concerning the License shall be venued in the Courts of the State of Wisconsin and the parties hereby submit to the personal jurisdiction of the Courts of Wisconsin, both Federal and State, in any action with respect to this License and agree that any State Court action shall be venued in the Circuit Court of La Crosse County, Wisconsin. Any claims against the Licensor are governed by the statutes, law and rules for claims against municipalities. The parties agree that in the event of a dispute, all parties waive the right to a trial by jury.

33. Surrender of Possession.

A. At the expiration or termination of this License, whether by lapse of time or otherwise, Licensee shall surrender the Licensed Premises including any of Licensee's alterations, additions, and improvements, but excluding Licensee's equipment, personal property and furnishings, in good condition and repair, reasonable wear and tear excepted.

B. Upon the termination of this License, Licensee shall have the right to remove from the Licensed Premises all trade fixtures, furniture or other personal property which may have been installed on the Licensed Premises by Licensee but expressly excluding ductwork and any electric installations. It is further understood that any and all signs placed on or about the Licensed Premises by Licensee shall be and remain the sole property of Licensee and may be removed by Licensee at any time. Licensee shall repair any damage occasioned by the placement, maintenance or removal of any such property or signs. In the event that Licensee is unable to remove certain trade fixtures, furnishings, equipment or other personal property due to the river not being navigable, Licensee shall contact Licensor and advise Licensor of the same. Upon the river being navigable, Licensee shall remove such trade fixtures, furniture or other personal property.

34. Access by the Public.

A. The public shall have access to all areas of the Licensed Premises or parking areas at any time for recreational purposes, including but not limited to walking, running, biking, and fishing without a fee or charge. This does not include access to Licensee's trade fixtures, furnishings, equipment or other personal property, except as Licensee otherwise determines.

B. The public and Licensee shall follow all Rules and Regulations of the Licensor related to the Licensed Premises and the park, including but not limited to closing due to flooding, park hours, and any other rules and regulations.

35. Miscellaneous.

A. The paragraph captions in this License are for convenience only and shall not in any way limit, define, or construe the scope of any article of this License, nor offset the provisions thereof.

B. This License shall be construed in accordance with the laws of the State of Wisconsin as a Wisconsin contract.

C. The failure of either party to exercise or to complete the exercise of any right or remedy permitted hereunder shall not be deemed a waiver of that party's right to insist upon full performance of any condition hereof in the future.

D. Licensee affirms and agrees that Licensor and its agents have made no representations or promises with respect to the Licensed Premises for the entry into of this License except as in the License expressly set forth and that no claim or liability shall be asserted by Licensee against Licensor or its agents for breach of any representations or promises not expressly stated herein.

E. None of the covenants, provisions, terms or conditions of this License to be kept or performed by Licensor or Licensee shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to this Licensor and Licensee. This License contains the whole agreement of the parties.

F. If any provisions of this License or any specific application shall be invalid or unenforceable, the remainder of this License shall not be affected, and each provision of this License shall be valid and enforceable to the full extent permitted by law.

G. The covenants, conditions, and terms of this License shall be binding upon the respective parties, their heirs, personal representatives, successors and assigns.

H. The officers of the Licensee who are executing and attesting to this License hereby represent and warrant that they have full power, authority and right to execute this License and said officers represent and warrant that the execution and delivery of this License has been duly authorized by the Board of Directors of the Licensee corporation, and the execution of this License by such officers is sufficient and legally binding on the Licensee.

I. Within this License, if an action or approval is required to be carried out by the Licensor, that reference is jointly to the City Council of the City of La Crosse and the

Board of Park Commissioners (Park Board) for the City of La Crosse unless otherwise stated.

J. Licensor agrees to limit the number of separate excursion boat operations in Riverside Park during the term of this License to no more than four (4) operators, excluding the La Crosse Queen, LLC.

IN WITNESS WHEREOF, the parties to this License Agreement cause this instrument to be executed by their authorized representatives on the day and year first above written.

LICENSOR:
City of La Crosse

_____
Shaundel Washington-Spivey, Mayor

_____
Nikki Elsen, City Clerk

LICENSEE:
La Crosse Queen, LLC

Kathleen Jatkowski
Name:
Title: President
La Crosse Queen LLC
Name:
Title:

EXHIBIT "A"

LEGAL DESCRIPTION

Part of the NW 1/4 of the SE 1/4, Section 31, T16N—R7W, City of La Crosse, La Crosse County Wisconsin, described as follows:

Commencing at the northeast corner of the NE 1/4 of the SE 1/4, said section 31, thence S 81'09'40" W 1910.88 feet to the intersection of a concrete entrance walk and the back of a 2 foot wide ribbon of concrete at the back of the existing sidewalk, and the point of beginning.

thence, along said entrance walk, N 1416'25" W 61.10 feet;
thence N 3'33'15" W 5.84 feet to the top of the river bank;
thence 123.95 feet along the arc of a 115.00 foot radius curve concave to the southeast the chord of which bears, S 3514'08" W 118.04 feet;
thence N 84'44'45" E 3.92 feet to the southwest corner of a concrete driveway,
thence, along the south line of said concrete driveway, S 66'10'25" E 23.20 feet;
thence, continuing along said south driveway line, S 60'03'28" E 22.53 feet to the back of a 1 foot ribbon of concrete;
thence, along said 1 foot ribbon of concrete 37.67 feet on the arc of a 110.00 foot radius radius curve concave to the southeast the chord of which bears, N 25'37'27" E 37.48 feet to the south line of a concrete pad for an open air shelter;
thence, along said south concrete line, N 76'17'28" E 11.14 feet to the back of the existing concrete sidewalk;
thence, along the back of said concrete sidewalk 11.06 feet on the arc of a 112.00 foot radius curve concave to the southeast the chord of which bears, N 4150'27" E 11.06 feet;
thence N 14'16'25" W 2.33 feet to the back of a 2 foot ribbon of concrete;
thence,6.90 feet on the arc of a 114.00 foot radius curve concave to the southeast the chord of which bears, N 47'00'25" E 6.90 feet to the point of beginning.

Subject to any easements, covenants or restrictions, implied or recorded.

EXHIBIT "B

STATEMENT OF INFORMATION AND INTEREST
FOR LIMITED LIABILITY COMPANY

1. Limited Liability Company Name: LaCrosse Queen LLC.

2. Date of Organization: April 28, 2010.

3. State or Place of Organization: Wisconsin.

4. Names, Addresses and Percentage of Interest for All Individual LLC Members:

LLC Member(s)	Address	City	State	Zip	Percentage of Interest
Jerrilyn Hoffman	550 Port O Call Way	Naples	Fl.	34102	95%
Kathleen Jostad	N8144 County Rd. C	Mindoro	Wi.	54644	5%

EXHIBIT "C"

CONTINUING GUARANTY

GUARANTY, for value received and in order to induce **City of La Crosse** (hereinafter Licensor) to License the Licensed Premises described in this License, to **La Crosse Queen, LLC** (hereinafter Licensee). The undersigned agreed to personally and unconditionally guaranty all amounts due under the attached License Agreement for the full term and any renewals of the same, including any and all claims for damages related to a breach of this License Agreement.

The undersigned jointly and severally guarantee payment of and promise to pay or cause to be paid to Licensor or any other holder of any of the Obligations defined herein when due or, to the extent not prohibited by law, at the time any Licensee become the subject of bankruptcy or other insolvency proceedings, the amount set forth above.

No claim, including neither a claim for contribution or subrogation, which any of the undersigned may have against a co-guarantor of any of the Obligations or against any Licensee shall be enforced nor any payment acted until the Obligations set forth herein are paid in full. Any payments made hereunder are not subject to any right of recover.

REPRESENTATIONS. The undersigned acknowledges and agrees that the Licensor (a) has not made any representations or warranties with respect to, (b) does not assume any responsibility to the undersigned for, and (c) has no duty to provide information to the undersigned regarding, the collectability or enforceability of any of the Obligations or the financial condition of any Licensee or guarantor. The undersigned has independently determined the collectability and enforceability of the Obligations and, until the Obligations are paid in full, will, independently and without reliance on Licensor, continue to make such determinations.

REVOCATION. This is a continuing guaranty and shall remain in full force and effect until the time set forth above. Upon revocation by written notice or actual notice of death, this Guaranty shall continue in full force and effect as to all Obligations contracted for or incurred before revocation, and as to them the Licensor shall have the rights provided by the guaranty as if no revocation had occurred. Revocation by one of the undersigned shall not affect any of the liabilities or obligations of any of the other undersigned and this guaranty shall continue in full force and effect with respect to them.

PERSONS BOUND. This Guaranty benefits Licensor, its successors and assigns, and binds the undersigned, their respective heirs, personal representatives, successors and assigns.

Dated to be effective this 1st day of January 2026.

SERGIEN HOFFMANN, Personally,
as Guarantor

_____, Personally,
as Guarantor

ACKNOWLEDGEMENT

State of ~~Wisconsin~~ ILLINOIS)
) SS.
County of ~~La Crosse~~ COOK)

This guaranty was acknowledged before me on the 1st day of ~~January 2026~~ OCTOBER, 2021 by SERGIEN HOFFMANN and _____, to me known to be the persons who executed the same.

_____
Notary Public
~~La Crosse County, WI.~~ COOK COUNTY, IL
My Commission Expires (is): 03/20/2026

KEVIN L MORRISON
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
March 20, 2026

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1327

Agenda Date: 12/4/2025 **Version:** 1 **Status:** New Business

In Control: Finance & Personnel Committee **File Type:** Resolution

Resolution allocating Town of Medary Fire Contract escrowed funds to offset new fire station construction cost overruns.

RESOLUTION

WHEREAS, CIP Budget #20F02 (Fire Station 2), completed in July of 2023, CIP Budget #20FO4 (Fire Station 4), completed in July of 2024, have exceeded the budgeted amount of total funding for both projects

WHEREAS, the City of La Crosse Fire Department and Finance Departments have determined the total deficit to be $662,331.31 after all expenses.

WHEREAS, the City of La Crosse Fire Department has identified and determined that the most appropriate and adequate source of funds to negate the deficit will be available in the Town of Medary Fire Contract escrow account and 2026 future revenues.

WHEREAS, the escrowed funds and revenue become available to the City of La Crosse on January 1st, 2026.

THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse authorize the use of the escrowed funds and 2026 revenue to pay the deficit shortfall of $662,331.31

BE IT FURTHER RESOLVED that the Director of Finance and Fire Chief are authorized to take any and all steps necessary 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 25-1327 Caption Resolution allocating Town of Medary Fire Contract escrowed funds to offset new fire station construction cost overruns.

Staff/Department Responsible for Legislation

Jeff Schott, Fire

Requestor of Legislation

Jeff Schott, Chief
Chadwick Hawkins, Director of Finance

Location, if applicable

Summary/Purpose

The total cost for land acquisition and construction of two new fire stations exceeded delegated funding through CIP and other revenues. The recently approved Town of Medary Fire Contract contains provisions for the City of La Crosse to access an escrow fund with the intended purpose to contribute to the facilities and equipment that serve the Town of Medary. It is requested that the escrowed account and a portion of the contracted service revenue be used to negate the deficit created after final construction of new fire stations 2 and 4.

The current deficit has been consolidated and formally reflected under the CIP for the new Station 2. The deficit is $662,231.31
The Finance Department has affirmed the deficit and detailed the expenditures.

Background

Council action and approval for the new fire stations began in 2017, with funding secured in 2018 for land acquisition and planning. Additional CIP funds were approved in 2019 for construction in 2021 and 2022. COVID, site planning delays,project funding transfers and construction cost increases greatly delayed and increased the final cost to the fire station construction. The city began acquiring properties at the current Station 4 site, (6 residential homes), a residence next to Station 3, and 1.1 acre property for 5th station at 33rd and Mormon Coulee. These actions took place with initial funding of 1 million and additional funds added with CIPs # 20F02,#20FO1, and #20FO4. Resolution 21-0444 combined those funds prior to any construction.
Examination of the total fiscal expenditures between the 2 stations shows a $662,231.31 deficit from all projects combined to CIP2.
The main cause of the deficit is the nearly 1.5 million that was materially under budgeted for land acquisition.

Fiscal Impact

The $662,231.31 deficit would paid by the Town of Medary Escrow Account and remainder by 2026 revenues.
Current balance of the Escrow Account is $587,906.35 which continues to accrue interest. Needed from 2026 TMC: $74,324.96

Staff Recommendation

Adopt

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1328

Agenda Date: 12/4/2025 **Version:** 1 **Status:** New Business

In Control: Finance & Personnel Committee **File Type:** Resolution

Resolution authorizing the appointment of an interim La Crosse Regional Airport Director effective October 24, 2025.

RESOLUTION

WHEREAS, Jeffrey Tripp, La Crosse Regional Airport Director informed the Common Council of his intent to resign effective October 23, 2025, and

WHEREAS, it is essential and necessary that continuity of leadership be maintained to ensure the efficient operation of the La Crosse Regional Airport, and

WHEREAS, it is the recommendation of the Mayor to appoint Lauren Koss as the interim La Crosse Regional Airport Director.

NOW THEREFORE BE IT RESOLVED by the Common Council that Lauren Koss be appointed as the interim La Crosse Regional Airport Director effective October 24, 2025, and be paid at a Grade 19 Step 1, ($58.57/hour) for the La Crosse Regional Airport Director with funds to come from the department of La Crosse Regional Airport operating budget.

BE IT FURTHER RESOLVED that the Director of Human Resources is hereby authorized to take all necessary steps to implement the 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: 25-1328

Caption: Resolution authorizing the appointment of an interim La Crosse Regional Airport Director effective October 24, 2025.

Staff/Department Responsible for Legislation

Human Resources

Requestor of Legislation

Shaundel Washington-Spivey - Mayor
Rebecca Franzen - Director of Human Resources

Location, if applicable

La Crosse Regional Airport

Summary/Purpose

The purpose of this resolution is to approve Lauren Koss at the Interim Director of La Crosse Regional Airport.

Background

On October 17, 2025 Jeffrey Tripp notified the City of his intent to resign from his role as La Crosse Regional Airport Director effective October 23, 2025. The position has been vacant since his departure.

While the City is advertising and recruiting for the next La Crosse Regional Airport DIrector, it has been a common practice of the City to place someone in the vacant Director role on an interim basis. Lauren Koss currently serves as the Deputy Director - Airport and has the necessary knowledge, skills and abilities to fulfil the role while a search is being conducted.

Fiscal Impact

No fiscal impact as the position of Director of La Crosse Regional Airport will be vacant as of October 24, 2025 and the position has been budgeted for.

Staff Recommendation

Staff recommends approval.

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1329

Agenda Date: 12/4/2025 **Version:** 1 **Status:** New Business

In Control: Finance & Personnel Committee **File Type:** Review

Human Resources
400 La Crosse St., La Crosse, WI 54601 ▪ Tel: (608) 789-7595 ▪ Fax: (608) 789-7598
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Employee Notice: Changes to the Employee Handbook for 2026

The following is a summary of the changes within the Employee Handbook Part I and Part II. For more details, please refer to the Employee Handbook. All changes are effective January 1, 2026 unless otherwise noted.

Employee Handbook, Part I

Section 5: Pay and Compensation

a. Update clothing allowance amounts for Police Captains, Assistant Chief of Police and Chief of Police to mirror that of the LPPNSA AND LPPSA CBA.
b. Added a notation that to the clothing allowance section that "*all other clothing allowances must be pre-approved in the department's budget and approved by Human Resources prior to purchasing.*"
c. Added a **Safety Footwear Reimbursement** program effective January 1, 2026, for certain positions where safety footwear is required (full policy in Handbook II).
d. Added **Oktober Premium – Police Records Specialist** specialty pay provision for Oktoberfest weekend only per the recommendation of police management.
e. Added a notation to the Tar Crew Pay section that "*non-exempt airport employees working on the tar crew shall receive premium pay of $.75 per hour for the hours spent actively performing tar work. An assignment to the tar crew shall be made by airport management.*"

Section 6: Benefits

a. Increased the number of floating holidays from one (1) to two (2) per calendar year for all non-represented staff who are eligible.
b. Reviewed and increased the accrual rate for floating holidays for Airport Operations Coordinators from 10.1 hours to 11.2 hours per the recommendation of airport management.
c. Reviewed and increased the accrual rate for sick leave for Airport Operations Coordinators from 10.1 hours to 11.2 hours per the recommendation of airport management.
d. Added clarifying language that sick leave notes will only be accepted up to thirty (30) days after the use of sick leave to be deemed an excused absence.
e. Added a Paid Parental Leave policy for non-represented employees; see attachment with full policy.
f. Revised the vacation accrual schedule for all non-represented; see attachment with revised vacation schedule.

Minor grammatical changes and updates to job titles have been made throughout the entire handbook.

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Employee Handbook, Part II

Classification and Compensation Plan

Section 8: Performance Evaluations and Step Increases

a. Revised the fourth bullet point from the following (a) to the following (b):

   a. *Employees at or above the top step who meet the established performance factors shall receive a $750 performance stipend, subject to Common Council funding.*

   b. *When an employee reaches the maximum rate of their pay grade (step 11), they will receive the equivalent annual increase in the form of a lump sum, non-base building payment, subject to Common Council funding.*

Added a *FLSA Safe Harbor Policy* at the recommendation for legal counsel.

Added a *Safety Footwear Reimbursement Policy.*

Remove the *Voluntary Leave Donation Program for Spouse and Dependents of City Employees* policy.

Minor grammatical/formatting and job title changes have been made throughout the entire handbook as needed.

Paid Parental Leave

Purpose:
The City of La Crosse will provide up to eight (8) weeks of paid parental leave for employees to use upon the birth or adoption of an employee's child, or placement of a foster child. The purpose of the paid parental leave is to enable the employee to care for and bond with a newborn or newly adopted or fostered child. This leave is also available to a birthing parent following a stillbirth after 20 weeks of pregnancy.

Policy:
This policy will become effective on January 1, 2026, after approval by the Finance and Personnel Committee and is not retroactive. This paid parental leave exceeds any legal requirement.

Definitions:

a. Child(ren): Parental leave shall apply to all children under the age of 18.
b. Paid Parental Leave: Consists of right (8) weeks of paid time off based on the employee's regular work schedule (e.g. 8 weeks x 40 hours per week = 320 hours of paid parental leave). An equivalent number of hours will be placed in an accrual bank for the employee to utilize during their leave. The amount provided would allow the employee to be off work for an equivalent of eight calendar weeks.
c. Parent: A person who is identified on a child(ren)'s birth certification, adoption certificate, or other legal document certifying adoption or as a foster parent. This person also serves as continuing parental/caregiver role to the child.

Qualifications for Parental Leave

1. Must be a full-time or permanent part-time, non-represented employee. Part-time, temporary, and seasonal employees ("LTE") are excluded; AND
2. Must qualify for Family Medical Leave Act ("FMLA") leave; AND
3. Must have successfully completed their initial probationary period with the City.

Exclusions from Leave

- An employee's adoption of their new spouse's child(ren).
- An employee serving as a surrogate.
- An employee serving as a sperm donor who will not be a legal parent to the child.
- Additional paid parental leave is not available if the employee has more than one birth, adoption or foster placement in a single calendar year.
- In the case of multiple births (e.g. twins, triplets, etc.) or multiple children being adopted or fostered at one time, all children are treated as one event, limited to eight (8) weeks of paid parental leave.

Use of Paid Parental Leave

- An employee is eligible for paid parental leave once each calendar year.
- The use of paid parental leave is continuous use. No intermittent use will be approved.
- Employees will be compensated for the paid parental leave at their regular rate of pay. This rate of pay will not include any overtime or compensatory time.
- Paid parental leave will run concurrently with an state or federal family leave for which the employee is eligible.
- If both parents work for the City, each parent is eligible for eight (8) weeks of paid parental leave.
- Use of paid parental leave for adoption or foster care cannot take place prior to the physical placement of the child with the parent.
- If a City holiday falls on any of the paid parental leave dates, the employee will receive the paid parental leave in lieu of the holiday on that date. This time will count against the employees' eight (8) weeks of paid parental leave.
- Employees will continue to accrue other paid time off while using paid parental leave.
- Employees will not use their other accrue paid time off while using paid parental leave.
- Employees using paid parental leave will continue to receive the benefits they had prior to the leave.
- Outside employment, including self-employment, during paid parental leave is prohibited, and may result in disciplinary action, up to and including termination of employment.

Procedure:
Paid parental leave must be upon the birth or adoption of an employee's child, or placement of a foster child. An employee is not required to use all eight (8) weeks of paid parental leave. Any unused leave at the conclusion of the eight (8) weeks will be forfeited.

To initiate the Paid Parental Leave benefits:

1. The employee must fully complete and sign a paid parental leave form and return it to Human Resources at least thirty (30) days prior to foreseeable leave, but preferably ninety (90) days prior to the leave. It is the employee's responsibility to notify Human Resources of the actual date of the event after it is known if it differs from the anticipated date on the form.
2. The Human Resources Director will review and response to the form.
3. The employee must submit documentation required to substantiate their leave within two (2) weeks, or sooner, if possible, of the birth, adoption, or fostering of the child.
4. The supervisor will make efforts to ensure a smooth transition for the employee to return to work at the conclusion of the leave.

Required Documentation:
A copy of the child(ren)'s birth certificate, adoption certificate, or similar governmental/legal documental listing the employee as a legal parent.

Work Obligation:
An employee is required to work for the City for at least eight (8) weeks after usage of the paid parental leave. The eight-week work obligation begins on the date the employee physically returns to work after their paid parental leave or exhaustion of FMLA use; whichever is later. The City of La Crosse will seek collection of the full amount of paid parental leave for an employee who fails to return to work and fully complete the eight-week work obligation.

The work obligation is fixed at eight weeks regardless of the amount of paid parental leave used by the employee.

Violations:

Failure to substantiate the paid parental leave with the required paperwork will result in the City seeking collection of the full amount of any paid parental leave used by the employee.

Violations, misuse, or untruthful use of the paid parental leave benefit may result in disciplinary action, up to and including discharge from employment along with the City may seek collection of the full amount of any paid parental leave used by the employee.

Employees should report possible policy violations to the Human Resources department upon knowledge of the possible violation. Paid parental leave is a benefit, and abuse will be taken seriously. Repeated abuse may result in the benefit being eliminated for all.

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Non-Represented Vacation Schedule

Below are the vacation schedules for all non-represented employees in 2025.

Non-Exempt (Hourly) | Non-Represented Employees

Continuous Service	***Vacation Benefit***
After one (1) year of continuous service	One (1) week
After two (2) years of continuous service	Two (2) weeks
After six (6) years of continuous service	Three (3) weeks
After ten (10) years of continuous service	Eighteen (18) days
After thirteen (13) years of continuous service	Four (4) weeks
After sixteen (16) years of continuous service	Twenty-two (22) days
After twenty (20) years of continuous service	Five (5) weeks
After twenty-six (26) years of continuous service	Twenty-six (26) days
After twenty-seven (27) years of continuous service	Twenty-seven (27) days
After twenty-eight (28) years of continuous service	Twenty-eight (28) days
After twenty-nine (29) years of continuous service	Twenty-nine (29) days
After thirty (30) years of continuous service	Six (6) weeks

Exempt (Salaried) | Non-Represented Employees

Continuous Service	***Vacation Benefit***
After one (1) year of continuous service	Two (2) weeks
After five (5) years of continuous service	Three (3) weeks
After ten (10) years of continuous service	Eighteen (18) days
After thirteen (13) years of continuous service	Four (4) weeks
After sixteen (16) years of continuous service	Twenty-two (22) days
After twenty (20) years of continuous service	Five (5) weeks
After twenty-six (26) years of continuous service	Twenty-six (26) days
After twenty-seven (27) years of continuous service	Twenty-seven (27) days
After twenty-eight (28) years of continuous service	Twenty-eight (28) days
After twenty-nine (29) years of continuous service	Twenty-nine (29) days
After thirty (30) years of continuous service	

City Executives | Non-Represented Employees

Continuous Service	***Vacation Benefit***
After six (6) months of continuous service	Three (3) weeks
After two (2) years of continuous service	Four (4) weeks
After right (8) years of continuous service	Five (5) weeks
After fifteen (15) years of continuous service	Twenty-seven (27) days
After twenty (20) years of continuous service	Six (6) weeks

Battalion Chiefs | Non-Represented Employees

Continuous Service	*Vacation Benefit*
After one (1) year of continuous service	Three (3) shift days
After three (3) years of continuous service	Six (6) shift days
After seven (7) years of continuous service	Nine (9) shift days
After fourteen (14) years of continuous service	Twelve (12) shift days
After twenty (20) years of continuous service	Fifteen (15) shift days
After twenty-six (26) years of continuous service	Sixteen (16) shift days
After twenty-seven (27) years of continuous service	Seventeen (17) shift days
After thirty (30) years of continuous service	Eighteen (18) shift days

Airport Operations Coordinator | Non-Represented Employees

Continuous Service	*Vacation Benefit*
After one (1) year of continuous service	2.3 shift days (56.4 hours)
After two (2) years of continuous service	4.6 shift days (112.7 hours)
After six (6) years of continuous service	6.9 shift days (169 hours)
After ten (10) years of continuous service	8.25 shift days (200.9 hours)
After thirteen (13) years of continuous service	9.2 shift days (225.4 hours)
After sixteen (16) years of continuous service	10.18 shift days (249.4 hours)
After twenty (20) years of continuous service	11.5 shift days (281.8 hours)
After twenty-six (26) years of continuous service	11.96 shift days (293 hours)
After twenty-seven (27) years of continuous service	12.42 shift days (304.3 hours)
After twenty-eight (28) years of continuous service	12.88 shift days (315.6 hours)
After twenty-nine (29) years of continuous service	13.34 shift days (326.8 hours)
After thirty (30) years of continuous service	13.8 shift days (338.1 hours)

Below are the proposed vacation schedules for all non-represented employees beginning January 1, 2026.

Non-Exempt Employees (Hourly)

Continuous Service	*Days*	*Weeks*	*Hours (80)*	*Hours (75)*
Upon Hire (*Prorated)	10	2.0	80	75.0
After two (2) years of continuous service	13	2.6	104	97.5
After three (3) years of continuous service	15	3.0	120	112.5
After five (5) years of continuous service	17	3.4	136	127.5
After eight (8) years of continuous service	18	3.6	144	135.0
After ten (10) years of continuous service	21	4.2	168	157.5
After thirteen (13) years of continuous service	22	4.4	176	165.0
After fifteen (15) years of continuous service	23	4.6	184	172.5
After twenty (20) years of continuous service	27	5.4	216	202.5
After twenty-five (25) years of continuous service	30	6.0	240	225.0
After thirty (30) years of continuous service	32	6.4	256	240.0

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Exempt (Non-City Executives) Employees (Salaried)				
Continuous Service	*Days*	*Weeks*	*Hours (80)*	*Hours (75)*
Upon Hire (*Prorated)	15	3.0	120	112.5
After two (2) years of continuous service	18	3.6	144	135.0
After three (3) years of continuous service	20	4.0	160	150.0
After five (5) years of continuous service	21	4.2	168	157.5
After eight (8) years of continuous service	22	4.4	176	165.0
After ten (10) years of continuous service	25	5.0	200	187.5
After thirteen (13) years of continuous service	26	5.2	208	195.0
After fifteen (15) years of continuous service	27	5.4	216	202.5
After twenty (20) years of continuous service	31	6.2	248	232.5
After twenty-five (25) years of continuous service	34	6.8	272	255.0
After thirty (30) years of continuous service	36	7.2	288	270.0

City Executives (Salaried)			
Continuous Service	*Days*	*Weeks*	*Hours*
Upon Hire (*Prorated)	20	4.0	160
After two (2) years of continuous service	22	4.4	176
After three (3) years of continuous service	24	4.8	192
After five (5) years of continuous service	26	5.2	208
After ten (10) years of continuous service	28	5.6	224
After fifteen (15) years of continuous service	30	6.0	240
After twenty (20) years of continuous service	32	6.4	256
After twenty-five (25) years of continuous service	35	7.0	280
After thirty (30) years of continuous service	37	7.4	296

Battalion Chiefs			
Continuous Service	*Shift Days*	*Weeks*	*Hours*
Upon Hire (*Prorated)	9	3.0	216.0
After two (2) years of continuous service	10.8	3.6	259.2
After three (3) years of continuous service	12	4.0	288.0
After five (5) years of continuous service	12.6	4.2	302.4
After eight (8) years of continuous service	13.2	4.4	316.8
After ten (10) years of continuous service	15	5.0	360.0
After thirteen (13) years of continuous service	15.6	5.2	374.4
After fifteen (15) years of continuous service	16.2	5.4	388.8
After twenty (20) years of continuous service	18.6	6.2	446.4
After twenty-five (25) years of continuous service	20.4	6.8	489.6
After thirty (30) years of continuous service	21.6	7.2	518.4

Airport Operations Coordinator			
Continuous Service	*Shift Days*	Weeks	*Hours*
Upon Hire (*Prorated)	4.6	2.0	112.8
After two (2) years of continuous service	6.0	2.6	146.6
After three (3) years of continuous service	6.9	3.0	169.2
After five (5) years of continuous service	7.8	3.4	191.8
After eight (8) years of continuous service	8.3	3.6	203.0
After ten (10) years of continuous service	9.7	4.2	236.9
After thirteen (13) years of continuous service	10.2	4.4	248.2
After fifteen (15) years of continuous service	10.7	4.6	259.4
After twenty (20) years of continuous service	12.5	5.4	304.6
After twenty-five (25) years of continuous service	13.9	6.0	338.4
After thirty (30) years of continuous service	14.8	6.4	361.0

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CITY OF LA CROSSE

EMPLOYEE HANDBOOK

Procedures AND BENEFITS

JANUARY 01, 2026

Part One

DRAFT UNTIL APPR
PERSONNEL COMMITTEE

Effective January 1, 2014

Amended 2/14; 01/15; 01/16; 01/17; 01/18; 01/2019;

01/2020; 01/2022; 01/2023; 01/2024; 01/2025; 01/2026

DRAFT UNTIL APPROVED BY FINANCE AND PERSONNEL COMMITTEE

INTRODUCTION

It is the intent of the Common Council of the City of La Crosse to establish a uniform City of La Crosse Employee Handbook, herein referred to as "Handbook". The Handbook informs employees about what the employer may generally expect from the employees so they may fulfill their responsibilities in serving the public. It is not, nor is it intended to be a contract of employment, a promise of employment, or a guarantee of any rights or benefits, for any or all of City of La Crosse employees.

Individual departments may choose to adopt specific work rules and procedures in addition to the policies and procedures set forth in this Handbook. Employees are expected to follow the policies in the Handbook as well as any Departmental policies. This Handbook will control to the extent the Handbook is in conflict with Departmental policy.

The Handbook summarizes City of La Crosse benefits, procedures, and policies. The Handbook is subject to any controlling ordinance, resolution, State or Federal statute, code or regulation, or any other legally controlling authority. Should any part of the handbook become obsolete or invalid, the balance of the document will remain in effect.

The Handbook applies to all City of La Crosse employees excluding ATU Local #519, LPPNSA, LPPSA, IAFF Local #127 – Fire Department. In addition, contract employees and temporary / limited term employees are excluded.

The City reserves the right to unilaterally change, supplement or rescind the Handbook, with or without notice, as deemed necessary.

It is your responsibility to read and become familiar with this handbook and to follow the policies and procedures contained within. If you have any questions regarding the contents of the handbook, or on matters not covered, please call Human Resources for guidance.

DRAFT UNTIL APPROVED BY FINANCE AND PERSONNEL COMMITTEE

Revisions and Approval Process

As the needs of the City and its employees change, and to comply with changing laws on the Federal, State and Local level, the City may find it necessary to review and update the Handbook. To provide an efficient, streamlined process for revisions, the Common Council authorizes the Director of Human Resources or their designee to modify the Handbook in the best interest of the City and to comply with legislative mandates. Modifications with a negative financial impact require Common Council approval.

Per Resolution 2011-11-029, Common Council has authorized the Director of Human Resources or their designee to formulate or amend existing policies while ensuring that the policies comply with State and Federal law.

The Director of Human Resources or their designee will report to the Finance and Personnel Committee all modifications enacted under his/her authority. In addition, the entire Handbook will be presented to the Finance and Personnel Committee on an annual basis for their review.

Employees that seek changes to the Handbook should contact the Human Resources Department. A draft copy of the proposed or revised section should be provided to Human Resources for review and analysis of the impact on the budget, internal operations/controls, safety and legal issues.

R 01/2018; 01/2022

DRAFT UNTIL APPROVED BY FINANCE AND PERSONNEL COMMITTEE

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DRAFT UNTIL APPROVED BY FINANCE AND PERSONNEL COMMITTEE

SECTION 1: Introductory Period and Review Period

Non-City Executives:

1. Newly hired City employees or those employees who transfer from a collective bargaining agreement to a position covered under the Employee Handbook are subject to a one (1) year introductory period, consisting of one (1) year of continuous employment with the City, excluding temporary/limited term employment. For elected officials, employees that serve at the pleasure of an elected official, and employees in a federally funded grant position there is no defined introductory period.

2. Employees who transfer through the recruitment process to another City position covered under the Employee Handbook are subject to a six (6) month review period for the new position, independent of the one (1) year introductory period. The transferred employee surrenders their rights regarding their former position.

Employees who fail to successfully complete their introductory period or review period will be dismissed. In lieu of dismissal, the City reserves the right to extend an employee's introductory period or review period. The Department Head and Director of Human Resources or their designee shall make this determination.

City Executives:

City Executives are not defined to an introductory period. With the exception of the Fire Chief and Chief of Police, per City ordinance, appointments of City Executives are subject to confirmation by the Common Council and are to hold office for an indeterminate term subject to removal for cause by vote of the Common Council. Fire Chief and Chief of Police are subject to Police and Fire Commission rules and regulations, §62.13.

Police and Fire:

Employees in the Police and Fire Department shall be subject to an introductory period as contained in the rules and regulations of the Police and Fire Commission. They shall serve at the pleasure of the Chief of Police or Fire Chief, as applicable, in accordance with the rules and regulations of the Police and Fire Commission governing promotions and appointments.

DRAFT UNTIL APPROVED BY FINANCE AND PERSONNEL COMMITTEE

SECTION 2: Types of Employees

Employment Categories

A. **At-Will Employees:** The employment relationship of at-will employees may be terminated at any time, for any reason, with or without cause and with or without notice, at the option of the City or the employee, and wages due shall only include time worked up to and including the day and hours of termination. At-will employment is not for any definite period or succession of periods. At-will employees are:

   i. Employees serving their one (1) year introductory period or extended introductory period.
   ii. Employees that serve at the pleasure of the Municipal Court Judge. These positions include all Municipal Court employees.
   iii. Employees in positions funded by federal grants. These positions are at-will for the purpose of the grant provisions. Therefore, the employment of the at-will employee in grant funded positions may be impacted should the grant provisions change affecting the funding or qualifications/compliance required of the grant funded position. Currently, these positions are Planning positions funded by Community Development Block Grant.

B. **Contract Employees:** Employees who are hired on a contract basis. Provisions of the employee handbook do not apply to contract employees.

C. **For Cause Employees:** Those employees who have successfully completed their introductory period and retained on the basis of merit and may not be removed except for cause. "Elected Officials", "At Will Employees" and "Contract Employees" are not "For Cause Employees". In addition, employees in grant funded position are considered "For Cause Employees" (as defined in this paragraph) for performance issues.

D. **Elected Officials:** Those employees elected by the voters including the Mayor and Municipal Court Judge. Elected Officials shall receive the salary and benefits *per ordinance*.

E. **City Executives:** Those for cause employees in the positions of Director of La Crosse Regional Airport, City Attorney, Director of Engineering & Public Works, Director of Finance, Fire Chief, Director of Information Technology, Director of Parks, Recreation, Forestry, Facilities and Grounds, Director of Planning and Development, Chief of Police, Director of Human Resources, City Clerk and Director of Transit. City Executives shall receive the salary and benefits described herein.

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Wisconsin Retirement System Classification:

A. **General Employees** – Employees that the Wisconsin Retirement System classifies as such. This definition excludes any employee that is classified as "protective" by the Wisconsin Retirement System.
B. **Fire Protective Employees** – Employees that perform fire related activities and are classified as protective by the Wisconsin Retirement System. For the purposes of this resolution this includes Fire Chief, Assistant Fire Chief, Battalion Chief, and two (2) Division Chief's.
C. **Police Protective Employees** - Employees that perform police related activities and are classified as protective by the Wisconsin Retirement System. For the purposes of this resolution, it includes Chief of Police, Assistant Chief of Police and Police Captains.
D. **Elected Officials** – Employees elected by the voters including the Mayor and Municipal Court Judge.

Fair Labor Standards Act (FLSA) Classification

A. **Exempt:** Salaried positions not eligible for overtime, as defined in the FLSA. Examples include Executive, supervisory and certain professional positions.
B. **Non-Exempt:** Employees eligible for overtime as defined in the FLSA. Employees are paid on an hourly basis.

Benefit Eligibility:

A. **Regular Full-Time employees:** Employees working full-time in positions that are budgeted for 37.5/40 hours per week (defined as full-time). Eligible for benefits contained herein.
B. **Regular Part-Time Employees:** Employees working a minimum of 20 hours per week in positions budgeted for less than full-time, but a minimum of 20 hours per week are eligible for benefits contained herein. Accrued leave benefits will be pro-rated based on part-time status. For eligibility for Medical Benefit Plan please see Medical Benefit Plan Master Plan Document available from Human Resources.
C. **Part-time employees:** Employees working in positions budgeted for less than 20 hours per week are <u>not</u> eligible for City benefits as listed under Section 6, with the following exceptions: *May* be eligible for WRS, Life, and ICI based on Employee Trust Fund (ETF) eligibility.

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SECTION 3: Time Away from Work

Blood Drives

Regular full-time and regular part-time employees may participate in blood drives conducted at City Hall or at the County Buildings during working hours, provided that it does not adversely affect departmental operations, result in overtime and/or cause staffing shortages. All requests to participate in a blood drive must be approved by the respective supervisor in advance. Participating employees shall suffer no loss of pay.

Family and Medical Leave

The City of La Crosse has established a Family and Medical Leave Act pursuant to Federal and State Family and Medical Leave Act. See Employee Handbook – Policies.

Inclement Weather and Other Emergencies

Generally, employees are expected to report to work at their regularly scheduled time regardless of weather conditions. However, out of concern for the safety of our employees, if you believe conditions are such you cannot make it to and from work safely, you will have the option of using available leave (i.e., personal business, vacation, compensatory time, or floating holiday). Unpaid leave may not be taken until such time all eligible paid leave banks have been exhausted.

Please contact your supervisor as soon as you can prior to your shift to see what accommodation can be arranged. Supervisors will be as flexible as possible while keeping the critical functions of the City operational.

To ensure the safety and security of the public and the continued operation of City services, employees required for public safety and other critical services are excluded from this policy.

Jury Duty and Court Appearances

In the event an employee is selected to serve on a jury during regular work hours, all jury fees received for the jury duty shall be paid back to the City, and the employee shall suffer no loss in wages. The employee shall complete a Leave Request form. All jury fees received for jury duty (excluding mileage reimbursement) during working hours must be submitted to the Human Resources Department (payable to City Treasurer) along with a copy of the receipt. Jurors, when not assigned to cases, must report to their regular work for the remainder of the day. Jury duty shall be noted on the payroll records.

In the event an employee is subpoenaed to testify in court regarding a *work-related* incident, provided such subpoena has been authorized by the City Executive and the Director of Human Resources or their designee, the subpoenaed employee shall suffer no loss of pay. Any fees received for the court appearance (minus mileage reimbursement) shall be paid to the Human Resources Department (payable to City Treasurer).

Should an employee be subpoenaed to testify in a non-work-related case, they will be excused from work; however, they will be required to use accrued unused leave for the lost time.

Military Leave

Employees who are duly enrolled members of the National Guard, State Guard, or any other organized reserve component of the Armed Forces of the United States shall be allowed a military leave of absence to attend scheduled military training as has been ordered, not to exceed fifteen (15) days for 37.5/40 hour employees, six (6) shift days for Airport Operations Coordinators, and eight (8) shift days for Fire platoon employees. Such time shall be taken in the calendar year in which so ordered. A copy of orders requiring attendance at military training sites shall accompany all requests for military leave of absence. Military leave shall be in addition to any other authorized leaves.

Employees who are authorized military leave as outlined above shall suffer no loss of straight time pay for such leave. Upon returning to City duty, the City will provide an offset to the employee taking military leave upon receipt

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of their military pay stub. The City shall pay the difference between the employee's military base pay, excluding quarters, rations, and travel allowances, and the employee's regular City straight time rate of pay if the military pay is less than City pay.

To receive the offset, the employee must provide their military pay stub to Human Resources within thirty (30) days from the date in which the employee returns to City employment. The compensation offset is provided for annual military training, *not weekend drills*.

The City will comply with all state and national laws relating to employees in reserve or active military service, including the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA).

Professional Development

City Executives shall be provided with two (2) professional development days to attend training which is beneficial to their professional growth. Areas of professional growth are at the discretion of the City Executive. There shall be no loss of earnings while attending such training; however, Mayor approval for attendance is required. The actual cost of the training may be paid by the City at the discretion of the Mayor. All other costs associated with the professional development training are at the City Executive's expense. Attendance at training to maintain a professional license for the City Executives occupation shall not be considered as professional development days.

Reduction in Workforce

Reductions in the workforce may occur through layoffs or furloughs, in addition to attrition or position elimination or modification. The City will determine where reductions in workforce will occur, including Department, number of employees and people impacted by the reduction in workforce. In the event of a reduction in workforce, affected employees will be laid off or furloughed based on impact on City operations, skills, abilities, qualifications, experience in a particular position, length of service and overall best interest of the City. Length of service shall not be the deciding factor when proceeding with a reduction in workforce; however, it will be considered. The City may choose to seek volunteers for the reduction in workforce.

Unpaid Leave of Absence

Supervisors may, only with the approval of the Director of Human Resources or their designee, grant an employee a leave of absence without pay for good reason when the employee's service can be spared without detriment to the best interest of the City. Such unpaid leave shall not exceed thirty (30) calendar days per year, unless unusual circumstances are evident and such additional leave is approved by the City. It is understood that leaves of unpaid absence under this clause will not be granted where employees have existing appropriate paid leave balances. A leave of absence (non-medical) will also not be granted when the employee does not, at the time of the leave request and during the leave, possess all required qualifications, certifications, and licensures for the employee's position, or if the request for unpaid leave is for the pursuit of education or other employment. Instead, the employee will be terminated, and the employee may seek rehire with the City in a different capacity. The use of unpaid leave in conjunction with leaves of absence for family and medical reasons will be administered in accordance with applicable State and Federal laws. Leave taken without pay may result in pro-rated vacation accrual for the following year. It is understood that pro-ration shall be based on "total hours" paid in the previous calendar year.

During the 30-day leave of absence, employees who are participating in the City's medical benefit plan will receive the same medical benefit plan benefits including contribution rates on the same basis as active employees. If additional unpaid leave is approved which extends beyond the approved initial 30-day calendar leave of absence, employees may lose eligibility for the medical benefit plan as an active employee if they do not meet the qualifications as defined in Section 6, Medical Benefit Plan, paragraph P.

Employees must submit a written request for an unpaid leave of absence as soon as the need for leave is apparent. The employee must provide sufficient information for the supervisor and Director of Human Resources or their designee to consider, including the anticipated duration of the leave and the reason for the leave.

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Voting/Election Official Leave Law

Voting Any employee who is entitled to vote at an election is entitled to be absent from work while the polls are open for a period not to exceed 3 successive hours to vote. The employee must provide notice to his/her Department Head before Election Day of the intended absence. Time absent requires use of accrued leave. The Department Head will designate the time of day for the absence.

Election Official Using Accrued Leave Employees who are appointed as an election official, under s. 7.30 of the Wisconsin State Statues, are entitled a leave of absence from work to attend to such duties. An employee who serves as an election official shall provide his or her Department Head with at least 7 days' notice of request for leave. Time absent requires the use of accrued leave, however, shall not result in a loss of fringe benefits.

Election Official Not Using Accrued Leave City employees residing in La Crosse County, may submit a written request for a paid leave of absence to serve as an election official under s. 7.30 of the Wisconsin State Statutes. Paid time will include hours worked on Election Day and for any training necessary to perform the duties of an election official. On Election Day, employees will be paid their regular rate of pay for the number of hours that equals their normal workday (7.5 or 8 hours). Any hours beyond the normal workday hours, and any training hours, will be paid by the City Clerk at the rate of the election official position. Employees must submit a written request for leave using the City of La Crosse Leave Request form, which must be approved by their supervisor, department head and Director of Human Resources. Approval of this paid time is subject to departmental needs and must not adversely affect department operations.

Work Breaks

Employees working full-time may receive two (2) paid breaks, not to exceed 15 minutes each. Work breaks are a privilege not a right. Paid work breaks may be interrupted, cancelled or rescheduled consistent with the needs to accomplish assigned work tasks or staffing needs. In no case shall paid breaks be used to leave work early, report in late or extend unpaid lunch breaks, or for personal gain such as appointments, travel, errands, etc.

Workers' Compensation

Worker's compensation benefits for on-the-job injuries shall be paid in accordance with the provisions of Wisconsin Statutes. It is agreed that all statutory provisions in connection with the Worker's Compensation Law shall be incorporated herein as though fully set forth herein.

Airport Operations Coordinators: Workers' compensation benefits shall be paid in accordance with the provisions of Wisconsin Statutes; however, injuries/illnesses resulting from active Aircraft Fire Suppression duties, Aircraft Fire Suppression training activities, and emergency medical response provided in the scope of their employment may receive supplemental salary as outlined below for protective employees. To receive the supplemental pay, all injuries must be reported immediately/next business day following the date of injury.

Protective employees: It is expected that members of the Police and Fire Department shall exercise sound safety practices in the performance of their duties. Members of the Police or Fire Department who contract a disease or are injured in the performance of their duties while protecting the interests of the general public may receive supplemental salary as outlined below.

A determination shall be made as to whether or not such injury and/or illness is within the scope of the preceding paragraph and thus entitles the employee to full salary and shall so state on the report covered in procedure in case of injury on the job. Any decision which would result in full pay by virtue of this provision because of illness or injury shall be subject to the approval of the Director of Human Resources or their designee. In any event, no benefits shall be paid until the City's workers' compensation claims administrator determines liability and commences workers' compensation payment.

Such payments shall be made only for so long as the claims administrator shall make workers' compensation payments. In any event, such full salary pay shall only cover the healing period of temporary total disability, and the contribution of the City of La Crosse to such full salary pay shall be the difference between the amount paid by

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the workers' compensation claims administrator and the employee's regular salary at the time of the injury or illness.

In cases involving third party liability, Section 102.29 of the Wisconsin Statutes shall apply.

For workers' compensation medical appointments please refer to the Workers' Compensation – Appointment Reimbursement policy.

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SECTION 4: Work Week / Pay Week

Work Week

The work week for regular full-time employees is generally established as forty (40) hours per week, except for non-exempt positions at City Hall, which are generally thirty-seven and one-half (37 ½) hours per week. The work week is established by the Common Council and may be modified from time to time. For payroll purposes, the work week is established as Friday through the following Thursday.

For Airport Operations Coordinators, the work week shall consist of 24.5-hour days, on a rotational basis of 2 – 3 days per week.

Non-exempt employees must not report in more than seven (7) minutes before the start of their shift or stay more than seven (7) minutes at the end of their shift, unless such time has been previously authorized by a supervisor.

Payroll and Pay Periods

Employees shall be paid on a bi-weekly basis. Payment for hours worked shall be received the week following completion of the two-week work pay period. Direct deposit of paychecks is a mandatory condition of employment. Errors found in an employee's paycheck are to be brought to the attention of the Human Resources Department as soon as possible.

Each employee is required to document working hours via the timekeeping system for their department. Non-exempt employees are to accurately report the actual hours worked for each day. Each employee will be held accountable for failing to accurately record work time. The employee shall record his/her time only.

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SECTION 5: Pay and Compensation

Animal Control Training Premium

Effective January 1, 2023, Community Service Officers will be offered the opportunity to be trained in the general animal control duties. This training will be provided in-house by a certified Humane Officer. Upon successful completion of the training, the employee will receive an hourly premium of $.50 per hour. The premium will be applicable to all hours paid. Upon completion of this training, the employee may be used to supplement animal control duties at the agency's discretion. This premium will be audited on an annual basis, and employees will be required to have refresher training each year.

Non-Represented Employee Canine Handler Pay (Police Department)

Effective August 9, 2024, an MOU between the City of La Crosse and the LPPNSA was reached to allow a non-represented employee canine handler to be compensated at the employee's regular rate of pay for one half-hour of compensation per day. This shall be subject to the necessary overtime rules and FLSA. Additional hours outside of the employee's normal workday spent in extraordinary care of the canine must receive prior supervisory approval. The one-half hour per day of compensation shall be paid on the last day of the month for all applicable days, minus any days that the canine is kenneled at the City's expense.

Employees assigned as a caretaker/canine handler will not receive compensation for commuting to work, either under normal circumstances or those associated with recall.

See Resolution 24-1014 for the fully executed MOU between the City of La Crosse and LPPNSA.

Clothing Allowance – Personal Items

A. A uniform allowance is provided for limited positions. In each case, fifty percent (50%) of such allowance is payable on the first payday in February of each year, and the second such installment shall be paid on the first payday in August of each year. The employee must be in active status at the time of the installments.

Community Service Officers shall receive four hundred fifty dollars ($450.00) per year for pre-approved uniforms.

Police Department: Police Captains, Assistant Chief of Police and Chief of Police shall receive eight hundred dollars ($800.00) per year.

External vest carriers shall be replaced at the department's expense on an as-needed basis when deemed no longer in compliance with the department's uniform policy.

Fire Department: Fire Chief, Assistant Fire Chief and Battalion Chiefs shall receive eight hundred dollars ($800.00) per year.

All other clothing allowances must be pre-approved in the department's budget and approved by Human Resources prior to purchasing.

B. <u>Damage to Eyeglasses and Personal Items – Police Protective</u>
Eyeglasses damaged or lost involving a job-related incident shall be repaired or replaced by the City for an amount not to exceed two hundred fifty dollars ($250.00). Appropriate personal items damaged or lost involving a job-related incident may be repaired or replaced by the City for an amount not to exceed one hundred dollars ($100.00) pro-rated, provided proof of loss is furnished and there is a police report substantiating the incident. If at any time the City receives restitution through the courts or other sources which exceeds the above stated amounts, the officer shall additionally receive the difference between the applicable above stated amount and the amount actually received by the City.

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All requests for reimbursement under this section, including purchase of new equipment and damage to eyeglasses or personal property, shall be submitted for approval to the Director of Human Resources or their designee, and such approval shall not be unreasonably denied.

C. Safety Footwear Reimbursement

The City of La Crosse is committed to providing and healthy and safe working environment for all employees. This policy will provide general policy and guidelines for footwear requirements by classifications and reimbursement to eligible employees for Personal Protective Equipment ("PPE") footwear due to potential work hazards.

The City will provide an annual monetary reimbursement allowance of up to one hundred dollars ($100.00) to full-time and permanent part-time employees in eligible job classifications who have successfully completed their probationary period. Appropriate foot protection shall be required for employees who are exposed to potential foot injury hazards from electrical hazards, hot, corrosive, poisonous substances, falling objects, slip and fall hazards, crushing or penetrating actions or abnormally wet locations.

This policy will not reimburse for personal protective equipment footwear purchased on or before December 31st, 2025.

Full policy available in the Employee Handbook Part 2.

Commercial Driver's License (CDL) Trainer

Should the City determine a need to train employees for a CDL, the City may assign an employee to provide CDL training to employees for the purpose of obtaining a CDL. An assigned non-exempt employee shall receive $2.50 per hour above his/her regular wage for all hours assigned as CDL Trainer. An employee assigned as a CDL Trainer must hold a valid CDL license, including applicable endorsements. Training will generally occur during the workday; therefore, only employees working day shifts are eligible for consideration.

Classification and Compensation Guidelines

The City has a defined Classification and Compensation Plan approved by Common Council which provides guidelines for the classification and compensation of regular full-time and regular part-time employees covered in the Employee Handbook.

Compensatory Time:

Compensatory time is available to non-exempt employees (excluding Airport Operations Coordinators). Employees who work over 40 hours in a work week may be eligible for compensatory time or overtime, computed at time and one-half their normal rate of pay. For employees on a 37 ½ hour work week or less, time worked over their normal schedule (up to 40 hours worked in the work week) will be paid as straight pay. Compensatory time is not available for any hours worked less than 40 hours in the workweek. Generally, employees will have the option of choosing either compensatory time or overtime for hours worked over 40 in a work week, unless specifically deemed otherwise in advance by the department supervisor.

Compensatory time taken while working an out-of-class assignment shall be paid at the employee's regular classification rate. Compensatory time off must be requested in advance to the respective supervisor.

Compensatory time balance may not exceed 40 hours per year. Any accumulated compensatory time over 24 hours will be paid out in the last full pay period in December. At year end, the first 24 hours of accumulated compensatory time will be carried over into the next calendar year.

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Evidence Room:

Community Service Officer(s) assigned to work in the Police Evidence Room shall receive $2.00 per hour premium pay for all hours actually worked in the assignment. Such assignment is at the sole discretion of police management.

ASE Certification Premium

Effective February 1, 2017: Mechanic Is and Mechanic IIs have the option to obtain ASE certifications on a voluntary basis. Effective January 1, 2024, the Inventory/Parts Technician will have the option to obtain ASE certifications on a voluntary basis. The City will pay for the initial registration fee limited to two (2) registrations per year per employee. Registration for successive attempts to pass an ASE certification will be at the employee's expense.

Upon successful receipt of an ASE certification, the mechanic is to provide proof to management. The premium pay of ten cents ($.10) per hour will be effective the next pay period following receipt. Premiums are limited to a maximum of eight (8) ASE certifications per employee. Once obtained, the recertification fee would be paid by the City. All other provisions would be the responsibility of the employee (time off, travel, exam fee, etc.).

The premium is applicable for all hours paid, including holidays, vacation, sick leave, etc.

Loss of certification or failure to recertify shall result in the removal of the premium as applicable per certification.

DNR Operator Certification Premium

Effective January 1, 2024, employees who are actively employed by either Wastewater or Water Utility will have the option to obtain their operator certification through the Wisconsin Department of Natural Resources (DNR) on a voluntary basis. The City will pay for the initial registration fee limited to two (2) registrations per year per employee. Registration for successive attempts to pass a DNR operator certification will be at the employee's expense.

Upon successful receipt of the operator certification the operator is to provide proof to management. The premium pay of fifty cents ($.50) per hour will be effective the next pay period following receipt.

Upon successful completion of the advanced operator certification, the operator is to provide proof to management. The premium pay of fifty cents ($.50) per hour will be effective the next pay period following receipt.

Premiums are limited to a maximum of two (2) certifications per employee. Once obtained the recertification fee will be paid by the city. All other provisions would be the responsibility of the employee (time off, travel, exam fee, etc.).

The premium is applicable for all hours paid, including holidays, vacation, sick leave, etc. Loss of certification or failure to recertify shall result in the removal of the premium as applicable per certification.

ADA Coordinator Training Certification Program (ACTCP)

Effective January 1, 2025, employee(s) in the position of Sidewalk and ADA Coordinator who complete the ADA Coordinator Training Certification Program (ACTCP) are eligible for premium pay of one dollar and fifty cents ($1.50) per hour. The premium pay is effective the pay period following confirmation of their successful completion of the training program. The employee must provide proof of successful completion of the certification program to Human Resources to begin receiving the premium pay.

Once the ACTCP is obtained, the recertification fee will be paid by the City. All other provisions would be the responsibility of the employee (time off, travel, exam fees, etc.).

The premium is applicable to all hours paid, including holiday, vacation, sick leave, etc. Loss of certification or failure to recertify shall result in the removal of the premium.

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Oktoberfest Premium – Community Service Officers (CSO)

Community Service Officers shall receive $5.00 per hour premium pay for any straight time hours worked for the Torchlight Parade, Maple Leaf Parade and any hours worked between 7:00 pm and 3:00 am the Friday and Saturday of Oktoberfest.

Oktoberfest Premium – Police Records Specialist

Police Records Specialists shall be compensated at overtime rate for any hours worked past 37.5 hours per week or 75 hours per pay period during Oktoberfest. Oktoberfest weekend for Police Records Specialist is hours between 7pm Friday, and 7pm Sunday.

On-Call Pay

Non-exempt employees who are scheduled by the City to be on call must remain available for duty during non-scheduled working hours. The scheduled employee shall be paid an additional one hundred dollars ($100.00) for each week of scheduled on-call duty. This is limited to one employee per week in Water Department, Parking Utility (CSO - Parking Utility, Maintenance Worker - Parking, Custodian – Parking Utility), Electrician – Streets, and Maintenance Technician - Airport; and two (2) employees within Sanitary Sewer Utility.

Eight (8) employees within the Street department will be eligible for on-call pay from December 1st – April 1st each calendar year to provide consistent and reliable coverage for snow emergencies. The eight (8) on-call employees will work on a rotation throughout the designated months as assigned by the Superintendent of Streets or their designee.

One (1) Engineering Technician will be eligible for the on-call pay in the event they are providing coverage when the Public Works Locator & Code Enforcement Technician is on vacation or experiences an unexpected leave of absence.

On-The-Spot Rewards Program

Purpose

Employees deserve to be recognized for their extra efforts. Department heads can use this On-The-Spot rewards program as one way to recognize their employee's excellent performance and valuable contributions in a real-time way. By providing a Spot Bonus, managers have the opportunity to provide a meaningful "thank you" and connect the reward to the contribution and/or performance being recognized.

In addition, recognition may be given across departments with collaboration between department heads and/or managers.

Award

The On-The-Spot Reward is a monetary reward of up to $500 provided via direct deposit.

Eligibility

- This bonus is available to all full- and part-time employees who have completed at least six (6) months of continuous employment with the City of La Crosse.
- Employees must be successful in meeting all performance expectations and attendance standards.
- Employees must not be on a performance improvement plan or have had any disciplinary action (including a verbal and/or written warning) in the six (6) months prior to nomination.
- Employees must be actively employed at the time of payout.

Award Criteria

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The On-The-Spot Rewards Program is meant to reward individuals who have displayed extra effort or who have gone above and beyond their day-to-day responsibilities. The program recognizes employees "in the moment" on a one-time basis for exemplary action.

To illustrate ways in which an On-The-Spot reward can be utilized, below are some examples of an employee action that may result in a Spot Bonus:

- Participating in and completing a large work assignment that added considerable effort on top of their day-to-day work.
- Improving a process which created department efficiency and overall budget savings.
- Utilizing creative problem solving to resolve a particularly complicated and ongoing issue.
- Providing exceptional customer service.

Under Internal Revenue Service regulations, these spot bonuses are considered taxable income and will be processed through the payroll system.

Out-of-Class Assignments

Management shall determine the direction of the workforce. Out-of-class assignments shall be based on skill set, availability, and staffing. Should a non-exempt employee be assigned by management to perform the essential functions of a non-exempt position in a higher grade, the employee may be eligible for out-of-class pay. Out-of-class pay will only be applicable for actual hours worked, paid in fifteen-minute increments.

Non-exempt employees assigned to work in a non-exempt position of a higher-grade classification shall receive an hourly premium of fifty cents ($.50) per grade difference. (e.g., Non-exempt employees in pay grade 3 are assigned by management to work in a position classified as pay grade 6. Employees would receive an hourly premium of $1.50, representing a 3-grade difference, for all hours actually worked in the out-of-class assignment.)

Two dollars ($2.00) per hour premium shall also be provided when a non-exempt employee is assigned by management to perform limited supervisory duties on a temporary basis due to the absence of the exempt supervisory personnel. The premium would be for actual hours worked in the temporary assignment. In general, this will occur in very limited circumstances.

Overtime

The Fair Labor Standards Act (FLSA) is recognized as a guide in determining payment of overtime. Therefore, executive, administrative, supervisory and professional employees as designated in the FLSA shall be exempt from payment of overtime. All other employees who do not qualify for the above exemption (non-exempt) shall be compensated at the rate of one and one-half times their regular rate of pay for services rendered and hours *actually worked* over 40 hours per week. For purposes of this paragraph, vacation and holidays shall count as hours worked. All other forms of leave are not considered hours worked for overtime purposes.

Hours worked for calculating overtime for Airport Operations Coordinators shall include all of the following: vacation, sick leave, personal business days, family care days and bereavement. However, holidays paid (not worked) do not count as hours worked for Airport Operations Coordinators.

Departments will establish an overtime procedure which best meets the needs of the department. Consideration may include skill set required, availability, staffing, response time for emergency callouts, etc. Management has the sole discretion in the assignment of overtime.

The City has the right to require overtime work as necessary to meet operational needs.

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Police Command Staff Officer Involved Shooting (OIS) Investigative Representation

In the event a member of the command staff (i.e. Chief of Police, Assistant Chief of Police, and/or Police Captain) is involved in a shooting or use of force incident where they are required to provide responses in an investigation into the incident that was a result of their direct or indirect actions, the member of the command staff may bring legal representation of their own selection to the incident investigation pursuant to Wisconsin Statute Section 164.02. The City will provide funds to cover out-of-pocket costs for this type of legal representation.

Premium Pay Hours

Non-exempt employees shall receive premium pay for all hours *actually worked* which occur on/after 6:30 p.m. and prior to 5:59 a.m. Premium pay shall be fifty cents ($.50) per hour, in addition to their regular hourly rate. This provision does not apply to Airport Operations Coordinators.

Recalls/Shift Abutment/Work Continuation

Employees recalled to work (non-scheduled) shall be entitled to a minimum of two (2) hours pay at time and one-half to be taken as overtime or compensatory time. Assignment of recalls will be based on the same principle as the assignment for overtime.

Shift abutments occur when an employee is called in to work within two (2) hours preceding the start of their shift and is continuous. Work continuation occurs when the employee continues work at the end of their shift. In both instances time is paid at straight pay; however, it may result in overtime if actual hours worked exceed 40 hours per week.

Tar Crew Pay

Non-exempt employees assigned by management to work on the tar crew shall receive premium pay of $.75 per hour for the full day. An assignment to the tar crew shall be made by management.

Non-exempt airport employees working on the tar crew shall receive premium pay of $.75 per hour for the hours spent actively performing tar work. An assignment to the tar crew shall be made by airport management.

Translation Duties

Non-exempt employees performing translation duties shall receive premium pay of $.50/hour for all hours actually worked in the assignment. Assignment would be made by management; however, it is understood that such assignment is voluntary.

Fire Administration Work in Battalion Chief Vacancies

For any shift vacancy at the Battalion Chief position that creates a traditional shift overtime working opportunity, a qualified Chief Officer (with the exception of the Fire Chief) can work hours in that position and be compensated at an hourly rate in correspondence to the employees 112-hour workweek grade and step.

The vacancy to be filled must put a shift below the staffing minimum as determined by administration.

Qualifications to work in the Battalion Chief position for a Chief not currently serving as a Battalion Chief are subject to approval by the Fire Chief and Assistant Fire Chief. A “qualified Chief” must have the following experience and certifications to serve in the capacity of a Battalion Chief:

- ICS 300, ICS 400, and Fire Officer 2
- At least five (5) years as an operations line officer
- Documented Incident Command experience beyond a certificate as validated through training documentation and/or actual incident experience.
- Agreement of the Fire Chief that the individual is a qualified Chief to serve in the Battalion Chief role.

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Should there be a vacancy, the on-duty Shift Commander should follow the procedures in appropriate staffing software to fill the vacancy.

- The list of eligible Chiefs will be based on the "bucket" list with hours worked being reset at the start of each calendar year.
- The list of eligible Chiefs will have first right of refusal over Local 127 CBA employees.
- When the Shift Commander filling the vacancy determines all Chiefs have been notified of the vacancy and have replied in accordance with approved methods and the position remains unfilled, the standard practices and procedures will be used to fill the vacancy.

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SECTION 6: Benefits

Bereavement Leave:

In the event of a death in the employee's "priority family," "immediate family" or "other relations," the employee will be allowed time off without loss of pay or sick leave credits. Additionally, in the event an employee and/or their spouse or domestic partner experience a miscarriage, failed surrogacy or stillborn birth (before 20 weeks pregnant), this will be covered under the priority family category for bereavement leave. No funeral leave will be allowed if the employee is on sick leave for illness or injury, lay-off, or any other paid or unpaid leave of absence. To receive bereavement leave, the employee must submit a Request for Leave form. Employees under discipline for attendance issues may be required to provide documentation with regard to their bereavement leave.

Priority Family

Priority family shall be defined as the employee's parent, legal spouse, or child (biological, adopted, foster, serving in *loco parentis* or stepchild). Parents in the preceding sentence shall be interpreted as parents/stepparents of the employee and/or their legal spouse. Bereavement leave for a priority family member shall be up to six (6) days and shall be used from the date of death through two (2) weeks from the date of death. An exception to the 2-week timeframe may be made through the department head and the Director of Human Resources or their designee.

Airport Operations Coordinators and Battalion Chiefs shall be allowed up to four (4) shift workdays off without loss of pay or sick leave credits for priority family.

Immediate Family

Immediate family shall be defined as the employee's or the employee's legal spouse's grandparent, grandchild, employee's brother, stepbrother, sister, stepsister, son-in-law, or daughter-in-law. Bereavement leave for immediate family shall be used from the day of death up to and including the day after the funeral.
General (excluding Airport Operations Coordinators), Fire Protective - Dayshift, and Police Protective employees shall be allowed up to three (3) days' time off without loss of pay or sick leave credits in the event of a death in the immediate family. (A day shall mean 7.5/8 hours, or pro-rated for regular part-time employees).

Airport Operations Coordinators and Battalion Chiefs shall be allowed up to two (2) shift workdays off without loss of pay or sick leave credits for immediate family.

Other Relations

Other relations shall be defined as the employee's niece, nephew, brother-in-law, sister-in-law, aunt, or uncle of the employee. General (excluding Airport Operations Coordinators), Fire Protective - Day Shift and Police Protective employees shall be allowed one (1) day off without loss of pay or sick leave credits (a day shall mean 7.5/8 hours, or pro-rated for regular part-time employees).

Airport Operations Coordinators and Battalion Chiefs shall be allowed up to one (1) shift workday off without loss of pay or sick leave credits.

Death of a City Employee or Retiree.

Up to two (2) full-time employees may take up to four (4) hours (each) without loss of pay from regular work hours when serving as a pallbearer for the funeral of an active City employee or retiree. Pallbearer leave is applicable to normal scheduled hours only and may not result in overtime for non-exempt employees. Requests for pallbearer leave must be approved by the respective City Executive and Director of Human Resources or their designee.

In the unfortunate loss of a current or retired City employee the City will make every effort to allow time off to those employees requesting time off to attend to the employee/retiree's visitation or funeral. Unless the deceased is a family member (see definition of immediate family or other relations above) such time off shall be taken as follows:

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- Leave time would be deducted from the employee's applicable accrued leave banks (i.e. vacation, or personal business day).
- Exempt employees may request to flex their time, subject to the Flex Time Policy.
- In some cases, non-exempt employees may request to flex their time and make up the unpaid time by working earlier or later than their scheduled shift, in the same amount of time as that which was taken unpaid. The flex hours worked must be within the same work week and within the department's normal operating hours. Flexing hours cannot result in overtime for the employee or the department.
- Granting time off to attend the funeral of an active or retired City employee would be subject to approval by the respective department head in accordance with the above limitations.
- The City's ability to provide an appropriate level of service must be considered in approving all leave requests.

Bus Passes

The City agrees to provide monthly MTU bus passes to covered employees, free of charge. It is understood that employees electing this benefit must comply with all applicable administrative rules as modified from time to time.

Deferred Compensation Plan

A voluntary I.R.S. Section 457 deferred compensation plan is available for all regular full-time and regular part-time employees. The maximum annual deferral limit is established by the I.R.S. and may be modified from time to time. The City reserves the right to select the carrier for the deferred compensation plan and change carriers from time to time.

Accident Insurance

A voluntary accident insurance plan is available for all regular full-time and regular part-time employees who are WRS eligible. The City reserves the right to select the carrier for the accident insurance and may change carriers from time to time.

Employee Assistance Program

Employee Assistance Program (EAP) is available for employees and their legal spouse/ dependents through Gundersen Health Systems. This benefit is independent of the Medical Benefit Plan.

Flexible Spending Account (I.R.S. Section 125)

Eligible employees may participate in an Internal Revenue Service Section #125 salary reduction reimbursement plan in order to pay for medical deductibles, medical co-pays, co-insurance and prescription drug co-pays with pre-tax dollars. In addition to medical expenses, the plan may be used for vision, dental, and dependent care expenses. The City agrees to credit and pay for the pension costs on the salary which is put into the Section #125 Plan. This payment does not include any F.I.C.A. payments to Social Security. All employee medical benefit plan payments due to the plan will be taken as a pre-tax deduction from employee's paychecks through the IRS Section #125 Plan, unless an employee chooses to waive participation by completing the application form requesting such. Administration of this shall be consistent with I.R.S. regulations as modified from time to time. Please see Summary Plan Description for complete plan options, eligibility and rules.

Health Savings Account (HSA)

Employees enrolled in a qualified health plan (i.e. high-deductible health plan) may participate in an HSA to pay for medical expenses such as, but not limited to, medical deductibles and prescription drug expenses. In addition to medical expenses, an HSA can be used for other qualified expenses such as vision and dental expenses. The City

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agrees to direct deposit the biweekly contribution selected by the employee into their designated HSA account. Employees' HSA contributions will be taken as a pre-tax deduction from the employees' paychecks.

Holidays

Regular full-time and regular part-time employees: Employees will normally be granted holidays off with pay (a day shall mean 7.5 hours/8 hours, or pro-rated for regular part-time employees) for the designated holidays listed below under "Eligibility."

Airport Operations Coordinators: Employees will receive 10.1 hours of holiday pay on the celebrated holiday. Holiday pay does not count as actual hours worked for overtime purposes. If the employee is required to work on the celebrated holiday or gets called in to work on the celebrated holiday, they shall receive time and one-half for hours worked on the actual holiday, plus 10.1 hours of straight pay for the holiday.

Battalion Chiefs: Employees scheduled to work on any of the recognized holidays shall receive their regular rate of pay for all hours worked on the holiday in addition to 120 hours of Holiday Compensation Time. It is understood that time worked on the holiday refers to all hours which began on the recognized holiday, including those which continued without a break into the day after the recognized holiday.

Conversion of Holidays will be hour by hour based on a 12-hour workday. Currently, ten (10) holidays are recognized. Time used under this provision shall be with the permission of the Fire Chief or his/her designee. Holiday compensation time, if not used or approved to be used by the last pay period in December will forfeit their balance (i.e. use it or lose it).

Eligibility: To be eligible for holiday pay, including "Floating Holiday," qualified employees must work the full regularly scheduled workday prior to the designated holiday, and work the full regularly scheduled workday after the designated holiday. Use of accrued unused paid leave shall qualify as hours worked for purposes of holiday eligibility. Holidays which fall within a scheduled vacation shall not be construed as vacation.

New Years Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

Floating Holiday: In addition to the above holidays, regular full-time and regular part-time employees shall be granted two (2) days of floating holiday per calendar year. The floating holidays may be taken at any time by the last full pay period of the calendar year, subject to advance approval by the employee's supervisor, and **must be taken in full day increment** – 7.5 hours / 8 hours (or pro-rated for regular part-time). Floating holiday is a use it or lose it provision and may not be carried over or paid out.

Battalion Chiefs: One day shall be defined as 12 hours to be taken from their floating holiday bank, at the employees' discretion and as approved by the Fire Chief.

Airport Operations Coordinators: One day shall be defined as 11.2 hours and may only be taken as straight pay. The employee has the discretion as to when to elect the floating holiday "pay"; however, it must be paid in a full 11.2-hour increment.

Celebrated Holidays: If the designated holiday falls on a Saturday, it shall be celebrated on the preceding workday (Friday). If both Friday and Saturday are holidays, they shall be celebrated on Friday and Monday. If the holiday falls on Sunday, it shall be celebrated on the succeeding Monday. If both Sunday and Monday are holidays, they shall be celebrated on Friday and Monday.

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Employees who are exempt from overtime under the Fair Labor Standards Act, as amended from time to time, who are required to work on the holiday, shall receive additional time off with pay in accordance with the City's Flex Time Policy.

If a non-exempt employee is required to work on the holiday or gets called in to work on the celebrated holiday, they shall receive time and one-half for hours worked, plus straight pay for the holiday. If a celebrated holiday falls on an employees off day, the employee shall receive an additional day off at straight pay, to be taken within thirty (30) days of the holiday.

Income Continuation Insurance

Employees may participate in a voluntary income continuation insurance program as provided by the State of Wisconsin, Employee Trust Fund. The City's premium contribution shall be limited to the employer's share of the cost as authorized by Wisconsin State Statute # 40.61 and 40.62. The City reserves the right to self-insure and/or select the carrier for the present level of benefits.

Employees electing to use Income Continuation Insurance benefits must do so in compliance with the City's leave of absence policy, which is consistent with both the State and Federal Family Medical Leave Act.

The benefits described above shall be administered in accordance with applicable State of Wisconsin, Employee Trust Fund rules and regulations. The State of Wisconsin - Employee Trust Fund (ETF) may at any time change the eligibility criteria, benefit levels, and the cost of such insurance.

Life Insurance

Employees become eligible for life insurance on the first day of the month following six (6) complete calendar months of employment in the Wisconsin Retirement System (WRS).

Employees may apply for insurance for themselves and their spouse and dependents. "Spouse" for purposes of Life Insurance, shall also include "domestic partner." A domestic partner is a person who meets the definition of domestic partner in Wis. Stats. 40.02 (21d) with an employee insured under this life insurance program and for whom the employee has submitted an *Affidavit for Domestic Partnership* form (ET-2371) with the Department of Employee Trust Funds.

A. **Basic:** This plan provides term insurance to each eligible Wisconsin Retirement System participant. The amount of insurance in force for the employee is equal to the amount of earnings reported to the WRS in the previous calendar year rounded up to the next higher thousand.

B. **Additional - Units I, II, III:** This plan is available to individuals covered by the Basic Plan. The amount of each Unit of Additional Life Insurance is available at one hundred percent (100%) of the employee's previous calendar year earnings reported to the WRS, rounded to the next higher thousand. Additional coverage for retired employees ceases at age 65. For working employees, Additional Plan coverage continues past age 65, until retirement or age 70, whichever comes first.

C. **Spouse and Dependent**: This plan, available to individuals covered by the Basic Plan, provides term insurance for an employee's lawful spouse and/or dependents.

1. Schedule I: The spouse is insured for $10,000; dependents are insured for $5,000 each.
2. Schedule II: This allows the employee to increase coverage for his/her spouse to $20,000 and $10,000 for each dependent. In the event of the spouses/dependent's death, the employee is the beneficiary. Where both parents have coverage on a dependent, a death benefit will be paid for each coverage.

D. **Supplemental**: Supplemental life insurance is available to individuals covered by the Basic Plan. The amount of supplemental insurance is only available at one hundred percent (100%) of the employee's previous calendar year earnings reported to the WRS, rounded to the next higher thousand. Supplemental coverage for retired employees ceases at age 65. For working employees, Supplemental coverage continues past 65, until retirement or age 70,

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whichever comes first.

E. **Cost of Insurance:** All employees who are eligible and elect to participate in the Basic group life insurance program shall pay one (1) cent per thousand per month for each thousand dollars' worth of coverage for which they are eligible by reason of eligible earnings. The City shall contribute the balance.

F. **Life Insurance Coverage for Eligible Retirees at Age 66: Basic** life insurance coverage for eligible employees who retire after the effective date (established in accordance with State Statute #40.03(6)(b) and applicable State of Wisconsin Employee Trust Fund rules and regulations) shall remain at fifty percent (50%) at age 66.

G. **Administration:** The life insurance benefits described above shall be administered in accordance with State Statute # 40.03 (6)(b) and applicable State of Wisconsin, Employee Trust Fund rules and regulations. The State of Wisconsin Employee Trust Fund (ETF) may at any time change the eligibility criteria, levels of coverage available, and the cost of such insurance. Any increase and/or decrease in the cost of Additional, Supplemental and Spouse & Dependent insurance will be at the expense of the employee.

Medical Benefit Plan

Full-time employees (as defined in Section 2 and as amended by the Affordable Care Act) are eligible to participate in the City's Medical Benefit Plan and receive the level of benefits as described in the Schedule of Benefits contained in the Medical Benefit Plan Master Plan Document/Summary Plan Description.

A. **Employees classified as Protective under the Wisconsin Retirement System**

1. Fire Protective Employees Hired prior to July 1, 2011:
   All provisions contained in Medical Benefit Plan shall apply to Fire protective employees with the exception of monthly rate contributions, deductibles and co-insurance. For purposes of this Section fire protective employees includes Fire Chief, Assistant Fire Chief, and Battalion Chiefs.

   Employees who are classified by the Wisconsin Retirement System as protective without Social Security shall pay the same monthly rate contributions as are in effect for active represented fire protective employees, respective to their department, as modified from time to time.

   In addition, Fire protective employees shall be subject to the same deductibles and co-insurance provisions applicable to active represented protective employees within their respective department, as modified from time to time.

   Voluntary Waiver: Upon ratification and approval of the 2012-2014 collective bargaining agreement for IAFF Local #127 (Fire) incumbent Fire protective employees had the opportunity to waive their participation in the represented protective employees medical benefit plan design for monthly rate contribution, deductibles and coinsurance. If waived the employee had the medical benefit plan design of non-represented employees as described herein and is also subject to the employee pension contribution levels of non-represented employees: contributing one-half of the total actuarially required contribution for General municipal employees to the Wisconsin Retirement System.

   Employees *promoted* into the protective position (Fire) covered under the Employee Handbook (on or after January 1, 2014) shall be offered the voluntary waiver upon the date of promotion. No further opportunity for waivers will be provided.

2. Police Protective Employees Hired Prior to July 1, 2011:
   All provisions contained in Medical Benefit Plan shall apply to Police protective employees. For purposes of this Section, police protective employees include Police Chief, Assistant Police Chief, and Captains.

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Employees who are classified by the Wisconsin Retirement System as protective with Social Security shall pay the same monthly rate contributions as are in effect for active represented police protective employees, respective to their department, as modified from time to time.

In addition, Police protective employees shall be subject to the same deductibles and co-insurance provisions applicable to active represented police protective employees within their respective department, as modified from time to time.

3. Employees Hired on or After July 1, 2011:
All provisions contained in Medical Benefit Plan shall apply to Police protective employees and Fire protective employees hired on or after July 1, 2011. For purposes of this Section protective employees includes Fire Chief, Assistant Fire Chief, Battalion Chiefs, Chief of Police, Assistant Chief of Police, and Police Captains. Hired for purposes of this Section shall mean the employees employment hire date with the City - not promotion of incumbent protective employees.

B. Employee's Medical Benefit Plan Payments

Active employee's monthly contributions shall be through payroll deductions. Employee contributions will be deducted from the first two (2) paychecks of the month for the current month's coverage. Employees are automatically enrolled in the Insurance Premium Account of the Section 125 Plan in which their monthly contributions are deducted pre-tax. If an employee elected to terminate coverage during the plan year without a qualifying change in status (in accordance with IRS regulations), the employee would be required to continue to pay their pre-tax contributions until the end of the plan year. Employees who wish to have their contributions paid with after tax dollars must complete a waiver requesting such.

The employee's monthly contribution shall be 16% of the monthly premium equivalent rate for the Preferred Provider Organization (PPO) plan. Employees who participate in the previous year's Health Risk Assessment (as described below), shall have a contribution rate of 12.6% of the monthly premium equivalent rate for the Preferred Provider Organization (PPO) plan.

Effective January 1, 2025, the City added a High Deductible Health Plan (HDHP) that is compatible with a Health Savings Account (HSA). The employee's monthly contribution shall be 16% of the monthly premium equivalent rate. Employees who participate in the previous year's Health Risk Assessment (as described below), shall have a contribution rate of 5% of the monthly premium equivalent rate.

Regular part-time employees who qualify for the Medical Benefit Plan, per IRS definition of full-time, shall receive a pro-rated employer contribution to the monthly premium equivalent. The employees' monthly premium shall be the same as regular full-time employees (i.e., 16% or 12.6%; or 5%), plus an additional 25% of the monthly premium equivalent rate.

C. Coverage for New Employees

Newly hired full-time employees shall be eligible to participate in the City's medical benefit plan referred to herein after one (1) full month following the month in which they begin employment. New employees will have the opportunity to select a Network for themselves and their covered dependents up to 31 days following their eligibility date for the medical benefit plan.

D. Health Risk Assessment (HRA)

The City shall offer an annual health risk appraisal on a voluntary basis for active and retired employees and spouses enrolled in the City Medical Benefit Plan. Such program shall be conducted by a third-party vendor who agrees to comply with applicable privacy laws to maintain the confidentiality of information collected and not release personalized findings, other than the names of participants, to the City.

Full-time active employees not enrolled in the City's medical benefit plan will also be eligible to participate in the health risk assessment. Eligibility for the monthly contribution incentives will only be available to

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employees who participated in the previous year's health risk assessment, regardless of if the employee was enrolled in the Medical Benefit Plan when the HRA was conducted.

Active and retired employees may participate (by completing a short questionnaire, biometric testing with fasting, a personal counseling session with personalized report of findings and by providing healthcare practitioner contact information to the HRA vendor for mailing the HRA results). This process is to take place in a secure environment (behind closed doors) on City premises at various times intended to maximize participation, on duty time as possible without adverse impact on City operations, and any duty conflict shall be rescheduled for such employees on duty. A participation incentive for active and retired employees shall be a lowered monthly contribution amount while covered under the City Medical Benefit Plan.

New employees who are hired after the regular program testing has been completed shall be granted the related participation incentive prospectively until subsequent testing is offered by the City provided that such covered employees then complete the participation requirements above. Failure to complete the HRA will result in adjustments to the employee's monthly contribution amount, retroactive to the month coverage began.

Identification of participants on such questionnaires shall be a number other than the participant's full social security number. It is further agreed that biometric testing for men over age 50 shall include PSA testing. Men aged 40 to age 50 with a family history of prostate disease may voluntarily elect to be tested. Retirees with permanent residences out of the local network service area shall be provided access to a site for biometric testing in their local area. Such retirees must complete all steps to be eligible for participation incentive. If the City changes vendors in the future and such local access is not available, such retirees shall be considered as a participant in the program.

It is understood by the parties that any future incentive is subject to Common Council approval and may be modified from time to time.

E. **Dependent Coverage**

Eligible dependents shall be covered subject to eligibility and enrollment timeframes as defined by the Medical Benefit Plan Master Plan Document. Dependent eligibility shall be consistent with applicable State or Federal law.

F. **One Plan for Married Employees**

Married employees that work for the City shall be limited to one (1) medical benefit plan. The employee with the most seniority shall be the subscriber. Married employees that both work for the City would be allowed to switch "subscribers" on an annual basis if allowed to do so by State and Federal law. In the event that the subscriber's health insurance is terminated, the remaining employee shall become the subscriber, and the former subscriber shall become the dependent without any waiting periods or limitations for pre-existing conditions. (The purpose of this clause is merely to avoid the duplication of administrative and stop loss insurance premium charges. It is not intended to reduce any employee's eligibility or benefits.) This is not intended to enhance the level of benefits or expand the network selection procedures as provided in paragraph G below.

G. **Networks With 100% Coverage**

The City shall offer City employees a choice of medical Networks serving the local labor market to provide covered medical services for eligible City employees. The City retains the right to select the Networks. Employees may select a Network for themselves and their covered dependents during dual choice selection period which occurs each Fall with an effective date of change to be the following January 1st. Employees will be required to remain in their selected Network through December 31st of each respective year.

H. **Monthly Rate Payments for Retirees or Surviving Spouse &Dependents**

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Monthly contributions are required to be received by the City in advance of coverage becoming and/or remaining in effect. Such contributions are due by the tenth (10th) of the preceding month for the next month's coverage.

I. Medicare Carve-Out –For Disability, Effective January 1, 2008

1. All Current Employees Any employee that retires in the future due to disability and meets the eligibility requirements to maintain City medical benefit plan coverage and who is eligible for Medicare due to their disability is required to apply for Parts A (Hospital) and B (Medical) of Medicare coverage. If the employee/retiree fails to apply for such coverage within 31 days of meeting the Federal eligibility requirements, then benefits under the City plan will be offset for any benefits which would have been payable under Medicare Parts A and B had such person made a timely enrollment for Medicare.

2. All Retirees and Spouses: Any retiree, spouse of a retiree or surviving spouse (as of 1/1/08) that meets the eligibility requirements to maintain City medical benefit plan coverage and who are eligible for Medicare Parts A and B due to a disability is required to apply for Parts A and B of Medicare Coverage at their first enrollment opportunity. If the retiree, younger spouse of a retiree or surviving spouse fails to apply for Medicare Parts A and B at their first enrollment opportunity, the benefits under the City plan will be offset for any benefits which would have been payable under Medicare Parts A and B had such person made a timely enrollment for Medicare as described in this paragraph. (Note that this provision does not apply to younger spouses that elect continued coverage following the retired person's age off the City plan).

3. Make Whole:

   A. Employees who retired on or before 12/31/2014, and who were participating in Medicare Part B as of 12/31/2014: It is understood that the City shall make whole any retiree, spouse of current retiree, or surviving spouse for his/her Medicare Part B premium payments and waive the monthly retiree or surviving spouse benefit plan contribution. It is further understood that if a spouse of a current retiree meets this provision, the retiree's monthly benefit plan contribution will be waived.

   B. Employees who retire after 12/31/2014: It is understood that the retiree's monthly out of pocket premium costs for the combined costs of Medicare Part B and City's retiree health plan shall not exceed the cost of the City's monthly retiree or surviving spouse monthly benefit plan contribution. If the cost of Medicare Part B is **less** than the cost of the City's monthly retiree or surviving spouse benefit plan contribution, the retiree or surviving spouse shall only pay to the City the difference (e.g.: If Medicare Part B monthly premium is $105 and City monthly Retiree /surviving spouse benefit plan premium is $202, the retiree/surviving spouse would be required to pay $97 towards the City monthly benefit plan premium.) If the cost of Medicare Part B is **more** than the cost of the City's monthly retiree or surviving spouse benefit plan contribution, the City would provide the retiree/surviving spouse with an offset equal to the difference (e.g. If Medicare Part B monthly premium is $105 and the City monthly retiree /surviving spouse benefit plan premium is $97, then the City would provide a monthly offset to the employee of $8.00).

J. Retiree Medical Benefit Plan Coverage - Normal Service (For Employee's Hired as Regular Full-time Prior to January 1, 2014) (*Note: "Hire date" for part-time employees who became full-time after January 1, 2014, is the date in which they were transferred or promoted to the full-time position. "Hire date" for part-time employees who became full-time on or before December 31, 2013, is based on their adjusted hire date.)*

1. City Executives: City Executives, as defined in Section 2, who are participating in the City's medical benefit plan and retire at any time after age fifty-five (55) or age fifty-three (53) for City Executive positions defined

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as Protective Employees, specifically the Chief of Police and Fire Chief. This would include taking an early retirement in conjunction with a special early retirement program, may continue their family, limited family, or single medical benefit plan coverage until they become eligible for Medicare. Additionally, the employee must have ten (10) years of continuous employment with the City to be eligible for this benefit. Employment for purposes of this paragraph shall include approved leaves of absence.

Covered retirees shall pay the same monthly rate payments as are in effect for active employees as modified from time to time. The term "retirement" shall mean that the employee is eligible for and is actually receiving a retirement annuity.

Same Plan - Same Benefits: It is understood by the parties that retirees who meet the eligibility requirements for retiree medical benefit plan coverage shall remain under the City's medical benefit plan as is in existence for active employees. Such coverage is to be the same as is applicable to active employees as modified from time to time.

Retirees, spouses and dependents of retirees whose permanent residence is outside the State of Wisconsin will be considered as in-network participants, however subject to Usual, Customary and Reasonable (UCR) fee limits. Retirees, spouses and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

2. Non-City Executives – Hired Prior to January 1, 2002:

   General Employees: Employees employed as of December 31st, 2001, who are participating in the City's medical benefit plan and retire at any time after age fifty-five (55) or take an early retirement in conjunction with a special early retirement program, may continue their family, limited family, or single medical benefit plan coverage until they become eligible for Medicare. Additionally, the employee must have ten (10) years of continuous employment with the City to be eligible for this benefit. Employment for purposes of this paragraph shall include approved leaves of absence and lay-off if recalled within thirty-six (36) months.

   Covered retirees shall pay the same monthly rate payments as are in effect for active employees as modified from time to time. The term "retirement" shall mean that the employee is eligible for and is actually receiving a retirement annuity.

   Same Plan - Same Benefits: It is understood by the parties that retirees who meet the eligibility requirements for retiree medical benefit plan coverage shall remain under the City's medical benefit plan as is in existence for active employees. Such coverage is to be the same as applicable to active employees as modified from time to time.

   Retirees, spouses, and dependents of retirees whose permanent residence is outside the State of Wisconsin will be considered as in-network participants, however subject to Usual, Customary and Reasonable (UCR) fee limits. Retirees, spouses, and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

   Protective Employees: Employees employed as of December 31st, 2001, who are participating in the City's medical benefit plan and retire at any time after age fifty-three (53) or take an early retirement in conjunction with a special early retirement program, may continue their family, limited family, or single medical benefit plan coverage until they become eligible for Medicare or reach age sixty-five (65), whichever occurs last. Additionally, the employee must have fifteen (15) years of continuous employment with the City to be eligible for this benefit. Employment for purposes of this paragraph shall include approved leaves of absence and lay-off if recalled within thirty-six (36) months.

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Covered retirees shall pay the same monthly rate payments as are in effect for active employees as modified from time to time. The term "retirement" shall mean that the employee is eligible for and is actually receiving a normal unreduced service retirement annuity.

Same Plan - Same Benefits: It is understood by the parties that retirees who meet the eligibility requirements for retiree medical benefit plan coverage shall remain under the City's medical benefit plan as is in existence for active employees. Such coverage is to be the same as applicable to active employees as modified from time to time.

Retirees, spouses and dependents of retirees whose permanent residence is outside the State of Wisconsin will be considered as in-network participants, however subject to Usual, Customary and Reasonable (UCR) fee limits. Retirees, spouses and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

3. Non-City Executives – Hired between January 1, 2002 and December 31, 2006

a. General Employees: Employees employed between January 1, 2002 and December 31, 2006, who are participating in the City's medical benefit plan and retire at any time after age fifty-five (55) or take an early retirement in conjunction with a special early retirement program, may continue their family, limited family, or single medical benefit plan coverage until they become eligible for Medicare.

Covered retirees shall pay the same monthly rate contributions as are in effect for active employees as modified from time to time. The term "retirement" shall mean that the employee is eligible for and is actually receiving a retirement annuity. Additionally, the employee must have fifteen (15) years of regular full-time continuous service with the City to be eligible for this benefit. Employment for purposes of this paragraph shall include approved leaves of absence and lay-off if recalled within twenty-four (24) months.

Same Plan - Same Benefits: It is understood by the parties that retirees who meet the eligibility requirements for retiree medical benefit plan coverage shall remain under the City's medical benefit plan as is in existence for active employees. Such coverage is to be the same as is applicable to active employees as modified from time to time.

Retirees, spouse and dependents of retirees whose permanent residence is outside the State of Wisconsin will be considered as in-network participants, however subject to Usual, Customary and Reasonable (UCR) fee limits. Retirees, spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

Protective employees: All new employees, hired between January 1, 2002, and December 31, 2006, subject to this agreement who are participating in the City's medical benefit plan and who retire at any time after age fifty-three (53) may continue their medical benefit plan coverage at group rates until they become eligible for Medicare. Additionally, the employee must have eighteen (18) years of continuous service with the City to be eligible for this benefit.

Covered retirees shall pay the same monthly rate contributions as are in effect for active employees as modified from time to time. The term "retirement" shall mean that the employee is eligible for and is actually receiving a normal unreduced service retirement annuity. Employment for purposes of this paragraph shall include approved leaves of absence and lay-off if recalled within twenty-four (24) months.

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Same Plan - Same Benefits: It is understood by the parties that retirees who meet the eligibility requirements for retiree medical benefit plan coverage shall remain under the City's medical benefit plan as is in existence for active employees. Such coverage is to be the same as is applicable to active employees as modified from time to time.

Retirees, spouse and dependents of retirees whose permanent residence is outside the State of Wisconsin will be considered as in-network participants, however subject to Usual, Customary and Reasonable (UCR) fee limits. Retirees, spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

3. Non-City Executives – Hired January 1, 2007, through December 31, 2013:

Employees employed between January 1, 2007 and December 31, 2013 who are participating in the City's medical benefit plan and retire at any time after age fifty-five (55) or take an early retirement in conjunction with a special early retirement program, may continue their family, limited family, or single medical benefit plan coverage until they become eligible for Medicare.

Covered retirees shall pay the same monthly rate contributions as are in effect for active employees as modified from time to time. The term "retirement" shall mean that the employee is eligible for and is actually receiving a normal unreduced service retirement annuity. Additionally, the employee must have twenty (20) years of regular full-time continuous service with the City to be eligible for this benefit. Employment for purposes of this paragraph shall include approved leaves of absence and lay-off if recalled within twelve (12) months.

Same Plan - Same Benefits: It is understood by the parties that retirees who meet the eligibility requirements for retiree medical benefit plan coverage shall remain under the City's medical benefit plan as is in existence for active employees. Such coverage is to be the same as is applicable to active employees as modified from time-to-time Retirees, spouse and dependents of retirees whose permanent residence is outside the State of Wisconsin will be considered as in-network participants, however subject to Usual,

Customary and Reasonable (UCR) fee limits. Retirees, spouse, and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

Protective employees: Employees, hired between January 1, 2007, through December 31, 2013, subject to this agreement who are participating in the City's medical benefit plan and who retire at any time after age fifty-three (53) may continue their medical benefit plan coverage at group rates until they become eligible for Medicare. Additionally, the employee must have twenty (20) years of continuous service with the City to be eligible for this benefit.

Covered retirees shall pay the same monthly rate contributions as are in effect for active employees as modified from time to time. The term "retirement" shall mean that the employee is eligible for and is actually receiving a normal unreduced service retirement annuity. Employment for purposes of this paragraph shall include approved leaves of absences and lay-off if recalled within twenty-four (24) months.

Same Plan - Same Benefits: It is understood by the parties that retirees who meet the eligibility requirements for retiree medical benefit plan coverage shall remain under the City's medical benefit plan as is in existence for active employees. Such coverage is to be the same as is applicable to active employees as modified from time to time.

Retirees, spouse, and dependents of retirees whose permanent residence is outside the State of Wisconsin will be considered as in-network participants, however subject to Usual, Customary and

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Reasonable (UCR) fee limits. Retirees, spouse, and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

4. All Employees, Including City Executives, hired as a Regular Full-time Employee After January 1, 2014: Only COBRA provisions apply if covered under the medical benefit plan at time of retirement.

K. Retiree Medical Benefit Plan -Disability Pension (Workers Compensation) For Employees hired as Regular Full-time prior to January 1, 2014)

Without regard to paragraph J and N, full-time employees who receive a disability pension (as a result of an approved worker's compensation injury) shall receive the same benefits including contributions on the same basis as in effect for active employees. This benefit ends when the retiree becomes eligible for Medicare.

Covered retirees shall pay the same monthly rate contributions as is in effect for active employees as modified from time to time.

Same Plan - Same Benefits: It is understood by the parties that retirees who meet the eligibility requirements for retiree medical benefit plan coverage shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time.

Retirees, spouse, and dependents of retirees whose permanent residence is outside the State of Wisconsin will be considered as in-network participants, however subject to Usual, Customary and Reasonable (UCR) fee limits. Retirees, spouse, and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

L. Retiree Medical Benefit Plan - Disability Pension (For employees hired as Regular Full-time prior to January 1, 2014) (*Note: "Hire date" for part-time employees who became full-time after January 1, 2014, is the date in which they were transferred or promoted to the full-time position. "Hire date" for part-time employees who became full-time on or before December 31, 2013, is based on their adjusted hire date.)*

Full-time eligible employees who are participants in the City's Medical Benefit Plan who retire and receive a non-duty disability pension (applies to employees who began WRS covered employment prior to October 16, 1992), shall receive the same benefits including contributions on the same basis as in effect for active employees as described in paragraph J above provided that they have a minimum of ten (10) years of continuous service as a regular full-time employee of the City of La Crosse. This benefit ends when the retiree becomes eligible for Medicare.

Same Plan - Same Benefits: It is understood by the parties that retirees who meet the eligibility requirements for retiree medical benefit plan coverage shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time.

Retirees, spouse and dependents of retirees whose permanent residence is outside the State of Wisconsin will be considered as in-network participants, however subject to Usual, Customary and Reasonable (UCR) fee limits. Retirees, spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

M. Retiree Medical Benefit Plan - Long Term Disability Insurance (LTDI) (For Employees hired as Regular Full-time prior to January 1, 2014)

(Note: "Hire date" for part-time employees who became full-time after January 1, 2014, is the date in which they were transferred or promoted to the full-time position. "Hire date" for part-time employees who

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became full-time on or before December 31, 2013 is based on their adjusted hire date.)

Effective January 1, 2006, full-time eligible employees who are participants in the City's medical benefit plan and who qualify and receive Wisconsin Retirement System (WRS) Long Term Disability Insurance shall receive the same benefits including contribution rates on the same basis as is in effect for active employees as described in paragraph F above provided they have a minimum of ten (10) years of service as a regular full-time employee for the City of La Crosse.
This benefit ends when the WRS terminates the employees LTDI benefit or the employee reaches age 65, whichever occurs first.

Same Plan - Same Benefits: It is understood by the parties that retirees who meet the eligibility requirements for retiree medical benefit plan coverage shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time.

Retirees, spouse and dependents of retirees whose permanent residence is outside the State of Wisconsin will be considered as in-network participants, however subject to Usual, Customary and Reasonable (UCR) fee limits. Retirees, spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

N. Retiree Medical Benefit Plan - Younger Spouse (For employees hired as Regular Full-time prior to January 1, 2014)

When a retiree reaches Medicare age, and his/her spouse is younger, the spouse may elect to continue his/her coverage in the City's medical benefit plan until the spouse reaches Medicare age, provided that the spouse pays the total monthly pseudo premium rate.

Same Plan - Same Benefits: It is understood by the parties that retirees who meet the eligibility requirements for retiree medical benefit plan coverage shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time.

The younger spouse and dependents of retirees whose permanent residence is outside the State of Wisconsin will be considered as in-network participants, however subject to Usual, Customary and Reasonable (UCR) fee limits. The younger spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

O. Coverage for Spouse & Dependents of Eligible Employees/Retirees that Die

1. For employees hired prior to January 1, 2012:
   The spouse and/or eligible dependents of an insured employee/retiree who dies before the employee/retiree becomes eligible for Medicare, shall be eligible to continue to participate in the City's medical benefit plan if the deceased employee had met their years of service requirement for retiree medical benefit plan coverage (paragraph J).

   Such coverage is to be the same as applicable to active employees as modified from time to time. The spouse and/or eligible dependents of such employee/retiree shall pay the same monthly contributions as are in effect for active employees as modified from time to time until the spouse becomes eligible for Medicare or remarries.

   If the years of service requirement for retiree medical benefit plan coverage (paragraph J) had not been met by the deceased employee, the spouse and/or eligible dependents of the insured employee who dies would be eligible to continue to participate in the City's medical benefit plan for six (6) months. Such coverage is to be the same as applicable to active employee as modified from time to time. The spouse and/or eligible dependents of such employee shall pay the same monthly contributions as are in effect for active employees as modified from time to time, until six months have expired, or the spouse becomes eligible for Medicare or remarries, whichever occurs first.

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Surviving spouse and dependents of retirees whose permanent residence is outside the State of Wisconsin will be considered as in-network participants, however subject to Usual, Customary and Reasonable (UCR) fee limits. Surviving spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

2. Employees hired after January 1, 2012: The spouse and/or eligible dependents of an insured employee/retiree who dies before the employee/retiree becomes eligible for Medicare, shall be eligible to continue to participate in the City's medical benefit plan for six (6) full months following employee's date of death. Such coverage is to be the same as applicable to active employees as modified from time to time. The spouse and/or eligible dependents of such employee shall pay the same monthly contributions as are in effect for active employees as modified from time to time, until the six (6) months have expired, spouse becomes eligible for Medicare or remarries, whichever occurs first.

   Surviving spouse and dependents of retirees whose permanent residence is outside the State of Wisconsin will be considered as in-network participants, however subject to Usual, Customary and Reasonable (UCR) fee limits. Surviving spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

P. Medical Benefit Plan Coverage While on Income Continuation Insurance

Full-time employees who are participants in the City's medical benefit plan and are receiving the Income Continuation Insurance (ICI) benefit shall receive the same medical benefit plan benefits including contribution rates on the same basis as in effect for active employees provided that they have a minimum of ten (10) years of continuous service as a regular full-time employee for the City of La Crosse. This benefit ends when the employee becomes eligible for a Wisconsin Retirement System benefit of any kind (i.e., Normal Retirement pension, Disability Retirement (worker's compensation), Disability Retirement, or Long Term Disability Insurance) or Medicare or Medicaid or for a period of one (1) year while on ICI whichever occurs first.

Covered employees shall pay the same monthly contribution rates as are in effect for active employees as modified from time to time.

Q. Health and Wellness Funds

The City provides a sum of money for health and wellness initiatives for employees covered under the Handbook. The sum of money provided for these initiatives shall be based upon the number of regular full-time employees covered under the Handbook, and employed as of January 1st of each respective year, at a rate of $50 per employee. Fund expenses shall be managed by the Employee Wellness Coordinator to fund health and wellness initiatives. Health and wellness initiatives will be determined by gathering employee input including, but not limited to, meetings, interest and culture surveys and soliciting other employee suggestions.

Pension

General employees and Elected Officials shall contribute one-half of the total actuarially required contributions for their respective category to the Wisconsin Retirement System (WRS). The City will pay the remainder of the contribution required by the WRS.

Protective Employees (Police and Fire) hired after July 1, 2011, shall contribute one-half of the total actuarially required contributions for General employees to the WRS. The City will pay the remainder of the contribution required by the WRS.

Protective Employees – Police: Employee shall contribute one-half of the total actuarially required contribution for general municipal employees to the WRS. The City will pay the remainder of the contribution required by the WRS.

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Protective Employees – Fire: Unless voluntarily waived, protective employees (hired prior to July 1, 2011) including Fire Chief, Assistant Fire Chief and Battalion Chiefs shall be aligned to the WRS employee contribution level paid by represented Fire employees covered under Fire, Local #127 collective bargaining agreement. The City will pay the remainder of the contribution required by the WRS.

Sick Leave

A. **Sick Leave Accumulation**

General (excluding Airport Operations Coordinators), Police Protective and Protective Department Heads (Fire Chief and Chief of Police) employees shall accumulate sick leave at a rate of one (1) day per month for each month of employment commencing with the first month of employment. One day means 7.5 hours/8 hours, or pro-rated for regular part-time employees. A month of employment shall mean a month in which the employee receives pay from the City within a minimum of a twenty (20) consecutive calendar day period. The sick leave credits shall be allowed to accumulate to a maximum of one hundred twenty (120) days.

Fire Battalion Chiefs and Assistant Fire Chief: Day shift employees shall accumulate sick leave at a rate of 12.86 hours per month for each month of employment commencing with the first month of employment, to a maximum accumulation of 1371.43 hours (171.42 days). Battalion Chief employees shall accumulate at a rate of .75 shift days for each month of employment to a maximum accumulation of 1920 hours (80 shift days). A month of employment shall mean a month in which the employee actually receives pay from the City within a minimum of a twenty (20) consecutive calendar day period.

Airport Operations Coordinators shall accumulate sick leave at a rate of 10.1 hours per month for each month of employment commencing with the first month of employment, to a maximum of 48 shift days (1176 hours). A month of employment shall mean a month in which the employee actually receives pay from the City within a minimum of a twenty (20) consecutive calendar day period.

> Effective January 1, 2026, the accumulated sick leave rate for Airport Operations Coordinators will be 11.2 hours per month for each month of employment commencing with the first month of employment to a maximum of 48 shift days (1176 hours).

For New Hires: Newly hired employees must have worked prior to the 15th of their first month of hire to accrue the initial day of sick leave.

At retirement or termination, the employee will accrue a day of sick leave for their last month only if the last day worked is the 20th of the month or later.

Effective December 20, 2024, employees who transfer positions that result in their standard work schedule changing (i.e. 7.5 hrs. per day to 8 hrs. per day) will accumulate sick leave based on the hours per day of their new position beginning on the position start date. For example, if an employee worked a 7.5 hr. schedule, their sick leave will accumulate (in hours), at a rate of 7.5 hrs. per month. If they begin a new position that is scheduled to work 8 hrs. per day, they will accumulate sick leave (in hours), at a rate of 8 hrs. per month following the new position start date. Previously earned sick leave hours will not be adjusted.

B. **Sick Leave Usage**

Accumulated sick leave may be used for any bonafide illness, injury, or medical/dental appointments of the employee except when sickness or injury is work connected and deemed to be within the meaning of the Wisconsin Worker's Compensation Act. Injuries or illnesses incurred by employees engaged in any outside employment or business are not compensable under sick leave provisions.

All sicknesses or injuries of more than three (3) days duration (or 2 shift days for Airport Operations Coordinators or Battalion Chiefs) must be verified with acceptable medical substantiation by a physician. Such medical substantiation must state the kind or nature of the illness or injury and indicate that the employee has been incapacitated for work for said period of absence.

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When sick leave abuse is suspected the City reserves the right to require acceptable medical substantiation, including a general diagnosis, for any and all absences including those of two (2) or less workdays. The City reserves the right of reasonable independent medical examination at the employer's expense. Such medical examination shall be at the request of the department head, the governing board or appointing authority.

Sick leave shall be based on the rate of employee's regular classification.

Any and all medical substantiation, including physician certificate, required under this Article may bypass the employee's immediate supervisor and be directed to the City's Human Resources Department, if the employee so desires. To be deemed an excused absence, the employee must provide a written doctor's note within thirty (30) days of the date of absence to Human Resources. No doctor's note will be accepted after thirty (30) days.

An employee severing his/her employment with the City may not use accumulated sick leave to extend his/her separation date beyond the last day worked. The ban on the use of accumulated sick leave prior to separation does not apply when the employee has provided medical substantiation of the employee's inability to work.

C. **Personal Business Days**

Employees may request to use up to four (4) days (30/32 hours or pro-rated for regular part-time employees) of accumulated sick leave credits for personal business subject to approval of their supervisor, however employees shall request same of their supervisor at least twenty-four (24) hours prior to the time off requested. Exceptions to the hours are:

Battalion Chiefs may use up to 32 hours of accumulated sick leave credits for personal business, subject to approval of their supervisor. Leave must be requested at least twenty-four (24) hours prior to time off requested.

Airport Operations Coordinators may use up to 24.5 hours of accumulated sick leave credits for personal business, subject to approval of their supervisor, and requested at least twenty-four (24) hours prior to time off requested. An additional 8 hours of accumulated sick leave may be requested when coverage is available and whereas no overtime occurs.

Use of sick leave for personal business shall be deducted from sick leave accumulation. Employees who have not accumulated sick leave shall not be entitled to such time off. Requests for personal business are subject to management approval, based on the needs of the department. Personal business days shall be based on the rate of employee's regular classification. *Personal business is not available during the employee's initial six (6) months of employment. Personal business days may be taken through the last full pay period of each calendar year.*

D. **Family Care Days**

Employees working day shifts may use up to three (3) days (22.5/24 hours or pro-rated for regular part-time employees) of accumulated sick leave credits to care for their priority family members identified below due to minor illness, injury, or medical/dental appointments or in the event of an unexpected closure of school (i.e., snow day, etc.) or daycare facility.

Battalion Chief employees and Airport Operations Coordinators may use accumulated sick leave credits (up to 24 hours for Battalion Chiefs, and 24.5 hours for Airport Operations Coordinator) to care for their priority family members due to minor illness or injury or medical/dental appointments or in the event of an unexpected closure of school (i.e., snow day, etc.) or daycare facility.

Use of sick leave for family care days shall be deducted from sick leave accumulation. Employees who have not accumulated sick leave will not be entitled to such time off.

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Priority family shall be defined as the employee's parent, legal spouse, or child (biological, adopted, foster, or serving in loco parentis or stepchild). Parents in the preceding sentence shall be interpreted as parents/stepparents of the employee and/or their legal spouse.

E. Catastrophic Leave

Upon accruing the maximum sick leave accrual, an employee shall continue to accrue sick leave for a "catastrophic leave bank" to be used for the FMLA qualifying serious health condition of the employee, employee's spouse or dependent for which a physician has certified that the duration of the medical condition is expected to be more than 30 continuous calendar days. Catastrophic leave is only available after all accrued sick leave and vacation days have been exhausted, and employee must have met the "adequate" attendance standards in the previous 12 months. A request for use of catastrophic leave must be approved by the Director of Human Resources or their designee.

Sick leave for the employee's catastrophic leave bank shall be accrued at the same rate as defined above and shall only accrue when the employee's sick leave accrual is at maximum accrual. The catastrophic leave bank will be capped at 60 days for day shift employees, 24 days for Airport Operations Coordinators and 30 days for Battalion Chiefs. Catastrophic leave is not eligible for payout at retirement.

F. Sick Leave Pay-Off at Retirement or Death

For purposes of this section, "*retirement"* shall mean that either 1) the employee applies for an immediate Wisconsin Retirement System (WRS) benefit at any time after age 55 (general WRS employees) /50* (WRS protective) or takes an early WRS retirement in conjunction with a special early retirement program; or 2) the employee is at least the minimum age for which he/she would be eligible for Social Security (non-disability) benefits, however, the employee would not be required to apply for such benefits.. (Note: *Retiring prior to age 53 disqualifies the employee for retiree Medical Benefit Plan. Refer to Section on Medical Benefit Plan)

1. For employees hired as Regular Full-time or Part Time prior to January 1, 2014: (*Note: "Hire date" for part-time employees who became full-time on or before December 31, 2013, is based on their adjusted hire date.*)
   Upon retirement or death, the City will make a lump sum payment to the retiree for the amount of accrued, unused sick leave on record at the time of retirement or death. Such payment shall be according to Wisconsin Statutes Section 40.02 (22)(b)(6) concerning single cash sum payments.

General employees	45%
Fire Chief/Chief of Police	45%
Assistant Chief of Police/Police Captain	54%
Assistant Fire Chief / Battalion Chief	37.5%

2. Employees hired as Regular Full-time or Part Time after January 1, 2014: **(***Note: "Hire date" for part-time employees who became full-time after January 1, 2014, is the date in which they were transferred or promoted to the full-time position.)*
   Upon retirement or death, the City will make a lump sum payment to the retiree equal to one hundred percent (100%) of the amount of accrued, but unused sick leave earned at the time of retirement or death. Eligibility for 100% sick leave payout requires 20 years of full-time continuous service with the City **and** meets the definition of "retirement" defined above.

   An employee who retires (retirement as defined above) prior to meeting the 20 years of regular full-time continuous service with the City would receive a lump sum payment equivalent to that stated for incumbents in paragraph F-1.

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Paid Parental Leave

Purpose:

The City of La Crosse will provide up to eight (8) weeks of paid parental leave for employees to use upon the birth or adoption of an employee's child, or placement of a foster child. The purpose of the paid parental leave is to enable the employee to care for and bond with a newborn or newly adopted or fostered child. This leave is also available to a birthing parent following a stillbirth after 20 weeks of pregnancy.

Policy:

This policy will become effective on January 1, 2026, after approval by the Finance and Personnel Committee and is not retroactive. This paid parental leave exceeds any legal requirement.

Definitions:

a. Child(ren): Parental leave shall apply to all children under the age of 18.

b. Paid Parental Leave: Consists of right (8) weeks of paid time off based on the employee's regular work schedule (e.g. 8 weeks x 40 hours per week = 320 hours of paid parental leave). An equivalent number of hours will be placed in an accrual bank for the employee to utilize during their leave. The amount provided would allow the employee to be off work for an equivalent of eight calendar weeks.

c. Parent: A person who is identified on a child(ren)'s birth certification, adoption certificate, or other legal document certifying adoption or as a foster parent. This person also serves as continuing parental/caregiver role to the child.

Qualifications for Parental Leave

1. Must be a full-time or permanent part-time, non-represented employee. Part-time, temporary, and seasonal employees ("LTE") are excluded; AND
2. Must qualify for Family Medical Leave Act ("FMLA") leave; AND
3. Must have successfully completed their initial probationary period with the City.

Exclusions from Leave

- An employee's adoption of their new spouse's child(ren).
- An employee serving as a surrogate.
- An employee serving as a sperm donor who will not be a legal parent to the child.
- Additional paid parental leave is not available if the employee has more than one birth, adoption or foster placement in a single calendar year.
- In the case of multiple births (e.g. twins, triplets, etc.) or multiple children being adopted or fostered at one time, all children are treated as one event, limited to eight (8) weeks of paid parental leave.

Use of Paid Parental Leave

- An employee is eligible for paid parental leave once each calendar year.
- The use of paid parental leave is continuous use. No intermittent use will be approved.

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- Employees will be compensated for the paid parental leave at their regular rate of pay. This rate of pay will not include any overtime or compensatory time.
- Paid parental leave will run concurrently with a state or federal family leave for which the employee is eligible.
- If both parents work for the City, each parent is eligible for eight (8) weeks of paid parental leave.
- Use of paid parental leave for adoption or foster care cannot take place prior to the physical placement of the child with the parent.
- If a City holiday falls on any of the paid parental leave dates, the employee will receive the paid parental leave in lieu of the holiday on that date. This time will count against the employees' eight (8) weeks of paid parental leave.
- Employees will continue to accrue other paid time off while using paid parental leave.
- Employees will not use their other accrue paid time off while using paid parental leave.
- Employees using paid parental leave will continue to receive the benefits they had prior to the leave.
- Outside employment, including self-employment, during paid parental leave is prohibited, and may result in disciplinary action, up to and including termination of employment.

Procedure:

Paid parental leave must be upon the birth or adoption of an employee's child, or placement of a foster child. An employee is not required to use all eight (8) weeks of paid parental leave. Any unused leave at the conclusion of the eight (8) weeks will be forfeited.

To initiate the Paid Parental Leave benefits:

1. The employee must fully complete and sign a paid parental leave form and return it to Human Resources at least thirty (30) days prior to foreseeable leave, but preferably ninety (90) days prior to the leave. It is the employee's responsibility to notify Human Resources of the actual date of the event after it is known if it differs from the anticipated date on the form.
2. The Human Resources Director will review and response to the form.
3. The employee must submit documentation required to substantiate their leave within two (2) weeks, or sooner, if possible, of the birth, adoption, or fostering of the child.
4. The supervisor will make efforts to ensure a smooth transition for the employee to return to work at the conclusion of the leave.

Required Documentation:

A copy of the child(ren)'s birth certificate, adoption certificate, or similar governmental/legal documental listing the employee as a legal parent.

Work Obligation:

An employee is required to work for the City for at least eight (8) weeks after usage of the paid parental leave. The eight-week work obligation begins on the date the employee physically returns to work after their paid parental leave or exhaustion of FMLA use; whichever is later. The City of La Crosse will seek collection of the full amount of paid parental leave for an employee who fails to return to work and fully complete the eight-week work obligation.

The work obligation is fixed at eight weeks regardless of the amount of paid parental leave used by the employee.

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Violations:

Failure to substantiate the paid parental leave with the required paperwork will result in the City seeking collection of the full amount of any paid parental leave used by the employee.

Violations, misuse, or untruthful use of the paid parental leave benefit may result in disciplinary action, up to and including discharge from employment along with the City may seek collection of the full amount of any paid parental leave used by the employee.

Employees should report possible policy violations to the Human Resources department upon knowledge of the possible violation. Paid parental leave is a benefit, and abuse will be taken seriously. Repeated abuse may result in the benefit being eliminated for all.

Tuition Reimbursement

Employees shall be eligible for tuition reimbursement for college level courses related to their occupation as approved by their Department Head and the Director of Human Resources or their designee. The maximum citywide pool of money for this purpose is $15,000 each year, with an individual maximum in accordance with the Tuition Reimbursement Policy. See Employee Handbook - Policies.

Vacation

Employees shall accumulate vacation based on full months of continuous service as a regular part-time or regular full-time employee. When an employee qualifies for an additional vacation period within the calendar year, the vacation may be taken within the calendar year. However, if the employee terminates their employment prior to reaching their anniversary date, the unwarned portion will be deducted from their final pay. Vacation shall be paid at the employee's regular classification rate.

All employees are responsible for the use of their accrued vacation time within the year in which it is earned.

When an employee terminates employment with the City, the employee will receive a lump sum payment for unused, earned vacation and prorated vacation on the basis the employee's earned vacation for each month of employment, calculated from the anniversary day to termination date. Termination for vacation purposes includes all forms of employment separation from the City. An employee severing their employment with the City may not use accumulated vacation to extend their separation date beyond the last day worked.

Vacation requests must be pre-approved by management.

A. **Vacation Accrual**

1. *Initial* calendar year of regular full-time or regular part-time employment: An employee will be credited with vacation on the first full pay period following their date of hire. The vacation will be prorated by the number of remaining full pay periods in the initial calendar year (from first full pay period through the last full pay period of the calendar year). The crediting of vacation is determinant upon the employee being employed through December 31 of their initial calendar year as a regular full-time or regular part-time employee. Should an employee leave employment or change status wherein they are no longer a regular full-time or regular part-time employee prior to December 31, all credited vacation taken will be deducted from their last paycheck as it had not yet been earned. Vacation will be credited by rounding to the tenth.

    i. *Note the vacation is pro-rated for regular part-time employees based on the regular part-time hours for which the employee was hired. For example, if a regular part-time employee is hired for 29 hours per week for a position which would normally be 37.5 hours, the FTE*

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status for pro-rata vacation is .77 FTE; if a regular part-time employee is hired for 23 hours per week for a position which would normally be 37.5 hours per week, the FTE status for pro-rata vacation is .61 FTE.

Non-Exempt Employees (Hourly)		
# of Pay Periods	*40 hrs. per week*	*37.5 hrs. per week*
26 full pay periods	80.0	75.0
25 full pay periods	76.9	72.1
24 full pay periods	73.8	69.2
23 full pay periods	70.8	66.3
22 full pay periods	67.7	63.5
21 full pay periods	64.6	60.6
20 full pay periods	61.5	57.7
19 full pay periods	58.5	54.8
18 full pay periods	55.4	51.9
17 full pay periods	52.3	49.0
16 full pay periods	49.2	46.2
15 full pay periods	46.2	43.3
14 full pay periods	43.1	40.4
13 full pay periods	40.0	37.5
12 full pay periods	36.9	34.6
11 full pay periods	33.8	31.7
10 full pay periods	30.8	28.8
09 full pay periods	27.7	26.0
08 full pay periods	24.6	23.1
07 full pay periods	21.5	20.2
06 full pay periods	18.5	17.3
05 full pay periods	15.4	14.4
04 full pay periods	12.3	11.5
03 full pay periods	9.2	8.7
02 full pay periods	6.2	5.8
01 full pay period	3.1	2.9

Exempt (Non-City Executives) Employees (Salaried)		
# of Pay Periods	*40 hrs. per week*	*37.5 hrs. per week*
26 full pay periods	120.0	112.5
25 full pay periods	115.4	108.2
24 full pay periods	110.8	103.8
23 full pay periods	106.2	99.5
22 full pay periods	101.5	95.2
21 full pay periods	96.9	90.9
20 full pay periods	92.3	86.5
19 full pay periods	87.7	82.2
18 full pay periods	83.1	77.9
17 full pay periods	78.5	73.6
16 full pay periods	73.8	69.2
15 full pay periods	69.2	64.9
14 full pay periods	64.6	60.6
13 full pay periods	60.0	56.3
12 full pay periods	55.4	51.9
11 full pay periods	50.8	47.6
10 full pay periods	46.2	43.3
09 full pay periods	41.5	38.9
08 full pay periods	36.9	34.6
07 full pay periods	32.3	30.3
06 full pay periods	27.7	26.0
05 full pay periods	23.1	21.6
04 full pay periods	18.5	17.3
03 full pay periods	13.8	13.0
02 full pay periods	9.2	8.7
01 full pay period	4.6	4.3

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City Executives (Salaried)	
# of Pay Periods	*40 hrs. per week*
26 full pay periods	160.0
25 full pay periods	153.8
24 full pay periods	147.7
23 full pay periods	141.5
22 full pay periods	135.4
21 full pay periods	129.2
20 full pay periods	123.1
19 full pay periods	116.9
18 full pay periods	110.8
17 full pay periods	104.6
16 full pay periods	98.5
15 full pay periods	92.3
14 full pay periods	86.2
13 full pay periods	80.0
12 full pay periods	73.8
11 full pay periods	67.7
10 full pay periods	61.5
09 full pay periods	55.4
08 full pay periods	49.2
07 full pay periods	43.1
06 full pay periods	36.9
05 full pay periods	30.8
04 full pay periods	24.6
03 full pay periods	18.5
02 full pay periods	12.3
01 full pay period	6.2

Battalion Chiefs	
# of Pay Periods	
26 full pay periods	216.0
25 full pay periods	207.7
24 full pay periods	199.4
23 full pay periods	191.1
22 full pay periods	182.8
21 full pay periods	174.5
20 full pay periods	166.2
19 full pay periods	157.8
18 full pay periods	149.5
17 full pay periods	141.2
16 full pay periods	132.9
15 full pay periods	124.6
14 full pay periods	116.3
13 full pay periods	108.0
12 full pay periods	99.7
11 full pay periods	91.4
10 full pay periods	83.1
09 full pay periods	74.8
08 full pay periods	66.5
07 full pay periods	58.2
06 full pay periods	49.8
05 full pay periods	41.5
04 full pay periods	33.2
03 full pay periods	24.9
02 full pay periods	16.6
01 full pay period	8.3

Airport Operations Coordinator	
# of Pay Periods	
26 full pay periods	112.8
25 full pay periods	108.5
24 full pay periods	104.1
23 full pay periods	99.8
22 full pay periods	95.4
21 full pay periods	91.1
20 full pay periods	86.8
19 full pay periods	82.4
18 full pay periods	78.1
17 full pay periods	73.8
16 full pay periods	69.4
15 full pay periods	65.1
14 full pay periods	60.7
13 full pay periods	56.4
12 full pay periods	52.1
11 full pay periods	47.7
10 full pay periods	43.4
09 full pay periods	39.0
08 full pay periods	34.7
07 full pay periods	30.4
06 full pay periods	26.0
05 full pay periods	21.7
04 full pay periods	17.4
03 full pay periods	13.0
02 full pay periods	8.7
01 full pay period	4.3

2. Subsequent calendar years: Vacation is always credited to employees in the pay period which includes January 1 of each calendar year, and the amount provided is based on the length of employment the employee will attain during the calendar year. Vacation is earned based on the employee's anniversary date. To earn all of the vacation credited to them for the current year, an employee must work up to their anniversary date.

   If an employee were to leave employment prior to their anniversary date and had used more vacation than what was earned as of their last day of employment, they would owe the City for the time used they had not yet earned. If the employee leaves employment after their anniversary date, they are entitled to receive all of their vacation entitlement, plus additional prorated vacation calculated from employment anniversary date as a regular full-time or regular part-time employee to termination date.

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Non-Exempt Employees (Hourly)

Continuous Service	*Days*	*Weeks*	*Hours (80)*	*Hours (75)*
Upon Hire (*Prorated)	10	2	80	75.0
After two (2) years of continuous service	13	2.6	104	97.5
After three (3) years of continuous service	15	3	120	112.5
After five (5) years of continuous service	17	3.4	136	127.5
After eight (8) years of continuous service	18	3.6	144	135.0
After ten (10) years of continuous service	21	4.2	168	157.5
After thirteen (13) years of continuous service	22	4.4	176	165.0
After fifteen (15) years of continuous service	23	4.6	184	172.5
After twenty (20) years of continuous service	27	5.4	216	202.5
After twenty-five (25) years of continuous service	30	6	240	225.0
After thirty (30) years of continuous service	32	6.4	256	240.0

Exempt (Non-City Executives) Employees (Salaried)

Continuous Service	*Days*	*Weeks*	*Hours (80)*	*Hours (75)*
Upon Hire (*Prorated)	15	3	120	112.5
After two (2) years of continuous service	18	3.6	144	135.0
After three (3) years of continuous service	20	4	160	150.0
After five (5) years of continuous service	21	4.2	168	157.5
After eight (8) years of continuous service	22	4.4	176	165.0
After ten (10) years of continuous service	25	5	200	187.5
After thirteen (13) years of continuous service	26	5.2	208	195.0
After fifteen (15) years of continuous service	27	5.4	216	202.5
After twenty (20) years of continuous service	31	6.2	248	232.5
After twenty-five (25) years of continuous service	34	6.8	272	255.0
After thirty (30) years of continuous service	36	7.2	288	270.0

City Executives (Salaried)

Continuous Service	*Days*	*Weeks*	*Hours*
Upon Hire (*Prorated)	20	4	160
After two (2) years of continuous service	22	4.4	176
After three (3) years of continuous service	24	4.8	192
After five (5) years of continuous service	26	5.2	208
After ten (10) years of continuous service	28	5.6	224
After fifteen (15) years of continuous service	30	6	240
After twenty (20) years of continuous service	32	6.4	256
After twenty-five (25) years of continuous service	35	7	280
After thirty (30) years of continuous service	37	7.4	296

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Battalion Chiefs			
Continuous Service	*Shift Days*	*Weeks*	*Hours*
Upon Hire (*Prorated)	9	3	216.0
After two (2) years of continuous service	10.8	3.6	259.2
After three (3) years of continuous service	12	4	288.0
After five (5) years of continuous service	12.6	4.2	302.4
After eight (8) years of continuous service	13.2	4.4	316.8
After ten (10) years of continuous service	15	5	360.0
After thirteen (13) years of continuous service	15.6	5.2	374.4
After fifteen (15) years of continuous service	16.2	5.4	388.8
After twenty (20) years of continuous service	18.6	6.2	446.4
After twenty-five (25) years of continuous service	20.4	6.8	489.6
After thirty (30) years of continuous service	21.6	7.2	518.4

Airport Operations Coordinator			
Continuous Service	*Shift Days*	Weeks	*Hours*
Upon Hire (*Prorated)	4.6	2	112.8
After two (2) years of continuous service	6.0	2.6	146.6
After three (3) years of continuous service	6.9	3	169.2
After five (5) years of continuous service	7.8	3.4	191.8
After eight (8) years of continuous service	8.3	3.6	203.0
After ten (10) years of continuous service	9.7	4.2	236.9
After thirteen (13) years of continuous service	10.2	4.4	248.2
After fifteen (15) years of continuous service	10.7	4.6	259.4
After twenty (20) years of continuous service	12.5	5.4	304.6
After twenty-five (25) years of continuous service	13.9	6	338.4
After thirty (30) years of continuous service	14.8	6.4	361.0

Vacation schedule changes are applicable to only active non-represented employees as of January 1, 2026.

B. **Vacation Carryover**

All employees are responsible for the use of their accrued vacation. An employee may carry over accrued, unused vacation not to exceed two (2) weeks (75/80 hours, pro-rated for regular part-time employees, 4.6 shift days for Airport Operations Coordinators, and 4 shift days for Battalion Chiefs) into the subsequent calendar year. The carryover will occur automatically after the last pay period of the year. Any vacation carried over into the subsequent year must be used by the last full pay period of that year or it shall be forfeited.

In addition, any vacation remaining at the end of the year that exceeds two (2) weeks (or as defined above) shall result in vacation forfeiture.

C. Change in Status

Employees who change employment status (PT to FT) shall have their vacation adjusted during the initial year for which the vacation is being earned. A status change which occurs *prior* to an employee meeting

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their “anniversary hire date” shall have their vacation pro-rated that year. Employees who change employment status (PT to FT) *after* meeting their “anniversary hire date” shall have their vacation pro-rated for the following year’s accrual. “Anniversary hire date” is defined as the continuous date of employment as a regular full-time/part-time employee with the City. Thereafter, vacation accrual shall be based on the employee’s “anniversary hire date”.

Beginning January 1, 2017, current full-time employees who had changed from regular part-time to regular full-time status prior to 2016 shall receive vacation accruals for 2017 and forward based on their “anniversary hire date.”

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SECTION 7: Employment Recruitment and Separation

Background and Reference Checks

To ensure that individuals who join the city of La Crosse are well qualified and to ensure that the City maintains a safe and productive work environment, it is our policy to conduct background checks and reference checks on candidates who are offered employment. Background and reference checks may include verification of any information on the applicant's resume or application form.

The City also reserves the right to conduct a background check for current employees to determine eligibility for promotion or transfer within the City.

Department Head background checks will be conducted by the La Crosse Police department at the direction of the Director of Human Resources.

Prior to employment additional checks may be required, such as pre-employment drug testing, driving records, DOT Release of Information – 49 CFR Part 40, etc.

Exit Interviews

An exit interview will be conducted through the Human Resources Department for all voluntary resignations of employment for regular full-time and regular part-time employees. The interview is intended to be beneficial for both the City and the departing employee. Employees will have the opportunity to discuss their employment experience. Additionally, it is the intention of the City to obtain information that will help in our recruitment and retention efforts.

Job Vacancies - Recruitment

The City seeks to hire the best qualified candidate regarding employment and equal opportunity. Approved vacancies for non-exempt regular full-time positions shall be posted in Human Resources and the field departments (Water, WWTP, La Crosse Center and Streets/Parks), on the City's intranet (for employment opportunities exclusive to employees covered under the Employee Handbook), and on the City's webpage (for all employment opportunities available to both the general public and internal employees). Employees may apply via the application process. All applicants must apply within the stated deadlines and are subject to job qualifications as defined in the job description. For positions requiring a Commercial Driver's License (CDL), preference will be given to applicants who possess a minimum of a Class B CDL. Additionally, consideration for hire will include ability to perform the work, relative skills and abilities, proven performance, disciplinary record, and experience. Qualified applicants who apply within the defined application deadline may be eligible to participate in an interview process coordinated through Human Resources. Interviews which occur during an employee's off-duty hours will not be considered paid time. In some cases, as determined by Human Resources, the City may conduct an internal recruitment only.

Human Resources reserves the right to waive the recruitment process when placing qualified regular full-time and regular part-time employees in vacant positions due to extenuating circumstances (ADA, Workers Compensation, etc.).

Testing requirements may apply to certain positions. Depending on the position, testing may include, but is not limited to, computer skills test, typing accuracy/speed test, written exam, ten key test, physical capacity exam, DOT drug test, etc.

When a vacancy at a manager-level position or higher occurs, Department Heads will be allowed to have a 30-day crossover where the person vacating the role, and the newly hired employee can work together to train and prepare for the transition of duties. At the Department Head level, if more than 30 days is needed, prior approval from the Director of Human Resources and the Mayor is required. This does not increase the department's formal

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FTE headcount. Department budgets will not be increased to accommodate for this crossover; department heads will need to plan accordingly to utilize this option.

Residency Requirements

The City of La Crosse follows State law regarding residency requirements. WI Act 20, Section 1270, 66.0502(4)(b) states, "a local governmental unit may impose a residency requirement on law enforcement, fire, or emergency personnel that requires such personnel to reside within 15 miles of the jurisdictional boundaries of the city, village or town to which the personnel are assigned."

Separation of Employment

Employees are requested to provide adequate advance notice of their intent to separate employment with the City. Non-exempt employees are requested to provide a two (2) week notice, exempt employees are requested to provide a four (4) week notice, and Department Heads are required to provide advance notice of retirement as per resolution. All property of the City, including the identification badge, must be returned to the City in appropriate condition prior to the employee's last day of work.

Any forced separation of an at-will employee requires review and approval by Human Resources.

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SECTION 8: Employee Conduct

Attendance and Punctuality

Punctual and regular attendance is an essential responsibility of each employee. Employees are expected to report to work as scheduled, on time and prepared to start work. Absenteeism can cause scheduling problems for the department and can adversely affect our ability to serve the public. Attendance and punctuality are considered during the performance evaluation process.

Exempt employees are responsible for accomplishing the duties assigned to them and may be required to attend regular and special meetings and events outside their normal work hours. Exempt employees are eligible for the Flex Time policy. See Employee Handbook - Policies.

City Vehicles

Employees may be granted approval by their department head to take home City vehicles. Approved use includes official city business or serving in an official "on-call" status to respond to emergencies on a rotating or consistent basis. Any employee who uses a City vehicle must comply with IRS regulations and reporting requirements for personal mileage. Department heads will be held responsible for their employees. Per Wisconsin law, smoking in public vehicles is prohibited.

Confidentiality

Due to an employee's responsibilities within the City, an employee may have access to confidential, personnel or other sensitive information. This confidential information cannot be disclosed to any City personnel who do not have a legitimate business need to know such information or to persons outside of the City without the express authorization of the department head, who is the custodian of the records.

Grievance Procedure

The City has a Grievance Procedure approved by Common Council. The Grievance Procedure is established for the employee to use for matters concerning discipline, termination or workplace safety, as defined by the Grievance Procedure. Discipline specifically includes an employment action that results in disciplinary suspension, with or without pay, disciplinary termination or disciplinary demotion. It does not include counseling; oral reprimands/warnings; written reprimands/warnings; performance improvement plans; performance evaluations or reviews; documentation of employee acts or omissions; administrative leave; non-disciplinary wage, benefit or salary adjustments; changes in assignment; action taken pursuant to an ordinance created under s. 19.59 (1m); or other non-material employment actions. See Employee Handbook - Policies.

Identification Badges

An identification badge program exists to provide enhanced security and to aid in the public's recognition of those employees that serve the public in various functions. All management and office personnel, as well as employees that conduct City business on outside private property are required to wear their ID badges during the workday. Outside labor positions are required to have the ID cards on their person during the workday. See Employee Handbook - Policies.

Performance Evaluations

The purpose of performance evaluations is to provide employees with feedback regarding their performance, to assist supervisory personnel in apprising employees of their progress and/or areas that need to be improved and to set goals. In addition, performance evaluations are used to determine eligibility for possible step increase, subject to funding in the budget process. Performance evaluations reflect the employee's performance in the preceding 12 months. Performance evaluations shall be conducted mid-year on an annual basis. Performance factors include employee's attendance (per Attendance policy) and punctuality, communication/customer service skills, productivity, initiative, leadership, work attitude, public image work, judgment and decision making.

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In addition, exempt supervisors are evaluated on supervisory skills. Performance factors for Department Heads are set by Executive Committee.

Random Drug and Alcohol Testing (Non-DOT) – Airport and Police Department

Sworn Police Management shall be subject to random drug and alcohol testing as part of the Department testing of sworn officers. Testing shall be limited to one (1) sworn officer per month and shall be conducted by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. Selection for the random draw will be made by the laboratory. See Police Department General Orders.

Community Service Officers assigned to work in the Police Evidence Room and La Crosse Airport maintenance and operations staff are subject to random drug and alcohol testing at any time. Selection for the random draw will be made by Human Resources. Due to the integrity of the position in the Police Evidence Room and the significant public safety concern for Airport staff, a positive drug or alcohol test will result in immediate termination.

The laboratory shall test for the substances and within the current limits for the initial and confirmation test as provided within the NADA standards, which may change from time to time. Alcohol testing shall be conducted by the laboratory using a breathalyzer or similar test equipment.

The employer shall be responsible for costs involved for random drug and alcohol testing. The employer shall select the laboratory for the random drug and alcohol testing provisions.

Remedial Action and Discipline:

Employees who have unsatisfactory work performance or who violate City rules, regulations, policies, and procedures, including, without limitation, those listed in this Handbook, are subject to remedial action or discipline. Remedial action includes supervisory counseling, evaluative notice and oral or written reprimands. Remedial action and administrative leave are not considered discipline.

Discipline is disciplinary action and only includes the following actions: suspension without pay, disciplinary demotion, or disciplinary discharge. At the sole discretion of the City, various types of employee remedial action and discipline may be imposed. No specific remedial action or discipline is required to be used before discharge from employment occurs, nor are the listed actions required to be used in any specific or progressive order. All documented remedial action and discipline will be placed in the employee's personnel file. Placement on administrative leave pending discipline or remedial action requires involvement of Human Resources. Discipline must be approved by the Director of Human Resources or their designee. Discipline is subject to the City's grievance procedure. Remedial action and administrative leave are not subject to the grievance procedure.

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City of La Crosse – Employee Handbook Acknowledgement

I acknowledge receipt of and understand that I have the responsibility to read and follow the Employee Handbook of the City of La Crosse. I further understand that I should direct any questions regarding this Handbook to Human Resources.

I understand and agree that nothing contained in the Handbook is intended to be, nor is to be construed as a guarantee that employment or any employment benefit will be continued for any period of time (except as mandated by law).

Since the information contained in the Handbook is subject to change, I acknowledge that revisions to the Handbook may occur, and that such revisions to the Handbook supersede, modify or eliminate existing policies.

Please sign and print name legibly:

Received by: _____ _____

Employee Printed Name Date

_____ _____

Employee Signature Date

Issued by: _____ _____

DRAFT UNTIL APPROVED BY FINANCE AND PERSONNEL COMMITTEE

CITY OF LA CROSSE EMPLOYEE HANDBOOK

POLICIES

JANUARY 01, 2026

Part Two

DRAFT UNTIL AP ND PERSONNEL COMMITTEE

Effective January 1, 2014

Amended 2/2014; 01/2015; 01/2016; 01/2017; 01/2018; 01/2019;

01/2020; 01/2022; 01/2023; 01/2024; 01/2025; 01/2026

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ATTENDANCE POLICY
NON-REPRESENTED EMPLOYEES

PURPOSE

This policy is to ensure that a consistent procedure is used by all city departments in the administration of attendance at work for non-represented employees.

ATTENDANCE

All employees will be required to be regular in their attendance and to meet normal attendance standards. For reporting purposes refer to below procedures. Three levels of attendance standards have been established ranging from exceeds to needs improvement. Each employee shall meet or exceed the standards. If an employee's yearly attendance, (i.e. June 1st through May 31st) falls below this expected level, they may not be eligible for a step increase and will be counseled and warned, and if the problem persists, the employee will be subject to disciplinary action.

For definition purposes, a day of absence means each individual day, or portion thereof, lost from work due to reasons other than:

- Accrued leave benefits: holidays; vacation; personal business; family care; bereavement.
- Leave without pay (LWOP) pre-authorized by Human Resources
    - Leave while on ICI,
    - Leave accommodation due to ADAAA,
    - Pre-planned leave for a newly hired employee as part of the employment offer,
    - 30-day leave of absence provision as contained within the Employee Handbook
- Paid administrative leave
- Flex time
- Military leave
- Family Medical Leave
- Jury or witness duty
- Injury suffered on the job
- Disciplinary action
- Health Care Provider excused illness or medical appointment of the employee when using paid leave

An occurrence is defined as each consecutive occasion that an employee misses work. Example: If an employee is off sick for two (2) consecutive days with the flu that would count as one (1) occurrence and two (2) days absence.

Any sickness or injury more than three (3) days duration must be verified by a physician's certificate. This certificate must state the kind or nature of the illness or injury and that the employee has been incapacitated for work for said period of absence.

Where the city has reasonable cause to suspect sick leave abuse exists, the city reserves the right to require reasonable medical substantiation, including a general diagnosis, for any and all prospective sick leave absences including those of three (3) or less workdays. Any and all medical substantiation,

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including physician certificate, required under this policy may bypass the employee's immediate supervisor and be directed to the City's Human Resource Department, if the employee desires.

REPORTING PROCEDURE FOR EMPLOYEES REQUESTING SICK LEAVE:

The Employee must:

- Personally notify his/her supervisor or their designee prior to the scheduled start of the shift. Exception – If the employee is incapacitated by a medical condition that would prevent him/her from making the call personally.

- Inform management of the general nature of the illness and expected date of return.

- Inform management if leave is for Family Care. Family Care days are deducted from accrued sick leave bank and are designated for injury/illness and medical/dental appointments of the employee's minor dependents.

- Keep management informed of changes effecting return to work date.

- Present acceptable medical substantiation upon return to work following more than three (3) consecutive scheduled workdays (2 shift days for Airport Operations Coordinators) off due to illness or injury. The medical substantiation must be presented to a Supervisor or Human Resources upon returning to work.

- For absences less than 3 days to be considered approved, acceptable medical substantiation must be presented to a supervisor or Human Resources by May 1st. Because attendance is a factor in an employee's performance evaluation, medical substantiation received beyond May 1st will not be considered with the exception of those employees with appointments/absences that occur in the last week of May for which they will have 1 week beyond May 31st to submit acceptable medical substantiation.

MEDICAL/DENTAL APPOINTMENTS:

If the work schedule allows, employees may use accrued sick leave for their medical/dental appointments as follows:

- The employee may use sick leave for the duration of the employee's medical/dental appointment, plus any travel time necessary to and from the appointment, (i.e., an employee has a doctor's appointment at 10:00 a.m. In order to make it there he/she requests to leave at 9:30 a.m. His/her appointment is completed at 11:00 a.m. He/she is expected to return to work immediately after the appointment, i.e., 11:30 a.m.).
- An employee will not be allowed to take the entire day off for an appointment, unless special circumstances warrant such as conditions which affect their ability to perform their job description's essential duties safely, effectively, or thoroughly.
- Sick leave is not intended to provide additional income to an employee, but as a substituted form of pay for time attending the employee's appointment. Sick leave may be used for the time period for which the employee's appointment falls during normal work hours, (i.e. the employee is scheduled for an appointment at 4:00 p.m. and ends at 5:00 p.m. The employee's normal scheduled workday would have ended at 4:30 p.m., so the employee would only be able to use sick leave from 4:00 p.m. – 4:30 p.m.).

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- Every effort should be made to schedule appointments during non-work time.
- For an approved absence while using sick leave, acceptable medical substantiation is required. Substantiation shall include the appointment date, employee name, start and end time of appointment, name/location of dental/health care facility, and signature of health care provider or official medical facility stamp.

Attendance Standards	Attendance Criteria
"Exceeds"	Three (3) days or less of absence 2 or 3 occurrences *Platoon Shift Employees (Airport & Fire)* Two (2) total shift days or less of absence 2 or less occurrences
"Meets"	4 to 7 total days of absence 4 occurrences *Platoon Shift Employees (Airport & Fire)* 3 total shift days of absence 3 occurrences
"Needs Improvement"	8 or more total days of absence 5 or more occurrences A noticeable pattern of absence is present *Platoon Shift Employees (Airport & Fire)* 4 or more total shift days of absence 4 or occurrences A noticeable pattern of absence is present

Employees must meet both criteria for each standard to be considered for that category. For example, if an employee has 2 occurrences each lasting 3 days (for a total absence of 6 days) the appropriate standard would be "Meets". A partial day absence shall be considered one day.

FALSE SICK REPORTS

Employees who feign illness or injury in order to use sick leave, or to avoid working assigned work, are subject to disciplinary action, up to and including discharge.

REPORTING LATE FOR WORK:

Employees failing to report for work at their scheduled start time will be considered late. Employees shall make every effort to notify their Supervisor or their designee if they are going to be late with their expected time of arrival to work.

[1] City of La Crosse Family and Medical Leave Policy as defined by Wisconsin and Federal Family and Medical Leave Acts, Definition of Physician/Health Care Provider, 2001: Health care provider. Acupuncturist, audiologist, Christian Science practitioner, chiropractor, D. O., D. D. S., D. P.M., health

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care provider in foreign country, hospice, inpatient care facility, MD., marriage and family counselor or therapist, nurse-midwife, nurse, optometrist, 0. T., P. T. psychologist, respiratory care practitioner, social worker, speech pathologist, or Wisconsin-licensed CBRF.

Revised 6-09-11; 1-1-12; 11-27-13; 8-2014; 3-11-15; 10-2015; 11-2016

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BONE MARROW AND ORGAN DONATION LEAVE POLICY

I. PURPOSE:

To describe the policies, procedures, and obligations of the City of City of La Crosse and the rights and obligations of employees under the Wisconsin Bone Marrow and Organ Donation Leave law.

II. ORGANIZATIONS AND PERSONS AFFECTED:

This policy applies to all City of City of La Crosse departments, boards, commissions, and employees.

III. POLICY:

Eligible employees may take up to (6) weeks of protected leave in a 12-month period necessary to undergo a bone marrow or organ donation procedure and to recover from the procedure. Leave will be calculated on a 12-month calendar year (January – December) period.

Bone Marrow or Organ Donation Leave will run concurrently with Federal and State Family and Medical Leave (FMLA). If an employee does not apply for family and medical leave and his or her leave usage appears to qualify for FMLA, the City shall notify the employee in writing that the leave will be classified as FMLA leave and run the benefits concurrently.

IV. REFERENCES:

Bone Marrow and Organ Donation Leave law (Section 103.11 Wis. Stats.)

V. PROCEDURES:

It is the policy of the City of City of La Crosse to grant up to six (6) weeks of Bone Marrow or Organ Donation Leave during any calendar year to eligible employees, in accordance with Section 103.11 of the Wisconsin Statutes. The leave may be paid, unpaid, or a combination of paid and unpaid, depending on the circumstances and as specified in this policy.

VI. ELIGIBILITY:

Employees are entitled to bone marrow and organ donation leave benefits if they have been employed by the City for at least 52 consecutive weeks and have worked for at least 1,000 hours during the 52 weeks prior to the start of the leave.

VII. AMOUNT OF LEAVE:

Eligible employees may take up to a total of (6) weeks of unpaid leave in a 12-month period only for the time necessary to undergo the bone marrow or organ transplant donation procedure and to recover from the procedure.

VIII. PAYMENTS ON BONE MARROW OR ORGAN DONATION LEAVE:

Employees may substitute, for portions of the bone marrow and organ donation leave, any accrued and unused paid leave provided to them by the City.

As with all leaves of absence, no employee may pursue or engage in employment when on bone marrow or organ donation leave.

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IX. NOTICE AND CERTIFICATION:

If an employee intends to take leave for the purpose of serving as a bone marrow or organ donor, the employee shall do all of the following:

1. Give their supervisor advance notice of the bone marrow or organ donation and submit a Family and Medical Leave Request Form ("request form") to the Human Resources (HR) department within a reasonable period of time, i.e., at least (2) weeks in advance of the leave if foreseeable. When the need for leave is not foreseeable, the employee must notify their supervisor and the HR department and thereafter submit the request form as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, it is considered practicable for an employee to provide notice of unforeseeable leave within the time prescribed by the City's usual and customary notice requirements applicable to that employee for such leave. Failure to give timely notice and/or submit the request form may result in the delay or denial of the leave and may subject the employee to discipline under City policies.

2. Make a reasonable effort to schedule the bone marrow or organ donation procedure and accompanying recovery period so it does not unduly disrupt the City's operations, subject to the approval of the health care provider of the bone marrow or organ donee.

3. Submit a Health Care Provider Bone Marrow and Organ Donation Leave Certification Form ("certification form"), completed by the health care provider, to the HR department within 15 days of commencing the leave if possible, or, when the employee cannot submit the certification form within 15 days of commencing the leave, as soon as practicable, certifying:

1. The donee has a serious health condition that necessitates a bone marrow or organ transplant;
2. The employee is under the health care provider's care, is eligible, and has agreed to serve as a bone marrow or organ donor for the donee; and
3. The amount of time expected to be necessary for the employee to be off from work for the bone marrow or organ donation procedure and to recover from the procedure

4. If the employee receives written notification that the certification form is incomplete and/or insufficient, the employee shall have seven days to cure the identified deficiencies. If an employee does not provide the required certification by the designated deadlines, or if the City determines that an employee is not eligible for the leave, the leave may <u>not</u> be designated as bone marrow and organ donation leave, and the employee may be subject to discipline under City attendance policies unless he or she uses accrued paid leave (like vacation) and/or is granted an unpaid leave of absence as may be permitted by City Policy.

5. An employee returning from bone marrow and organ donation leave must provide a "Fitness for Duty" statement signed by the health care provider.

6. Forms available through the HR department.

- Family and Medical Leave Request Form
- Health Care Provider Certification Form

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- Fitness for Duty Certification Form

X. HEALTH INSURANCE BENEFITS:

Group health insurance coverage will be maintained for employees while they are on bone marrow and organ donation leave, on the same terms as if the employee continued to work. The employee will be required to pay their regular portion of health insurance premium payments on a schedule established by the City.

The City may recover its share of health insurance premiums paid during a period of unpaid bone marrow and organ donation leave from an employee if the employee fails to return to work (for a minimum of 30 calendar days) after the expiration of the leave.

The City may discontinue health insurance benefits if the employee fails to make a premium payment within 30 days of the due date after providing written notice to the employee of the cancellation of coverage for non-payment.

XI. OTHER BENEFITS:

Qualified bone marrow and organ donation leave will not be counted as an absence under the City's attendance policy.

Other City benefits may be continued during periods of unpaid bone marrow and organ donation leave, and arrangements should be made for the employee's portion of the payments with the Employee Benefits Coordinator.

XII. FITNESS FOR DUTY AND RETURN TO WORK:

An employee returning from bone marrow and organ donation leave must provide a "Fitness for Duty" statement signed by the health care provider. An employee who fails to provide a Fitness for Duty statement may be prohibited from returning to work until it is provided. Failure to provide a Fitness for Duty statement may result in discipline up to and including termination. Upon return from bone marrow and organ donation leave, an employee shall be restored to their original position or, if the position is not vacant, to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. An employee may not be restored to their original or equivalent position if they are unable to perform the essential functions of their job because of a mental or physical condition.

XIII. COMPLAINT PROCEDURE AND ADMINISTRATIVE PROCEEDING:

An employee who believes their right to take bone marrow or organ donation leave has been violated should contact the Director of Finance, Deputy Director of Human Resources or their designee immediately and attempt to resolve the matter internally. Alternatively, or in the event the matter is not resolved following contact with the Director of Human Resources or their designee, the employee may, within 30 days after the alleged violation occurs or the employee should reasonably have known that the violation occurred, whichever is later, file a complaint with the Department of Workforce Development alleging the violation.

XIV. DEFINITIONS:

"Bone Marrow" has the meaning given in Section 146.34 (1) (a) Wis. Stats.
"Health Care Provider" has the meaning given in Section 103.10 (1) (e) Wis. Stats.

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“Organ” has the meaning given for “human organ” in Section 230.35 (2d) (a) 2 Wis. Stats.

01/01/17; R 01/01/2018

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CELL PHONE STIPEND POLICY

PURPOSE

- The City of La Crosse recognizes that the performance of certain job responsibilities may be enhanced by or may require the use of a cellular (cell) phone or a Smartphone. The IRS considers these devices to be "listed property." As such, IRS regulations (IRS Section 274(d)(4) require detailed record keeping including (a) the amount of the expense, (b) the time and place of the call, and (c) the business purpose for the call. The IRS can declare that all undocumented use of a cell phone is personal and should be taxed as wages, even if the majority of the calls are for business purposes.

- In order to comply with IRS rules regarding the taxable nature of cell phone usage by employees, the City of La Crosse will issue a cell phone stipend for those employees who hold positions where the duties of that position require the use of a cell phone. The benefits of such an approach include:

    1. A call log is not required;
    2. Monthly reporting is not required;
    3. A single phone may be used for both personal and business purposes.
    4. The stipend is not to be considered taxable income to the employee.

- This Stipend does not constitute an increase to base pay, and will not be included in the calculation of percentage increases to base pay due to annual raises, job upgrades, bonuses, benefits based on a percentage of salary, etc.

SCOPE

This policy applies to all City of La Crosse employees who will be receiving a stipend for their personal cell phone.

POLICY

Employees who hold positions that include the need for a cell phone to conduct city business as determined by the Department Head (see eligibility criteria below) may be eligible to receive a cell phone stipend to compensate for business-related costs incurred when using their individually-owned cell phones. The City will not own cell phones for the use of individual employees except in limited situations. Approval of a cell phone stipend requires recommendation by the Department Head, and approval by the Director of Information Technology and Director of Human Resources or their designee.

ELIGIBILITY

a. As determined by the Department Head, employees whose job duties include the frequent need for a cell phone may receive extra compensation, in the form of a monthly cell phone stipend, to cover business-related costs. An employee is eligible for a personal phone stipend if at least one of the following criteria is met:

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a. The job function of the employee requires considerable time outside of his/her assigned office or work area and it is important to the City/Department that s/he is accessible during those times;
b. The job function of the employee requires him/her to be accessible outside of scheduled or normal working hours where time sensitive decisions/notifications are required;
c. The job function of the employee requires him/her to have wireless data and internet access; and/or
d. The employee is designated as a "first responder" to emergencies.

b. An employee who only occasionally is contacted for business purposes is not eligible for a stipend.

c. An employee who receives “on call” pay is not eligible.

STIPEND PLAN:

a. If an employee meets the eligibility requirements for a cell phone, as outlined above, the Department Head submit their recommendation for the cell phone stipend by completing the Cell Phone Stipend Agreement and forwarding to Human Resources and Information Technology for approval. If approved by the Director of Human Resources or their designee and the Director of Information Technology the form will be provided to Finance for the stipend.
b. If approved, the stipend amount will be added to the employee's regular pay. In order to meet IRS guidelines, any amount added for cell phone equipment or for cell phone service will be identified as a non-taxable benefit.
c. The stipend will be paid as a flat rate per month, on the first pay period of each month, for the previous month’s service, based on the selected service and outlined below. The Department will pay only the agreed upon amount. “Previous month” shall be the month in which the employee was originally approved, via the Cell Phone Stipend Agreement.
d. The stipend allowance is neither permanent nor guaranteed. The City reserves the right to remove a participant from this plan and/or cancel the stipend for business reasons.
e. The amount of the stipend will be determined based on the type of plan required of the employee's position to perform his or her job responsibilities. Employee’s current cell phone must have the full capabilities of the recommended tier. The monthly stipend cannot exceed the employee’s monthly cell phone plan cost. If employee’s cell phone plan cost is less than the stipend amount for the required tier, the stipend will be paid at the next lower stipend amount. (For example, if an employee is required to have Tier 1 with a stipend of $35.00 per month but has a cell phone plan costing $20.00 per month, the stipend would be paid at $10.00 per month.) A tiered model includes the following options:
    1. Tier 1 – Voice & Carrier provided Data – $35.00 per month
    2. Tier 2 – Voice only, Or Voice and Text - $10.00 per month

f. If an employee's job duties do not include the need for a cell phone, the employee is not eligible for a cell phone stipend.
g. An employee may only receive one stipend (even if multiple phones are owned).

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h. An employee may be required to provide documentation of their current cell phone plan to the Director of Information Technology to determine if they are eligible for the requested tier.
i. This plan was revised with an effective date of July 1, 2019.

a. EQUIPMENT PURCHASE

The City/Department will not pay for the purchase of personal cell phones, activation fees or insurance.

b. OVERSIGHT, APPROVAL & FUNDING

a. The Department Head/designee is responsible for identifying employees who hold positions that include the need for a cell phone.
b. The Department Head's recommendation of eligible employees for the cell phone stipend is subject to approval by the Director of Information Technology and Director of Human Resources or their designee.
c. If approved, the Department Head/designee is responsible for overseeing employee cell phone needs and assessing each employee's continued need of a cell phone for business purposes. The need for a cell phone stipend should be reviewed annually by the Department Head, to determine if existing cell phone stipends should be continued as-is, changed, or discontinued.
d. Stipends are funded by the department submitting the request.

c. EMPLOYEES RIGHTS & RESPONSIBILITIES

- The employee acknowledges that their cell phone number may be shared internally via Intra-City telephone directories and on City emergency on-call lists as needed. The City will not share with the public employee cell phone numbers.

- The employee is responsible for purchasing a cell phone and establishing a service contract with the cell phone service provider of his/her choice. The cell phone contract is in the name of the employee, who is solely responsible for all payments to the service provider.

- Because the cell phone is owned personally by the employee the stipend provided is not considered taxable income and the employee may use the phone for both business and personal purposes, as needed. The employee may, at his or her own expense, add extra services or equipment features, as desired. If there are problems with service, the employee is expected to work directly with the carrier for resolution.

- The employee's cell phone is considered personal property. Should the cell phone malfunction, suffer damaged or is lost, the cost for repair or replacement is at the expense of the employee; or to the extent as covered under personal property replacement in the collective bargaining contract(s) if the damage/loss was work related.

- Support from the City's Information Technology (IT) Department is limited to for connecting a personally-owned PDA/Smartphone to City-provided services, including email, calendar, and contacts.

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- An employee receiving a cell phone stipend must be able to show, if requested by his/her supervisor, a copy of the monthly access plan charges confirming they continue to have a contract for the cell phone. If the employee terminates the wireless contract at any point, s/he must notify his/her supervisor within 5 business days to terminate the stipend.

- The City does not accept any liability for claims, charges or disputes between the service provider and the employee. Use of the phone in any manner contrary to local, state, or federal laws will constitute misuse, and will result in immediate termination.
- Any cell phone that has data capabilities must be secured based on current security standards including password protection and encryption.
- If a cell phone with data capabilities is stolen or missing, it must be reported to the employee's supervisor, the wireless device service provider, and to IT as soon as possible.
- Employees must comply with the City's IS policy when using their cell phone for business purposes.
- Employees are not required to perform work via their personal cell phone during non-work hours or off days and as such are not entitled to compensation or overtime for checking and responding to work related emails when off-duty.
- Employees are expected to delete all City data from the cell phone when their employment with the City is severed, except when required to maintain that data in compliance with litigation hold notice. The City reserves the right to request to verify that all City data is deleted.
- The City only has the right to view /City related work content which is limited to city email, city calendar, city appointments, and outlook contacts stored on the city network and servers. This can normally be accomplished via the City network without need for the actual device.
- The City does not use any other 3rd party applications for business purposes such as messaging apps, photos apps, video apps and/or other applications and has no expectation or right to monitor or view personal use of these applications on the employee's cellphone, unless authorized by law or as part of an internal or criminal investigation.

a. CITY -OWNED CELL PHONES

The City/Department may own and assign a limited number of cellular devices for emergency, disaster recovery, or for other business purposes as deemed necessary by the Department Head.

b. CANCELLATION

a. Any stipend agreement may be cancelled and/or suspended and stipend pro-rated for the month (based on weeks worked) if:

a. An employee receiving a cell phone stipend terminates employment with the City.
b. The employee changes positions within the City/Department which no longer requires the use of a cell phone for business reasons.
c. There is misuse/misconduct with the phone when conducting City business.
d. A decision by management (unrelated to employee misconduct) results in the need to end the program or there is a change in the employee's duties
e. The employee is off work for long-term medical, personal or administrative purposes and is no longer subject to needing cellular access for work purposes.
f. The employee terminates their personal cell phone contract for personal purposes.

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b. Canceling a cellphone stipend requires the completion of the Cell Phone Stipend Agreement form and entering in the “end” date and distributing as required.

01/29/2015; R 02/06/2015; R 11/06/2017; R 01/01/2018; R 07/01/2019

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CITY HALL SOLICITATION POLICY

WHEREAS, occasionally City Hall employees, while performing work for the City and during business hours of City Hall, are solicited by peddlers or solicitors as defined in ordinance 20.21 (B), and

WHEREAS, such solicitation by peddlers or solicitor as defined in Ordinance 20.21 (B) of sales of goods, wares or merchandise which are not being purchased by the City but by City employees for their personal use, is disruptive and reduces productivity of the employees.

IT IS THEREFORE established as a policy for City Hall that during regular City Hall hours and while such employees are engaged in their duties as a City employee, solicitation by peddlers or solicitors who are within City Hall doing such solicitation, unless prior permission is obtained from the Mayor or Director of Public Works after a determination has been made that such solicitation will not interfere with the work of the City employees.

The prohibition contained within this policy does not prohibit the solicitation for sales of goods, ware and merchandise that are purchased by the City for City purposes of those persons within City Hall that deal on a day-to-day basis with the purchase of goods, wares or merchandise for the City.

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ADOPTED BY THE BOARD OF PUBLIC WORKS March 27, 1992

CLASSIFICATION AND COMPENSATION PLAN

CLASSIFICATION PLAN

Section 1. Adoption of Classification Plan

The City will establish and maintain a Position Classification Plan. This position classification plan shall include all regular full-time and part-time positions in the City covered under the Employee Handbook, with the exception of LPPSA, LPPNSA, IAFF, and ATU positions. The classification plan shall be maintained, and reviewed at the time a vacancy occurs, to reflect the current responsibilities and requirements and other applicable factors for all covered City positions. For each position there shall be a written position or class description which will include the following:

a. Position or classification title;
b. FLSA status;
c. A position summary which explains the nature of the work responsibilities of the position;
d. The essential duties and responsibilities;
e. Position requirements such as the knowledge, skills, and abilities necessary for performance of the work;
f. A statement of the education, experience and training required, and desired (if different) for recruitment;
g. Specialized requirements such as licensures, certifications, or registrations; and
h. Physical requirements and working conditions in compliance with the Americans with Disabilities Act.

Section 2. Maintenance of Classification Plan

The Director of Human Resources shall be responsible for the preparation, administration, and maintenance of the classification plan to ensure that position classifications accurately reflect the essential duties and responsibilities, required knowledge, skills, and abilities, and other position requirements. Department Heads shall be responsible for notifying the Director of Human Resources of substantive changes in the nature of the duties, responsibilities, working conditions, or other factors affecting the classification of any existing position in their department.

The Director of Human Resources shall review and analyze changes in position classifications and determine whether the change in the nature or level of duties and responsibilities warrants a revision or reassignment of the position classification, establishing a new position classification to which the position is assigned, or taking other appropriate action.

The Director of Human Resources shall determine whether changes in a position classification warrants a review of the job evaluation points assigned to a position classification and if so, whether that review results in a change in the position classifications assigned grade in the Compensation Plan.

The Human Resources Department shall maintain all official position descriptions for all City positions.

Section 3. Classification of New Positions

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The Director of Human Resources shall be responsible for the process of analyzing and assigning new positions to existing position classifications or developing a new position classification and evaluating the new position classification for placement in the City's Compensation Plan. Evaluations of new positions and reclassification requests will be completed by an outside consultant. New positions must be approved by the Common Council. The Director of Human Resources shall be responsible for determining the qualifications and experience level of the new position, in consultation and review with the Department Head and Mayor. Requests for new positions must be submitted to the Director of Human Resources no later than July 1 for the next calendar year operating budget consideration. The Director of Human Resources has the discretion to bring recommendations forward to Common Council, based on position vacancies or reorganizations and budget allocation, for new position additions outside of the operating budget cycle based on department need.

Section 4. Amendments to the Classification Plan

The Common Council shall approve amendments to the Classification Plan by adding, changing, or deleting positions or classes of positions and salary grades based on internal analysis, market comparisons, authorized budget allocation and other relevant factors, based upon the Director of Human Resources recommendations.

Section 5. Use of the Classification Plan

The classification plan is used for the following:

A. As a guide for recruiting and determining eligibility of applicants for employment in City positions.
B. In determining lines of promotion and promotion eligibility.
C. Determining compensation levels for position classifications, and;
D. Providing uniform job terminology

Section 6. Administration

The City of La Crosse Common Council authorizes the Director of Human Resources to implement the Classification Plan.

Section 7. Request for Reclassification

Requests for reclassification of a position to a higher classification grade should be submitted, in writing, by the Department Head to the Human Resources Department. The request should include the specific reasons for the request for reclassification and must clearly demonstrate increased complexity and/or responsibility within their respective position. Upon receipt of the request the Director of Human Resources shall study the request and determine the merit of the request for reclassification. If the Director of Human Resources determines a reclassification is justified, a recommendation shall be presented to the Common Council. If approved by Common Council, the Director of Human Resources or their designee shall make the necessary changes to maintain a fair, equitable and accurate classification plan.

COMPENSATION PLAN

Section 1. Coverage of the Compensation

Employees shall be compensated in accordance with the Compensation Plan established by the City and adopted by the Common Council and administered by the Human Resources Department. Positions covered by LPPSA, LPPNSA, IAFF and ATU are not included in the City's Compensation Plan. The City shall develop and maintain a compensation plan based on equitable compensation

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relationships for all position classifications covered by the Compensation Plan in accordance with state and federal laws. The compensation plan shall include all regular full time and regular part-time position classifications covered under the Employee Handbook of the City.

Section 2. Objectives

The City recognizes that employees play a significant role in the provision of services in the community. The City strives to recruit and retain high quality employees to provide public services. The City has identified the following objectives in its Compensation Plan:

- Provide fair and equitable rates of pay to employees
- Develop a system that establishes a market rate and salary range for each position.
- Establishes rates of pay that allows the City to successfully compete for, recruit and retain qualified employees.
- Establishes a market position which is fiscally responsible with public resources.
- Ensures consistent administration throughout the City.

The City upholds the principal of equal employment opportunity (EEO), basing differentials in pay solely on qualifications, position responsibilities and individual performance without regard to non-position related attributes. No individual shall be discriminated against with respect to compensation because of race, color, creed, religion, political affiliation, sex, age, national origin, sexual orientation, marital status, veteran's status, disability or any other group or class against which discrimination is prohibited by state or federal law.

Section 3. Compensation Plan

The compensation plan is designed to establish and maintain a salary structure which attracts, motivates, recruits and retains qualified employees and is competitive with the local labor market. These objectives are accomplished through the use of:

- Formal job evaluation system.
- Competitive compensation structure with salary increases based on factors as determined by the Common Council.
- The compensation plan will consist of salary grades with an established minimum, midpoint, and maximum rate. Position classifications will be placed in a salary grade based on the formal job evaluation ranking of the position classification and upon market considerations.
- The overall compensation plan (pay and benefits) will be reviewed and evaluated on an annual basis. Recommended changes shall be communicated to the Common Council and employees.
- The overall compensation (pay and benefits) may be limited by budgetary constraints (available revenues) and be structured accordingly.

The compensation plan is structured with twenty (20) grades with an approximate seven (7%) percent spread between grades. With the exception of Grade 5 which has an approximate ten (10%) percent spread between grades and Grade 9 which has an approximate four (4%) percent as adopted in the Pay and Class study conducted in 2022. Each grade is comprised of eleven (11) steps with a 2.75% spread between steps.

Section 4. Maintenance of Compensation

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The Director of Human Resources or their designee shall review the status of the compensation plan annually and evaluate any amendment(s) necessary to maintain an up-to-date and competitive compensation structure.

The Director of Human Resources or their designee, in consultation with the Mayor, shall make recommendations for modifications to the plan to the Common Council based upon a study of local economic conditions, the financial state of City government, and market conditions of position classifications and other relevant factors deemed appropriate for consideration.

Section 5. Payment at Listed Rate
All employees covered by the compensation plan shall be paid within the pay range established for their respective position classification.

Section 6. Rate of Pay upon Hire (New employee)
Employees will start at the Minimum Rate of the Pay Grade if the employee has the minimum skills and abilities required in the job description. The hiring supervisor, with the approval of the Human Resources Director, can start experienced individuals up to Step 6. Any requests for placement above Step 6 may occur only with the approval of the Common Council. Exceptions to this Step 6 limitation will be granted for public safety command positions, IT positions and Attorney positions. These positions may hire above Step 6 without Council approval.

Human Resources shall consider internal equity of incumbent employees in the classification and department when making an employment offer for compensation above the minimum rate established for the classification. The salary may not exceed the maximum rate of the range of the salary grade to which the position is assigned.

A starting wage above step 6 (midpoint) in the compensation plan for "new employees" shall require the approval of the Common Council upon the recommendation of the Director of Human Resources, the Department Head and the Mayor. The compensation level of current employees in the same classification will not be increased to provide a higher rate of pay for a new hire. Department Heads are not authorized to present compensation offers to potential candidates. It is the responsibility of the Human Resources Department to present all employment offers to potential employees, including wage and benefit levels.

Section 7. Salary Adjustments
The Director of Human Resources or their designee shall be responsible for implementing all salary adjustments. Employees shall be advised of all salary changes. Salary adjustments may occur as a result of the following:

I. **Across the Board Increase:** The Common Council may grant an across-the-board adjustment each fiscal year based on the recommendation of the Director of Human Resources or their designee and the Mayor, and budgetary considerations. The increase shall be applied to the midpoint (step 6) of each grade; the remaining steps are calculated from the midpoint, maintaining a 2.75% differential between steps. Subject to funding, changes to the compensation plan shall take effect on the first full pay period in January of each year.

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II. **Step Increase:** Step increases for those employees who have not reached the maximum of the range assigned to their position may be authorized by the Common Council. Annual performance will be the determining factor for a step increase. Employees who leave City employment prior to the first day of the pay period of the first full pay period in July are not be eligible for a step increase or stipend.

III. **Demotion – Performance Related:** An employee may receive a decrease in salary due to a demotion to a lower-level position assigned to a lower salary grade. The new salary must fall within the range of the new position classification and be an established step within the salary grade.

IV. **Promotion:** The salary of an employee promoted, or assigned an interim appointment, will be placed at the Minimum Rate of the new salary range; OR the step closest that provides a 5.5% increase, if over the Minimum Rate. There may be situations in which a 5.5% increase may be insufficient, and compression may be a problem. In those situations, the Human Resources Director may grant up to 10% to alleviate a compression situation. Consideration for an exception shall include current market of qualified candidates for the position and delayed eligibility for step increase of more than 16 months. The new salary must fall within the range of the new position classification and be an established step within the salary grade. Promotion or interim assignment may only occur when a position is vacated. At the completion of the interim assignment the employee would return to their former position, at the step they would have been placed at had they remained in the position.

V. **Reclassification:** When a position is reclassified resulting in the assignment of the position to a different salary grade, the Director of Human Resources or their designee has the discretion to adjust the salary upward, provided that the adjusted salary does not exceed the maximum of the new salary range. The salary will be adjusted by placing it in the step which is closest to, or equal to, the employee's current rate however it shall not result in a pay decrease. In cases where the current salary is below the minimum of the new grade the salary shall be brought up to the minimum of the new salary grade. Employees who experience a *negative* change in pay grade as a result of reclassification may not experience a reduction in pay. If the employee's present pay falls within the new range, the employee will be placed in the new range at the step closest to their current pay, without a decrease. If the employee's current pay exceeds the new range maximum, the employee will maintain their current rate of pay however would not be eligible for further base-accumulating pay increases until his/her pay is again within the pay rage for the new position.

VI. **Transfer:** The Director of Human Resources or their designee may adjust the salary of an employee transferred to a new position based on qualifications and relevant prior experience, within the established pay grade. Human Resources shall consider internal equity of incumbent employees in the classification and department when making an employment offer for compensation above the minimum rate established for the classification. Employees who transfer to a position with the same job title shall receive no adjustment in base pay.

Section 8. Performance Evaluations and Step Increases

Performance evaluations are conducted on an annual basis to provide a planned and orderly means of evaluating individual performance. The performance evaluation provides an opportunity for performance feedback and to establish goals and objectives for the upcoming performance period. It is meant to improve employee performance at virtually any level of performance. The following principles shall be followed for the administration of the performance evaluation program:

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1. Step increases are subject to funding by Common Council through the budgetary process.
2. Subject to funding and eligibility requirements for step increases, step increases shall be effective the first full pay period in July.
3. Performance evaluations shall be conducted annually and shall serve the evaluation period of June 1 (previous year) through May 31 (present year). Human Resources will provide Performance Evaluation forms to be used in evaluating employee's performance. All evaluations must be received in Human Resources by the end of June. Failure to do so will result in the delay of the step increase for the employee.
4. An employee must receive an overall rating of "exceptional", "exceeds expectations" or "meets expectations" to be eligible for a step increase. Progression shall be limited to one step. When an employee reaches the maximum rate of their pay grade (step 11), they will receive the equivalent annual increase in the form of a lump sum, non-base building payment, subject to Common Council funding. The stipend shall be received in the paycheck representing the first full pay period in July. Employees who leave City employment prior to the first day of the pay period of the first full pay period in July are not eligible for a step increase or stipend.
5. The responsibility for conducting performance evaluations is delegated to the employee's immediate supervisor. The Department Head is responsible for reviewing the completed performance evaluations to ensure accuracy and consistency within the Department. The Human Resources Department will review all evaluations to ensure consistency city-wide.
6. Department Heads will be evaluated in a closed session by the Mayor and designated member(s) of the Executive Committee. Members of the Common Council may provide written input to the evaluators. While in closed session only the Mayor and member(s) of the Executive Committee may participate in the performance evaluation.
7. Guidelines for conducting effective performance reviews are available in Human Resources.
8. The original performance evaluation, as well as employee self-evaluation or comments, shall be maintained in the employee's personnel file.
9. All personnel should understand clearly that step increases are based upon performance and not upon the mere passage of time.
10. If no increase has been recommended, the reason for this will be communicated to the employee by their immediate supervisor. A performance improvement plan will be initiated with the assistance of the Director of Human Resources.
11. Any new, transferred or promoted employee placed into their position on or after January 1 will not be eligible for the initial step advancement.

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Section 9. Effective Date of Salary Changes

Salary changes shall become effective on the date of the transfer, promotion, or demotion, and if possible, occur on the first day of a pay period.

Section 10. Advance on Wages

There shall be no advance on wages and no paycheck will be released early.

Section 11. Amendments to the Compensation Plan

The Common Council reserves the right to modify or eliminate all or any portion of the Compensation Plan at any time.

Effective Nov. 2014; R 03/2015 R 02/2017; R 01/01/2018; R 01/01/2023; R 01/01/2024; R 01/01/2025

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CODE OF ETHICS POLICY

2. DEFINITIONS

A. Anything of value - means any money or property, favor, service, payment, advance, forbearance, loan or promise of future employment, but does not include compensation and expenses paid by the City, fees, honorariums and expenses which are permitted and reported under Section 19.56, Wis. Stats., political contributions which are reported under Chapter 11 of the Wisconsin Statutes, or hospitality extended for a purpose unrelated to city business by a person other than an organization.

B. Public Employee - means any person excluded from the definition of a public officer who is employed by the City of La Crosse.

C. Public Officer - means all City officers as defined in Section 62.09 under Wisconsin Statutes and all members of Boards, Commissions and Agencies established or appointed by the Mayor or Common Council, whether paid or unpaid.

3. DECLARATION OF POLICY.

It is declared that high moral and ethical standards among City officers and employees are essential to the conduct of good representative government and that a Code of Ethics for the guidance of Public officers and employees will help them avoid conflicts with improved standards of public service and will promote and strengthen the confidence of the residents of this City in their public officers and employees.

4. STANDARDS OF CONDUCT.

There are certain provisions of the Wisconsin Statutes which should, while not set forth herein, be considered an integral part of any Code of Ethics.

Accordingly, the provisions of the following sections of the Wisconsin Statutes are made a part of this Code of Ethics and shall apply to public officers and public employees whenever applicable, to-wit:

Section 946.10 - Bribery of Public Officers and Employees
Section 946.11 - Special Privileges from Public Utilities
Section 946.12 - Misconduct in Public Office
Section 946.13 - Private Interest in Public Contract Prohibited

5. DISCLOSURES.

In addition to the foregoing statutory provisions, the following disclosure and related requirements are hereby established:

a) Disclosure of interest in legislation - To the extent that he knows thereof a member of the Common Council and any public officer or employee of the City of La Crosse, whenever paid or unpaid, who participates in the discussion or gives official opinion to the Council on any legislation before the Council, shall

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publicly disclose the nature and extent of any direct or indirect financial or other private interest he has in such legislation.

b) Disclosure of interest in other matters - To the extent that he knows thereof a member of a Board, Commission or Agency and any other public officer or public employee of the City of La Crosse, whether paid or unpaid, who participates in discussion or gives official opinion to any such Board, Commission or Agency on any matter before it, shall publicly disclose the nature and extent of any direct or indirect financial or other private interest he has in such matters.

c) Confidential Information - No public officer or employee may intentionally use or disclose information gained in the course of or by reason of his or her official position or activities in any way that could result in receipt of anything of value for himself or herself, or his or her immediate family as defined by Section 19.42, Wisconsin Statutes, or for any other person or organization, if the information has not been communicated to the public or is not public information.

d) Special Privileges - No public officer or employee may use or attempt to use his public position to influence or gain unlawful benefits, advantages or privileges for himself or others.

e) Conduct after termination of Employment - No public officer or employee, after the termination of service or employment with the City, shall appear before any Board or Agency of the City of La Crosse in relation to any case, proceeding or application in which he personally participated during the period of his service or employment, or which was under his active consideration.

E. **GIFTS AND GRATUITIES.**

- No public officer or employee shall receive or offer to receive, either directly or indirectly, any gift, gratuity, or anything of value which he is not authorized to receive from any person, if such person:

A. Has or is seeking to obtain contractual or other business or financial relationships with such public employee's employer or the governmental body of the public official; or

B. Conducts operations or activities which are regulated by such public employee's employer or the governmental body of a public official; or

C. Has interests which may be substantially affected by such public employee's employer or the governmental body of the public official. The receipt of any gift, gratuity, or anything of value as denoted above is contrary to the public policy of the City of La Crosse.

- The following is the policy to be followed in determining whether or not public officer or employees of the City of La Crosse may attend as a guest:

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1) It will be the choice of the official or employee to accept or not accept guest status when such individual is the primary speaker or on the program agenda as a participant in the program;

2) It will be the choice of the official or employee to accept or not accept guest status when such individual is honored for distinguished service;

3) It will be the choice of the official or employee to accept or not accept guest status when he attends functions in other capacities than that as an elected official or as an employee of the City.

4) It will be the choice of the official or employee to accept or not accept a meal at meetings which are instructional and job-related and if the employee or official chooses to accept a meal, the cost of such should be submitted to the City of La Crosse for payment.

A. DISTRIBUTION OF CODE OF ETHICS.

- ✓ The City Clerk shall cause to be distributed to each public officer and employee a copy of this Code of Ethics before entering upon the duties of his office or employment.

- ✓ Each public officer, the President of the Common Council, the Chairman of each Board, Commission or Agency and the Head of each Department, shall between January 1st and January 31st, each year, review the provisions of this Code himself and with his fellow Council, Board, Commission, Agency members or Subordinates as the case may be, and certify to the City Clerk by February 15th that such annual review has been undertaken. A copy of this Code shall be continuously posted on each department bulletin board wherever situated.

B. ETHICS BOARD.

A. Membership.

a) The Ethics Board shall be composed of five (5) voting members. The members shall be citizens chosen from the private sector who shall not have an affiliation with city government in any capacity. The members shall be appointed by the Mayor with the approval of the majority vote of the City Council.
b) Terms of office of the citizen members shall be three years, except that when the initial appointments are made, one (1) member shall be appointed for one year, two (2) for two years and two (2) for three years.

B. Creation and Composition of the Ethics Board.

A. The Ethics Board shall have its own Chair and Vice Chair.
B. The City Attorney shall furnish the Ethics Board whatever legal assistance, which may become necessary. The Ethics Board may determine the need for private counsel.

C. Duties and Powers.

1. Advisory Opinions. Any person governed by this code may apply in writing to the Ethics Board for an advisory opinion. Applicants shall present their interpretation of the facts at issue and of the applicability of the provision of this code before the advisory opinion is rendered. All opinions shall be in writing and adopted by the Ethics Board by resolution. The Ethics Board's

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deliberations and action upon such applications shall be in meetings not open to the public, but notice of such meetings shall be given pursuant to s. 19.84, Wis. Stats. Record of the Ethics Board opinions, opinion request and investigations of violations may be closed to public inspection, as permitted by Chapter 19, Wis. Stats. The Ethics Board, however, may make such records public with the consent of the applicant.

C. Complaints.

A. The City Clerk shall accept from any person, except a member of the Ethics Board, a signed original complaint that states the name of the official or employee alleged to have violated this code and that sets forth the material facts involved in the allegation. The City Clerk shall forward the original complaint to the Ethics Board Chair within three (3) working days.

B. Time Limitations. No action may be taken on any complaint that is filed more than one (1) year after a violation of the Ethics Code is alleged to have occurred.

D. Ethic Board Procedures. Following the receipt of a complaint:

1. The Ethics Board shall notify the accused within ten (10) calendar days.
2. The Ethics Board shall convene within 20 calendar days.
3. The Ethics Board may make preliminary investigations with respect to alleged violation of this code. A preliminary investigation shall not be initiated unless the accused official or employee is notified in writing within ten (10) calendar days from the initial meeting. The notice shall state the purpose of the investigation and the individual's specific action or activities to be investigated.
4. The Ethics Board shall make every effort to conclude within one hundred twenty (120) calendar days.

E. Hearings. If the Ethics Board finds that probable cause exists for believing the allegations of the complaint, the Ethics Board may issue an order setting a date for a hearing. If the Ethics Board elects to hold a hearing, the Ethics Board shall give the accused at least twenty (20) calendar days notice of the hearing date. Such hearing shall be conducted pursuant to the contested case hearing requirements of Chapter 227 Wis. Stats., at open session unless the accused petitions for a hearing closed to the public and good cause to close the hearing is shown.

F. Right of Representation. During all states of an investigation or proceeding conducted under this section, the accused or any person whose activities are under investigation is entitled to be represented by counsel of personal choice and at personal expense.

G. Due Process. The accused or his/her representative shall have an adequate opportunity to:

A. Examine all documents and records to be used at the hearing within a reasonable time before the date of the hearing as well as during the hearing.
B. Have witnesses heard.
C. Establish all pertinent facts and circumstances, and
D. Question or refute any testimony or evidence, including the opportunity to confront and cross-examine adverse witnesses.

H. Power to subpoena and administer oaths. The Ethics Board shall have the power to administer oaths and compel the attendance of witnesses by issuing subpoenas as granted other Boards and Commissions.

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I. Vote of the Ethics Board. The majority vote of the Ethics Board shall be required for any action taken by the Ethics Board.

J. Evidentiary Standard. If the recommendation is that a violation of the ethics code has occurred, the Ethics Board must be convinced by clear and convincing evidence that such violation occurred.

K. Violations.

1) If the Ethics Board finds that a violation of the ethics code has occurred, the Ethics Board shall report their findings in writing to the City Council, complainant, and accused, through the City Clerk, within ten (10) working days after reaching a conclusion.
2) If the Ethics Board determines that an official or employee has violated any provision of this code, the Ethics Board may, as part of its report to the City Council, make any of the following recommendations:
   A. In case of an official who is an elected City Council Member, that City Council considers sanctioning, censuring or removing the person.
   B. In the case of a citizen member or other elected or appointed City officer, that the City Council consider removing the person from the committee, board or office.
   C. In the case of an employee, that the employee's appointing authority consider discipline up to and including discharge of the employee.
   D. That the City Council consider imposing a civil forfeiture in an amount not exceeding $1,000 for each offense.

3) If the Ethics Board finds that no violation has occurred, the Ethics Board shall notify the complainant, the accused, and City Clerk in writing within five (5) working days.

L. Penalties.

- If the Ethics Board files a report with the City Council finding that an official or employee has violated the Ethics Code, such report shall be referred to the Judiciary and Administration Committee for a report. The Judiciary and Administration Committee may recommend to the City Council a penalty for the violation and/or recommendation that a hearing be held on the issue of the penalty. If a hearing is recommended by the Judiciary and Administration Committee, then the Mayor shall schedule a hearing before the City Council and cause notice to be mailed to the interested parties including the person or persons accused of the violation at least ten (10) days prior to the date set for the hearing. At the hearing, the evidence in support of the penalty recommendations by the Ethics Board an/or Judiciary and Administration Committee shall be presented by the City Attorney or by a member of the City Attorney's staff. The accused, who may appear in person or who may be represented by an attorney, shall be entitled to present the City Council such evidence as may be relevant, competent and material in regard to the penalty for the violation.
- Upon completion of the hearing or other proceeding by the City Council, judgment shall be entered by the City Council determining the penalty for the Ethics Code violation found by the Ethics Board and may include a recommendation of discipline of the person to his/her appointing authority up to and including discharge from employment or removal from office, in accordance with Chapter 17 of the Wisconsin Statutes.
- Any person violating the Code of Ethics may be subject to a forfeiture of not less than $100 nor more than $1,000 for each offense. (3rd Am. Ord. #4324 recreated 3/9/06)

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POLICY ON COMPUTER SURVEILLANCE

It is the intent of this policy to establish a process for the investigation of computer related misconduct by city employees.

Currently over four hundred (400) city employees have access to the VOIP, internet and the city's network while at work and some have access while at home. In the interest of protecting confidential and proprietary information, the city has computer forensics capability on the city's internal/external computerized communication equipment, cellular phones, laptops, desktops, and all other network information systems, which allows the city to monitor technology use by city employees.

Three persons are charged with the responsibility to protect the integrity of the city's internal/external computerized communication and data information systems, (to include VOIP), from inappropriate, illegal, and/or prohibited use. City officials and employees that believe the city's information technology policy is or has been violated shall notify one or more of the following: the Director of Human Resources, the City Attorney, or the Director of Information Technology.

In situations where one or more of the above referenced individuals is made aware of an example or circumstance in which there is reasonable suspicion to believe that the city's internal/external computerized communication and data information systems are being used in violation of city policy, such information shall be evaluated by Director of Human Resources, in consultation with the City Attorney and the Director of Information Services and Technology. If the Director of Human Resources is suspected of violating the city's information technology policy, then the City Attorney shall evaluate the circumstances with consultation from the Director of Information Technology. If the City Attorney is suspected of violating the city's information technology policy, then the Director of Human Resources shall evaluate the circumstances with consultation from the Director of Information Technology. If the Director of Information Technology is suspected of violating the city's information technology policy then the Director of Human Resources shall evaluate the circumstances with consultation from the City Attorney. In any cases where such persons believe that reasonable suspicion of a policy violation exists, a targeted investigation may be authorized.

The City reserves the right to conduct random investigations into employee's use of the city's internal/external computerized communication and data information systems without reasonable suspicion as directed by the Director of Human Resources upon consultation with the City Attorney and Director of Information Technology described herein.

R 1/2018

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DRESS FOR YOUR DAY GUIDELINES

Dress for Your Day provides employees with the flexibility to choose appropriate and professional work attire based upon their workday and anticipated meetings with customers. Employees will be expected to use good judgment when deciding what to wear to work using basic guidelines. These guidelines are intended for non-uniformed office workers at City Hall and other City office settings. These dress standards do not apply to those employees working in the field.

Dress for Your Day work attire is intended to be relaxed when employees have a workday that does not include meetings with external customers, clients, vendors, or the like. The expectation is that employees will wear professional clothing appropriate for the nature of our business and the type of work performed. We all share in the responsibility to portray a positive image for the City, and Department Heads are responsible for fairly and consistently administering these guidelines as described below.

<u>Guidelines for types of attire to avoid:</u>

1. Sweatshirts or sweatpants
2. Shorts
3. Tank tops (worn alone), crop/halter tops, graphic t-shirts
4. Ripped jeans, revealing clothing
5. Exercise wear
6. Clothes with holes, frays or stains
7. Leggings with short tops or wild patterns
   Rubber soled flip-flops

Please keep in mind that we all share in the responsibility to portray a positive image for the City, and managers are responsible for fairly and consistently administering these guidelines. (Rule of thumb: if in doubt whether something is appropriate, err on the side of caution and keep it for the weekend!)

We appreciate your cooperation in maintaining the City's positive and professional image every day—not only by your attire, but by your positive attitude and service.

03/2022

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DRUG FREE WORKPLACE POLICY

(Excluding Transit and Fire)

This policy is established to ensure a safe, healthy, and productive work environment and to deter drug usage, sale, or possession by city employees in the workplace. The goal of the City of La Crosse is to achieve a drug-free workplace.

PLEASE TAKE NOTICE that due to the Drug-Free Workplace Act of 1988, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace of the City of La Crosse.

PLEASE TAKE FURTHER NOTICE that all employees of the City of La Crosse shall abide, as a condition of employment, by the terms of this notice. Employees who are convicted of any criminal drug statute violation occurring in the workplace of the City of La Crosse must notify, in writing, the City of La Crosse Director of Human Resources or their designee, City Hall, 400 La Crosse Street, La Crosse, Wisconsin 54601, no less than five (5) days after such conviction.

Failure to comply with the above requirement shall be grounds for appropriate disciplinary action against such employee up to and including termination. Additionally, such employee may be required to satisfactorily participate in a drug abuse assistance or rehabilitation program. Employee assistance programs are available to all city employees.

For purposes of this notice, “controlled substance” means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812); “conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal statute involving the manufacture, distribution, dispensation, use or possession of any controlled substance; “criminal drug statute” means a criminal statute involving the manufacture, distribution, dispensation, use or possession of any controlled substance; “city employee” includes all full time and part-time union or non-represented, non-supervisory, supervisory and managerial employees employed by the City of La Crosse. “The workplace of the City of La Crosse” means all areas and property in which the City maintains control including the operation of city vehicles, all equipment, buildings, parking lots, structures or other real property owned, leased or otherwise used or operated by the City. This would also include any location where an employee is conducting city business. This policy would be applicable for all employees while on duty.

PLEASE BE FURTHER ADVISED that a drug-free workplace awareness program will be conducted in the near future to inform all city employees about the dangers of drug abuse in the workplace, the City of La Crosse’s policy of maintaining a drug-free workplace, available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations occurring in the workplace while on duty.

The above requirements shall take effect May 1, 2001.

R 01/01/2018

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EMPLOYEE IDENTIFICATION CARD PROGRAM

POLICY STATEMENT

The purpose of having an employee identification card program is to enhance customer service by providing a welcoming environment for the public to interact with City employees. Additionally, an employee identification card program can assist in providing safety for the public and a safe working environment for the employees of the City of La Crosse. This policy is not intended to lessen City employee access to City facilities, but for the purpose of providing enhanced security and to aid in the public's recognition of those employees that serve the public in various functions.

EMPLOYEE RESPONSIBILITIES

All full-time, permanent part-time and other designated City employees will be issued an employee ID card to be used during their employment with the City. All office personnel are required to wear their ID cards during the work day either clipped on or hanging from a lanyard. Employees that conduct City business outside on private property, including businesses and schools are required to wear their ID cards during their visits. All laboring positions or positions where wearing the City issued I.D. causes a safety concern are required to have their city issued ID cards on their person during the workday in a wallet or other safe place that does not interfere with work. Police and fire personnel including airport employees shall wear identification badges pursuant to existing department policies. When employees are not at work, they should take off their ID card.

MANAGEMENT RESPONSIBILITIES

It shall be the responsibility of all management personnel to ensure compliance with the employee identification card program. The Director of Human Resources or their designee shall implement procedures to ensure that compliance occurs.

EFFECTIVE DATE

The employee identification card program described herein shall become effective September 23rd, 2002, and revised effective August 4, 2006.

R 12/2/13; R 01/01/2018

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FAMILY AND MEDICAL LEAVE POLICY

A leave of absence for birth, adoption, or foster care placement; employee medical/illness; or family medical illness that is determined to be a serious health condition is available to employees as specified below. In addition to Family and Medical Leave a provision is provided for Military Family Leave for a qualifying exigency and to care for a seriously ill/injured military member (see attached policy). The intent of this policy is to comply with both the Wisconsin and Federal Family and Medical Leave Acts. Should this policy conflict in any way with the applicable Federal and State statutes or regulations, the statutes or regulations shall control. In addition, the employer-provided leaves of absence will run concurrently, and are not to be taken in addition to, the statutory leaves provided for under the Wisconsin and Federal Acts. All or part of this leave may be paid in certain instances. Use of authorized leave in conformance with this policy will not provide the basis for any adverse employment decision with respect to any employee, including decisions related to compensation or discipline. Employees must follow the same sick leave call-in procedures to be eligible for FMLA.

For purposes of ease and understanding, this Family and Medical Leave policy is divided into two sections as follows:

1. General Requirements for Family and Medical Leave (page 1 – 10)
2. General Requirements for Military Family Leave (page 11 - 17)

I. GENERAL REQUIREMENTS FOR FAMILY AND MEDICAL LEAVE:

A. Eligibility: Eligibility requirements vary between Wisconsin FMLA and Federal FMLA. Such eligibility is for request of birth, foster care placement, or adoption leave; family medical illness leave; or employee medical illness leave as provided under this policy.

1. To be eligible under Wisconsin FMLA (WFMLA) the employee must meet each of the following criteria:
   - Must have worked for the City for more than 52 consecutive weeks
   - Must have worked for at least 1000 hours during the 52-week period preceding the beginning of the leave. You may include vacation, sick leave, and other paid leave to count toward the minimum 1000 hours.

2. To be eligible under Federal FMLA (FMLA) the employee must meet each of the following criteria:
   - Must have worked for the City for at least 12 months (need not be consecutive, however within the last 7 years of actual work. 12 months is calculated via a look back of 12 months in reverse chronological order up to a period of 7 years)
   - Must have worked for the City for at least 1250 hours of service during the 12 month period preceding the beginning of the leave. Count only actual hours worked.

B. Length of Leave: Generally, no employee may take more than twelve (12) weeks in a calendar year for any one leave or combination of leaves for birth, foster care placement, or adoption leave; family medical/illness leave; or employee medical/illness leave. (Note: two weeks of leave are available under State law for the serious illness of a parent-in-law, domestic partner, or domestic partners' parent). Leave will be calculated on a 12-month calendar year (January – December) period.

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If the leave qualifies as both a City-provided leave, and FMLA and/or WFMLA leave, the leaves will run concurrently. (For example, City sick leave used for a serious illness of an employee qualifies as employee medical/illness leave under State and Federal law and, as such, shall be deducted from an employee's leave entitlement under State and Federal laws.)

If an employee does not apply for family and medical leave and his or her leave usage appears to qualify for FMLA or WFMLA, the City shall notify the employee in writing that the leave will be classified as FMLA leave and run the benefits concurrently.

***If, after exhausting the family and medical leave entitlement, the employee has additional accrued leave available, employee will be allowed to continue leave utilizing remaining accrued leave.*

C. Partial Absence or Intermittent Leave: For employees using partial absence or intermittent leave, the specific amount taken will be deducted in increments of not less than fifteen minutes for purposes of computing leave taken and leave remaining. If partial absence or intermittent leave is taken while on WFMLA, the employee may be temporarily transferred to an alternative position that better accommodates recurring periods of leave, however it shall be with the employee's approval. Once WFMLA is exhausted, the employer may require a temporary transfer to another position while leave is under the Federal FMLA.

D. Definitions:

1. **12-month period/calendar year**. 12-month calendar year (January – December).

2. **Health care provider.** Acupuncturist, audiologist, Christian Science practitioner, dentist, chiropractor, D. O., D. D. S., D. P.M., health care provider in foreign country, hospice, inpatient care facility, MD., marriage and family counselor or therapist, nurse-midwife, nurse, optometrist, 0. T., P. T. psychologist, respiratory care practitioner, social worker, speech pathologist or Wisconsin-licensed CBRF, podiatrist, clinical psychologist, and professional counselor.

3. **In loco parentis.** "In loco parentis" means an individual, other than a parent, who acts in the parent's place and has day-to-day responsibilities to provide care or financially supports the child, including providing for the child's needs and making decisions regarding the child's welfare.

4. **Spouse** – A husband or wife as defined or recognized under state law for purpose of marriage includes common law marriage and same sex marriage regardless of where they live.

5. **Child** - Biological, adopted, foster child, stepchild, ~~or~~ legal ward or child for which employee stands "in loco parentis" who is under eighteen (18) years of age; or eighteen (18) years of age or older and incapable of self-care at the time leave is to commence because of a "physical or mental disability." A "physical or mental disability" is a physical or mental impairment that substantially limits one or more of an individual's major life activities.

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For purposes of the Wisconsin FMLA, however, a child over 18 must be incapable of self-care because of a serious health condition.

6. **Parent** - Biological, adoptive, step, foster parent or parent who stood “in loco parentis" to the employee when the employee was a child.

7. **Parent-in-law -** Spouse’s parent - two (2) weeks (Wisconsin FMLA– not included within the 12-week Federal FMLA limit). Includes domestic partners’ parents.

8. **Domestic Partner** – two (2) weeks (Wisconsin FMLA) Same sex couples and opposite sex couples
    a. That meet the following criteria: at least 18 years of age and capable of consenting to the relationship, not married to, or in a domestic partnership with another individual, they must share a common residence, they must not be related by blood in a way that would prohibit marriage under Wis. Stat. 763.03, they must consider themselves to be members of each other’s immediate family; and they must agree to be responsible for each other’s basic living expenses.

E. Serious Health Condition. Under this policy a “serious health condition” is a disabling physical or mental illness, injury, impairment, or condition involving any of the following:

    a. Inpatient care (i.e., an overnight stay) in a hospital, hospice, nursing home or residential medical care facility, including any period of incapacity defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom, or any subsequent treatment in connection with such inpatient care; or

    b. Outpatient care requiring continuing treatment or supervision by a health care provider: direct, continuous and firsthand contact by a health care provider subsequent to the initial outpatient contact. A serious health condition involving continuing treatment (defined as a period of incapacity of more than 3 consecutive days or treatment by the health care provider within 7 days from the onset of the incapacity, and at least two visits with a health care provider within 30 days of the first day of incapacity) by a health care provider includes any one or more of the following:
        i. A period of incapacity i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom, and any subsequent treatment or period of incapacity relating to the same condition that also involves:
            a. Treatment two or more times, (see definition above) by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (i.e., physical therapist) under orders of, or on referral by, a health care provider, or
            b. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment (see definition of Treatment on page 4) under the supervision of the health care provider within the 30 day period.

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ii. Any period of incapacity due to pregnancy, or for prenatal care.
iii. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
   a. Requires periodic visits (defined as at least 2 times per year) for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
   b. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
   c. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.)
iv. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
v. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity in the absence of medical intervention or treatment such as cancer (chemotherapy, radiation, etc), severe arthritis (physical therapy), kidney disease (dialysis).

Disabling means "incapacitation, or inability to pursue an occupation or perform services for wages because of physical or mental impairment", or, as to family member, "interference with normal daily function."

Treatment includes but is not limited to examinations to determine if a serious health condition exists and evaluations of the condition. **Treatment does not include routine physical examinations, eye examinations, or dental examinations.** A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). **A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.**

Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontic problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgeries after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this definition are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met.

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Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. On the other hand, absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave.

Absences attributable to incapacity under subsections (b)(ii) or (iii) above, qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

II. BIRTH, FOSTER CARE PLACEMENT OR ADOPTION LEAVE

A. Purpose: Unpaid birth, or adoption leave under state law may be used within sixteen (16) weeks before or after the following:

1. The birth of the employee's natural child; or

2. The placement of a child with the employee for adoption or as a precondition to adoption under Wisconsin Statutes; or

3. The placement of a child with the employee for 24 hour foster care that is made by or with agreement of a licensed child welfare agency or County Social Services/Human Services Department (Available under Federal FMLA only - allowable within a 12 month period beginning on the date of the placement).

Leave must be completed within twelve (12) months of commencement under Federal Law.

B. Length of Birth, Foster Care Placement or Adoption leave: In a calendar year period, generally no employee may take more than twelve (12) work weeks of birth, foster care placement, or adoption leave. If both spouses work for the City, they are each entitled to twelve (12) work weeks leave for birth or placement of a child for adoption or foster care.

C. Substitution: In lieu of unpaid leave, an employee may substitute a maximum of six (6) weeks of accrued paid sick or other accrued leave for the first six (6) weeks (state FMLA) of the otherwise unpaid twelve (12) week leave period for the birth, adoption or foster placement of a child (Federal FMLA only for foster placement). After the first six (6) weeks of state leave (for birth or adoption), the City requires any accrued vacation, or personal day(s) be substituted, for all of the remaining leave period until leave terminates or paid benefits are exhausted. The employee would also have the option, at their discretion, to use sick leave, floating holiday, banked holidays or compensatory time, in accordance with policy or collective bargaining agreements. The choice of the particular paid benefit to be used may be made by the employee; however, as one paid benefit is exhausted another will be substituted until all paid benefits are exhausted or leave terminates, whichever is first. The City will assign the form of paid leave in the absence of the employee's selection.

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**See page 1 of General Requirements.

D. Scheduling Birth, Foster Care Placement, or Adoption Leave: Except in cases of emergency, an employee must submit a written request for birth, foster care placement, or adoption leave not less than fourteen (14) days before the leave is to commence. This may be waived for medical reasons or unscheduled births. If the date of the birth, foster care placement, or adoption requires leave to begin sooner, the employee shall provide notice as soon as possible, but no later than two workdays after the commencement of the leave. The employee shall identify if and what type of paid accrued leave he/she intends to substitute as provided above.

An employee may take birth, foster care placement, or adoption leave as partial absence or intermittent leave from employment in increments of not less than fifteen minutes. An employee who uses partial absence or intermittent leave shall make reasonable effort to schedule the leave so it does not unduly disrupt the operations of the City. To comply with this requirement, an employee must provide to the City, in writing, his or her proposed schedule of partial absence or intermittent leave not less than two (2) weeks before the leave is to begin. The schedule must be of sufficient definiteness that the City is able to schedule replacement employees, if necessary, to cover the absences. Any Partial absence or intermittent leave under WFMLA must begin within the sixteen (16) weeks prior to or following the birth, foster care placement, or adoption of a child. The last noncontinuous increment of leave must begin prior to the 16th week following the birth, care, placement, or adoption of a child. Schedule for intermittent leave taken after 16 weeks following the birth, placement or adoption of a child is subject to department head approval.

III. FAMILY MEDICAL ILLNESS LEAVE

A. Purpose: Unpaid family medical/illness leave may be used to care for an individual who has a serious health condition and is the employee's spouse, child, parent and under Wisconsin law, parent-in-law, domestic partner or domestic partners' parent.

** See page 2 Definitions.

B. Length of Family Medical/Illness Leave: In a 12-month calendar year period, no employee may take more than twelve (12) weeks of family medical/illness leave for the employee's spouse, child, or parent with a serious health condition. If both the employee and his/her spouse are employed with the City, each spouse is eligible for the full twelve (12) weeks within the calendar year period to care for a son, daughter, parent or spouse with a serious health condition. A maximum of two (2) weeks of family medical/illness leave may be taken for a spouse's parent, domestic partner or domestic partners' parents. Care for child does not include the children of the employee's domestic partner.

C. Substitution: In lieu of unpaid leave, an employee may substitute a maximum of two (2) weeks of accrued sick or other paid leave for the first two (2) weeks (Wisconsin FMLA) of the otherwise unpaid twelve (12) week leave period. After the first two (2) weeks, the City requires that any vacation, personal day(s), or sick leave must be substituted, for all of the remaining leave period until the leave terminates or paid benefits are exhausted. The employee would also have the option, at their discretion, to use floating holiday, banked holidays or compensatory time, in

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accordance with policy or collective bargaining agreements. The choice of the particular paid benefit to be used may be made by the employee; however, as one paid benefit is exhausted another will be substituted until all paid benefits are exhausted or leave terminates, whichever is first. The City will assign the form of paid leave in the absence of the employee's selection.

**See page 1 under General requirements.

D. Scheduling Family Medical/Illness Leave:

1. If an employee intends to use family medical/illness leave for planned medical treatment or supervision of a family member, as defined above, the employee must do the following:

   a. Give the City fourteen (14) days of advanced written notice of the intent to take such leave and the reason for the needed leave. The notice must identify the planned dates of the leave. In the case of an emergency, the written notice must be given as soon as practicable. At the same time, the employee shall identify if and what type of paid accrued leave he or she intends to substitute as provided above.

   b. Schedule the medical treatment or supervision so that it does not unduly disrupt the operations of the City. Provide the City with a proposed schedule for the leave with reasonable promptness after the employee learns of the probable necessity of the leave. The schedule must be of sufficient definiteness that the City can schedule replacement employees, if necessary.

   c. Provide medical certification, as required.

2. When medically necessary, an employee may take family medical/illness leave as partial absence or intermittent leave from employment in increments of not less than fifteen minutes and to make reasonable effort as to not unduly disrupt the operations of the City. To comply with this requirement, an employee must provide to the City, in writing, the employee's proposed schedule of partial absence or intermittent leave with reasonable promptness after the employee learns of the probable necessity of such leave. Only leave at the time of the family medical/illness incident will be allowed.

IV. EMPLOYEE MEDICAL/ILLNESS LEAVE

A. Purpose: Unpaid medical leave may be used by an employee who has a serious health condition which makes the employee unable to perform his or her job duties.

B. Length of Medical/Illness Leave: Unless otherwise required by law, no employee may take more than twelve (12) weeks of medical/illness leave in a 12 month calendar year period.

C. Substitution: In lieu of unpaid leave, an employee may substitute a maximum of two (2) weeks accrued sick or other leave for the first two (2) weeks (Wisconsin FMLA) of the otherwise unpaid twelve (12) week leave. After the first two (2) weeks, the City requires that any vacation, personal day(s), or sick leave be substituted for the remaining leave period. The employee would also have the option, at their discretion, to use floating holiday, banked

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holidays or compensatory time, in accordance with policy or collective bargaining agreements. The choice of the particular paid benefit to be used may be made by the employee; however, as one paid benefit is exhausted another will be substituted until all paid benefits are exhausted or leave terminates, whichever is first. The City will assign the form of paid leave in the absence of the employee's selection.

D. FMLA Under Worker's Compensation: A serious health condition may arise from a work-related injury and employee medical/illness leave may run concurrently with such worker's compensation absence. If the worker's compensation injury extends beyond the twelve (12) weeks entitlement for employee medical/illness leave, the employee shall be eligible for workers compensation provided under State Statutes or as otherwise applicable under the labor agreement.

E. Use of Paid Leave: Use of paid sick leave, vacation, floating holidays, banked holidays, personal days, workers compensation benefits or compensatory time by an employee for a serious health condition will be deemed to be concurrent use of medical leave under both the State and Federal FMLA acts.

F. Scheduling Employee Medical/Illness Leave: An employee may schedule medical/illness leave as medically necessary.

1. If an employee intends to take medical/illness leave for a planned medical treatment or supervision, the employee must:
    a. Give the City fourteen (14) days advance written notice of the intent to take such leave and the reason for the needed leave. The notice must identify the planned dates of the leave. (This requirement may be waived in emergency situations.) At the same time the employee shall identify if and what type of paid accrued leave the employee intends to substitute as provided under the law.

    b. Schedule the medical treatment or supervision so that it does not unduly disrupt the operations of the City. Provide the City with a proposed schedule for the leave with reasonable promptness after the employee learns of the probable necessity of the leave. The schedule must be of sufficient definiteness that the City can schedule replacement employees, if necessary.

    c. Provide medical certification as required.

2. When medically necessary, an employee may take employee medical/illness leave as partial absence or intermittent leave from employment in increments of not less than fifteen minutes and to make reasonable effort as to not unduly disrupt the operations of the City. To comply with this requirement, an employee must provide to the City, in writing, the employees proposed schedule of partial absence or intermittent leave with reasonable promptness after the employee learns of the probable necessity of such leave. If leave in increments of less than one-half (1/2) hour is medically necessary, the employee will provide appropriate medical certification of the necessity. If partial absences or intermittent leave is taken while on state FMLA, the employee may be temporarily transferred to an alternative position that better accommodates recurring periods of leave, however it shall be with the employee's approval. Once state FMLA is

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exhausted, the employer may require a temporary transfer to another position while leave is under the federal FMLA.

V. MEDICAL CERTIFICATE

A. Certification of Health Care Provider form: The employee may be required to complete a Certification of Health Care Provider form when an employee requests family medical/illness leave or employee medical/illness leave under this policy or the employer determines such medical information is necessary to determine whether a leave request qualifies as an FMLA leave. This form must be completed by the employee and the health care provider treating the family member or employee. An employee must provide the certification within fifteen (15) calendar days following notification of this requirement, unless it is not practicable under the circumstances despite the employee's good faith efforts.

B. Incomplete Certification: If requirements for certification are not completed, Human Resources may delay or deny family medical/illness leave or employee medical/illness leave. The employee will be notified if a certification is incomplete or insufficient and be given 7 calendar days to cure the deficiency. If the deficiencies are not corrected, the City may deny the request for leave.

C. Additional Certification: Human Resources staff may contact the health care provider for information necessary to authenticate or clarify insufficient medical certification. The City may request a second health care provider opinion at the expense of the City. If the second opinion differs from the initial certification, a third opinion may be obtained at the expense of the City from a mutually (employer/employee) agreed upon health care provider.

1. Human Resources may request subsequent recertification on a reasonable basis. For chronic conditions lasting for an extended period of time (i.e. one year, "unknown," "indefinite," or "lifetime"), Human Resources may request to obtain recertification every 6 months.

D. If an employee does not apply for FMLA and his or her leave usage appears to qualify for FMLA, the City shall notify the employee in writing that the leave will be classified as FMLA leave, and run the benefits concurrently.

VI. INSURANCE AND BENEFITS: While an employee is on birth, foster care placement, or adoption leave; family medical/illness leave; employee medical/illness leave:

A. The City will maintain group health insurance coverage under the same conditions that are in effect for active employees.

The City's obligation to maintain health benefits will stop if and when an employee informs the City of an intent not to return to work at the end of the leave period, if the employee fails to return to work when leave entitlement is used up, or if the employee fails to make any required payments while on leave.

It is the employee responsibility to pay the employee portion of any benefits which they are currently enrolled in to maintain coverage. Failure to do so will cause termination of applicable benefit.

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If the employee does not return to work after the leave entitlement has been exhausted, and does not qualify for continuing disability insurance, the City has the right to recover from him/her any applicable benefit premiums (i.e. life insurance, ICI, Section #125) the City paid during the period of unpaid leave.

B. The employee will continue to accrue employment benefits if paid leave is substituted.

VII. RETURN FROM LEAVE

A. An employee returning from employee medical/ illness leave may be required to return the Fitness For Duty Certification before being allowed to return to work. If the Fitness For Duty Certificate is not provided, the employee's return to work may be delayed or denied.

B. An employee returning from leave as provided under this policy can return to his or her position if vacant at the time the employee returns to work. If the position is no longer vacant, the employee shall be offered an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

C. An employee may return to work prior to the scheduled end of the leave. An employee may be required to notify the Human Resources Department two (2) days prior to the desired return date. If the leave was for the employee's own serious health condition, a medical release may be required by the City prior to the employee's return. An employee shall be returned to his or her prior position or an equivalent position within a reasonable time after the request to return to work early is made.

VIII. OTHER ADMINISTRATIVE PROCEDURES: With the concurrence of the Human Resources Department, City departments may adopt additional administrative rules and procedures related to administration of the Family and Medical Leave Acts, in order to address unique operational circumstances within the department. Department rules and procedures may not contravene the provisions of either the federal or state FMLA Acts.

IX. FAILURE TO MEET POLICY REQUIREMENTS: If employees fail to meet the requirements of this policy, requests for leave may be delayed or denied.

X. FORMS: All FMLA forms must be obtained from Human Resources. Outdated FMLA forms will not be accepted. FMLA forms are:

- Request for Leave
- Certification of Health Care Provider (Forms WH-380E for employees)
- Certification of Health Care Provider (Forms WH380F for covered family members)
- Notice to Employees of Rights Under FMLA
- Notice of Eligibility and Rights and Responsibilities
- Designation Notice to Employee of FMLA Leave
- Certification of Domestic Partnership
- Notice to Employer of Changes in Leave Plans
- Fitness for Duty Certification

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FAMILY AND MEDICAL LEAVE POLICY - MILITARY

A leave of absence for a qualifying exigency or a family member medical illness of covered service member or veteran that is determined to be a serious illness or injury is available to employees as specified below. The intent of this policy is to comply with the Federal Family and Medical Leave Act. Should this policy conflict in any way with the applicable Federal regulations, the regulations shall control. In addition, the employer-provided leaves of absence will run concurrently, and are not to be taken in addition to, the statutory leaves provided for under the Wisconsin and Federal Acts. All or part of this leave may be paid in certain instances. Use of authorized leave in conformance with this policy will not provide the basis for any adverse employment decision with respect to any employee, including decisions related to compensation or discipline. Employees must follow the same sick leave call-in procedures to be eligible for FMLA-Military.

For purposes of ease and understanding, this Family and Medical Leave policy is divided into two sections as follows:

1. General Requirements for Family and Medical Leave (page 1 - 10)
2. General Requirements for Military Family Leave (page 11 - 17)

I. GENERAL REQUIREMENTS FOR FAMILY AND MEDICAL LEAVE – MILITARY

A. Eligibility: To be eligible under Federal FMLA Military (FMLA-Military), the employee must meet each of the criteria:
   1. Must have worked for the City for more than 12 months (need not be consecutive, however within the last 7 years of actual work. 12 months is calculated via a look back of 12 months in reverse chronological order up to a period of 7 years).

   2. Must have worked for the City for at least 1250 hours of service during the 12 month period preceding the beginning of the leave. Count only actual hours worked.

B. Family and Medical Leave - Military (FMLA-M): This leave is applicable only to Federal leave entitlements. There are two types of Military Family Leave available.

   1. Qualifying exigency leave: Eligible employees may be entitled to use up to 12 weeks of their FMLA Leave entitlement to address certain qualifying exigencies. Leave may be used if the employee's spouse, son or daughter (of any age), or parent who is a member of the National Guard or Reserves and called to covered active duty. Covered active duty is defined as a call or order to active duty to a foreign country under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code. Qualifying exigencies may include:
      a. Short notice deployment:
         i. Up to 7 calendar days of leave, beginning on the date a military member is notified of an impending call or order to active duty in support of a contingency operation.

      b. Attending certain military events:
         i. Any official ceremony, program or event sponsored by the military that is related to the active duty or call to active duty status of a military member; *and*

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ii. To attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the covered active duty or call to active-duty status of a military member.

c. Childcare and school activities:
   i. To arrange for alternative childcare when covered active duty or call to active duty status necessitates a change in the existing childcare arrangement for a biological, adopted, or foster child, a stepchild, or a legal ward of a covered military member, or a child for whom a covered military members stands in loco parentis, who is either under age 18, or age 18 or older and incapable of self care because of a mental or physical disability at the time that FMLA leave is to commence.
   ii. To provide childcare on an urgent, immediate need basis (but not on a routine, regular, or everyday basis) when the need to provide such care arises from the active duty or call to active duty status of a military member for a covered child.
   iii. To enroll in or transfer to a new school or day care facility a covered child, when enrollment or transfer is necessitated by the active duty or call to active duty status of a military member; *and*
   iv. To attend meetings with staff at a school or a daycare facility, such as meetings with school officials regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors, for a covered child, when such meetings are necessary due to circumstances arising from the active duty or call to active duty status of a military member.

d. Financial and Legal arrangements:
   i. To make or update financial or legal arrangements to address the military member's absence while on active duty or call to active duty status, such as preparing and executing financial and healthcare powers of attorney, transferring bank account signature authority, enrolling in the Defense Enrollment Eligibility Reporting System (DEERS), obtaining military identification cards, or preparing or updating a will or living trust; *and*
   ii. To act as the covered military member's representative before a federal, state or local agency for purposes of obtaining, arranging, or appealing military service benefits while the covered military member is on active duty or call of active duty status, and for a period of 90 days following the termination of the covered military member's active duty status.

e. Rest and recuperation:
   i. To spend time with a military member who is on short-term, temporary, rest and recuperation leave during the period of deployment. Eligible employees may take up to 15 days of leave for each instance of rest and recuperation.

f. Counseling:
   i. To attend counseling provided by someone other than a healthcare provider for oneself, for the military member, or for a covered child, provided that the need

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for counseling arise from the active duty or call to active duty status of a military member.

g. Post deployment activities:
    i. For up to 90 days after termination of the military members active duty status.
        1. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the military member's active duty status; *and*
        2. To address issues that arise from the death of a military member while on active duty status, such as meeting and recovering the body of the military member and making funeral arrangements.

h. Other activities:
    i. To address other events which arise out of the military member's active duty or call to active duty status provided that the employer and the employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave.

i. Certain activities arising from the military member's covered active duty related to care of the military member's parent who is incapable of self-care
    i. To arrange for alternative care, provide care on a non-routine, urgent, immediate need basis, admit or transfer a parent to a new care facility, and attend certain meetings with staff at a care facility, such as meetings with hospice or social service providers.
    ii. The employee taking leave for this purpose does not need to be related to the military member's parent.

2. Leave to care for a military member: There is also a special leave entitlement that permits employees who meet the eligibility requirements for FMLA-Military leave to take up to 26 weeks of leave during a single 12 month period to care for a military member which is the employee's parent (biological, adoptive, step or foster father, mother or parent who stood "in loco parentis" to the employee when the employee was a child.), spouse, son or daughter, or next of kin. A service member is a certain veteran or current member of the Armed Forces, including a member of the National Guard or Reserves, who has been rendered medically unfit to perform his or her duties due to a serious injury or illness incurred in the line of duty (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty) while on covered active duty for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

In case of a veteran, who was a member of the Armed Forces (including a member of National Guard or Reserves) who is discharged or released under conditions other than dishonorable and is undergoing medical treatment, recuperation, or therapy, for a qualified serious injury or illness at any time during the previous 5 years preceding the date of treatment.

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When both husband and wife work for the same employer, the aggregate amount of leave that can be taken by the husband and wife to care for a military member is 26 weeks in a single 12 month period. The 26 weeks allotment will be limited by any FMLA leave taken for other qualifying reasons (it is not in addition to the existing 12 weeks of FMLA entitlement).

C. Length of Leave: Generally, no employee may take more than twelve (12) weeks in a calendar year for any one leave or combination of leaves and up to 26 weeks as noted above to care for an ill/injured military member. Leave for qualifying exigencies will be calculated on a 12 month calendar year (January – December) period. Leave to care for a military member will be calculated on a rolling year looking back from the first date leave is needed.

   If the leave qualifies as both a City-provided leave and FMLA-Military, the leaves will run concurrently. (For example, City sick leave used to care for a serious illness/injury of a military member of an employee qualifies as employee medical/illness leave under Federal law and, as such, shall be deducted from an employee's leave entitlement under Federal laws.)

   If an employee does not apply for Family and Medical Leave – Military (FMLA-M) and his or her leave usage appears to qualify for FMLA-M, the City shall notify the employee in writing that the leave will be classified as FMLA-M leave.

   ***If, after exhausting the family and medical leave entitlement, the employee has additional accrued leave available, the employee will be allowed to continue on leave utilizing remaining accrued leave.*

D. Partial Absence or Intermittent Leave: For employees using partial absence or intermittent leave, the specific amount taken will be deducted in increments of not less than fifteen minutes for purposes of computing leave taken and leave remaining. If partial absence or intermittent leave is taken the employee may be temporarily transferred to an alternative position that better accommodates recurring periods of leave.

D. Definitions:

1. **12 month period/calendar year.** 12 month calendar year (January – December).

2. **Health care provider for covered service member certification purposes.** D.O.D. health care provider, V.A. health care provider, D.O.D. TRICARE network authorized private health care provider, or a D.O.D. non-network TRICARE authorized private health care provider. A non-military affiliated health care provider. The following documents may be substituted for the required certification of need to care for a military member: Invitational Travel Order ITO, an Invitational Travel Authorization ITA or other documentation issued by the military that sets forth the dates of the military member's leave.

3. **Spouse.** A husband or wife as defined or recognized under state law for purpose of marriage.

4. **In loco parentis.** "In loco parentis" means an individual, other than a parent, who acts in the parent's place and has day-to-day responsibilities to provide care or financially supports the

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child, including providing for the child's needs and making decisions regarding the child's welfare.

5. **Son or Daughter of a covered service member.** Biological, adopted, foster child, stepchild, legal ward or a child of a person standing in loco parentis (of any age).

6. **Parent -** Biological, adoptive, step, foster parent or parent who stood "in loco parentis" to the employee when the employee was a child.

7. **"Next of kin"** of a covered service member means the nearest blood relative other than the military member's spouse, parent, son or daughter, in the following order of priority:
   - Blood relatives who have been granted legal custody of the military member by court decree or statutory provisions;
   - Brothers and sisters;
   - Grandparents;
   - Aunts and uncles;
   - and first cousins,
   - unless the military member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

8. **Serious Injury or Illness.** Defined as an injury or illness that was incurred in the line of duty (or existed before the beginning of the member's active duty and was aggravated by service in line of duty) on active duty that may render the service member or certain veteran medically unfit to perform the duties of his or her office, grade, rank or rating. A serious health condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50% or greater, substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; or an injury including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance For Family Caregivers.

II. EMPLOYEE FAMILY AND MEDICAL LEAVE - MILITARY

A. Purpose: Family and Medical Leave-Military may be used by an employee to care for a seriously ill/injured covered service member or for a qualifying exigency.

B. Length of Medical/Illness Leave: No employee may take more than twelve (12) weeks of family and medical leave in a 12 month calendar year period for a qualifying exigency and no more than twenty-six (26) weeks in a rolling-12 month calendar year period to care for a seriously ill/injured covered service member. The total amount of leave the employee takes for reasons other than care of an ill/injured service member cannot exceed twelve (12) weeks. During the same period, the employee may take up to twelve (12) weeks of FMLA leave for any other qualifying reason (see FMLA policy).

C. Substitution: For a qualifying exigency or leave to care for an ill/injured military member the City requires that any vacation, personal day(s), or sick leave be substituted for the leave period. The

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employee would also have the option, at their discretion, to use floating holiday, banked holidays, or compensatory time, in accordance with policy or collective bargaining agreements. The choice of the particular paid benefit to be used may be made by the employee; however, as one paid benefit is exhausted another will be substituted until all paid benefits are exhausted or leave terminates, whichever is first. The City will assign the form of paid leave in the absence of the employee's selection.

D. Use of Paid Leave: Use of paid sick leave, vacation, floating holidays, banked holidays, personal days, or compensatory time, will be deemed to be concurrent use of family and medical leave to care for a military member or for qualifying exigency leave under Federal FMLA acts.

E. Scheduling Family and Medical Leave-Military – An employee may schedule family medical leave - military as necessary.

1. If an employee intends to take medical/illness leave for planned medical treatment of a serious ill/injured military member or exigency leave, the employee must:

   a. Give the City fourteen (14) days advance written notice of the intent to take such leave and the reason for the needed leave. The notice must identify the planned dates of the leave. (This requirement may be waived in emergency situations.) At the same time the employee shall identify if and what type of paid accrued leave the employee intends to substitute as provided under the law.

   b. Schedule the medical treatment or supervision leave when possible so that it does not unduly disrupt the operations of the City. Provide the City with a proposed schedule for the leave with reasonable promptness after the employee learns of the probable necessity of the leave. The schedule must be of sufficient definiteness that the City can schedule replacement employees, if necessary.

   c. Provide medical or other certification as required.

2. When medically necessary, an employee may take family and medical/illness leave-military as partial absence or intermittent leave from employment in increments of not less than fifteen minutes and to make reasonable effort as to not unduly disrupt the operations of the City. To comply with this requirement, an employee must provide to the City, in writing, the employees proposed schedule of partial absence or intermittent leave with reasonable promptness after the employee learns of the probable necessity of such leave. If leave in increments of less than one-half (1/2) hour is necessary, the employee will provide appropriate certification of the necessity. If partial absences or intermittent leave is taken, the employee may be temporarily transferred to an alternative position that better accommodates recurring periods of leave.

III. MEDICAL OR OTHER CERTIFICATE

A. The employee may be required to complete a certification form when an employee requests family medical/illness leave to care for an ill/injured military member or for a qualifying exigency

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leave under this policy or the employer determines such information is necessary to determine whether a leave request qualifies as an FMLA leave.

1. For an ill/injured military member a Certification for Serious Injury or Illness of a military member – for Military Family Leave (WH385) form must be completed by the employee and/or the military member and the health care provider treating the family member. An employee must provide the certification within fifteen (15) calendar days following notification of this requirement, unless it is not practicable under the circumstances despite the employee's good faith efforts.

2. For a qualifying exigency a Certification of Qualifying Exigency for Military Family Leave (WH-385) form must be completed by the employee. The employee may be required to submit a timely, complete and sufficient certification to support the request (i.e. a copy of the military member's active duty orders or other documentation from the military of impending call to active duty).

B. If requirements for certification are not completed, the City may delay or deny family medical/illness leave or employee medical/illness leave. Human Resources may contact the health care provider or designated agency for all information necessary to process this request. Human Resources may seek authentication or clarification of a certification form.

If an employee does not apply for FMLA and his or her leave usage appears to qualify for FMLA, the City shall notify the employee in writing that the leave will be classified as FMLA-Military Leave, and run the benefits concurrently.

IV. INSURANCE AND BENEFITS: While an employee is on family and medical leave - military:

A. The City will maintain group health insurance coverage under the same conditions that are in effect for active employees.

The City's obligation to maintain health benefits will stop if and when an employee informs the City of an intent not to return to work at the end of the leave period, if the employee fails to return to work when leave entitlement is used up, or if the employee fails to make any required payments while on leave.

It is the employee's responsibility to pay the employee portion of any benefits which they are currently enrolled in to maintain coverage. Failure to do so will cause termination of applicable benefit.

If the employee does not return to work after the leave entitlement has been exhausted, the City has the right to recover from him/her any applicable benefit premiums (i.e. life insurance, ICI, Section #125) the City paid during the period of unpaid leave.

B. The employee will continue to accrue employment benefits if paid leave is substituted.

V. RETURN FROM LEAVE

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A. An employee returning from leave as provided under this policy can return to his or her position if vacant at the time the employee returns to work. If the position is no longer vacant, the employee shall be offered an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

B. An employee may return to work prior to the scheduled end of the leave. An employee may be required to notify the Human Resources Department two (2) days prior to the desired return date. An employee shall be returned to his or her prior position or an equivalent position within a reasonable time after the request to return to work early is made.

VI. OTHER ADMINISTRATIVE PROCEDURES: With the concurrence of the Human Resources Department, City departments may adopt additional administrative rules and procedures related to administration of the Family and Medical Leave Acts, in order to address unique operational circumstances within the department. Department rules and procedures may not contravene the provisions of either the federal or state FMLA Acts.

VII. FAILURE TO MEET POLICY REQUIREMENTS: If employees fail to meet the requirements of this policy, requests for leave may be delayed or denied.

VIII. FORMS: All FMLA forms must be obtained from Human Resources. Outdated FMLA forms will not be accepted. FMLA forms are:

- Request for Leave
- Notice to Employees of Rights Under FMLA
- Notice of Eligibility and Rights and Responsibilities
- Designation Notice to Employee of FMLA Leave
- Certification of Qualifying Exigency for Military Family Leave (Form WH-384)
- Certification of Serious Injury/Illness of Covered Service Member for Military Family Leave (Form WH-385)
- Certification for Serious Injury/Illness of a Veteran – Military Caregiver Leave (Form WH-385V)

FMLA 2/01; R 11/09; R 6/15/15

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FLEX TIME POLICY

POLICY INTENT: To establish flex time regulations for employees that are exempt from overtime.

APPLIES TO: Managers, supervisors and professional employees covered under the Employee Handbook. City executives are excluded from this policy.

Managers, supervisors and professional employees, who are exempt from overtime, are expected to minimally work the normal full-time workweek and any additional hours as may be necessary to accomplish their assigned duties including attendance at special and regular meetings and events outside of the normal scheduled work hours. Flex time is not a right, but a privilege. **Employees should not expect that they will automatically be entitled to flex time for additional hours worked.**

Managers, supervisors and professional employees may, however, be permitted paid time off (flex time) when the workload of their department permits. Paid flex time is subject to the following:

- Paid flex time taken off for hours worked outside of the normal scheduled hours must occur within thirty (30) days. Exceptions to the 30-day timeframe *may* be considered due to extraordinary workload circumstances wherein the Department Head precluded the employee from using paid flex time within the initial 30 days.
- There shall be no carryover of flex time beyond the thirty (30) days (unless it is noted as an exception as defined in previous bullet).
- Paid flex time must be approved in advance by the respective City Executive for hours already worked..
- Flex time is not an employee entitlement.
- Approved flex time may be taken in increments of *up to* one (1) day at a time.
- Paid flex time may not be applied for approved FMLA time off.
- Paid flex time is not on an hour for hour basis.

Managers, supervisors and professional employees are exempt from overtime eligibility and as such, tracking of additional hours worked for the purpose of taking paid time off later in the year is prohibited. Any and all existing informal compensatory time banks are not recognized.

RE: Flex Time for City Executives

A Flex Time policy has been created for the exempt non-represented employees. This policy has established set timeframes for which the employee is eligible to use paid flex time.

Due to the additional hours City Executives put in, you will not be held to the same structured timeframe (same pay period) for which you are eligible to use paid flex time. If your workload and department operations allow the ability to use flex time, you would be eligible.

4/03; R 12/2/13; R6/8/15

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FAIR LABOR STANDARDS ACT-WORK TIME VERIFICATION POLICY

It is the City of La Crosse policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws.

Review Your Pay Stub

The City of La Crosse makes every effort to ensure our employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to our attention, action will be taken to address any corrections necessary. If an overpayment has been made to the employee, repayment is due to the City, however to avoid significant disruption to the employee a payment plan may be arranged. Please review your pay stub when you receive it to make sure it is correct. If you believe a mistake has occurred, or if you have any questions, please use the reporting procedure outlined below.

Non-Exempt Employees

If you are classified as a non-exempt employee (eligible for overtime pay) you must maintain a record of the total hours you work each day. These hours must be accurately recorded on the timesheet/time card to verify that the reported hours worked are complete and accurate. Your timesheet/ time card must accurately reflect all regular and overtime/compensatory hours worked, authorized paid time off used, early or late arrivals, and early or late departures. At the end of every other week, you should submit your completed timesheet/ time card to your supervisor for verification and approval. (Exception: Reporting of hours for Transit employees is completed by Transit Management.)

Non-Exempt employees are prohibited from performing any "off the clock" work or "unauthorized" work. "Off the clock" work means work you may perform but fail to report on your timesheet.

Examples of prohibited off-the-clock work include but are not limited to:

- Performing work before you have clocked in or after you have clocked out;
- Performing work during your meal period and not reporting the missed or interrupted meal period;
- Performing work at home and not reporting the time worked; and
- Sending or responding to work-related e-mails or voicemails while at home.

"Unauthorized" work is work performed without authorization from your supervisor. Any employee who fails to report or inaccurately reports information on their timesheet/time card may be subject to disciplinary action, up to and including discharge. When you receive your paycheck, please verify immediately that you were paid correctly for all regular and overtime/compensatory hours worked. (Note, the policy provision for reporting of hours does not apply to Fire Department trade days.)

To Report Concerns, Violations or Obtain More Information

Please contact Finance/Payroll at 789-7579 if (1) you have any questions regarding deductions from your pay, (2) if you believe your wages have been subject to any improper deductions or (3) your pay does not accurately reflect all hours worked.

It is a violation for any employee to falsify a timesheet/time card, or to alter another employee's timesheet/time card. It is also a serious violation for any employee or manager to instruct another employee to incorrectly or falsely report information on their timesheet/time card or alter another

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employee's timesheet/ time card (example: to under – or over – report hours worked). If any manager instructs you to (1) incorrectly or falsely report information on your timesheet/time card; (2) alter another employee's timesheet/time card records to inaccurately or falsely report information on the timesheet/time card, or (3) conceal any falsification of time records or to violate this policy, do not do so. Instead, report it immediately to Human Resources, 789-7595.

Every report will be fully investigated and corrective action will be taken, up to and including discharge of any employee(s) who violates this policy.

The City will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the City's investigation of such reports. Retaliation is unacceptable. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge.

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FLSA SAFE HARBOR POLICY

The City of La Crosse has created the below Safe Harbor Policy for those employees classified as exempt under the Fair Labor Standards Act (FLSA). The purpose of this policy is to:

- Identify the City's authority for full- and partial-day salary deductions in particular circumstances;
- State the procedures related to permissible salary deductions;
- Establish the City's "good faith" commitment to comply with state and federal regulations, which includes the commitment to reimburse employees for any improper deductions;
- Define "actual practice" in relation to improper salary deductions; and
- Implement a reporting mechanism if an employee believes their pay has been improperly deducted.

Good Faith Commitment

This policy demonstrates the City's commitment to complying with the pay practices under the FLSA. The City is also committed to utilizing fair and accurate administrative practices subject to FLSA principles of public accountability as public agencies like the City have an obligation to ensure that employees do not receive pay for hours not worked unless the employee eis using accrued leave or is otherwise entitled to pay by law or policy. Any questions regarding this policy, including your FLSA classification, may be directed to the City's Director of Human Resources.

Permissible Salary Deductions

Exempt employees under the FLSA are not entitled to receive overtime pay, regardless of the number of hours worked in a week. In addition, exempt status means an employee is guaranteed a pre-determined salary that cannot be reduced for variations in the quality or quantity of the work performed.

The following are instances in which the City is permitted to make deductions from an ***exempt*** employee's salary for partial day absences or full day absences:

1. When an employee is absent from work for at least one full day for personal reasons (otherwise than sickness or disability) and the employee has no remaining vacation or personal time for the year;
2. When an employee is absent from work for at least one full day due to sickness or disability if the deductions are made under a bona fide plan, policy, or practice of providing wage replacement benefits for these types of absences, such as long-term disability, and the employee has no remaining vacation or personal time for the year;
3. Proportionate deductions for time not actually worked in the first and last weeks of employment;
4. To offset any amounts received as payment for jury fees, witness fees, or military pay;
5. Penalties imposed in good faith for violating safety rules of major significance;

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6. Unpaid disciplinary suspension of one or more full days imposed in good faith for violations of workplace conduct rules, including, but not limited to, insubordination, sexual harassment, workplace violence and other violations;
7. Unpaid leave taken under the Family and Medical Leave Act, including partial day deductions when intermittent leave is used;
8. For partial day absences when paid leave is not available or when the employee chooses not to use leave or for full day absences as permitted by FLSA principles of public accountability and
9. As otherwise permitted by law.

Actual Practice of Improper Deductions

If the City improperly makes a pay deduction, the City will promptly reimburse the employee, and the employee will retain their exempt status. However, if the City demonstrates an "actual practice" of making improper deductions, then this is will result in the loss of the exemption in the following circumstances:

- During the time period in which improper deductions were made;
- For employees in the same job classifications working for the same managers responsible for the actual improper deductions.

Factors that may suggest an actual practice of improper salary deductions include:

- The number of improper deductions (particularly compared to the number of employee infractions warranting discipline);
- The time period of allegedly improper deductions; and
- Whether the employer has a clearly communicated policy permitting or prohibiting improper deductions.

Filing a Complaint

An improper deduction is a serious violation of both this policy and the FLSA. If you have reason to believe that the City has taken an improper deduction from your paycheck, you should contact the City's Director of Human Resources, who will assess the situation and ensure that you are reimbursed if an improper reduction has been made. If you are not satisfied with the City's decision, you may file a complaint with the US Department of Labor, Wage and Hour Division either by email or in person.

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EMPLOYEE CONDUCT, DISCIPLINE, AND DISCHARGE POLICY

The City of La Crosse expects all employees to perform their jobs at a quality level that exceeds the expectations of our citizens. Because of this, the City has established policies and procedures and its rules of conduct to ensure the effective operation of the City and to provide high quality service to all of its citizens, those persons interacting with the City, and visitors. The City expects all employees to demonstrate professional, competent and reasonable behavior, and to continually serve, both on-duty and off-duty, as positive examples of the high-quality personnel affiliated with this organization and consistent with the high expectations of the public;

Compliance with the policies, rules and general expectations of conduct is of paramount importance in order to fulfill these objectives and for the employee to have a successful career in the City. Failure to comply with these policies, rules and general expectations of conduct can undermine these objectives, and the trust and confidence that the public, businesses, employees and officers of the County must have in that employee.

The City treats all violations of policy, the rules and general expectations of conduct very seriously. Violations of these policies, the rules, and general expectations of conduct can subject an employee to discipline, up to and including discharge.

Examples of Behaviors or Actions. Listed below are examples of behaviors or actions, which may result in discipline or discharge. No list of rules or types of unacceptable conduct can substitute for the sound and reasonable judgment expected of each employee. It is impossible to list every conceivable type of unacceptable conduct contrary to the interests of the City. While it is impossible to list all types of unacceptable conduct, the City believes certain acts of misconduct, standing alone, warrant serious discipline up to and including discharge, such as the following:

- Incompetence or inefficiency in the performance of duties, substandard quality or quantity of work, including deliberate reduction of output, or failure to complete assignments promptly and accurately;
- Possession, use, or being under the influence of drugs or alcohol while on duty;
- Violation of smoke, alcohol, and drug-free workplace policies or regulations;
- Conviction of a felony or misdemeanor directly related to the employee's duties;
- Insubordination or failure to perform duties or directives as instructed; arguing, verbal abuse or assault of others;
- Unauthorized possession of weapons or firearms during work time or on City premises or property;
- Fighting, disturbing or violent behavior, threatening, humiliating, intimidation or harassment of others;
- Retaliation and/or reprisal against an employee who genuinely, and in good faith, reports threats of bullying or workplace violence;
- Use of offensive, profane or abusive language, disrespectful discourteous, insulting, abusive or inflammatory conduct toward others;
- Unauthorized or inappropriate use of identification cards or keys, or unauthorized access to data, e-mails, or restricted areas;
- Failing to completely and accurately document relevant information, including falsification of a time card or other records;

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- Theft or misappropriation of City property or the property of others, including theft of work time, excessive time at break periods, misuse of sick leave or other designated leave, misrepresenting or failing to accurately record work time;
- Failure to work scheduled overtime, or overtime worked without prior authorization from the supervisor;
- Misuse, excessive personal use, carelessness, negligence, or unauthorized use in the handling or control of City property;
- Excessive absenteeism or tardiness, including excessive unscheduled or unexcused absences;
- Failing to promptly report absence or tardiness;
- Working another job while absent due to an unscheduled or unexcused absence;
- Engaging in illegal or immoral conduct;
- Unauthorized solicitations or distributions;
- Dishonest, misleading, or deceptive conduct;
- Horseplay, violating of safety rules, or engaging in conduct that creates an unsafe work environment;
- Engaging in conduct or activities which serve to lengthen the healing period for a work-related injury;
- Failure to promptly report defective equipment, safety hazards, or failure to report and injury or accident immediately;
- Loafing or sleeping during working hours;
- Engaging in illegal discrimination or harassing conduct;
- Unauthorized release or disclosure of confidential information;
- Making intimidating, threatening, hostile, false or malicious statements, including rumor-mongering, gossiping, and false reports for harassment or violence;
- Conducting personal business on City time or property;
- Failing to fully comply with, or violation of, expectations of conduct, City or departmental policies, regulations, or procedures.

This list is not inclusive and the City reserves the right to modify this list at any time or determine whether any other conduct is contrary to the interests of the City and warranting of disciplinary action up to and including discharge.

Disciplinary Procedure. Discipline may be applied to City employees for violation of City policies, or other reasonable work standards not specifically defined herein, but only after consultation with Human Resources. As part of the disciplinary process, the City may conduct an investigation to review the allegations and conduct any necessary interviews. The action chosen by the City may involve varying degrees of disciplinary action up to and including immediate termination, if warranted. Repeated infractions of even minor offenses can and will result in increasingly severe disciplinary actions. The City reserves the right to take any such disciplinary action it considers appropriate.

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GRIEVANCE PROCEDURE

Effective October 1, 2011
Revised April 11, 2014
The revisions contained herein are applicable to any termination or employee discipline rendered on or after April 11, 2014; or for workplace safety issues reported on or after April 11, 2014.

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I. PURPOSE:

The City of La Crosse has established this Grievance Procedure for an employee to utilize for matters concerning discipline, termination, or workplace safety covered by this Grievance Procedure. This Procedure provides an employee with the individual opportunity to address concerns regarding discipline, termination or workplace safety matters, to have those matters reviewed by an Impartial Hearing Officer, and to appeal to the Common Council.

An employee shall use the Grievance Procedure for resolving disputes regarding employee termination, employee discipline or workplace safety issues covered by this Procedure. The City of La Crosse expects an employee and management to exercise reasonable efforts to resolve any questions, problems or misunderstandings prior to utilizing the Grievance Procedure. An employee subject to a contractual grievance procedure shall follow the contractual grievance procedure to the extent those procedures cover the matters covered by the Grievance Procedure. An employee subject to statutory dispute resolution procedures shall be subject to those procedures to the extent those procedures cover the matters covered by the Grievance Procedure.

The City of La Crosse reserves all rights and this procedure does not create a contract of employment. Unless required by statute, city ordinance, contract or Employee Handbook, employees of the City of La Crosse are employed at-will and may resign with or without reason. The Employer may terminate the at-will employment relationship at any time with or without reason and without violation of applicable law.

II. DEFINITIONS:

"Termination" means a separation from employment by the employer for disciplinary or quality of performance reasons. "Termination" does not include layoff, furlough or reduction in workforce, job transfer, non-disciplinary demotion, resignation, abandonment, retirement, nonrenewal of contract, death, separation as a result of disability, action taken pursuant to an ordinance created under s. 19.59 (1m), elimination of position due to loss of grant funding, or the end or completion of temporary employment, seasonal employment, contract employment, or assignment.

"Employee Discipline" means an employment action that results in disciplinary suspension, with or without pay, disciplinary termination, or disciplinary demotion. "Employee discipline" does not include counseling, oral reprimands or warnings, written reprimands or warnings, performance improvement plans, performance evaluations or reviews, documentation of employee acts or omissions, administrative leave, non-disciplinary wage, benefit or salary adjustments, changes in assignment, action taken pursuant to an ordinance created under s. 19.59 (1m), or other non-material employment actions.

"Employee" shall not include limited term employees, seasonal employees, employees subject to a collective bargaining agreement addressing employee discipline, termination and workplace safety, statutorily appointed individuals serving as employees identified specifically in statute as serving at the pleasure of an appointing authority or who are subject to removal under Wis. Stats Chapter 17 or Chapter 62, elected officials, and independent contractors. Those individuals who do not have a process for grieving workplace safety matters shall follow this grievance procedure for workplace safety grievances.

"Administration" means the person or person designated by the City to represent the interests of management in a Grievance matter. The Administration may be represented by counsel at any point in the procedure.

"Workplace Safety" shall be narrowly construed and is not construed to include basic conditions of employment unrelated to physical health and safety. "Workplace Safety" means conditions of employment related to the physical health and safety of employees, as long as such conditions are not enforceable under state or federal law, and includes safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence and accident risk. "Workplace Safety" does not include conditions of employment unrelated to physical health and safety matters, including, but not limited to, hours, overtime, sick, family, or medical leave, work schedules, breaks, termination, vacation, performance reviews, and compensation.

"Cause" means a lawful rational reason, including but not limited to inefficiency, neglect of duty, misfeasance, malfeasance, violation of city policies or work rules, or communicated expectation of conduct, or other conduct, or the failure to act that is detrimental to the interest of the City.

III. TIMELINES AND GRIEVANCE FORMAT:

1. Written Grievance Submission. The employee must file a written Grievance within twenty (20) calendar days of the termination, employee discipline or actual or reasonable knowledge of the workplace safety issue. The Grievance must be in writing and must be filed with the supervisor and with a copy to the Director of Finance, Deputy Director of Human Resources or their designee. The Grievance shall contain a clear and concise statement of the pertinent facts, the dates the incidents occurred, the identities of the persons involved, documentation related to the Grievance in possession of the Grievant, the steps taken to informally resolve the dispute and the results of those discussions, all reasons why the actions of the supervisor should be overturned, if applicable, and the remedy that should be issued.

2. Administrative Response. The Director of Human Resources or their designee and the Department Head shall meet with the Grievant within fifteen (15) calendar days of receipt of the written Grievance to discuss voluntary resolution of the Grievance. If those discussions do not resolve the Grievance, then the Director of Human Resources or their designee will provide a brief written response to the Grievance within ten (10) calendar days of the meeting. The written response shall contain a statement of the date the meeting between the Director of Human Resources or their designee, the Department Head and the Grievant occurred, the decision to sustain or deny the Grievance, and the deadline for the Grievant to appeal the Grievance to an Impartial Hearing Officer.

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3. Impartial Hearing. The decision of the Director of Human Resources or their designee shall be final unless the Grievant files a written appeal requesting a hearing before an Impartial Hearing Officer (IHO). The written appeal shall be filed with the Director of Finance, Deputy Director of Human Resources or their designee and within ten (10) calendar days of the Administrative Response.

4. Appeal for Review. Either party may file a written request for review by the Common Council within ten (10) calendar days of receipt of the IHO's written decision.

5. Decision of Common Council. A decision by the Common Council will be made within ninety (90) calendar days of the filing of the appeal unless the Common Council extends this timeframe.

6. Importance of Timelines and Process. A Grievance will be processed pursuant to the established timelines. A Grievant may not file or advance a Grievance outside of the designated timeframes. The failure of the Grievant to follow the timelines and other requirements in this policy shall result in the IHO not having jurisdiction over this matter. If the Grievant fails to follow the established timeline in this procedure, then the Grievance is considered resolved, and no further action is available. The IHO shall have the authority to determine whether the IHO has jurisdiction, which may be subject to review by the Common Council.

   Any period of time described in the Grievance Procedure by reference to a number of days includes Saturdays, Sundays and any City observed holidays. Any period of time described in this procedure by reference to business day does not include Saturdays, Sundays or any City observed holiday. If the date or last date to perform any act or give notice is a Saturday, Sunday or City observed holiday, the act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or City observed holiday.

7. Scheduling. Grievance meetings and hearings may be held during the Grievant's off-duty hours. Time spent in Grievance meetings and hearings on off-duty hours will not be considered as compensable work time.

8. Individual claim. Any Grievance filed regarding workplace safety must relate to issues personal to the Grievant filing the Grievance and may not relate to, without limitation by enumeration, safety of property or third parties. A Grievance filed regarding workplace safety must be filed by the Grievant claiming the grievant has been personally affected by the alleged workplace safety violation.

A Grievance filed for discipline or termination may only be filed by the employee who is the subject of the discipline or termination.

IV. HEARING PROCEDURE:

1. Selection of the Impartial Hearing Officer (IHO). Following receipt of the appeal requesting a hearing before an IHO, the Director of Human Resources or their designee shall conduct a search and provide the names of three (3) persons, not employees of the City of La Crosse, whom he or she determines are impartial, having no interest in the grievance. This list of the three (3) IHOs shall be provided to the grievant within thirty (30) calendar days of the filing of the employee's appeal.

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Within fifteen (15) calendar days of receipt of the IHO list from Human Resources the grievant must notify Human Resources, in writing, as to the selection of the IHO. The list of IHO's may not be appealed. If the grievant fails to select an IHO from the established list and notify Human Resources by the close of the regular business hours on the 15th day, then the grievance shall be considered resolved.

2. Pre-Hearing Conference and Timelines. The Administration, Grievant and IHO shall conduct a pre-hearing conference. The IHO shall determine the date for hearing. The IHO shall also assign dates for preliminary matters that may arise prior to the hearing.

3. Conciliation. Prior to the Hearing, the parties and IHO will engage in conciliation meetings to resolve the dispute. In cases involving allegations of workplace safety, the conciliation meeting shall occur not more than ten (10) calendar days after assignment to the IHO. The IHO's involvement in any conciliation process shall not disqualify the IHO from hearing the merits of the Grievance unless all parties agree to replacing the IHO. The replacement of any IHO shall be made from the remaining two IHO's from the original list, in accordance with Article IV, paragraph 1 of this Grievance Procedure.

4. Representation. The Grievant shall have the right to representation during the Grievance Procedure at the Grievant's expense. The representative shall not be a material witness to the dispute.

5. Record of Proceedings. The IHO shall conduct the proceedings and make a record of the proceedings. Following the issuance of the decision, the record shall be provided to the Director of Human Resources or their designee of the City of La Crosse for preservation. If a court reporter is utilized the costs shall be equally shared by the grievant and the employer.

6. Burdens of Proof and Procedure. The rules of evidence shall not be strictly followed. Evidence must be relevant, reliable and probative.

    a. In disciplinary and termination matters of employees who are not at-will employees, the Administration shall bear the burden of production and burden of proof. The Administration must persuade the IHO that "cause" exists to discipline or terminate the grievant.

    b. For at-will employees the Grievant shall bear the burden of production and burden of proof. The Grievant must persuade the IHO that the City had an unlawful reason for the termination or discipline.

    c. In grievances due to workplace safety, the Grievant shall bear the burden of production and burden of proof.

In all cases, the IHO shall require the Grievant and Administration to provide a list of witnesses and exhibits that each intends to produce at the hearing no later than 10 calendar days prior to the hearing.

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7. Cost: The grievant shall pay $400 as payment towards the IHO services. The payment shall be made payable to the City of La Crosse, and must be submitted with the notice to the City of the selected IHO as described in paragraph IV (1).

8. Powers and Decision of the Impartial Hearing Officer.
   a. Written Decision: After receiving the evidence and within 30 calendar days of the close of the hearing, the IHO shall issue a written decision. The IHO has the authority to extend the timeframe for the written decision as needed. The IHO may request oral or written arguments and replies. The IHO may set deadlines for pre-hearing motions. The decision shall contain findings of fact, analysis and a recommendation. The IHO must answer the following questions:
      i. Based on the preponderance of the evidence presented, has the Administration proven the evidence in support of cause for discipline or termination?
      ii. In the case of workplace safety, has the Grievant shown a workplace safety that may cause harm to the physical health of the employee which requires immediate and necessary action by the employer.
      iii. In the case of termination or discipline of an at-will employee, has the Grievant shown that the decision of the employer was unlawful.

      a. Powers of the Hearing Officer: The IHO shall have the power to sustain or deny the Grievance. The IHO shall have no power to issue any remedy, but the IHO may recommend a remedy. Remedial authority shall be subject to the determination and approval of the Common Council, and shall be addressed by the Common Council in the event the Grievance is sustained.

9. Appeal to Common Council.
   a. Written Appeal: Either party may file a written notice of appeal requesting a Common Council review of the IHO decision. The written notice of appeal shall be filed within 15 calendar days following the issuance of the IHO decision. The written notice shall contain a statement explaining the reasons for the appeal and a copy of the Grievance, the Administration's response to the Grievance, and the IHO's response. The parties are prohibited from presenting new information in the written notice that was not presented at the Hearing. The request shall be filed with the City Clerk, and with a copy to the City Attorney, Director of Human Resources or their designee, Mayor and Council President.

   b. Review by Common Council: Upon receipt of an appeal, a copy of the record, including all exhibits, will be forwarded to the Common Council President. As soon as practicable the Common Council President shall schedule a meeting of the Common Council to consider the record and the appeal. The meeting shall be in closed session unless the employee requests, in writing, that the meeting be conducted in open session with deliberation in closed session in accordance with the Wisconsin Open Meetings law. The Common Council may decide, in each situation whether it will make a decision based upon the record, or assign an IHO to create a recommendation based upon the record for the Common Council's consideration prior to rendering its decision. The manner and process of review is the sole choice of the Common Council. As an administrative procedure this review by the Common Council is not subject to public hearings or veto by the Mayor;

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c. Decision: All decisions of the Common Council involving the Grievance shall be by simple majority vote and in writing and filed with the City Clerk or secretary of the Common Council within five (5) calendar days of the date of the final decision. A copy of the final decision shall be delivered to the Grievant, Director of Human Resources or their designee and the Administration. The Common Council's decision is final and is not subject to appeal or veto by the Mayor.

V. **LIMITATIONS OF THE SCOPE OF THE GRIEVANCE PROCEDURE:**

The scope of a grievance that is subject to the jurisdiction of a governmental body or specific procedure by other Wisconsin Statutes shall be governed by those statutes and not the Grievance Procedure.

The scope of a Grievance that is subject to a grievance procedure in a collective bargaining agreement may not be brought forth under this Policy.

The scope of a Grievance that is subject to other Policy or Ordinances for formal or informal investigation or dispute resolution procedures may not be brought forth under this Policy.

Any process available under Chapter 68, Wis. Stats., shall not apply and this grievance procedure shall be the exclusive process for all employees.

R 01/01/2018

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HIPAA PRIVACY POLICY

Introduction

City of La Crosse (the "Employer") sponsors the following group health plans:

- City of La Crosse Self-Funded Medical Benefit Plan (Two networks administered by Gundersen Lutheran Health Plan & Custom Benefit Administrators)

- City of La Crosse Section 125 Cafeteria Plan

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) these plans are considered to be "covered entities." For purposes of this Privacy Policy, the plans listed above are referred to collectively and singularly as the "Plan." Members of the Employer's workforce may have access to the individually identifiable health information of Plan participants (1) on behalf of the Plan; or (2) on behalf of the Employer, for administrative functions of the Plan.

HIPAA as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act and its implementing regulations restrict the Employer' ability to use and disclose protected health information (PHI).

Protected Health Information. Protected health information means information that is created or received by the Plan and relates to the past, present, or future physical or mental health or condition of a participant; the provision of health care to a participant; or the past, present, or future payment for the provision of health care to a participant; and that identifies the participant or for which there is a reasonable basis to believe the information can be used to identify the participant. Protected health information includes information of persons living or deceased.

It is the Employer's policy to comply fully with HIPAA's requirements for the privacy of PHI. To that end, all members of the Employer's workforce who have access to PHI must comply with this Privacy Policy. For purposes of this Policy and the Employer's more detailed use and disclosure procedures, the Employer's workforce includes individuals who would be considered part of the workforce under HIPAA such as employees, volunteers, trainees, and other persons whose work performance is under the direct control of the Employer, whether or not they are paid by the Employer. The term "employee" includes all of these types of workers.

No third-party rights (including but not limited to rights of Plan participants, beneficiaries, covered dependents, or business associates) are intended to be created by this Policy. The Employer reserves the right to amend or change this Policy at any time (and even retroactively) without notice. To the extent this Policy establishes requirements and obligations above and beyond those required by HIPAA, the Policy shall be aspirational and shall not be binding upon the Employer. This Policy does not address requirements under other federal laws or under state laws.

Hybrid Entity. In accordance with the HIPAA privacy regulations, the City of La Crosse has designated the City as a Hybrid Entity. Given this designation, employment records and other City records other than those related to the covered Health Plan will not be considered to be PHI, subject to HIPAA

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requirements, unless specifically required by law. The Hybrid Election Form states the following records are not subject to the HIPAA privacy regulations: information obtained to determine an individual's suitability to perform his/her job duties (such as physical examination reports) fit for duty exams, drug and alcohol tests obtained in the course of employment, doctor's excuses provided in accordance with the City of La Crosse's attendance policy, work-related injury and occupational exposures reports and medical and laboratory reports related to such injuries or exposures, including information necessary to determine worker's compensation coverage. Notwithstanding the fact that the preceding records are not subject to the HIPAA privacy regulations, it is the policy of the City of La Crosse to limit the use and disclosure of non-covered medical records only to those individuals who have a need to access them.

Plan's Responsibilities as Covered Entity

I. Privacy Official and Contact Person

The Employer shall designate the individual responsible for the human resource function of the Employer as the Privacy Officer.

The Privacy Official will be responsible for the development and implementation of policies and procedures relating to privacy, including but not limited to this Privacy Policy and the Employer's more detailed use and disclosure procedures. The Privacy Official will also appoint those employees who will serve as the contact persons for participants who have questions, concerns, or complaints about the privacy of their PHI.

The Privacy Official is responsible for ensuring that the Plan complies with the provisions of the HIPAA privacy rules regarding business associates, including the requirement that the Plan have a HIPAA-compliant Business Associate Agreement in place with all business associates. The Privacy Official shall also be responsible for monitoring compliance by all business associates with the HIPAA privacy rules and this Privacy Policy.

Privacy Official:
Director of Human Resources
c/o Human Resources
400 La Crosse Street
La Crosse, WI 54601
(608) 789-7595

Contact Person:
Benefits Specialist
c/o Human Resources
400 La Crosse Street
La Crosse, WI 54601
(608) 789-8310

II. Workforce Training

It is the Employer's policy to train all members of its workforce on its privacy policies and procedures. The Privacy Official is charged with developing training schedules and programs so that all workforce members receive the training necessary and appropriate to permit them to carry out their functions within the Plan in compliance with HIPAA.

III. Administrative, Technical and Physical Safeguards and Firewall

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The Employer will establish on behalf of the Plan appropriate administrative, technical and physical safeguards to prevent PHI from intentionally or unintentionally being used or disclosed in violation of HIPAA's requirements. Administrative safeguards include implementing procedures for use and disclosure of PHI. Technical safeguards include limiting access to information by creating computer firewalls. Physical safeguards include locking doors or filing cabinets.

Firewalls will ensure that only authorized employees will have access to PHI, that they will have access to only the minimum amount of PHI necessary for plan administrative functions, and that they will not further use or disclose PHI in violation of HIPAA's privacy rules.

IV. Privacy Notice

The Privacy Official is responsible for developing and maintaining a notice of the Plan's privacy practices that describes:

- the uses and disclosures of PHI that may be made by the Plan;
- the individual's rights under the HIPAA privacy rules;
- the Plan's legal duties with respect to the PHI; and
- other information as required by the HIPAA privacy rules.

The privacy notice will inform participants that the Employer will have access to PHI in connection with its plan administrative functions. The privacy notice will also provide a description of the Employer's complaint procedures, the name and telephone number of the contact person for further information, and the date of the notice.

The notice of privacy practices will be individually delivered to all participants:

- no later than November 1st;
- on an ongoing basis, at the time of an individual's enrollment in the Plan or, in the case of providers, at the time of treatment and consent; and
- within 60 days after a material change to the notice.

The Plan will also provide notice of availability of the privacy notice (or a copy of the privacy notice) at least once every three years in compliance with the HIPAA privacy regulations.

V. Complaints

The Privacy Officer will be the Plan's contact person for receiving complaints.

The Privacy Official is responsible for creating a process for individuals to lodge complaints about the Plan's privacy procedures and for creating a system for handling such complaints. A copy of the complaint procedure shall be provided to any participant upon request.

VI. Sanctions for Violations of Privacy Policy

Sanctions for using or disclosing PHI in violation of HIPAA or this HIPAA Privacy Policy will be imposed in accordance with the Employer's discipline policy, up to and including termination.

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VII. Mitigation of Inadvertent Disclosures of Protected Health Information

The Plan shall mitigate, to the extent possible, any harmful effects that become known to it of a use or disclosure of an individual's PHI in violation of HIPAA or the policies and procedures set forth in this Policy. As a result, if an employee becomes aware of a disclosure of protected health information, either by an employee or a business associate the employee or the business associate, that is not in compliance with this policy or HIPAA, the employee should immediately contact the Privacy Officer so that the appropriate steps to mitigate the harm to the participant can be taken.

VIII. No Intimidating or Retaliatory Acts; No Waiver of HIPAA Privacy

No employee may intimidate, threaten, coerce, discriminate against, or take other retaliatory action against individuals for exercising their rights, filing a complaint, participating in an investigation, or opposing any improper practice under HIPAA.

No individual shall be required to waive his or her privacy rights under HIPAA as a condition of treatment, payment, enrollment or eligibility under the Plan.

IX. Plan Documents

Plan documents shall include provisions to describe the permitted and required uses and disclosures of PHI by the Employer for plan administrative purposes or other permitted purposes. Specifically, Plan documents shall require the Employer to:

- not use or further disclose PHI other than as permitted by the Plan documents or as required by law;
- ensure that any agents or subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer;
- not use or disclose PHI for employment-related actions or in connection with any other employee benefit plan;
- report to the privacy Officer any use or disclosure of the information that is inconsistent with the permitted use or disclosure and, if necessary, report such use or disclosure to the Department of Health and Human Services (HHS),as required by HITECH;
- make PHI available to Plan participants, consider their amendments and, upon request, provide them with an accounting of PHI disclosures in accordance with HIPAA privacy rules;
- make the Employer's internal practices and records relating to the use and disclosure of PHI received from the Plan available to HHS upon request; and
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses

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and disclosures to those purposes that make the return or destruction of the information infeasible.

The Plan documents must also require the Employer to (1) certify to the Privacy Official that the Plan documents have been amended to include the above restrictions and that the Employer agree to those restrictions; and (2) provide adequate firewalls in compliance with the HIPAA privacy rules.

X. Documentation

The Plan's privacy policies and procedures shall be documented and maintained for at least six years from the date last in effect. Policies and procedures must be changed as necessary or appropriate to comply with changes in the law, standards, requirements and implementation specifications (including changes and modifications in regulations). Any changes to policies or procedures must promptly be documented.

The Plan shall document certain events and actions (including authorizations, requests for information, sanctions, and complaints) relating to an individual's privacy rights.

If a change in law impacts the privacy notice, the privacy policy must promptly be revised and made available. Such change is effective only with respect to PHI created or received after the effective date of the notice.

The documentation of any policies and procedures, actions, activities and designations may be maintained in either written or electronic form. The Plan must maintain such documentation for at least six years.

Policies on Use and Disclosure of PHI

I. Use and Disclosure Defined

The Employer and the Plan will use and disclose PHI only as permitted under HIPAA. The terms "use" and "disclosure" are defined as follows:

- *Use*. The sharing, employment, application, utilization, examination, or analysis of individually identifiable health information by any person working for or within the benefits department of the Employer, or by a Business Associate (defined below) of the Plan.

- *Disclosure*. For information that is PHI, disclosure means any release, transfer, provision of access to, or divulging in any other manner of individually identifiable health information to persons not employed by or working within the Human Resources Department of the Employer, or not a Business Associate (defined below) of the Plan.

II. Workforce Must Comply With Plan's Policy and Procedures

All members of the Employer's workforce (described at the beginning of this Policy and referred to herein as "employees") who has access to Plan PHI must comply with this Policy and with the Plan's more detailed use and disclosure procedures, which are set forth in a separate document.

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III. Access to PHI Is Limited to Certain Employees

The following employees ("employees with access") have access to PHI:

- Any employee who performs functions directly on behalf of the Plan; and
- Department of Human Resources who has access to PHI on behalf of the Business Associate for its use in "plan administrative functions" of the covered entities.

The same employees may be named or described in both of these two categories. These employees with access may use and disclose PHI for plan administrative functions, and they may disclose PHI to other employees with access for plan administrative functions (but the PHI disclosed must be limited to the minimum amount necessary to perform the plan administrative function). Employees with access may not disclose PHI to employees (other than employees with access) unless an authorization is in place or the disclosure otherwise is in compliance with this Policy and any associated procedures.

IV. Permitted Uses and Disclosures for Plan Administration Purposes

The Plan may disclose to the Employer for its use the following: (a) de-identified health information relating to plan participants; (b) Plan enrollment information; (c) summary health information for the purposes of obtaining premium bids for providing health insurance coverage under the Plan or for modifying, amending, or terminating the Plan; or (d) PHI pursuant to an authorization from the individual whose PHI is disclosed.

The Plan may disclose PHI to the following employees who have access to use and disclose PHI to perform functions on behalf of the Plan or to perform plan administrative functions ("employees with access"):

- Any employee who performs functions directly on behalf of the Plan; and
- Any other employee who has access to PHI on behalf of the Employer for its use in "plan administrative functions."

The same employees may be named or described in both of these two categories. These employees with access may use and disclose PHI for plan administrative functions, and they may disclose PHI to other employees with access for plan administrative functions (but the PHI disclosed must be limited to the minimum amount necessary to perform the plan administrative function). Employees with access may not disclose PHI to employees (other than employees with access) unless an authorization is in place or the disclosure otherwise is in compliance with this Policy and the more detailed use and disclosure procedures.

V. Permitted Uses and Disclosures: Payment and Health Care Operations

The Plan may disclose to the Employer for the Plan's own payment purposes, and PHI may be disclosed to another covered entity for the payment purposes of that covered entity.

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Payment. Payment includes activities undertaken to obtain Plan contributions or to determine or fulfill the Plan's responsibility for provision of benefits under the Plan, or to obtain or provide reimbursement for health care. Payment also includes:

- eligibility and coverage determinations including coordination of benefits and adjudication or subrogation of health benefit claims;
- risk adjusting based on enrollee status and demographic characteristics;
- billing, claims management, collection activities, obtaining payment under a contract for reinsurance (including stop-loss insurance and excess loss insurance) and related health care data processing; and
- any other payment activity permitted by the HIPAA privacy regulations.

PHI may be disclosed for purposes of the Plan's own health care operations. PHI may be disclosed to another covered entity for purposes of the other covered entity's quality assessment and improvement, case management, or health care fraud and abuse detection programs, if the other covered entity has (or had) a relationship with the participant and the PHI requested pertains to that relationship.

Health Care Operations. Health care operations means any of the following activities to the extent that they are related to Plan administration:

- conducting quality assessment and improvement activities;
- reviewing health plan performance;
- underwriting and premium rating;
- conducting or arranging for medical review, legal services and auditing functions;
- business planning and development; and
- business management and general administrative activities; and
- any other payment activity permitted by the HIPAA privacy regulations.

VI. No Disclosure of PHI for Non-Health Plan Purposes

PHI may not be used or disclosed for the payment or operations of the Employer's "non-health" benefits (e.g., disability, workers' compensation, life insurance, etc.), unless the participant has provided an authorization for such use or disclosure (as discussed in "Disclosures Pursuant to an Authorization") or such use or disclosure is required by applicable state law and particular requirements under HIPAA are met.

VII. Mandatory Disclosures of PHI: to Individual and HHS

A participant's PHI must be disclosed as required by HIPAA in three situations:

- The disclosure is to the individual who is the subject of the information (see the policy for "Access to Protected Information and Request for Amendment" that follows);
- The disclosure is required by law, or

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- The disclosure is made to HHS for purposes of enforcing of HIPAA.

VIII. Other Permitted Disclosures of PHI

PHI may be disclosed in the following situations without a participant's authorization, when specific requirements are satisfied. The requirements include prior approval of the Employer's Privacy Official. Permitted are disclosures—

- about victims of abuse, neglect or domestic violence;
- for treatment purposes;
- for judicial and administrative proceedings;
- for law enforcement purposes;
- for public health activities;
- for health oversight activities;
- about decedents;
- for cadaveric organ, eye or tissue donation purposes;
- for certain limited research purposes;
- to avert a serious threat to health or safety;
- for specialized government functions; and
- that relate to workers' compensation programs.

IX. Disclosures of PHI Pursuant to an Authorization

PHI may be disclosed for any purpose if an authorization that satisfies all of HIPAA's requirements for a valid authorization is provided by the participant. All uses and disclosures made pursuant to a signed authorization must be consistent with the terms and conditions of the authorization.

X. Complying With the "Minimum-Necessary" Standard

HIPAA requires that when PHI is used or disclosed, the amount disclosed generally must be limited to the "minimum necessary" to accomplish the purpose of the use or disclosure.

The "minimum-necessary" standard does not apply to any of the following:

- uses or disclosures made to the individual;
- uses or disclosures made pursuant to a valid authorization;
- disclosures made to HHS;
- uses or disclosures required by law; and
- uses or disclosures required to comply with HIPAA.

Minimum Necessary When Disclosing PHI. The Plan, when disclosing PHI subject to the minimum necessary standard, shall take reasonable and appropriate steps to ensure that only the minimum amount of PHI that is necessary for the requestor is disclosed. More details on the requirements are found in the Plan's Privacy Use and Disclosure Procedures. All disclosures not discussed in the Plan's Privacy Use and Disclosure Procedures must be reviewed on an individual basis with the Privacy Official

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to ensure that the amount of information disclosed is the minimum necessary to accomplish the purpose of the disclosure.

Minimum Necessary When Requesting PHI. The Plan, when requesting PHI subject to the minimum-necessary standard, shall take reasonable and appropriate steps to ensure that only the minimum amount of PHI necessary for the Plan is requested. More details on the requirements are found in the Plan's Privacy Use and Disclosure Procedures. All requests not discussed in the Plan's Privacy Use and Disclosure Procedures must be reviewed on an individual basis with the Privacy Official to ensure that the amount of information requested is the minimum necessary to accomplish the purpose of the disclosure.

XI. Disclosures of PHI to Business Associates

Employees may disclose PHI to the Plan's business associates and allow the Plan's business associates to create or receive PHI on its behalf. However, prior to doing so, the Plan must first obtain assurances from the business associate that it will appropriately safeguard the information. Before sharing PHI with outside consultants or contractors who meet the definition of a "business associate," employees must contact the Privacy Official and verify that a business associate contract is in place.

Business Associate is an entity that:

- performs or assists in performing a Plan function or activity involving the use and disclosure of protected health information (including claims processing or administration, data analysis, underwriting, etc.); or

- provides legal, accounting, actuarial, consulting, data aggregation, management, accreditation, or financial services, where the performance of such services involves giving the service provider access to PHI.

XII. Disclosures of De-Identified Information

The Plan may freely use and disclose de-identified information in accordance with HIPAA privacy regulations. De-identified information is health information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual. There are two ways a business associate can determine that information is de-identified: either by professional statistical analysis, or by removing specific identifiers.

XIII. Physical Access Controls/Guidelines to Guard PHI

The Employer will maintain strict physical access controls to its information systems at all times and under all conditions. This includes the physical security of electronic and paper data.

The Employer will terminate access to information systems and other sources of PHI, including access to rooms or buildings where PHI is located, when an employee, agent or contractor ends his/her employment or engagement. The Employer will terminate access to specific types of PHI when the status of any member of the workforce no longer requires access to those types of information.

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Cleaning personnel:

Cleaning personnel do not need PHI to accomplish their work. Whenever reasonably possible, PHI will be placed in locked containers, cabinets or rooms before cleaning personnel enter an area. When it is not reasonably possible to lock up PHI, it must be removed from sight before cleaning personnel enter an area and a supervisor must be present.

Computer Screens:

Computer screens at each workstation must be positioned so that only authorized users at that workstation can read the display. When screens cannot be relocated, filters, hoods, or other devices may be employed. Computer displays will be configured to go blank, or to display a screen saver, when left unattended for more than a brief period of time. The period of time will be determined by the Compliance Official. Wherever practicable, reverting from the screen saver to the display of data will require a password. Computer screens left unattended for longer periods of time will log off the user. The period of time will be determined by the Privacy Official.

Compliance Official:

Director of Information Systems & Technology
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601
(608) 789-8225

Conversations:

Conversations concerning individual care or other PHI must be conducted in a way that reduces the likelihood of being overheard by others. Wherever reasonably possible, barriers will be used to reduce the opportunity for conversations to be overheard.

Copying medical records and other PHI:

When PHI is copied, only the information that is necessary to accomplish the purpose for which the copy is being made, may be copied. This may require that part of a page be masked.

Desks and countertops:

Provider reports and other documents which may display identifiers and other "keys" to information should be placed face down on counters, desks, and other places where individuals or visitors can see them. Wherever it is reasonably possible to do so, medical reports and other documents containing PHI will not be left on desks and countertops after business hours. Supervisors will take reasonable steps to provide all work areas where PHI is used in paper form with lockable storage bins, lockable desk drawers or other means to secure PHI during periods when the area is left unattended. In areas where locked storage after hours cannot reasonably be accomplished, PHI must be kept out of sight. A supervisor must be present whenever someone who is not authorized to have access to that data is in the area.

Disposal of paper with PHI:

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Paper documents containing PHI must be shredded when no longer needed. If retained for a commercial shredder, they must be kept in a locked bin.

Home office:

Any member of the workforce who is authorized to work from a home office must assure that the home office complies with all applicable policies and procedures regarding the security and privacy of PHI, including these guidelines.

Key policy:

The Privacy Official will develop a list of which personnel, by job title, may have access to which keys. This includes keys to storage cabinets, storage rooms and buildings. All keys must be signed out. Keys must be surrendered upon termination of employment. The Privacy Official will ensure that locks are changed whenever there is evidence that a key is no longer under the control of an authorized member of the workforce, and its loss presents a security threat that justifies the expense.

Personal digital assistants (PDAs):

The privacy and security policies apply to any PHI that is stored on a PDA or laptop. Users of PDAs and laptops are responsible for assuring that the PHI on their devices is kept secure and private. Any loss or theft of a PDA or laptop thought to contain PHI must be reported to the Compliance Official immediately. Users of PDAs who store PHI on their devices will receive special training in the risks of this practice, and measures that they can take to reduce the risks (such as use of passwords).

Printers and Fax Machines:

Printers and fax machines must be located in secure areas, where only authorized members of the workforce can have access to documents being printed.

Records carried from one building to another:

When PHI is carried from one building to another, it must be signed out and signed in. When a member of the workforce is transporting PHI from one building to another, it may not be left unattended unless it is in a locked vehicle, in an opaque, locked container. Locking the vehicle alone is not sufficient.

Record Storage:

Areas where records and other documents that contain PHI are stored must be secure. Wherever reasonably possible, the PHI will be stored in locking cabinets. Where locking cabinets are not available, the storage area must be locked when no member of the workforce is present to observe who enters and leaves and no unauthorized personnel may be left alone in such areas without supervision.

Workforce Vigilance:

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All members of the workforce are responsible for watching for unauthorized use or disclosure of PHI, to act to prevent the action, and to report suspected breaches of privacy and security policies to their supervisor, or to the Privacy Official (example of a breach: individual or visitor looking through PHI left on a counter).

Visitors:

Visitors to areas where PHI is being used must be accompanied by a member of the Employer's workforce.

XIV. Breach Notification Requirements

The Plan will comply with the requirements of the HITECH Act and its implementing regulations to provide notification to affected individuals, HHS, and the media (when required) if the Plan or one of its business associates discovers a breach of unsecured PHI.

Policies on Individual Rights

I. Access to PHI and Requests for Amendment

HIPAA gives participants the right to access and obtain copies of their PHI that the Plan (or its business associates) maintains in designated record sets. HIPAA also provides that participants may request to have their PHI amended. The Plan will provide access to PHI and it will consider requests for amendment that are submitted in writing by participants.

Designated Record Set is a group of records maintained by or for the Plan that includes:

- the enrollment, payment, and claims adjudication record of an individual maintained by or for the Plan; or
- other PHI used, in whole or in part, by or for the Plan to make coverage decisions about an individual.

II. Accounting

An individual has the right to obtain an accounting of certain disclosures of his or her own PHI. This right to an accounting extends to disclosures made in the last six years, other than disclosures:

- to carry out treatment, payment or health care operations;
- to individuals about their own PHI;
- incident to an otherwise permitted use or disclosure;
- pursuant to an authorization;
- to persons involved in the patient's care or other notification purposes;
- to correctional institutions or law enforcement when the disclosure was permitted without authorization;
- as part of a limited data set;

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- for specific national security or law enforcement purposes; or
- disclosures that occurred prior to the compliance date.

The Plan shall respond to an accounting request within 60 days. If the Plan is unable to provide the accounting within 60 days, it may extend the period by 30 days, provided that it gives the participant notice (including the reason for the delay and the date the information will be provided) within the original 60-day period.

The accounting must include the date of the disclosure, the name of the receiving party, a brief description of the information disclosed, and a brief statement of the purpose of the disclosure (or a copy of the written request for disclosure, if any). If a brief purpose statement is included in the accounting, it must be sufficient to reasonably inform the individual of the basis of the disclosure.

The first accounting in any 12-month period shall be provided free of charge. The Privacy Official may impose reasonable production and mailing costs for subsequent accountings.

III. Requests for Alternative Communication Means or Locations

Participants may request to receive communications regarding their PHI by alternative means or at alternative locations. For example, participants may ask to be called only at work rather than at home. Such requests may be honored if, in the sole discretion of the Employer, the requests are reasonable.

However, the Employer shall accommodate such a request if the participant clearly provides information that the disclosure of all or part of that information could endanger the participant. The Privacy Official has responsibility for administering requests for confidential communications.

IV. Requests for Restrictions on Uses and Disclosures of Protected Health Information

A participant may request restrictions on the use and disclosure of the participant's PHI. It is the Plan's' policy to attempt to honor such requests if, in the sole discretion of the Employer, the requests are reasonable. The Plan is charged with responsibility for administering requests for restrictions and shall communicate any restrictions to the
Privacy Official.

HIPAA PRIVACY USE AND DISCLOSURE PROCEDURES

Introduction

City of La Crosse (the "Employer") sponsors the following health plans:

- City of La Crosse Self-Funded Medical Benefit Plan (Two networks administered by Gundersen Lutheran Health Plan & Custom Benefit Administrators)

- City of La Crosse Section 125 Cafeteria Plan

For purposes of these procedures the plans listed above are referred to collectively and singularly as the "Plan." Members of the Employer's workforce may have access to the individually identifiable health

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information of Plan participants (1) on behalf of the Plan itself; or (2) on behalf of the Employer, for administrative functions of the Plan.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations restrict the Employer's ability to use and disclose protected health information (PHI).

Protected Health Information. Protected health information means information that is created or received by the Plan and relates to the past, present, or future physical or mental health or condition of a participant; the provision of health care to a participant; or the past, present, or future payment for the provision of health care to a participant; and that identifies the participant or for which there is a reasonable basis to believe the information can be used to identify the participant. Protected health information includes information of persons living or deceased.

It is the Employer's policy to comply fully with HIPAA's requirements. To that end, all members of the Employer's workforce who have access to PHI must comply with these Use and Disclosure Procedures. For purposes of these Use and Disclosure Procedures and the Employer's separate privacy policy, the Employer's workforce includes individuals who would be considered part of the workforce under HIPAA such as employees, volunteers, trainees, and other persons whose work performance is under the direct control of the Employer, whether or not they are paid by the Employer. The term "employee" includes all of these types of workers.

No third party rights (including but not limited to rights of Plan participants, beneficiaries, covered dependents, or business associates) are intended to be created by these Use and Disclosure Procedures. The Employer reserves the right to amend or change these Use and Disclosure Procedures at any time (and even retroactively) without notice. To the extent these Use and Disclosure Procedures establish requirements and obligations above and beyond those required by HIPAA, these Use and Disclosure Procedures shall be aspirational and shall not be binding upon the Employer. These Use and Disclosure Procedures do not address requirements under other federal laws or under state laws.

Procedures for Use and Disclosure of PHI

I. Use and Disclosure Defined

The Employer and the Plan will use and disclose PHI only as permitted under HIPAA. The terms "use" and "disclosure" are defined as follows:

- Use. The sharing, employment, application, utilization, examination, or analysis of individually identifiable health information by any person working for or within the human resources department of the Employer, or by a Business Associate (defined below) of the Plan.

- Disclosure. For information that is PHI, disclosure means any release, transfer, provision of access to, or divulging in any other manner of individually identifiable health information to persons not employed by or working within the human resources department of the location(s) of the Employer.

II. Workforce Must Comply With Employer's Policy and Procedures

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All members of the Employer's workforce (described at the beginning of these Use and Disclosure Procedures and referred to herein as "employees") must comply with these Use and Disclosure Procedures and the Employer's separate privacy policy.

III. Access to PHI Is Limited to Certain Employees

The following employees ("employees with access") have access to PHI:

- Those employees who perform functions directly on behalf of the Plan, and
- Any other employee who has access to PHI on behalf of the Employer for its use in "plan administrative functions".

These employees with access may use and disclose PHI for plan administrative functions, and they may disclose PHI to other employees with access for plan administrative functions (but the PHI disclosed must be limited to the minimum amount necessary to perform the plan administrative function). Employees with access may not disclose PHI to employees (other than employees with access) except in accordance with these Use and Disclosure Procedures.

IV. Permitted Uses and Disclosures of PHI: Payment and Health Care Operations

Definitions

Payment. Payment includes activities undertaken to obtain Plan contributions or to determine or fulfill the Plan's responsibility for provision of benefits under the Plan, or to obtain or provide reimbursement for health care. Payment also includes:

- eligibility and coverage determinations including coordination of benefits and adjudication or subrogation of health benefit claims;
- risk adjusting based on enrollee status and demographic characteristics; and
- billing, claims management, collection activities, obtaining payment under a contract for reinsurance (including stop-loss insurance and excess loss insurance) and related health care data processing.

Health Care Operations. Health care operations means any of the following activities to the extent that they are related to Plan administration:

- conducting quality assessment and improvement activities;
- reviewing health plan performance;
- underwriting and premium rating;
- conducting or arranging for medical review, legal services and auditing functions;
- business planning and development; and
- business management and general administrative activities.

Procedure

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- Uses and Disclosures for Plan's Own Payment Activities or Health Care Operations. An employee may use and disclose a Plan participant's PHI to perform the Plan's own payment activities or health care operations.

- Disclosures must comply with the "Minimum-Necessary" Standard. (Under that procedure, if the disclosure is not recurring, the disclosure must be approved by the Privacy Official.)

- Disclosures must be documented in accordance with the procedure for "Documentation Requirements."

- Disclosures for Another Entity's Payment Activities. An employee may disclose a Plan participant's PHI to another covered entity or health care provider to perform the other entity's payment activities. These disclosures will be made according to procedures developed by the Privacy Official.

- Disclosures for Certain Health Care Operations of the Receiving Entity. An employee may disclose PHI for purposes of the other covered entity's quality assessment and improvement, case management, or health care fraud and abuse detection programs, if the other covered entity has (or had) a relationship with the individual and the PHI requested pertains to that relationship. Such disclosures are made according to procedures developed by the Privacy Official.

- The disclosure must be approved by the Privacy Official.

- Use or Disclosure for Purposes of Non-Health Benefits. Unless an authorization from the individual (as discussed in "Disclosures Pursuant to an Authorization") has been received, an employee may not use a participant's PHI for the payment or operations of the Employer's "non-health" benefits (e.g., disability, worker's compensation, and life insurance). If an employee requires a participant's PHI for the payment or health care operations of non-Plan benefits, follow the steps provided by the Privacy Official.

    - Obtain an Authorization. First, contact the Privacy Official to determine whether an authorization for this type of use or disclosure is on file. If no form is on file, request an appropriate form from the Privacy Official. Employees shall not attempt to draft authorization forms. All authorizations for use or disclosure for non-Plan purposes must be on a form provided by (or approved by) the Privacy Official.

- Questions? Any employee who is unsure as to whether a task he or she is asked to perform qualifies as a payment activity or a health care operation of the Plan should contact the Privacy Official or his or her designated representative.

V. Mandatory Disclosures of PHI: to Individuals and HHS

Procedure

- Request From Individual. Upon receiving a request from an individual (or an individual's representative) for disclosure of the individual's own PHI, the employee must follow the procedure for "Disclosures to Individuals Under Right to Access Own PHI."

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- Request From HHS. Upon receiving a request from a HHS official for disclosure of PHI, the employee must take the steps established by the Privacy Official.

- Follow the procedures for verifying the identity of a public official set forth in "Verification of Identity of Those Requesting Protected Health Information."

- Disclosures must be documented in accordance with the procedure for "Documentation Requirements."

VI. Permissive Disclosures of PHI: for Legal and Public Policy Purpose

Procedure

- Disclosures for Legal or Public Policy Purposes. An employee who receives a request for disclosure of an individual's PHI that appears to fall within one of the categories described below under "Legal and Public Policy Disclosures Covered" must contact the Privacy Official. Disclosures may be made according to procedures established by the Privacy Official.

- The disclosure must be approved by the Privacy Official.

- Disclosures must comply with the "Minimum-Necessary Standard."

- Disclosures must be documented in accordance with the procedure for "Documentation Requirements."

Legal and Public Policy Disclosures Covered

- Disclosures about victims of abuse, neglect or domestic violence, if the following conditions are met:

    - The individual agrees with the disclosure; or

    - The disclosure is expressly authorized by statute or regulation and the disclosure prevents harm to the individual (or other victim) or the individual is incapacitated and unable to agree and information will not be used against the individual and is necessary for an imminent enforcement activity. In this case, the individual must be promptly informed of the disclosure unless this would place the individual at risk or if informing would involve a personal representative who is believed to be responsible for the abuse, neglect or violence.

- For Judicial and Administrative Proceedings, in response to:

    - An order of a court or administrative tribunal (disclosure must be limited to PHI expressly authorized by the order); and

    - A subpoena, discovery request or other lawful process, not accompanied by a court order or administrative tribunal, upon receipt of assurances that the individual has been given notice of the

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request, or that the party seeking the information has made reasonable efforts to receive a qualified protective order.

- To a Law Enforcement Official for Law Enforcement Purposes, under the following conditions:
    - Pursuant to a process and as otherwise required by law, but only if the information sought is relevant and material, the request is specific and limited to amounts reasonably necessary, and it is not possible to use de-identified information.
    - Information requested is limited information to identify or locate a suspect, fugitive, material witness or missing person.
    - Information about a suspected victim of a crime (1) if the individual agrees to disclosure; or (2) without agreement from the individual, if the information is not to be used against the victim, if need for information is urgent, and if disclosure is in the best interest of the individual.
    - Information about a deceased individual upon suspicion that the individual's death resulted from criminal conduct.
    - Information that constitutes evidence of criminal conduct that occurred on the Employer's premises.
    - To Appropriate Public Health Authorities for Public Health Activities.
    - To a Health Oversight Agency for Health Oversight Activities, as authorized by law.
    - To a Coroner or Medical Examiner About Decedents, for the purpose of identifying a deceased person, determining the cause of death or other duties as authorized by law.
    - For Cadaveric Organ, Eye or Tissue Donation Purposes, to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of organs, eyes or tissue for the purpose of facilitating transplantation.
    - For Certain Limited Research Purposes, provided that a waiver of the authorization required by HIPAA has been approved by an appropriate privacy board.
    - To Avert a Serious Threat to Health or Safety, upon a belief in good faith that the use or disclosure is necessary to prevent a serious and imminent threat to the health or safety of a person or the public.
    - For Specialized Government Functions, including disclosures of an inmate’s PHI to correctional institutions and disclosures of an individual's PHI to an authorized federal Official for the conduct of national security activities.
    - For Workers' Compensation Programs, to the extent necessary to comply with laws relating to workers' compensation or other similar programs.

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VII. Disclosures of PHI Pursuant to an Authorization

Procedure

Disclosure Pursuant to Individual Authorization. Any requested disclosure to a third party (i.e., not the individual to whom the PHI pertains) that does not fall within one of the categories for which disclosure is permitted or required under these Use and Disclosure Procedures may be made pursuant to an individual authorization. If disclosure pursuant to an authorization is requested, the following procedures should be followed:

- Follow the procedures for verifying the identity of the individual (or individual's representative) set forth in "Verification of Identity of Those Requesting Protected Health Information."
- Verify that the authorization form is valid. Valid authorization forms are those that:
- Are properly signed and dated by the individual or the individual's representative;
- Are not expired or revoked [the expiration date of the authorization form must be a specific date (such as July 1, 2010) or a specific time period (e.g., one year from the date of signature), or an event directly relevant to the individual or the purpose of the use or disclosure (e.g., for the duration of the individual's coverage)];
- Contain a description of the information to be used or disclosed;
- Contain the name of the entity or person authorized to use or disclose the PHI;
- Contain the name of the recipient of the use or disclosure;
- Contain a statement regarding the individual's right to revoke the authorization and the procedures for revoking authorizations; and
- Contain a statement regarding the possibility for a subsequent re-disclosure of the information.
- All uses and disclosures made pursuant to an authorization must be consistent with the terms and conditions of the authorization.
- Disclosures must be documented in accordance with the procedure for "Documentation Requirements."

VIII. Disclosure of PHI to Business Associates

Definition of Business Associate

Business Associate is an entity or person who:

- performs or assists in performing a Plan function or activity involving the use and disclosure of PHI (including claims processing or administration; data analysis, underwriting, etc.); or

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- provides legal, accounting, actuarial, consulting, data aggregation, management, accreditation, or financial services, where the performance of such services involves giving the service provider access to PHI.

Procedure

Use and Disclosure of PHI by Business Associate. All uses and disclosures by a "business associate" must be made in accordance with a valid business associate agreement. Before providing PHI to a business associate, employees must contact the Privacy Official and verify that a business associate contract is in place.

The following additional procedures must be satisfied:

- Disclosures must be consistent with the terms of the business associate contract.
- Disclosures must comply with the "Minimum-Necessary Standard." (Under that procedure, each recurring disclosure will be subject to a separate policy to address the minimum-necessary requirement, and each non-recurring disclosure must be approved by the Privacy Official.)
- Disclosures must be documented in accordance with the procedure for "Documentation Requirements."

IX. Requests for Disclosure of PHI From Spouses, Family Members, and Friends

The Plan and Employer will not disclose PHI to family or friends of an individual except as required or permitted by HIPAA. Generally, an authorization is required before another party, including spouse, family member or friend, will be able to access PHI.

- If an employee receives a request for disclosure of an individual's PHI from a spouse, family member or personal friend of an individual, and the spouse, family member, or personal friend is either (1) the parent of the individual and the individual is a minor child; or (2) the personal representative of the individual, then follow the procedure for "Verification of Identity of Those Requesting Protected Health Information."
- Once the identity of a parent or personal representative is verified, then follow the procedure for "Request for Individual Access."
- All other requests from spouses, family members, and friends must be authorized by the individual whose PHI is involved. See the procedures for "Disclosures Pursuant to Individual Authorization."

X. Disclosures of De-Identified Information

Definition of De-Identified Information

De-identified information is health information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual. There are

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two ways a covered entity can determine that information is de-identified: either by professional statistical analysis, or by removing 18 specific identifiers.

Procedure

- Obtain approval from the Privacy Official for the disclosure. The Privacy Official will verify that the information is de-identified.

- The Plan may freely use and disclose de-identified information. De-identified information is not PHI.

XI. Verification of Identity of Those Requesting Protected Health Information

Verifying Identity and Authority of Requesting Party. Employees must take steps to verify the identity of individuals who request access to PHI. They must also verify the authority of any person to have access to PHI, if the identity or authority of such person is not known. Separate procedures are set forth below for verifying the identity and authority, depending on whether the request is made by the individual, a parent seeking access to the PHI of his or her minor child, a personal representative, or a public official seeking access.

- Request Made by Individual. When an individual requests access to his or her own PHI, the following steps should be followed:

    - Request a form of identification from the individual. Employees may rely on a valid driver's license, passport or other photo identification issued by a government agency.

    - Verify that the identification matches the identity of the individual requesting access to the PHI. If you have any doubts as to the validity or authenticity of the identification provided or the identity of the individual requesting access to the PHI, contact the Privacy Official.

    - Make a copy of the identification provided by the individual and file it with the individual's designated record set.

    - If the individual requests PHI over the telephone, ask for his or her social Security number.

    - Disclosures must be documented in accordance with the procedure for "Documentation Requirements."

    - Request Made by Parent Seeking PHI of Minor Child. When a parent requests access to the PHI of the parent's minor child, the following steps should be followed:

    - Seek verification of the person's relationship with the child. Such verification may take the form of confirming enrollment of the child in the parent's plan as a dependent.

    - Disclosures must be documented in accordance with the procedure "Documentation Requirements."

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- Request Made by Personal Representative. When a personal representative requests access to an individual's PHI, the following steps should be followed:

  - Require a copy of a valid power of attorney or other documentation—requirements may vary state-by-state. If there are any questions about the validity of this document, seek review by the Privacy Official.

  - Make a copy of the documentation provided and file it with the individual's designated record set.

  - Disclosures must be documented in accordance with the procedure for "Documentation Requirements."

- Request Made by Public Official. If a public official requests access to PHI, and if the request is for one of the purposes set forth above in "Mandatory Disclosures of PHI" or "Permissive Disclosures of PHI," the following steps should be followed to verify the official's identity and authority:

  - If the request is made in person, request presentation of an agency identification badge, other official credentials, or other proof of government status. Make a copy of the identification provided and file it with the individual's designated record set.

  - If the request is in writing, verify that the request is on the appropriate government letterhead.

  - If the request is by a person purporting to act on behalf of a public official, request a written statement on appropriate government letterhead that the person is acting under the government's authority or other evidence or documentation of agency, such as a contract for services, memorandum of understanding, or purchase order, that establishes that the person is acting on behalf of the public official.

  - Request a written statement of the legal authority under which the information is requested, or, if a written statement would be impracticable, an oral statement of such legal authority. If the individual's request is made pursuant to legal process, warrant, subpoena, order, or other legal process issued by a grand jury or a judicial or administrative tribunal, contact the Legal Department.

  - Obtain approval for the disclosure from the Privacy Official.

  - Disclosures must be documented in accordance with the procedure for "Documentation Requirements."

XII. Complying With the "Minimum-Necessary" Standard

Procedures for Disclosures

- Identify recurring disclosures. For each recurring disclosure, identify the types of PHI to be disclosed, the types of person who may receive the PHI, the conditions that would apply to such access, and the standards for disclosures to routinely-hired types of business associates. Create a policy for each

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specific recurring disclosure that limits the amount disclosed to the minimum amount necessary to accomplish the purpose of the disclosure.

- For all other requests for disclosures of PHI, contact the Privacy Official, who will ensure that the amount of information disclosed is the minimum necessary to accomplish the purpose of the disclosure.

Procedures for Requests

- Identify recurring requests. For each recurring request, identify the information that is necessary for the purpose of the requested disclosure and create a policy that limits each request to the minimum amount necessary to accomplish the purpose of the disclosure.

- For all other requests for PHI, contact the Privacy Official, who will ensure the amount of information requested is the minimum necessary to accomplish the purpose of the disclosure.

Exceptions

- The "minimum-necessary" standard does not apply to any of the following:
- Uses or disclosures made to the individual;
- Uses or disclosures made pursuant to an individual authorization;
- Disclosures made to HHS;
- Uses or disclosures required by law; and
- Uses or disclosures required to comply with HIPAA.

XIII. Documentation

Procedure

- Documentation. Employees shall maintain copies of all of the following items for a period of at least six years from the date the documents were created or were last in effect, whichever is later:
    - “Notices of Privacy Practices" that are issued to participants;
    - Copies of policies and procedures;
    - Individual authorizations;
    - When disclosure of certain PHI is made:
        - the date of the disclosure;
        - the name of the entity or person who received the PHI and, if known, the address of such entity or person;
        - a brief description of the PHI disclosed;
        - a brief statement of the purpose of the disclosure; and
        - any other documentation required under these Use and Disclosure Procedures.

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Note: The retention requirement only applies to documentation required by HIPAA. It does not apply to all medical records.

XIV. Mitigation of Inadvertent Disclosures of PHI

Mitigation: Reporting Required. HIPAA requires that a covered entity mitigate, to the extent possible, any harmful effects that become known to us of a use or disclosure of an individual's PHI in violation of the policies and procedures set forth in this manual. As a result, if you become aware of a disclosure of PHI, either by an employee of Plan or an outside consultant/contractor, that is not in compliance with the policies and procedures set forth in this manual, immediately contact the Privacy Official so that the appropriate steps to mitigate the harm to the individual can be taken.

XV. Breach Notification Requirements

Compliance. The Plan will comply with the requirements of the HITECH Act and its implementing regulations to provide notification to affected individuals, HHS, and the media (when required) if the Plan or one of its business associates discovers a breach of unsecured PHI.

Procedures for Complying With Individual Rights

Individual Rights: HIPAA gives individuals the right to access and obtain copies of their protected health information that the Plan (or its business associates) maintains in designated record sets. HIPAA also provides that individuals may request to have their PHI amended, and that they are entitled to an accounting of certain types of disclosures.

a. Individual's Request for Access

"Designated Record Set" Defined

Designated Record Set is a group of records maintained by or for the Employer that includes:

- the enrollment, payment, and claims adjudication record of an individual maintained by or for the Plan; or
- other protected health information used, in whole or in part, by or for the Plan to make coverage decisions about an individual.

Procedure

Request From Individual, Parent of Minor Child, or Personal Representative. Upon receiving a request from an individual (or from a minor's parent or an individual's personal representative) for disclosure of an individual's PHI, the employee must take the following steps:

- Follow the procedures for verifying the identity of the individual (or parent or personal representative) set forth in "Verification of Identity of Those Requesting Protected Health Information."

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- Review the disclosure request to determine whether the PHI requested is held in the individual's designated record set. See the Privacy Official if it appears that the requested information is not held in the individual's designated record set. No request for access may be denied without approval from the Privacy Official.

- Review the disclosure request to determine whether an exception to the disclosure requirement might exist; for example, disclosure may be denied for requests to access psychotherapy notes, documents compiled for a legal proceeding, information compiled during research when the individual has agree to denial of access, information obtained under a promise of confidentiality, and other disclosures that are determined by a health care professional to be likely to cause harm. See the Privacy Official if there is any question about whether one of these exceptions applies. No request for access may be denied without approval from the Privacy Official.

- Respond to the request by providing the information or denying the request within 30 days (60 days if the information is maintained off-site). If the requested PHI cannot be accessed within the 30-day (or 60-day) period, the deadline may be extended for 30 days by providing written notice to the individual within the original 30 or 60-day period of the reasons for the extension and the date by which the Employer will respond.

- A Denial Notice must contain (1) the basis for the denial; (2) a statement of the individual's right to request a review of the denial, if applicable; and (3) a statement of how the individual may file a complaint concerning the denial. All notices of denial must be prepared or approved by the Privacy Official.

- Provide the information requested in the form or format requested by the individual, if readily producible in such form. Otherwise, provide the information in a readable hard copy or such other form as is agreed to by the individual.

- Individuals have the right to receive a copy by mail or by e-mail or can come in and pick up a copy. Individuals (including inmates) also have the right to come in and inspect the information.

    - If the individual has requested a summary and explanation of the requested information in lieu of, or in addition to, the full information, prepare such summary and explanation of the information requested and make it available to the individual in the form or format requested by the individual.

    - Charge a reasonable cost-based fee for copying, postage, and preparing a summary (but the fee for a summary must be agreed to in advance by the individual). This provision is not needed if the plan will not charge a fee.

    - Disclosures must be documented in accordance with the procedure "Documentation Requirements."

b. Individual's Request for Amendment

Procedure

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Request From Individual, Parent of Minor Child, or Personal Representative. Upon receiving a request from an individual (or a minor's parent or an individual's personal representative) for amendment of an individual's PHI held in a designated record set, the employee must take the following steps:

- Follow the procedures for verifying the identity of the individual (or parent or personal representative) set forth in "Verification of Identity of Those Requesting Protected Health Information."

- Review the disclosure request to determine whether the PHI at issue is held in the individual's designated record set. See the Privacy Official if it appears that the requested information is not held in the individual's designated record set. No request for amendment may be denied without approval from the Privacy Official.

- Review the request for amendment to determine whether the information would be accessible under HIPAA's right to access (see the access procedures above). See the Privacy Official if there is any question about whether one of these exceptions applies. No request for amendment may be denied without approval from the Privacy Official.

- Review the request for amendment to determine whether the amendment is appropriate—that is, determine whether the information in the designated record set is accurate and complete without the amendment.

- Respond to the request within 60 days by informing the individual in writing that the amendment will be made or that the request is denied. If the determination cannot be made within the 60-day period, the deadline may be extended for 30 days by providing written notice to the individual within the original 60-day period of the reasons for the extension and the date by which the Employer will respond.

- When an amendment is accepted, make the change in the designated record set, and provide appropriate notice to the individual and all persons or entities listed on the individual's amendment request form, if any, and also provide notice of the amendment to any persons/entities who are known to have the particular record and who may rely on the unconnected information to the detriment of the individual.

- When an amendment request is denied, the following procedures apply:

    - All notices of denial must be prepared or approved by the Privacy Official. A Denial Notice must contain (1) the basis for the denial; (2) information about the individual's right to submit a written statement disagreeing with the denial and how to file such a statement; (3) an explanation that the individual may (if he or she does not file a statement of disagreement) request that the request for amendment and its denial be included in future disclosures of the information; and (4) a statement of how the individual may file a complaint concerning the denial.

    - If, following the denial, the individual files a statement of disagreement, include the individual's request for an amendment; the denial notice of the request; the individual's statement of disagreement, if any; and the Employer's rebuttal/response to such statement of disagreement, if any, with any subsequent disclosure of the record to which the request for

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amendment relates. If the individual has not submitted a written statement of disagreement, include the individual's request for amendment and its denial with any subsequent disclosure of the protected health information only if the individual has requested such action.

III. Processing Requests for an Accounting of Disclosures of Protected Health Information

Procedure

Request From Individual, Parent of Minor Child, or Personal Representative. Upon receiving a request from an individual (or a minor's parent or an individual's personal representative) for an accounting of disclosures, the employee must take the following steps:

- Follow the procedures for verifying the identity of the individual (or parent or personal representative) set forth in "Verification of Identity of Those Requesting Protected Health Information."

- If the individual requesting the accounting has already received one accounting within the 12 month period immediately preceding the date of receipt of the current request, prepare a notice to the individual informing him or her that a fee for processing will be charged and providing the individual with a chance to withdraw the request.

- Respond to the request within 60 days by providing the accounting (as described in more detail below), or informing the individual that there have been no disclosures that must be included in an accounting (see the list of exceptions to the accounting requirement below). If the accounting cannot be provided within the 60-day period, the deadline may be extended for 30 days by providing written notice to the individual within the original 60-day period of the reasons for the extension and the date by which the Employer will respond.

- The accounting must include disclosures (but not uses) of the requesting individual's PHI made by Plan and any of its business associates during the period requested by the individual up to six years prior to the request. (Note, however, that the plan is not required to account for any disclosures made prior to April 14, 2004. The accounting does not have to include disclosures made:

    - to carry out treatment, payment and health care operations;

    - to the individual about his or her own PHI;

    - incident to an otherwise permitted use or disclosure;

    - pursuant to an individual authorization;

    - for specific national security or intelligence purposes;

    - to correctional institutions or law enforcement when the disclosure was permitted without an authorization; and

    - as part of a limited data set.

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- If any business associate of the Plan has the authority to disclose the individual's PHI, then Privacy Officer shall contact business associate to obtain an accounting of the business associate's disclosures.

- The accounting must include the following information for each reportable disclosure of the individual's PHI:

    - the date of disclosure;

    - the name (and if known, the address) of the entity or person to whom the information was disclosed;

    - a brief description of the PHI disclosed; and

    - a brief statement explaining the purpose for the disclosure. (The statement of purpose may be accomplished by providing a copy of the written request for disclosure, when applicable.)

- If the Plan has received a temporary suspension statement from a health oversight agency or a law enforcement official indicating that notice to the individual of disclosures of PHI would be reasonably likely to impede the agency's activities, disclosure may not be required. If an employee receives such a statement, either orally or in writing, the employee must contact the Privacy Official for more guidance.

- Accountings must be documented in accordance with the procedure for "Documentation Requirements."

IV. Processing Requests for Confidential Communications

Procedure

Request From Individual, Parent of Minor Child, or Personal Representative. Upon receiving a request from an individual (or a minor's parent or an individual's personal representative) to receive communications of PHI by alternative means or at alternative locations, the employee must take the following steps:

- Follow the procedures for verifying the identity of the individual (or parent or personal representative) set forth in "Verification of Identity of Those Requesting Protected Health Information."

- Determine whether the request contains a statement that disclosure of all or part of the information to which the request pertains could endanger the individual.

- The employee should take steps to honor requests.

- If a request will not be accommodated, the employee must contact the individual in person, in writing, or by telephone to explain why the request cannot be accommodated.

- All confidential communication requests that are approved must be tracked.

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- Requests and their dispositions must be documented in accordance with the procedure for "Documentation Requirements."

V. Processing Requests for Restrictions on Uses and Disclosures of Protected Health Information

Request From Individual, Parent of Minor Child, or Personal Representative. Upon receiving a request from an individual (or a minor's parent or an individual's personal representative) for access to an individual's PHI, the employee must take the following steps: Follow the procedures for verifying the identity of the individual (or parent or personal representative) set forth in "Verification of Identity of Those Requesting Protected Health Information."

- The employee should take steps to honor requests.

- If a request will not be accommodated, the employee must contact the individual in person, in writing, or by telephone to explain why the request cannot be accommodated.

- All requests for limitations on use or disclosure of PHI that are approved must be tracked.

- All business associates that may have access to the individual's PHI must be notified of any agreed-to restrictions.

Requests and their dispositions must be documented in accordance with the procedure for "Documentation Requirements."

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PETS IN THE WORKPLACE

The City of La Crosse is responsible for assuring the health and safety of all employees. In keeping with this objective, the City of La Crosse does not permit employees to bring their household pets to work (i.e. dogs and cats). Animals may pose a threat of allergic reactions in other employees and visitors. Some employees may also feel threatened or be distracted by the presence of animals, particularly dogs. In addition, the City of La Crosse wishes to prevent pets from causing any damage to City property.

Animals that are allowed onsite include:

1. An employee who requires the assistance of a service animals (defined as animals individually trained to do work or perform tasks for people with disabilities) will be permitted to bring a service animal to the office, provide that the animal's presence does not create a danger to others and does not impose an undue hardship upon the City.

2. Canines owned by the City of La Crosse for law enforcement use.

3. Animals used for wellness programming.

Est. 10/2024

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INFORMATION TECHNOLOGY RESOURCE POLICY

1. GENERAL POLICY

1.1. Background and Content.

The City of La Crosse provides employees with access and use to a variety of information technology resources. These resources are provided to employees to allow them to be more efficient, productive and provide them with the information and tools that they need to perform their responsibilities as City employees. This document describes the policies that govern the use of technology in the City of La Crosse and describes ways to prevent and respond to a variety of threats including unauthorized access, disclosure, duplication, modification, diversion, destruction, loss, misuse, or theft of City information. This policy replaces and supersedes prior Information Services policies.

1.2 Objectives.

The City of La Crosses' business is conducted with computers dedicated to a single user's activity. Protection of these servers, computers and other devices and information handled by these systems is an essential part of doing business at City of La Crosse. This policy applies to all computers or other devices regardless if they are stand-alone or connected to the network.

2. Definitions

2.1 Employee

All regular full time, regular part time, limited term employees, seasonal employees, temporary employees, interns, employees from other agencies working within the City government, volunteers, and appointed and elected officials granted access and use to the City of La Crosse's Information Resources are considered, under this policy, employees of the City of La Crosse.

2.2 Contractors.

All persons contracted with the City of La Crosse to work on systems, equipment or machinery that requires access to the network or connects to the City's network or that uses a computer or any type of technology and that may also need to access those systems remotely to maintain them.

2.3 Information Technology Resources

For the purpose of this policy, the City of La Crosse will define Information Technology Resources as any equipment, hardware, or software that is assigned and available for employees to use in the course of their employment. These resources included, but are not limited to, fax machines, printers, software applications, Internet access, voice mail, e-mail, office computers, scanners, multimedia equipment, computer terminals, telephones, radios, PDA's and Smartphones and various networks.

2.4 IT.

The Information Technology Department formerly referred to as the Information Services Department, IS Department, IT Department and other similar variations thereof.

3. Scope

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3.1 Involved Persons.

This policy statement applies to all employees, contractors, consultants, temporaries, and other workers at City of La Crosse, including those workers affiliated with third parties that access City of La Crosse's computer networks. Throughout this policy, the words "worker" or "user" will be used to collectively refer to all such individuals. By his/her use of, or access to the City's personal computers, information and data systems, and computer networks, the individual expressly agrees to abide by this policy and to be subject to these provisions.

3.2 Involved Systems.

This policy statement applies to all computer and data communication systems owned by and/or administered by the City of La Crosse.

4. Violations

4.1 Non-Compliance.

City of La Crosse workers who violate this policy will be subject to disciplinary action up to and including termination.

4.2 Mandatory Reporting.

All suspected policy violations, system intrusions, virus infestations, and other conditions that might jeopardize City of La Crosse information or City of La Crosse information systems must be immediately reported to IT.

5. Privacy and Personal Use

Unless contractual agreements dictate otherwise, all information stored on or transmitted by City of La Crosse computer and communications systems (including, but not limited to, e-mail systems, Internet/Intranet access) are City of La Crosse property.

To properly protect and manage this property, City of La Crosse management reserves the right to examine all information stored in or transmitted by these systems. Workers have no expectation of privacy associated with the information they store in or send through these systems. Such information is subject to applicable open records laws and records retention policies, and can be accessed during court proceedings, investigations or public records requests. Because this information is City of La Crosse property, users must not put it to uses that have not been explicitly approved by their Department Head or designee and consistent with this policy.

6. Hardware and Software

6.1 Software Use

Only work related software will be used on City computers. No personal software, even if bought by an individual specifically for their office computer, may be installed and used without prior authorization (in writing,) from the Department Head and the IT Department. This includes and is not limited to games, screen savers, utilities, and communications software. The IS Department should be consulted if there are any questions or issues relating to this matter.

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The use of software to access personal email services and Internet access services is prohibited. This applies to personal services such as but not limited to Hotmail, MSN, Gmail, and Internet Service Providers.
Determination of misuse will be made by the Department Head and/or Human Resources. Department Head and/or Human Resources may request computer surveillance from the IT Department in compliance with the Computer Surveillance Policy without user's consent to determine if misuse has occurred.

6.2 Copying & Software Duplication

The copying of software for any reason is expressly prohibited. Any software in use on any City Computer must be a legally licensed copy. The terms and conditions that are found in most commercial software packages prohibit copying their product. The operating license of each commercial software package will establish the final guidelines as to the legality of the copying activity in the event a question arises.

Anyone who knowingly or unknowingly duplicates copyrighted software material is subjecting the City of La Crosse and themselves to substantial penalties under the law.

6.3 Backup

The IT Department will backup server's data on a daily basis. Users should store all their data in the appropriate folders that are on the city servers. NO data should be stored locally on any computer, laptop or any other electronic device that is not stored on the server. The IT Department may not be able to assist users who might lose data as a result of such data not being stored on the City Servers.

6.4 Hardware Purchases

IT will determine, in cooperation with affected Departments when appropriate, the most cost-efficient and compatible equipment to purchase. The purchase order will be done as needed or in bulk, to be taken care of by the IT Department. IT will setup the computers and make them network ready and install them on site for final use. All purchases of technology will be done by the IT Department.

6.5. Software Purchases

All software purchases without exception should be approved by the IT Department. This will ensure compatibility and consistency with the City Information System.

All original copies of software and manuals shall be given to the IT Department for safe keeping. If additional licenses or copies need to be installed the IT Department will be in charge of doing this in coordination with the interested department.

6.6 Hardware Installation

The IT Department will install all relevant network hardware and hardware resources including desktop hardware. The use of persons or services not authorized by the IT Department to assist, consult, and or install hardware or software or any peripherals to any computer equipment that belongs to the City shall not be permitted. The IT Department will make determinations on any work to be done by external persons/agencies and hence ensure that the work done will not negate the current direction of the City's Information System.

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6.7 Connecting Personal/Non-City Owned Hardware to City Information System

Personal/Non-City Owned hardware* shall not be permitted to connect to the City Information System (including the network and City Computers) without prior written authorization from the IT Director. Examples of such hardware include, but are not limited to: laptop computers, private personal computers, associated peripherals, personal wireless communications devices, Personal Digital Assistants, joysticks, mouse, monitors, desktops, network devices, including any other peripherals that may be used to interface to a City computer or the City Information System.

* Personal/Non-City owned hardware: Computer and Communications hardware of any kind not belonging to the City.

6.8 Connecting Modems to City phone lines

Connecting a modem/router to a City phone line is prohibited.

6.9 Public Records Information

The IT Department keeps a record of all computer activity. Except as otherwise provided by law, all records are public and subject to disclosure upon request. Notwithstanding, all such records of activity and information remain the records of the department that typically creates and maintains said record within the normal course of its business. The mere fact that the IT Department facilitates the storage of such records on behalf of another department does not elevate the IT Director to be the legal custodian of said records. Rather, the custodian for such records shall be the department head of the corresponding department.

7. Internet and E-mail

7.1 Internet

Employees shall only use the Internet and the resources found therein for research and information gathering for official City business.

The network hardware and software possessed by the City has the capability to monitor computer and Internet activity by user. The network is configured to prevent employees from visiting sites that are primarily for personal use and unlikely to be helpful in conducting City business (see list below).

Under no circumstances shall an employee, unless directly related to their work, or unless requested by their manager or Department Head, visit any Internet site that is of a questionable nature. These sites include and are not limited to:

a. Pornographic Sites
b. Sites with Nudity
c. Sites pertaining to Child Pornography
d. Sites that deal with illegal activity
e. Gaming
f. Personal Banking
g. Shopping
h. Streaming Media
i. Blogs
j. Chats

Social Media sites are addressed in the Social Media Policy.

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7.2 Accessing Blocked Sites

Access must be authorized and requested by the Department head to Information Services submitted as a service request for employees to access a particular site blocked by the system which is needed in order to perform the employee's duties. IT will provide access at the direction of the Director of Human Resources or their designee, the Department head or manager being responsible for that access.

7.3 E-mail

The Email system is the property of the City of La Crosse and is provided to employees to assist them in conducting City business. Electronic Mail should not be used for personal business.

All messages composed, sent or received on the Email system are and remain the property of the City of La Crosse. Employees do not have a personal privacy right in any matter created, stored in or sent from the City's Email system. Email is NOT secure.

The guidelines below will apply to all e-mail records (incoming and outgoing) in order to comply with current state statutes and public record laws.

a. E-mail is NOT secure! If the content of the mail is sensitive, consider using other forms of delivery.
b. The Director of IT is considered the custodian of all records maintained on the Information Systems, except as otherwise provided in § 6.9.
c. All e-mail you send/receive is automatically retained and archived for at least 7 years before being destroyed.

7.4 Prohibited Activities - E-mail

Employees are prohibited from sending e-mail or otherwise using the email system in connection with any (but not limited to) of the following activities:

- Engaging in personal business or entertainment.
- Engaging in illegal, fraudulent, or malicious activities.
- Engaging in the unlawful use of the e-mail system as set forth in Wisconsin Statutes.
- Sending or storing offensive, discriminatory, disruptive, obscene, or defamatory material.
- Annoying or harassing other individuals.
- Using another individual's account or identity without explicit authorization.
- Attempting to test, circumvent, or defeat security or auditing systems without prior written authorization of the Director of IT.
- Accessing, retrieving or reading e-mail messages sent to other individuals without that individual's prior written authorization.
- Permitting any unauthorized individuals to access the City's e-mail system.
- Sending out mass Email with the intent of disrupting the Email system (SPAM).
- Sending non work related attachments (like pictures, graphics, music, video, chain letters, etc)

7.5 Files and Attachments

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Attachments are documents and programs that are "attached" to an Email message that is being sent to a recipient. The IT Department keeps software installed on our servers that monitor for viruses on incoming and outgoing email.

7.6 Web Filtering and Monitoring

In the event of a failure of the City's Web filter, the Director of the IT Department and Director of Finance, Deputy Director of Human Resources or their designee reserve the right to monitor web usage of all users on a daily basis until said Web Filter is brought back in to service.

8. Resource Usage

8.1 Personal Use

Information Resources are the property of the City of La Crosse and are provided to employees to conduct their day-to-day operations. The use of such resources for personal use of any kind is not permitted. In no event can any equipment, software, hardware or related peripherals be removed from the City premises without prior authorization from the Department Head and the IT Director and signing the VPN Policy.

8.2 Unacceptable Use

Each employee is provided with access to and use of a variety of information resources. These resources are to assist you in the course of your employment and for no other reason. Examples of unacceptable uses include (but not limited to):

a. Unauthorized use.
b. Illegal purposes.
c. Transmittal of threatening, abusive, obscene, lewd, profane, or harassing material or material which suggests any lewd or lascivious act.
d. Intentionally preventing or attempting to prevent the disclosure of your identity with the intent to frighten, intimidate, threaten, abuse or harass any other person.
e. Transmittal or distribution of material that is confidential to the City.
f. Disruption of network services, such as distributing computer viruses.
g. Interception or alteration of network traffic.
h. Use of someone else's identity and password for access to information resources without proper authorization.
i. Attempts to evade, disable, or "crack" passwords or other security provisions of systems on the network.
j. Reproduction and/or distribution of copyrighted materials without appropriate authorization.
k. Electronic media and service shall not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system.

9. City Network System

The IT Department offers a network with a variety of services available, including but not limited to the following: file storage, print services, Internet, VPN (Virtual Private Network) access to the City's network, e-mail and other applications. These services will be available to all authorized users of the city information system.

9.1 Network Access

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A user name and standard password shall control network access. User names/email addresses are required to be the same as the user's legal name.

The end user shall choose a password that is alphanumeric in nature. The password shall be changed in a period not exceeding 60 days to protect the integrity of the information systems. The network will remind users when their passwords need to be changed. The criteria have been selected to protect the integrity of the City Information Systems.

9.2 VPN Access

Employees who wish to either take their work home or have a need to work from home may access their stored resources by accessing them via the Internet through a VPN (Virtual Private Network) Connection. Full Internet access is available via this mode; however keep in mind that all policies of network usage, monitoring and privacy apply to the VPN connection. To obtain remote access to the City's network a VPN and a Remote Access request/acknowledgement forms must be submitted to IT.

9.3 Passwords & Encryption

The use of individual passwords or encryption with the exception of the password to log on to the network is prohibited. Such passwords include:

a. Windows Logon Passwords
b. Screensaver Passwords
c. Hardware Passwords
d. Document Passwords & Encryption
e. Hard Drive Encryption

Users will be required to have a password to access the Citywide Network. To protect the City network, all users shall log out of the network when they are away from their terminal for any significant length of time and when they leave for the day. Turning off a computer automatically logs the user off. The User will be held accountable for any other person using their computer under the users name and password.

9.4 Security

For all users who on the City Network (on a network, Internet, etc.), the following security guidelines have been set to abide by:

a. Users may not seek to gain unauthorized access to information resources to which they have not been given access.
b. Users are responsible for properly safeguarding any administrative data such as logins and passwords, and are held accountable for any activity that occurs under their login name and password. Any unauthorized activity on an account must be reported to the Department Head and IT Director immediately.
c. Users may not obtain copies of files, or modify files of other users of the City of La Crosse.
d. Users may not seek information on other data or passwords belonging to other users, or misrepresent other users of the City of La Crosse.
e. Users must respect the confidentiality of other individuals' electronic communications. Employees are prohibited from engaging in, or attempting to engage in:
    1. Monitoring or intercepting the files or electronic communications of other employees or third parties.
    2. Obtaining access to systems or accounts they are not authorized to use.

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3. Using another person's login and password information without their explicit permission. (Keep in mind that the person's for which user name and password is being used will be held accountable for all activity being done)
4. Breaching, testing, or monitoring computer or network security measures.

f. Anyone obtaining electronic access to other organizations', businesses, companies', municipalities', or individuals' materials must respect all copyrights and cannot copy, retrieve, modify, or forward copyrighted material except those that are permitted by the copyrighted owner.
g. All logins and activity, including system administration, may be logged electronically.

9.4.1 Unauthorized use

Accessing computer resources on machines used by other persons without their expressed permission is considered a hacking/cracking. This form of activity is prohibited on the City Information Systems. Hacking/cracking is considered a violation of the law and is a punishable offense under the law (a felony offense).

9.5 Confidential Information

The IT Department will take all steps to maintain the confidentiality and the security of the Data stored in the Network Servers. The steps include physical security, Network password access, file, and folder security. All other departments shall collaborate with the IT department to ensure data integrity and security.

10. Administrative Issues

10.1 Intellectual Property

a. Any and all documents, applications, programs, software, systems, hardware or designs conceptualized, designed, created or applied during any period an employee receives remuneration from the City and/or created during work hours or at home for the purpose of use at and for the City of La Crosse becomes the property of the City of La Crosse.
b. Any and all documents, applications, programs, software, systems, hardware or designs conceptualized, designed, created or applied during a period in which an employee was hired as an independent consultant or contractor to perform such duties shall be the property of the City of La Crosse.

10.1.1 Web Publishing Requests from External Organizations

The City's web site (www.cityoflacrosse.org) shall be limited to the publishing of activity and information originating from/pertaining to the organization of the City of La Crosse.

The City of La Crosse is not responsible for the content, nature, viewpoints, opinions and timeliness of any external web pages and/or links connected to or otherwise published on the City web site.
It is allowed under this policy for the City of La Crosse to have links from its website to other governmental sites, sister cities, and other local community organizations closely related with the City of La Crosse. These requests may be forwarded to the City Attorney to ascertain the appropriateness of the requested link(s).

10.2 Record Retention

Current Local Ordinances, State and Federal Statutes pertaining to the retention of public records shall prevail with respect to record retention.

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10.3 Audit

Any audits to determine compliance with this policy will be conducted in accordance with the Computer Surveillance Policy.

10.4 Temporary Employees

Department Heads will need to inform the IT Department when their unpaid interns and other temporary employees who need access to the City Information System are no longer with the City.

10.5 Support

The IST Department will only provide physical support and troubleshooting for Information Technology Resources at City owned buildings.

11. Errors & Omissions

This policy is designed to enable employees to maximize their use of resources available to them. The City firmly believes that knowing the bounds of activity protects both the individual employee and the City from potential disciplinary and liability issues.

While this policy is not all encompassing, the City believes that each user would apply their own standards of professional, moral and ethical conduct when using the IT resources. This does not mean that any item/event/activity NOT mentioned in this document is a condoned act. Any items not mentioned in this policy that relates to inappropriate behavior, actions with respect to the IS system will be addressed on a case-by-case basis. It should be kept in mind that prevailing City policies are still in effect and applicable to potential Information Services issues.

12. Violations & Disciplinary Action

Violations of this policy have the potential of exposing the City to substantial risks including legal liability, and may result in disciplinary action up to and including discharge.

The Department head together with the Director of Human Resources or their designee, the Director of IT and the City Attorney will investigate reported violations to determine if any action is justified.

Except as otherwise provided by law, the IT Committee is responsible for initiating disciplinary action concerning any Council Member's noncompliance with this policy.

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MOTOR VEHICLE OPERATIONS POLICY

POLICY INTENT: To establish vehicle operator regulations and standards and to ensure an acceptable level of proficiency and safety is met by city employees operating city vehicles.

APPLIES TO: The policy applies to all city employees who are assigned to operate a city vehicle or their personal vehicle to accomplish essential functions of their position. Employees that use a city vehicle or their personal vehicle to perform a city work function on an occasional basis are also covered by this policy. The policy also applies to applicants for employment when the position they are applying for includes the operation of a city vehicle.

I. Policy

The City of La Crosse has the authority to determine who will drive a city vehicle, to establish vehicle operator standards, and to revoke the privilege of driving city vehicles for failure to meet the standards. This policy defines the minimum standards for all city employees. Nothing herein will be construed as to limit the city from setting higher standards that may be needed to meet the particular operational needs and requirements of an individual position and/or department.

II. Definitions

A. Driving Record Abstract Program: A vehicle record subscription service program provided by the Department of Transportation that automatically sends a driving record abstract whenever a conviction or sanction is posted to an enrolled employees' driving record. This includes violations, suspensions, restrictions, revocations, or any action that is taken that may affect an employees' driving privilege.

B. Preventable Crash: Any vehicle accident in which the driver/operator failed to do everything he/she reasonably could have done to prevent the accident, unless such accident occurs in the responsible execution of an employees' job responsibilities. (Example: police pursuit or apprehension)

C. Vehicle Crash: Any occurrence involving a city-owned, rented, leased or travel-reimbursed motor vehicle or trailer which results in property damage, personal injury or death.

D. Employee: For purposes of this policy, all regular full-time city employees, part-time employees and/or temporary employees.

E. City vehicle: Any City of La Crosse owned, rented, leased or travel reimbursed motor vehicle or trailer including personal vehicles used by an employee for city business. A personal vehicle used to travel to and from work is not considered a city vehicle. Personal vehicles used occasionally for city business are not considered city vehicles when not used for city business.

F. Authorized passengers: Employees, co-workers and other personnel performing city related business. Additional passengers may be authorized by a higher management level

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in exceptional cases provided that such actions are reasonable and do not impede the delivery of municipal services.

III. Regulations

A. Employees who drive a city vehicle in the performance of their duties will be enrolled in the Driving Record Abstract Program.

B. Each driver's privilege to operate a city vehicle on official city business extends only as long as the driver operates the vehicle in a safe and efficient manner. A record of preventable crashes, or other disqualifying violations and/or convictions may result in appropriate disciplinary action up to and including removal of the driving privileges and termination of employment for those employees for which driving a city vehicle is an essential function of their position. For employees who occasionally use city vehicles and such use is not an essential function of the position, a lesser standard shall be used.

C. Employees will operate all vehicles used for city business safely and economically. To accomplish this, employees must comply with the following regulations:

1. All drivers will have a valid state driver's license with the appropriate certifications and/or endorsements required by law for the type or types of vehicles used in the performance of their duties.

2. All occupants will wear seat belts, whether operating or riding in a city vehicle, unless their specific work function is excepted from such standards by state law, for example, law enforcement personnel.

3. Engaging in distracting activities including, but not limited to, eating, putting on makeup, reading or changing radio stations, is also strongly discouraged while driving, even when in slow-moving traffic. (Law enforcement activities are excluded from this provision.)

4. Use of alcohol, drugs or other substances, including certain over-the-counter cold or allergy medications that in any way impair driving ability, is prohibited.

5. All employees are expected to follow all driving laws and safety rules such as adherence to posted speed limits and directional signs, use of turn signals and avoidance of confrontational or offensive behavior while driving. (Law enforcement activities are excluded from this provision.)

6. Employees are encouraged to use city vehicles instead of their own cars for official city business whenever practical.

7. No employee will drive a city vehicle unless the employee's supervisor has authorized them to do so.

8. Personal vehicles may be used to perform city business with prior approval of the department head. Employees using their personal vehicles will be reimbursed for

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approved miles at the standard business mileage rate established by the IRS, after submittal of the appropriate form to the Finance Department.

9. City vehicles will be used for city business only and will not normally leave the city limits without authorization, unless it is necessary to accomplish assigned tasks.

10. Unauthorized passengers and/or drivers are prohibited from operating or riding in a city vehicle.

11. Employees will observe all traffic laws, rules and regulations and the dictates of common sense and good judgment. The vehicle operator is responsible for all traffic and parking fines.

12. Employees may not take city vehicles home overnight unless authorized by their department head to perform city business from their home or have a reasonable expectation to be called back to perform city business.

13. Employees required to possess a commercial driver's license shall comply with applicable city work rules and State/Federal regulations regarding drug and alcohol use including testing requirements.

14. Rules and regulations regarding employee use of city motor vehicles and/or personal vehicles used to perform a city function which are specific to each operating department shall also apply.

D. Employees may use city vehicles for travel to lunch if they are on city business in a location where driving to obtain their personal vehicle would result in an extra and unnecessary expenditure of time and money, (i.e. employees are permitted to go to nearest restaurant), or when the employee has a reasonable expectation that they will be called to return to duty during the lunch period.

E. Employees authorized to take a city vehicle home after their normal scheduled hours must report the number of miles "to and from home" to the Finance Department on a monthly basis and are responsible for any taxes due associated with this benefit.

F. Each employee driving a city vehicle on city business will inspect the vehicle to assure that the vehicle is in sound operating condition. This includes a basic inspection to ensure the proper operation of the lights, seat belts, emergency flashers, wipers, and other essential safety equipment. Any vehicles found to be unsafe to operate must be reported to the supervisor, who will contact the MSC garage to evaluate the reported problem. Personal vehicles used as city vehicles must be kept in a safe operating condition by the employee as outlined in paragraph (K) below.

G. Employees will immediately report all vehicle crashes involving city vehicles and complete a MOTOR VEHICLE ACCIDENT REPORT/DRIVER'S STATEMENT form as required. (Law enforcement required to complete a MOTOR VEHICLE CRASH/DRIVER'S STATEMETN.)

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Employees will cooperate in the investigation of all vehicle crashes or property damage crashes as follows:

1. Employees must promptly report any accidents to local law enforcement as well as to their department head.

2. Employees are expected to report any moving or parking violations received while driving a city vehicle on city business.

H. Employees who operate a city vehicle in the performance of their duties, must notify their immediate supervisor within 24 hours, or the start of the next work shift, whichever is earlier, if their license is expired, suspended, revoked, or confiscated by a law enforcement agency. Additionally, employees must notify their supervisor within 24 hours, or the start of the next work shift, whichever is earlier, upon reinstatement of their driver's license. Failure to notify their supervisor may be cause for disciplinary action.

I. The Director of Engineering and Public Works is responsible for the coordination of the City of La Crosse fleet safety programs on a city-wide basis. Vehicle inspection and maintenance program for all city vehicles is the responsibility of the department using and/or maintaining the city vehicle.

J. Candidates for employment for positions that are required to operate a city vehicle will be hired in accordance with the driver qualification standards and driving record standards outlined in this policy.

K. Employees driving a personal vehicle for city business are required to keep their vehicle properly licensed and insured, and in a safe mechanical operating condition including having a current certification of automobile insurance on file with the City Clerk's Office.

IV. Driver Qualification Standards

A. The City has the right to review any and all circumstances related to the driving history of an employee and/or job applicant. Driver's qualifications will be evaluated through the following:

1. Previous employer's reference.

2. Motor vehicle records through the Department of Transportation.

3. Review of personnel file to consider driver training received, record of preventable crashes, driving history, driving certifications, and vehicle operator record.

4. Law enforcement information network.

B. Qualified drivers will meet the following standards:

1. Possess a valid driver's license of the proper class with the appropriate certifications and/or endorsements required by law for the type or types of vehicles used in the performance of their duties.

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2. Possess a driving record that meets all performance and other driving record standards specified in this policy.

3. Capable of passing a physical examination certifying the employee's ability to operate a motor vehicle.

4. Capable of passing written tests on driving regulations whenever required.

5. Capable of passing driving tests appropriate to their position.

6. Have demonstrated proficiency with the particular type of vehicle or equipment they will routinely operate.

C. Employees whose job description includes driving a city vehicle as an essential function who do not continue to meet the driver qualification standards may have their driving privilege removed and may be subject to disciplinary action up to and including termination of employment. Employees who use a city vehicle on an occasional basis, which is not an essential job function, shall have a lower standard.

D. Candidates for employment for positions that require the operation of a motor vehicle as an essential function of the position who do not meet the driver qualification standards will be disqualified.

V. Driving Record Standards

The City has the right to review any and all circumstances related to the driving history of an employee and/or job applicant. The pattern of violations, the seriousness, the surrounding circumstances and the number and frequency of motor vehicle violations will be considered. For purposes of establishing time frames for disqualification of the driving privilege, the City will use the date of the actual violation.

The following offenses and/or conditions will disqualify an employee from driving a city vehicle:
Failure to possess, or loss of a valid operator's license, either through suspension or revocation or for any other reason, including the appropriate certifications and/or endorsements required by law for the type or types of vehicles used in the performance of duties; or

Conviction of a driving related felony in the past seven (7) years.

For employees who operate a city vehicle as an essential function of their position, the following conditions or convictions that cause immediate concern and may be cause for disqualification of the driving privilege or may be cause for disciplinary action and/or retraining include the following:
A serious offense such as operating under the influence of alcohol or drugs, operating while impaired, unlawful blood alcohol level, negligent homicide, driving while license suspended or revoked.

Two (2) at fault crashes in the past three (3) years, or

The accumulation of more than six (6) points in the past twelve (12) months, or more than ten (10) points in the past three (3) years; or

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A pattern of preventable crashes and/or property damage.

The above list is representative only. The City reserves the right to discipline employees for acts or omissions which are not listed.

Candidates for employment for positions requiring a driver's license who do not meet the driving record standards will be disqualified.

Supervisory and Managerial Responsibilities
The specific responsibilities of supervisory and managerial employees are identified below.
Department Heads or their designees will:
Identify and then notify the Human Resources Department of all employees who operate a city vehicle in the performance of their duties to be certified as eligible to operate a city or personal vehicle to perform city business and to be included in the Driving Record Abstract Program.

Ensure that all employees identified in section (a) above, are informed of this policy.

Ensure the safe maintenance and operation of all assigned city vehicles.

Ensure that all vehicle operators are trained in the safe operation of all assigned motor vehicles.

Enforce citywide and departmental vehicle operation standards and procedures.

Supervisors will:
Ensure the safe operation and maintenance of assigned municipal vehicles.

Administer and enforce all citywide and departmental policies and procedures regarding vehicle operation.

Human Resources will:
Prior to making a conditional offer of employment will verify that the candidate has a valid state driver's license with the appropriate certifications and/or endorsements required by law for the type or types of vehicles used in the performance of their duties.

Evaluate motor vehicle records received from the appropriate State agency in accordance with the Driver Qualification Standards and Driving Record Standards and confer with department heads and supervisors as appropriate.

Maintain the Driving Record Abstract Program and provide consultation to department heads as needed.

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10/1/04

NURSING MOTHERS IN THE WORKPLACE POLICY

OVERVIEW

This policy establishes guidelines in compliance with Section 7(r) of the Fair Labor Standards Act. Section 7(r) requires employers provide the following for nursing mothers in the workplace:

1. Provide reasonable break time for an employee to express breast milk for their nursing child for one year after the child's birth each time such employee has a need to express the milk; and
2. A place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public, which may be used by an employee to express milk.
   An employer shall not be required to compensate an employee receiving reasonable break time under paragraph (1) for any work time spent for such purposes. It is imperative that employees, supervisors, and managers follow this policy.

REQUEST PROCEDURE

Upon request by the employee, the Employee Wellness Coordinator, department manager or supervisor will provide the following information:

1. An explanation of the policy for nursing employees who wish to express breast milk.
2. Particular times for taking breaks. This will be determined based on the needs of the nursing employee.
3. The location of the private space that will be made available for the employee wishing to express breast milk during the work day.

REASONABLE BREAK TIME

Employees will be required to use their normal break or mealtime for this purpose. Please note the frequency of breaks as well as the duration of each break will likely vary. Duration will depend on 1) time to get to and from the space provided, 2) time to set up equipment, 3) pump efficiency, 4) clean-up time and 5) time to store the milk. For time spent for this purpose the employee will be required to use accrued leave for all time spent in excess of the normal break or mealtime.

PRIVATE SPACE

The Employee Wellness Coordinator will work with the employee's supervisor or manager to arrange a space, other than a bathroom, that is "shielded from view" and "free from intrusion" from coworkers and the public. This space may include an individual's office, or another office not in use. When it is not practical to provide a room such as an office, the requirement can be met by creating a space with partitions or curtains. All windows in the designated room must be covered to ensure the space is "shielded from view." With any space provided for expressing milk, the supervisor or manager must ensure the employee's privacy through means such as signs that designate when the space is in use, or a lock on the door.

In order to be a functional space that may be used by a nursing employee to express breast milk, at a minimum, the space must contain a place for the nursing employee to sit, and a flat surface, other than the floor, on which to place the pump. Ideally, the space will have access to electricity, so that a nursing employee can plug in an electric pump rather than use a pump with battery power.

6/10/11; R01/01/2019

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OUTSIDE EMPLOYMENT POLICY

POLICY: A City employee is permitted to engage in outside employment or business activities provided that such outside employment or business activity does not present a conflict of interest with the employee's city job and/or does not hinder the objective and impartial performance of his/her city duties, bring discredit on the City, or impair the efficiency of the employee's municipal work. In addition, the use of City supplies or equipment for the purpose of outside employment or business activity is prohibited.

LIMITATIONS: Outside employment or business activity may not be permitted if it would constitute a conflict of interest, violate the City's Code of Ethics, violate the principles of professional conduct for the respective employee or would tend to bring discredit to the City department or any of its members.

Any injury or sickness contracted by reason of outside employment or business activity is not the responsibility of the City of La Crosse, and the use of City provided sick leave for such purpose is prohibited. Where an accident or disease-causing injury arises out of any employee's outside employment or business activity, liability exists against the outside employer through applicable provisions of the Worker's Compensation statutes.

REQUEST FOR APPROVAL OF OUTSIDE EMPLOYMENT: An employee who is unsure whether such outside employment violates this policy is encouraged to complete the "Request For Approval Of Outside Employment" form.

PENALTIES AND CONSEQUENCES OF NON-COMPLIANCE: Any employee, supervisor, and/or manager employed by the City of La Crosse who engages in acts in violation of this policy is subject to disciplinary action up to and including discharge.

Effective 4/11/05

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PRIVACY IN THE LOCKER ROOM POLICY

PURPOSE:
The purpose of this policy is to communicate Wisconsin law relating to individual's right to privacy while in an area operated as a locker room facility. The further purpose of this policy is to fulfill the statutory requirement that any person that owns or operates a locker room in the State of Wisconsin adopt and implement a written policy that conforms with the provisions of Wis. Stats. 175.22.

POLICY:
All persons who utilize a locker room may reasonably expect a high level of privacy from being observed or having their image captured by a recording or surveillance device without his/her knowledge and consent. Expressly prohibited in the locker room are:

a. Use of a recording or surveillance device, which includes a cellular phone, to capture, record, or transfer an image of a nude or partially nude person in the locker room.
b. Capturing a representation of a person depicting that person nude or partially nude without that person's knowledge and consent.
c. Capture, record, transfer, display, reproduce or distribute, a representation of a nude or partially nude person depicted without the person's knowledge and consent.
d. Unauthorized interviewing of persons within the locker room.

Anyone who is aware of the use of a recording or surveillance device, which may be in violation of this policy, should immediately report the use to the Director of Human Resources or their designee.

VIOLATIONS:
Any employee who intentionally violates this policy may be subject to discipline, up to and including discharge. Additionally, a violation may result in criminal and/or civil penalties, including without limitation, those under section 942.08, 942.09 and 995.50, Wis. Stats.

11/11/08; R 01/01/2018

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REPORTING RESPONSIBILITY IN EMPLOYMENT POLICY

The City of La Crosse wants to ensure its personnel practices related to employee hiring, promotion and transfer do not create the potential of a conflict of interest or favoritism. These practices must be consistently conducted in a manner to ensure open competition, provide equal opportunity, and prohibit discrimination consistent with all laws and applicable collective bargaining provisions.

It is the policy of the City of La Crosse that close relatives, partners, those in a dating relationship or members of the same household are not permitted to be in positions that have a reporting responsibility to each other. Close relatives are defined for this policy as spouse, domestic partner, parents (in-laws), grandparents, children (in-laws), uncle, aunt, nephew, niece, siblings (in-law), step relatives, cousins and domestic partner relatives. A reporting responsibility is defined as working directly for or supervising someone who can initiate or participate in decisions involving a direct or perceived benefit to a person. Such decisions could include hiring, retention, transfers, promotions, wages, schedules, assignments, discipline, performance assessment and/or leave requests.

If employees begin a dating relationship or become relatives, partners or members of the same household where one party is now in a supervisory position over the other, both employees are required to inform their Department head and Human Resources of the relationship. The Department head and Human Resources will confer as to the best method to resolve the potential conflict.

The City reserves the right to take appropriate action to maintain fairness in its personnel policies and practices when there is the potential for a conflict of interest because of the relationship between employees.

The following actions are prohibited:

The Mayor and Common Council members are prohibited from applying for city employment while holding elected office and must resign their elected position before being eligible to apply for employment with the City.

All City employees and elected officials are prohibited from seeking any unfair advantage for any applicant for an employment position with the City or attempting to unduly influence any person in the selection process for a City position. Anyone with information of any such attempts to seek an unfair advantage or attempts to unduly influence any person in the selection process for City employment positions, shall immediately report the same to the Human Resources Department.

Any applicant for a City employment position who canvasses or contacts any member of the Common Council, an appointing authority, or any person involved in the screening or examination of applicants outside scheduled procedures, in order to obtain preferential consideration in connection with any appointment to any City employment position, shall be disqualified from appointment. This provision shall apply to all applicants whether or not currently employed by the City.

Duties and Responsibilities of City Employees

Any City employee who has knowledge about a violation of any provisions of this policy shall report such violation to the Human Resources Department. The Human Resources Department shall investigate alleged violations of this policy and appropriate action will be taken.

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It shall be the responsibility of each City Department Head to enforce this employment policy in their respective departments and seek the advice of the Human Resources Department on this topic.

It is the responsibility of the Human Resources Department to advise City Department Heads on how best to enforce this policy and to facilitate the resolution of prohibited employment practices in the least disruptive manner possible.

A violation of this policy may lead to disciplinary action up to and including termination of employment.

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SAFETY FOOTWEAR REIMBURSEMENT POLICY

Purpose:

The City of La Crosse is committed to providing a healthy and safe working environment for all employees. This policy will provide general policy and guidelines for footwear requirements by classifications and reimbursement to eligible employees for Personal Protective Equipment ("PPE") footwear due to potential work hazards.

Policy:

The City will provide an annual monetary reimbursement allowance of up to one hundred dollars ($100.00) to full-time and permanent part-time employees in eligible job classifications who have successfully completed their probationary period. Appropriate foot protection shall be required for employees who are exposed to foot injuries from electrical hazards, hot, corrosive, poisonous substances, falling objects, slip and fall hazards, crushing or penetrating actions, which may cause injuries or those who are required to work in abnormally wet locations.

1. Eligible employees identified in this policy are required to wear the appropriate safety footwear while performing all work duties. Failure to wear appropriate footwear may be grounds for disciplinary action, up to and including termination.
2. Footwear which is defective or inappropriate to the extent that its ordinary use creates the possibility of foot injuries shall not be worn.
3. Employees are to purchase personal protective equipment footwear that is ASTM F2413 and ASTM F2412 rated to be worn when the potential for foot hazards exists.
4. This policy will not reimburse for personal protective equipment footwear purchase on or before December 31st, 2025.

Foot hazardous activities can be described as, but are not limited to, the following:

a. Electrical hazards
b. Hot, corrosive and poisonous substances
c. Falling objects (i.e. tools, valves, etc.)
d. Crushing or penetrating actions
e. Abnormally wet locations
f. Rolling objects (i.e. pipes, material handling devices, etc.)
g. Sharp materials at or near floor level
h. Heavy debris that can be kicked (i.e. rocks, etc.)
i. Slip and fall conditions

Approved Footwear Requirements:

Safety footwear is classified according to its ability to meet minimum requirements for both comparison and impact tests. These minimum requirements are contained in the American National Standards Institute ("ANSI") standards. All safety shoes purchased under this program must comply with ANSI Z41-1991 standards. All safety toes have impact resistant toe protection. Types of foot protection include:

- Footwear must provide sufficient protection for the toe area to withstand impact forces, typically tested by dropping weight (typically 50 lbs.).

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- Footwear must protect the toe area from compressive forces, often tested by applying a minimum of 2,500 lbs. of force.
- Puncture resistant, water resistant, and cut resistant.
- For certain positions (i.e. mechanic and Electricians), protection against electrical hazards, designed to conduct away static electricity.
- For certain positions (i.e. mechanic and Electricians), protection to dissipate static electricity.

Medical examination: If an employee has a medical condition that precludes the wearing of foot protection, the City may solicit medical testimony (at the employer's cost) to verify a medical condition or to obtain alternate solutions of possible foot protection.

Reimbursement Procedure:

Employee:

1. The employee selects and purchases work shoes based upon the minimum requirements identified above.

2. Submits the Safety Footwear Purchase Reimbursement Authorization form on NeoGov eForms. The submission needs to include the full purchase receipt and a photo of the shoe tags showing ASTM specifications.

Employee Safety and Risk Specialist:

1. The Employee Safety and Risk Specialist will determine if the shoes meet the specifications for approval.
2. The Employee Safety and Risk Specialist will approve the reimbursement within one (1) week of submission and it will be sent to Finance for processing on the next applicable payroll.

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SEXUAL HARASSMENT POLICY

Harassment on the basis of sex, or gender identity or expression is a violation of Title VII (Federal Law). It is also a violation of Wisconsin Statutes 111.36 (b). Sexual Harassment, either verbal or physical, is an unlawful employment practice and will not be tolerated by the City of La Crosse.

Definition

Sexual Harassment is defined as:

1. "Unwelcome sexual advances, unwelcome physical contact of a sexual nature or unwelcome verbal or physical conduct of a sexual nature including but not limited to deliberate, repeated making of unsolicited gestures or comments, or the deliberate, repeated display of offensive sexual graphic material which is not necessary for business purposes."

2. "Engaging in sexual harassment; or implicitly or explicitly making or permitting acquiescence in or submission to sexual harassment the term or condition of employment or the basis of any part for any employment decision affecting an employee; or permitting sexual harassment to substantially interfere with an employee's work performance or to create an intimidating, hostile work environment."
3.

Procedure

1. Any and all concerns which any employee of the City may have, related to this issue, should be brought immediately to the attention of the Director of Human Resources or their designee or a supervisor with whom they are comfortable. The rights of an employee to raise such issues are protected under Title VII and Wisconsin Statutes.

Penalty

Any and all employees of this City, who engage in such prohibited behavior will subject themselves to disciplinary action up to and including discharge.

RETALIATION PROHIBITED: The City of La Crosse takes all complaints seriously and, as such, will take prompt action to investigate the above described complaint in a fair, impartial manner. Confidentiality will be maintained to the extent possible. Any incidence of retaliation due to the filing of this complaint will not be tolerated and should be reported to the Human Resources Department immediately.

5/8/90; R 4/18/01; 11/4/16; R 01/01/2018

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SOCIAL MEDIA POLICY

The City of La Crosse respects the right of employees to use social media and does not discourage employees from self-publishing, self-expression and public conversation and does not discriminate against employees who use these mediums for personal interests and affiliations or other lawful purposes. Employees are expected to follow the guidelines and policies set forth to provide a clear line between you as the individual and you as the employee of the City of La Crosse.

1. Employees are encouraged to be careful in their use of social media to avoid the appearance of using that media in an official capacity.

2. If one should identify themselves as a City employee during their use of social media on a personal level, the profile and any related content should be consistent with how you wish to present yourself to your colleagues, supervisors and the public.

3. Employees shall make it clear that he or she is speaking for themselves and not on behalf of the City of La Crosse. If any information posted is related in any way to the work an employee performs or any topics related to the City, a disclaimer must be used such as, "[t]he opinions expressed on this site are my own and do not reflect the opinions of the City of La Crosse."

4. Employees shall refer to the guidelines set forth in the Information Technology Resource Policy when utilizing City computers or other City supplied devices. Do not use City of La Crosse email addresses to register on social networks, profiles, blogs or other online tools utilized for personal use.

5. Employees shall refrain from using social media during work hours or on equipment the City provides, unless it is work-related as authorized by your supervisor or manager and consistent with City policy. See City Government Social Media Policy for additional information.

6. Employees are personally responsible for their commentary on all social media sites and can be held personally liable for commentary that is considered defamatory, obscene, proprietary or libelous by any party.

7. Employees can be disciplined for using social media in a manner that violates City policies or during work hours. Information posted on social media sites can be used by the City as evidence in disciplinary actions.

8. When using social media, employees are encouraged to be fair and respectful to fellow employees, supervisors, customers, residents, suppliers or people who work on behalf of the City of La Crosse. If employees decide to post complaints or criticisms, they shall avoid using statements, photographs, video or audio that could be reasonably viewed as malicious, obscene, threatening or intimidating, or that disparages customers, members of the public, other employees or suppliers or that may constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or the City's reputation. Further examples are posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or City policy. Malicious gossip and the activities mentioned here will not be tolerated.

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9. Employees cannot post the name, trademark or logo of the City, company-privileged information, including copyrighted information or city-issued documents, or photographs of other employees, residents, vendors or suppliers taken in their capacity as City employees.

10. Employees should not link from a City internal or external web site to a personal social media site without the permission of their Department director and the assigned administrator.

11. Employees are advised that social media platforms may be subject to legal discovery including subpoenas in legal proceedings.

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TEMPORARY ASSIGNMENT OF ALTERNATIVE PRODUCTIVE WORK POLICY

The City of La Crosse desires that employees, unable to perform the essential functions of their regular job because of an injury or illness that temporarily prevents their return to regular assigned duty, where possible, be temporarily assigned alternative productive work subject to necessary medical certification and available work. The City of La Crosse desires to obtain the benefits of a temporary assignment of alternative productive work which maintains a level of activity which is productive and serves a therapeutic purpose which quickens the employee's return to regular assignment.

Procedure

1. An employee injured or suffering an illness, at or away from work, will provide to their supervisor as soon as possible, written certification of any restrictions imposed upon them by a medical provider. This will include the projected duration of the restriction(s). Fire Department: In addition to the above, written certification shall include kind or nature of the illness or injury.
2. The department supervisor/manager will evaluate the restriction(s) and determine if temporary assignment of alternative productive work is available, and if the employee is qualified to perform the available work. Department management may recommend assignment of the restricted employee to such available work for the hours that such work is available.
3. It is expressly understood that:
   a. No obligation exists for the City to provide, convert a regular job, or create a temporary assignment of alternative productive work.

   b. Temporary assignment of alternative productive work does not create a regular employment opportunity, and is in-fact made as a temporary assignment only which will terminate when the employee's restrictions allow him/her to return to their essential duties of their regular job, however generally will not exceed sixty (60) calendar days in duration. The specific end date of assignment will be communicated clearly in writing to the employee upon temporary assignment of alternative productive work. Vacation and paid Holidays may be excluded in calculating the sixty (60) calendar days period.

      Fire Department: Temporary assignment will not exceed sixty (60) light duty work days in duration. Vacation and paid Holidays shall be excluded in calculating the sixty (60) light duty work days period.

   c. At the employee's choice, unused accrued vacation may be used in lieu of a temporary assignment to alternative productive work. Fire Department: In addition to the above, this policy shall have no impact on the Fire Department General Order 28 – Alternative Productive Work.

   d. The amount of temporary assignment of alternative productive work available in any department will be determined by the department supervisor/manager based on the number of employees assigned such duty status. Fire Department: In addition to the above, (first come- first served, assuming the employee is qualified to perform the work).

   e. The employee may be assigned to perform those duties of the regular job that the employee may perform without restriction or limitation, in addition to those duties assigned temporarily because of restrictions due to injury or illness.

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f. An employee who meets the requirement to receive a workers' compensation entitlement and who is medically deemed as able to return to a temporary assignment of alternative productive work, may decline such temporary assignment if it is offered. As a result, the employee may lose workers' compensation payments, but is entitled to remain on FMLA leave until the FMLA leave entitlement is exhausted.

g. Temporary assignment of alternative productive work may be considered only when an employee is unable to perform the essential functions of their regular job.

h. An employee's regular work schedule may change during the temporary assignment of alternative productive work to accommodate the department's needs.

Fire: An employee shall be assigned alternative work on an eight (8) hour day, forty (40) hours per week schedule. If the ill or injured employee demonstrates to the Chief that an eight (8) hour day, forty (40) hours per schedule would cause hardship, the Fire Chief shall provide a short period of time for the employee to make arrangements to accommodate such schedule.

4. The Human Resources representative will be contacted immediately by a supervisor prior to their making a recommendation of assignment of a restricted employee to temporary assignment of alternative productive work status. The recommendation will be reviewed and approved by the Human Resources representative for compliance with FMLA, WFMLA, ADA, WC, WFEA and this policy.
5. All temporary assignment of alternative productive work will be reviewed each thirty (30) calendar day period by the respective department supervisor/manager and the Human Resources representative.
6. Alternative work assignments shall be within the same bargaining unit (i.e. ATU, IAFF, LPPNSA, LPPSA).
7. Fire Department: While assigned to temporary alternative work, the employee shall not be precluded from using sick leave if they become injured or ill due to a new circumstance, for which they are certified by their health care practitioner as unable to return to work.
8. Fire Department: An employee who is unable to perform the essential duties of their regular job, due to injury or illness that temporarily prevents their return to regular assigned duty, may request to be temporarily assigned to alternative productive work subject to necessary medical certification. If available, and qualified to perform the alternative productive work, assignment shall not be denied.

R 12/2/13
(combined policies of Fire 2/14/13, and General 10/30/08)

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TUITION REIMBURSEMENT POLICY

The City of La Crosse recognizes the value to the City and its employees of additional education related to their occupation. Therefore, the City will provide tuition reimbursement to eligible employees who voluntarily participate in approved college courses in accordance with the following guidelines:

Eligibility:

a. Eligible employees are those non-represented and SEIU employees covered within the Employee Handbook.
b. Employees must be regular full time or regular part-time employees who are considered to be in good status, and are not on a Leave of Absence status without pay.
c. Employee must have completed one (1) year of employment with the City of La Crosse prior to applying for tuition reimbursement, and
d. The employee will be obligated to continue employment for one (1) year with the City of La Crosse beginning at the completion of the last reimbursed course.
e. An employee terminating employment before the completion of the service obligation (as noted in "d" above) shall be required to reimburse the City, on a prorated basis, for any tuition paid by the City of La Crosse within the last 12 months of employment with the City. Reimbursement may be obtained by personal payment from the employee, deducting the amount from the last paycheck or deducting an equivalent amount from accrued leave balances. This provision may be waived if determined to be appropriate by the Director of Finance, Deputy Director of Human Resources or their designee.

Covered Coursework:

a. Tuition reimbursement is designed for undergraduate and graduate college level coursework offered through an accredited college, university or technical school. Doctorate level work is not reimbursable. The City reserves the right to approve the standards of approved coursework and learning institutions.
b. Coursework must have a clear and direct relationship to the employee's current work or profession. This policy is not intended to fund education that will qualify an employee for a new trade, business or career.
c. All requests for tuition reimbursement must be submitted to the Department Head a minimum of 30 days prior to beginning of class. Requests received after this timeframe will not be eligible for tuition reimbursement. Application forms are available in Human Resources.
d. All courses must be approved by the Department Head and the Director of Human Resources or their designee.
e. Must have attached course credits, i.e. "audited" classes will not be approved for reimbursement.
f. Seminars, workshops, professional conferences and coursework taken through a Continuing Education Program do not qualify for tuition reimbursement under this policy.

Limits:

a. A maximum of $15,000 is available for tuition reimbursement per calendar year, with a maximum of $750 per employee per calendar year, subject to the $15,000 cap. Should the full $15,000 not be requested, the reimbursement per employee may increase, subject to approval by the Director of Human Resources or their designee.
b. An employee shall have a tuition reimbursement cap of twelve (12) credits per calendar year.

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c. If there are more than 20 requests for $750, or other requests totaling more than $15,000 are made, a pro-rata reimbursement would be approved.
d. The Director of Human Resources or their designee has the discretionary right to deny or pro-rate reimbursements.

Covered Costs:

a. The City will reimburse tuition costs and the cost of textbooks up to $50.00 per class in accordance with the limitations described above. Other associated costs will not be covered (i.e. parking, mileage).
b. Tuition will be reimbursed to qualified employees based on their final grade:

A = 100%
B = 100%
C or Pass = 80%

D, F, Fail, Incomplete, Withdrawn, repeated courses, audited courses etc, will not be reimbursed.

Plus (+) or minus (-) grades will be paid based on the letter grade assigned with no consideration for other indicators.

Reimbursement:

a. Upon completion of the course, eligible employees must submit a copy of their grades AND a receipt from the educational institution showing payment for such courses. Textbook receipts should also be turned in at this time. These must be submitted to Human Resources within 30 days from the date the grades were sent to the employee to be eligible for reimbursement.
b. Reimbursement for approved expenses will occur following receipt proof of grades and tuition/textbook payments. Reimbursement amounts will be based on the number of participating employees and/or set maximum per employee.
c. The City will adhere to IRS regulations regarding Educational Assistance programs.
d. Funding available for part-time employees shall be on a pro-rated basis.
e. Funding available will be offset by any stipends, grants or scholarships received by the employee.

Responsibility:

a. Work schedules are not to be reduced for participating employees. The employee must take the course during non-scheduled work hours or during periods of approved leave.
b. All course homework must be completed during non-scheduled work hours, unless approved in advance by the Department Head and the Director of Human Resources or their designee.
c. Use of City equipment for the purpose of the course is not permitted, unless approved in advance by the Department Head and the Director of Human Resources or their designee.
d. Employee must complete a "Tuition Reimbursement Application Form" and submit it to their Department Head a minimum of 30 days prior to the commencement (beginning) of the class.
e. Employee must submit grades and receipt from the educational institution to Human Resources within the established timeframes.

While the City is interested in aiding employees to improve or extend their job skills through outside education, participation in the program does not imply any guarantee of advancement in position or wages.

DRAFT UNTIL APPROVED BY FINANCE AND PERSONNEL COMMITTEE

WORK INJURY REPORTING POLICY

A. PURPOSE & SCOPE

The purpose of this policy is to outline responsibilities and procedures for supervisors and employees when involved in accidents or injuries on work time and to meet Federal Occupational Safety and Health Administration and State Department of Workforce Development recording requirements.

The City of La Crosse is committed to working with its employees to provide a safe and productive work environment. In order to prevent accidents, timely and accurate accident reporting and investigation is essential. This policy provides guidelines for proper reporting and investigation. It is imperative that injured employees, supervisors, and department heads follow this policy.

B. PROCEDURES

All City employees shall adhere to the following procedures when an accident or injury occurs:

1. The Department Head and supervisors in each department are expected to be aware of all work-related injuries and to be sure that employees know it is their responsibility to report accidents and injuries at once. It is also the responsibility of each department head to be sure that supervisors assist the Safety Coordinator to investigate injury claims.

2. Workers' compensation forms to be completed for each workplace injury or illness are available from the Supervisor, Human Resources or Sharepoint (under Human Resources).
   Employees First Report of Injury – to be completed by the employee and submitted to their supervisor within 24 hours of the accident or injury.
   Employers First Report of Injury – to be completed by the supervisor of the injured employee and submitted to Human Resources.
   Employers Work Injury Report – to be completed by the Safety Coordinator.
3. If the injured employee seeks medical attention they are to provide the Physician's Status Report (provided to the employee by their health care practitioner) to their supervisor following each doctor's visit. The report shall provide the medical diagnosis, treatment, restrictions, next appointment date/time, and work-related recommendations for the employee's return to work. The employee must have a physician's authorization for time lost due to a work-related injury. Supervisors will forward copies of all medical slips to Human Resources.
   a. If immediate medical attention is not needed, the employee can still obtain treatment from his/her choice of medical providers at a later date. The employee shall take the City's workers compensation appointment form to the medical provider. These forms shall be returned to Human Resources.
   b. Whenever medical attention for a work-related injury is sought, the employee shall submit a return-to-work slip to their direct supervisor prior to returning to work.
   c. The City has the right to verify an injury/illness through an independent medical exam.

C. RESPONSIBILITIES

DRAFT UNTIL APPROVED BY FINANCE AND PERSONNEL COMMITTEE

1. **The Human Resources Department is responsible for:**
    a. Monitoring and reviewing all investigations to ensure accuracy and prompt response.
    b. Providing technical assistance to supervisors when needed.
    c. Following up to see that recommendations made as a result of an investigation are evaluated and that an appropriate course of action is taken, including any disciplinary measures.
    d. Reporting/acting as liaison with workers compensation third party administrator.
    e. Serving as City contact with employee's health care practitioner in regards to the workers compensation injury.

2. **Each Department Head (or designee) is responsible for:**
    a. Evaluating recommendations that come out of each accident investigation and taking appropriate actions to prevent future accidents.
    b. Following up to see that corrective action is implemented.
    c. Fulfilling the duties of the department supervisors (as listed below) when a supervisor is not available.

3. **Supervisors/Managers of non-sworn employees are responsible for:**
    a. Promptly reporting all accidents to Human Resources. Contacting Human Resources as soon as possible (during business hours) if a serious accident occurs, or if the employee seeks medical treatment or misses work due to an injury sustained on the job.
    b. In the absence of the employee, the supervisor will complete the *Employee's First Report of Injury* to the best of their knowledge. Such form will remain unsigned. Upon return of the employee, the supervisor shall review the *Employee's First Report of Injury* with the injured employee and obtain the injured employee's signature on the Report.
    c. Working with Human Resources, the employee and the work restrictions detailed on the Physician Status Report to return the employee to work on restricted or full duty, if applicable.
    d. Obtaining the employee's completed Return-to-Work Slip prior to the employee returning to work and forwarding this form to Human Resources upon receipt from the employee or employee's health care provider.
    e. Forward all Physician's Status Reports and Workers Compensation forms to Human Resources as soon as possible.

4. **Supervisors/Managers of Sworn Officers are responsible for:**
    a. Promptly reporting all accidents to Human Resources. Contacting Human Resources as soon as possible (during business hours) if a serious accident occurs, or if the employee seeks medical treatment or misses work due to an injury sustained on the job.
    b. In the absence of the employee, the supervisor will complete the *Employee's First Report of Injury* to the best of their knowledge. Such form will remain unsigned. Upon return of the employee, the supervisor shall review the *Employee's First Report of Injury* with the injured employee and obtain the injured employee's signature on the Report.
    c. Working with Human Resources, the employee and the work restrictions detailed on the Physician Status Report to return the employee to work on restricted or full duty, if applicable.
    d. Obtaining the employee's completed Return-to-Work Slip prior to the employee returning to work and forwarding this form to Human Resources upon receipt from the employee or employee's health care provider.

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e. Forward all Physician's Status Reports and Workers Compensation forms to Human Resources as soon as possible.

5. Safety Coordinator is responsible for:

a. Ensuring that an investigation is completed for every work injury or accident that involves City employee(s) and reviewing all investigations to ensure accurate and prompt response.
b. Ensuring all departmental accident investigation forms are completed and submitted to Human Resources within 24 hours of the accident or injury, and ensuring that supplemental reports are also submitted timely to Human Resources.
c. With the exception of work injuries involving sworn protective officers Safety Coordinator shall promptly respond to the scene of the injury/accident and conduct a scene investigation, take photos, collect possible evidence, interview the injured employee and interview witnesses. Interview the injured employee and any witnesses separately from each other.
d. Complete and submit the Employer's Work Injury Report (facts and findings report) within 24 hours of the accident or injury to Human Resources, and any and all subsequent reports as may be necessary. This includes any recommended corrective action.

6. Employees are responsible for:

a. Reporting all accidents to his/her supervisor immediately.
b. Cooperating fully with a City investigation of any accident, even if the employee was not the person injured in the accident.
c. Working with his/her supervisor to complete, sign and submit the *Employee's First Report of Injury* to Human Resources within 24 hours of the accident or injury, and any and all subsequent reports as may be necessary.
d. Ensuring that their health care practitioner provides the physician's status report and City-supplied forms concerning medical diagnosis and treatment and any work-related recommendations for a return to work.
e. Providing their supervisor with Physician Status Reports following each appointment.
f. Providing a completed Return-to-Work slip to his/her immediate supervisor prior to returning to work if he/she sought medical treatment or missed work due to an accident or injury sustained on the job.

Failure to follow this policy, or providing false or misleading statements, or filing false claims may result may result in disciplinary action, up to and including discharge.

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WORKERS COMPENSATION APPOINTMENT – REIMBURSEMENT POLICY

This policy covers all exempt and nonexempt employees. Employees whose work schedule is fully encompassed within the hours of 7:00 a.m. – 5:00 p.m. are eligible for the city reimbursement stated below, as the City recognizes the scheduling dilemma for employees whose work schedule parallels the health care professions general business hours. Employees whose work schedule falls outside the 7:00 a.m. – 5:00 p.m. parameters (to include regular part-time and platoon shift employees) who would not have the scheduling difficulties, thus are not eligible for the city reimbursement.

1. Employees are encouraged to schedule any workers compensation appointments either during the first one and one-half hour or the last one and one-half hour of their scheduled work day. In recognition of doing so, and creating an efficient workforce, the City will reimburse the employee at their scheduled rate of pay for the lost time to attend the appointment, up to one and one-half hour (calculated from the beginning or end of their scheduled shift – not from their appointment). The employee is expected to return to work immediately following the appointment if the appointment ends prior to the end of their work shift, unless the time required to travel back to work would result in returning after the work shift has ended. If the appointment is in the morning, the employee must report to work prior to going to the appointment, unless it is not possible to report to work and be at the appointment on time.
2. *This reimbursement is not a requirement of workers compensation statutes, but a City reimbursement program.*
3. The City will not provide reimbursement for time taken in excess of the one and one-half hour from the start of work time or the end of work time. In these instances the employee would be required to use accrued forms of leave (i.e. vacation, sick leave, personal business) for the excess time which does not fall within the one and one-half hour, calculated from their scheduled start or end time.
4. Reimbursement would only cover the time at the appointment which is during their normal work hours (i.e. 2:00 p.m. scheduled appointment lasts until 4:00 p.m. Employee's work schedule is 7:00 a.m. – 3:00 p.m. Employee would receive reimbursement from 1:30 p.m. to 3:00 p.m.).
5. Appointments scheduled outside of the city reimbursement hours described above will not be reimbursed by the City. The employee would be required to use accrued forms of leave (i.e. vacation, sick leave, personal business) for such visits.
6. The employee will be required to have their treating healthcare provider complete a Workers Compensation Time Report, which would provide the time arrived for the appointment, time of the scheduled appointment, time left and name/address of facility/preparer. The employee is required to provide this to their supervisor upon returning to work on their next regular scheduled day for which the employee is present in order to receive the city reimbursement. If the Workers Compensation Time Report is not provided to the supervisor on their next regular scheduled work day for which they are present they will <u>not</u> receive city reimbursement, therefore he/she will be required to use accrued leave (i.e. sick leave, comp time, vacation or personal business). The employee would also be required to provide their supervisor with a status report from their treating healthcare provider following each appointment.
7. In some cases special treatment is required (MRI, CAT Scan). In such cases the City would provide reimbursement for the appointment occurring during work time, assuming the employee provides the supervisor with the required completed Workers Compensation Time Report.
8. With the exception of accrued leave, this policy is the <u>only</u> form of payment an employee may receive for scheduled workers compensation appointments while working.

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9. An employee *may* be eligible for reimbursement through workers compensation for lost time due to a workers compensation injury if they are disabled, thus unable to work (known as TPD – temporary partial disability; or TTD – temporary total disability). Workers compensation statutes / eligibility criteria will apply in these cases.
10. Any special treatment or exceptions for payment through the City's Workers Compensation – Reimbursement policy would be handled through Human Resources.
11. Nothing contained herein is intended to alter or reduce any individual employee's right to benefits under the Workers Compensation Act or Family and Medical Leave Act.

02/18/08; R 12/2/13

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WORKPLACE ENVIRONMENT POLICY

Policy:

It is the official policy of the City of La Crosse that actions that result in a hostile work environment for City employees are prohibited. It is understood that cause based disciplinary actions do not constitute a hostile work environment as defined under this policy.

The City of La Crosse intends to provide a work environment that is respectful, healthful, comfortable and free from intimidation, hostility, or other offenses, which might interfere with work performance or the work environment. It is the policy of the City of La Crosse that a hostile work environment is counterproductive to the efficient delivery of municipal services and is a violation of work rules applicable to all City employees. Harassment of any sort, whether verbal, physical, and/or visual, will not be tolerated.

Definitions:

Hostile Work Environment refers to work place conditions or harassment by coworkers, managers, supervisors, or outside vendors consisting of conditions in which an employee cannot perform their job without feeling harassed or threatened.

1. Hostile Work Environment is work place conditions or harassment consisting of an environment in which an employee cannot perform their job without feeling harassed or threatened.

2. A hostile work environment may consist of but is not limited to:
   - Verbal abuse and/or derogatory comments against an employee for whatever reason.
   - Displaying derogatory or offensive materials.
   - Physical contact, intimidation or violence against an employee.
   - Challenges over an employee's authority.
   - Deliberate destruction of property and/or sabotage.
   - Jokes, horseplay, pranks, passive aggressive acts or other such acts.
   - Disparate treatment of employees, without a reasonable basis.
   - Imposition or enforcement of unreasonable work rules for the sole purpose of exerting power over others.

Procedure To Report and Resolve Complaints:

1. All City employees are responsible for keeping the work place environment free of harassment. Any employee who becomes aware of an incident of harassment, whether by witnessing the incident or becoming aware of it, must report it immediately to the Human Resources office or a supervisor with whom they are comfortable.

2. When a department head and/or the Human Resources Department becomes aware that harassment may exist they are obligated to take prompt and appropriate action, whether or not the victim supports this action. All reports of harassment will be investigated by the respective department head and/or the Director of Human Resources or their designee with due regard for the privacy of all involved parties.

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Penalties and Consequences of Hostile Actions:

Any and all employees, supervisors and/or managers of the City of La Crosse who engage in acts in violation of this policy will subject themselves to disciplinary action up to and including discharge.

RETALIATION PROHIBITED: The City of La Crosse takes all complaints seriously and, as such, will take prompt action to investigate any complaint in a fair, impartial manner. Confidentiality will be maintained to the extent possible. Any incidence of retaliation due to the filing of this complaint will not be tolerated and should be reported to the Human Resources Department immediately.

7/6/98; R 4/18/01; 11/4/16; R 01/01/2018

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POLICY ON WORKPLACE VIOLENCE

PURPOSE

It is the intent of the City of La Crosse to provide a safe and secure working environment for our employees and customers. Therefore, the City of La Crosse will not tolerate any harassment, intimidation, violent act, or threat of violence against any employee, visitor or client. This includes any direct, conditional or implied threat, intentional act, or other conduct, which reasonably arouses fear, hostility, intimidation, or the apprehension of harm.

GENERAL POLICY

The City of La Crosse has a zero tolerance policy towards workplace violence, or the threat of violence, by any of its employees, customers, the general public and/or anyone who conducts business with the City. Abusive language, verbal threats and/or gesturing, and/or physical fighting by any employee is prohibited.

No weapon shall be brought into the workplace or carried in City vehicles, whether or not an individual has a permit to carry such weapon. Banned weapons includes firearms and other objects intended to cause harm to oneself or others. Use of any object, as an actual or intended weapon, shall be considered a violation of this policy. The one exception is that law enforcement officers may possess department issued weapons as authorized by the Chief of Police and or Police Department.

This policy applies to all City of La Crosse full-time, part-time and casual/seasonal employees.

DEFINITION

Workplace violence includes, but is not limited to, verbal abuse or harassment, threats, physical attack or property damage. A threat is the expression of an intent to cause physical or mental harm regardless of whether the person communicating the threat has the present ability to carry out the threat and regardless of whether the threat is contingent, conditional, or future. Physical attack is an intentional hostile physical contact with another person such as hitting, fighting, pushing, shoving, or throwing objects. Property damage is intentional damage to property that includes property owned by the City, employees, customers, vendors and citizens.

EMPLOYEE RESPONSIBILITY

City of La Crosse employees have a responsibility for fostering and maintaining a safe and secure workplace. All employees are expected to adhere to specific security and safety procedures as prescribed by their department. If workplace violence is perceived the employee is to remove self from the threat as soon as possible. All employees have a duty to report to their supervisor any threats they have witnessed or received which may have been committed by another employee or an external individual such as a customer, vendor, or citizen. This is regardless of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or were the focus of the threatening behavior. Even without an actual threat, employees should also report any behavior that they have witnessed which they regard as threatening or violent, when that behavior occurs on the job during working hours, on City owned property or at a location where an employee is conducting official City business.

The City of La Crosse will not tolerate any harassment, retaliatory, or other prohibited action, either directly or indirectly, against the individual who reported the incident of violent behavior. Action of this

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type must be reported to the supervisor immediately for investigation. Any employee found to have harassed or retaliated against an individual reporting workplace violence will be subject to discipline, up to and including discharge from employment with the City of La Crosse.

If the matter involves a supervisor, then the report of the workplace violence should be made to the Department Head, Director of Human Resources or their designee or other City of La Crosse supervisor.

If the matter is critical, for which a serious threat or injury occurs, employee should immediately obtain emergency police intervention or medical response if required.

EMPLOYER RESPONSIBILITY

The City of La Crosse will take steps to prevent and respond to all instances of violence and threats of violence, which occur on our premises or in the performance of official business outside of the premises.

Upon notification of workplace violence, the supervisor will assess the incident, and immediately contact the Department Head and Director of Human Resources or their designee. A thorough investigation will be conducted to determine the facts of the reported incident.

Any employee found to have violated this policy will be subject to discipline, up to and including discharge. Said employee may be referred to EAP, independent of any disciplinary action.

Any person who engages in an act of violence or alleged act of violence in a City of La Crosse facility may be removed from the facility, and may be banned from entering any City of La Crosse facility until an investigation is completed.

Any employee who is the victim of workplace violence will be offered the services of EAP to assist in coping with any effects of the incident. Employee should also complete an Employee Occupational Injury and Illness Report if the incident of workplace violence has resulted in injury. If the employee cannot complete the form the supervisor shall do so.

The City recognizes that false accusations of workplace violence can have severe adverse effects. The City expects all employees shall act honestly and responsibly in complying with and enforcing this policy.

ORDERS OF PROTECTION OR RESTRAINT

If an employee obtains court-ordered protection that extends to the workplace from any other individual, the employee is required to notify his/her supervisor immediately.

4/04; R 01/01/2018

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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: 25-1329

Caption: Employee Handbook Annual Review for 2026

Staff/Department Responsible for Legislation

Human Resources

Requestor of Legislation

Rebecca Franzen - Director of Human Resources

Location, if applicable

Summary/Purpose

The Human Resources department annually review the non-represented employee handbook to ensure compliance with any federal, state or local laws along with doing a comparison of our policies, procedures and benefits with other local businesses and municipalities to ensure we are competitive in our offerings.

The changes have been reviewed by department heads.

The handbook changes only impact non-represented employees.

Background

Please see the attached summary of changes to the non-represented employee handbook part 1 and part 2.

Fiscal Impact

No fiscal impact for paid parental leave policy since salaries for all eligible positions would be budgeted for; Funding for the safety footwear reimbursement policy is in the 2026 operating budget; there will be approximately a $23,000 for stipend change in operating budget.

Staff Recommendation

Staff recommends approval of this appointment.

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1332

Agenda Date: 12/4/2025 **Version:** 1 **Status:** New Business

In Control: Finance & Personnel Committee **File Type:** Resolution

Resolution approving a Lateral Transfer Memorandum of Understanding (MOU) between the City of La Crosse and the International Association of Firefighters, Local #127.

RESOLUTION

WHEREAS the hiring process for new Firefighters is a competitive recruitment and selection process, and

WHEREAS the market for available Firefighter candidates has decreased requiring the City to be creative in the recruitment process for attracting and hiring quality candidates, and

WHEREAS, it is the recommendation of the Fire Chief to revise the Lateral Transfer Memorandum of Understanding (MOU) to honor previous City service and fire service experience, and

WHEREAS, Firefighter candidates who have previous City service or previous fire service experience will have their compensation and vacation accrual determined by the Lateral Transfer language contained in the attached Memorandum of Understanding, and

WHEREAS, this proposal is supported by the International Association of Firefighters, Local #127 and the Director of Human Resources.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of La Crosse that effective December 12, 2025, it hereby approves the updated language in the Lateral Transfer section highlighted in the attached Memorandum of Understanding.

BE IT FURTHER RESOLVED that funding shall come from the operating budget of the Fire department.

BE IT FURTHER RESOLVED that the Director of Human Resources, and Fire Chief are hereby authorized to implement this resolution.

CITY OF LA CROSSE

400 La Crosse Street
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LEGISLATION STAFF REPORT FOR COUNCIL

File ID 25-1332

Caption Resolution approving a Lateral Transfer Memorandum of Understanding ("MOU") between the City of La Crosse and the International Association of Firefighters, Local #127

Staff/Department Responsible for Legislation

Human Resources

Requestor of Legislation

Rebecca Franzen - Director of Human Resources
Jeffrey Schott - Fire Chief

Location, if applicable

Summary/Purpose

It was discovered by the Human Resources department that an error occurred when updating the Collective Bargaining Agreement ("CBA") for the 2025-2027 contract, specifically related to Step E Firefighters guidelines. The adopted guidelines in the 2025-2027 CBA directly conflict with the updated longevity pay schedule and need correction.

Background

The 2025 -2027 CBA states that when hiring a new Firefighter with 5 years or more of full time service, they will be placed at Step E on the pay scale, but this conflicts with the longevity schedule.

The fix to this issue is to remove "Step E Firefighter... 5 years of full time service or more" and update the the new schedule to read "Step D Firefighter...3 years or more of full-time service."

Fiscal Impact

No fiscal impact.

Staff Recommendation

Staff recommends approval of the MOU.

Human Resources
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www.cityoflacrosse.org HR@cityoflacrosse.org

Memorandum of Understanding #4
Lateral Transfer

Between the City of La Crosse ("City") and the International Association of Firefighters ("IAFF")

RE: Error on Lateral Transfer guidelines

On April 15, 2024, the Common Council approved Memorandum of Understanding ("MOU"): Lateral Transfer Agreement between the City and the International Association of Firefighters ("IAFF") with the following guidelines to receive lateral transfer service credit.

- Step A Firefighter…less than 1 year of full-time service.
- Step B Firefighter…1 year of full-time service but less than 2 years of full-time service.
- Step C Firefighter…2 years of full-time service but less than 3 years of full-time service.
- Step D Firefighter…3 years of full-time service but less than 9 years of full-time service.
- Step E Firefighter…9 years of full service or more.

It was discovered by the Human Resources department that an error occurred when updating the Collective Bargaining Agreement ("CBA") for the 2025 – 2027 contract, specifically related to Step E Firefighter guidelines. The newly adopted guidelines directly conflict with the updated longevity pay schedule.

The 2025 – 2027 contract updated the guidelines for service credit to the following:

- Step A Firefighter…less than 1 year of full-time service.
- Step B Firefighter…1 year of full-time service but less than 2 years of full-time service.
- Step C Firefighter…2 years of full-time service but less than 3 years of full-time service.
- Step D Firefighter…3 years of full-time service but less than 5 years of full-time service.
- Step E Firefighter…5 years of full-time service or more.

The City and the IAFF agree to the following amendment to the guidelines to receive lateral transfer service credit retroactively effective January 1, 2025.

- Step A Firefighter…less than 1 year of full-time service.
- Step B Firefighter…1 year of full-time service but less than 2 years of full-time service.
- Step C Firefighter…2 years of full-time service but less than 3 years of full-time service.
- Step D Firefighter…3 years or more of full-time service.

The update to the lateral transfer provision of the CBA will automatically be added into the successor agreement at the next contract opener.

_____
Rebecca Franzen, SHRM-CP, CLRP
Director of Human Resources

_____
Brandon Gritt
President, IAFF, Local #127

Rebecca A. Franzen, SHRM-CP
Director of Human Resources
Angela R. Leisso
Employee Benefits Specialist
Gwendolyn A. Benish
Human Resources Generalist
Megan Ihrke
Human Resources Generalist
Sheila K. Becker
Employee Safety & Risk Specialist
Heidi L. Stein
Wellness Coordinator
Angela M. Berget
Human Resources Assistant

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1336

Agenda Date: 12/4/2025 **Version:** 1 **Status:** New Business

In Control: Finance & Personnel Committee **File Type:** Resolution

Resolution allocating unspent capital funds, from CIP 2024 #856 (Cottonwood Trail Culvert Replacement Project) and CIP 2025 and 2026 #551 (Marsh Hydrology Study and Implementation) to CIP 2024 # 857 (Grand Crossing Trail Reconstruction).

RESOLUTION

WHEREAS, the Grand Crossing Trail Reconstruction Project is estimated to exceed the original cost estimate; and

WHEREAS, the Cottonwood Trail Culvert Replacement Project was completed under budget and $33,801.50 remain; and

WHEREAS, the Marsh Hydrology Study and Implementation funds from CIP 2025 and 2026 #551 has a balance of $150,000.00; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Common Council of the City of La Crosse that project funds for the below projects are to be moved to the CIP 2024 #857 (Grand Crossing Trail Reconstruction).

$33,801.50 from CIP 2024 #856 (Cottonwood Trail Culvert Replacement Project)

$150,000.00 from CIP 2025 and 2026 #551 (Marsh Hydrology Study and Implementation)

BE IT FURTHER RESOLVED that it hereby authorizes the Mayor, City Clerk, Director of the Parks, Recreation and Forestry Department, and Finance Director to take any and all steps necessary 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: 25-1336

Caption: Resolution allocating unspent capital funds, from CIP 2024 #856 (Cottonwood Trail Culvert Replacement Project) and CIP 2025 and 2026 #551 (Marsh Hydrology Study and Implementation) to CIP 2024 # 857 (Grand Crossing Trail Reconstruction).

Staff/Department Responsible for Legislation

Parks, Recreation and Forestry Department - Jim FLottmeyer

Requestor of Legislation

Parks, Recreation and Forestry Department - Jim Flottmeyer

Location, if applicable

n/a

Summary/Purpose

Allocating unspent capital funds to the Capital Improvement Project- Grand Crossing Trail Reconstruction.

Background

The Grand Crossing Trail Reconstruction Project is estimated to exceed its original cost estimate and requires additional funding for construction, contingency and project management. Unforeseen design and and environmental study costs are the primary cause of the increased cost.

Fiscal Impact

An additional $183,801.50 of unspent funds are being added to the Grand Crossing Trail Reconstruction Project.

Staff Recommendation

Recommended for approval

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1352

Agenda Date: 12/4/2025 **Version:** 1 **Status:** New Business

In Control: Finance & Personnel Committee **File Type:** Resolution

25-1352

Resolution authorizing the Mayor and City Clerk to sign State/Municipal Agreement for the Reconstruction of STH 16 (La Crosse Street) from 7th Street to 12th Street (Project I.D. #7575-09-01/21/71)

RESOLUTION

WHEREAS, the Wisconsin Department of Transportation (WisDOT) has advanced the design of State Trunk Highway (STH) 16 (La Crosse Street), from 7th Street to 12th Street, as part of its La Crosse Corridor Majors Studies project; and

WHEREAS, STH 16 is a four-lane connecting highway with an urban cross section with two parking lanes and two driving lanes. The pavement is deteriorated. All intersections along the corridor are flagged for intersection crashes; and

WHEREAS, The State under the Federal Majors Program will fund the design and reconstruction of existing pavement, curb and gutter, update pedestrian curb ramps to meet ADA requirements, and add bicycle lanes; and

WHEREAS, the City will fund the replacement of the parking lane, water utility, sanitary sewer, and community sensitive designs (such as decorative lighting); and

WHEREAS, The design for Sanitary Sewer and Water was previously approved (25-0990) to be designed in conjunction with the State Design.

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 attached State/Municipal Agreement for the reconstruction of La Crosse Street from 7th to 12th Street.

BE IT FURTHER RESOLVED that the attached Agreement be referred to the 2027-2031 Capital Improvement Program for funding.

BE IT FURTHER RESOLVED that the City Engineer, Finance Director and Director of Public Works are authorized to perform all duties to effectuate this resolution

STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT	Date: November 10, 2025 I.D.: 7575-09-01/ -21/ -71/ -XX Road Name: STH 16 Title: La Crosse – Sparta Limits: USH 53 to STH 35 County: La Crosse Roadway Length: 0.3 Mile

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 affect the highway or street improvement hereinafter described.

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: STH 16 is a minor arterial. The existing roadway is a 4-lane undivided urban section with two 12-foot driving lanes and two parking lanes. The existing pavement is deteriorated. All intersections along the corridor are flagged for intersection crashes.

Proposed Improvement - Nature of work: Project will replace the existing pavement along this segment of roadway. This project will also evaluate alternatives for the proposed cross section including options that include multimodal accommodations, parking and/or considering a TWLTL. Project will also address safety concerns along the corridor.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: All construction costs associated with pavement used for parking lanes. The city is responsible for 50% of the cost of a standard lighting system as well as the construction inspection and acceptance of the lighting system. The Municipality will be 100% responsible for the cost of sanitary sewer and water main work. Community Sensitive Design (CSD) funding has been approved for aesthetic treatments in the City of La Crosse for a maximum of $70,340. The Municipality will be responsible for 100% of the costs of aesthetic items over the Community Sensitive Design funding maximum. CSD amenities are funded with 80% Federal funding up to a maximum of $56,272 when the Municipality agrees to provide the remaining 20% and any funds in excess of the CSD funding limit.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: 7575-09-01	$ 800,000	$ 800,000	100%		
		$ -		$ -	
Real Estate Acquisition:					
Acquisition: 7575-09-21	$ 30,000	$ 30,000	100%		
				$ -	
[1]Construction: 7575-09-71					
Roadway	$ 2,100,000	$ 2,100,000	100%	$ -	
Parking	$ 75,720	$ -		$ 75,720	100%
Community Sensitive Design					
-Coloring Concrete Red	$ 7,620	$ 6,096	80%MAX	$ 1,524	20%+BAL
- Tree Cells	$ 53,760	$ 43,008	80%MAX	$ 10,752	20%+BAL
- Black Paint for Light Poles & Cabinet	$ 8,960	$ 7,168	80%MAX	$ 1,792	20%+BAL
Total CSD Items	$ 70,340	$ 56,272	80%MAX	$ 14,068	20%+BAL
Lighting	$ 134,400	$ 67,200	50%	$ 67,200	50%
[1]Non-Participating: 7575-09-XX					
Water Main	$ 474,700	$ -		$ 474,700	100%
Sanitary Sewer	$ 434,300	$ -		$ 434,300	100%
Total Cost Distribution	**$ 4,119,460**	**$ 3,053,472**		**$ 1,065,988**	

1. Estimates include construction engineering.
2. Community Sensitive Design (CSD) amenities considered to be the preference of the community are funded with 80% federal funding up to a maximum of $70,340. See Item 8 of Terms and Conditions.
No state funding is permitted for CSD amenities.
Costs in excess of the CSD funding limit shall be the responsibility of the Municipality.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 3–4); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, upon fully executed signature of applicable State Municipal Maintenance Agreement and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the **City of La Crosse** (please sign in blue ink)

Name (print) Title

Signature Date

Signed for and in behalf of the **State** (please sign in blue ink)

Name **Michelle Ellias** Title **WisDOT Southwest Region Planning Chief**

Signature Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. 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 General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

   (a) Design engineering and state review services.

   (b) Real Estate necessitated for the improvement.

   (c) Compensable utility adjustment and railroad force work necessitated for the project.

   (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.

   (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.

   (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.

   (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

   (h) Replacement of existing sidewalks necessitated by construction.

   (i) Replacement of existing driveways, in kind, necessitated by the project.

   (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

   (k) Eligible Community Sensitive Design (CSD) amenities considered to be the preference of the community, not to exceed CSD funding limit for the project.

3. 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 installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

   (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.

   (c) Roadway and bridge width in excess of standards.

   (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.

   (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.

   (f) Parking lane costs.

(g) Coordinate, clean up, and fund any hazardous materials encountered for Municipality utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

(h) 20% of costs of eligible Community Sensitive Design (CSD) amenities considered to be the preference of the community up to the CSD funding limit for the project plus 100% of costs of eligible CSD amenities in excess of the CSD funding limit for the project.

4. As the work progresses, the Municipality will be billed 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.

5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

6. The work will be administered by the State and may include items not eligible for federal/state participation.

7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

8. Basis for local participation:

(a) Real Estate Acquisition

i. WisDOT will acquire real estate in the Municipality's name.

(b) Roadway Construction (7575-09-71): The construction estimate is based on the estimated unit prices and quantities of all bid items required for construction. As items are identified during the design phase that require cost participation or are ineligible for Federal/ State funding, this agreement will be amended to reflect those costs.

Parking: In accordance with Wisconsin Statute 86.32(4) and WisDOT policy, the Municipality is required to pay the construction cost of that part of the state trunk highway on which parking is permitted.

Community Sensitive Design: CSD amenities are funded with 80% Federal funding up to a maximum of $56,272 when the Municipality agrees to provide the remaining 20% and any funds in excess of the CSD funding limit. CSD amenities included in the project are:

- Coloring Concrete Red
- Tree Cells
- Black Painting for Light Poles and Cabinet

CSD funding is governed by Wis. Stat. 85.0205. The department will regularly review the total CSD funding on this and any associated improvement projects to ensure total CSD funding does not exceed statutory limits. If at any point CSD funding exceeds statutory limits, the department will notify the Municipality of any adjustments to CSD funding that may be required to remain in compliance with state statues.

Street Lighting: Continuous street lighting designed to accepted WisDOT standards and installed at time of construction is 50% eligible for Federal/ State funding. The Municipality may request decorative lighting in place of standard lighting; however, the State will only participate in 50% of the standard lighting cost. All future maintenance and operation costs of the street lighting are the responsibility of the Municipality.

(c) Non-Participating Construction (7575-09-XX): The construction estimates were provided by the Municipality. The Municipality is responsible for 100% of the costs for improvements to the water main and sanitary sewer, including mobilization. The Municipality is responsible for 100% of the costs for backfill necessary for the replacement or addition of the Municipality-owned utilities. These costs are not eligible for Federal/State Funding.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

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 25-1352

Caption Resolution authorizing the Mayor and City Clerk to sign State/Municipal Agreement for the Reconstruction of La Crosse Street from 7th to 12th St (Project I.D. #7575-09-01/21/71)

Staff/Department Responsible for Legislation

Engineering

Requestor of Legislation

Wisconsin DOT

Location, if applicable

La Crosse Street from 7th to 12th

Summary/Purpose

STH 16 is a four-lane connecting highway with an urban cross section with two parking lanes and two driving lanes. The pavement is deteriorated. All intersections along the corridor are flagged for intersection crashes. The State will replace existing pavement, curb and gutter, update pedestrian ramps to meet ADA requirements, replace utilities, and add bicycle lanes. Water, Sanitary sewer, parking lanes, and community sensitive designs will be fully funded by the City.

Background

The design will be completed by the State and will be constructed in 2028.

Fiscal Impact

$156,988 Participating (Parking, Crosswalks, Tree Cells, Decorative Lighting)
$909,000 Non-participating (Water Utility, Sewer Utility)

Staff Recommendation

Approval

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1357

Agenda Date: 12/4/2025 **Version:** 1 **Status:** New Business

In Control: Finance & Personnel Committee **File Type:** Resolution

Agenda Number:

Resolution allocating $2 million to the Employee Benefit Trust Fund.

RESOLUTION

WHEREAS, the Employee Benefit Trust Fund Committee recommended that $2 million be placed into the Employee Benefit Trust Fund on September 15, 2025, and

WHEREAS, the Board of Estimates recommended to the City Council that $2 million of Unassigned General Fund Balance be utilized to help reduce City health insurance cost increases through the annual operating budget process and placed into the Employee Benefit Trust Fund.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that $2,000,000 from the City Unassigned General Fund Balance be placed into the Employee Benefit Trust Fund.

BE IT FURTHER RESOLVED that City staff are hereby authorized to take any and all steps necessary 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: 25-1357

Caption: Resolution allocating $2 million to the Employee Benefit Trust Fund

Staff/Department Responsible for Legislation

Chadwick Hawkins/Finance Department

Requestor of Legislation

Chadwick Hawkins

Location, if applicable

Summary/Purpose

The purpose of this request is authorize the distribution of Unassigned General Fund Balance in the amount of $2,000,000.00 to be placed into the Employee Benefit Trust Fund.

Background

During the initial 2026 Operating Budget process, it was discussed with members of the Employee Benefit Trust Fund Committee the possibility of utilizing Unassigned General Fund Balance as a means to help support the need to replenish the Trust Fund Reserves and lower the need for additional increases to health insurance premiums for 2026. Support for this was given during Board of Estimate meetings in September and October and also approved by the Employee Benefit Trust Fund Committee in September. The additional cash will allow health insurance rates for 2026 to increase by 9% instead of the needed ~21%, saving the budget approximately $570,000.

Fiscal Impact

Allows a moderate rate increase for health insurance while maintaining the needed reductions in the 2026 Operating Budget to receive the ERP payment in 2027.

Staff Recommendation

Adopt

EMPLOYEE BENEFIT TRUST FUND COMMITTEE RECOMMENDATION –
EMPLOYEE MEDICAL BENEFIT PLAN

On September 15, 2025, the Employee Benefit Trust Fund Committee (EBTFC) met to identify how to proceed with the Employee Medical Benefit Plan for the 2026 benefit year.

A motion was made, seconded, and unanimously approved (5-0) to recommend the following regarding the Employee Medical Benefit Plan for the 2026 plan year.

First, the Committee recommends maintaining the current plan design for the 2026 plan year. The Committee also recommends allocating a one-time payment of $2 million to the Employee Benefit Trust Fund to increase its reserve.

The Committee also recommends a group increase of 9% to the City's 2026 Operating Budget, rather than the 15% originally budgeted, to reflect market increases and to begin rebuilding reserves of the Fund.

Stephen Matty
Chair, Employee Benefit Trust Fund Committee

#WLJD8RUS0DI9QHv1

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1358

Agenda Date: 12/4/2025 **Version:** 1 **Status:** New Business

In Control: Finance & Personnel Committee **File Type:** Resolution

25-1358

Resolution encumbering additional funds from previous allocations for the Rose Street Streetscape & Saint James Street Reconstruction projects (contract CURB-2024-029).

RESOLUTION

WHEREAS, the City of La Crosse previously adopted the 2024-2028 Capital Budget, as part of its Capital Improvement Plan (CIP), allocating funds for projects Rose St Streetscape – Hagar St to Windsor St (#756) and Saint James Street – Copeland Ave to Caledonia St (#134); and

WHEREAS, the City of La Crosse previously awarded contract CURB-2024-029 for said projects, encumbering funds via Res. 24-0552; and

WHEREAS, additional funds are needed to complete the contract, due to additional curb & gutter, pedestrian ramp, and sidewalk work required within the corridors for ADA compliance and to better accommodate matching into existing private properties; and

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes additional funding as detailed herein.

BE IT FURTHER RESOLVED that Common Council hereby authorizes use of funds *from*:

CIP #756, Rose Street Streetscape (New Borrow)	$15,000

Adding those funds *to*:

CURB-2024-029 (same funds)	$15,000

BE IT FURTHER RESOLVED that City departments and staff are hereby authorized to effectuate and 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: 25-1358

Caption: Resolution encumbering additional funds from previous allocations for the Rose Street Streetscape & Saint James Street Reconstruction projects (contract CURB-2024-029).

Staff/Department Responsible for Legislation

Engineering & Public Works

Requestor of Legislation

Engineering

Location, if applicable

Rose Street, from Hagar Street to Windsor Street; and
Saint James Street, from Copeland Avenue to Caledonia Street

Summary/Purpose

Funds for additional work required within the projects related to street reconstruction, traffic signal replacement, and decorative streetscape lighting within the project limits.

Background

The project work includes removals and installations for roadway, curb & gutter, sidewalk, alley and driveway approaches, corner curb ramps, decorative streetscape lighting, and traffic signal replacement. Additional work was required for ADA compliance and to better match existing conditions and accommodate private properties. Most of this work was concrete flatwork, including alley and driveway approaches, corner curb ramps, and sidewalks.

Fiscal Impact

$15,000 of unused funds, within previously approved limits of the CIP budget for the project.

Staff Recommendation

Approval

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1359

Agenda Date: 12/4/2025 **Version:** 1 **Status:** New Business

In Control: Finance & Personnel Committee **File Type:** Resolution

Resolution authorizing the Mayor to file application for Transit Operations and Capital Assistance for 2026 with the Federal Transit Administration.

RESOLUTION

WHEREAS, the Secretary of Transportation is authorized to make grants for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of project costs; and

WHEREAS, it is required by U.S. Department of Transportation in accordance with the provisions of Title IV of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act of 1992, as amended, the applicant give an assurance that it will comply with Title IV of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the applicant that minority business enterprise be utilized to the fullest extent possible in connection with this project, and that definite procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts or consultant and other services.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse:

1. That Shaundel Washington - Spivey, Mayor, is authorized to execute and file an application for 2026 on behalf of the City of La Crosse, Wisconsin, with the U.S. Department of Transportation to aid in the financing of capital, operating and planning assistance projects pursuant to Section 9 of the Federal Transit Act of 1992, as amended.

2. That Shaundel Washington - Spivey, Mayor, is authorized to execute and file with such application an assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of Title IV of the Civil Rights Act of 1964.

3. That Andrea Trane, Director of Planning and Development, is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the application for the project.

4. That Shaundel Washington - Spivey, Mayor, is authorized to set forth and execute affirmative minority business policies in connection with the project's procurement needs.

5. That Shaundel Washington - Spivey, Mayor, is authorized to execute grant agreements on behalf of the City of La Crosse, Wisconsin, with the Federal Transit Administration for aid in the financing of the capital, operating and planning assistance projects.

CITY OF LA CROSSE

400 La Crosse Street
La Crosse, Wisconsin 54601
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LEGISLATION STAFF REPORT FOR COUNCIL

File ID 25-1359

Caption Resolution authorizing the Mayor to file application for Transit Operations and Capital Assistance for 2026 with the Federal Transit Administration.

Staff/Department Responsible for Legislation

Adam Lorentz

Requestor of Legislation

Adam Lorentz

Location, if applicable

Summary/Purpose

This is our annual request to apply for Federal operating and capital assistance for our transit service.

Background

Over 50% of the transit department is funded through federal and state grants. These are competitive grant programs that require certain documents in order to apply. They require authorization from the local municipalities for local match understanding as part of the application. These grants are not approved and funds are not available until mid-way through the fiscal year that they are applied for.

Fiscal Impact

If we do not receive federal or state assistance the gap of funds would have to be covered by the city or service would need to be cut.

Staff Recommendation

Approve

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1360

Agenda Date: 12/4/2025 **Version:** 1 **Status:** New Business

In Control: Finance & Personnel Committee **File Type:** Resolution

Resolution authorizing the Mayor to file for 2026 Transit Operations and Capital Assistance with the Wisconsin Department of Transportation.

RESOLUTION

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF LA CROSSE that the Mayor is authorized to execute and file an application for 2026 on behalf of the City of La Crosse with the State of Wisconsin, Department of Transportation to aid in financing of capital, operating and planning assistance projects, for the La Crosse Municipal Transit Utility.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute any contract associated with such assistance and to file all necessary documents associated therewith.

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 25-1360

Caption Resolution authorizing the Mayor to file for 2026 Transit Operations and Capital Assistance with the Wisconsin Department of Transportation.

Staff/Department Responsible for Legislation

Adam Lorentz

Requestor of Legislation

Adam Lorentz

Location, if applicable

Summary/Purpose

This is our annual request to apply for State operating and capital assistance for our transit service.

Background

Over 50% of the transit department is funded through federal and state grants. These are competitive grant programs that require certain documents in order to apply. They require authorization from the local municipalities for local match understanding as part of the application. These grants are not approved and funds are not available until mid-way through the fiscal year that they are applied for.

Fiscal Impact

If we do not receive federal or state assistance the gap of funds would have to be covered by the city or service would need to be cut.

Staff Recommendation

Approve

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1364

Agenda Date: 12/4/2025 **Version:** 1 **Status:** New Business

In Control: Finance & Personnel Committee **File Type:** Resolution

Resolution approving a Vacation Conversion Memorandum of Understanding (MOU) between the City of La Crosse and the International Association of Firefighters, Local #127.

RESOLUTION

WHEREAS the City of La Crosse (“City”) and the International Association of Firefighters (“IAFF”), Local #127 negotiated a collective bargaining agreement (“CBA”) that is effective January 1, 2025 – December 31, 2027

WHEREAS in late 2025, the IAFF notified the Fire Chief of a potential issue with how vacation was converted when employees transfer from day shift and platoon shift, and from platoon shift to day shift.

WHEREAS, the City and the IAFF met and agreed that there was an error occurring when transferring employees between schedules.

WHEREAS, the vacation schedule for day shift employees will be changed from listing vacation accrual in weeks to hours.

WHEREAS, the City and the IAFF have reached a mutually agreeable conversion factor for how vacation will be converted when employees transfer from day shift to platoon shift or from platoon shift to day shift.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of La Crosse that effective December 12, 2025, it hereby approves the conversion rate and the lookback period for payroll corrections as outlined in the attached Memorandum of Understanding.

BE IT FURTHER RESOLVED that funding shall come from the operating budget of the Fire department.

BE IT FURTHER RESOLVED that the Director of Human Resources, and Fire Chief are hereby authorized to implement this resolution.

Memorandum of Understanding #6
Vacation Conversion
Day to Shift & Shift to Day

Between the City of La Crosse ("City") and the International Association of Firefighters ("IAFF")

RE: Vacation Conversation Upon Transfer from Day to Shift OR Shift to Day

The City and the IAFF have discovered a discrepancy in the way accrued vacation time is converted when an employee transfers from day shift to platoon shift and from platoon shift to day shift.

The City and IAFF agree to use the conversation factor of 1.4 when employees are transferred from day shift to platoon shift (i.e. multiply) and platoon shift to day shift (i.e. divide) effective December 12, 2025.

Additionally, to ease in the conversion of vacation time when an employee transfers from day to shift or shift to days, the vacation schedule in the CBA will be changed from weeks to hours.

2025 – 2027 CBA Vacation Schedule for day employees:

Two (2) weeks after one (1) year of continuous service.
Three (3) weeks after three (3) years of continuous service.
Four (4) weeks after seven (7) years of continuous service.
Five (5) weeks after fourteen (14) years of continuous service.
Six (6) weeks after twenty (20) years of continuous service.
Seven (7) weeks after twenty-six (26) years of continuous service.

Amended 2025-2027 CBA Vacation Schedule for day employees:

One hundred three (103) hours after one (1) year of continuous service.
One hundred thirty-seven (137) hours after (3) years of continuous service.
Two hundred six (206) hours after seven (7) years of continuous service.
Two hundred forty (240) hours after fourteen (14) years of continuous service.
Two hundred seventy-four (274) hours after sixteen (16) years of continuous service
Three hundred nine (309) hours after twenty (20) years of continuous service.
Three hundred forty-three (343) hours after twenty-six (26) years of continuous service.

The City and the IAFF agree to a non-precedent setting lookback from January 1, 2023 – January 1, 2025 for corrections.

The conversion rate and vacation schedule identified above will automatically be added into the successor agreement in Article 15 at the next contract opener.

Rebecca A. Franzen, SHRM-CP
Director of Human Resources
Angela R. Leisso
Employee Benefits Specialist
Gwendolyn A. Benish
Human Resources Generalist
Megan Ihrke
Human Resources Generalist
Sheila K. Becker
Employee Safety & Risk Specialist
Heidi L. Stein
Wellness Coordinator
Angela M. Berget
Human Resources Assistant

Due to the timing of this MOU, the Fire Chief and Director of Human Resources agree to allow employees affected by this MOU to carry over up to two weeks (80 hours) of vacation into calendar year 2026, by prior council resolution, those hours must be used by March 31st, 2026.

_____	_____
Rebecca Franzen, SHRM-CP, CLRP	Brandon Gritt
Director of Human Resources	President, IAFF, Local #127

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 25-1364 Caption Resolution approving a Vacation Conversion Memorandum of Understanding (MOU) between the City of La Crosse and the International Association of Firefighters, Local #127.

Staff/Department Responsible for Legislation

Human Resources

Requestor of Legislation

Rebecca Franzen - Director of Human Resources
Jeffrey Schott - Fire Chief

Location, if applicable

Summary/Purpose

It was discovered that when an employee transfers from day shift to platoon shift or platoon shift to day shift, the amount of time being converted was being done incorrectly based on the intent of the CBA.

The MOU is creating a written procedure for what conversion rate will be used along with changing the vacation table in the CBA for day shift employees from being accrued in weeks to accrued in hours.

Background

The 2025 - 2027 currently does not address how the City converts vacation time when an employee goes from a day shift schedule (2080 hrs./year) to a platoon shift schedule (2912 hrs./year). This MOU create an established practice how the Human Resources department calculates vacation accrual conversion upon transferring between day shift and platoon shift.

Fiscal Impact

Staff salaries are already fully-budgeted in the 2025 operating budget - there will be no fiscal impact for active employees. Retired employees will have payouts for vacation time that was owed to them, but not paid out upon time of separation.

Staff Recommendation

Staff recommends approval of the MOU.

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1366

Agenda Date: 12/4/2025 **Version:** 1 **Status:** New Business

In Control: Finance & Personnel Committee **File Type:** Resolution

Resolution approving a Sick Leave and Personal Business Days Conversion Memorandum of Understanding (MOU) between the City of La Crosse and the International Association of Firefighters, Local #127.

RESOLUTION

WHEREAS the City of La Crosse (“City”) and the International Association of Firefighters (“IAFF”), Local #127 negotiated a collective bargaining agreement (“CBA”) that is effective January 1, 2025 – December 31, 2027

WHEREAS in late 2025, the IAFF notified the Fire Chief of a potential issue with how personal business days were converted when employees transfer from day shift and platoon shift, and from platoon shift to day shift.

WHEREAS, the City and the IAFF met and agreed that there was an error occurring when transferring employees between schedules.

WHEREAS, the City and the IAFF have reached a mutually agreeable conversion factor for how vacation will be converted when employees transfer from day shift to platoon shift or from platoon shift to day shift.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of La Crosse that effective December 12, 2025, it hereby approves the conversion rate outlined in the attached Memorandum of Understanding.

BE IT FURTHER RESOLVED that funding shall come from the operating budget of the Fire department.

BE IT FURTHER RESOLVED that the Director of Human Resources, and Fire Chief are hereby authorized to implement this resolution.

Human Resources

400 La Crosse St., La Crosse, WI 54601 ▪ Tel: (608) 789-7595 ▪ Fax: (608) 789-7598
www.cityoflacrosse.org HR@cityoflacrosse.org

Memorandum of Understanding #5
Sick & Personal Business Days Conversion
Day to Shift & Shift to Day

Between the City of La Crosse ("City") and the International Association of Firefighters ("IAFF")

RE: Personal Business Day Conversion Upon Transfer from Day to Shift OR Shift to Day

The City and IAFF have discovered a discrepancy in the way accrued personal business days are converted when an employee transfers from day shift to platoon shift and/or from platoon shift to day shift.

Additionally, it was discovered that the amount of personal business days listed was greater than what was negotiated.

In the 2025 – 2027 CBA, day shift employees may use up to five (5) days of accumulated sick leave credits in each calendar year for personal business, provided, however, that employes shall notify their supervisor at least twenty-four (24) hours prior to the time requested off."

The City and the IAFF mutually agree to update the following language in the contract from the following language to the updated language effective January 1, 2026.

2025 – 2027 CBA:
Article 10 Employee Sick Leave

> *Effective January 1, 2026, day shift employees may use up to twenty-six (26) hours of accumulated sick leave credits in each calendar year for personal business, provided, however, that employees shall notify their supervisor prior to the start of the scheduled workday.*

The City and IAFF agree to use the Conversion factor of 1.4 when employees are transferred from day shift to platoon shift (i.e. multiply) and platoon shift to day shift (i.e. divide) effective January 1, 2025. With this conversion factor, it is also agreed that the City will round to the next whole number, no decimal places will be used.

The conversion rate identified above will automatically be added into the successor agreement in Article 10 at the next contract opener.

_____
Rebecca Franzen, SHRM-CP, CLRP
Director of Human Resources

_____
Brandon Gritt
President, IAFF, Local #127

Rebecca A. Franzen, SHRM-CP Director of Human Resources
Angela R. Leisso Employee Benefits Specialist
Gwendolyn A. Benish Human Resources Generalist
Megan Ihrke Human Resources Generalist
Sheila K. Becker Employee Safety & Risk Specialist
Heidi L. Stein Wellness Coordinator
Angela M. Berget Human Resources Assistant

CITY OF LA CROSSE

400 La Crosse Street
La Crosse, Wisconsin 54601
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LEGISLATION STAFF REPORT FOR COUNCIL

File ID 25-1366 Caption Resolution approving a Sick Leave and Personal Business Days Conversion Memorandum of Understanding (MOU) between the City of La Crosse and the International Association of Firefighters, Local #127.

Staff/Department Responsible for Legislation

Human Resources

Requestor of Legislation

Rebecca Franzen - Director of Human Resources
Jeffrey Schott - Fire Chief

Location, if applicable

Summary/Purpose

It was discovered that when an employee transfers from day shift to platoon shift, or platoon shift to day shift, the amount of time being converted was being done incorrectly based on the intent of the CBA.

The MOU is creating a written procedure for what conversion rate will be used. Additionally, it was discovered that the amount of personal business days listed was greater than what was negotiated. In the 2025 – 2027 CBA, day shift employees may use up to five (5) days of accumulated sick leave credits in each calendar year for personal business, provided, however, that employes shall notify their supervisor at least twenty-four (24) hours prior to the time requested off." It should be three (3) days of accumulated sick leave credits. Due to the new conversion factor being implemented, th e new amount of time for personal business days for day shift employees will be 26 hours.

Background

The 2025 -2027 CBA does not address how the City converts vacation time when an employee goes from a day shift schedule (2080 hrs./yr.) to a platoon shift schedule (2912 hrs./yr.) This MOU creates an established practice how the Human Resources department calculates the conversion of personal business days upon transferring between shift types (i.e. day shift and platoon).

Fiscal Impact

No fiscal impact as personal business days come from sick leave time for employees. Salaries for staff are already fully budgeted for.

Staff Recommendation

Staff recommends approval of the MOU.

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1367

Agenda Date: 12/4/2025 **Version:** 1 **Status:** New Business

In Control: Finance & Personnel Committee **File Type:** Resolution

Resolution approving a collective bargaining agreement between the City of La Crosse and the Amalgamated Transit Union, Local #519.

RESOLUTION

WHEREAS the collective bargaining agreement between the City of La Crosse ("City") and the Amalgamated Transit Union ("ATU"), Local #519, expires on December 31, 2025; and

WHEREAS the parties have reached a tentative agreement on a successor agreement for calendar year 2026 through 2028 within the parameters established by the Finance & Personnel Committee; and

WHEREAS, the membership of the Amalgamated Transit Union, Local #519 has hereby approved and ratified the tentative agreement.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of La Crosse that effective that the tentative agreement between the Amalgamated Transit Union, Local #519, and the City of La Crosse is hereby approved and ratified.

BE IT FURTHER RESOLVED that the Director of Human Resources, the Director of Transit and the Director of Finance are hereby authorized to take all necessary steps to implement the collective bargaining agreement.

Agreement Between
the City of La Crosse and
Amalgamated Transit Union,
Local #519, AFL-CIO

January 1, 2026 – December 31, 2028



2

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THIS MEMORANDUM OF AGREEMENT, made and entered into by and between the City of La Crosse, hereinafter referred to as "City" and the Amalgamated Transit Union, Local #519, AFL-CIO, hereinafter referred to as the "Local".

WHEREAS, the mutual interest of the parties hereto are recognized by this agreement to provide for the operation of the Municipal Transit Utility (MTU) of the City of La Crosse under methods that will promote efficiency, cleanliness, safety, proper care of equipment, property and facilities, fair and peaceful adjustments of differences that might arise from time to time and the promulgation of rules and regulations of ethical conduct and business relations between employer and employee.

NOW, THEREFORE, the parties have reached their Agreement.

SECTION 1 - RECOGNITION

The City recognizes Local #519 of the Amalgamated Transit Union, AFL-CIO, as the sole bargaining representative for all transit department employees including part time operators, exclusive of managerial, supervisory, craft, confidential, part-time service employees and part time Bus Technician assistants.

SECTION 2 – MAINTENANCE OF MEMBERSHIP

The City agrees not to interfere directly or indirectly with the full freedom of choice on the part of the employees on the matter of union membership and agrees that it will in no manner discriminate because of membership in/or affiliation with the Union.

All employees covered by this agreement may within thirty (30) days become members of the Union. The City agrees that it will deduct membership dues from wages of each member of the Union covered by this agreement, who shall have furnished the City with a written deduction authorization in the form mutually agreed upon with the City and the Union. Revocation of the due's deduction provision shall be in writing with one copy to each, the City and the Union.

SECTION 3 – PROBATIONARY PERIOD

Each new employee shall serve a probationary period of six (6) months beginning with their date of full-time hire. Use of sick leave or personal business is not available during a new employee's initial probationary period. It is understood that probationary employees shall receive vacation, holiday pay, floating holidays (as allotted in Section 17) and bereavement leave subject to the same limitations as all regular employees.

The Local will be allowed to meet with new employees for up to thirty (30) minutes at a mutually agreeable time within the employees' first three (3) days of employment. The purpose of this meeting is to present Union information and discuss the collective bargaining agreement.

SECTION 4 – GRIEVANCE PROCEDURE

Matters involving the interpretation, application, or enforcement of this agreement shall constitute a grievance under the provisions as set forth; however, a grievance not initiated within twenty (20) calendar days from the date the employee knew or had reason to know of the cause of such grievance shall be held invalid. If a matter is not timely advanced by the Union from one step to the next, the grievance shall be considered settled as of the last completed step and shall be invalid. If a matter is not timely advanced by the City from one step to the next, the grievance shall be considered settled as of the last completed step in the interest of the Union. The parties may by written agreement extend the time limits contained in the grievance procedure for steps 2 and 3. If an employee has a grievance, he shall:

STEP 1- VERBAL

Within twenty (20) calendar days of the grievance event the employee shall discuss the grievance with his/her immediate supervisor. If no solution is reached, an employee may within ten (10) calendar days of initiating the grievance, proceed to Step 2.

STEP 2 – WRITTEN

Reduce the grievance to writing stating in detail a clear and concise statement of the grievance and indicate the issue involved, the relief sought, the date the incident or violation took place, and the specific section of the contract involved and submit it to the Director of Transit. The grievant and the Director of Transit or designee shall, within ten (10) calendar days, meet in an effort to resolve the grieved matters. If no resolution is reached the grievant may appeal to Step #3.

STEP 3 - APPEAL AND REVIEW

Within ten (10) calendar days of receipt of the appeal, a representative of the Union, the Director of Human Resources or designee, and the Director of Transit or designee, will meet to attempt a resolution of the disputed matter. The Director of Human Resources and/or the Director of Transit shall answer the grievance in writing within ten (10) calendar days of the Appeal and Review meeting.

STEP 4 - ARBITRATION

If a satisfactory solution cannot be reached, the Union may, within thirty (30) calendar days of receipt of the City's Step #3 grievance written answer, appeal to the Wisconsin Employment Relations Commission, who will appoint a neutral arbitrator.

The arbitrator shall not add to, or subtract from, the terms of this agreement.

The City and the union agree that the decision of the arbitrator shall be final and binding on both parties.

EXCLUSIVE PROCEDURE

The grievance procedure set forth herein shall be the exclusive complaint of an employee as to any matter involving the interpretation or application of this agreement.

All complaints originating in the MTU shall be handled in the manner outlined above and no deviation therefrom will be permitted. Specifically, employees are prohibited from presenting such complaints, formally or informally to officers of the City of La Crosse not included in this procedure.

SECTION 5 – TIME LIMITATIONS ON DISCIPLINARY ACTION

A. Any and all written reprimands and/or memos of reprimands for all disciplinary actions less than suspensions, shall be removed from the employee's personnel file two (2) years after the date of the reprimand.

B. Any and all other disciplinary actions shall cease to have any force and affect and shall be removed from the employee's personnel file three (3) years after the date of the disciplinary action.

C. It is the intention of the parties that any memorandum, notation or disciplinary action hereby removed from an employee's file shall not be used in any future disciplinary action.

D. Disciplinary matters involving immoral behavior and/or alcohol and drug violations are have no limitations, and shall not be removed from the employee’s personnel file.

SECTION 6 – CESSATION OF SERVICES

It is understood and agreed that the services performed by the City Transit employees included in this agreement are essential to the public safety and welfare. It is agreed that there be no interruption of the work for any cause whatsoever, nor shall there be any slow down or other interferences with the services.

SECTION 7 – MANAGEMENT RIGHTS

Except as otherwise specifically provided herein, the management of the Municipal Transit Utility and the direction of the work force including but not limited, to the right to hire, discipline or discharge for proper cause, to decide initial job qualifications, to lay off for lack of work or funds, to make reasonable rules or regulations governing conduct or safety pursuant to Section - 23 Rules and Regulations, to be able to determine the methods and processes of how the work is performed, are vested with management.

The exercise of the foregoing functions shall be limited only by the express provisions of this contract and the City has all rights which it has by law except those which were expressly bargained away in this agreement. This article shall be liberally construed.

The exercise by the employer of any of the foregoing functions shall not be reviewed by arbitration except in cases where such functions are so exercised as to violate express provisions of this contract.

SECTION 8 – LAY-OFF AND RECALL

A. The principle of bargaining unit seniority shall be taken into account on lay-off and recall.

B. In the event that lay-offs occur the following shall apply:

1. The City shall provide the employee and the Union with no less than three (3) calendar months notice in writing of the City's intention to lay off each employee.

2. The City shall pay each laid off employee lay-off pay equal to three (3) months gross pay commencing on the first day of the lay off and extending for three months thereafter (six biweekly pay periods). The gross pay shall be 40 hours per week at their regular straight hourly rates from the last day of work and continuing for six biweekly pay periods unless such employees are recalled, then payment shall cease at the time the recall begins. There shall be no overlap in pay. This lay-off pay shall be in addition to any and all rights, privileges or benefits which may be due the laid off employee by virtue of the 13C agreement (Section 33 – Federal Transit Act, Section 49 U.S.C. 5333(b)) or from any other source.

3. The City shall continue to pay its share of the monthly medical benefit plan payments for one (1) year following the last day of work of the laid off employees provided the employees pay their share of the monthly payments as required by the current labor agreement. Monthly medical benefit plan premiums are the same as are in effect for active employees as modified from time to time through collective bargaining.

C. Unless otherwise provided, laid off employees shall have recall rights for two (2) years. In the event of a lay-off, the city may lay off by classification i.e. Operator, Bus Technician, Service Worker, Clerical. Such layoffs will occur by classification seniority, and if the laid off employee is capable of performing work in another classification, he/she will have the right to bump into said position provided he/she has more bargaining unit seniority than the bumped employee. This same procedure shall be used until the employee with the lowest

bargaining unit seniority is actually laid off. Laid off employees shall be recalled to work in bargaining unit seniority order provided that they can perform the available work.

D. This section applies to all employees.

E. Employees hired after March 1, 2016

Paragraphs B and D of this Section and paragraph D of Section #34 – Part-time Employees, shall not apply to employees hired after March 1, 2016. However, any such employees that are hired after March 1, 2016 shall be provided with at least two (2) weeks notice of lay-off and shall not receive any other employment benefits from the City. The lay-off of employees hired after March 1, 2016 shall not count as a "laid off employee" for purposes of limiting the Municipal Transit Utility's use of part time employees.

It is understood that the City shall not lay-off full-time employees for the purpose of hiring additional part-time employees.

SECTION 9 - SENIORITY

A. Definition

Bus operator's seniority starts on the date of his/her full-time appointment to the bus operator classification. Service worker's seniority starts on the date of his/her full-time appointment to the service worker classification. Bus Technician's seniority starts on the date of his/her full-time appointment to the Bus Technician classification. This does not alter unit wide seniority for purposes of lay-off and recall.

Transit Service Representative's seniority starts on the date of his/her full-time appointment to the Transit Department.

B. Bus Operators – Run Selection

Bus operators may select a different run when run selection sign-ups are posted by MTU management, which shall occur when service needs change. Each run selection shall be by bus operator seniority. It is agreed that there shall be a minimum of two (2) run selection sign-ups per year, in six (6) month intervals.

C. Service Workers/Bus Technician Shift Selection

Service workers and Bus Technician may select a different shift a minimum of two (2) times per year, in six (6) month intervals, and as service needs change. Such sign-ups will be posted by MTU management. Where changes of shifts are made, shift selection shall be by seniority among qualified affected employees in the shop.

D. Advance Notice

In the event of a change in the workweek, or a change in operator's runs and/or service

worker/Bus Technician's shifts, the City shall post a new run/shift sign-up sheet five (5) days in advance of the bidding process.

SECTION 10 – JOB BID

A. For job bid purposes exclusively there shall be three (3) divisions, the Shop Division, the Operator's Division and the Clerical division. The Shop Division shall include the classifications of Bus Technician and Bus Service worker. The Operator Division shall consist of the classification of Bus Operator. The Clerical Division shall consist of the Transit Service Representative.

B. Seniority lists of employees in each division shall be posted in a conspicuous place. Any disagreement concerning an employee's seniority shall be subject to the grievance procedure.

C. All new jobs or vacancies shall be posted in the department.

D. Any new job or vacancy shall be filled in the following manner:
   1. Posted on a bulletin board for five (5) working days.

   2. The Union shall be furnished a copy of the job posting.

   3. Employees in all three (3) divisions desiring posted jobs shall sign such notice.

   4. The employee oldest in seniority within the division who meets the basic requirements of the job shall be given a trial period of up to fourteen (14) calendar days in which to qualify for the job.

   5. This fourteen (14) day trial period may be extended to a thirty (30) day trial period by agreement of the parties.

E. In the event no applicant is available or qualified within the division in which the vacancy occurred, such vacancy will be filled in the following manner:
   1. Department seniority shall prevail providing the applicant is qualified in accordance with the job description as posted with the City. The most senior candidate in the department shall be given a thirty (30) day trial period in which to qualify for the job.

   2. Successful bidding shall be defined as completing the fourteen (14) day or thirty (30) day trial period and surrendering the prior division seniority for the purposes of run selection, shift selection and/or vacation.

   3. If such vacancy cannot be filled or promotion made under the above provisions, it may be filled by hiring a qualified applicant from outside the bargaining unit.

F. Job bids that result in transfers from the Operator or Clerical Division to the Shop Division shall result in the following:
   1. Seniority in the division for purposes of shift selection and/or vacation picks shall start

on the date of the transfer.

2. The transferring employee shall be paid the rate that his/her unit wide seniority requires for the position.

3. Operator work left vacant by any job bid shall be assigned to the extra list for no more than the thirty (30) day trial period and thereafter bid.

G. Job bids that result in transfers from the Shop or Clerical Division to the Operator Division shall result in the following:
   1. Seniority in the division for purposes of run selection and/or vacation picks shall start on the date of the transfer.

H. This job bid procedure shall in no way alter seniority rights of the employees for any other purpose.

SECTION 11 – EMPLOYEE DISCIPLINE

All discipline shall be administered in accordance with the City/MTU Operating Rules promulgated pursuant to Section 23 – Rules and Regulations of this agreement.

An employee may appeal his or her discipline using the grievance procedure beginning at Step #2. Regarding the retrieval of on-board camera recordings, transit management shall document when hard drives are pulled due to complaints or reported concerns and the resolution of such. Documents shall be limited to:

- Date hard drive pulled
- General nature of complaint or reported concern
- Management staff member reviewing the hard drive
- Run and bus number
- Resolution (i.e. under review, unfounded or reviewed with employee)

Such electronic documentation shall be available for viewing within seven (7) calendar days upon transit management's receipt of the written request by the ATU Local #519 President. Viewing of the electronic documentation shall be by the ATU Local #519 President (or his/her union board member designee) and shall be conducted during off-duty time. Electronic documentation is subject to applicable State and Federal record retention laws.

SECTION 12 - UNIFORMS

A. Bus Operators

The City will pay for ninety percent (90%) of the cost of the purchase of uniform items as described below. Such payments by the City shall occur upon successful completion of the employee's initial probationary period.

All drivers shall have the option to purchase specified uniform items (shirts, polo shirts, shorts, trousers, cardigan vests and sweaters, and jackets) at the store of their choice.

The City will pay for 100% percent of the cost of the purchase of shirts, polo shirts, jackets and caps which are ordered or approved through the City (embroidered or those with patches). Employee purchases at the store of their choice will result in 90% reimbursement from the City.

B. Shop Employees

The City shall pay 100% percent of the cost for the purchase or rent of coveralls for shop employees providing such employees have the supervisor's prior approval and furnish a purchase receipt.

The employer shall pay up to $100 annually, upon presentation of a receipt of purchase, toward the purchase of work related clothing/equipment, such as safety shoes, gloves, safety eyeglasses, jacket for shop.

SECTION 13 - TRAINING

A. New Operators

Operators will be paid a work bonus of one dollar thirty cents ($1.30) per hour while training new bus operators.

Trainee operators hired from within the bargaining unit shall receive credit for time worked in the bargaining unit and placed in the appropriate pay range and seniority list in accordance with Section #9 - Seniority.

B. Scheduled Training

Employees required to attend in-service training and/or other training or meetings outside the hours of their normally scheduled shift shall be paid a minimum of two (2) hours at the appropriate rate inclusive of overtime. Assigned training time which occurs before or after a regular scheduled shift may be treated as work continuation for which the two (2) hour minimum would not apply. Training shall be posted a minimum of fourteen (14) calendar days prior to the commencement of training. The assignment of employees is the right of management.

SECTION 14 – MINIMUM PAY/DEAD TIME

A. Minimum Pay for Operators

A minimum of two hours will be paid to any operator who is called in to pull out a bus.

B. Call In Pay

A two (2) hour minimum shall also apply to all employees including shop employees who are called in to work unless such call in abuts their regularly scheduled shift, i.e. in cases when an

employee is called in to work less than two (2) hours from their shift start time, then the employee will not receive the two (2) hour minimum.

C. Dead Time

For employees in the Operating Division, a one hour minimum or the deadtime, whichever is less, will be paid when any two pieces of work with one (1) hour or less scheduled in between is booked out to the same operator. Dead time shall be included in the calculation of the two (2) hour minimum pay provisions contained herein.

SECTION 15 – GUARANTEE TIME

All employees, except new employees in training, who report for work when requested, are guaranteed a minimum wage equal to eighty (80) hours at straight time, in one (1) pay period of two (2) consecutive weeks. The term "new employees" does not include bargaining unit employees making a change in classification. Any and all hours worked in any of the weeks in the pay period in question will be used in computing the guaranteed time. If an extra board person is called upon to work and refuses to do so for any reason, except on his/her regular days off, the guaranteed time will be reduced by the number of hours the person was privileged to work and refused to do so.

New employees that complete the training program and become qualified to operate equipment and are so assigned in mid pay period are exempt from this provision until the next pay period.

SECTION 16 – OVERTIME, SHIFT DIFFERENTIAL, PREMIUMS, AND LEAD BUS TECHNICIAN ASSIGNMENT

A. Overtime

Employees shall be paid time and one half for all hours actually worked over forty (40) hours per week. Additionally, vacation days shall be considered as "hours worked". Holidays shall be considered as "hours worked" for overtime purposes when an employee works additional hours beyond their normal schedule (based on actual hours worked).
Examples:

1. Employee normal schedule is Monday through Friday, with the Holiday on Monday. Holiday is not paid as overtime, unless employee works additional hours beyond their normal schedule (based on actual hours worked).
2. Employee's normal schedule is Tuesday through Saturday, with the Holiday on Friday. Holiday is not paid as overtime, unless employee works additional hours beyond their normal schedule (based on actual hours worked).
3. Employees normal schedule is Tuesday through Saturday, with the holiday (MTU closed) on Friday. Employee works additional hours on Sunday. Employee may be eligible for time and one – half for hours worked on Sunday, plus any additional hours beyond their normal schedule (based on actual hours worked).

B. Shift Differential

A fifty cent ($0.50) per hour shift differential shall be paid to Bus Technician who work shifts other than the day shift. Day shifts for Bus Technicians are defined as any scheduled shift of work beginning after 4:59 a.m. and before 10:31 a.m.

A one dollar ($1.00) per hour shift differential shall be paid to Service Workers for hours actually worked beginning at 12:00 midnight.

It is agreed by the parties that a shift differential is not available for Bus Operators currently, nor in the future.

C. Safe Ride Premium

A one dollar ($1.00) safe ride premium shall be paid to operators for actual hours worked while operating a bus on a SAFE RIDE route.

D. ASE Certification Premium

Bus Technicians have the option to obtain ASE certifications for Bus Technicians. The City would pay for the initial registration fee, up to two registrations per year per employee. Successive attempts to pass an ASE certification will be at the employee's cost for registration.

Upon successful receipt of an ASE certification the Bus Technician is to provide proof to management, at which time the employee will receive a ten cent ($.10) per hour premium effective the next scheduled work day. Premiums are limited to a maximum of eight (8) certifications. As agreed by the union, all other provisions would be the responsibility of the employee (time off, travel, exam fee, etc.). Recertification fee would be paid by the City.

E. Lead Bus Technician: An employee "assigned" to the position of Lead Bus Technician shall receive a premium pay of $1.50 per hour for all hours worked. Assignment and removal to the "assignment" of Lead Bus Technician remains the sole discretion of management. This includes the selection of the lead Bus Technician, effective date of assignment, and determination as to whether an assignment is necessary or desired. The provision of assignment to Lead Bus Technician cannot be grieved. Lead Bus Technician, if so assigned by management, may only be designated to one employee at any one time.

F. Bus Technician premium pay effective January 9, 2017: Bus Technician shall receive a premium pay onto their base pay of $1.00 per hour after one year of continuous service as Bus Technician, $2.00 per hour after two (2) years of continuous service as Bus Technician, and $3.00 per hour after three years of continuous service as Bus Technician. Premium is not subject to any negotiated across the board increases.

G. Lead Service Worker premium pay effective January 1, 2023: An employee "assigned" to the position of Lead Service Worker shall receive a premium pay of $1.50 per hour for all hours worked. Assignment and removal to the "assignment" of Lead Service Worker remains the sole discretion of management. This includes the selection of the Lead Service Worker, effective date of assignment, and determination as to whether an assignment is necessary or

desired. The provision of assignment to Lead Service Worker cannot be grieved. Lead Service Worker, if so assigned, by management, may only be designated to one employee at any one time.

SECTION 17 – PAID HOLIDAYS

1. Operators, Shop and Clerical Division

   Employees shall receive pay for the following designated holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and two (2) floating holidays for which one is in lieu of the day after Thanksgiving. Employees who do not work on a holiday shall receive holiday pay only. Employees who work on a holiday shall receive holiday pay in addition to pay for all regular hours worked. On Martin Luther King Day employees will have the choice of receiving holiday pay, or eight (8) hours of compensatory time, at straight time, to be used by December 31st of the year it was received.

   Floating holidays may be used anytime during the calendar year with prior approval from management. Such floating holidays must be used prior to December 31st of each year. If unused, they will be lost; no carryover or payout is allowed.

   Proration of Floating Holidays For New Employees

   - New employees hired between January 1 and June 30 will receive two (2) floating holidays to use for the calendar year.
   - New employees hired between July 1 and November 30 will receive one (1) floating holiday to use for the calendar year.

   If the employee terminates employment through retirement or any other reason, the floating holiday will be treated as follows:

   - The floating holiday in lieu of the day after Thanksgiving will get paid out on the employee's last check only if the employee leaves employment after the day after Thanksgiving occurs. If an employee leaves employment prior to the day after Thanksgiving and they have used that floating holiday, the overpayment will be deducted from their last paycheck.

2. An employee must physically work all of their last scheduled day prior to the holiday and all of their first scheduled work day following the holiday in order to receive holiday pay as outlined in this section. An extra board operator who is available but not provided work the day before or the day after the holiday shall receive holiday pay as outlined in this section. Personal business days, vacations, and paid sick leave with an acceptable medical substantiation are considered time worked for purposes of this section.

3. Holiday Pay shall be calculated as follows: All employees shall receive eight (8) hours pay at the regular straight time hourly rate.

SECTION 18 – TOOL ALLOWANCE

Employees in the Bus Technician's classification shall be eligible for seven hundred dollars ($700.00) per year, for pre-approved tool purchase or replacement. Such payment shall be made upon presentation of a paid invoice for such purchase. Employee must be an active employee to receive reimbursement.

The City shall provide all tools to bus service workers for minor repairs such as changing headlights, tightening mirrors and/or tightening railings on the inside of buses.

SECTION 19 – WORKWEEK/PAY DAYS

A workweek for purposes of this provision, shall begin on 12:01 a.m. Mondays and end on 12:00 midnight the Sunday following.

Pay days for all hourly paid employees shall be every other Thursday and shall be paid for periods ending the Sunday midnight of the previous calendar week. Example: On the February 2, 2017 paycheck, the employee will be paid for all hours worked through January 22, 2017.

SECTION 20 – MEDICAL/DENTAL BENEFIT PLAN

Full-time bargaining unit employees are eligible to participate in the City's Medical Benefit Plan.

A. Employee's Medical Benefit Plan Payments

Active employee's monthly contributions shall be through payroll deductions. Employee contributions will be deducted from the first two paychecks of the month for the current month's coverage. An option to pay with pre-tax dollars will be provided under the City's IRS Section #125 Plan.

Effective January 1, 2019, the employee's contribution, if fully participating in the Health Risk Assessment as described below, shall be 12.6% of the total monthly premium equivalent rate for the coverage selected by ATU. Effective January 1, 2019, the employee's contribution, if not participating in the Health Risk Assessment, shall be 16% of the total monthly premium equivalent rate for the coverage selected by ATU. Monthly premium equivalent rates are established for 2019 and subsequent years based on the expected costs (factoring in claims, administrative costs, and medical trends) of the all City plan design utilizing the period from July 1 through June 30 prior to the effective date, plus an actuarial value reflecting, if any, the product differential between the all City plan design and the ATU plan design.

B. **Health Risk Assessment**

The City shall offer an annual health risk appraisal on a voluntary basis for active and retired employees and spouses enrolled in the City Medical Benefit Plan. Such program shall be conducted by a third-party vendor who agrees to comply with applicable privacy laws to maintain the confidentiality of information collected and not release personalized findings, other than the names of participants, to the City.

Active and retired employees may participate (by completing a short questionnaire, biometric testing with fasting, and a personal counseling session with personalized report of findings) in a secured environment (behind closed doors) on City premises at various times intended to maximize participation, on duty time as possible without adverse impact on City operations, and any duty conflict shall be rescheduled for such employees on duty. A participation incentive for active and retired employees shall be a lowered monthly contribution amount (per Section 20 – Medical Benefit Plan, Paragraph A above) while remaining covered under the City Medical Benefit Plan. Premiums shall be determined by participation in the previous calendar year. Employees who become covered under the City Medical Benefit Plan after the regular program testing start time shall be granted the related participation incentive prospectively until a subsequent testing is offered by the City provided that such covered employees then complete the participation requirements above.

Identification of participants on such questionnaires shall be a number other than the participant's full social security number.

It is further agreed that biometric testing for men over age 50 shall include PSA testing. Men age 40 to age 50 with a family history of prostate disease may also be tested. Retirees with permanent residences out of the network service area shall be provided access to a site for biometric testing in their local area. If the City changes vendors in the future and such local access is not available, such retires shall be considered as a participant in the program.

Additional details or changes shall be decided by the joint labor management-union healthcare cost containment committee.

C. Networks With 100% Coverage

The City shall offer City employee's a choice of no less than two medical Networks serving the local labor market to provide covered medical services for eligible City employees. The City retains the right to select the Networks.

Employees may select a Network for themselves, spouse and covered dependents during open enrollment which occurs each November with an effective date of change to be the following January 1st. All employees will be required to remain in their selected Network through December 31st of each calendar year.

D. Monthly Rate Payments for Retirees or Surviving Spouse & Dependents

Monthly contributions are required to be received by the City in advance of coverage becoming and/or remaining in effect. Such contributions are due by the tenth (10^{th}) of the preceding month for the next month's coverage.

E. **Medicare Carve-Out –For Disability**

1. Effective January 1, 2008: Any employee that retires in the future due to disability and meets the eligibility requirements to maintain City medical benefit plan coverage and who is eligible for Medicare due to their disability is required to apply for Parts A (Hospital) and B (Medical) of Medicare coverage. If the employee/retiree fails to apply for such coverage within 31 days of meeting the Federal eligibility requirements, then benefits under the City plan will be offset for any benefits which would have been payable under Medicare Parts A and B had such person made a timely enrollment for Medicare.

2. All Retirees and Spouses: Any retiree, spouse of a retiree or surviving spouse (as of 1/1/08) that meet the eligibility requirements to maintain City medical benefit plan coverage and who are eligible for Medicare Parts A and B due to a disability are required to apply for Parts A and B of Medicare Coverage at their first enrollment opportunity following notice of such from the City. If the retiree, younger spouse of a retiree or surviving spouse fail to apply for Medicare Parts A and B at their first enrollment opportunity following notice of this requirement from the City, the benefits under the City plan will be offset for any benefits which would have been payable under Medicare Parts A and B had such person made a timely enrollment for Medicare as described in this paragraph. (Note that this provision does not apply to younger spouses that elect continued coverage following the retired person's age off the City plan).

3. Make Whole: It is understood that the City shall make whole any retiree, spouse of current retiree, or surviving spouse for his/her Medicare Part B premium payments. Under paragraphs 1 and 2 above until their City medical benefit plan terminates. Retirees, spouses of current retirees, or surviving spouses that were under the Medicare Carve-Out provision as of 12/31/14 and who were having their monthly medical benefit plan contributions waived will be grandfathered, i.e. their monthly contributions will continue to be waived until their City medical plan terminates.

F. Retiree Medical Benefit Plan Coverage - Normal Service (For Full Time Employee's hired prior to January 1, 2014)

1. For Incumbents Employed as of June 30, 2004:

Employees employed as of June 30, 2004, who are participating in the City's medical benefit plan and retire at any time after age fifty-five (55) or take an early retirement in conjunction with a special early retirement program, may continue their family, limited family, or single medical benefit plan coverage until they

become eligible for Medicare.

Covered retirees shall pay the same monthly rate payments as are in effect for active employees as modified from time to time through collective bargaining. The term "retirement" shall mean that the employee is eligible for and is actually receiving a service retirement annuity. Additionally, the employee must have **ten (10) years of continuous employment with the City** to be eligible for this benefit. Employment for purposes of this paragraph shall include approved leaves of absences and lay-offs if recalled within thirty-six (36) months.

Same Plan - Same Benefits
It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees. Such coverage is to be the same as is applicable to active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

2. <u>For Employees hired between July 1, 2004 through December 31, 2006</u>

Employees employed between July 1, 2004 through December 31, 2006, who are participating in the City's medical benefit plan and retire at any time after age fifty-five (55) or take an early retirement in conjunction with a special early retirement program, may continue their family, limited family, or single medical benefit plan coverage until they become eligible for Medicare.

Covered retirees shall pay the same monthly rate contributions as are in effect for active employees as modified from time to time through collective bargaining. The term "retirement" shall mean that the employee is eligible for and is actually receiving a service retirement annuity. Additionally, the employee must have **fifteen (15) years of full time continuous service** with the City to be eligible for this benefit. Employment for purposes of this paragraph shall include approved leaves of absences and lay-offs if recalled within twenty-four (24) months.

Same Plan - Same Benefits
It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

3. For Employees hired on January 1, 2007 through December 31, 2013

Employees employed as of January 1, 2007 through December 31, 2013, who are participating in the City's medical benefit plan and retire at any time after age fifty-five (55) or take an early retirement in conjunction with a special early retirement program, may continue their family, limited family, or single medical benefit plan coverage until they become eligible for Medicare.

Covered retirees shall pay the same monthly rate contributions as are in effect for active employees as modified from time to time through collective bargaining. The term "retirement" shall mean that the employee is eligible for and is actually receiving a service retirement annuity. Additionally, the employee must have **twenty (20) years of full time continuous service with the City** to be eligible for this benefit. Employment for purposes of this paragraph shall include approved leaves of absences and lay-offs if recalled within twenty-four (24) months.

Same Plan - Same Benefits
It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants. Retirees, surviving spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

4. Employees Hired After January 1, 2014: COBRA provisions apply.

G. Retiree Medical Benefit Plan - Duty Disability Pension (For full time employees hired prior to January 1, 2014)

Without regard to paragraph L below, full-time employees who receive a duty disability pension shall receive the same benefits including contributions on the same basis as in effect for active employees as described in paragraph F above. This benefit ends when the retiree becomes eligible for Medicare.

Covered retirees shall pay the same monthly rate contributions as is in effect for active employees as modified from time to time through collective bargaining.

Same Plan - Same Benefits
It is understood by the parties that retirees shall remain under the City's medical benefit

plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

H. <u>Retiree Medical Benefit Plan - Non Duty Disability Pension (For full time employees hired prior to January 1, 2014)</u>

Full time eligible employees who are participants in the City's Medical Benefit Plan who retire and receive a non-duty disability pension shall receive the same benefits including contributions on the same basis as in effect for active employees as described in paragraph F above provided that they have a minimum of ten (10) years of continuous service as a full-time employee of the City of La Crosse. This benefit ends when the retiree becomes eligible for Medicare.

Same Plan - Same Benefits
It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

I. <u>Retiree Medical Benefit Plan - Long Term Disability Insurance (LTDI) (For full time employees hired prior to January 1, 2014)</u>

This paragraph only applies to employees who began WRS covered employment after October 16, 1992. Effective January 1, 2005, full time eligible employees who are participants in the City's medical benefit plan and who qualify and receive Wisconsin Retirement System (WRS) Long Term Disability Insurance shall receive the same benefits including contribution rates on the same basis as is in effect for active employees as described in paragraph E above provided they have a minimum of ten (10) years of service as a full-time employee for the City of La Crosse. This benefit ends when the WRS terminates the employees LTDI benefit.

Same Plan - Same Benefits
It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

J. Medicare Health Maintenance Organization and/or Supplemental Insurance

All active employees and those retirees that retired after January 1, 1984 that remained in the City's medical benefit plan are eligible to continue coverage by the carrier that the City has selected for a Medicare health maintenance organization and/or supplemental insurance plan. If the eligible employee has had continuous participation in the City's medical benefit plan from retirement to age 65 or Medicare eligibility age, he/she shall be allowed into the Medicare health maintenance organization and/or supplemental plan without waiting periods or limitations because of pre-existing conditions. These Medicare supplement plans shall be available to spouses of retirees under the same rules as above. Retirees and spouses are responsible for payment of the monthly rates.

K. City's Right to Select Vendors/Self Insure

The City shall have the right to select the plan vendors and/or to self insure the plan.

L. Coverage for New Employees

Newly hired full time employees shall be eligible to participate in the City's medical benefit plan referred to herein after two (2) full months following the month in which they begin employment. New employees will have the opportunity to select a Network for themselves and their covered dependents up to 31 days following their first date of employment.

M. Retiree Medical Benefit Plan - Younger Spouse (For full time employees hired prior to January 1, 2014)

When a retiree reaches Medicare age and his/her spouse is younger, the spouse may continue his/her coverage in the City's medical benefit plan until the spouse reaches Medicare age, provided that the spouse pays the total monthly pseudo premium rate.

Same Plan - Same Benefits
It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

N. **Coverage for Spouse & Dependents of Eligible Employees/Retirees (for full time employees hired prior to January 1, 2014) that Die**

The spouse or eligible dependents of an insured employee or retiree (hired prior to January 1, 2014) who dies before the employee/retiree becomes eligible for Medicare, shall be eligible to continue to participate in the City's medical benefit plan. Such coverage is to be the same as applicable to active employees as modified from time to time through collective bargaining. The spouse or eligible dependents of such employee/retiree shall pay the same monthly contributions as are in effect for active employees as modified from time to time through collective bargaining until the spouse becomes eligible for Medicare or remarries.

Same Plan – Same Benefits
It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants. Retirees, surviving spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must use in-network services to be considered in-network participants.

The spouse or eligible dependents of an *active*, eligible employee (8 years of full time, consecutive service with the City) who die due to causes other than work related injury or in line of duty, shall be eligible to continue to participate in the City's medical benefit plan. Such coverage is to be the same as applicable to active employees as modified from time to time through collective bargaining. The spouse or eligible dependents of such employee shall pay the same monthly contributions as are in effect for active employees as modified from time to time through collective bargaining until the spouse becomes eligible for Medicare, or remarries, whichever occurs first.

O. Internal Revenue Service Section #125 Plan

Employees may participate in an Internal Revenue Service Section #125 salary reduction reimbursement plan in order to pay for medical deductibles, medical co-pays, co-insurance and prescription drug co-pays with pre tax dollars. In addition to medical expenses, the plan may be used for vision, dental, and child care expenses. The City agrees to credit and pay for the pension costs on the salary which is put into the Section #125 Plan. This payment does not include any F.I.C.A. payments to Social Security. All employee medical benefit plan payments due the plan may be taken as a pre-tax deduction from employee's paychecks when participating in the IRS Section #125 Plan.

P. One Plan for Married Employees

Married employees that both work for the City shall be limited to one medical benefit plan. Married employees that both work for the City would be allowed to switch "subscribers" on

an annual basis if allowed to do so by State and Federal law. In the event that the subscriber's health insurance is terminated, the remaining employee shall become the subscriber and the former subscriber shall become the dependent without any waiting periods or limitations for pre-existing conditions. (The purpose of this clause is merely to avoid the duplication of administrative and stop loss insurance premium charges. It is not intended to reduce any employee's eligibility or benefits.) This is not intended to enhance the level of benefits or expand the network selection procedures as provided in paragraph C above.

Q. Medical Benefit Plan Coverage While on Income Continuation Insurance

Full time employees who are participants in the City's medical benefit plan and are receiving the Income Continuation Insurance (ICI) benefit shall receive the same medical benefit plan benefits including contribution rates on the same basis as in effect for active employees as described in paragraph E above provided that they have a minimum of ten (10) years of continuous service as a full-time employee for the City of La Crosse. This benefit ends when the employee becomes eligible for a Wisconsin Retirement System benefit of any kind (i.e. Normal Retirement pension, Duty Disability Retirement, Disability Retirement, or Long Term Disability Insurance) or Medicare or Medicaid or for a period of one (1) year while on ICI whichever occurs first.

Covered employees shall pay the same monthly contribution rates as are in effect for active employees as modified from time to time through collective bargaining

Same Plan - Same Benefits
It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in the State of Wisconsin must see in-network providers to be considered in-network participants.

R. Dependent Coverage

Eligible dependents shall be covered subject to eligibility and enrollment timeframes as defined by the Master Plan Document. Dependent eligibility shall be consistent with applicable state or federal law.

S. Health Care Cost Containment Committee

The parties agree to establish a joint labor/management committee on health care cost containment during the term of the 2017-2018 agreement. The committee will be made up of two members from the bargaining unit and two members from the City. The committee shall meet no less than two (2) times, or as needed, during the term of the 2017-2018 agreement to study and explore methods to make recommendations for health

care cost containment. The committee's recommendations will be provided to each representative's side no later than August of each year. Committee expenses up to $1,000 per year may be authorized by the Director of Human Resources. The City agrees to provide an additional sum of money for health care cost containment initiatives for bargaining unit members during the term of this agreement. The sum of money provided for these initiatives shall be based upon the number of full time bargaining unit members employed as of January 1 of each respective year, at a rate of $50 per bargaining unit member. Such funds are to be allocated as determined by the Health Care Cost Containment Committee.

Paid time will be provided to the Union President and one (1) designated Union Board Member to attend Health Care Cost Containment Committee meetings (if scheduled during their normal workday). The Union President may designate two (2) Union Board Members if the President wishes not to be a member of the Committee.

T. **Dental Insurance**

The City agrees to provide administrative services only for a Union sponsored voluntary dental plan made available to full-time bargaining union members.

SECTION 21 – LIFE INSURANCE

A. Benefits

The level of benefits in effect as of January 1, 1992 shall be maintained.

B. Eligibility

Employees become eligible for life insurance on the first day of the month following six (6) complete calendar months of employment. Employees with prior Wisconsin Retirement System (WRS) service may qualify for coverage sooner as dictated by Wisconsin Retirement System.

C. Coverage Available

Employees may select insurance for themselves and their spouse and dependents as follows:

1. Basic

This plan provides term insurance to each eligible Wisconsin Retirement System participant. The amount of insurance in force for the employee is equal to the amount of earnings reported to the WRS in the previous calendar year rounded up to the next higher thousand.

2. Additional - Units I, II & III

This plan is available to individuals covered by the Basic Plan. The amount of each Unit of Additional Life Insurance is only available at one hundred percent (100%) of the employee's previous calendar year earnings reported to the WRS, rounded to

the next higher thousand. Additional coverage for retired employees ceases at age 65.

For working employees, Additional Plan coverage continues past age 65, until retirement or age 70, whichever comes first.

3. Spouse and Dependent

This plan, available to individuals covered by the Basic Plan, provides term insurance for an employee's lawful spouse and/or dependents.

a. Schedule I

The spouse is insured for $10,000; dependents are insured for $5,000 each.

b. Schedule II

This allows the employee to increase coverage for his/her spouse to $20,000 and $10,000 for each dependent. In the event of the spouse's/dependent's

death, the employee is the beneficiary. Where both parents have coverage on a dependent, a death benefit will be paid for each coverage.

4. Supplemental

Supplemental life insurance is available to individuals covered by the Basic Plan. The amount of supplemental insurance is only available at one hundred percent (100%) of the employee's previous calendar year earnings reported to the WRS, rounded to the next higher thousand. Supplemental coverage for retired employees ceases at age 65. For working employees, Supplemental coverage continues past 65, until retirement or age 70, whichever comes first.

D. Cost of Insurance

All employees who are eligible and elect to participate in the basic group life insurance program shall pay one (1) cent per thousand per month for each thousand dollars worth of coverage for which they are eligible by reason of eligible earnings. The City will contribute the balance. Employees who elect Additional, Spouse and Dependent and/or Supplemental coverage shall pay the complete premium for such insurance. Premium rates are adjusted July 1st of each year.

E. Coverage for Eligible Retirees At Age 66

Basic life insurance coverage for eligible employees who retire after the effective date (established in accordance with State Statute #40.03(6)(b) and applicable State of Wisconsin Employee Trust Fund rules and regulations) shall remain at fifty percent (50%) at age 66.

F. Administration

The life insurance benefits described above shall be administered in accordance with State Statute 40.70 and applicable State of Wisconsin, Employee Trust Fund rules and regulations.

G. Change of Carrier

The City may select the carrier for the life insurance program and change carriers from time to time provided that the level of benefits are equal to or greater than the level of benefits in effect on January 1, 1992.

SECTION 22 – INCOME CONTINUATION INSURANCE

The Union agrees that the City has the right to discontinue the Income Continuation Insurance Coverage that it is presently providing. The discontinuation is not subject to any collective bargaining.

SECTION 23 – RULES AND REGULATIONS

All employees shall serve under the present rules and regulations of the City and/or the Municipal Transit Utility and such reasonable rules and regulations as it may hereinafter adopt. No rule or regulations may be adopted or enforced which is inconsistent with the terms of this agreement.

All new employees shall be furnished a copy of the present rules and regulations upon employment.

Any proposed change in the rules and regulations shall be posted on the bulletin board of the City in the Municipal Service Building one (1) calendar week before the effective date of the rule.

The reasonableness of any rule or regulation shall not be challenged unless a conference is requested within one (1) calendar week of the time it is posted on the bulletin board of the City in the Municipal Service Building.

Beginning January 1, 2023, management and a labor committee must meet every twenty-four (24) months to review and submit changes to the employee handbook.
The City agrees that all work rules shall be applied equally.

SECTION 24 – LEAVE OF ABSENCE

The Director of Transit may, with the approval of the Director of Human Resources grant an employee a leave of absence without pay for good reason when the employee's services can be spared without detriment to the interest of the City. It is understood that leaves of unpaid absences under this clause will not be granted where employees have existing appropriate leave balances. Such leave shall not exceed thirty (30) days unless unusual circumstances are evident. The use of applicable paid leave in conjunction with leaves of absence for family and medical reasons will be administered in accordance with applicable State and Federal Laws.

Leave taken without pay, may result in a pro-rated vacation accrual for the following year. It is

understood that pro-ration shall take into consideration "total hours" paid in the previous calendar year, i.e. 2080 hours equals one (1) full year. Approval of unpaid leave for union business shall be considered hours paid for the purposes of computing vacation and sick leave accruals.

SECTION 25 - VACATIONS

Initial calendar year of regular full time employment: An employee will be credited with vacation on the first full pay period following their date of hire. The vacation is pro-rated by the number of remaining full pay periods in the initial calendar year (from first full pay period through the last full pay period). The crediting of vacation is determinant upon the employee being employed through December 31 of their initial calendar year. Should an employee leave employment or change status wherein they are no longer a regular prior to December 31, all credited vacation taken will be deducted from their last paycheck as it had not yet been earned.

FT Employee (1.0 FTE)
40 hours/week employee — Earns 1.538 hours per pay period

Pay periods	Vacation Credited • Rounded to the tenth • Must be employed through December 31
26 full pay periods	40 hours
25 full pay periods	38.5 hours
24 full pay periods	36.9 hours
23 full pay periods	35.4 hours
22 full pay periods	33.8 hours
21 full pay periods	32.3 hours
20 full pay periods	30.8 hours
19 full pay periods	29.2 hours
18 full pay periods	27.7 hours
17 full pay periods	26.1 hours
16 full pay periods	24.6 hours
15 full pay periods	23.1 hours
14 full pay periods	21.5 hours
13 full pay periods	20 hours
12 full pay periods	18.5 hours
11 full pay periods	16.9 hours
10 full pay periods	15.4 hours
9 full pay periods	13.8 hours
8 full pay periods	12.30 hours
7 full pay periods	10.8 hours
6 full pay periods	9.2 hours
5 full pay periods	7.7 hours
4 full pay periods	6.2 hours
3 full pay periods	4.6 hours
2 full pay periods	3.1 hours
1 full pay period	1.5 hours

Employees shall accumulate vacation on the basis of full months of continuous service. When an employee qualifies for an additional vacation period within the calendar year, the vacation may be taken within the calendar year.

Continuous Service	**Vacation Benefit**
After one (1) year of continuous service	40 hours
After two (2) years of continuous service	80 hours
After six (6) years of continuous service	120 hours
After ten (10) years of continuous service	144 hours
After thirteen (13) years of continuous service	160 hours
After sixteen (16) years of continuous service	176 hours
After twenty (20) years of continuous service	200 hours
After twenty-six (26) years of continuous service	208 hours
After twenty-seven (27) years of continuous service	216 hours
After twenty-eight (28) years of continuous service	224 hours
After twenty-nine (29) years of continuous service	232 hours
After thirty (30) years of continuous service	240 hours

In conjunction with the January run sign-up or as soon as practical thereafter, of each calendar year, the Municipal Transit Utility Manager will consult with all regular employees entitled to vacations and from such consultations the Municipal Transit Utility shall establish a working schedule for vacation periods. The Municipal Transit Utility, in determining the vacation schedules, will respect the wishes of the employees as to the time of taking vacations insofar as the needs of the service will permit. However, the Municipal Transit Utility shall allow no less than three (3) operators to be on partial week/day vacations during the months of September through May. No less than four (4) operators will be allowed to be on partial week/day vacations during the summer sign-up.

Employees may split all vacation time with the approval of management. Employees may split up to forty (40) hours a year into blocks of at least two (2) hours.

Time for taking vacations shall be chosen by the employees on a Division seniority basis.

When an employee leaves employment with the City of La Crosse, such employee shall receive pay for unused earned vacation and pro-rated vacation calculated from employment anniversary date to termination date. In order to earn all vacation for the year an employee must work past his/her anniversary date.

An employee may carry over accrued, unused vacation, not to exceed two (2) weeks into the subsequent calendar year. The carryover will occur automatically after the last pay period of the year. Any vacation carried over into the subsequent year **must** be used by the last full pay period of that year, or it shall be forfeited.

In addition, any vacation remaining at year end which exceeds two (2) weeks (or as defined above) shall result in vacation forfeiture.

Upon Retirement: Any payout of accrued, unused vacation shall be made to the employee's Retirement Health Savings Plan.

SECTION 26 – EMPLOYEE SICK LEAVE

All employees shall accumulate eight (8) hours of paid sick leave which shall be credited to them for each month of employment. A month of employment for accrual shall mean a month in which the employee actually works or receives pay from the City for at least twenty (20) calendar days. The sick leave credits shall be cumulative to a maximum of one hundred and twenty (120) days.

For New Hires: Newly hired employees must have worked prior to the 15th of their first month of hire to accrue the initial day of sick leave.

At retirement or termination the employee will accrue a day of sick leave for their last month only if the last day worked is the 20th of the month or later.

Sick leave may be used for any bonafide illness, injury, or medical/dental appointments of the employee excepting those compensated for under the Wisconsin Worker's Compensation Act, and except as to injuries or illnesses incurred by employees engaged in any outside employment or business while so engaged in any outside employment or business.

All sicknesses or injuries of more than three (3) days duration must be verified with acceptable medical substantiation by a physician. The medical substantiation must state the kind or nature of the illness or injury and that the employee has been incapacitated for work for said period of absence. Where sick leave abuse is suspected the City reserves the right to require acceptable medical substantiation, including a general diagnosis, for any and all absences including those of three (3) or less workdays. The City reserves the right to require such independent medical examination.

Any and all medical substantiation, including physician certificate, required under this Article may bypass the employee's immediate supervisor and be directed to the City's Human Resources Department, if the employee so desires. Sick leave may be used on the first day of absence due to the employee's sickness or non-occupational accident.

Family Care Days: Employees eligible for sick leave may use up to three (3) days of accumulated sick leave credits to care for their priority family members (identified in Section 28) due to minor illness, injury, or medical/dental appointments or in the event of an unexpected closure of school for minor dependents (i.e. snow day, etc.) or daycare facility.

Use of sick leave for family care days shall be deducted from sick leave accumulation. Employees who have not accumulated sick leave will not be entitled to such time off.

Upon the employee's death the City will make a lump sum payment to his/her spouse/dependent/or estate equal to forty-five percent (45%) of the amount accrued, but unused sick leave earned at the time of death. Such payment shall be according to Wisconsin Statutes section 40.02 (22) (b) (6) concerning single cash sum payments

Retirement payout:
For this Section only, "retirement" shall mean that either 1) the employee applies for an immediate Wisconsin Retirement System (WRS) benefit at any time after age fifty-five (55) or takes an early

WRS retirement in conjunction with a special early retirement program; or 2) the employee is at least the minimum age for which he/she would be eligible for Social Security (non-disability) benefits, however, the employee would not be required to apply for such benefits. .

A. Employees hired prior to January 1, 2014: The City will make a lump sum payment to the retiring employee's Retirement Health Saving Account equal to fifty-five percent (55%) of the amount of accrued, but unused sick leave earned at the time of retirement.

B. Employees hired after January 1, 2014:
The City will make a lump sum payment to the retiring employee's Retirement Health Savings Account equal to one hundred percent (100%) of the amount of accrued, but unused sick leave earned at the time of retirement. Eligibility for sick leave payout requires 20 years of full time continuous service with the City **and** meets the definition of retirement as defined above.

An employee who retires prior to meeting the 20 years of full time continuous service with the City would receive a lump sum payment to retiring employee's Retirement Health Savings Account equal to fifty-five percent (55%) of the amount of accrued, but unused sick leave earned at the time of retirement.

Personal Business: Employees may use three (3) days of accumulated sick leave credit for personal business each calendar year, provided, however, that the employee shall notify his supervisor at least twenty-four (24) hours prior to the time off requested. Requests for personal business are subject to management approval, based on needs of the department. Such credit shall be deducted in a like amount from sick leave accumulation. Employees who have not accumulated sick leave shall not be permitted such time off.

SECTION 27 – FAMILY AND MEDICAL LEAVE

City of La Crosse has established a Family and Medical Leave Act policy pursuant to the Federal and Wisconsin Family and Medical Leave Act.

SECTION 28 – BEREAVEMENT LEAVE

In the event of a death in the employee's "priority family", "immediate family" or "other relations", the employee will be allowed time off without loss of pay or sick leave credits. No funeral leave will be allowed if the employee is on vacation, sick leave for illness or injury, lay-off, or any other paid or unpaid leave of absence.

Priority Family

Priority family shall be defined as the employee's parent, legal spouse, or child (biological, adopted, foster or stepchild). Parents in the preceding sentence shall be interpreted as parents/stepparents of the employee and/or their legal spouse. Bereavement leave for Priority Family shall be allowed up to six (6) shift days off and shall be used from the date of death through two (2) weeks from the date of death.

Immediate Family

Immediate family shall be defined as the employee's, or the employee's legal spouse's

grandparent, grandchild, brother, stepbrother, sister, stepsister, son-in-law, or daughter-in-law. Bereavement leave for immediate family shall be used from the day of death up to and including the day after the funeral. Bereavement leave for Immediate Family shall be allowed up to three (3) shift days off.

Other Relations

Other relations shall be defined as the employee's niece, nephew, brother-in-law, or sister-in-law, and aunt or uncle of the employee. Bereavement leave for Other Relations shall be allowed one (1) shift day off.

SECTION 29 – PENSION PLAN

All full time employees will be covered by the Wisconsin Retirement System (WRS).

Effective January 1, 2012 employees are required to pay fifty percent (50%) of the total Wisconsin Retirement System contribution rate.

SECTION 30 – CLASSIFICIATION AND WAGE SCHEDULES

The salaries of full time employees shall be set out on exhibit "A","B", "C", "D", "E" and "F" attached hereto and made a part of this agreement.

Schedule "A" reflects a wage adjustment of four percent (4%) effective January 12, 2026.
Schedule "B" reflects a wage adjustment of four percent (4%) wage adjustment effective January 11, 2027.
Schedule "C" reflects a wage adjustment of three percent (3%) effective January 10, 2028.

Employees shall progress to the next applicable pay step on the employee's anniversary date.

Direct deposit of paychecks shall be a mandatory condition of employment.

Any Transit Service Representative hired after January 1, 2015 could be placed anywhere on the wage grid; said placement shall not be subject to the grievance procedure.

SECTION 31 – LONGEVITY

Longevity pay is intended to recognize long and faithful service, particularly where the opportunity for advancement is limited.

Full-time employees shall receive longevity pay as follows:

After eight (8) years of continuous service 40 cents per hour shall be added to the employee's pay.

After twelve (12) years of continuous service 60 cents per hour shall be added to the employee's pay.

After sixteen (16) years of continuous service 80 cents per hour shall be added to the employee's pay. After twenty (20) years of continuous service $1.00 per hour shall be added to the employee's pay.

After twenty-four (24) years of continuous service $1.20 per hour shall be added to the employee's pay.

Employees qualifying for additional pay because of length of service shall receive the additional pay effective on the anniversary of their date of hire.

Transit Service Representatives shall earn longevity per the collective bargaining agreement.

SECTION 32 – FEDERAL TRANSIT ACT, SECTION 49 U.S.C. 5333(b)

The Union and the City agree that the provision of the Federal Transit Act, Section 49 U.S.C. 5333 (b) historically referred to as Paragraph 13, Section (c) shall remain in effect for the duration of this labor agreement.

SECTION 33 – PART-TIME EMPLOYEES

A. Part -Time Operators

For the purpose of limiting the use of part-time employees, it is agreed that the Municipal Transit Utility may utilize a number of part-time operators which is no more than twelve percent (12%) of the number of regular full-time operators, for example: 12% of 34 full time operators = 4.08 or 4 employees. The number is rounded up to the next whole number if above .50, and .50 and below equals the lower number. With 34 full time operators it is agreed that the Municipal Transit Utility may designate up to four (4) rotating daily extra list slots, not to be the bottom members of the existing seniority list.

No existing runs at the time of the contract may be altered for purposes of part time work. Part-time operators may be used on a year-round basis.

All use of part-time operators may not exceed 3400 hours per year, excluding training time. Wages for part-time operators are determined by cumulative driving hours as an MTU Operator.

Retired MTU drivers who are rehired as part-time operators would be placed at step 4 based upon cumulative hours of MTU driving.

Management reserves the right to hire new operators above step 1 based on previous work/driving experience. Such determination will be on a case by case basis and will be the sole discretion of management.

B. Part-Time Service Workers

The Municipal Transit Utility may use up to 1,400 hours of part-time service workers each calendar year. Part-time service workers shall be paid $10.00 to $13.50 per hour with no benefits.

All part-time service workers are excluded from the bargaining unit.

C. Benefits for Part-Time Employees

It is agreed that the assignment of part-time employees is an exclusive management function. It is further understood that represented part time operators are not covered by the provisions of this collective bargaining agreement, except this section, i.e. Section 34.

D. Part-Time Employees/Lay Off Status

The City agrees that it cannot employ any part-time employees if any bargaining unit employee is on lay-off status except as modified by Section 8 – Lay-Off and Recall, paragraph E.

SECTION 34 – SPECIAL PART-TIME EMPLOYEES

A. Special Part-Time Operators

The parties agree that the Municipal Transit Utility may hire "special part-time employees" to fill in for any full-time employee that is unavailable for work.

Effective January 12, 2026 “special part-time operators” shall be paid $21.27 – $25.12 per hour without benefits.

Effective January 11, 2027, “special part-time operators” shall be paid $22.12 - $26.12 per hour without benefits.

Effective January 10, 2028, “special part-time operators” shall be paid $22.78 - $26.90 per hour without benefits.

B. Special Part-Time Bus Technician Assistants

“Special part-time bus technician assistants” shall be paid $12.00 - $16.00 per hour without benefits.

C. Special Part-Time Service Workers

"Special part-time service workers" shall be paid $10.00 to $13.50 per hour without benefits.

D. Use of Special Part-Time Employees

Such "special part-time employees" may only be utilized to fill in for employee absences of at least one (1) week and may not be utilized in this capacity after the regular full-time employee returns to work. When a position becomes vacant (i.e. incumbent employee retires or resigns/terminates his/her employment with MTU) a Special part-time employee may be utilized for a period not to exceed 90 days, provided that the City is making a good faith effort to hire a full time replacement worker. It is further understood that if the vacancy remains open after 90 days all such hours (after 90 days) shall count against the part-time employee cap contained in Section #33 – Part-time Employees.

It is understood that management reserves the right to declare its intentions not to fill a vacancy at any time. It is further understood that the Municipal Transit Utility will not utilize such special part- time employees to fill in for bus operators and/or Bus Technician while on vacation, but may do so for service workers on vacation. Special part-time employees shall not count against the part-time employee caps contained in Section #33 – Part-time Employees.

E. Bargaining Unit Status

Special part-time employees defined above are not included in the bargaining unit and are not covered by the provisions of the collective bargaining agreement.

SECTION 35 – MUNICIPAL TRANSIT UTILITY COMMITTEES

The City and Local have agreed that the Joint Labor Management Committee (JLMC) will meet three (3) times per year.

In addition, the City and Local agree that the Safety Committee, consisting of up to five (5) union members selected at the union's discretion, will meet one (1) time per month, for one (1) hour.

SECTION 36 – TERM OF AGREEMENT

The term of the contract is January 1, 2026, through December 31, 2028. Either party desiring to negotiate changes in this agreement shall notify the other party in writing at least sixty (60) days prior to December 31, 2028, and such notice shall include therein the modifications desired.

Entered into this 11th day of December 2025.

Amalgamated Transit Union
Local 519, AFL-CIO

_____
Todd Strasser
President, ATU Local #519

_____
Trevor Swart
Vice President, ATU Local #519

_____
Kenneth Nolte
Recording Secretary, ATU Local #519

City of La Crosse

_____
Shaundel Washington-Spivery
Mayor

_____
Erin Goggin, Chairperson
Finance & Personnel Committee

_____
Rebecca Franzen, SHRM-CP, CLRP
Director of Human Resources

_____
Roseanne Northwood
Finance & Personnel Committee

_____
Barb Janssen
Finance & Personnel Committee

_____
Chris Kahlow
Finance & Personnel Committee

_____
Aron Newberry
Finance & Personnel Committee

_____
Larry Sleznikow
Finance & Personnel Committee

CITY OF LA CROSSE
2026 TRANSIT WAGE SCHEDULE FOR EMPLOYEES

Exhibit A – 2026 TRANSIT WAGE SCHEDULE FOR PART-TIME & FULL-TIME EMPLOYEES

Effective
January 12, 2026

Position	Service	Hourly Rate
Operator	0 -12 months	$24.61
	12+ - 24 months	$25.51
	24+ - 36 months	$26.44
	36+ - 48 months	$29.91
	48+ months	$31.84
Bus Technician	Base Rate	$30.96
Service Technician	0 -12 months	$23.62
	12+ - 24 months	$24.52
	24+ - 36 months	$25.48
	36+ - 48 months	$29.05
	48+ months	$31.09
Transit Service Representative	0 -12 months	$22.02
	12+ - 24 months	$22.63
	24+ - 36 months	$23.28
	36+ - 48 months	$24.61
	48+ - 60 months	$25.99
	60+ - 72 months	$27.46
	72+ months	$28.98

Position	Service	Hourly Rate
Part-Time	Step 1 – New Hires	$21.27
	Step 2 – Completion of 1040 cumulative hours of MTU Driving	$22.59
	Step 3 – Completion of 2080 cumulative hours of MTU Driving	$23.82
	Step 4 – Completion of 3120 cumulative hours of MTU Driving	$25.12

CITY OF LA CROSSE
2027 TRANSIT WAGE SCHEDULE FOR EMPLOYEES

Exhibit B – 2027 TRANSIT WAGE SCHEDULE FOR PART-TIME & FULL – TIME EMPLOYEES

Effective
January 11, 2027

Position	Service	Hourly Rate
Operator	0 -12 months	$25.59
	12+ - 24 months	$26.53
	24+ - 36 months	$27.49
	36+ - 48 months	$31.11
	48+ months	$33.12
Bus Technician	Base Rate	$32.20
Service Technician	0 -12 months	$24.56
	12+ - 24 months	$25.50
	24+ - 36 months	$26.50
	36+ - 48 months	$30.21
	48+ months	$32.33
Transit Service Representative	0 -12 months	$22.90
	12+ - 24 months	$23.54
	24+ - 36 months	$24.21
	36+ - 48 months	$25.59
	48+ - 60 months	$27.03
	60+ - 72 months	$28.55
	72+ months	$30.14

Position	Service	Hourly Rate
Part-Time	Step 1 – New Hires	$22.12
	Step 2 – Completion of 1040 cumulative hours of MTU Driving	$23.49
	Step 3 – Completion of 2080 cumulative hours of MTU Driving	$24.77
	Step 4 – Completion of 3120 cumulative hours of MTU Driving	$26.12

CITY OF LA CROSSE
2028 TRANSIT WAGE SCHEDULE FOR EMPLOYEES

Exhibit C – 2028 TRANSIT WAGE SCHEDULE FOR PART-TIME & FULL-TIME EMPLOYEES

Effective
January 10, 2028

Position	Service	Hourly Rate
Operator	0 -12 months	$26.36
	12+ - 24 months	$27.33
	24+ - 36 months	$28.32
	36+ - 48 months	$32.04
	48+ months	$34.11
Bus Technician	Base Rate	$33.17
Service Technician	0 -12 months	$25.30
	12+ - 24 months	$26.27
	24+ - 36 months	$27.29
	36+ - 48 months	$31.12
	48+ months	$33.30
Transit Service Representative	0 -12 months	$23.59
	12+ - 24 months	$24.24
	24+ - 36 months	$24.93
	36+ - 48 months	$26.36
	48+ - 60 months	$27.84
	60+ - 72 months	$29.41
	72+ months	$31.05

Position	Service	Hourly Rate
Part-Time	Step 1 – New Hires	$22.78
	Step 2 – Completion of 1040 cumulative hours of MTU Driving	$24.20
	Step 3 – Completion of 2080 cumulative hours of MTU Driving	$25.51
	Step 4 – Completion of 3120 cumulative hours of MTU Driving	$26.90

Human Resources
400 La Crosse St., La Crosse, WI 54601 ▪ Tel: (608) 789-7595 ▪ Fax: (608) 789-7598
www.cityoflacrosse.org HR@cityoflacrosse.org

Memorandum of Understanding
2027 Health Care Plan Design and Selection Review

Between the City of La Crosse "City" and the Amalgamated Transit Union ("ATU"), Local #519

RE: Agreement to Review Health Insurance Options for Plan Year 2027

Purpose: This Memorandum of Understanding ("MOU") is entered into by and between the City of La Crosse ("City") and the Amalgamated Transit Union, Local #519 ("ATU"), collectively referred to as "the Parties."

The purpose of this MOU is to establish a mutual understanding and commitment by the Parties to jointly review and discuss health insurance plan options for employees represented by the ATU in preparation for the 2027 plan year.

Background: This Parties recognize the importance of providing affordable, comprehensive, and competitive health insurance benefits to employees, and the parties recognize the administration inefficiencies and cost volatility necessitating this review of available plan options and costs, are essential to maintaining these objectives and ensuring compliance with applicable federal laws, regulations, and collective bargaining obligations.

Agreement:

1. The parties agree to meet and to review available health care plan design and plan selection options no later than May 31, 2026, in preparation for implementation in the 2027 plan year.

2. The parties agree to engage in good faith discussions regarding health care plan design and selection options. The discussions will include, but are not limited to, plan design, plan provider, cost, wellness or preventive care initiatives.

3. This MOU does not constitute a binding agreement to modify existing terms, conditions or coverage. Any changes resulting from the review and discussion process that affect bargaining unit employees will be subject to review and recommendation by the Employee Benefit Trust Fund Committee and approval by the Common Council.

Duration: This MOU shall expire on December 31, 2027 unless modified by mutual written agreement of the parties.

Signatures:

_____
Rebecca Franzen, SHRM-CP, CLRP
Director of Human Resources

_____
Todd Strasser
President, ATU, Local #519

Rebecca A. Franzen, SHRM-CP Director of Human Resources
Angela R. Leisso Employee Benefits Specialist
Gwendolyn A. Benish Human Resources Generalist
Megan Ihrke Human Resources Generalist
Sheila K. Becker Employee Safety & Risk Specialist
Heidi L. Stein Wellness Coordinator
Angela M. Berget Human Resources Assistant

Human Resources
400 La Crosse St., La Crosse, WI 54601 ▪ Tel: (608) 789-7595 ▪ Fax: (608) 789-7598
www.cityoflacrosse.org HR@cityoflacrosse.org

Side Letter Agreement
Juneteenth Day Holiday

Between the City of La Crosse "City" and the Amalgamated Transit Union ("ATU"), Local #519

RE: Addition of Juneteenth as a Paid Holiday Contingent Upon Internal Comparability with Other Bargaining Units

Purpose: In the spirit of ongoing commitment to internal comparability, this Side Letter is entered into by and between the City and the ATU for the purpose of outlining the parties' agreement regarding the potential addition of *Juneteenth* (June 19) as a paid holiday contingent on collective bargaining negotiations and agreement with other unions.

Agreement:

1. The City and the Union agree that if another public safety employee bargaining unit within the City receives *Juneteenth* (June 19) as a paid holiday during the term of the 2026 - 2028 ATU collective bargaining agreement, then the Juneteenth holiday benefit shall be extended to employees eligible for holiday benefits represented by the ATU in a manner consistent with the administration of other similar holiday benefits and in consideration of Section 2 of this Side Letter.

2. The addition of *Juneteenth* as a paid holiday under this Side Letter shall not require further negotiation or ratification, except that both parties recognize and understand that if a *quid pro quo* exists for the holiday benefit obtained by another bargaining unit that the City and ATU will consider such *quid pro quo* for this benefit in subsequent negotiations between the parties. Upon verification that another group has received the Juneteenth holiday, the City shall implement the holiday for ATU represented employees at the earliest practicable date.

3. Except as expressly modified by this Side Letter all other terms and conditions of the current collective bargaining agreement between the City and the ATU remain in full force and effect. This Side Letter shall expire on December 31, 2028.

Duration: This Side Letter shall remain in effect for the duration of the current collective bargaining agreement unless modified by mutual written agreement of the parties.

Signatures:

_____
Rebecca Franzen, SHRM-CP, CLRP
Director of Human Resources

_____
Todd Strasser
President, ATU, Local #519

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: 25-1367

Caption: Resolution approving and ratifying a collective bargaining agreement between the City of La Crosse and the Amalgamated Transit Union, Local #519 for 2026 – 2028.

Staff/Department Responsible for Legislation

Human Resources department

Requestor of Legislation

Rebecca Franzen, Director of Human Resources

Location, if applicable

Summary/Purpose

The purpose of this resolution is to approve the three-year collective bargaining agreement between the City of La Crosse and the Amalgamated Transit Union (ATU), Local #519.

Summary of changes include:

1. Wages increases of 4% in 2026 and 2027 and 3% in 2028.
2. Increase to vacation schedule
3. Increase to rate earned for longevity
4. Housekeeping to contract by incorporating existing Memorandums of Understanding (MOUs) into the new contract
5. Side letter related to Juneteenth and an MOU related to discussing health insurance for 2027.

Background

In August 2025, began the negotiation process with the ATU, Local #519. In late October 2025, the City and ATU reached agreeable terms for a successor collective bargaining agreement.

Fiscal Impact

4% increase to the base wages of all positions covered under the CBA in 2026 and 2027 and 3% increase to the base wages of all positions covered under the CBA in 2028.

Staff Recommendation

Adopt

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1371

Agenda Date: 12/4/2025 **Version:** 1 **Status:** New Business

In Control: Finance & Personnel Committee **File Type:** Resolution

Resolution authorizing the Stormwater Utility to re-allocate unused funds from closed capital projects and appropriate additional funds for capital project needs.

RESOLUTION

WHEREAS, the City of La Crosse has completed Capital Improvement Plan projects, noted below, with excess funds remaining, and said funds may be re-allocated to other projects; and

WHEREAS, ongoing or planned projects may require additional funds due to changes, requiring similar funds from closed projects or other sources; and

WHEREAS, the Common Council has previously approved the use of unbudgeted utility cash for use on projects with additional needs, subject to Common Council approval.

WHEREAS, the previously approved and/or bid project(s) below have been completed and have Stormwater Utility funds available:

2020 #106 – Gillette St – Caledonia St to George St	$107,000.00
2020 #284 – Green Bay St – East Ave to 22nd St	$382,000.00
2021 #116 – La Crosse St – West Ave to Losey Blvd S	$888,346.51
2021 #468 – Lauderdale Place	$30,000.00
2021 #629 – WI 35 – Sunnyside Dr/Garner Pl	$89,999.58
Total unused funds:	$1,497,346.09

WHEREAS, the previously approved and/or bid project(s) below require additional funds:

2023 #683 – Green Meadows Storm Lift Station Controls upgrade	$600,000.00
Total required funds:	$600,000.00

WHEREAS, this results in a net reduction in capital obligations from the Stormwater Utility of $897,346.09.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves, as listed above, the re-allocation of funds from the completed project(s) to the project(s) requiring additional funds.

BE IT FURTHER RESOLVED that all fund balances remaining from the re-allocations herein shall be released from obligation and made available within their respective funds by the respective utilities.

BE IT FURTHER RESOLVED that City staff are hereby authorized 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: 25-1371

Caption: Resolution authorizing the Stormwater Utility to re-allocate unused funds from closed capital projects and appropriate additional funds for capital project needs.

Staff/Department Responsible for Legislation

STORMWATER UTILITY

Requestor of Legislation

TINA ERICKSON AND JARED GREENO

Location, if applicable

Summary/Purpose

USING UNSPENT FUNDS FROM CAPITAL PROJECTS TO ADDITIONAL BUDGET NEEDS FOR PREVIOUSLY APPROVED CAPITAL IMPROVEMENT PROJECTS.

Background

CIP 2023 #683 HAD $600,000 BUDGETED IN THE 2024-2028 CIP BUDGET IN 2025, HOWEVER, THE BUDGET DID NOT GET CARRIED FORWARD IN THE 2025-2029 CIP BUDGET.

Fiscal Impact

DECREASE CURRENT CIP BUDGET BY $897,346.09

Staff Recommendation

APPROVE

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1372

Agenda Date: 12/4/2025 **Version:** 1 **Status:** New Business

In Control: Finance & Personnel Committee **File Type:** Resolution

Amended Resolution authorizing the Sanitary Sewer Utility to re-allocate unused funds from closed capital projects and appropriate additional funds for capital project and equipment needs.

RESOLUTION

WHEREAS, the City of La Crosse has completed Capital Improvement Plan projects, noted below, with excess funds remaining, and said funds may be re-allocated to other projects; and

WHEREAS, ongoing or planned projects or purchases may require additional funds due to changes, requiring similar funds from closed projects or other sources; and

WHEREAS, the Common Council has previously approved the use of unbudgeted utility cash for use on projects with additional needs, subject to Common Council approval.

WHEREAS, the previously approved and/or bid project(s) below have been completed and have Sanitary Sewer Utility funds available:

2020 #211 – South Ave – Green Bay St to Ward Ave	$9,978.08
2020 #284 – Green Bay St – East Ave to 22nd St	$51,614.26
2021 #116 – La Crosse St. – West Ave to Losey Blvd	$72,216.55
2021 #484 – Causeway Blvd Sewer Mains	$493,959.65
2021 #629 – WI35 – Sunnyside Dr/Garner Pl	$79,984.72
2022 #674 – 14th St S – King St to Cass St	$59,000.00
2022 #675 – 15th St S – Adams St to Farnam St	$66,000.00
2023 #785 – 21st St S – Green Bay St to Travis St	$16,556.20
2023 #818 – 5200 Mormon Coulee Rd Sewer Main Rplct	$400,000.00
2023 #820 – Hass St – Losey Blvd to Diagonal Rd	$9,429.02
2024 #860 – 9th St S – Redfield St to Green Bay St	$7,616.54
Total unused funds	$1,266,355.02

WHEREAS, the previously approved and/or bid project(s) below require additional funds:

2019 #206 – Hagar Lift Station Pump Rplct	$1,255,600.00
2020 #405 – Pammel Creek Lift Station Electrical Upgrades	$515,000.00
2024 #807 – Division St Vault Coating (unappropriated bond funds)	~~$250,000.00~~ $264,499.55
Total required funds	~~$2,020,600.00~~ $2,035,099.55

WHEREAS, ongoing assessment of equipment needs require the utility to appropriate additional funds to the following new equipment request(s), previously approved by the Board of Public Works, as Legistar item 25-0729 on June 30, 2025:

2025 New – Pipeline Inspection Camera	$100,850.00
Total required for new equipment needs	$100,850.00

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves, as listed above, the re-allocation of funds from the completed project(s) to the project(s) and/or purchase(s) requiring additional funds.

BE IT FURTHER RESOLVED that the remaining balance of ~~$855,094.98~~ $869,594.53, a difference between unused and required funds, shall be appropriated as follows:

Unappropriated bond funds account 6356324 588000	~~$250,000.00~~	$264,499.55
Unbudgeted Sanitary Utility cash		$605,094.98

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

Resolution authorizing the Sanitary Sewer Utility to re-allocate unused funds from closed capital projects and appropriate additional funds for capital project and equipment needs.

RESOLUTION

WHEREAS, the City of La Crosse has completed Capital Improvement Plan projects, noted below, with excess funds remaining, and said funds may be re-allocated to other projects; and

WHEREAS, ongoing or planned projects or purchases may require additional funds due to changes, requiring similar funds from closed projects or other sources; and

WHEREAS, the Common Council has previously approved the use of unbudgeted utility cash for use on projects with additional needs, subject to Common Council approval.

WHEREAS, the previously approved and/or bid project(s) below have been completed and have Sanitary Sewer Utility funds available:

2020 #211 – South Ave – Green Bay St to Ward Ave	$9,978.08
2020 #284 – Green Bay St – East Ave to 22nd St	$51,614.26
2021 #116 – La Crosse St. – West Ave to Losey Blvd	$72,216.55
2021 #484 – Causeway Blvd Sewer Mains	$493,959.65
2021 #629 – WI35 – Sunnyside Dr/Garner Pl	$79,984.72
2022 #674 – 14th St S – King St to Cass St	$59,000.00
2022 #675 – 15th St S – Adams St to Farnam St	$66,000.00
2023 #785 – 21st St S – Green Bay St to Travis St	$16,556.20
2023 #818 – 5200 Mormon Coulee Rd Sewer Main Rplct	$400,000.00
2023 #820 – Hass St – Losey Blvd to Diagonal Rd	$9,429.02
2024 #860 – 9th St S – Redfield St to Green Bay St	$7,616.54
Total unused funds	$1,266,355.02

WHEREAS, the previously approved and/or bid project(s) below require additional funds:

2019 #206 – Hagar Lift Station Pump Rplct	$1,255,600.00
2020 #405 – Pammel Creek Lift Station Electrical Upgrades	$515,000.00
2024 #807 – Division St Vault Coating (unappropriated bond funds)	$250,000.000
Total required funds	$2,020,600.00

WHEREAS, ongoing assessment of equipment needs require the utility to appropriate additional funds to the following new equipment request(s), previously approved by the Board of Public Works, as Legistar item 25-0729 on June 30, 2025:

2025 New – Pipeline Inspection Camera	$100,850.00
Total required for new equipment needs	$100,850.00

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves, as listed above, the re-allocation of funds from the completed project(s) to the project(s) and/or purchase(s) requiring additional funds.

BE IT FURTHER RESOLVED that the remaining balance of $855,094.98, a difference between unused and required funds, shall be appropriated as follows:

Unappropriated bond funds account 6356324 588000	$250,000.00
Unbudgeted Sanitary Utility cash	$605,094.98

BE IT FURTHER RESOLVED that City staff are hereby authorized 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 25-1372

Caption: Resolution authorizing the Sanitary Sewer Utility to re-allocate unused funds from closed capital projects and appropriate additional funds for capital project and equipment needs.

Staff/Department Responsible for Legislation

WASTEWATER

Requestor of Legislation

TINA ERICKSON AND JARED GREENO

Location, if applicable

Summary/Purpose

USING UNSPENT FUNDS FROM CAPITAL PROJECTS TO COVER EXCESS COSTS FOR PREVIOUSLY APPROVED CAPITAL IMPROVEMENT PROJECTS AND TO PURCHASE A REPLACEMENT PIPELINE INSPECTION CAMERA AS APPROVED BY THE BOARD OF PUBLIC WORKS ITEM 25-0729 ON JUNE 30, 2025.

Background

PREVIOUSLY APPROVED PROJECTS THAT ARE EITHER COMPLETE AND/OR CANCELLED ARE BEING CLOSED OUT AND ANY FUNDS NEEDED ARE BEING REALLOCATED TO OPEN PROJECTS THAT ARE IN NEED OF ADDITIONAL FUNDING. THE UTILITY HAS APPLIED FOR CLEAN WATER FUND LOANS THROUGH THE WI DNR FOR THE HAGAR SANITARY LIFT STATION AND THE PAMMEL CREEK SANITARY LIFT STATION PROJECTS FOR FISCAL YEAR 2026. THE DIVISION ST VAULT PROJECT NEEDS WILL BE COVERED BY EXISTING UNAPPROPRIATED BORROWED FUNDS.

Fiscal Impact

INCREASE CURRENT CIP BUDGET BY $855,094.98.

Staff Recommendation

APPROVE

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1373

Agenda Date: 12/4/2025 **Version:** 1 **Status:** New Business

In Control: Finance & Personnel Committee **File Type:** Resolution

25-1373

Resolution authorizing the Water Utility to re-allocate unused funds from closed capital projects and appropriate additional funds for capital project needs.

RESOLUTION

WHEREAS, the City of La Crosse has completed Capital Improvement Plan projects, noted below, with excess funds remaining, and said funds may be re-allocated to other projects; and

WHEREAS, ongoing or planned projects may require additional funds due to changes, requiring similar funds from closed projects or other sources; and

WHEREAS, the Common Council has previously approved the use of unbudgeted utility cash for use on projects with additional needs, subject to Common Council approval.

WHEREAS, the previously approved and/or bid project(s) below have been completed and have Water Utility funds available:

2020 #211 – South Avenue – Green Bay to Ward Ave	$13,616.40
2020 #284 – Green Bay St – East Ave to 22nd St	$58,259.59
2021 #116 – La Crosse St – West Ave to Losey Blvd S	$33,357.84
2021 #629 – WI 35 – Sunnyside Dr/Garner Pl	$74,044.43
2025 #598 – Green Bay St – 22nd St to Losey Blvd	$129,783.30
Total unused funds	$309,061.56

WHEREAS, the previously approved and/or bid projects below require additional funds to complete:

2022 22U06 – SCADA Upgrades	$29,525.54
2023 #594 – 6th St S – State St to Cass St	$129,350.18
2023 #813 – Well Motor Replacements	$15,844.00
Total required funds	$174,719.72

WHEREAS, ongoing assessment of project needs requires the utility to appropriate additional funds to the following project(s), including a new project previously approved by the Board of Public Works, as Legistar item 25-1295 on October 27, 2025:

2024 #425 – 7th St – Ferry St to Market St	$67,763.65
2025 #NEW – Installation of 2 Pressure Reducing valves	$50,000.00
Total required for new project needs	$117,763.65

WHEREAS, this results in a net reduction in capital obligations from the Water Utility of $16,578.19.

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves, as listed above, the re-allocation of funds from the completed project(s), to the project(s) requiring additional funds.

BE IT FURTHER RESOLVED that all fund balances remaining from the re-allocations herein shall be released from obligation and made available within their respective funds by the respective utilities.

BE IT FURTHER RESOLVED that City staff are hereby authorized 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: 25-1373

Caption: Resolution authorizing the Water Utility to re-allocate unused funds from closed capital projects and appropriate additional funds for capital project needs.

Staff/Department Responsible for Legislation

WATER UTILITY

Requestor of Legislation

TINA ERICKSON AND DEREK GREEBON

Location, if applicable

Summary/Purpose

USING UNSPENT FROM CAPITAL PROJECTS TO COVER EXCESS COSTS FOR PREVIOUSLY APPROVED CAPITAL IMPROVEMENT PROJECTS AND FUND UNPLANNED PROJECTS. THE BOARD OF PUBLIC WORKS APPROVED THE 2 PRESSURE REDUCING VALVES ON OCTOBER 27, 2025, ITEM 25-1295.

Background

PREVIOUSLY APPROVED PROJECTS THAT ARE EITHER COMPLETE AND/OR CANCELLED ARE BEING CLOSED OUT AND ANY FUNDS NEEDED ARE BEING REALLOCATED TO OPEN AND NEW PROJECTS THAT ARE IN NEED OF ADDITIONAL FUNDING.

Fiscal Impact

DECREASE CURRENT CIP BUDGET BY $16,578.19.

Staff Recommendation

APPROVE

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1392

Agenda Date: 12/4/2025 **Version:** 1 **Status:** New Business

In Control: Finance & Personnel Committee **File Type:** Resolution

Resolution allowing Drift Share Inc. to store bicycles in the currently vacant fire station located at the former Fire Station #2 on 626 Monitor Street.

RESOLUTION

WHEREAS, Drift Share Inc, as the steward of City-endorsed bike share program, is seeking temporary storage space for bicycles; and

WHEREAS, the City of La Crosse Fire Department has unused storage space in the decommissioned fire station located at 626 Monitor Street; and

WHEREAS, the City of La Crosse Fire Department has identified and determined that sufficient space exists at the decommissioned fire station for the storage of Drift Share bicycles; and

WHEREAS, Drift Share Inc. has been a trusted and proven partner of the City through its efforts to establish and develop viable opportunities for the bike share program.

THEREFORE, BE RESOLVED by the Common Council of the City of La Crosse authorizes the temporary storage of Drift Share Inc. bicycles under of a Memorandum of Understanding that will govern the terms and conditions of such storage at the former Fire Station #2 on Monitor Street; and

BE FURTHER RESOLVED THAT the Director of Finance and Fire Chief are authorized to take any and all steps necessary 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 25-1392 Caption Resolution allowing Drift Share Inc. to store bicycles in the currently vacant fire station located at the former Fire Station #2 on 626 Monitor Street.

Staff/Department Responsible for Legislation

Jeff Schott, Fire
Mayor Shaundel Spivey-Washington

Requestor of Legislation

Jeff Schott, Chief

Location, if applicable

626 Monitor Street

Summary/Purpose

Under the proposed agreement, Drift Share Inc. would be allowed the store bicycles used in the Drift Cycle Community Bike Share Program at the decommissioned fire Station Located at 626 Monitor St.

The terms and storage arrangement would be illustrated in an Memorandum of Understanding signed by the City (Fire Chief) and Drift Share Inc.

Background

The Fire Department currently uses the building for storage of equipment and apparatus during a remodel project at Station 3. It currently has vacant space that could be used to store bikes.

The City has established a reputable relationship through the bike sharing program and culminating in the City-sponsored Bicycle-Sharing Program Operating Agreement. (Resolution 25-0697)

The Fire Chief is looking for the council to approve the storage through a formal Memorandum of Understanding to limit liability and formalize terms of the agreement.

Fiscal Impact

No additional cost to the City.

Staff Recommendation

Adopt

Drift Share, Inc.
La Crosse Area Bike Share
425 State St, Suite 100 #334
La Crosse, WI 54601
608-571-3791
driftlax@gmail.com

And

City of La Crosse Fire Department
City of La Crosse
1400 La Crosse Street
La Crosse, WI 54601
Office: 608.789.7260

11/25/2025

The purpose of this Memorandum of Understanding (MOU) is to outline the terms and conditions under which the City of La Crosse, partner and sponsor of Drift Cycle community bike share program, will provide storage space to Drift Share, Inc.

The City of La Crosse will provide access to storage space at 626 Monitor Street location for use during the off-season, winter months from Monday, December 15th, 2025, through April 15th, 2026. Drift Share, Inc. will ensure their use maintains a secure, organized and clean condition. All items and activities will be legal and comply with all relevant laws and regulations.

The storage space will be provided by the City of La Crosse as an in-kind contribution as a partner and sponsor of the program. Both parties agree to hold harmless each other from any claims, losses, or damages arising out of the use of the storage space, except in cases of gross negligence or willful misconduct. Drift Share, Inc. confirms they will hold appropriate insurance coverage during this period.

This MOU may be terminated by either party with 30 days written notice. Any amendments to this MOU must be made in writing and signed by both parties. This MOU shall be governed by the laws of the State of Wisconsin.

By signing below, both parties agree to the terms and conditions outlined in this MOU.

Drift Share, Inc.

Jacob I. Sciammas

Signature

__ Jacob I. Sciammas __

Printed Name

_President_____

Title

_____

Date

City of La Crosse

_____

Signature

_____

Printed Name

_____

Title

_____

Date

OFFICE OF THE MAYOR
LA CROSSE

25-0697

December 1, 2025

I hereby approve the submitting of the attached Legislation "Resolution approving the City-Sponsored Bicycle-Sharing Program Operating Agreement between the City of La Crosse and Drift Share, Inc." to be considered at the Finance & Personnel Committee meeting. This approval is given due to the time element necessitating consideration of the attached Legislation at the earliest possible date.

Mayor Shaundel

400 La Crosse Street * La Crosse, WI 54601 * Phone (608) 789-7500 * washingtonspiveys@cityoflacrosse.org * www.cityoflacrosse.org

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1118

Agenda Date: 12/4/2025 **Version:** 1 **Status:** New Business

In Control: Finance & Personnel Committee **File Type:** Resolution

Resolution approving the Settlement Agreement in the case of Valley View Realty Holdings, LLC and the City of La Crosse, Wisconsin.

RESOLUTION

WHEREAS Valley View Realty Holdings, LLC filed complaints alleging excessive taxation for the properties located at located at 3700 State Road 16, tax key 17-10315-160 and 3800 State Road 16 tax key 17-10315-90 in the City of La Crosse, La Crosse County.

WHEREAS a settlement has been reached in these cases.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the Settlement Agreement in the case of Valley View Realty Holdings, LLC and the City of La Crosse, La Crosse County.

BE IT FURTHER RESOLVED that it hereby appropriates any funds necessary from the general fund unassigned fund balance consistent with the Settlement Agreement. Charge back funds received shall be returned to the general fund unassigned fund balance.

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

BE IT FURTHER RESOLVED that City staff is hereby authorized to take any and all steps necessary 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: 25-1118

Caption: Resolution approving the Settlement Agreement in the case of Valley View Realty Holdings, LLC and the City of La Crosse, Wisconsin of La Crosse.

Staff/Department Responsible for Legislation

Shannon Neumann, Assessment Office

Requestor of Legislation

Shannon Neumann, Chief City Assessor

Location, if applicable

Parcels at Valley View Mall - 17-10315-090 and 17-10315-160

Summary/Purpose

The purpose of this resolution is to approve the Settlement Agreement with ("Valley View Mall") regarding excessive 2024 assessment of parcels 17-10315-090 and 17-10315-160 to reflect 2025 assessed values.

Background

Valley View appealed their 2024 assessment, which the Board of Review upheld. On 01/29/2025 the City received a claim for excessive taxes for 2024 assessment year. On 09/04/2025 outside counsel contacted the city assessor that opposing counsel had offered to settle based on the 2025 assessed values. A citywide revaluation was completed for 2025, and updated income and expense data for Valley View was provided. Both parcels are currently listed for sale, reportedly under $10.8 million. Based on the 2024 Income & Expense statement and recent sales and listing of similar properties, the market value appears lower than the 2024 assessment.

Fiscal Impact

$55,041.11 from reserve fund. Charge back funds received shall be returned to the reserve fund.

Staff Recommendation

Approval

SETTLEMENT AGREEMENT, WAIVER AND RELEASE

THIS SETTLEMENT AGREEMENT, WAIVER AND RELEASE ("Agreement") is made by and between Valley View Realty Holding LLC ("Plaintiff") and the City of La Crosse ("City").

WHEREAS, Plaintiff filed a lawsuit against the City entitled *Valley View Realty Holding LLC v. City of La Crosse*, La Crosse County Case No. 2025-CV-0285, seeking a partial refund of property taxes previously paid, on the basis that the 2024 property tax assessment was excessive.

WHEREAS, the parties wish to resolve this matter without the expense and disruption of further litigation between them by amicably entering into this full and final settlement as to all claims Plaintiff may have against the City in connection with the 2024 assessment;

WHEREAS, the acceptance of the terms of this agreement are subject to the approval of the La Crosse City Council by resolution of that body.

NOW, THEREFORE, for good and valuable consideration, the parties stipulate and agree as follows:

1. Definitions. In this Agreement:

(a) The "Property" means collectively the land and improvements located at 3700 and 3800 State Road 16 within the City of La Crosse, Wisconsin and identified as Tax Parcel Nos. 17-10315-160 (TP 160) and Tax Parcel 17-10315-090 (TP 090).

(b) "Case" means the action pending in the La Crosse County Circuit Court entitled *Valley View Realty Holding LLC v. City of La Crosse*, La Crosse County Case No. 2025-CV-0285.

(c) "Court" means the Circuit Court of La Crosse County.

2. Payment and Stipulation for Dismissal. Following the full execution of this Agreement, the parties shall take the following actions:

(a) Within 15 business days of the execution, City shall make the payment specified in paragraph 6;

(b) The payment specified in paragraph 2(a) and paragraph 6 shall remain in the Rogahn Jones client trust account until the stipulation and order (Exhibit A) has been fully executed by the parties and filed with the Court;

(c) The stipulation and order (Exhibit A) shall be executed by the parties and filed with the Court within 5 business days of the receipt of the payment specified in paragraph 2(a) and paragraph 6 by the Rogahn Jones client trust account; and

(d) The payment specified in paragraph 2(a) and paragraph 6 shall be disbursed from the Rogahn Jones client trust account upon the filing of the stipulation and order (Exhibit A).

3. Waiver of Costs. Each party waives all claims for costs.

4. Release. In exchange for the dismissal contemplated by this Agreement, the Plaintiff hereby terminates, waives and discharges any further claims, demands, or actions which it might assert or bring in the future or have brought to date, whether mature or not, currently actionable or not, and any suits, appeals, objections, administrative actions and legal proceedings whatsoever against the City with respect to the assessments for tax year 2024 with respect to the Property, and hereby releases, discharges and acquits the City, its officers, board members, employees, agents and contractors, for any claims, causes of action, alleged injuries, or damages, of any kind, character or nature whatsoever, which have been, could have been, or might be asserted against the City or any officer, employee, agent or contractor acting on its behalf, arising out of the assessments of the Property for tax year 2024.

5. 2024 Assessment. To resolve this matter and in exchange for dismissing the Case, the parties agree that the 2024 assessment of the Property shall be revised as follows:

TP 160
Land - $ 612,500
Building - $ 536,000
Total - $1,148,500

TP 90
Land - $ 3,213,700
Building - $ 6,506,700
Total - $ 9,720,400

Total Revised Assessment - $10,868,900

This is a reduction of $2,611,100 in assessed value from the original combined assessment for the two parcels of $13,480,000 to a revised combined assessed value of $10,868,900 for the 2024 tax year.

6. Refund of Taxes. Based on the reduction in assessed value of $2,611,100, the City shall issue a partial tax refund payable to the Trust Account of the Law Firm of Rogahn Jones LLC, attention Attorney Terry J. Booth in the amount of $55,041.11 as a refund of partial property taxes previously paid by Plaintiff for the tax year 2024. The parties agree that no portion of the refund amount constitutes interest and no interest shall be due. The refund check, made payable to the aforementioned trust account, shall be delivered via certified mail to the law offices of Attorney Terry Booth at N16 W23233 Stone Ridge Drive, Suite 270, Waukesha, WI 53188.

7. Responsibility for Fees and Expenses of Attorneys and Experts. Each party shall be solely responsible for the fees of its attorneys and experts.

8. No Representations. Each party acknowledges and agrees that no representation or promise not expressly contained in this Agreement has been made by the opposing party or any of its employees, attorneys, agents, or representatives. Each party acknowledges that it is not entering into this Agreement on the basis of any such representation or promise, express or implied.

9. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors, and assigns.

10. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Wisconsin.

11. Interpretation of Agreement. The parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement:

(a) Neither party shall be deemed the drafter of this Agreement for purposes of its interpretation; and

(b) The parties shall attempt in good faith to resolve the dispute.

12. Representation By Counsel; Reliance. Each party acknowledges that it has been represented throughout all negotiations leading up to this Agreement by attorneys of its choice and that its attorneys have approved this Agreement. Each party represents that in entering into this Agreement, the party has relied on its own judgment and on the advice of its attorneys, and that no statements or representations made by the other party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the party to sign this Agreement.

13. No Assignment or Transfer. Plaintiff hereby represents and warrants that it is the sole and lawful owner of all claims, matters and causes of action it is releasing or dismissing pursuant to this Agreement. Plaintiff represents and warrants that it has not assigned or transferred to anyone and will not assign or transfer to anyone any of the claims in the Case.

14. Entire Agreement. This Agreement states and constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior or contemporaneous agreements (written or oral), representations, negotiations, and discussions concerning its subject matter, including but not limited to, all agreements (written or oral), representations, negotiations, and discussions made in the course of negotiation of the case.

15. Use of this Agreement. This Agreement shall not be filed with the Court in this Case or in any other case or proceeding, except for the sole purpose of enforcing this Agreement. This Agreement and any part of this Agreement shall not be admissible in any future judicial or administrative proceeding, except for the sole purpose of enforcing this Agreement.

16. Waiver. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

17. Amendments or Modifications. This Agreement may not be amended, modified or altered in any manner whatsoever, except by a further written agreement duly authorized and signed by the parties.

18. Authorization to Sign Agreement. Each person signing this Agreement on behalf of either party represents and warrants that the person holds the position indicated beneath the person's signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the party. Each party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the party is bound. The La Crosse City Council may designate such City officials that may approve the terms of this Agreement and carry out the execution of the payment of the refunds called for in this agreement upon resolution of the City Council.

19. Reading of Agreement. Each person signing this Agreement on behalf of either party acknowledges that the person has read this Agreement, that the person understands the terms and conditions of this Agreement, that the person (if other than an attorney for the party) has been advised by legal counsel concerning this Agreement, and that the person freely and voluntarily signs this Agreement.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e- mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such, signature is executed) with the same force and effect as if such facsimile or ".pdf' signature page were an original thereof.

SIGNATURES ON SEPARATE PAGE

Dated this _____ day of November, 2025.

VALLEY VIEW REALTY HOLDING LLC

_____
Authorized Representative of Plaintiff

CITY OF LA CROSSE

_____
Authorized Representative of Defendant

Approved by:

ROGAHN JONES LLC
N16W23233 Stone Ridge Dr., Suite 270
Waukesha, WI 53188
Attorneys for Plaintiff

_____
Terry J. Booth
State Bar ID No. 1014691

Approved by:

BY: SEIBEL LAW OFFICES LLC
11520 N. Port Washington Road
Mequon, WI 53092

Electronically signed by
Amy R. Seibel,
SBN 1006166

EXHIBIT A

STATE OF WISCONSIN CIRCUIT COURT LA CROSSE COUNTY

VALLEY VIEW REALTY HOLDING LLC

Plaintiff, Case No.: 25-CV-0285

vs.

CITY OF LA CROSSE

Defendant.

STIPULATION FOR DISMISSAL

NOW COME the parties, by their respective counsel and hereby stipulate to the dismissal of the Plaintiff's Complaint in the above captioned matter. The dismissal shall be in its entirety, with prejudice and without costs to either party.

Dated this _____ of November, 2025.

ROGAHN JONES LLC
N16W23233 Stone Ridge Dr., Suite 270
Waukesha, WI 53188

_____
Terry J. Booth
State Bar ID No. 1014691

Attorneys for Plaintiff, Valley View Realty Holding LLC

SEIBEL LAW OFFICES, LLC

By: *Electronically signed by* _____
Amy R. Seibel, SBN 1006166
11520 N. Port Washington Road, Ste. 4
Mequon, WI 53092
Phone: (414) 881-4262
Email: ars@amylawoffices.com

Attorneys for Defendant, City of La Crosse

STATE OF WISCONSIN CIRCUIT COURT LA CROSSE COUNTY

VALLEY VIEW REALTY HOLDING LLC

Plaintiff, Case No.: 25-CV-0285

vs.

CITY OF LA CROSSE

Defendant.

ORDER FOR DISMISSAL

Per the Stipulation of the parties:

IT IS HEREBY ORDERED that the Plaintiff's Complaint in the above captioned matter is **DISMISSED** in its entirety, with prejudice and without costs to either party.

.1

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1354

Agenda Date: 12/4/2025 **Version:** 1 **Status:** New Business

In Control: Finance & Personnel Committee **File Type:** Resolution

Agenda Number:

Resolution approving the Amended Settlement Agreement in the case of J.P. Chase Commercial Mortgage Securities Trust and the City of La Crosse, Wisconsin of La Crosse, La Crosse County Circuit Court Case No. 23-CV-016.

RESOLUTION

WHEREAS J.P. Morgan Chase Commercial Mortgage Securities Trust filed complaints alleging excessive taxation for the properties located at located at 3700 State Road 16, tax key 17-10315-160 and 3800 State Road 16 tax key 17-10315-90 in the City of La Crosse, La Crosse County Circuit Court as Case No. 23-CV-016; and

WHEREAS a settlement has been reached in these cases.

WHEREAS the original 2022 Settlement Agreement and funding source was approved by the Common Council on March 13, 2025, as Resolution 25-0239; and

WHEREAS following the approval of said agreement, the opposing council requested that the settlement check be issued and disbursed to a party not specified in the original Settlement Agreement.

WHEREAS THE City of La Crosse has requested that the settlement agreement be amended to explicitly state the correct payee for the disbursement of the payment, in order to ensure that the payment is issued to the appropriate person or authority and to prevent any potential legal ramification for the City; and

WHEREAS the revised agreement clarifies the manner in which the payment is to be made and identifies the property recipient as outline in the amended settlement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the Settlement Agreement in the case of J.P Chase Commercial Mortgage Securities Trust and the City of La Crosse, La Crosse County Circuit Court Case No. 23-CV-016.

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

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

SETTLEMENT AGREEMENT

This Agreement is between J.P. Morgan Chase Commercial Mortgage Securities Trust 2010-C2, also known as Wells Fargo Bank, National Association, as trustee for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2010-C2, Commercial Mortgage Pass-Through Certificates, Series 2010-C2, (hereinafter the "Plaintiff") located at 5221 N. O'Connor Blvd, Suite 800, Irving Texas 75039 per its Complaint, and the City of La Crosse, Wisconsin (hereinafter the "City"), a municipal corporation organized and existing under the laws of the State of Wisconsin and located at 400 La Crosse Street, La Crosse, WI 54601. For purposes of this agreement the Plaintiff and the City shall individually be referred to as a party and collectively, shall be refered to as the parties.

In consideration of Two Hundred Sixty-Six Thousand Eight Hundred Eighty-Seven Dollars ($266,887.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Plaintiff does hereby and forever release and discharge the City, its officials, employees, officers, insurers, and agents from any and all claims and causes of action, in any way arising out of or related to the Case and the claims against the City for excessive assessment for the 2022 tax year relative to the Property. (defined below).

For such good and valuable consideration as described above, rendered to resolve finally, fully and completely all matters or disputes that now or may exist between them arising out of the Case, and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Definitions. In this Agreement:

(a) The subject "Property" means collectively the land and improvements located at 3700 and 3800 State Rd. 16, Tax Parcel Numbers 17-10315-160 (TP160) and 17-10315-90 (TP 90) located within the City.

(b) "Case" means the action pending in the circuit court for La Crosse County, Wisconsin titled, *J.P. Morgan Chase Commercial Mortgage Securities Trust 2010-C2, also known as Wells Fargo Bank, National Association, as trustee for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2010-C2, Commercial Mortgage Pass-Through Certificates, Series 2010-C2 vs. City of La Crosse,* Case Nos. 23-CV-016. The Complaint in this Case was filed on January 1, 2023 as Dkt. 2 in the Case.

(c) "Court" means the Circuit Court for La Crosse County.

(d) "Tax Year" means a year in which an assessment is made as of January 1, with taxes based on the assessment payable in the year following the tax year. In this Case, the tax year means the 2022 tax year.

(e) "Greystone Servicing Company LLC" shall mean that certain Special Servicer company ("Greystone") with a business address of 5221 N. O'Connor Blvd, Suite 800, Irving, Texas 75039 where Plaintiff has granted a Limited Power of Attorney dated January 5, 2022 to Greystone to act as the true and lawful attorney- in- fact for the Plaintiff and in the name, place, and stead of Plaintiff, and to take any and all actions incident to or in connection with

Greystone's management or administration of the Specially Serviced Mortgage Loan and REO Properties, which Plaintiff represents includes the subject Property. A representative of Greystone has signed this agreement on a separate signature page attached hereto. A copy of the Greystone Limited Power of Attorney authorizing its authority to act on behalf of the Plaintiff has been provided to the City of La Crosse and has agreed to the terms hereof on behalf of the Plaintiff.

2. 2022 Assessment. To resolve this matter and in exchange for dismissing the Case, the parties hereto agree that the 2022 assessment of the Property shall be revised as follows:

Tax Parcel No. 17-10315-160
Land - $1,163,900
Building - $ 816,100
Total - $1,980,000

Tax Parcel No. 17-10315-90
Land - $ 8,476,500
Building - $ 3,023,500
Total - $11,500,000

This is a reduction of $13,630,700 from the total combined assessed value initially set at $27,110,700 for Tax Year 2022.

3. Refund of Property Taxes. Based on the reduction in assessed value of $13,630,700 for the 2022 tax year, the City shall issue a partial tax refund made payable to the Law Firm Trust Account of Rogahn Jones LLC, attention Attorney Terry J. Booth, in the amount of $266,887.00 as a partial refund of property taxes previously paid by Plaintiff for the Tax Year 2022. The foregoing payment shall be made not less than 20 days after the full execution of this agreement; the payment funds shall remain in the Law Firm Trust Account until the stipulation and order for dismissal has been fully executed by the parties and filed with the Court. The parties agree that no portion of the refund amount constitutes interest and no interest shall be due. Said refund check shall be sent via certified mail, return receipt requested, c/o and to the attention of Attorney Terry Booth at the Law Offices of Rogahn Jones, N16 W23233 Stone Ridge Drive, Suite 270, Waukesha, WI 53188.

4. Waiver of Costs. Each party waives all claims for costs and/or interest.

5. Release. In exchange for the dismissal contemplated by this Agreement, the Plaintiff hereby terminates, waives and discharges any further claims, demands, or actions which it might assert or bring in the future or have brought to date, whether mature or not, currently actionable or not, and any suits, appeals, objections, administrative actions and legal proceedings whatsoever against the City with respect to the assessments for tax year 2022 with respect to the Property, and hereby releases, discharges and acquits the City, its officers, board members, employees, agents and contractors, for any claims, causes of action, alleged injuries, or damages, of any kind, character or nature whatsoever, which have been could have been, or might be asserted against the City or any officer, employee, agent or contractor acting on its behalf, arising out of the assessments of the Property for tax year 2022.

6. Stipulation for Dismissal. No later than thirty (30) days after the full execution of this Agreement with each party signing with an original signature: (a) the parties shall enter into a stipulation, attached hereto as Exhibit A, signed by their respective attorneys, for the dismissal of the Case (including, but not limited to, all claims asserted in the Complaint in the Case) on the merits, with prejudice, and without costs to either party; and (b) file the stipulation and order for dismissal (Exhibit B) with the Court. This Agreement may be signed in counterparts and each such counterpart shall be treated as an original document.

7. Responsibility for Fees and Expenses of Attorneys and Experts. Each party shall be solely responsible for the fees of its attorneys and experts.

8. No Representations. Each party acknowledges and agrees that no representation or promise not expressly contained in this Agreement has been made by the opposing party or any of its employees, attorneys, agents, or representatives. Each party acknowledges that it is not entering into this Agreement on the basis of any such representation or promise, express or implied.

9. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, successors, and assigns.

10. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Wisconsin.

11. Attorney's Fees (Enforcement of Agreement). If any party breaches any of the terms of this Settlement Agreement, the non-breaching party shall be entitled to seek recovery from the breaching party the reasonable, actual costs, expenses and actual attorney's fees incurred by the nonbreaching party in connection with the enforcement of this Settlement Agreement.

12. Interpretation of Agreement. The parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement: (a) neither party shall be deemed the drafter of this Agreement for purposes of its interpretation; and (b) the parties shall attempt in good faith to resolve the dispute. The parties agree that the Court retains jurisdiction to enforce this Agreement and that a party may ask the Court to enforce this Agreement by filing a motion in the Case and serving the same on the other party.

13. Representation By Counsel; Reliance. Each party acknowledges that it has been represented throughout all negotiations leading up to this Agreement by attorneys of its choice and that its attorneys have approved this Agreement. Each party represents that in entering into this Agreement, the party has relied on its own judgment and on the advice of its attorneys, and that no statements or representations made by the other party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the party to sign this Agreement.

14. No Assignment or Transfer. Plaintiff represents and warrants that (a) it is the owner of the claims in this Case, (b) has not assigned or transferred to anyone, and will not assign or transfer to anyone any of the claims in the Case, and (c) that no other person or entity has any legal right to pursue this claim or share in the proceeds of the settlement.

15. Entire Agreement. The statements in this Agreement are contractual terms, and are not mere recitals. This Agreement states and constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior or contemporaneous agreements (written or oral), representations, negotiations, and discussions concerning its subject matter, including but not limited to, all agreements (written or oral), representations, negotiations, and discussions made in the course of mediation of the Case.

16. Use of this Agreement. This Agreement shall not be filed with the Court in this Case or in any other case or proceeding, except for the purpose of enforcing this Agreement. This Agreement and any part of this Agreement shall not be admissible in the lawsuit or in any future judicial or administrative proceeding and shall not be offered as evidence or presented by any Party in the Lawsuit or any future judicial or administrative proceeding, except for the purpose of enforcing this Agreement.

17. No Admissions of Liability or Concerning Assessments or Fair Market Value. This Agreement is the settlement of disputed claims. By entering into this Agreement, the City does not admit any liability to Plaintiff for any of the claims asserted in the Case or Plaintiff's objections to the assessment, and the reduction to the 2022 assessment shall not be construed as an admission of any such liability. Except as explicitly provided herein, neither party makes an admission about the assessment or the fair market value of the Property as of January 1, 2022 or any other date nor any other admission concerning the assessment of Plaintiff's property. In addition, none of the agreed upon values or assessments as of January 1, 2022 shall be admissible in any proceeding or assessment challenge in any subsequent year whether directly or indirectly.

18. Waiver. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

19. Amendments or Modifications. This Agreement may not be amended, modified or altered in any manner whatsoever, except by a further written agreement duly authorized and signed by the parties.

20. Severability. If any of the provisions of this Agreement are rendered invalid by a court or government agency of competent jurisdiction, this shall not in any way or manner affect the enforceability of the other provisions of this Agreement which shall remain in full force and effect.

21. Authorization to Sign Agreement. Each person signing this Agreement on behalf of either party represents and warrants that the person holds the position indicated beneath the person's signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the party. Each party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the party is bound.

22. Greystone Servicing Company LLC as Power of Attorney for Plaintiff. Notwithstanding and in addition to the representations contained herein it is expressly understood that Greystone, pursuant to the Limited Power of Attorney described above, (a photo copy of which was delivered to the City from Attorney Booth), (1) has the requisite corporate or other authority to sign this agreement on behalf of Plaintiff and to bind the Plainitiff to its terms; and (2) confirms that the subject Property is one of the REO Properties for which Greystone has authority to act; and (3) that the Limited Power Attorney granted to Greystone is currently valid and in effect as of

the date hereof and its authority to act has not been amended since January 5, 2022; and (4) that Todd Bragg, as a Servicing Officer for Greystone has the authority to enter into this Agreement and to bind Greystone and Plaintiff to the terms hereof.

23. Reading of Agreement. Each person signing this Agreement acknowledges the person has read this Agreement, and understands the terms and conditions of this Agreement, that the person (if other than an attorney for the party) has been advised by legal counsel concerning this Agreement, and that the person freely and voluntarily signs this Agreement.

SIGNATURES ON SEPARATE PAGES

DEFENDANT
CITY OF LA CROSSE

Dated: _____, 2025.

Authorized Representative of City

Dated: _____, 2025.

Wells Fargo Bank, National Association, as trustee for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2010-C2, Commercial Mortgage Pass-Through Certificates, Series 2010-C2

Its Authorized Representative

Approved by:

Seibel Law Offices LLC
Legal Counsel for City of La Crosse
11520 N. Port Washington Road,
Mequon, WI 53092

Amy R. Seibel
State Bar ID No. 1006166

Approved by:

By: Rogahn Jones, LLC
Counsel for Plaintiff
N16W23233 Stone Ridge Drive
Waukesha, WI 53188

Terry J. Booth
State Bar ID No. 1014691

EXHIBIT A

STATE OF WISCONSIN
CIRCUIT COURT
LACROSSE COUNTY

J.P. MORAN CHASE COMMERCIAL.
MORTGAGE SECURITIES TRUST
2010-C2,

Plaintiff,

v. Case No. 23-CV-016
Money Judgment – 30301

CITY OF LA CROSSE
,

Defendant.

STIPULATION FOR DISMISSAL

IT IS STIPULATED by the parties, through their respective counsel, as follows:

1. This action involves J.P. Morgan Chase Commercial Mortgage Securities Trust 2010-C2 and the City of La Crosse (the "City") assessment of the land and improvements located at 3700 and 3800 State Rd. 16., within the City and identified in the City's records as Tax Parcel No. 17-10315-160 and 17-10315-90 (the "Property").

2. This action shall be dismissed with prejudice on the merits and without costs and fees to any party.

3. The parties have entered into a separate Settlement Agreement resolving, among other things, the claims raised in this action. The Court shall retain jurisdiction and competency over this matter in order to enforce this Stipulation or the Settlement Agreement. Any party may reopen this matter by motion to this Court in the event of a violation or alleged violation of this Stipulation or of the Settlement Agreement.

IT IS FURTHER STIPULATED that an Order to this effect may be entered without further notice to either party.

Dated: _____, 2025.

J.P. Morgan Chase Commercial Mortgage Securities Trust 2010-C2

BY: ROGAHN JONES LLC
N16W23233 Stone Ridge Dr., Suite 270
Waukesha, WI 53188
Electronically signed by Terry J. Booth

Terry J. Booth
State Bar ID No. 1014691

Dated: _____, 2025.

City of La Crosse

BY: Seibel Law Offices LLC
11520 N. Port Washington Road Suite 4
Mequon, WI 53092
Electronically signed by Amy R. Seibel

Amy R. Seibel
State Bar ID No. 1006166

STATE OF WISCONSIN
CIRCUIT COURT
LA CROSSE COUNTY

J.P. MORAN CHASE COMMERCIAL.
MORTGAGE SECURITIES TRUST
2010-C2,

Plaintiff,

v.

Case No. 23-CV-016
Money Judgment - 30301

CITY OF LA CROSSE,

Defendant.

ORDER FOR DISMISSAL

Based upon the Stipulation of the parties filed with the Court,

IT IS HEREBY ORDERED that the above-entitled action, including all claims that were asserted therein, is hereby dismissed in its entirety upon its merits, with prejudice and without costs to any party.

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 25-1354

Caption Resolution approving the amended Settlement Agreement in the case of J.P. Chase Commercial Mortgage Securities Trust and the City of La Crosse, Wisconsin of La Crosse, La Crosse County Circuit Court Case No. 23-CV-016.

Staff/Department Responsible for Legislation

Shannon Neumann, Assessment Office

Requestor of Legislation

Shannon Neumann, Chief City Assessor

Location, if applicable

Parcels at Valley View Mall - 17-10315-090 and 17-10315-160

Summary/Purpose

The purpose of this resolution is to review and approve an amendment to the 2022 Settlement Agreement with J.P. Chase Commercial Mortgage Securities Trust regarding taxation of parcels 17-10315-090 and 17-10315-160. The original 2022 Settlement Agreement was approved during the City Council meeting on February 13, 2025 File ID 25-0239. After the agreement was approved, the opposing counsel requested that the settlement check be issued and dispersed to a party not specified in the original agreement.

The City of La Crosse requested that the settlement agreement be amended to explicitly state the correct payee for the check. This ensures that the payment is issued to the proper person or authority, preventing any potential legal ramifications for the city. The revised agreement clarifies how the payment is to made and to whom it should be issued, as outlined in the amended settlement.

Background

In 2022, parcels 17-10315-090 and 17-10315-160, and parcel 018-03530-000 located in the Town of Medary, were sold together in a foreclosure sale. The assessment Office deemed this sale invalid and referred the matter to Circuit Court. The properties were subsequently sold again in a bank sale. The Assessment Office did not consider this sale to be an arm's-length transaction.

The matter was brought before the Board of Review, and after reviewing the Assessor's recommendations, the Board sided with the property owner and lowered the assessed value based on the sale and appraisal of the combined properties.

Fiscal Impact

$266,887 from reserve fund previously approved. Charge back funds received shall be returned to the reserve fund.

Staff Recommendation

Approval

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1376

Agenda Date: 12/4/2025 **Version:** 1 **Status:** New Business

In Control: Finance & Personnel Committee **File Type:** Resolution

Agenda Number:

Resolution approving the Certificate and Consent to Assign with regard to the property at 101 State Street (The Charmant Hotel).

RESOLUTION

WHEREAS, the developer is selling the property located at 101 State Street and has requested the City execute a Certificate and Consent to Assign.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the attached Certificate and Consent to Assign with regard to the property located at 101 State Street.

BE IT FURTHER RESOLVED that the City staff is hereby authorized to take any and all steps necessary 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: 25-1376

Caption: Resolution approving the Certificate and Consent to Assign with regard to the property at 101 State Street (The Charmant Hotel)

Staff/Department Responsible for Legislation

Legal Department

Requestor of Legislation

Developer for the Charmant Hotel

Location, if applicable

101 State Street

Summary/Purpose

The City entered into a development agreement with Charmant Hotel, LLC in January, 2015. At this time, the Developer intends to sell the property and is asking the City's consent to assign the development agreement. To that end, Developer has requested the City sign a Certificate and Consent to Assign.

Background

See Summary/Purpose.

Fiscal Impact

None

Staff Recommendation

Approve

Certification and Consent to Assignment

Document Title

Document Number

Recording Area

Name and Return Address:
Alan Kesner, Esq.
Michael Best & Friedrich LLP
790 N. Water Street, Suite 2500
Milwaukee, WI 53202

PIN: 17-20008-020

CERTIFICATION AND CONSENT TO ASSIGNMENT

This Certification and Consent to Assignment (this "Certification") is made as of December ___, 2025, by the City of La Crosse, Wisconsin, a Wisconsin municipal corporation with offices located at 400 La Crosse Street, La Crosse, Wisconsin 54601 (the "City").

RECITALS

WHEREAS, the City and The Charmant Hotel, LLC, a Wisconsin limited liability company ("Seller"), entered into that certain Charmant Hotel Development Agreement dated January 5, 2015 (the "Development Agreement"); and

WHEREAS, Seller has entered into a Purchase and Sale Agreement ("PSA") to transfer, assign, and convey to Charmant Real Estate, LLC, a Wisconsin limited liability company ("Purchaser") and assignee of Hendricks Commercial Properties, LLC, a Wisconsin limited liability company under the PSA, all of Seller's rights, titles, and interests in and to the Hotel and Property located at 101 State Street, La Crosse, WI, 54601, which is the subject of the Development Agreement, pursuant to the terms and conditions of the PSA; and

WHEREAS, the sale to Purchaser includes the requirement that the Seller assign all of its right, title, and interest in and to the Development Agreement to Purchaser; and

WHEREAS, in order to accomplish such transfer, the Development Agreement requires that the City provide its written consent to the assignment of the Development Agreement from Seller to Purchaser; and

WHEREAS, the terms of the PSA require the City to certify certain matters as requested by Purchaser.

NOW, THEREFORE, the City hereby certifies and agrees as follows:

CERTIFICATION AND CONSENT

1. **Acknowledgement of Notice and Consent to Assignment**. The City hereby acknowledges that pursuant to Section 2.7.a. of the Development Agreement, Seller has provided the City with written notice of its intent to transfer the property at least forty-five (45) days before the sale, transfer, or conveyance, and hereby consents to the assignment of the Development Agreement from Seller to Purchaser pursuant to Section 8.1 of the Development Agreement. This consent shall be effective upon the closing of the sale of the property described in Exhibit A of the Development Agreement (the "Real Estate") from Seller to Purchaser.

2. **No Default**. The City hereby certifies that, as of the date of this Certification, Seller is not currently in default under the Development Agreement, and no event has occurred which, with the giving of notice or the passage of time, or both, would constitute a default by Seller under the Development Agreement.

The Seller hereby certifies that, as of the date of this Certification, City is not currently in default under the Development Agreement, and no event has occurred which, with the giving of notice or the passage of time, or both, would constitute a default by City under the Development Agreement.

3. **No Deficiency PILOTs**. The City hereby certifies that, as of the date of this Certification, there are no Deficiency PILOTs (as defined in Section 2.6(c) of the Development Agreement) due or payable by Seller.

4. **Termination Date**. The City hereby certifies that the termination date of the Development Agreement is January 5, 2035 or the upon termination of TID #11, whichever is longer, pursuant to Section 8.13 of the Development Agreement.

5. **Contributions and Monetary Obligations**. The City hereby certifies that, as of the date of this Certification, the City has paid all Contributions and satisfied all Monetary Obligations (as those terms are defined in the Development Agreement) that are payable to Seller under the Development Agreement as documented in the attached Exhibit B.

6. **Assignment of Development Agreement.** Purchaser hereby assumes all ongoing and future obligations of the developer to the Development Agreement, including, without limitation, the obligation to an Annual PILOT in the event some or all of the Real Estate becomes tax exempt.

7. **Notices.** Any notice, demand, certificate or other communication under the Development Agreement for the Purchaser will be sent to:

Charmant Real Estate, LLC

c/o Ironworks Asset Management

525 Third Street

Beloit, WI 53511

Attn: Legal Department

8. **Authority to Sign.** The persons signing this Certification on behalf of each of the Parties certify and attest that their respective Articles of Organization, Articles of Incorporation, By Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions and/or other related documents, as applicable, give full and complete authority to bind the Parties, on whose behalf such person is executing this Certification. The Parties assume full responsibility and hold the City harmless for any and all payments made or any other actions taken by the City in reliance upon the above representation.

IN WITNESS WHEREOF, the Parties have executed this Certification and Consent to Assignment as of the date first written above.

CITY OF LA CROSSE, WISCONSIN

By: _____
Name: _____
Title: Mayor

By: _____
Name: _____
Title: City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF LA CROSSE)

This instrument was acknowledged before me on _____, 2025, by _____ as Mayor and _____ as City Clerk of the City of La Crosse, Wisconsin, a Wisconsin municipal corporation, on behalf of the municipal corporation.

(SEAL)

_____
Notary Public, State of Wisconsin
My Commission is permanent

THE CHARMANT HOTEL, LLC

By: _____
Name: _____
Title:

By: _____
Name: _____
Title:

STATE OF WISCONSIN)
) ss
COUNTY OF LA CROSSE)

This instrument was acknowledged before me on _____, 2025, by _____ as _____ and _____ as _____ of the Charmant Hotel, LLC.

(SEAL)

_____
Notary Public, State of Wisconsin
My Commission is permanent

CHARMANT REAL ESTATE, LLC

By: _____
Name: Konya Schuh
Title: Manager and Chairperson of the Board

STATE OF WISCONSIN)
) ss
COUNTY OF ROCK)

This instrument was acknowledged before me on _____, 2025, by _____ as _____ and _____ as _____ of Charmant Real Estate, LLC.

(SEAL)

_____
Notary Public, State of Wisconsin
My Commission is permanent

EXHIBIT B

CHARMANT 2016-2025

Payable		2017	2018	2019	2020	2021
Tax Year		2016	2017	2018	2019	2020
Increment Calculation						
Base Value of Land		127,300.00	127,300.00	127,300.00	127,300.00	127,300.00
Base Value of Improvements		278,500.00	278,500.00	278,500.00	278,500.00	278,500.00
Total		405,800.00	405,800.00	405,800.00	405,800.00	405,800.00
Improvement		9,029,600.00	9,029,600.00	9,029,600.00	9,029,600.00	9,029,600.00
Difference of Improvement over base		8,751,100.00	8,751,100.00	8,751,100.00	8,751,100.00	8,751,100.00
Guarentee value		7,000,000.00	7,000,000.00	7,000,000.00	7,000,000.00	7,000,000.00
Difference of Impv over guaranteed value		**1,751,100.00**	**1,751,100.00**	**1,751,100.00**	**1,751,100.00**	**1,751,100.00**
Mill Rate		0.02910	0.02913	0.02917	0.02565	0.02561
Total Tax Increment		**254,657.01**	**254,919.54**	**255,269.59**	**231,609.24**	**224,095.63**
Cash Grant						
Charmant						
Max. Cap of Payment		150,000.00	150,000.00	150,000.00	150,000.00	150,000.00
85% of Increment		**216,458.46**	**216,681.61**	**216,979.15**	**196,867.85**	**190,481.29**
Lessor of Cap vs. 85%		150,000.00	150,000.00	150,000.00	150,000.00	150,000.00
City						
15% of Tax Increment		**38,198.55**	**38,237.93**	**38,290.44**	**34,741.39**	**33,614.34**
Remaining of Cap to City		66,458.46	66,681.61	66,979.15	46,867.85	40,481.29
Total to City		**104,657.01**	**104,919.54**	**105,269.59**	**81,609.24**	**74,095.63**
Aggregate Cash Grants Unpaid						
	750,000.00	600,000.00	450,000.00	300,000.00	150,000.00	-
Payment Date		**12/8/2017**	**8/31/2018**	**10/16/2019**	**12/23/2020**	**10/28/2021**
Check #		**258094**	**261492**	**266796**	**272329**	**275373**
Date Cleared Bank		**12/18/2017**	**10/1/2018**	**10/25/2019**	**12/29/2020**	**11/3/2021**

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1406

Agenda Date: 12/4/2025 **Version:** 1 **Status:** New Business

In Control: Finance & Personnel Committee **File Type:** Resolution

Agenda Number:

Resolution approving Second Amendment to 333 Front Street Development Agreement.

RESOLUTION

WHEREAS, the Developer for the 333 Front Street Development Agreement has requested that the City approve an amendment to the development agreement before the end of the calendar year.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the attached Second Amendment to 333 Front Street Development Agreement and Rights of First Refusal.

BE IT FURTHER RESOLVED that the City agrees to release the Right of First Refusal for the east parking parcel that currently exists and expires in 2029.

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

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

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: 25-1406

Caption: Resolution approving Second Amendment to 333 Front Street Development Agreement.

Staff/Department Responsible for Legislation

Legal Department

Requestor of Legislation

Developer for 333 Front Street Development Agreement

Location, if applicable

333 Front Street

Summary/Purpose

The City entered into an development agreement on January 21, 2020. Developer is selling and assigning the development agreement to a new developer, 3Realestate, LLC (Emplify Health). This Second Amendment is necessary to effectuate the transfer.

Background

See Summary/Purpose.

Fiscal Impact

Staff Recommendation

Approve

SECOND AMENDMENT TO 333 FRONT STREET DEVELOPMENT AGREEMENT
(333 Front Street)

This Second Amendment dated as of December ___, 2025 (the "**Effective Date**") to 333 Front Street Development Agreement (hereafter "**Second Amendment**") is made by and among the **City of La Crosse**, Wisconsin, a Wisconsin municipal corporation with offices located at 400 La Crosse Street, La Crosse, Wisconsin, 54601 ("**City**"), **333 Front Street, LLC**, a Wisconsin limited liability company, and, **Weber Holdings, LLC**, a Wisconsin limited liability company (collectively, the "**Original Developer"**), and **3RealEstate, LLC**, a Wisconsin limited liability company ("**Purchaser**"), each with offices located at 333 N. Front Street, La Crosse, Wisconsin 54601 (together, "**Parties**").

This space is reserved for recording data

Return to

City Attorney
400 La Crosse Street
La Crosse, WI 54601

Parcel Identification Number/Tax Key Number

See Exhibit A

WITNESSETH:

Whereas, on January 21, 2020, the City and Original Developer entered into that certain 333 Front Street Development Agreement which was recorded on March 3, 2020 with the La Crosse County Register of Deeds as Document Number 1741792 (the "**Original Development Agreement**") and which affects that certain "Real Estate" described on Exhibit A, attached hereto and incorporated herein;

Whereas, due to the COVID pandemic, the City provided to Original Developer a certain Notice of Extension under the power of Section 8.6 of the Original Development Agreement (the "**First Notice of Extension**") extending the termination option date in Section 5.3 of the Original Development Agreement (the "**Termination Option**") from June 30, 2020 to September 30, 2020 by the action of the Mayor;

Whereas, due to the continuation of the COVID pandemic, the Original Developer provided a certain Notice of Extension Under Force Majeure Provisions of the Original Development Agreement to the City dated [_____] (the "**Second Notice of Extension**"), extending the Termination Option from September 30, 2020 to December 29, 2020;

Whereas, on December 16, 2020, the City and the Original Developer entered into the First Amendment to the 333 Front Street Development Agreement which was recorded with the La Crosse County Register of Deeds as Document Number 1762837 (the "**First Amendment**") which extended the Termination Option to June 30, 2023, and made other amendments, and the First Amendment remains in full force and effect as amended hereby;

Whereas, the Original Development Agreement, as amended by the First Notice of Extension, the Second Notice of Extension, and the First Amendment, are herein together called the "**Development Agreement**;"

Whereas, on December 31, 2020, as anticipated at the time of the First Amendment, the Original Developer sold a minority tenant-in-common interest owned by the Original Developer in the Real Estate, by deeding to Purchaser a Forty-Nine Percent (49%) tenancy-in-common interest in the Real Estate and entered into the Amended and Restated Tenancy in Common Agreement among the Original Developer and Purchaser, which such transaction also resulted in Purchaser acquiring a proportionate share of any payments owed from the City under the Development Agreement, and a proportionate share of all responsibilities for any payments to the City under the Development Agreement (the foregoing collectively, the "**First Sale**"); Donald Weber, the sole owner of the Original Developer, maintained a majority interest in the Real Estate;

Whereas, Purchaser and Original Developer have entered into that certain Real Estate Purchase Agreement dated September 24, 2025, and the First Amendment to Real Estate Purchase Agreement, dated November 10, 2025 (Collectively, the "**REPA**"), wherein, as of the Closing Date (as defined in the REPA), now expected on or before December 22, 2025, Purchaser is to purchase the balance of the tenancy-in-common interest in the Real Estate from Original Developer, and to terminate all interests of Original Developer in the Real Estate;

Whereas, the REPA provides that Purchaser will assume all obligations of the Developer in relation to the Project, as described in the Development Agreement, and will cause the Original Developer to be released from all unsatisfied obligations described in the Development Agreement;

Whereas, the Development Agreement provided in Exhibit B, that the "Project" was the purchase of the Real Estate, and putting the Real Estate back into taxable use, which was timely and satisfactorily completed;

Whereas, Exhibit B to the Development Agreement provided, under "Description of the Project," that Original Developer intended to complete certain repairs to the building on the Real Estate, with a cost of Total Repairs of $1,187,000. Original Developer timely completed substantial improvements to the Property as required by the Development Agreement ("Substantial Completion" as defined in the Development Agreement), and has provided the City with evidence confirming such improvements, including: (1) re-roofing in the amount of $580,000; (2) caulking in the amount of $531,000; (3) installing new boilers in the amount of $318,000; and (4) installing new chillers in the amount of $833,000, with a total cost of $2,262,000 ("**Total Repair Cost**"), to refurbish and renovate the then underused Real Estate into a multi-tenant office building with other mixed use improvements, and to purchase and put the Real Estate back on the tax rolls, from its prior exempt status, with a purchase price of $11,000,000, which is defined as the "Project" in the Development Agreement;

Whereas, the Parties agree that the purchase of the Real Estate for $11,000,000, re-roofing, caulking, boiler and chiller improvements satisfied the definition of and purpose for the Project, and the completion of the same constitutes Substantial Completion of the Project. The Parties agree that the "pavement replacement and repair" line item originally listed in Exhibit B to the Development Agreement was determined not to be an immediate need and shall no longer be required under the Development Agreement;

Whereas, the City acknowledges that the Original Developer's purchase of the Real Estate, and incurring the Total Repair Cost, constitutes completion of the requirements to purchase the Real Estate and perform the Project, all of which occurred prior to the deadline date of December 31, 2023;

Whereas, the Original Developer has provided evidence to the City that the Original Developer has incurred more than $11,000,000 for the purchase of the Real Estate and for the Total Repair Costs, therefore meeting the requirement of the Guaranty of Minimum Construction Costs under Section 2.2(c) of the Development Agreement;

Whereas, pursuant to the Original Development Agreement, the City agreed to a Monetary Obligation of $1,100,000, being approximately the total of the anticipated Total Repairs described in Exhibit B of the Development Agreement;

Whereas, the Original Developer determined not to exercise its right to terminate the Development Agreement under the provisions of Article V of the Original Development Agreement;

Whereas, the Parties wish to set forth in this Second Amendment their respective commitments, understandings, rights and obligations relating to the Development Agreement as of the Effective Date; and

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

1. **Section 1.3(g).** The City confirms that all requirements of Section 1.3(g) of the Development Agreement, "Conditions," have been completed and/or are currently in compliance.

2. **Section 1.3(i).** In Section 1.3(i) of the Development Agreement, the definition of "Project" is modified to incorporate "the purchase of the previously tax-exempt Real Estate described in Exhibit A, and the improvements thereon, at a price of $11,000,000" and the referenced Exhibit B is amended as described below.

3. **Section 1.3(n).** The City acknowledges that Substantial Completion of the Project, as defined in Section 1.3(n) of the Development Agreement, has been timely completed prior to the deadline set in the Development Agreement.

4. **Sections 2.1, 2.2, 2.3, 2.4, and 2.5.** The City acknowledges that the Original Developer has met the obligations in Sections 2.1, 2.2, 2.3, 2.4 and 2.5, including, with respect to Section 2.2(c) of the Development Agreement, meeting the requirement for the Guaranty of Minimum Construction Costs.

5. **Section 3.2.** This document shall serve as the "Certificate of Completion" required in Section 3.2 of the Development Agreement.

6. **Exhibit B.** Exhibit B is amended by removing "Pavement replacement and repair $424,000" from the list of total repairs, and adding instead, the costs of re-roofing, boilers and chillers as described above, and as shown on the modified Exhibit B attached hereto.

7. **Project Completion.** The City acknowledges that construction of the Project has been satisfactorily completed in accordance with the Development Agreement and that all related obligations have been fulfilled as of the date hereof. The City further acknowledges that, since the Project is completed, there is no need to prepare a Master Plan, Project Cost Breakdown or Construction Schedule (each as defined in the Original Development Agreement) for the Real Estate, and that all references to such are deleted.

8. Compliance with Ongoing Developer Obligations. The City acknowledges and agrees that the Original Developer and the Property are not in default of any obligation under the Development Agreement as of the date hereof, and any prior default under the Development Agreement, if any, is waived by the City. All ongoing obligations of the Development Agreement that survive completion of the Project shall remain in full force and effect and shall be binding on the Purchaser and its successors and assigns as of the dated hereof.

9. Transfer of Ownership, Notice. The City hereby waives any notice requirements with respect to the First Sale that may exist or have existed under any agreement and for purposes of clarity consents to the First Sale effective as of the date of the First Sale. The City further acknowledges and consents to the transfer of the balance of the tenancy-in-common interest in the Real Estate to Purchaser, and the assignment and assumption of the obligations under the Development Agreement by Purchaser. In addition, the City hereby acknowledges that good and sufficient notice of said transfer has been received as to the requirement that Original Developer provide at least forty-five (45) days' notice before the sale, transfer or conveyance of the Real Estate as required by Section 2.7.a. of the Development Agreement, assignment of the Project and Real Estate as required by Section 6.13. a. of the Development Agreement, and assignment of rights and obligations as required by Section 8.1. of the Development Agreement.

10. Assignment of Development Agreement. Purchaser hereby assumes all ongoing and future obligations of the Developer to the City as described in the Development Agreement, effective the later of the date of recording this Second Amendment or the date of recording the Deed from Original Developer to Purchaser, of all of the interests in the Real Estate, and that it will privately allocate between Original Developer and Purchaser, the amounts due or payable under the 2024 and 2025 payments thereunder. City hereby releases Original Developer, and all guarantors related to Original Developer, from all obligations under the Development Agreement. Original Developer confirms that it has assigned its obligations and benefits, including the remainder of the City's Monetary Obligation, pursuant to the terms and conditions of the Development Agreement, to Purchaser. Purchaser hereby agrees to be bound by the terms of the Development Agreement.

11. Right of First Refusal. The City confirms that the provisions of the document titled "Right of First Refusal East Parking Parcel" by and among Weber Holdings, LLC, 333 Front Street, LLC, and the City of La Crosse, Wisconsin, recorded as Doc. No. 1738399 on December 23, 2019 in the La Crosse County Register of Deeds (the "**Right of First Refusal**") does not apply to this transaction and are not triggered by this transaction nor any contemplated action by or among the Parties to this Agreement, because both the East Parking Parcel and the West Building Parcel are being transferred together to Purchaser. Purchaser hereby assumes all further obligations under the Right of First Refusal. By this document, the City releases Original Developer and any related parties from any further obligations under the Right of First Refusal.

12. Release. City acknowledges that the City and the Economic and Community Development Commission (formerly known as the Economic Development Commission) have received satisfactory written evidence of Purchaser's assignment and Purchaser's agreement to be bound by the terms of the Development Agreement. The City therefore expressly hereby releases Original Developer, and its members from any and all obligations as Developer under the terms of the Development Agreement.

13. No Default. City acknowledges that Original Developer is not presently in default regarding any provision of the Development Agreement, as of the date of signing of this Second Amendment. The invoice from the City, Invoice Number 204689 dated 09/19/2025 for a Deficiency PILOT payment from

developer payable on September 29, 2025, will be paid within thirty (30) days of the date this Second Amendment is recorded in the office of the Register of Deeds of La Crosse County, Wisconsin. Notwithstanding the foregoing, payment of such invoice shall not constitute agreement that the invoice accurately calculates the amount due for a Deficiency PILOT, and the parties hereto expressly reserve all rights to challenge the calculation, method of calculation, interpretation of the Development Agreement, and all matters related to the Deficiency PILOT for any subsequent years. No party may rely upon or utilize the payment of Invoice Number 204689 as evidence of agreement or acquiescence as to any matter contained therein or related thereto, nor shall payment be evidence thereof.

The Original Developer and Purchaser acknowledge and agree that the City is not in default of any obligation under the Development Agreement as of the date hereof, and any prior default under the Development Agreement, if any, is waived.

14. Tax Guarantee and Deficiency PILOT. Commencing January 1, 2025, Sections 2.6(b) and (c) of the Development Agreement are deleted and replaced with the following language:

b. Guarantee. As an additional inducement and in consideration for the City entering into this Agreement, Developer guarantees faithful performance and compliance with all the terms, covenants, conditions and obligations to be kept and performed by Developer contained in this Agreement, including, without limitation, the obligation that the Project shall have an assessed value of not less than nine million seven hundred thousand dollars ($9,700,000.00) beginning in tax year 2025 and for a period of nineteen (19) years or the life of TID #17, whichever is longer. Developer agrees that this minimum assessed value on the Project shall remain a lien on the Real Estate and shall run with the land for a period of nineteen (19) years or the life of TID #17, whichever is longer.

c. Deficiency PILOT. In the event the assessed value of the Project is less than nine million seven hundred thousand dollars ($9,700,000.00) as of January 1, 2025 or for any tax year thereafter for a period of nineteen (19) years or the life of TID #17, whichever is longer, then Developer or the then current owner, or its successors or assigns agrees to pay a Deficiency PILOT to the City within sixty (60) days of receipt. Said Deficiency PILOT shall be calculated by first determining the difference between the guaranteed assessed value of the Project as provided in Section 2.6(b) of this Agreement less the actual assessed value of the Project for the tax year at issue, and multiply said difference by the total tax rate of all taxing jurisdictions as shown on tax bills issued to taxpayers in the City. This requirement shall be a lien running with the land for a period of nineteen (19) years or the life of TID #17, whichever is longer.

15. Waiver. City and Original Developer hereby each waive their Conditions Precedent in Article IV and Article V, in order to make the Development Agreement fully effective.

16. Recording. This Second Amendment, and, if required, a Memorandum thereof, shall be recorded in the office of the Register of Deeds of La Crosse County, Wisconsin.

17. Other Provisions. Except as described herein, all other terms, conditions, covenants and promises of the Development Agreement and all exhibits thereto shall remain unchanged and in full force and effect.

18. Execution of Amendment. Purchaser and Original Developer shall sign, execute and deliver this Second Amendment to the City on or before the close of regular City Hall business hours not

more than ten (10) days after its final adoption by the City. Purchaser's and Original Developer's failures to sign, execute and cause this Second Amendment to be received by the City within said time period shall render the Second Amendment null and void, unless otherwise authorized by the City. After Purchaser and Original Developer have signed, executed and delivered the Second Amendment, the City shall sign and execute the Second Amendment.

19. Effective Date. This Second Amendment shall become effective on the date of the closing of the sale transaction between Purchaser and Original Developer.

20. Authority to Sign. The persons signing this Second Amendment on behalf of each of the Parties certify and attest that their respective Articles of Organization, Articles of Incorporation, By Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions and/or other related documents, as applicable, give full and complete authority to bind the Parties, on whose behalf such person is executing this Second Amendment. The Parties assume full responsibility and hold the City harmless for any and all payments made or any other actions taken by the City in reliance upon the above representation.

21. 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 Stated Postal Service, postage prepaid, certified, return receipt requested; or (c) one (1) business day after deposit with a national 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, Wisconsin 54601
With a Copy to :	Attn: City Attorney City of La Crosse 400 La Crosse Street La Crosse, Wisconsin 54601
To the Original Developer:	Attn: Nicholas Weber Weber Holdings, LLC 232 N. Front Street, Suite 202 La Crosse, Wisconsin 54601
With a copy to:	Nancy Leary Haggerty Michael, Best & Friedrich, LLP 790 N. Water Street Suite 2500 Milwaukee, WI 53202
To the Purchaser:	3RealEstate, LLC 1900 South Avenue Mail Stop: FS6-004 La Crosse, WI 54601 Attn: Dan Lilly

With a Copy to: Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, Wisconsin 53202
Attn: Adam Finkel

***

IN WITNESS WHEREOF, the Parties to this Second Amendment have caused this instrument to be signed and sealed by duly authorized representatives of Original Developer and the City this ___ day of _____, 2025.

ORIGINAL DEVELOPER:

333 Front Street, LLC,
a Wisconsin limited liability company

BY:_____
Donald J. Weber, Manager

Weber Holdings, LLC,
a Wisconsin limited liability company

By: _____
Donald J. Weber, Manager

STATE OF WISCONSIN)
) ss.
LA CROSSE COUNTY)

Personally came before me this ____ day of ____, 2025, the above-named Donald J. Weber, as Manager of both Weber Holdings, LLC and 333 Front Street, LLC, together being the Original Developer, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public - State of Wisconsin
My Commission _____

PURCHASER:

3REALESTATE, LLC,
a Wisconsin limited liability company

By: Gundersen Lutheran Administrative Services, Inc.,
a Wisconsin corporation,
its sole member

BY:_____
Scott W. Rathgaber, Chief Executive Officer

STATE OF WISCONSIN)
) ss.
LA CROSSE COUNTY)

Personally came before me this ____ day of ____, 2025, the above-named Scott W. Rathgaber, as Chief Executive Officer of Gundersen Lutheran Administrative Services, Inc., being one of the Developers, as 3RealEstate, LLC's sole member, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public - State of Wisconsin
My Commission _____

CITY OF LA CROSSE, WISCONSIN: (SEAL)

_____
Shaundel Washington-Spivey, Mayor

Countersigned:

_____
Nikki Elsen, City Clerk

STATE OF WISCONSIN)
) ss.
LA CROSSE COUNTY)

Personally came before me this _____ day of ____, 2025, the above named Shaundel Washington-Spivey, Mayor, and Nikki Elsen, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same,

_____
Notary Public - State of Wisconsin
My Commission _____

Approved as to form and execution

_____
Stephen Matty, City Attorney

Exhibit A
Legal Description of Real Estate and Tax Parcel Numbers

The "Real Estate" shall be described as follows:

The "Real Estate" is comprised of two properties: the "East Parking Parcel" defined below, east of Front Street, and the "West Building Parcel" west of Front Street.

The "East Parking Parcel" shall be defined as follows:

Lot 7 and Out lot 1, Certified Survey Map filed January 19, 1999 in Volume 8, Page 124, Document No. 1218452, being a part of Blocks 3 & 4 of River Addition and part of Government Lot 2, and part of Government Lot 3, Section thirty-one (31), Township sixteen (16) North, Range seven (7) West, City and County of La Crosse, State of Wisconsin; and

Lot 8, Certified Survey Map filed January 19, 1999 in Volume 8, Page 123, Document No. 1218451, being a part of Government Lot 3, Section thirty-one (31), Township sixteen (16) North, Range seven (7) West, City and County of La Crosse, State of Wisconsin.

The "West Building Parcel" shall be defined as follows:

Lot 5, Certified Survey Map filed January 19, 1999 in Volume 8 Page 124, Document No. 1218452, being a part of Blocks 3 & 4 of River Addition and part of Government Lot 2, and part of Government Lot 3, Section thirty-one (31), Township sixteen (16) North, Range seven (7) West EXCEPT that portion of said Lot 5 conveyed to the City of La Crosse, Wisconsin, a Wisconsin municipal corporation in quit claim deed recorded April 6, 2016 at Document No. 1672286, said EXCEPTED PORTION being more particularly described as follows:

Beginning at the southwest corner of said Lot 5, thence the next 2 calls along the west line of said Lot 5 (1) n 05˚ 25'01"e 105.68 feet (2) n 09˚ 17' 32" w 33.79 feet thence s 33˚ 46' 50" e 66.62 feet to the beginning of a 224.00 foot radius curve concave to the west; thence 128.99 feet along the arc of said curve, the chord of which bears s 17˚17'03" e 127.21 feet to the south line of said Lot 5; thence along said south line n 64˚ 15'05" w 88.10 feet to the Point of Beginning. City and County of La Crosse, State of Wisconsin.

Parcel Identification Numbers: 17-20280-070 and 17-20280-090

Exhibit B
Description of the Project

The "Project" shall be defined as the purchase of the previously tax-exempt Real Estate and the improvements thereon, at a price of $11,000,000 (plus land east of Front Street) from CenturyTel, and putting the Real Estate back into taxable use.

The following repairs were completed prior to December 31,2023:

- Re-roofing upper flat roofs of the building $580,000
- Caulking $531,000
- Boilers $318,000
- Chillers $833,000
- **Total Repairs** **$2,262,000**

Document Number	**RIGHT OF FIRST REFUSAL EAST PARKING PARCEL** Document Title

Recording Area

Drafted by, Name and Return Address:
City Attorney
400 La Crosse Street
La Crosse, WI 54601

PIN:See Exhibit A

This Agreement is made and entered into on this _____ day of December, 2025, by and between, **3RealEstate, LLC ("Grantor")** and **The City of La Crosse, Wisconsin**, ("**Grantee**").

In consideration of the payment of One Dollar ($1.00) and other good and valuable consideration from Grantee to Grantor, the receipt of which is hereby acknowledged, including the execution by Grantee and others, of the Second Amendment to the 333 Front Street Development Agreement, the parties agree as follows:

1. Right of first refusal. Grantor grants to Grantee a right of first refusal, on the terms contained herein, for the purchase of the real property located in the City of La Crosse, County of La Crosse, State of Wisconsin, more particularly described as the East Parking Parcel in **Exhibit A,** attached hereto and incorporated herein by this reference (the "**East Parking Parcel**"). Grantor and Grantee agree that if Grantor receives a bona fide written offer from an unrelated third party (an "**Offer**"), for the purchase of all or any part of the East Parking Parcel, which Offer Grantor is willing to accept, Grantor will deliver to Grantee a written notice thereof, (a "**Sale Notice**"), and will send Grantee a copy of the proposed contract of sale to such third party (or summary of the material financial terms thereof). Grantee shall have the right for a period of 30 days after the receipt of such Sale Notice (the "**Response Period**"), to enter into a contract for the sale of the East Parking Parcel at the same price and on the same terms as contained in the proposed contract of sale to the third party (a "**Purchase Election**"), which right of Grantee shall be paramount to the rights of the third party. If Grantee fails to exercise any such preemptive right within the Response Period or fails to close upon the purchase of the East Parking Parcel pursuant to the terms of the Purchase Election, then Grantor shall be able to enter into a contract for the sale of the East Parking Parcel with the third party on the material terms identified in the Sale Notice, and this Right of First Refusal shall terminate. As used herein, the term "third party" shall mean a person or entity which is not related to, affiliated with, or under control by or common control with, Grantor, or any parent or subsidiary thereof.

2. Term of right of first refusal. This right of first refusal shall continue in effect until the earlier of (i) the conveyance of the East Parking Parcel in fee simple to either Grantee or to a third party pursuant to the right of first refusal described above, or (ii) December 17, 2045 (the "**Termination Date**"). If the East Parking Parcel is not conveyed in fee simple to Grantee or to a third party pursuant to the right of first refusal described above, this right of first refusal shall expire after the Termination Date. Upon the termination of this right of first refusal, either by a conveyance of the East Parking Parcel or by expiration of time, Grantee shall deliver to Grantor a signed and acknowledged document stating this right of first refusal has terminated

and that Grantee expressly relinquishes all rights created under this right of first refusal.

3. Other conveyances. Notwithstanding anything to the contrary contained herein, an "Offer" subject to this right of first refusal shall not include the following, which shall be expressly permitted without any obligation to notify the Grantee, or grant any right to purchase:

(a) Any transfer by whatever means between, to, or among any party or parties that are affiliates of, affiliated with, comprised of, parents or subsidiaries of, or successors to Bellin Gundersen Health System, Inc. and/or Emplify Health;"

(b) Any sale or transfer by whatever means, of any part of the East Parking Parcel to the Grantee, to the Redevelopment Authority, the County of La Crosse, including in connection with any road widening or road or utility work, or easement relocation, or as an exchange of land with any of them for other easement or road rights;

(c) Any sale or other transfer of all or part of Outlot 1, (which is part of the East Parking Parcel), to the Grantee or the Redevelopment Authority or other governmental entity; or

(d) Any transfer of the ownership of the East Parking Parcel by foreclosure or condemnation.

It is emphasized that in the case of any transaction that is not an Offer as defined herein, the Grantee shall have no right of first refusal, or rights of notice, and Grantee agrees to provide, within 5 business days of request, a confirmation that there is no right of first refusal on such transaction. Further, Grantee hereby irrevocably appoints Grantor as attorney-in-fact for Grantee with full power and authority to execute and deliver in the name of Grantee any such instrument if Grantee fails to execute and deliver the same within the time period as aforesaid.

4. Grantor's right to encumber and lease. Notwithstanding anything to the contrary contained in this agreement, Grantor shall have the right during the term of this right of first refusal to mortgage or otherwise encumber the East Parking Parcel and to grant leases for and easements on, all or parts of the East Parking Parcel.

5. No assignment by Grantee. Unless Grantor gives written consent, Grantee shall not assign its rights under this right of first refusal agreement. Any direct or indirect assignment of Grantee's rights under this agreement shall automatically terminate this right of first refusal and all of Grantee's rights hereunder.

6. Recording. This agreement shall be executed in recordable form, and if Grantee elects, may be recorded at Grantee's expense with the La Crosse County Register of Deeds.

7. Binding effect. This right of first refusal shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns, except as otherwise provided herein.

8. Headings. The headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions.

9. Governing law. This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

10. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

11. Entire agreement. This agreement supersedes all prior agreements between the parties with regard to the subject matter hereof, and there are no other understandings or agreements between them. This agreement can only be modified by a written instrument signed by both Grantor and Grantee.

12. Notices and correspondence, All notices and correspondence shall be sent by certified mail, return receipt, to the parties hereto and the following addresses:

If to Grantor, to:
Attn: Dan Lilly
3RealEstate, LLC
1900 South Avenue
Mail Stop: FS6-004
La Crosse, WI 54601

With a copy to:
Attn: Adam Finkel
Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53202

If to Grantee, to:
City Attorney
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

Either party may change the above address by sending a certified letter, return receipt requested, to the other party setting forth such changed address.

***

The parties hereto have executed and delivered this agreement the day and year first above written.

Grantor:
3RealEstate, LLC

By: Gundersen Lutheran Administrative Services, Inc., a Wisconsin corporation, its sole member

By:_____
Scott W. Rathgaber, CEO

STATE OF WISCONSIN)
) SS.
COUNTY OF LA CROSSE)

Personally came before me this ____ day of December , 2025, the above-named Scott W. Rathgaber, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My commission:_____

THE CITY OF LA CROSSE

By: _____
Shaundel Washington-Spivey, Mayor

By: _____
Nikki Elsen, City Clerk

STATE OF WISCONSIN)
) SS.
COUNTY OF LA CROSSE)

Personally came before me this ____ day of December, 2025, the above-named Shaundel Washington-Spivey, as Mayor, and Nikki Elsen, as City Clerk, of the City of La Crosse, to me known to be the persons who executed the foregoing instrument and acknowledged same.

_____
Notary Public, State of Wisconsin
My commission:_____

EXHIBIT A
Legal Description of East Parking Parcel

The "East Parking Parcel" shall be defined as follows:

Lot 7 and Out Lot 1, Certified Survey Map filed January 19, 1999 in Volume 8, Page 124, Document No. 1218452, being a part of Blocks 3 & 4 of River Addition and part of Government Lot 2, and part of Government Lot 3, Section thirty-one (31), Township sixteen (16) North, Range seven (7) West, City and County of La Crosse, State of Wisconsin; and

Lot 8, Certified Survey Map filed January 19, 1999 in Volume 8, Page 123, Document No. 1218451, being a part of Government Lot 3, Section thirty-one (31), Township sixteen (16) North, Range seven (7) West, City and County of La Crosse, State of Wisconsin.

Tax Key No.: 17-20280-090.

Document Number	**RIGHT OF FIRST REFUSAL** **WEST BUILDING PARCEL** Document Title

Recording Area

Drafted by, Name and Return Address:
City Attorney
400 La Crosse Street
La Crosse, WI 54601

PIN:See Exhibit A

This Agreement is made and entered into on this _____ day of December, 2025, by and between, **3RealEstate, LLC ("Grantor")** and **The City of La Crosse, Wisconsin**, ("**Grantee**").

In consideration of the payment of One Dollar ($1.00) and other good and valuable consideration from Grantee to Grantor, the receipt of which is hereby acknowledged, including the execution by Grantee and others, of the Second Amendment to the 333 Front Street Development Agreement, the parties agree as follows:

1. Right of first refusal. Grantor grants to Grantee a right of first refusal, on the terms contained herein, for the purchase of the real property located in the City of La Crosse, County of La Crosse, State of Wisconsin, more particularly described as the West Building Parcel in **Exhibit A,** attached hereto and incorporated herein by this reference (the "**West Building Parcel**"). Grantor and Grantee agree that if Grantor receives a bona fide written offer from an unrelated third party (an "**Offer**"), for the purchase of all or any part of the West Building Parcel, which Offer Grantor is willing to accept, Grantor will deliver to Grantee a written notice thereof, (a "**Sale Notice**"), and will send Grantee a copy of the proposed contract of sale to such third party (or summary of the material financial terms thereof). Grantee shall have the right for a period of 30 days after the receipt of such Sale Notice (the "**Response Period**"), to enter into a contract for the sale of the West Building Parcel at the same price and on the same terms as contained in the proposed contract of sale to the third party (a "**Purchase Election**"), which right of Grantee shall be paramount to the rights of the third party. If Grantee fails to exercise any such preemptive right within the Response Period or fails to close upon the purchase of the West Building Parcel pursuant to the terms of the Purchase Election, then Grantor shall be able to enter into a contract for the sale of the West Building Parcel with the third party on the material terms identified in the Sale Notice, and this Right of First Refusal shall terminate. As used herein, the term "third party" shall mean a person or entity which is not related to, affiliated with, or under control by or common control with, Grantor, or any parent or subsidiary thereof.

2. Term of right of first refusal. This right of first refusal shall continue in effect until the earlier of (i) the conveyance of the West Building Parcel in fee simple to either Grantee or to a third party pursuant to the right of first refusal described above, or (ii) December 17, 2045 (the "**Termination Date**"). If the West Building Parcel is not conveyed in fee simple to Grantee or to a third party pursuant to the right of first refusal described above, this right of first refusal shall expire after the Termination Date. Upon the termination of this right of first refusal,

either by a conveyance of the West Building Parcel or by expiration of time, Grantee shall deliver to Grantor a signed and acknowledged document stating this right of first refusal has terminated and that Grantee expressly relinquishes all rights created under this right of first refusal.

3. Other conveyances. Notwithstanding anything to the contrary contained herein, an "Offer" subject to this right of first refusal shall not include the following, which shall be expressly permitted without any obligation to notify the Grantee, or grant any right to purchase:

(a) Any transfer by whatever means between, to, or among any party or parties that are affiliates of, affiliated with, comprised of, parents or subsidiaries of, or successors to Bellin Gundersen Health System, Inc. and/or Emplify Health;"

(b) Any sale or transfer by whatever means, of any part of the West Building Parcel to the Grantee, to the Redevelopment Authority, the County of La Crosse, including in connection with any road widening or road or utility work, or easement relocation, or as an exchange of land with any of them for other easement or road rights; or

(c) Any transfer of the ownership of the West Building Parcel by foreclosure or condemnation.

It is emphasized that in the case of any transaction that is not an Offer as defined herein, the Grantee shall have no right of first refusal, or rights of notice, and Grantee agrees to provide, within 5 business days of request, a confirmation that there is no right of first refusal on such transaction. Further, Grantee hereby irrevocably appoints Grantor as attorney-in-fact for Grantee with full power and authority to execute and deliver in the name of Grantee any such instrument if Grantee fails to execute and deliver the same within the time period as aforesaid.

4. Grantor's right to encumber and lease. Notwithstanding anything to the contrary contained in this agreement, Grantor shall have the right during the term of this right of first refusal to mortgage or otherwise encumber the West Building Parcel and to grant leases for and easements on, all or parts of the West Building Parcel.

5. No assignment by Grantee. Unless Grantor gives written consent, Grantee shall not assign its rights under this right of first refusal agreement. Any direct or indirect assignment of Grantee's rights under this agreement shall automatically terminate this right of first refusal and all of Grantee's rights hereunder.

6. Recording. This agreement shall be executed in recordable form, and if Grantee elects, may be recorded at Grantee's expense with the La Crosse County Register of Deeds.

7. Binding effect. This right of first refusal shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns, except as otherwise provided herein.

8. Headings. The headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions.

9. Governing law. This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

10. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

11. Entire agreement. This agreement supersedes all prior agreements between the parties with regard to the subject matter hereof, and there are no other understandings or agreements between them. This agreement can only be modified by a written instrument signed by both Grantor and Grantee.

12. Notices and correspondence, All notices and correspondence shall be sent by certified mail, return receipt, to the parties hereto and the following addresses:

If to Grantor, to:
Attn: Dan Lilly
3RealEstate, LLC
1900 South Avenue
Mail Stop: FS6-004
La Crosse, WI 54601

With a copy to:
Attn: Adam Finkel
Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53202

If to Grantee, to:
City Attorney
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

Either party may change the above address by sending a certified letter, return receipt requested, to the other party setting forth such changed address.

***

The parties hereto have executed and delivered this agreement the day and year first above written.

Grantor:
3RealEstate, LLC

By: Gundersen Lutheran Administrative Services, Inc., a Wisconsin corporation, its sole member

By:_____
Scott W. Rathgaber, CEO

STATE OF WISCONSIN)
) SS.
COUNTY OF LA CROSSE)

Personally came before me this ____ day of December , 2025, the above-named Scott W. Rathgaber, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My commission:_____

THE CITY OF LA CROSSE

By: _____
Shaundel Washington-Spivey, Mayor

By: _____
Nikki Elsen, City Clerk

STATE OF WISCONSIN)
) SS.
COUNTY OF LA CROSSE)

Personally came before me this ____ day of December, 2025, the above-named Shaundel Washington-Spivey, as Mayor, and Nikki Elsen, as City Clerk, of the City of La Crosse, to me known to be the persons who executed the foregoing instrument and acknowledged same.

_____
Notary Public, State of Wisconsin
My commission:_____

EXHIBIT A
Legal Description of West Building Parcel

The "West Building Parcel" shall be defined as follows:

> Lot 5, Certified Survey Map filed January 19, 1999 in Volume 8 Page 124, Document No. 1218452, being a part of Blocks 3 & 4 of River Addition and part of Government Lot 2, and part of Government Lot 3, Section thirty-one (31), Township sixteen (16) North, Range seven (7) West EXCEPT that portion of said Lot 5 conveyed to the City of La Crosse, Wisconsin, a Wisconsin municipal corporation in quit claim deed recorded April 6, 2016 at Document No. 1672286, said EXCEPTED PORTION being more particularly described as follows:
>
> Beginning at the southwest corner of said Lot 5, thence the next 2 calls along the west line of said Lot 5: (1) n 05° 25' 01"e 105.68 feet; (2) n 09° 17' 32" w 33.79 feet; thence s 33° 46' 50" e 66.62 feet to the beginning of a 224.00 foot radius curve, concave to the west; thence 128.99 feet along the arc of said curve, the chord of which bears s 17° 17' 03" e 127.21 feet to the south line of said Lot 5; thence along said south line n 64° 15' 05" w 88.10 feet to the Point of Beginning, City and County of La Crosse, State of Wisconsin.

Tax Key No.: 17-20280-070.

OFFICE OF THE MAYOR
LA CROSSE

25-1406

December 3, 2025

I hereby approve the submitting of the attached Legislation "Resolution approving Second Amendment to 333 Front Street Development Agreement" to be considered at the Finance & Personnel Committee meeting. This approval is given due to the time element necessitating consideration of the attached Legislation at the earliest possible date.

Mayor Shaundel

400 La Crosse Street * La Crosse, WI 54601 * Phone (608) 789-7500 * washingtonspiveys@cityoflacrosse.org * www.cityoflacrosse.org

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0001

Agenda Date: 12/4/2025 **Version:** 1 **Status:** Agenda Ready

In Control: Finance & Personnel Committee **File Type:** Status Update