City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final-revised

Finance & Personnel Committee

Thursday, September 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:

UNFINISHED BUSINESS

25-0809 Resolution approving mobile home leases for residents at Rivercrest Drive North.*(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

Referred from the August 2025 meetings.

NEW BUSINESS

25-0926 Resolution authorizing the Mayor and City Clerk to sign State/Municipal Agreement for the Citywide Traffic Implementation utilizing the Signal and ITS Standalone Program (Project I.D.s #3700-11-64).

Sponsors: Bedford

25-0927 Resolution authorizing the Mayor and City Clerk to sign State/Municipal Agreement for the Citywide Traffic Implementation utilizing the Signal and ITS Standalone Program (Project I.D.s #3700-11-65) for the installation of PROWAG compliant pedestrian push buttons.

Sponsors: Bedford

25-0928 Resolution authorizing the Mayor and City Clerk to sign State/Municipal Agreement for the Citywide Traffic Implementation utilizing the Signal and ITS Standalone Program (Project I.D.s #3700-11-66) to replace Emergency vehicle preemption (EVP) at 42 intersections on connecting highway.

Sponsors: Washington-Spivey

25-0972 Resolution approving a twenty-year lease extension with J.F. Brennan Company Inc., for the property located at 300 St Cloud St. and a portion of the property located at 2002 Marco Dr.

Sponsors: Newberry

25-0984 Resolution approving Green Island Tennis Complex Use Agreement between the City of La Crosse and the Coulee Region Tennis Association.

Sponsors: Trost

25-0990 Resolution appropriating Utility funds for utility design as part of the WisDOT reconstruction project 7575-09-01, STH 16 (La Crosse St) from 7th St to 12th Street.

Sponsors: Washington-Spivey

25-0991 Resolution appropriating additional TID and Utility funds for professional services as part of the Causeway Boulevard reconstruction project, construction administration and inspection.

Sponsors: Washington-Spivey

25-0995 Resolution moving funds from CIP#561 City Hall Plumbing Repairs/Bathroom to CIP#563 City Hall Windows, Air Seal Replacements.

Sponsors: Kahlow

25-0997 Resolution approving Sponsorship Agreement effective September 1, 2025, between Marine Credit Union and the City of La Crosse.

Sponsors: Janssen

25-0998 Resolution authorizing the use of Capital Improvement Project funding for the Downtown Neighborhood Association Paint and Fix Up Grant Program to include Washburn Neighborhood.

Sponsors: Kahlow

25-1022 Resolution approving transfer of Tax Incremental District 18 funds as a contribution to the Redevelopment Authority for acquisition of property for River Point District.

Sponsors: Janssen

25-1023 Resolution to allocate additional funds, previously encumbered for Pammel Creek Repairs (CIP #168), to MISC-25-002 (Res. 24-1452).

Sponsors: Washington-Spivey

25-1027 Financial Statements with Independent Auditors Report as of December 31, 2024.

25-1028 Resolution approving subordination request by Haven on Main, LLC regarding TIF Development Agreement.

Sponsors: Dickinson

25-1054 Resolution approving a reorganization to the table of positions and classifications for the department of the Mayor.

Sponsors: Washington-Spivey

Short-circuited by Mayor Washington-Spivey on 9/2/2025.

25-1070 Resolution declaring official intent to reimburse expenditures from proceeds of borrowing through the State of Wisconsin Environmental Improvement Fund for the Sanitary Sewer Hagar and Pammel Creek Lift Station upgrade projects.

Sponsors: Washington-Spivey

Short-circuited by Mayor Washington-Spivey on 9/3/2025.

25-1071 Resolution approving agreement with Town of Medary concerning fire protection services. ***(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 on 9/3/2025.

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: 25-0809

Agenda Date: 9/4/2025 **Version:** 1 **Status:** Referred

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

Resolution approving mobile home leases for residents at Rivercrest Drive North.

RESOLUTION

WHEREAS, the City Council enacted Resolution #24-0701 to adopt a one-year lease with Rivercrest Village Partners, and

WHEREAS, after negotiations, Rivercrest Village Partners told the City in January, 2025, that it no longer wants to lease property from the City nor act as landlord for six mobile home residents on Rivercrest Drive North, and

WHEREAS, City staff has worked with and negotiated leases with the mobile home residents, and

WHEREAS, the City's utility staff is making infrastructure improvements to facilitate the residents at the location.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Crosse that it hereby approves the attached leases with Rivercrest Drive North.

BE IT FURTHER RESOLVED that the Legal Department is hereby authorized to evict anyone who does not have a lease at this location.

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

BE IT FURTHER RESOLVED that the Planning and Finance Departments are responsible for the day-to-day administration of these leases and ensuring that the appropriate City Departments and utilities are reimbursed for their costs and expenses.

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: 25-0809

Caption: Resolution approving mobile home leases for residents at Rivercrest Drive North.

Staff/Department Responsible for Legislation

Legal Department

Requestor of Legislation

Legal Department

Location, if applicable

Rivercrest Drive North

Summary/Purpose

This legislation authorizes six mobile homes to continue to reside on City property.

Background

After approximately 28 years, Rivercrest Village Partners no longer desires to rent to six mobile home residents on Rivercrest Drive North. The City previously leased land to Rivercrest Village Partners for this purpose. The City must either decide to enter into individual residential leases or evict the persons. In Resolution #24-0701, the City Council appeared willing to allow residential leases over the short term.

Fiscal Impact

Nominal rental income; one-time utility infrastructure costs; risk of flood and other casualty; administration costs

Staff Recommendation

Approve

LEASE
(4806 Rivercrest Drive North)

This Lease Agreement ("Lease") is between the City of La Crosse ("City"), a municipal corporation located at 400 La Crosse Street, La Crosse, Wisconsin 54601 and the Tenant, as specifically identified below. The City and Tenant will also be referred to as "Party" or "Parties" within the Lease.

For good and valuable consideration, the Parties agree as follows:

1. **Purpose.** For a period of approximately 28 years, a mobile home operator rented land from the City and then sublet the land to Tenant and others. Recently, the mobile operator informed the City that it no longer wanted to rent land from the City, leaving the Tenant and others without a place to reside. The Tenant informed the City that it was unaware the mobile home operator did not own the land and it would a hardship for the Tenant to relocate in the short term. The Tenant requested the ability to continue residing at the Premises for longer than one year. The City does not have any desire to become a residential landlord, yet recognizes the hardship the Tenant is experiencing and does not want the Tenant to become unsheltered. The City is willing to allow the Tenant to continue to reside at the location under certain terms and conditions as provided in this Lease. The Tenant acknowledges that the City's long-term plan for the Premises is to not have any residential use on the property due to the inherent risks to the personal health and safety of Tenant, Tenant's property as well as Tenant's guests.

2. **Parties.** The Landlord to this Lease is the City. The City's primary point of contact for this Lease is the following person:

City Planner, or designee
City Hall, Third Floor
400 La Crosse Street
La Crosse, WI 54601
608-789-7512

The Tenant is identified as the following natural person or persons:

Virginia Kreyer/Rick Warren
4806 Rivercrest Drive North
La Crosse WI 54601

3. **Premises.** The City leases to the Tenant and the Tenant leases from the City the real property more particularly described in the attached **Exhibit A**. This property is commonly referred to as 4806 Rivercrest Drive North.

a. *Use and Occupancy.* Tenant will use the property for residential purposes only as allowed under the City's zoning code. Any non-residential use is prohibited.

b. *Premises in "As-Is" Condition.* City and Tenant acknowledge that the Premises shall be leased to Tenant in an "as-is" condition, except as otherwise provided in this Lease. Tenant acknowledges and affirms that the City has not made, in this Lease or otherwise, any representation or warranty, whatsoever, either express or implied, with respect to the status or condition of the Premises. Tenant further acknowledges and affirms that Tenant has made its own thorough investigations and inspections with respect to the status and condition of the Premises and has found the Premises to be satisfactory to the Tenant in every respect. The Parties will document the current condition of the Premises, and the documentation will be attached to this Lease as **Exhibit D**.

c. *Improvements and Personal Property.* The Parties acknowledge that the Premises which are the subject of this Lease are land only and that all improvements and buildings thereon were constructed by the Tenant or their predecessors in interest. There is no warranty or representation given by the City as to the condition of any improvements or personal property located at the Premises.

d. *Flood Risk.* The Tenant acknowledges and affirms that some or all of the Premises are at risk of flooding on an annual basis. The City has devoted significant resources in an attempt to avoid such risks, but there is no guarantee of safety. Notwithstanding, Tenant has decided to continue to reside at the Premises and assumes all risk to Tenant's personal safety (including death) and personal property as well as the personal safety and personal property of Tenant's guests or family members. Any Tenant, or other person Tenant allows to reside on the Premises, occupying any of the City's property identified in the attached **Exhibit B** must sign and submit an annual notarized waiver of liability in favor of the City as a condition precedent of Tenant's continuing occupation of the Premises. On an annual basis, Tenant will disclose the names of persons Tenant allows to reside on the Premises. The initial disclosure is attached as **Exhibit F**. The waiver shall be a format substantially the same as **Exhibit C**.

e. *Tenant Representation.* Tenant represents and warrants to City on the commencement date of this Lease that the Premises are, to the actual knowledge of the Tenant, in compliance with all applicable State, Federal and local laws, regulations and ordinance and shall remain so throughout the term of the Lease.

f. *No Alterations.* Tenant will not make, or allow others to make, any alterations of the Premises without the advanced written consent of the City. No Tenant alterations will occur without prior submission of written drawings, plans and specifications to the City for the City's review and

consent, which consent may be withheld in the sole and absolute discretion of the City. If advanced written consent of the City to any proposed alterations by the Tenant has been obtained, the Tenant agrees to advise the City in writing of the date upon which such alterations will commence in order to permit the City to pose notice of no responsibility. The Tenant shall keep the Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by the Tenant.

4. **Term.** The term of the Lease commences on February 1, 2025, and shall continue for ten (10) years.

a. *Holdover.* If Tenant holds over and continues to occupy the Premises beyond the term of the Lease, the City, in the absence of proof of greater damages, may recover as minimum damages four (4) times the rental value apportioned on a daily basis for the time the Tenant remains in possession.

b. *Termination for Convenience.* Tenant may terminate this Lease and vacate the Premises upon ninety (90) days advanced written notice to City.

c. *Casualty and Act of God.* Notwithstanding any other provision of this Lease, upon the occurrence of an Act of God or a casualty on the Premises that renders the Premises or mobile home unusable, untenantable, or uninhabitable, the term of this Lease shall immediately change from a ten-year lease tenancy to a year-to-year lease tenancy.

d. *Excessive Repairs.* Notwithstanding any other provision of this Lease, upon the occurrence of the total structural repairs or alterations of the mobile home exceeding fifty percent (50%) of its assessed value during the life of the mobile home, the term of this Lease shall immediately change from a ten-year lease tenancy to a year-to-year lease tenancy. The value of the mobile home will be calculated by the City's Assessor upon signing of this Lease by the Parties and be included as **Exhibit E**. The value of any structural repairs or alterations will be calculated by the City's Chief Building Inspector at the time of the structural repair or alteration.

e. *Replacement of Mobile Home.* Upon the occurrence of a triggering event as described in Sections 3(c) or (d) of this Lease, the Tenant is prohibited from replacing its mobile home on the Premises without the advanced written consent of the City.

5. **Rent and Charges.** Tenant will pay fair market rent to the City. The Tenant's rent may increase on an annual basis as determined by the annual average consumer price index – all urban consumers, as calculated by the United State bureau of labor statistics.

a. *Rent Due.* Tenant will pay the rent due in advance and without demand in the amount of Four Hundred Five Dollars ($405.00) each month. The first amount of Three Thousand Two Hundred Forty Dollars ($3,240.00) accounting for the period commencing February 1, 2025, through September 30, 2025 is due on September 1, 2025. Thereafter, Tenant's rent is due on or before the first (1st) of the month, without any grace period. Tenant shall make payment in person at City Hall, by mailing payment to the address, or online, if the City makes such online service available. Rent is considered paid when it is received by the City.

b. *Late Charges.* When Tenant fails to ensure that rent payments are received by the City in full by 11:59 pm on the fifth (5th) day of the month, Tenant must pay the City immediately and without demand in addition to the unpaid rent the sum of seventy-five dollars ($75.00). Tenant must also pay a charge of thirty-five dollars ($35.00) for each returned check or rejected electronic payment, if applicable, plus a late charge.

c. *Government Charges and Fees.* If the City receives a charge from a governmental entity that results from the creation of a zoning violation, sound, noise, litter, or any nuisance or action created by the Tenant or Tenant's guests, then any such charge will become the Tenant's responsibility to pay. The City will notify the Tenant of any such charge, which will be payable by the Tenant within thirty (30) days of the notice. If the City is required to pay the charge, the Tenant will reimburse the City for any such amounts paid.

6. **Utilities and other Services.** The Tenant is solely responsible for establishing and maintaining its utility and other services it incurs while in possession of the Premises at its own cost and expense. The Tenant will contract directly with the utility or service provider or through another person or entity willing to provide the services. Upon surrender of the Premises, it is the Tenant's responsibility to provide all required notices to utilities and service providers, and to remove Tenant's name from the services. These utilities and services may include, without limitation:

a. *Gas and Electricity.* The City does not provide gas or electrical service at the Premises. Tenant will contract with Xcel Energy (Northern States Power) or a third party at its own cost and expense. Tenant's payment of rent excludes gas and electricity. Tenant has informed the City that Tenant already established a service account with Xcel Energy.

b. *Water and Sewer.* The City provides sewer and water service through its utilities.

Tenant has told the City that Tenant no longer desires to receive water and sewer service from the Rivercrest Village Partners mobile home park entity. As a result, the City's water and sewer utilities must incur additional costs and expenses to make City utility infrastructure available for Tenants. These costs and expenses will be included in Tenant's rent. Tenant also expressly authorizes City utility staff to enter and make alterations to the Premises for this purpose.

Notwithstanding, the City does not provide water and sewer lateral connection services to Tenant's mobile from the City's infrastructure. Rather, Tenant agrees to contract with the appropriate plumber or other service provider, at its own cost and expense, to provide the lateral connection from the City's infrastructure to Tenant's mobile home.

Upon completion of the City's utility infrastructure installation project and the Tenant establishing a lateral connection at its own cost and expense, the Tenant's water and sewer expenses will be included in the Tenant's rent. Prior to the City's utility infrastructure installation project and the Tenant establishing a lateral connection, the City is not responsible for Tenant's water and sewer costs incurred by Tenant's use of the Rivercrest Village Partners mobile home park entity's water and sewer infrastructure.

c. *Phone, Cable, Internet, Satellite, etc.* The City does not provide phone, cable, internet, satellite or other similar service for the Premises. Tenant will contract directly for such services at its own cost and expense. Tenant's payment of rent excludes any such services.

d. *Stormwater.* The Tenant will pay stormwater utility charges to the City's stormwater utility as determined by such utility. Tenant's rent includes payment for any stormwater utility charges.

e. *Trash and Recycling.* The City provides trash and recycling services for single-family residences pursuant to Res. 19-0265. Assuming Tenant is eligible to receive such services under the City's public contract, then the costs and expenses are included with Tenant's rent. If the Tenant is ineligible, then the Tenant will contract separately for such services at its own cost and expense. It is the understanding of the Parties that the Tenant is eligible to receive such services.

f. *Snowplowing, heat, HVAC, plumbing, etc.* The City does not provide any snowplowing, heat, HVAC, plumbing, tree maintenance or other

services to the Premises. The Tenant will obtain such services at its own cost and expense. Tenant's payment of rent excludes such services.

7. **Repairs and Maintenance.** Tenant will not commit waste and will comply with all State, Federal and local laws, regulations and ordinances. Tenant will keep the Premises in good working order and condition as needed for Tenant's specific uses and shall maintain the Premises in a safe and tenantable condition.

a. *Obligations regarding Fixtures, Equipment and Personal Property.* All fixtures, equipment and personal property located on the Premises are owned and maintained by the Tenant. The City has no rights of ownership regarding this property. Tenant shall maintain, repair or replace any fixtures, equipment and personal property deemed necessary by Tenant, at Tenant's sole cost and expense for Tenant's use during the Term of the Lease.

b. *Tenant's Obligations upon Vacating Premises.* Upon termination or expiration of the Lease, Tenant will remove all Tenant-owned fixtures, equipment and personal property at its sole cost and expense. Tenant will bear the costs of cleaning or disposal, which reasonable cleaning or disposal costs may be assessed at the time of surrender. Any such property not removed will be considered abandoned. The City may recover its costs and expenses at all stages of disposal of abandoned property.

8. **Security Deposit.** Tenant must pay a security deposit in the amount of Four Hundred Five Dollars ($405.00), which is due on or before the date the Lease is signed. The City will mail the security deposit refund, less lawful deductions, and an itemized accounting of any deductions as provided in Wis. Stat. § 704.28. The City may withhold from your security deposit for the following: (a) Tenant damage, waste or neglect of the Premises; (b) unpaid rent for which Tenant is legally responsible; (c) any payments which Tenant owes under the Lease for utility service provided by the City but not included in the rent; (d) any payment which Tenant owes for direct utility service provided by a government-owned utility, to the extent that the City is liable for Tenant's nonpayment; (e) any reasons identified in the separate Nonstandard Rental Provisions; and (f) any other reason allowed by law.

9. **Insurance.** The Tenant acknowledges that the City does not maintain insurance to protect the Tenant against personal injury, loss or damage to Tenant's personal property or belongings, or to cover Tenant's own liability for injury, loss or damage the Tenant (or Tenant's occupants or guests) may cause others. Tenant also acknowledges that by not maintaining an insurance policy of personal liability insurance, the Tenant may be responsible to others (including the City) for the full cost of any injury, loss or damage caused by Tenant's actions or the actions of Tenant's occupants or guests. Tenant understands and agrees to maintain at all times during the Term of the Lease a

policy of personal liability insurance satisfying the requirements listed below, at Tenant's sole cost and expense.

a. *Required Policy.* Tenant is required to purchase and maintain personal liability insurance covering the Tenant and Tenant's occupants and guests for personal injury and property damage caused to third parties (including damage to City property), in a minimum policy coverage amount of five hundred thousand dollars ($500,000.00), from a carrier with an AM Best rating of A-VII or better, licensed to do business in Wisconsin. The carrier is required to provide notice to the City within thirty (30) days of any cancellation, non-renewal, or material change in Tenant's coverage. The City retains the right to hold Tenant responsible for any loss in excess of Tenant's insurance coverage. Tenant will provide proof of insurance upon reasonable request of the City.

10. **Security and Safety.** The City is not liable to Tenant, other residents on the Premises or Tenant's guests for any damage, injury or loss to person or property caused by persons, including, without limitation, theft, burglary, assault, vandalism or other offenses. The City is not liable to Tenant, other residents, or guests for personal injury or damage or loss of personal property from any cause, including, without limit, fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities or other occurrences unless such damage, injury, or loss is caused exclusively by the City's negligence, unless otherwise required by law.

a. *Security Services.* Tenant acknowledges that the City does not provide personal security services to Tenant, other residents or guests. Tenant affirms that the City is not required to provide any private security services and that no security devices or measures exist on the Premises.

b. *Smoke and Carbon Monoxide Detectors.* Tenant will install and maintain any smoke and carbon monoxide detectors on the Premises.

c. *Emergency Shelter.* The City does not provide any emergency shelter.

d. *Limitations.* Nothing in this Lease should be construed to relieve the City from liability for property damage or personal injury caused by negligent acts or omissions of the City, as allowed by law, or to impose liability on the resident for personal injury arising from causes clearly beyond the Tenant's control, or for property damage caused by natural disasters or by persons other than the Tenant, other residents or guests.

Nothing in this Lease is intended or shall be construed to be a waiver or estoppel by City or its insurer (or otherwise affect their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. As of the

commencement date of this Lease, each Party represents that it does not have notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by itself or any third party against the other Party to the Lease.

11. **Notice of Domestic Abuse Protections.**

a. As provided in Wis. Stat. § 106.50(5m)(dm), a resident has a defense to an eviction action if the resident can prove that the landlord knew, or should have known, the resident is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following: (1) a person who was not the resident's invited guest; or (2) a person who was the resident's invited guest, but he resident has done either of the following: (a) sought an injunction barring the person from the premises, or (b) provided a written statement to the landlord stating that the person will no longer be an invited guest of the resident and the resident has not subsequently invited the person to be the resident's guest.

b. A resident who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the Lease in certain limited situations, as provided in Wis. Stat. § 704.16. If the resident has safety concerns, the resident should contact a local victim service provider or law enforcement agency.

c. A resident is advised that this notice is only a summary of the resident's rights and the specific language of the statutes governs in all instances.

12. **Notice of Convictions and Registrations**. Tenant will notify the City if Tenant or any occupants are convicted of (a) any felony, or (b) any misdemeanor involving a controlled substance, violence to another person or destruction of property. Tenant will notify the City if Tenant or any occupant registers as a sex offender in any State. Informing the City of criminal convictions or sex offender registry does not waive the City's right to evict you by judicial eviction procedures as provided in Chapter 799 of the Wisconsin Statutes.

13. **Prohibited Conduct**. Tenant, Tenant's occupants, guests or guests of any occupant, may not engage in the following activities: (a) criminal conduct; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence, possessing a weapon prohibited by state law; discharging a firearm on the Premises; (b) behaving in a loud or obnoxious manner; (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including City employees or agents) near the Premises; (d) disrupting City business operations; (e) tampering with utilities; or (f) bringing hazardous materials onto the Premises.

14. **No Assignment or Subletting.** Tenant agrees to not rent or offer to rent the Premises or any part thereof to anyone else. Tenant agrees to not accept anything of value from anyone else for the use of any part of the Premises. Tenant agrees to not list any part of the Premises on any lodging rental website or with any service that advertises rentals. Tenant will not assign its interest, or any part thereof, in this Lease to any other person or entity without the advanced prior written consent of the City, which the City will decide in its sole and absolute discretion.

15. **Entry on Premises.** The City may enter the Premises at reasonable times, upon 24-hour notice, or as allowed by law for the purpose of inspecting the Premises, making repairs, or performing another landlord function. The City may enter with less than 24 hours notice with the Tenant's or any co-resident's specific consent, or as allowed by law. If the Tenant is absent from the Premises and the City reasonably believes a health or safety emergency exists or that entry is necessary to preserve or protect the Premises from damage, the City may enter without notice. Notwithstanding the foregoing, the City will use its best efforts, at all times, to minimize any interference with Tenant's use and occupancy of the Premises.

16. **Compliance with Laws.** Tenant will comply with all applicable State, Federal and local laws and regulations.

17. **Default.** To the maximum extent allowed by law, the Tenant will be in default if the Tenant or any guest or occupant violates any terms of this Lease. After City provides written notice of the breach, Tenant will have thirty (30) days to cure the breach (five (5) days for any deficient payment). The City may commence eviction proceedings after Tenant fails to timely cure the breach in addition to any other remedies that may be available.

a. *Limitation.* The defaults contained in this Lease will be limited to conduct by Tenant or any of Tenant's invitees, guests or occupants, or to conduct in which the Tenant and any invitee, guest, occupant or resident participated. The City will mitigate its damages to the extent required by Wisconsin law.

18. **Abandoned Property.** Unless otherwise agreed upon in writing, the City will not store any items of personal property that the Tenant leaves behind when Tenant removes or is evicted from the Premises. If the abandoned personal property is a titled vehicle, manufactured or mobile home, then before disposing of it, the City will give notice, personally or by regular or certified mail, of its intent to dispose of the vehicle, manufactured or mobile home to the Tenant and any secured party of which the City has actual notice.

19. **Environmental Concerns.** Tenant will indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all actual or potential claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties,

judgments, awards, costs and expenses, including, without limitation, reasonable attorney fees and costs, that arise after the commencement of this Lease out of or relating in any way to any use, storage, transfer, generation, spill, discharge, leakage, seepage, pumping, pouring, leaching, migrations, dispersal, emission, emptying, injection, escape, dumping, disposal or release or threatened release of any hazardous materials resulting from Tenant's use or occupancy of the Premises under this Lease. This indemnification will survive the termination, cancellation or expiration of this Lease.

20. **Notices.** All notices to be given under this Lease will be in writing and delivered by mail or in person to the persons identified herein:

a. To the City: Attn: City Planner
City Hall
400 La Crosse St
La Crosse WI 54601

Copy to:

City Clerk
400 La Crosse St
La Crosse WI 54601

b. To the Tenant: Virginia Kreyer/Rick Warren
4806 Rivercrest Drive North
La Crosse WI 54601

21. **Miscellaneous.**

a. *Entire Agreement.* This Lease is the entire agreement between the Parties and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. Tenant acknowledges and represents that the Tenant is not relying on any oral promises, representations or agreements. This Lease may be executed in multiple counterparts and will have the same legal force and effect as if the Parties had executed it as a single document. This Lease may only be amended or modified by written instrument signed by authorized representatives of both Parties.

b. *Severability.* If any provision of this Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or otherwise affecting the remainder of this Lease. The Court shall interpret the Lease and provisions herein in a manner such as to uphold the valid portions of this Lease while preserving the intent of the Parties.

c. *Applicable Law.* This Lease will be construed and enforced in accordance with the laws of the State of Wisconsin.

d. *Interpretation.* The section headings in this Lease are included only for convenience. This Lease will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

e. *Recording of Lease.* Either Party may record the Lease at its own cost and expense.

f. *Authority.* The persons signing this Lease represent and warrant that they have full power, authority and right to sign this Lease.

22. Intentionally omitted.

***

IN WITNESS HEREOF, the Parties have executed and delivered this Lease.

Dated this ____ day of ____, 2025

Tenant

Virginia Kreyer

Rick Warren

Subscribed and sworn to before me this ____ day of ____, 2025.

Notary Public, State of Wisconsin
My Commission: _____

Dated this ___ day of ____, 2025

City of La Crosse

Shaundel Washington-Spivey, Mayor

Nikki Elsen, City Clerk

Subscribed and sworn to before me this ____ day of ____, 2025.

Notary Public, State of Wisconsin
My Commission: _____

8,698 Sq Feet

EXHIBIT

A

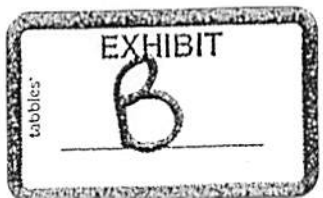
The following is a list of persons who are currently residing at the City's property listed as Exhibit A as of the date identified below:

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Dated this ____ day of _____, 2025.



WAIVER OF LIABILITY

BEFORE SIGNING THIS WAIVER AND RELEASE, READ THIS ENTIRE DOCUMENT VERY CAREFULLY. IF AN ACCIDENT WERE TO OCCUR INVOLVING YOU, THEN YOU WOULD BE GIVING UP LEGAL RIGHTS THAT YOU MIGHT OTHERWISE HAVE BY SIGNING THIS WAIVER AND RELEASE. IF YOU DO NOT UNDERSTAND ANYTHING IN THIS DOCUMENT, OR IF YOU OBJECT TO ANY PROVISION CONTAINED IN THIS DOCUMENT, YOU SHOULD NOT SIGN THIS DOCUMENT AS IT IS DRAFTED, BUT RATHER SEEK ADVICE FROM YOUR LEGAL COUNSEL. REQUESTS FOR MODIFICATIONS MAY BE DIRECTED TO THE CITY ATTORNEY'S OFFICE AT 608.789.7511 WEEKDAYS BETWEEN 8:00 AM - 4:00 PM.

By signing this Waiver of Liability, I understand that residing at the mobile home at Rivercrest Drive North has inherently dangerous risks of flooding associated with it. These risks could include serious bodily injury, permanent disability and even death. There might be other personal risks associated with residing at this location which could result in severe social and economic losses whether or not known or readily foreseeable at this time, which might result not only from my actions, but also from the actions, inactions or negligence of others, or the condition of the premises.

By signing this Waiver of Liability, I fully accept all such risks of any injury, damage or loss regardless of severity that I may sustain and all responsibility for losses, costs and damages incurred as a resident at Rivercrest Drive North and all activities connected with or associated with my residing on City property between February 1, 2025 and December 31, 2025.

By signing this Waiver of Liability, I agree to waive, relinquish, discharge, release and covenant not to sue the City of La Crosse, Wisconsin, its officers, employees and agents from all claims of injury, damage, or loss that I may have or that may accrue to me arising out of, connected with, or in any way associated with my residence at Rivercrest Drive North between February 1, 2025 and December 31, 2025.

I have read this Waiver of Liability thoroughly and fully understand it and enter into it on behalf of myself, my heirs, next of kin, assigns, and personal representatives. No one has made to me any representations, statements, or inducements that change or modify anything written in this agreement.

Name _____ Signature _____ Date _____

Address: _____ Phone: _____ Age: _____

Print Witness Name _____ Witness Signature _____ Date: _____

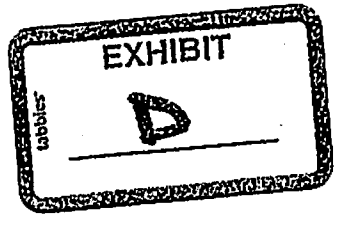
Print Name of Child _____ Print name of Parent/Guardian _____ Age of Child _____

Address _____ Parent/Guardian signature _____

City, State, Zip _____ Phone Number _____ Date _____

EXHIBIT C

INSERT documentation of current condition (photographs from City of La Crosse Inspection Department)



INSERT documentation of valuation (obtained from City of La Crosse Assessor)



INSERT documentation including initial signed disclosure of all parties residing on the property at the time of signing the lease.



LEASE
(4805 Rivercrest Drive North)

This Lease Agreement ("Lease") is between the City of La Crosse ("City"), a municipal corporation located at 400 La Crosse Street, La Crosse, Wisconsin 54601 and the Tenant, as specifically identified below. The City and Tenant will also be referred to as "Party" or "Parties" within the Lease.

For good and valuable consideration, the Parties agree as follows:

1. **Purpose**. For a period of approximately 28 years, a mobile home operator rented land from the City and then sublet the land to Tenant and others. Recently, the mobile operator informed the City that it no longer wanted to rent land from the City, leaving the Tenant and others without a place to reside. The Tenant informed the City that it was unaware the mobile home operator did not own the land and it would a hardship for the Tenant to relocate in the short term. The Tenant requested the ability to continue residing at the Premises for longer than one year. The City does not have any desire to become a residential landlord, yet recognizes the hardship the Tenant is experiencing and does not want the Tenant to become unsheltered. The City is willing to allow the Tenant to continue to reside at the location under certain terms and conditions as provided in this Lease. The Tenant acknowledges that the City's long-term plan for the Premises is to not have any residential use on the property due to the inherent risks to the personal health and safety of Tenant, Tenant's property as well as Tenant's guests.

2. **Parties.** The Landlord to this Lease is the City. The City's primary point of contact for this Lease is the following person:

City Planner, or designee
City Hall, Third Floor
400 La Crosse Street
La Crosse, WI 54601
608-789-7512

The Tenant is identified as the following natural person or persons:

Ildiko Erdos
4805 Rivercrest Drive North
La Crosse WI 54601

3. **Premises.** The City leases to the Tenant and the Tenant leases from the City the real property more particularly described in the attached **Exhibit A**. This property is commonly referred to as 4805 Rivercrest Drive North.

a. *Use and Occupancy.* Tenant will use the property for residential purposes only as allowed under the City's zoning code. Any non-residential use is prohibited.

b. *Premises in "As-Is" Condition.* City and Tenant acknowledge that the Premises shall be leased to Tenant in an "as-is" condition, except as otherwise provided in this Lease. Tenant acknowledges and affirms that the City has not made, in this Lease or otherwise, any representation or warranty, whatsoever, either express or implied, with respect to the status or condition of the Premises. Tenant further acknowledges and affirms that Tenant has made its own thorough investigations and inspections with respect to the status and condition of the Premises and has found the Premises to be satisfactory to the Tenant in every respect. The Parties will document the current condition of the Premises, and the documentation will be attached to this Lease as **Exhibit D**.

c. *Improvements and Personal Property.* The Parties acknowledge that the Premises which are the subject of this Lease are land only and that all improvements and buildings thereon were constructed by the Tenant or their predecessors in interest. There is no warranty or representation given by the City as to the condition of any improvements or personal property located at the Premises.

d. *Flood Risk.* The Tenant acknowledges and affirms that some or all of the Premises are at risk of flooding on an annual basis. The City has devoted significant resources in an attempt to avoid such risks, but there is no guarantee of safety. Notwithstanding, Tenant has decided to continue to reside at the Premises and assumes all risk to Tenant's personal safety (including death) and personal property as well as the personal safety and personal property of Tenant's guests or family members. Any Tenant, or other person Tenant allows to reside on the Premises, occupying any of the City's property identified in the attached **Exhibit B** must sign and submit an annual notarized waiver of liability in favor of the City as a condition precedent of Tenant's continuing occupation of the Premises. On an annual basis, Tenant will disclose the names of persons Tenant allows to reside on the Premises. The initial disclosure is attached as **Exhibit F**. The waiver shall be a format substantially the same as **Exhibit C**.

e. *Tenant Representation.* Tenant represents and warrants to City on the commencement date of this Lease that the Premises are, to the actual knowledge of the Tenant, in compliance with all applicable State, Federal and local laws, regulations and ordinance and shall remain so throughout the term of the Lease.

f. *No Alterations.* Tenant will not make, or allow others to make, any alterations of the Premises without the advanced written consent of the City. No Tenant alterations will occur without prior submission of written drawings, plans and specifications to the City for the City's review and

consent, which consent may be withheld in the sole and absolute discretion of the City. If advanced written consent of the City to any proposed alterations by the Tenant has been obtained, the Tenant agrees to advise the City in writing of the date upon which such alterations will commence in order to permit the City to pose notice of no responsibility. The Tenant shall keep the Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by the Tenant.

4. **Term.** The term of the Lease commences on February 1, 2025, and shall continue for ten (10) years.

a. *Holdover.* If Tenant holds over and continues to occupy the Premises beyond the term of the Lease, the City, in the absence of proof of greater damages, may recover as minimum damages four (4) times the rental value apportioned on a daily basis for the time the Tenant remains in possession.

b. *Termination for Convenience.* Tenant may terminate this Lease and vacate the Premises upon ninety (90) days advanced written notice to City.

c. *Casualty and Act of God.* Notwithstanding any other provision of this Lease, upon the occurrence of an Act of God or a casualty on the Premises that renders the Premises or mobile home unusable, untenantable, or uninhabitable, the term of this Lease shall immediately change from a ten-year lease tenancy to a year-to-year lease tenancy.

d. *Excessive Repairs.* Notwithstanding any other provision of this Lease, upon the occurrence of the total structural repairs or alterations of the mobile home exceeding fifty percent (50%) of its assessed value during the life of the mobile home, the term of this Lease shall immediately change from a ten-year lease tenancy to a year-to-year lease tenancy. The value of the mobile home will be calculated by the City's Assessor upon signing of this Lease by the Parties and be included as **Exhibit E**. The value of any structural repairs or alterations will be calculated by the City's Chief Building Inspector at the time of the structural repair or alteration.

e. *Replacement of Mobile Home.* Upon the occurrence of a triggering event as described in Sections 3(c) or (d) of this Lease, the Tenant is prohibited from replacing its mobile home on the Premises without the advanced written consent of the City.

5. **Rent and Charges.** Tenant will pay fair market rent to the City. The Tenant's rent may increase on an annual basis as determined by the annual average consumer price index – all urban consumers, as calculated by the United State bureau of labor statistics.

a. *Rent Due.* Tenant will pay the rent due in advance and without demand in the amount of Three Hundred Eighty-Five Dollars ($385.00) each month. The first amount of Three Thousand Eighty-Dollars ($3,080.00) accounting for the period commencing February 1, 2025, through September 30, 2025 is due on September 1, 2025. Thereafter, Tenant's rent is due on or before the first (1st) of the month, without any grace period. Tenant shall make payment in person at City Hall, by mailing payment to the address, or online, if the City makes such online service available. Rent is considered paid when it is received by the City.

b. *Late Charges.* When Tenant fails to ensure that rent payments are received by the City in full by 11:59 pm on the fifth (5th) day of the month, Tenant must pay the City immediately and without demand in addition to the unpaid rent the sum of seventy-five dollars ($75.00). Tenant must also pay a charge of thirty-five dollars ($35.00) for each returned check or rejected electronic payment, if applicable, plus a late charge.

c. *Government Charges and Fees.* If the City receives a charge from a governmental entity that results from the creation of a zoning violation, sound, noise, litter, or any nuisance or action created by the Tenant or Tenant's guests, then any such charge will become the Tenant's responsibility to pay. The City will notify the Tenant of any such charge, which will be payable by the Tenant within thirty (30) days of the notice. If the City is required to pay the charge, the Tenant will reimburse the City for any such amounts paid.

6. **Utilities and other Services.** The Tenant is solely responsible for establishing and maintaining its utility and other services it incurs while in possession of the Premises at its own cost and expense. The Tenant will contract directly with the utility or service provider or through another person or entity willing to provide the services. Upon surrender of the Premises, it is the Tenant's responsibility to provide all required notices to utilities and service providers, and to remove Tenant's name from the services. These utilities and services may include, without limitation:

a. *Gas and Electricity.* The City does not provide gas or electrical service at the Premises. Tenant will contract with Xcel Energy (Northern States Power) or a third party at its own cost and expense. Tenant's payment of rent excludes gas and electricity. Tenant has informed the City that Tenant already established a service account with Xcel Energy.

b. *Water and Sewer.* The City provides sewer and water service through its utilities.

Tenant has told the City that Tenant no longer desires to receive water and sewer service from the Rivercrest Village Partners mobile home park entity. As a result, the City's water and sewer utilities must incur additional costs and expenses to make City utility infrastructure available for Tenants. These costs and expenses will be included in Tenant's rent. Tenant also expressly authorizes City utility staff to enter and make alterations to the Premises for this purpose.

Notwithstanding, the City does not provide water and sewer lateral connection services to Tenant's mobile from the City's infrastructure. Rather, Tenant agrees to contract with the appropriate plumber or other service provider, at its own cost and expense, to provide the lateral connection from the City's infrastructure to Tenant's mobile home.

Upon completion of the City's utility infrastructure installation project and the Tenant establishing a lateral connection at its own cost and expense, the Tenant's water and sewer expenses will be included in the Tenant's rent. Prior to the City's utility infrastructure installation project and the Tenant establishing a lateral connection, the City is not responsible for Tenant's water and sewer costs incurred by Tenant's use of the Rivercrest Village Partners mobile home park entity's water and sewer infrastructure.

c. *Phone, Cable, Internet, Satellite, etc.* The City does not provide phone, cable, internet, satellite or other similar service for the Premises. Tenant will contract directly for such services at its own cost and expense. Tenant's payment of rent excludes any such services.

d. *Stormwater.* The Tenant will pay stormwater utility charges to the City's stormwater utility as determined by such utility. Tenant's rent includes payment for any stormwater utility charges.

e. *Trash and Recycling.* The City provides trash and recycling services for single-family residences pursuant to Res. 19-0265. Assuming Tenant is eligible to receive such services under the City's public contract, then the costs and expenses are included with Tenant's rent. If the Tenant is ineligible, then the Tenant will contract separately for such services at its own cost and expense. It is the understanding of the Parties that the Tenant is eligible to receive such services.

f. *Snowplowing, heat, HVAC, plumbing, etc.* The City does not provide any snowplowing, heat, HVAC, plumbing, tree maintenance or other

services to the Premises. The Tenant will obtain such services at its own cost and expense. Tenant's payment of rent excludes such services.

7. **Repairs and Maintenance.** Tenant will not commit waste and will comply with all State, Federal and local laws, regulations and ordinances. Tenant will keep the Premises in good working order and condition as needed for Tenant's specific uses and shall maintain the Premises in a safe and tenantable condition.

a. *Obligations regarding Fixtures, Equipment and Personal Property.* All fixtures, equipment and personal property located on the Premises are owned and maintained by the Tenant. The City has no rights of ownership regarding this property. Tenant shall maintain, repair or replace any fixtures, equipment and personal property deemed necessary by Tenant, at Tenant's sole cost and expense for Tenant's use during the Term of the Lease.

b. *Tenant's Obligations upon Vacating Premises.* Upon termination or expiration of the Lease, Tenant will remove all Tenant-owned fixtures, equipment and personal property at its sole cost and expense. Tenant will bear the costs of cleaning or disposal, which reasonable cleaning or disposal costs may be assessed at the time of surrender. Any such property not removed will be considered abandoned. The City may recover its costs and expenses at all stages of disposal of abandoned property.

8. **Security Deposit.** Tenant must pay a security deposit in the amount of Three Hundred Eighty-Five Dollars ($385.00), which is due on or before the date the Lease is signed. The City will mail the security deposit refund, less lawful deductions, and an itemized accounting of any deductions as provided in Wis. Stat. § 704.28. The City may withhold from your security deposit for the following: (a) Tenant damage, waste or neglect of the Premises; (b) unpaid rent for which Tenant is legally responsible; (c) any payments which Tenant owes under the Lease for utility service provided by the City but not included in the rent; (d) any payment which Tenant owes for direct utility service provided by a government-owned utility, to the extent that the City is liable for Tenant's nonpayment; (e) any reasons identified in the separate Nonstandard Rental Provisions; and (f) any other reason allowed by law.

9. **Insurance.** The Tenant acknowledges that the City does not maintain insurance to protect the Tenant against personal injury, loss or damage to Tenant's personal property or belongings, or to cover Tenant's own liability for injury, loss or damage the Tenant (or Tenant's occupants or guests) may cause others. Tenant also acknowledges that by not maintaining an insurance policy of personal liability insurance, the Tenant may be responsible to others (including the City) for the full cost of any injury, loss or damage caused by Tenant's actions or the actions of Tenant's occupants or guests. Tenant understands and agrees to maintain at all times during the Term of the Lease a

policy of personal liability insurance satisfying the requirements listed below, at Tenant's sole cost and expense.

a. *Required Policy.* Tenant is required to purchase and maintain personal liability insurance covering the Tenant and Tenant's occupants and guests for personal injury and property damage caused to third parties (including damage to City property), in a minimum policy coverage amount of five hundred thousand dollars ($500,000.00), from a carrier with an AM Best rating of A-VII or better, licensed to do business in Wisconsin. The carrier is required to provide notice to the City within thirty (30) days of any cancellation, non-renewal, or material change in Tenant's coverage. The City retains the right to hold Tenant responsible for any loss in excess of Tenant's insurance coverage. Tenant will provide proof of insurance upon reasonable request of the City.

10. **Security and Safety.** The City is not liable to Tenant, other residents on the Premises or Tenant's guests for any damage, injury or loss to person or property caused by persons, including, without limitation, theft, burglary, assault, vandalism or other offenses. The City is not liable to Tenant, other residents, or guests for personal injury or damage or loss of personal property from any cause, including, without limit, fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities or other occurrences unless such damage, injury, or loss is caused exclusively by the City's negligence, unless otherwise required by law.

a. *Security Services.* Tenant acknowledges that the City does not provide personal security services to Tenant, other residents or guests. Tenant affirms that the City is not required to provide any private security services and that no security devices or measures exist on the Premises.

b. *Smoke and Carbon Monoxide Detectors.* Tenant will install and maintain any smoke and carbon monoxide detectors on the Premises.

c. *Emergency Shelter.* The City does not provide any emergency shelter.

d. *Limitations.* Nothing in this Lease should be construed to relieve the City from liability for property damage or personal injury caused by negligent acts or omissions of the City, as allowed by law, or to impose liability on the resident for personal injury arising from causes clearly beyond the Tenant's control, or for property damage caused by natural disasters or by persons other than the Tenant, other residents or guests.

Nothing in this Lease is intended or shall be construed to be a waiver or estoppel by City or its insurer (or otherwise affect their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. As of the

commencement date of this Lease, each Party represents that it does not have notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by itself or any third party against the other Party to the Lease.

11. **Notice of Domestic Abuse Protections.**

a. As provided in Wis. Stat. § 106.50(5m)(dm), a resident has a defense to an eviction action if the resident can prove that the landlord knew, or should have known, the resident is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following: (1) a person who was not the resident's invited guest; or (2) a person who was the resident's invited guest, but he resident has done either of the following: (a) sought an injunction barring the person from the premises, or (b) provided a written statement to the landlord stating that the person will no longer be an invited guest of the resident and the resident has not subsequently invited the person to be the resident's guest.

b. A resident who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the Lease in certain limited situations, as provided in Wis. Stat. § 704.16. If the resident has safety concerns, the resident should contact a local victim service provider or law enforcement agency.

c. A resident is advised that this notice is only a summary of the resident's rights and the specific language of the statutes governs in all instances.

12. **Notice of Convictions and Registrations**. Tenant will notify the City if Tenant or any occupants are convicted of (a) any felony, or (b) any misdemeanor involving a controlled substance, violence to another person or destruction of property. Tenant will notify the City if Tenant or any occupant registers as a sex offender in any State. Informing the City of criminal convictions or sex offender registry does not waive the City's right to evict you by judicial eviction procedures as provided in Chapter 799 of the Wisconsin Statutes.

13. **Prohibited Conduct**. Tenant, Tenant's occupants, guests or guests of any occupant, may not engage in the following activities: (a) criminal conduct; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence, possessing a weapon prohibited by state law; discharging a firearm on the Premises; (b) behaving in a loud or obnoxious manner; (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including City employees or agents) near the Premises; (d) disrupting City business operations; (e) tampering with utilities; or (f) bringing hazardous materials onto the Premises.

14. **No Assignment or Subletting.** Tenant agrees to not rent or offer to rent the Premises or any part thereof to anyone else. Tenant agrees to not accept anything of value from anyone else for the use of any part of the Premises. Tenant agrees to not list any part of the Premises on any lodging rental website or with any service that advertises rentals. Tenant will not assign its interest, or any part thereof, in this Lease to any other person or entity without the advanced prior written consent of the City, which the City will decide in its sole and absolute discretion.

15. **Entry on Premises.** The City may enter the Premises at reasonable times, upon 24-hour notice, or as allowed by law for the purpose of inspecting the Premises, making repairs, or performing another landlord function. The City may enter with less than 24 hours notice with the Tenant's or any co-resident's specific consent, or as allowed by law. If the Tenant is absent from the Premises and the City reasonably believes a health or safety emergency exists or that entry is necessary to preserve or protect the Premises from damage, the City may enter without notice. Notwithstanding the foregoing, the City will use its best efforts, at all times, to minimize any interference with Tenant's use and occupancy of the Premises.

16. **Compliance with Laws.** Tenant will comply with all applicable State, Federal and local laws and regulations.

17. **Default.** To the maximum extent allowed by law, the Tenant will be in default if the Tenant or any guest or occupant violates any terms of this Lease. After City provides written notice of the breach, Tenant will have thirty (30) days to cure the breach (five (5) days for any deficient payment). The City may commence eviction proceedings after Tenant fails to timely cure the breach in addition to any other remedies that may be available.

a. *Limitation.* The defaults contained in this Lease will be limited to conduct by Tenant or any of Tenant's invitees, guests or occupants, or to conduct in which the Tenant and any invitee, guest, occupant or resident participated. The City will mitigate its damages to the extent required by Wisconsin law.

18. **Abandoned Property.** Unless otherwise agreed upon in writing, the City will not store any items of personal property that the Tenant leaves behind when Tenant removes or is evicted from the Premises. If the abandoned personal property is a titled vehicle, manufactured or mobile home, then before disposing of it, the City will give notice, personally or by regular or certified mail, of its intent to dispose of the vehicle, manufactured or mobile home to the Tenant and any secured party of which the City has actual notice.

19. **Environmental Concerns.** Tenant will indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all actual or potential claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties,

judgments, awards, costs and expenses, including, without limitation, reasonable attorney fees and costs, that arise after the commencement of this Lease out of or relating in any way to any use, storage, transfer, generation, spill, discharge, leakage, seepage, pumping, pouring, leaching, migrations, dispersal, emission, emptying, injection, escape, dumping, disposal or release or threatened release of any hazardous materials resulting from Tenant's use or occupancy of the Premises under this Lease. This indemnification will survive the termination, cancellation or expiration of this Lease.

20. **Notices.** All notices to be given under this Lease will be in writing and delivered by mail or in person to the persons identified herein:

a. To the City: Attn: City Planner
City Hall
400 La Crosse St
La Crosse WI 54601

Copy to:

City Clerk
400 La Crosse St
La Crosse WI 54601

b. To the Tenant: Ildiko Erdos
4805 Rivercrest Drive North
La Crosse WI 54601

21. **Miscellaneous.**

a. *Entire Agreement.* This Lease is the entire agreement between the Parties and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. Tenant acknowledges and represents that the Tenant is not relying on any oral promises, representations or agreements. This Lease may be executed in multiple counterparts and will have the same legal force and effect as if the Parties had executed it as a single document. This Lease may only be amended or modified by written instrument signed by authorized representatives of both Parties.

b. *Severability.* If any provision of this Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or otherwise affecting the remainder of this Lease. The Court shall interpret the Lease and provisions herein in a manner such as to uphold the valid portions of this Lease while preserving the intent of the Parties.

c. *Applicable Law.* This Lease will be construed and enforced in accordance with the laws of the State of Wisconsin.

d. *Interpretation.* The section headings in this Lease are included only for convenience. This Lease will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

e. *Recording of Lease.* Either Party may record the Lease at its own cost and expense.

f. *Authority.* The persons signing this Lease represent and warrant that they have full power, authority and right to sign this Lease.

22. Intentionally omitted.

***

IN WITNESS HEREOF, the Parties have executed and delivered this Lease.

Dated this ____ day of ____, 2025

Tenant

_____
Ildiko Erdos

_____

Subscribed and sworn to before me this
____ day of ____, 2025.

_____
Notary Public, State of Wisconsin
My Commission: _____

Dated this ___ day of ____, 2025

City of La Crosse

_____
Shaundel Washington-Spivey, Mayor

_____
Nikki Elsen, City Clerk

Subscribed and sworn to before me this
____ day of ____, 2025.

_____
Notary Public, State of Wisconsin
My Commission: _____

5,218.8 Sq Feet

EXHIBIT

A

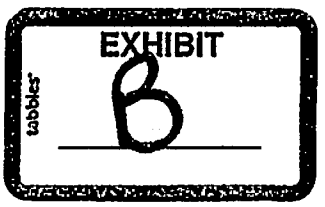
The following is a list of persons who are currently residing at the City's property listed as Exhibit A as of the date identified below:

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Dated this ____ day of _____, 2025.



WAIVER OF LIABILITY

BEFORE SIGNING THIS WAIVER AND RELEASE, READ THIS ENTIRE DOCUMENT VERY CAREFULLY. IF AN ACCIDENT WERE TO OCCUR INVOLVING YOU, THEN YOU WOULD BE GIVING UP LEGAL RIGHTS THAT YOU MIGHT OTHERWISE HAVE BY SIGNING THIS WAIVER AND RELEASE. IF YOU DO NOT UNDERSTAND ANYTHING IN THIS DOCUMENT, OR IF YOU OBJECT TO ANY PROVISION CONTAINED IN THIS DOCUMENT, YOU SHOULD NOT SIGN THIS DOCUMENT AS IT IS DRAFTED, BUT RATHER SEEK ADVICE FROM YOUR LEGAL COUNSEL. REQUESTS FOR MODIFICATIONS MAY BE DIRECTED TO THE CITY ATTORNEY'S OFFICE AT 608.789.7511 WEEKDAYS BETWEEN 8:00 AM - 4:00 PM.

By signing this Waiver of Liability, I understand that residing at the mobile home at Rivercrest Drive North has inherently dangerous risks of flooding associated with it. These risks could include serious bodily injury, permanent disability and even death. There might be other personal risks associated with residing at this location which could result in severe social and economic losses whether or not known or readily foreseeable at this time, which might result not only from my actions, but also from the actions, inactions or negligence of others, or the condition of the premises.

By signing this Waiver of Liability, I fully accept all such risks of any injury, damage or loss regardless of severity that I may sustain and all responsibility for losses, costs and damages incurred as a resident at Rivercrest Drive North and all activities connected with or associated with my residing on City property between February 1, 2025 and December 31, 2025.

By signing this Waiver of Liability, I agree to waive, relinquish, discharge, release and covenant not to sue the City of La Crosse, Wisconsin, its officers, employees and agents from all claims of injury, damage, or loss that I may have or that may accrue to me arising out of, connected with, or in any way associated with my residence at Rivercrest Drive North between February 1, 2025 and December 31, 2025.

I have read this Waiver of Liability thoroughly and fully understand it and enter into it on behalf of myself, my heirs, next of kin, assigns, and personal representatives. No one has made to me any representations, statements, or inducements that change or modify anything written in this agreement.

Name	Signature	Date
Address:	Phone:	Age:
Print Witness Name	Witness Signature	Date:

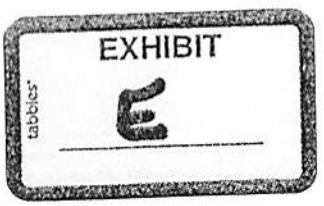
Print Name of Child	Print name of Parent/Guardian	Age of Child
Address	Parent/Guardian signature	
City, State, Zip	Phone Number	Date

EXHIBIT C

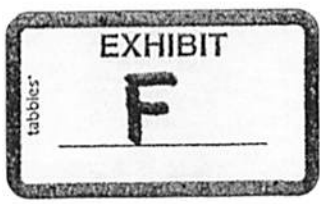
INSERT documentation of current condition (photographs from City of La Crosse Inspection Department)



INSERT documentation of valuation (obtained from City of La Crosse Assessor)



INSERT documentation including initial signed disclosure of all parties residing on the property at the time of signing the lease.



LEASE
(4804 Rivercrest Drive North)

This Lease Agreement ("Lease") is between the City of La Crosse ("City"), a municipal corporation located at 400 La Crosse Street, La Crosse, Wisconsin 54601 and the Tenant, as specifically identified below. The City and Tenant will also be referred to as "Party" or "Parties" within the Lease.

For good and valuable consideration, the Parties agree as follows:

1. **Purpose.** For a period of approximately 28 years, a mobile home operator rented land from the City and then sublet the land to Tenant and others. Recently, the mobile operator informed the City that it no longer wanted to rent land from the City, leaving the Tenant and others without a place to reside. The Tenant informed the City that it was unaware the mobile home operator did not own the land and it would a hardship for the Tenant to relocate in the short term. The Tenant requested the ability to continue residing at the Premises for longer than one year. The City does not have any desire to become a residential landlord, yet recognizes the hardship the Tenant is experiencing and does not want the Tenant to become unsheltered. The City is willing to allow the Tenant to continue to reside at the location under certain terms and conditions as provided in this Lease. The Tenant acknowledges that the City's long-term plan for the Premises is to not have any residential use on the property due to the inherent risks to the personal health and safety of Tenant, Tenant's property as well as Tenant's guests.

2. **Parties.** The Landlord to this Lease is the City. The City's primary point of contact for this Lease is the following person:

City Planner, or designee
City Hall, Third Floor
400 La Crosse Street
La Crosse, WI 54601
608-789-7512

The Tenant is identified as the following natural person or persons:

Lara Philbrick-Dewald
4804 Rivercrest Drive North
La Crosse WI 54601

3. **Premises.** The City leases to the Tenant and the Tenant leases from the City the real property more particularly described in the attached **Exhibit A**. This property is commonly referred to as 4804 Rivercrest Drive North.

a. *Use and Occupancy.* Tenant will use the property for residential purposes only as allowed under the City's zoning code. Any non-residential use is prohibited.

b. *Premises in "As-Is" Condition.* City and Tenant acknowledge that the Premises shall be leased to Tenant in an "as-is" condition, except as otherwise provided in this Lease. Tenant acknowledges and affirms that the City has not made, in this Lease or otherwise, any representation or warranty, whatsoever, either express or implied, with respect to the status or condition of the Premises. Tenant further acknowledges and affirms that Tenant has made its own thorough investigations and inspections with respect to the status and condition of the Premises and has found the Premises to be satisfactory to the Tenant in every respect. The Parties will document the current condition of the Premises, and the documentation will be attached to this Lease as **Exhibit D**.

c. *Improvements and Personal Property.* The Parties acknowledge that the Premises which are the subject of this Lease are land only and that all improvements and buildings thereon were constructed by the Tenant or their predecessors in interest. There is no warranty or representation given by the City as to the condition of any improvements or personal property located at the Premises.

d. *Flood Risk.* The Tenant acknowledges and affirms that some or all of the Premises are at risk of flooding on an annual basis. The City has devoted significant resources in an attempt to avoid such risks, but there is no guarantee of safety. Notwithstanding, Tenant has decided to continue to reside at the Premises and assumes all risk to Tenant's personal safety (including death) and personal property as well as the personal safety and personal property of Tenant's guests or family members. Any Tenant, or other person Tenant allows to reside on the Premises, occupying any of the City's property identified in the attached **Exhibit B** must sign and submit an annual notarized waiver of liability in favor of the City as a condition precedent of Tenant's continuing occupation of the Premises. On an annual basis, Tenant will disclose the names of persons Tenant allows to reside on the Premises. The initial disclosure is attached as **Exhibit F**. The waiver shall be a format substantially the same as **Exhibit C**.

e. *Tenant Representation.* Tenant represents and warrants to City on the commencement date of this Lease that the Premises are, to the actual knowledge of the Tenant, in compliance with all applicable State, Federal and local laws, regulations and ordinance and shall remain so throughout the term of the Lease.

f. *No Alterations.* Tenant will not make, or allow others to make, any alterations of the Premises without the advanced written consent of the City. No Tenant alterations will occur without prior submission of written drawings, plans and specifications to the City for the City's review and

consent, which consent may be withheld in the sole and absolute discretion of the City. If advanced written consent of the City to any proposed alterations by the Tenant has been obtained, the Tenant agrees to advise the City in writing of the date upon which such alterations will commence in order to permit the City to pose notice of no responsibility. The Tenant shall keep the Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by the Tenant.

4. **Term.** The term of the Lease commences on February 1, 2025, and shall continue for ten (10) years.

a. *Holdover.* If Tenant holds over and continues to occupy the Premises beyond the term of the Lease, the City, in the absence of proof of greater damages, may recover as minimum damages four (4) times the rental value apportioned on a daily basis for the time the Tenant remains in possession.

b. *Termination for Convenience.* Tenant may terminate this Lease and vacate the Premises upon ninety (90) days advanced written notice to City.

c. *Casualty and Act of God.* Notwithstanding any other provision of this Lease, upon the occurrence of an Act of God or a casualty on the Premises that renders the Premises or mobile home unusable, untenantable, or uninhabitable, the term of this Lease shall immediately change from a ten-year lease tenancy to a year-to-year lease tenancy.

d. *Excessive Repairs.* Notwithstanding any other provision of this Lease, upon the occurrence of the total structural repairs or alterations of the mobile home exceeding fifty percent (50%) of its assessed value during the life of the mobile home, the term of this Lease shall immediately change from a ten-year lease tenancy to a year-to-year lease tenancy. The value of the mobile home will be calculated by the City's Assessor upon signing of this Lease by the Parties and be included as **Exhibit E**. The value of any structural repairs or alterations will be calculated by the City's Chief Building Inspector at the time of the structural repair or alteration.

e. *Replacement of Mobile Home.* Upon the occurrence of a triggering event as described in Sections 3(c) or (d) of this Lease, the Tenant is prohibited from replacing its mobile home on the Premises without the advanced written consent of the City.

5. **Rent and Charges.** Tenant will pay fair market rent to the City. The Tenant's rent may increase on an annual basis as determined by the annual average consumer price index – all urban consumers, as calculated by the United State bureau of labor statistics.

a. *Rent Due.* Tenant will pay the rent due in advance and without demand in the amount of Three Hundred Eighty-Five Dollars ($385.00) each month. The first amount of Three Thousand Eighty-Dollars ($3,080.00) accounting for the period commencing February 1, 2025, through September 30, 2025 is due on September 1, 2025. Thereafter, Tenant's rent is due on or before the first (1st) of the month, without any grace period. Tenant shall make payment in person at City Hall, by mailing payment to the address, or online, if the City makes such online service available. Rent is considered paid when it is received by the City.

b. *Late Charges.* When Tenant fails to ensure that rent payments are received by the City in full by 11:59 pm on the fifth (5th) day of the month, Tenant must pay the City immediately and without demand in addition to the unpaid rent the sum of seventy-five dollars ($75.00). Tenant must also pay a charge of thirty-five dollars ($35.00) for each returned check or rejected electronic payment, if applicable, plus a late charge.

c. *Government Charges and Fees.* If the City receives a charge from a governmental entity that results from the creation of a zoning violation, sound, noise, litter, or any nuisance or action created by the Tenant or Tenant's guests, then any such charge will become the Tenant's responsibility to pay. The City will notify the Tenant of any such charge, which will be payable by the Tenant within thirty (30) days of the notice. If the City is required to pay the charge, the Tenant will reimburse the City for any such amounts paid.

6. **Utilities and other Services.** The Tenant is solely responsible for establishing and maintaining its utility and other services it incurs while in possession of the Premises at its own cost and expense. The Tenant will contract directly with the utility or service provider or through another person or entity willing to provide the services. Upon surrender of the Premises, it is the Tenant's responsibility to provide all required notices to utilities and service providers, and to remove Tenant's name from the services. These utilities and services may include, without limitation:

a. *Gas and Electricity.* The City does not provide gas or electrical service at the Premises. Tenant will contract with Xcel Energy (Northern States Power) or a third party at its own cost and expense. Tenant's payment of rent excludes gas and electricity. Tenant has informed the City that Tenant already established a service account with Xcel Energy.

b. *Water and Sewer.* The City provides sewer and water service through its utilities.

Tenant has told the City that Tenant no longer desires to receive water and sewer service from the Rivercrest Village Partners mobile home park entity. As a result, the City's water and sewer utilities must incur additional costs and expenses to make City utility infrastructure available for Tenants. These costs and expenses will be included in Tenant's rent. Tenant also expressly authorizes City utility staff to enter and make alterations to the Premises for this purpose.

Notwithstanding, the City does not provide water and sewer lateral connection services to Tenant's mobile from the City's infrastructure. Rather, Tenant agrees to contract with the appropriate plumber or other service provider, at its own cost and expense, to provide the lateral connection from the City's infrastructure to Tenant's mobile home.

Upon completion of the City's utility infrastructure installation project and the Tenant establishing a lateral connection at its own cost and expense, the Tenant's water and sewer expenses will be included in the Tenant's rent. Prior to the City's utility infrastructure installation project and the Tenant establishing a lateral connection, the City is not responsible for Tenant's water and sewer costs incurred by Tenant's use of the Rivercrest Village Partners mobile home park entity's water and sewer infrastructure.

c. *Phone, Cable, Internet, Satellite, etc.* The City does not provide phone, cable, internet, satellite or other similar service for the Premises. Tenant will contract directly for such services at its own cost and expense. Tenant's payment of rent excludes any such services.

d. *Stormwater.* The Tenant will pay stormwater utility charges to the City's stormwater utility as determined by such utility. Tenant's rent includes payment for any stormwater utility charges.

e. *Trash and Recycling.* The City provides trash and recycling services for single-family residences pursuant to Res. 19-0265. Assuming Tenant is eligible to receive such services under the City's public contract, then the costs and expenses are included with Tenant's rent. If the Tenant is ineligible, then the Tenant will contract separately for such services at its own cost and expense. It is the understanding of the Parties that the Tenant is eligible to receive such services.

f. *Snowplowing, heat, HVAC, plumbing, etc.* The City does not provide any snowplowing, heat, HVAC, plumbing, tree maintenance or other

services to the Premises. The Tenant will obtain such services at its own cost and expense. Tenant's payment of rent excludes such services.

7. **Repairs and Maintenance.** Tenant will not commit waste and will comply with all State, Federal and local laws, regulations and ordinances. Tenant will keep the Premises in good working order and condition as needed for Tenant's specific uses and shall maintain the Premises in a safe and tenantable condition.

a. *Obligations regarding Fixtures, Equipment and Personal Property.* All fixtures, equipment and personal property located on the Premises are owned and maintained by the Tenant. The City has no rights of ownership regarding this property. Tenant shall maintain, repair or replace any fixtures, equipment and personal property deemed necessary by Tenant, at Tenant's sole cost and expense for Tenant's use during the Term of the Lease.

b. *Tenant's Obligations upon Vacating Premises.* Upon termination or expiration of the Lease, Tenant will remove all Tenant-owned fixtures, equipment and personal property at its sole cost and expense. Tenant will bear the costs of cleaning or disposal, which reasonable cleaning or disposal costs may be assessed at the time of surrender. Any such property not removed will be considered abandoned. The City may recover its costs and expenses at all stages of disposal of abandoned property.

8. **Security Deposit.** Tenant must pay a security deposit in the amount of Three Hundred Eighty-Five Dollars ($385.00), which is due on or before the date the Lease is signed. The City will mail the security deposit refund, less lawful deductions, and an itemized accounting of any deductions as provided in Wis. Stat. § 704.28. The City may withhold from your security deposit for the following: (a) Tenant damage, waste or neglect of the Premises; (b) unpaid rent for which Tenant is legally responsible; (c) any payments which Tenant owes under the Lease for utility service provided by the City but not included in the rent; (d) any payment which Tenant owes for direct utility service provided by a government-owned utility, to the extent that the City is liable for Tenant's nonpayment; (e) any reasons identified in the separate Nonstandard Rental Provisions; and (f) any other reason allowed by law.

9. **Insurance.** The Tenant acknowledges that the City does not maintain insurance to protect the Tenant against personal injury, loss or damage to Tenant's personal property or belongings, or to cover Tenant's own liability for injury, loss or damage the Tenant (or Tenant's occupants or guests) may cause others. Tenant also acknowledges that by not maintaining an insurance policy of personal liability insurance, the Tenant may be responsible to others (including the City) for the full cost of any injury, loss or damage caused by Tenant's actions or the actions of Tenant's occupants or guests. Tenant understands and agrees to maintain at all times during the Term of the Lease a

policy of personal liability insurance satisfying the requirements listed below, at Tenant's sole cost and expense.

a. *Required Policy.* Tenant is required to purchase and maintain personal liability insurance covering the Tenant and Tenant's occupants and guests for personal injury and property damage caused to third parties (including damage to City property), in a minimum policy coverage amount of five hundred thousand dollars ($500,000.00), from a carrier with an AM Best rating of A-VII or better, licensed to do business in Wisconsin. The carrier is required to provide notice to the City within thirty (30) days of any cancellation, non-renewal, or material change in Tenant's coverage. The City retains the right to hold Tenant responsible for any loss in excess of Tenant's insurance coverage. Tenant will provide proof of insurance upon reasonable request of the City.

10. **Security and Safety.** The City is not liable to Tenant, other residents on the Premises or Tenant's guests for any damage, injury or loss to person or property caused by persons, including, without limitation, theft, burglary, assault, vandalism or other offenses. The City is not liable to Tenant, other residents, or guests for personal injury or damage or loss of personal property from any cause, including, without limit, fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities or other occurrences unless such damage, injury, or loss is caused exclusively by the City's negligence, unless otherwise required by law.

a. *Security Services.* Tenant acknowledges that the City does not provide personal security services to Tenant, other residents or guests. Tenant affirms that the City is not required to provide any private security services and that no security devices or measures exist on the Premises.

b. *Smoke and Carbon Monoxide Detectors.* Tenant will install and maintain any smoke and carbon monoxide detectors on the Premises.

c. *Emergency Shelter.* The City does not provide any emergency shelter.

d. *Limitations.* Nothing in this Lease should be construed to relieve the City from liability for property damage or personal injury caused by negligent acts or omissions of the City, as allowed by law, or to impose liability on the resident for personal injury arising from causes clearly beyond the Tenant's control, or for property damage caused by natural disasters or by persons other than the Tenant, other residents or guests.

Nothing in this Lease is intended or shall be construed to be a waiver or estoppel by City or its insurer (or otherwise affect their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. As of the

commencement date of this Lease, each Party represents that it does not have notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by itself or any third party against the other Party to the Lease.

11. **Notice of Domestic Abuse Protections.**

a. As provided in Wis. Stat. § 106.50(5m)(dm), a resident has a defense to an eviction action if the resident can prove that the landlord knew, or should have known, the resident is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following: (1) a person who was not the resident's invited guest; or (2) a person who was the resident's invited guest, but he resident has done either of the following: (a) sought an injunction barring the person from the premises, or (b) provided a written statement to the landlord stating that the person will no longer be an invited guest of the resident and the resident has not subsequently invited the person to be the resident's guest.

b. A resident who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the Lease in certain limited situations, as provided in Wis. Stat. § 704.16. If the resident has safety concerns, the resident should contact a local victim service provider or law enforcement agency.

c. A resident is advised that this notice is only a summary of the resident's rights and the specific language of the statutes governs in all instances.

12. **Notice of Convictions and Registrations**. Tenant will notify the City if Tenant or any occupants are convicted of (a) any felony, or (b) any misdemeanor involving a controlled substance, violence to another person or destruction of property. Tenant will notify the City if Tenant or any occupant registers as a sex offender in any State. Informing the City of criminal convictions or sex offender registry does not waive the City's right to evict you by judicial eviction procedures as provided in Chapter 799 of the Wisconsin Statutes.

13. **Prohibited Conduct**. Tenant, Tenant's occupants, guests or guests of any occupant, may not engage in the following activities: (a) criminal conduct; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence, possessing a weapon prohibited by state law; discharging a firearm on the Premises; (b) behaving in a loud or obnoxious manner; (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including City employees or agents) near the Premises; (d) disrupting City business operations; (e) tampering with utilities; or (f) bringing hazardous materials onto the Premises.

14. **No Assignment or Subletting.** Tenant agrees to not rent or offer to rent the Premises or any part thereof to anyone else. Tenant agrees to not accept anything of value from anyone else for the use of any part of the Premises. Tenant agrees to not list any part of the Premises on any lodging rental website or with any service that advertises rentals. Tenant will not assign its interest, or any part thereof, in this Lease to any other person or entity without the advanced prior written consent of the City, which the City will decide in its sole and absolute discretion.

15. **Entry on Premises.** The City may enter the Premises at reasonable times, upon 24-hour notice, or as allowed by law for the purpose of inspecting the Premises, making repairs, or performing another landlord function. The City may enter with less than 24 hours notice with the Tenant's or any co-resident's specific consent, or as allowed by law. If the Tenant is absent from the Premises and the City reasonably believes a health or safety emergency exists or that entry is necessary to preserve or protect the Premises from damage, the City may enter without notice. Notwithstanding the foregoing, the City will use its best efforts, at all times, to minimize any interference with Tenant's use and occupancy of the Premises.

16. **Compliance with Laws.** Tenant will comply with all applicable State, Federal and local laws and regulations.

17. **Default.** To the maximum extent allowed by law, the Tenant will be in default if the Tenant or any guest or occupant violates any terms of this Lease. After City provides written notice of the breach, Tenant will have thirty (30) days to cure the breach (five (5) days for any deficient payment). The City may commence eviction proceedings after Tenant fails to timely cure the breach in addition to any other remedies that may be available.

a. *Limitation.* The defaults contained in this Lease will be limited to conduct by Tenant or any of Tenant's invitees, guests or occupants, or to conduct in which the Tenant and any invitee, guest, occupant or resident participated. The City will mitigate its damages to the extent required by Wisconsin law.

18. **Abandoned Property.** Unless otherwise agreed upon in writing, the City will not store any items of personal property that the Tenant leaves behind when Tenant removes or is evicted from the Premises. If the abandoned personal property is a titled vehicle, manufactured or mobile home, then before disposing of it, the City will give notice, personally or by regular or certified mail, of its intent to dispose of the vehicle, manufactured or mobile home to the Tenant and any secured party of which the City has actual notice.

19. **Environmental Concerns.** Tenant will indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all actual or potential claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties,

judgments, awards, costs and expenses, including, without limitation, reasonable attorney fees and costs, that arise after the commencement of this Lease out of or relating in any way to any use, storage, transfer, generation, spill, discharge, leakage, seepage, pumping, pouring, leaching, migrations, dispersal, emission, emptying, injection, escape, dumping, disposal or release or threatened release of any hazardous materials resulting from Tenant's use or occupancy of the Premises under this Lease. This indemnification will survive the termination, cancellation or expiration of this Lease.

20. **Notices.** All notices to be given under this Lease will be in writing and delivered by mail or in person to the persons identified herein:

a. To the City: Attn: City Planner
City Hall
400 La Crosse St
La Crosse WI 54601

Copy to:

City Clerk
400 La Crosse St
La Crosse WI 54601

b. To the Tenant: Lara Philbrick-Dewald
4804 Rivercrest Drive North
La Crosse WI 54601

21. **Miscellaneous.**

a. *Entire Agreement.* This Lease is the entire agreement between the Parties and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. Tenant acknowledges and represents that the Tenant is not relying on any oral promises, representations or agreements. This Lease may be executed in multiple counterparts and will have the same legal force and effect as if the Parties had executed it as a single document. This Lease may only be amended or modified by written instrument signed by authorized representatives of both Parties.

b. *Severability.* If any provision of this Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or otherwise affecting the remainder of this Lease. The Court shall interpret the Lease and provisions herein in a manner such as to uphold the valid portions of this Lease while preserving the intent of the Parties.

c. *Applicable Law.* This Lease will be construed and enforced in accordance with the laws of the State of Wisconsin.

d. *Interpretation.* The section headings in this Lease are included only for convenience. This Lease will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

e. *Recording of Lease.* Either Party may record the Lease at its own cost and expense.

f. *Authority.* The persons signing this Lease represent and warrant that they have full power, authority and right to sign this Lease.

22. Intentionally omitted.

***

IN WITNESS HEREOF, the Parties have executed and delivered this Lease.

Dated this ____ day of ____, 2025

Tenant

_____
Lara Philbrick-Dewald

_____

Subscribed and sworn to before me this
____ day of ____, 2025.

_____
Notary Public, State of Wisconsin
My Commission: _____

Dated this ___ day of ____, 2025

City of La Crosse

_____
Shaundel Washington-Spivey, Mayor

_____
Nikki Elsen, City Clerk

Subscribed and sworn to before me this
____ day of ____, 2025.

_____
Notary Public, State of Wisconsin
My Commission: _____

Measurement Result

4,295.3 Sq Feet

EXHIBIT

tabbies

The following is a list of persons who are currently residing at the City's property listed as Exhibit A as of the date identified below:

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Dated this ____ day of _____, 2025.



WAIVER OF LIABILITY

Rivercrest Village Resident

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By signing this Waiver of Liability, I agree to waive, relinquish, discharge, release and covenant not to sue the City of La Crosse, Wisconsin, its officers, employees and agents from all claims of injury, damage, or loss that I may have or that may accrue to me arising out of, connected with, or in any way associated with my residence at Rivercrest Drive North between February 1, 2025 and December 31, 2025.

I have read this Waiver of Liability thoroughly and fully understand it and enter into it on behalf of myself, my heirs, next of kin, assigns, and personal representatives. No one has made to me any representations, statements, or inducements that change or modify anything written in this agreement.

Name _____ Signature _____ Date _____

Address: _____ Phone: _____ Age: _____

Print Witness Name _____ Witness Signature _____ Date: _____

Print Name of Child _____ Print name of Parent/Guardian _____ Age of Child _____

Address _____ Parent/Guardian signature _____

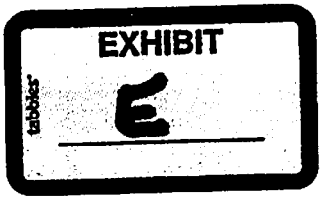
City, State, Zip _____ Phone Number _____ Date _____



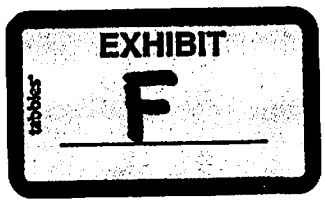
INSERT documentation of current condition (photographs from City of La Crosse Inspection Department)



INSERT documentation of valuation (obtained from City of La Crosse Assessor)



INSERT documentation including initial signed disclosure of all parties residing on the property at the time of signing the lease.



LEASE
(4803 Rivercrest Drive North)

This Lease Agreement ("Lease") is between the City of La Crosse ("City"), a municipal corporation located at 400 La Crosse Street, La Crosse, Wisconsin 54601 and the Tenant, as specifically identified below. The City and Tenant will also be referred to as "Party" or "Parties" within the Lease.

For good and valuable consideration, the Parties agree as follows:

1. **Purpose**. For a period of approximately 28 years, a mobile home operator rented land from the City and then sublet the land to Tenant and others. Recently, the mobile operator informed the City that it no longer wanted to rent land from the City, leaving the Tenant and others without a place to reside. The Tenant informed the City that it was unaware the mobile home operator did not own the land and it would a hardship for the Tenant to relocate in the short term. The Tenant requested the ability to continue residing at the Premises for longer than one year. The City does not have any desire to become a residential landlord, yet recognizes the hardship the Tenant is experiencing and does not want the Tenant to become unsheltered. The City is willing to allow the Tenant to continue to reside at the location under certain terms and conditions as provided in this Lease. The Tenant acknowledges that the City's long-term plan for the Premises is to not have any residential use on the property due to the inherent risks to the personal health and safety of Tenant, Tenant's property as well as Tenant's guests.

2. **Parties.** The Landlord to this Lease is the City. The City's primary point of contact for this Lease is the following person:

City Planner, or designee
City Hall, Third Floor
400 La Crosse Street
La Crosse, WI 54601
608-789-7512

The Tenant is identified as the following natural person or persons:

Jeff Thompson
4803 Rivercrest Drive North
La Crosse WI 54601

3. **Premises.** The City leases to the Tenant and the Tenant leases from the City the real property more particularly described in the attached **Exhibit A**. This property is commonly referred to as 4803 Rivercrest Drive North.

a. *Use and Occupancy.* Tenant will use the property for residential purposes only as allowed under the City's zoning code. Any non-residential use is prohibited.

b. *Premises in "As-Is" Condition.* City and Tenant acknowledge that the Premises shall be leased to Tenant in an "as-is" condition, except as otherwise provided in this Lease. Tenant acknowledges and affirms that the City has not made, in this Lease or otherwise, any representation or warranty, whatsoever, either express or implied, with respect to the status or condition of the Premises. Tenant further acknowledges and affirms that Tenant has made its own thorough investigations and inspections with respect to the status and condition of the Premises and has found the Premises to be satisfactory to the Tenant in every respect. The Parties will document the current condition of the Premises, and the documentation will be attached to this Lease as **Exhibit D**.

c. *Improvements and Personal Property.* The Parties acknowledge that the Premises which are the subject of this Lease are land only and that all improvements and buildings thereon were constructed by the Tenant or their predecessors in interest. There is no warranty or representation given by the City as to the condition of any improvements or personal property located at the Premises.

d. *Flood Risk.* The Tenant acknowledges and affirms that some or all of the Premises are at risk of flooding on an annual basis. The City has devoted significant resources in an attempt to avoid such risks, but there is no guarantee of safety. Notwithstanding, Tenant has decided to continue to reside at the Premises and assumes all risk to Tenant's personal safety (including death) and personal property as well as the personal safety and personal property of Tenant's guests or family members. Any Tenant, or other person Tenant allows to reside on the Premises, occupying any of the City's property identified in the attached **Exhibit B** must sign and submit an annual notarized waiver of liability in favor of the City as a condition precedent of Tenant's continuing occupation of the Premises. On an annual basis, Tenant will disclose the names of persons Tenant allows to reside on the Premises. The initial disclosure is attached as **Exhibit F**. The waiver shall be a format substantially the same as **Exhibit C**.

e. *Tenant Representation.* Tenant represents and warrants to City on the commencement date of this Lease that the Premises are, to the actual knowledge of the Tenant, in compliance with all applicable State, Federal and local laws, regulations and ordinance and shall remain so throughout the term of the Lease.

f. *No Alterations.* Tenant will not make, or allow others to make, any alterations of the Premises without the advanced written consent of the City. No Tenant alterations will occur without prior submission of written drawings, plans and specifications to the City for the City's review and

consent, which consent may be withheld in the sole and absolute discretion of the City. If advanced written consent of the City to any proposed alterations by the Tenant has been obtained, the Tenant agrees to advise the City in writing of the date upon which such alterations will commence in order to permit the City to pose notice of no responsibility. The Tenant shall keep the Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by the Tenant.

4. **Term.** The term of the Lease commences on February 1, 2025, and shall continue for ten (10) years.

a. *Holdover.* If Tenant holds over and continues to occupy the Premises beyond the term of the Lease, the City, in the absence of proof of greater damages, may recover as minimum damages four (4) times the rental value apportioned on a daily basis for the time the Tenant remains in possession.

b. *Termination for Convenience.* Tenant may terminate this Lease and vacate the Premises upon ninety (90) days advanced written notice to City.

c. *Casualty and Act of God.* Notwithstanding any other provision of this Lease, upon the occurrence of an Act of God or a casualty on the Premises that renders the Premises or mobile home unusable, untenantable, or uninhabitable, the term of this Lease shall immediately change from a ten-year lease tenancy to a year-to-year lease tenancy.

d. *Excessive Repairs.* Notwithstanding any other provision of this Lease, upon the occurrence of the total structural repairs or alterations of the mobile home exceeding fifty percent (50%) of its assessed value during the life of the mobile home, the term of this Lease shall immediately change from a ten-year lease tenancy to a year-to-year lease tenancy. The value of the mobile home will be calculated by the City's Assessor upon signing of this Lease by the Parties and be included as **Exhibit E**. The value of any structural repairs or alterations will be calculated by the City's Chief Building Inspector at the time of the structural repair or alteration.

e. *Replacement of Mobile Home.* Upon the occurrence of a triggering event as described in Sections 3(c) or (d) of this Lease, the Tenant is prohibited from replacing its mobile home on the Premises without the advanced written consent of the City.

5. **Rent and Charges.** Tenant will pay fair market rent to the City. The Tenant's rent may increase on an annual basis as determined by the annual average consumer price index – all urban consumers, as calculated by the United State bureau of labor statistics.

a. *Rent Due.* Tenant will pay the rent due in advance and without demand in the amount of Four Hundred Five Dollars ($405.00) each month. The first amount of Three Thousand Two Hundred Forty Dollars ($3,240.00) accounting for the period commencing February 1, 2025, through September 30, 2025 is due on September 1, 2025. Thereafter, Tenant's rent is due on or before the first (1st) of the month, without any grace period. Tenant shall make payment in person at City Hall, by mailing payment to the address, or online, if the City makes such online service available. Rent is considered paid when it is received by the City.

b. *Late Charges.* When Tenant fails to ensure that rent payments are received by the City in full by 11:59 pm on the fifth (5th) day of the month, Tenant must pay the City immediately and without demand in addition to the unpaid rent the sum of seventy-five dollars ($75.00). Tenant must also pay a charge of thirty-five dollars ($35.00) for each returned check or rejected electronic payment, if applicable, plus a late charge.

c. *Government Charges and Fees.* If the City receives a charge from a governmental entity that results from the creation of a zoning violation, sound, noise, litter, or any nuisance or action created by the Tenant or Tenant's guests, then any such charge will become the Tenant's responsibility to pay. The City will notify the Tenant of any such charge, which will be payable by the Tenant within thirty (30) days of the notice. If the City is required to pay the charge, the Tenant will reimburse the City for any such amounts paid.

6. **Utilities and other Services.** The Tenant is solely responsible for establishing and maintaining its utility and other services it incurs while in possession of the Premises at its own cost and expense. The Tenant will contract directly with the utility or service provider or through another person or entity willing to provide the services. Upon surrender of the Premises, it is the Tenant's responsibility to provide all required notices to utilities and service providers, and to remove Tenant's name from the services. These utilities and services may include, without limitation:

a. *Gas and Electricity.* The City does not provide gas or electrical service at the Premises. Tenant will contract with Xcel Energy (Northern States Power) or a third party at its own cost and expense. Tenant's payment of rent excludes gas and electricity. Tenant has informed the City that Tenant already established a service account with Xcel Energy.

b. *Water and Sewer.* The City provides sewer and water service through its utilities.

Tenant has told the City that Tenant no longer desires to receive water and sewer service from the Rivercrest Village Partners mobile home park entity. As a result, the City's water and sewer utilities must incur additional costs and expenses to make City utility infrastructure available for Tenants. These costs and expenses will be included in Tenant's rent. Tenant also expressly authorizes City utility staff to enter and make alterations to the Premises for this purpose.

Notwithstanding, the City does not provide water and sewer lateral connection services to Tenant's mobile from the City's infrastructure. Rather, Tenant agrees to contract with the appropriate plumber or other service provider, at its own cost and expense, to provide the lateral connection from the City's infrastructure to Tenant's mobile home.

Upon completion of the City's utility infrastructure installation project and the Tenant establishing a lateral connection at its own cost and expense, the Tenant's water and sewer expenses will be included in the Tenant's rent. Prior to the City's utility infrastructure installation project and the Tenant establishing a lateral connection, the City is not responsible for Tenant's water and sewer costs incurred by Tenant's use of the Rivercrest Village Partners mobile home park entity's water and sewer infrastructure.

c. *Phone, Cable, Internet, Satellite, etc.* The City does not provide phone, cable, internet, satellite or other similar service for the Premises. Tenant will contract directly for such services at its own cost and expense. Tenant's payment of rent excludes any such services.

d. *Stormwater.* The Tenant will pay stormwater utility charges to the City's stormwater utility as determined by such utility. Tenant's rent includes payment for any stormwater utility charges.

e. *Trash and Recycling.* The City provides trash and recycling services for single-family residences pursuant to Res. 19-0265. Assuming Tenant is eligible to receive such services under the City's public contract, then the costs and expenses are included with Tenant's rent. If the Tenant is ineligible, then the Tenant will contract separately for such services at its own cost and expense. It is the understanding of the Parties that the Tenant is eligible to receive such services.

f. *Snowplowing, heat, HVAC, plumbing, etc.* The City does not provide any snowplowing, heat, HVAC, plumbing, tree maintenance or other

services to the Premises. The Tenant will obtain such services at its own cost and expense. Tenant's payment of rent excludes such services.

7. **Repairs and Maintenance.** Tenant will not commit waste and will comply with all State, Federal and local laws, regulations and ordinances. Tenant will keep the Premises in good working order and condition as needed for Tenant's specific uses and shall maintain the Premises in a safe and tenantable condition.

a. *Obligations regarding Fixtures, Equipment and Personal Property.* All fixtures, equipment and personal property located on the Premises are owned and maintained by the Tenant. The City has no rights of ownership regarding this property. Tenant shall maintain, repair or replace any fixtures, equipment and personal property deemed necessary by Tenant, at Tenant's sole cost and expense for Tenant's use during the Term of the Lease.

b. *Tenant's Obligations upon Vacating Premises.* Upon termination or expiration of the Lease, Tenant will remove all Tenant-owned fixtures, equipment and personal property at its sole cost and expense. Tenant will bear the costs of cleaning or disposal, which reasonable cleaning or disposal costs may be assessed at the time of surrender. Any such property not removed will be considered abandoned. The City may recover its costs and expenses at all stages of disposal of abandoned property.

8. **Security Deposit.** Tenant must pay a security deposit in the amount of Four Hundred Five Dollars ($405.00), which is due on or before the date the Lease is signed. The City will mail the security deposit refund, less lawful deductions, and an itemized accounting of any deductions as provided in Wis. Stat. § 704.28. The City may withhold from your security deposit for the following: (a) Tenant damage, waste or neglect of the Premises; (b) unpaid rent for which Tenant is legally responsible; (c) any payments which Tenant owes under the Lease for utility service provided by the City but not included in the rent; (d) any payment which Tenant owes for direct utility service provided by a government-owned utility, to the extent that the City is liable for Tenant's nonpayment; (e) any reasons identified in the separate Nonstandard Rental Provisions; and (f) any other reason allowed by law.

9. **Insurance.** The Tenant acknowledges that the City does not maintain insurance to protect the Tenant against personal injury, loss or damage to Tenant's personal property or belongings, or to cover Tenant's own liability for injury, loss or damage the Tenant (or Tenant's occupants or guests) may cause others. Tenant also acknowledges that by not maintaining an insurance policy of personal liability insurance, the Tenant may be responsible to others (including the City) for the full cost of any injury, loss or damage caused by Tenant's actions or the actions of Tenant's occupants or guests. Tenant understands and agrees to maintain at all times during the Term of the Lease a

policy of personal liability insurance satisfying the requirements listed below, at Tenant's sole cost and expense.

a. *Required Policy.* Tenant is required to purchase and maintain personal liability insurance covering the Tenant and Tenant's occupants and guests for personal injury and property damage caused to third parties (including damage to City property), in a minimum policy coverage amount of five hundred thousand dollars ($500,000.00), from a carrier with an AM Best rating of A-VII or better, licensed to do business in Wisconsin. The carrier is required to provide notice to the City within thirty (30) days of any cancellation, non-renewal, or material change in Tenant's coverage. The City retains the right to hold Tenant responsible for any loss in excess of Tenant's insurance coverage. Tenant will provide proof of insurance upon reasonable request of the City.

10. **Security and Safety.** The City is not liable to Tenant, other residents on the Premises or Tenant's guests for any damage, injury or loss to person or property caused by persons, including, without limitation, theft, burglary, assault, vandalism or other offenses. The City is not liable to Tenant, other residents, or guests for personal injury or damage or loss of personal property from any cause, including, without limit, fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities or other occurrences unless such damage, injury, or loss is caused exclusively by the City's negligence, unless otherwise required by law.

a. *Security Services.* Tenant acknowledges that the City does not provide personal security services to Tenant, other residents or guests. Tenant affirms that the City is not required to provide any private security services and that no security devices or measures exist on the Premises.

b. *Smoke and Carbon Monoxide Detectors.* Tenant will install and maintain any smoke and carbon monoxide detectors on the Premises.

c. *Emergency Shelter.* The City does not provide any emergency shelter.

d. *Limitations.* Nothing in this Lease should be construed to relieve the City from liability for property damage or personal injury caused by negligent acts or omissions of the City, as allowed by law, or to impose liability on the resident for personal injury arising from causes clearly beyond the Tenant's control, or for property damage caused by natural disasters or by persons other than the Tenant, other residents or guests.

Nothing in this Lease is intended or shall be construed to be a waiver or estoppel by City or its insurer (or otherwise affect their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. As of the

commencement date of this Lease, each Party represents that it does not have notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by itself or any third party against the other Party to the Lease.

11. **Notice of Domestic Abuse Protections.**

a. As provided in Wis. Stat. § 106.50(5m)(dm), a resident has a defense to an eviction action if the resident can prove that the landlord knew, or should have known, the resident is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following: (1) a person who was not the resident's invited guest; or (2) a person who was the resident's invited guest, but he resident has done either of the following: (a) sought an injunction barring the person from the premises, or (b) provided a written statement to the landlord stating that the person will no longer be an invited guest of the resident and the resident has not subsequently invited the person to be the resident's guest.

b. A resident who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the Lease in certain limited situations, as provided in Wis. Stat. § 704.16. If the resident has safety concerns, the resident should contact a local victim service provider or law enforcement agency.

c. A resident is advised that this notice is only a summary of the resident's rights and the specific language of the statutes governs in all instances.

12. **Notice of Convictions and Registrations**. Tenant will notify the City if Tenant or any occupants are convicted of (a) any felony, or (b) any misdemeanor involving a controlled substance, violence to another person or destruction of property. Tenant will notify the City if Tenant or any occupant registers as a sex offender in any State. Informing the City of criminal convictions or sex offender registry does not waive the City's right to evict you by judicial eviction procedures as provided in Chapter 799 of the Wisconsin Statutes.

13. **Prohibited Conduct**. Tenant, Tenant's occupants, guests or guests of any occupant, may not engage in the following activities: (a) criminal conduct; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence, possessing a weapon prohibited by state law; discharging a firearm on the Premises; (b) behaving in a loud or obnoxious manner; (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including City employees or agents) near the Premises; (d) disrupting City business operations; (e) tampering with utilities; or (f) bringing hazardous materials onto the Premises.

14. **No Assignment or Subletting.** Tenant agrees to not rent or offer to rent the Premises or any part thereof to anyone else. Tenant agrees to not accept anything of value from anyone else for the use of any part of the Premises. Tenant agrees to not list any part of the Premises on any lodging rental website or with any service that advertises rentals. Tenant will not assign its interest, or any part thereof, in this Lease to any other person or entity without the advanced prior written consent of the City, which the City will decide in its sole and absolute discretion.

15. **Entry on Premises.** The City may enter the Premises at reasonable times, upon 24-hour notice, or as allowed by law for the purpose of inspecting the Premises, making repairs, or performing another landlord function. The City may enter with less than 24 hours notice with the Tenant's or any co-resident's specific consent, or as allowed by law. If the Tenant is absent from the Premises and the City reasonably believes a health or safety emergency exists or that entry is necessary to preserve or protect the Premises from damage, the City may enter without notice. Notwithstanding the foregoing, the City will use its best efforts, at all times, to minimize any interference with Tenant's use and occupancy of the Premises.

16. **Compliance with Laws.** Tenant will comply with all applicable State, Federal and local laws and regulations.

17. **Default.** To the maximum extent allowed by law, the Tenant will be in default if the Tenant or any guest or occupant violates any terms of this Lease. After City provides written notice of the breach, Tenant will have thirty (30) days to cure the breach (five (5) days for any deficient payment). The City may commence eviction proceedings after Tenant fails to timely cure the breach in addition to any other remedies that may be available.

a. *Limitation.* The defaults contained in this Lease will be limited to conduct by Tenant or any of Tenant's invitees, guests or occupants, or to conduct in which the Tenant and any invitee, guest, occupant or resident participated. The City will mitigate its damages to the extent required by Wisconsin law.

18. **Abandoned Property.** Unless otherwise agreed upon in writing, the City will not store any items of personal property that the Tenant leaves behind when Tenant removes or is evicted from the Premises. If the abandoned personal property is a titled vehicle, manufactured or mobile home, then before disposing of it, the City will give notice, personally or by regular or certified mail, of its intent to dispose of the vehicle, manufactured or mobile home to the Tenant and any secured party of which the City has actual notice.

19. **Environmental Concerns.** Tenant will indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all actual or potential claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties,

judgments, awards, costs and expenses, including, without limitation, reasonable attorney fees and costs, that arise after the commencement of this Lease out of or relating in any way to any use, storage, transfer, generation, spill, discharge, leakage, seepage, pumping, pouring, leaching, migrations, dispersal, emission, emptying, injection, escape, dumping, disposal or release or threatened release of any hazardous materials resulting from Tenant's use or occupancy of the Premises under this Lease. This indemnification will survive the termination, cancellation or expiration of this Lease.

20. **Notices.** All notices to be given under this Lease will be in writing and delivered by mail or in person to the persons identified herein:

a. To the City: Attn: City Planner
City Hall
400 La Crosse St
La Crosse, WI 54601

Copy to:

City Clerk
400 La Crosse St
La Crosse WI 54601

b. To the Tenant: Jeff Thompson
4803 Rivercrest Drive North
La Crosse WI 54601

21. **Miscellaneous.**

a. *Entire Agreement.* This Lease is the entire agreement between the Parties and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. Tenant acknowledges and represents that the Tenant is not relying on any oral promises, representations or agreements. This Lease may be executed in multiple counterparts and will have the same legal force and effect as if the Parties had executed it as a single document. This Lease may only be amended or modified by written instrument signed by authorized representatives of both Parties.

b. *Severability.* If any provision of this Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or otherwise affecting the remainder of this Lease. The Court shall interpret the Lease and provisions herein in a manner such as to uphold the valid portions of this Lease while preserving the intent of the Parties.

c. *Applicable Law.* This Lease will be construed and enforced in accordance with the laws of the State of Wisconsin.

d. *Interpretation.* The section headings in this Lease are included only for convenience. This Lease will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

e. *Recording of Lease.* Either Party may record the Lease at its own cost and expense.

f. *Authority.* The persons signing this Lease represent and warrant that they have full power, authority and right to sign this Lease.

22. Intentionally omitted.

***

IN WITNESS HEREOF, the Parties have executed and delivered this Lease.

Dated this ____ day of ____, 2025

Tenant

_____
Jeff Thompson

_____

Subscribed and sworn to before me this
____ day of ____, 2025.

_____
Notary Public, State of Wisconsin
My Commission: _____

Dated this ___ day of ____, 2025

City of La Crosse

_____
Shaundel Washington-Spivey, Mayor

_____
Nikki Elsen, City Clerk

Subscribed and sworn to before me this
____ day of ____, 2025.

_____
Notary Public, State of Wisconsin
My Commission: _____

Measurement Result

8,073.2 Sq Feet

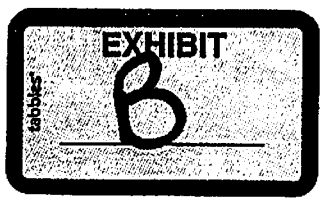
The following is a list of persons who are currently residing at the City's property listed as Exhibit A as of the date identified below:

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Dated this ____ day of _____, 2025.



WAIVER OF LIABILITY

BEFORE SIGNING THIS WAIVER AND RELEASE, READ THIS ENTIRE DOCUMENT VERY CAREFULLY. IF AN ACCIDENT WERE TO OCCUR INVOLVING YOU, THEN YOU WOULD BE GIVING UP LEGAL RIGHTS THAT YOU MIGHT OTHERWISE HAVE BY SIGNING THIS WAIVER AND RELEASE. IF YOU DO NOT UNDERSTAND ANYTHING IN THIS DOCUMENT, OR IF YOU OBJECT TO ANY PROVISION CONTAINED IN THIS DOCUMENT, YOU SHOULD NOT SIGN THIS DOCUMENT AS IT IS DRAFTED, BUT RATHER SEEK ADVICE FROM YOUR LEGAL COUNSEL. REQUESTS FOR MODIFICATIONS MAY BE DIRECTED TO THE CITY ATTORNEY'S OFFICE AT 608.789.7511 WEEKDAYS BETWEEN 8:00 AM - 4:00 PM.

By signing this Waiver of Liability, I understand that residing at the mobile home at Rivercrest Drive North has inherently dangerous risks of flooding associated with it. These risks could include serious bodily injury, permanent disability and even death. There might be other personal risks associated with residing at this location which could result in severe social and economic losses whether or not known or readily foreseeable at this time, which might result not only from my actions, but also from the actions, inactions or negligence of others, or the condition of the premises.

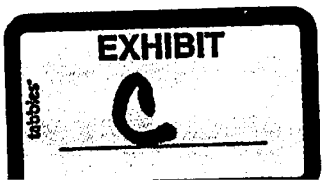
By signing this Waiver of Liability, I fully accept all such risks of any injury, damage or loss regardless of severity that I may sustain and all responsibility for losses, costs and damages incurred as a resident at Rivercrest Drive North and all activities connected with or associated with my residing on City property between February 1, 2025 and December 31, 2025.

By signing this Waiver of Liability, I agree to waive, relinquish, discharge, release and covenant not to sue the City of La Crosse, Wisconsin, its officers, employees and agents from all claims of injury, damage, or loss that I may have or that may accrue to me arising out of, connected with, or in any way associated with my residence at Rivercrest Drive North between February 1, 2025 and December 31, 2025.

I have read this Waiver of Liability thoroughly and fully understand it and enter into it on behalf of myself, my heirs, next of kin, assigns, and personal representatives. No one has made to me any representations, statements, or inducements that change or modify anything written in this agreement.

Name	Signature	Date
Address:	Phone:	Age:
Print Witness Name	Witness Signature	Date:

Print Name of Child	Print name of Parent/Guardian	Age of Child
Address	Parent/Guardian signature	
City, State, Zip	Phone Number	Date



INSERT documentation of current condition (photographs from City of La Crosse Inspection Department)



INSERT documentation of valuation (obtained from City of La Crosse Assessor)



INSERT documentation including initial signed disclosure of all parties residing on the property at the time of signing the lease.



LEASE
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For good and valuable consideration, the Parties agree as follows:

1. **Purpose**. For a period of approximately 28 years, a mobile home operator rented land from the City and then sublet the land to Tenant and others. Recently, the mobile operator informed the City that it no longer wanted to rent land from the City, leaving the Tenant and others without a place to reside. The Tenant informed the City that it was unaware the mobile home operator did not own the land and it would a hardship for the Tenant to relocate in the short term. The Tenant requested the ability to continue residing at the Premises for longer than one year. The City does not have any desire to become a residential landlord, yet recognizes the hardship the Tenant is experiencing and does not want the Tenant to become unsheltered. The City is willing to allow the Tenant to continue to reside at the location under certain terms and conditions as provided in this Lease. The Tenant acknowledges that the City's long-term plan for the Premises is to not have any residential use on the property due to the inherent risks to the personal health and safety of Tenant, Tenant's property as well as Tenant's guests.

2. **Parties.** The Landlord to this Lease is the City. The City's primary point of contact for this Lease is the following person:

City Planner, or designee
City Hall, Third Floor
400 La Crosse Street
La Crosse, WI 54601
608-789-7512

The Tenant is identified as the following natural person or persons:

Diane Fagan
4802 Rivercrest Drive North
La Crosse WI 54601

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c. *Improvements and Personal Property.* The Parties acknowledge that the Premises which are the subject of this Lease are land only and that all improvements and buildings thereon were constructed by the Tenant or their predecessors in interest. There is no warranty or representation given by the City as to the condition of any improvements or personal property located at the Premises.

d. *Flood Risk.* The Tenant acknowledges and affirms that some or all of the Premises are at risk of flooding on an annual basis. The City has devoted significant resources in an attempt to avoid such risks, but there is no guarantee of safety. Notwithstanding, Tenant has decided to continue to reside at the Premises and assumes all risk to Tenant's personal safety (including death) and personal property as well as the personal safety and personal property of Tenant's guests or family members. Any Tenant, or other person Tenant allows to reside on the Premises, occupying any of the City's property identified in the attached **Exhibit B** must sign and submit an annual notarized waiver of liability in favor of the City as a condition precedent of Tenant's continuing occupation of the Premises. On an annual basis, Tenant will disclose the names of persons Tenant allows to reside on the Premises. The initial disclosure is attached as **Exhibit F**. The waiver shall be a format substantially the same as **Exhibit C**.

e. *Tenant Representation.* Tenant represents and warrants to City on the commencement date of this Lease that the Premises are, to the actual knowledge of the Tenant, in compliance with all applicable State, Federal and local laws, regulations and ordinance and shall remain so throughout the term of the Lease.

f. *No Alterations.* Tenant will not make, or allow others to make, any alterations of the Premises without the advanced written consent of the City. No Tenant alterations will occur without prior submission of written drawings, plans and specifications to the City for the City's review and

consent, which consent may be withheld in the sole and absolute discretion of the City. If advanced written consent of the City to any proposed alterations by the Tenant has been obtained, the Tenant agrees to advise the City in writing of the date upon which such alterations will commence in order to permit the City to pose notice of no responsibility. The Tenant shall keep the Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by the Tenant.

4. **Term.** The term of the Lease commences on February 1, 2025, and shall continue for ten (10) years.

a. *Holdover.* If Tenant holds over and continues to occupy the Premises beyond the term of the Lease, the City, in the absence of proof of greater damages, may recover as minimum damages four (4) times the rental value apportioned on a daily basis for the time the Tenant remains in possession.

b. *Termination for Convenience.* Tenant may terminate this Lease and vacate the Premises upon ninety (90) days advanced written notice to City.

c. *Casualty and Act of God.* Notwithstanding any other provision of this Lease, upon the occurrence of an Act of God or a casualty on the Premises that renders the Premises or mobile home unusable, untenantable, or uninhabitable, the term of this Lease shall immediately change from a ten-year lease tenancy to a year-to-year lease tenancy.

d. *Excessive Repairs.* Notwithstanding any other provision of this Lease, upon the occurrence of the total structural repairs or alterations of the mobile home exceeding fifty percent (50%) of its assessed value during the life of the mobile home, the term of this Lease shall immediately change from a ten-year lease tenancy to a year-to-year lease tenancy. The value of the mobile home will be calculated by the City's Assessor upon signing of this Lease by the Parties and be included as **Exhibit E**. The value of any structural repairs or alterations will be calculated by the City's Chief Building Inspector at the time of the structural repair or alteration.

e. *Replacement of Mobile Home.* Upon the occurrence of a triggering event as described in Sections 3(c) or (d) of this Lease, the Tenant is prohibited from replacing its mobile home on the Premises without the advanced written consent of the City.

5. **Rent and Charges.** Tenant will pay fair market rent to the City. The Tenant's rent may increase on an annual basis as determined by the annual average consumer price index – all urban consumers, as calculated by the United State bureau of labor statistics.

a. *Rent Due.* Tenant will pay the rent due in advance and without demand in the amount of Four Hundred Five Dollars ($405.00) each month. The first amount of Three Thousand Two Hundred Forty Dollars ($3,240.00) accounting for the period commencing February 1, 2025, through September 30, 2025 is due on September 1, 2025. Thereafter, Tenant's rent is due on or before the first (1st) of the month, without any grace period. Tenant shall make payment in person at City Hall, by mailing payment to the address, or online, if the City makes such online service available. Rent is considered paid when it is received by the City.

b. *Late Charges.* When Tenant fails to ensure that rent payments are received by the City in full by 11:59 pm on the fifth (5th) day of the month, Tenant must pay the City immediately and without demand in addition to the unpaid rent the sum of seventy-five dollars ($75.00). Tenant must also pay a charge of thirty-five dollars ($35.00) for each returned check or rejected electronic payment, if applicable, plus a late charge.

c. *Government Charges and Fees.* If the City receives a charge from a governmental entity that results from the creation of a zoning violation, sound, noise, litter, or any nuisance or action created by the Tenant or Tenant's guests, then any such charge will become the Tenant's responsibility to pay. The City will notify the Tenant of any such charge, which will be payable by the Tenant within thirty (30) days of the notice. If the City is required to pay the charge, the Tenant will reimburse the City for any such amounts paid.

6. **Utilities and other Services.** The Tenant is solely responsible for establishing and maintaining its utility and other services it incurs while in possession of the Premises at its own cost and expense. The Tenant will contract directly with the utility or service provider or through another person or entity willing to provide the services. Upon surrender of the Premises, it is the Tenant's responsibility to provide all required notices to utilities and service providers, and to remove Tenant's name from the services. These utilities and services may include, without limitation:

a. *Gas and Electricity.* The City does not provide gas or electrical service at the Premises. Tenant will contract with Xcel Energy (Northern States Power) or a third party at its own cost and expense. Tenant's payment of rent excludes gas and electricity. Tenant has informed the City that Tenant already established a service account with Xcel Energy.

b. *Water and Sewer.* The City provides sewer and water service through its utilities.

Tenant has told the City that Tenant no longer desires to receive water and sewer service from the Rivercrest Village Partners mobile home park entity. As a result, the City's water and sewer utilities must incur additional costs and expenses to make City utility infrastructure available for Tenants. These costs and expenses will be included in Tenant's rent. Tenant also expressly authorizes City utility staff to enter and make alterations to the Premises for this purpose.

Notwithstanding, the City does not provide water and sewer lateral connection services to Tenant's mobile from the City's infrastructure. Rather, Tenant agrees to contract with the appropriate plumber or other service provider, at its own cost and expense, to provide the lateral connection from the City's infrastructure to Tenant's mobile home.

Upon completion of the City's utility infrastructure installation project and the Tenant establishing a lateral connection at its own cost and expense, the Tenant's water and sewer expenses will be included in the Tenant's rent. Prior to the City's utility infrastructure installation project and the Tenant establishing a lateral connection, the City is not responsible for Tenant's water and sewer costs incurred by Tenant's use of the Rivercrest Village Partners mobile home park entity's water and sewer infrastructure.

c. *Phone, Cable, Internet, Satellite, etc.* The City does not provide phone, cable, internet, satellite or other similar service for the Premises. Tenant will contract directly for such services at its own cost and expense. Tenant's payment of rent excludes any such services.

d. *Stormwater.* The Tenant will pay stormwater utility charges to the City's stormwater utility as determined by such utility. Tenant's rent includes payment for any stormwater utility charges.

e. *Trash and Recycling.* The City provides trash and recycling services for single-family residences pursuant to Res. 19-0265. Assuming Tenant is eligible to receive such services under the City's public contract, then the costs and expenses are included with Tenant's rent. If the Tenant is ineligible, then the Tenant will contract separately for such services at its own cost and expense. It is the understanding of the Parties that the Tenant is eligible to receive such services.

f. *Snowplowing, heat, HVAC, plumbing, etc.* The City does not provide any snowplowing, heat, HVAC, plumbing, tree maintenance or other

services to the Premises. The Tenant will obtain such services at its own cost and expense. Tenant's payment of rent excludes such services.

7. **Repairs and Maintenance.** Tenant will not commit waste and will comply with all State, Federal and local laws, regulations and ordinances. Tenant will keep the Premises in good working order and condition as needed for Tenant's specific uses and shall maintain the Premises in a safe and tenantable condition.

a. *Obligations regarding Fixtures, Equipment and Personal Property.* All fixtures, equipment and personal property located on the Premises are owned and maintained by the Tenant. The City has no rights of ownership regarding this property. Tenant shall maintain, repair or replace any fixtures, equipment and personal property deemed necessary by Tenant, at Tenant's sole cost and expense for Tenant's use during the Term of the Lease.

b. *Tenant's Obligations upon Vacating Premises.* Upon termination or expiration of the Lease, Tenant will remove all Tenant-owned fixtures, equipment and personal property at its sole cost and expense. Tenant will bear the costs of cleaning or disposal, which reasonable cleaning or disposal costs may be assessed at the time of surrender. Any such property not removed will be considered abandoned. The City may recover its costs and expenses at all stages of disposal of abandoned property.

8. **Security Deposit.** Tenant must pay a security deposit in the amount of Four Hundred Five Dollars ($405.00), which is due on or before the date the Lease is signed. The City will mail the security deposit refund, less lawful deductions, and an itemized accounting of any deductions as provided in Wis. Stat. § 704.28. The City may withhold from your security deposit for the following: (a) Tenant damage, waste or neglect of the Premises; (b) unpaid rent for which Tenant is legally responsible; (c) any payments which Tenant owes under the Lease for utility service provided by the City but not included in the rent; (d) any payment which Tenant owes for direct utility service provided by a government-owned utility, to the extent that the City is liable for Tenant's nonpayment; (e) any reasons identified in the separate Nonstandard Rental Provisions; and (f) any other reason allowed by law.

9. **Insurance.** The Tenant acknowledges that the City does not maintain insurance to protect the Tenant against personal injury, loss or damage to Tenant's personal property or belongings, or to cover Tenant's own liability for injury, loss or damage the Tenant (or Tenant's occupants or guests) may cause others. Tenant also acknowledges that by not maintaining an insurance policy of personal liability insurance, the Tenant may be responsible to others (including the City) for the full cost of any injury, loss or damage caused by Tenant's actions or the actions of Tenant's occupants or guests. Tenant understands and agrees to maintain at all times during the Term of the Lease a

policy of personal liability insurance satisfying the requirements listed below, at Tenant's sole cost and expense.

a. *Required Policy.* Tenant is required to purchase and maintain personal liability insurance covering the Tenant and Tenant's occupants and guests for personal injury and property damage caused to third parties (including damage to City property), in a minimum policy coverage amount of five hundred thousand dollars ($500,000.00), from a carrier with an AM Best rating of A-VII or better, licensed to do business in Wisconsin. The carrier is required to provide notice to the City within thirty (30) days of any cancellation, non-renewal, or material change in Tenant's coverage. The City retains the right to hold Tenant responsible for any loss in excess of Tenant's insurance coverage. Tenant will provide proof of insurance upon reasonable request of the City.

10. **Security and Safety.** The City is not liable to Tenant, other residents on the Premises or Tenant's guests for any damage, injury or loss to person or property caused by persons, including, without limitation, theft, burglary, assault, vandalism or other offenses. The City is not liable to Tenant, other residents, or guests for personal injury or damage or loss of personal property from any cause, including, without limit, fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities or other occurrences unless such damage, injury, or loss is caused exclusively by the City's negligence, unless otherwise required by law.

a. *Security Services.* Tenant acknowledges that the City does not provide personal security services to Tenant, other residents or guests. Tenant affirms that the City is not required to provide any private security services and that no security devices or measures exist on the Premises.

b. *Smoke and Carbon Monoxide Detectors.* Tenant will install and maintain any smoke and carbon monoxide detectors on the Premises.

c. *Emergency Shelter.* The City does not provide any emergency shelter.

d. *Limitations.* Nothing in this Lease should be construed to relieve the City from liability for property damage or personal injury caused by negligent acts or omissions of the City, as allowed by law, or to impose liability on the resident for personal injury arising from causes clearly beyond the Tenant's control, or for property damage caused by natural disasters or by persons other than the Tenant, other residents or guests.

Nothing in this Lease is intended or shall be construed to be a waiver or estoppel by City or its insurer (or otherwise affect their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. As of the

commencement date of this Lease, each Party represents that it does not have notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by itself or any third party against the other Party to the Lease.

11. **Notice of Domestic Abuse Protections.**

a. As provided in Wis. Stat. § 106.50(5m)(dm), a resident has a defense to an eviction action if the resident can prove that the landlord knew, or should have known, the resident is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following: (1) a person who was not the resident's invited guest; or (2) a person who was the resident's invited guest, but he resident has done either of the following: (a) sought an injunction barring the person from the premises, or (b) provided a written statement to the landlord stating that the person will no longer be an invited guest of the resident and the resident has not subsequently invited the person to be the resident's guest.

b. A resident who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the Lease in certain limited situations, as provided in Wis. Stat. § 704.16. If the resident has safety concerns, the resident should contact a local victim service provider or law enforcement agency.

c. A resident is advised that this notice is only a summary of the resident's rights and the specific language of the statutes governs in all instances.

12. **Notice of Convictions and Registrations**. Tenant will notify the City if Tenant or any occupants are convicted of (a) any felony, or (b) any misdemeanor involving a controlled substance, violence to another person or destruction of property. Tenant will notify the City if Tenant or any occupant registers as a sex offender in any State. Informing the City of criminal convictions or sex offender registry does not waive the City's right to evict you by judicial eviction procedures as provided in Chapter 799 of the Wisconsin Statutes.

13. **Prohibited Conduct**. Tenant, Tenant's occupants, guests or guests of any occupant, may not engage in the following activities: (a) criminal conduct; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence, possessing a weapon prohibited by state law; discharging a firearm on the Premises; (b) behaving in a loud or obnoxious manner; (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including City employees or agents) near the Premises; (d) disrupting City business operations; (e) tampering with utilities; or (f) bringing hazardous materials onto the Premises.

14. **No Assignment or Subletting.** Tenant agrees to not rent or offer to rent the Premises or any part thereof to anyone else. Tenant agrees to not accept anything of value from anyone else for the use of any part of the Premises. Tenant agrees to not list any part of the Premises on any lodging rental website or with any service that advertises rentals. Tenant will not assign its interest, or any part thereof, in this Lease to any other person or entity without the advanced prior written consent of the City, which the City will decide in its sole and absolute discretion.

15. **Entry on Premises.** The City may enter the Premises at reasonable times, upon 24-hour notice, or as allowed by law for the purpose of inspecting the Premises, making repairs, or performing another landlord function. The City may enter with less than 24 hours notice with the Tenant's or any co-resident's specific consent, or as allowed by law. If the Tenant is absent from the Premises and the City reasonably believes a health or safety emergency exists or that entry is necessary to preserve or protect the Premises from damage, the City may enter without notice. Notwithstanding the foregoing, the City will use its best efforts, at all times, to minimize any interference with Tenant's use and occupancy of the Premises.

16. **Compliance with Laws.** Tenant will comply with all applicable State, Federal and local laws and regulations.

17. **Default.** To the maximum extent allowed by law, the Tenant will be in default if the Tenant or any guest or occupant violates any terms of this Lease. After City provides written notice of the breach, Tenant will have thirty (30) days to cure the breach (five (5) days for any deficient payment). The City may commence eviction proceedings after Tenant fails to timely cure the breach in addition to any other remedies that may be available.

a. *Limitation.* The defaults contained in this Lease will be limited to conduct by Tenant or any of Tenant's invitees, guests or occupants, or to conduct in which the Tenant and any invitee, guest, occupant or resident participated. The City will mitigate its damages to the extent required by Wisconsin law.

18. **Abandoned Property.** Unless otherwise agreed upon in writing, the City will not store any items of personal property that the Tenant leaves behind when Tenant removes or is evicted from the Premises. If the abandoned personal property is a titled vehicle, manufactured or mobile home, then before disposing of it, the City will give notice, personally or by regular or certified mail, of its intent to dispose of the vehicle, manufactured or mobile home to the Tenant and any secured party of which the City has actual notice.

19. **Environmental Concerns.** Tenant will indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all actual or potential claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties,

judgments, awards, costs and expenses, including, without limitation, reasonable attorney fees and costs, that arise after the commencement of this Lease out of or relating in any way to any use, storage, transfer, generation, spill, discharge, leakage, seepage, pumping, pouring, leaching, migrations, dispersal, emission, emptying, injection, escape, dumping, disposal or release or threatened release of any hazardous materials resulting from Tenant's use or occupancy of the Premises under this Lease. This indemnification will survive the termination, cancellation or expiration of this Lease.

20. **Notices.** All notices to be given under this Lease will be in writing and delivered by mail or in person to the persons identified herein:

a. To the City: Attn: City Planner
City Hall
400 La Crosse St.
La Crosse, WI 54601

Copy to:

City Clerk
400 La Crosse Street
La Crosse WI 54601

b. To the Tenant: Diane Fagan
4802 Rivercrest Drive North
La Crosse WI 54601

21. **Miscellaneous.**

a. *Entire Agreement.* This Lease is the entire agreement between the Parties and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. Tenant acknowledges and represents that the Tenant is not relying on any oral promises, representations or agreements. This Lease may be executed in multiple counterparts and will have the same legal force and effect as if the Parties had executed it as a single document. This Lease may only be amended or modified by written instrument signed by authorized representatives of both Parties.

b. *Severability.* If any provision of this Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or otherwise affecting the remainder of this Lease. The Court shall interpret the Lease and provisions herein in a manner such as to uphold the valid portions of this Lease while preserving the intent of the Parties.

c. *Applicable Law.* This Lease will be construed and enforced in accordance with the laws of the State of Wisconsin.

d. *Interpretation.* The section headings in this Lease are included only for convenience. This Lease will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

e. *Recording of Lease.* Either Party may record the Lease at its own cost and expense.

f. *Authority.* The persons signing this Lease represent and warrant that they have full power, authority and right to sign this Lease.

22. Intentionally omitted.

***

IN WITNESS HEREOF, the Parties have executed and delivered this Lease.

Dated this ____ day of ____, 2025

Tenant

_____
Diane Fagan

_____

Subscribed and sworn to before me this
____ day of ____, 2025.

_____
Notary Public, State of Wisconsin
My Commission: _____

Dated this ___ day of ____, 2025

City of La Crosse

_____
Shaundel Washington-Spivey, Mayor

_____
Nikki Elsen, City Clerk

Subscribed and sworn to before me this
____ day of ____, 2025.

_____
Notary Public, State of Wisconsin
My Commission: _____

Measurement
Sq Feet
Measurement Result
13,479.1 Sq Feet
14
RIVERCREST DR N

EXHIBIT
tabbies

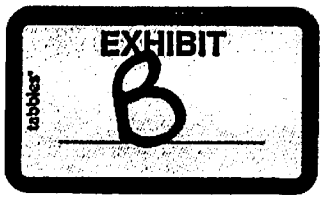
The following is a list of persons who are currently residing at the City's property listed as Exhibit A as of the date identified below:

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Dated this ____ day of _____, 2025.



WAIVER OF LIABILITY

BEFORE SIGNING THIS WAIVER AND RELEASE, READ THIS ENTIRE DOCUMENT VERY CAREFULLY. IF AN ACCIDENT WERE TO OCCUR INVOLVING YOU, THEN YOU WOULD BE GIVING UP LEGAL RIGHTS THAT YOU MIGHT OTHERWISE HAVE BY SIGNING THIS WAIVER AND RELEASE. IF YOU DO NOT UNDERSTAND ANYTHING IN THIS DOCUMENT, OR IF YOU OBJECT TO ANY PROVISION CONTAINED IN THIS DOCUMENT, YOU SHOULD NOT SIGN THIS DOCUMENT AS IT IS DRAFTED, BUT RATHER SEEK ADVICE FROM YOUR LEGAL COUNSEL. REQUESTS FOR MODIFICATIONS MAY BE DIRECTED TO THE CITY ATTORNEY'S OFFICE AT 608.789.7511 WEEKDAYS BETWEEN 8:00 AM - 4:00 PM.

By signing this Waiver of Liability, I understand that residing at the mobile home at Rivercrest Drive North has inherently dangerous risks of flooding associated with it. These risks could include serious bodily injury, permanent disability and even death. There might be other personal risks associated with residing at this location which could result in severe social and economic losses whether or not known or readily foreseeable at this time, which might result not only from my actions, but also from the actions, inactions or negligence of others, or the condition of the premises.

By signing this Waiver of Liability, I fully accept all such risks of any injury, damage or loss regardless of severity that I may sustain and all responsibility for losses, costs and damages incurred as a resident at Rivercrest Drive North and all activities connected with or associated with my residing on City property between February 1, 2025 and December 31, 2025.

By signing this Waiver of Liability, I agree to waive, relinquish, discharge, release and covenant not to sue the City of La Crosse, Wisconsin, its officers, employees and agents from all claims of injury, damage, or loss that I may have or that may accrue to me arising out of, connected with, or in any way associated with my residence at Rivercrest Drive North between February 1, 2025 and December 31, 2025.

I have read this Waiver of Liability thoroughly and fully understand it and enter into it on behalf of myself, my heirs, next of kin, assigns, and personal representatives. No one has made to me any representations, statements, or inducements that change or modify anything written in this agreement.

Name	Signature	Date
Address:	Phone:	Age:
Print Witness Name	Witness Signature	Date:

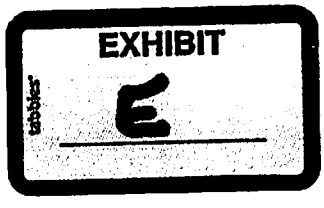
Print Name of Child	Print name of Parent/Guardian	Age of Child
Address	Parent/Guardian signature	
City, State, Zip	Phone Number	Date

EXHIBIT C

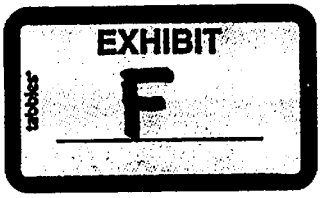
INSERT documentation of current condition (photographs from City of La Crosse Inspection Department)



INSERT documentation of valuation (obtained from City of La Crosse Assessor)



INSERT documentation including initial signed disclosure of all parties residing on the property at the time of signing the lease.



LEASE
(4801 Rivercrest Drive North)

This Lease Agreement ("Lease") is between the City of La Crosse ("City"), a municipal corporation located at 400 La Crosse Street, La Crosse, Wisconsin 54601 and the Tenant, as specifically identified below. The City and Tenant will also be referred to as "Party" or "Parties" within the Lease.

For good and valuable consideration, the Parties agree as follows:

1. **Purpose**. For a period of approximately 28 years, a mobile home operator rented land from the City and then sublet the land to Tenant and others. Recently, the mobile operator informed the City that it no longer wanted to rent land from the City, leaving the Tenant and others without a place to reside. The Tenant informed the City that it was unaware the mobile home operator did not own the land and it would a hardship for the Tenant to relocate in the short term. The Tenant requested the ability to continue residing at the Premises for longer than one year. The City does not have any desire to become a residential landlord, yet recognizes the hardship the Tenant is experiencing and does not want the Tenant to become unsheltered. The City is willing to allow the Tenant to continue to reside at the location under certain terms and conditions as provided in this Lease. The Tenant acknowledges that the City's long-term plan for the Premises is to not have any residential use on the property due to the inherent risks to the personal health and safety of Tenant, Tenant's property as well as Tenant's guests.

2. **Parties.** The Landlord to this Lease is the City. The City's primary point of contact for this Lease is the following person:

City Planner, or designee
City Hall, Third Floor
400 La Crosse Street
La Crosse, WI 54601
608-789-7512

The Tenant is identified as the following natural person or persons:

Theresa Moore
4801 Rivercrest Drive North
La Crosse WI 54601

Christina LaBeff
4801 Rivercrest Drive North
La Crosse WI 54601

3. **Premises.** The City leases to the Tenant and the Tenant leases from the City the real property more particularly described in the attached **Exhibit A**. This property is commonly referred to as 4801 Rivercrest Drive North.

a. *Use and Occupancy.* Tenant will use the property for residential purposes only as allowed under the City's zoning code. Any non-residential use is prohibited.

b. *Premises in "As-Is" Condition.* City and Tenant acknowledge that the Premises shall be leased to Tenant in an "as-is" condition, except as otherwise provided in this Lease. Tenant acknowledges and affirms that the City has not made, in this Lease or otherwise, any representation or warranty, whatsoever, either express or implied, with respect to the status or condition of the Premises. Tenant further acknowledges and affirms that Tenant has made its own thorough investigations and inspections with respect to the status and condition of the Premises and has found the Premises to be satisfactory to the Tenant in every respect. The Parties will document the current condition of the Premises, and the documentation will be attached to this Lease as **Exhibit D**.

c. *Improvements and Personal Property.* The Parties acknowledge that the Premises which are the subject of this Lease are land only and that all improvements and buildings thereon were constructed by the Tenant or their predecessors in interest. There is no warranty or representation given by the City as to the condition of any improvements or personal property located at the Premises.

d. *Flood Risk.* The Tenant acknowledges and affirms that some or all of the Premises are at risk of flooding on an annual basis. The City has devoted significant resources in an attempt to avoid such risks, but there is no guarantee of safety. Notwithstanding, Tenant has decided to continue to reside at the Premises and assumes all risk to Tenant's personal safety (including death) and personal property as well as the personal safety and personal property of Tenant's guests or family members. Any Tenant, or other person Tenant allows to reside on the Premises, occupying any of the City's property identified in the attached **Exhibit B** must sign and submit an annual notarized waiver of liability in favor of the City as a condition precedent of Tenant's continuing occupation of the Premises. On an annual basis, Tenant will disclose the names of persons Tenant allows to reside on the Premises. The initial disclosure is attached as **Exhibit F**. The waiver shall be a format substantially the same as **Exhibit C**.

e. *Tenant Representation.* Tenant represents and warrants to City on the commencement date of this Lease that the Premises are, to the actual knowledge of the Tenant, in compliance with all applicable State, Federal and local laws, regulations and ordinance and shall remain so throughout the term of the Lease.

f. *No Alterations.* Tenant will not make, or allow others to make, any alterations of the Premises without the advanced written consent of the City. No Tenant alterations will occur without prior submission of written drawings, plans and specifications to the City for the City's review and consent, which consent may be withheld in the sole and absolute discretion of the City. If advanced written consent of the City to any proposed alterations by the Tenant has been obtained, the Tenant agrees to advise the City in writing of the date upon which such alterations will commence in order to permit the City to pose notice of no responsibility. The Tenant shall keep the Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by the Tenant.

4. **Term.** The term of the Lease commences on February 1, 2025, and shall continue for ten (10) years.

a. *Holdover.* If Tenant holds over and continues to occupy the Premises beyond the term of the Lease, the City, in the absence of proof of greater damages, may recover as minimum damages four (4) times the rental value apportioned on a daily basis for the time the Tenant remains in possession.

b. *Termination for Convenience.* Tenant may terminate this Lease and vacate the Premises upon ninety (90) days advanced written notice to City.

c. *Casualty and Act of God.* Notwithstanding any other provision of this Lease, upon the occurrence of an Act of God or a casualty on the Premises that renders the Premises or mobile home unusable, untenantable, or uninhabitable, the term of this Lease shall immediately change from a ten-year lease tenancy to a year-to-year lease tenancy.

d. *Excessive Repairs.* Notwithstanding any other provision of this Lease, upon the occurrence of the total structural repairs or alterations of the mobile home exceeding fifty percent (50%) of its assessed value during the life of the mobile home, the term of this Lease shall immediately change from a ten-year lease tenancy to a year-to-year lease tenancy. The value of the mobile home will be calculated by the City's Assessor upon signing of this Lease by the Parties and be included as **Exhibit E**. The value of any structural repairs or alterations will be calculated by the City's Chief Building Inspector at the time of the structural repair or alteration.

e. *Replacement of Mobile Home.* Upon the occurrence of a triggering event as described in Sections 3(c) or (d) of this Lease, the Tenant is

prohibited from replacing its mobile home on the Premises without the advanced written consent of the City.

5. **Rent and Charges.** Tenant will pay fair market rent to the City. The Tenant's rent may increase on an annual basis as determined by the annual average consumer price index – all urban consumers, as calculated by the United State bureau of labor statistics.

a. *Rent Due.* Tenant will pay the rent due in advance and without demand in the amount of Three Hundred Eighty-Five Dollars ($385.00) each month. The first amount of Three Thousand Eighty-Dollars ($3,080.00) accounting for the period commencing February 1, 2025, through September 30, 2025 is due on September 1, 2025. Thereafter, Tenant's rent is due on or before the first (1st) of the month, without any grace period. Tenant shall make payment in person at City Hall, by mailing payment to the address, or online, if the City makes such online service available. Rent is considered paid when it is received by the City.

b. *Late Charges.* When Tenant fails to ensure that rent payments are received by the City in full by 11:59 pm on the fifth (5th) day of the month, Tenant must pay the City immediately and without demand in addition to the unpaid rent the sum of seventy-five dollars ($75.00). Tenant must also pay a charge of thirty-five dollars ($35.00) for each returned check or rejected electronic payment, if applicable, plus a late charge.

c. *Government Charges and Fees.* If the City receives a charge from a governmental entity that results from the creation of a zoning violation, sound, noise, litter, or any nuisance or action created by the Tenant or Tenant's guests, then any such charge will become the Tenant's responsibility to pay. The City will notify the Tenant of any such charge, which will be payable by the Tenant within thirty (30) days of the notice. If the City is required to pay the charge, the Tenant will reimburse the City for any such amounts paid.

6. **Utilities and other Services.** The Tenant is solely responsible for establishing and maintaining its utility and other services it incurs while in possession of the Premises at its own cost and expense. The Tenant will contract directly with the utility or service provider or through another person or entity willing to provide the services. Upon surrender of the Premises, it is the Tenant's responsibility to provide all required notices to utilities and service providers, and to remove Tenant's name from the services. These utilities and services may include, without limitation:

a. *Gas and Electricity.* The City does not provide gas or electrical service at the Premises. Tenant will contract with Xcel Energy (Northern States Power) or a third party at its own cost and expense. Tenant's payment

of rent excludes gas and electricity. Tenant has informed the City that Tenant already established a service account with Xcel Energy.

b. *Water and Sewer.* The City provides sewer and water service through its utilities.

Tenant has told the City that Tenant no longer desires to receive water and sewer service from the Rivercrest Village Partners mobile home park entity. As a result, the City's water and sewer utilities must incur additional costs and expenses to make City utility infrastructure available for Tenants. These costs and expenses will be included in Tenant's rent. Tenant also expressly authorizes City utility staff to enter and make alterations to the Premises for this purpose.

Notwithstanding, the City does not provide water and sewer lateral connection services to Tenant's mobile from the City's infrastructure. Rather, Tenant agrees to contract with the appropriate plumber or other service provider, at its own cost and expense, to provide the lateral connection from the City's infrastructure to Tenant's mobile home.

Upon completion of the City's utility infrastructure installation project and the Tenant establishing a lateral connection at its own cost and expense, the Tenant's water and sewer expenses will be included in the Tenant's rent. Prior to the City's utility infrastructure installation project and the Tenant establishing a lateral connection, the City is not responsible for Tenant's water and sewer costs incurred by Tenant's use of the Rivercrest Village Partners mobile home park entity's water and sewer infrastructure.

c. *Phone, Cable, Internet, Satellite, etc.* The City does not provide phone, cable, internet, satellite or other similar service for the Premises. Tenant will contract directly for such services at its own cost and expense. Tenant's payment of rent excludes any such services.

d. *Stormwater.* The Tenant will pay stormwater utility charges to the City's stormwater utility as determined by such utility. Tenant's rent includes payment for any stormwater utility charges.

e. *Trash and Recycling.* The City provides trash and recycling services for single-family residences pursuant to Res. 19-0265. Assuming Tenant is eligible to receive such services under the City's public contract, then the costs and expenses are included with Tenant's rent. If the Tenant is ineligible, then the Tenant will contract separately for such services at its own cost and expense. It is the understanding of the Parties that the Tenant is eligible to receive such services.

f. *Snowplowing, heat, HVAC, plumbing, etc.* The City does not provide any snowplowing, heat, HVAC, plumbing, tree maintenance or other services to the Premises. The Tenant will obtain such services at its own cost and expense. Tenant's payment of rent excludes such services.

7. **Repairs and Maintenance.** Tenant will not commit waste and will comply with all State, Federal and local laws, regulations and ordinances. Tenant will keep the Premises in good working order and condition as needed for Tenant's specific uses and shall maintain the Premises in a safe and tenantable condition.

a. *Obligations regarding Fixtures, Equipment and Personal Property.* All fixtures, equipment and personal property located on the Premises are owned and maintained by the Tenant. The City has no rights of ownership regarding this property. Tenant shall maintain, repair or replace any fixtures, equipment and personal property deemed necessary by Tenant, at Tenant's sole cost and expense for Tenant's use during the Term of the Lease.

b. *Tenant's Obligations upon Vacating Premises.* Upon termination or expiration of the Lease, Tenant will remove all Tenant-owned fixtures, equipment and personal property at its sole cost and expense. Tenant will bear the costs of cleaning or disposal, which reasonable cleaning or disposal costs may be assessed at the time of surrender. Any such property not removed will be considered abandoned. The City may recover its costs and expenses at all stages of disposal of abandoned property.

8. **Security Deposit.** Tenant must pay a security deposit in the amount of Three Hundred Eighty-Five Dollars ($385.00), which is due on or before the date the Lease is signed. The City will mail the security deposit refund, less lawful deductions, and an itemized accounting of any deductions as provided in Wis. Stat. § 704.28. The City may withhold from your security deposit for the following: (a) Tenant damage, waste or neglect of the Premises; (b) unpaid rent for which Tenant is legally responsible; (c) any payments which Tenant owes under the Lease for utility service provided by the City but not included in the rent; (d) any payment which Tenant owes for direct utility service provided by a government-owned utility, to the extent that the City is liable for Tenant's nonpayment; (e) any reasons identified in the separate Nonstandard Rental Provisions; and (f) any other reason allowed by law.

9. **Insurance.** The Tenant acknowledges that the City does not maintain insurance to protect the Tenant against personal injury, loss or damage to Tenant's personal property or belongings, or to cover Tenant's own liability for injury, loss or damage the Tenant (or Tenant's occupants or guests) may cause others. Tenant also acknowledges that by not maintaining an insurance policy of personal liability insurance, the Tenant may be responsible to others (including the City) for the full cost of any injury, loss or damage caused by Tenant's actions or the actions of Tenant's occupants or guests.

Tenant understands and agrees to maintain at all times during the Term of the Lease a policy of personal liability insurance satisfying the requirements listed below, at Tenant's sole cost and expense.

a. *Required Policy.* Tenant is required to purchase and maintain personal liability insurance covering the Tenant and Tenant's occupants and guests for personal injury and property damage caused to third parties (including damage to City property), in a minimum policy coverage amount of five hundred thousand dollars ($500,000.00), from a carrier with an AM Best rating of A-VII or better, licensed to do business in Wisconsin. The carrier is required to provide notice to the City within thirty (30) days of any cancellation, non-renewal, or material change in Tenant's coverage. The City retains the right to hold Tenant responsible for any loss in excess of Tenant's insurance coverage. Tenant will provide proof of insurance upon reasonable request of the City.

10. **Security and Safety.** The City is not liable to Tenant, other residents on the Premises or Tenant's guests for any damage, injury or loss to person or property caused by persons, including, without limitation, theft, burglary, assault, vandalism or other offenses. The City is not liable to Tenant, other residents, or guests for personal injury or damage or loss of personal property from any cause, including, without limit, fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities or other occurrences unless such damage, injury, or loss is caused exclusively by the City's negligence, unless otherwise required by law.

a. *Security Services.* Tenant acknowledges that the City does not provide personal security services to Tenant, other residents or guests. Tenant affirms that the City is not required to provide any private security services and that no security devices or measures exist on the Premises.

b. *Smoke and Carbon Monoxide Detectors.* Tenant will install and maintain any smoke and carbon monoxide detectors on the Premises.

c. *Emergency Shelter.* The City does not provide any emergency shelter.

d. *Limitations.* Nothing in this Lease should be construed to relieve the City from liability for property damage or personal injury caused by negligent acts or omissions of the City, as allowed by law, or to impose liability on the resident for personal injury arising from causes clearly beyond the Tenant's control, or for property damage caused by natural disasters or by persons other than the Tenant, other residents or guests.

Nothing in this Lease is intended or shall be construed to be a waiver or estoppel by City or its insurer (or otherwise affect their ability) to rely upon the limitations, defenses and immunities contained within Wis.

Stat. §§ 345.05 and 893.80, or other applicable law. As of the commencement date of this Lease, each Party represents that it does not have notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by itself or any third party against the other Party to the Lease.

11. **Notice of Domestic Abuse Protections.**

a. As provided in Wis. Stat. § 106.50(5m)(dm), a resident has a defense to an eviction action if the resident can prove that the landlord knew, or should have known, the resident is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following: (1) a person who was not the resident's invited guest; or (2) a person who was the resident's invited guest, but he resident has done either of the following: (a) sought an injunction barring the person from the premises, or (b) provided a written statement to the landlord stating that the person will no longer be an invited guest of the resident and the resident has not subsequently invited the person to be the resident's guest.

b. A resident who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the Lease in certain limited situations, as provided in Wis. Stat. § 704.16. If the resident has safety concerns, the resident should contact a local victim service provider or law enforcement agency.

c. A resident is advised that this notice is only a summary of the resident's rights and the specific language of the statutes governs in all instances.

12. **Notice of Convictions and Registrations**. Tenant will notify the City if Tenant or any occupants are convicted of (a) any felony, or (b) any misdemeanor involving a controlled substance, violence to another person or destruction of property. Tenant will notify the City if Tenant or any occupant registers as a sex offender in any State. Informing the City of criminal convictions or sex offender registry does not waive the City's right to evict you by judicial eviction procedures as provided in Chapter 799 of the Wisconsin Statutes.

13. **Prohibited Conduct**. Tenant, Tenant's occupants, guests or guests of any occupant, may not engage in the following activities: (a) criminal conduct; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence, possessing a weapon prohibited by state law; discharging a firearm on the Premises; (b) behaving in a loud or obnoxious manner; (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including City employees or agents) near the Premises;

(d) disrupting City business operations; (e) tampering with utilities; or (f) bringing hazardous materials onto the Premises.

14. **No Assignment or Subletting.** Tenant agrees to not rent or offer to rent the Premises or any part thereof to anyone else. Tenant agrees to not accept anything of value from anyone else for the use of any part of the Premises. Tenant agrees to not list any part of the Premises on any lodging rental website or with any service that advertises rentals. Tenant will not assign its interest, or any part thereof, in this Lease to any other person or entity without the advanced prior written consent of the City, which the City will decide in its sole and absolute discretion.

15. **Entry on Premises.** The City may enter the Premises at reasonable times, upon 24-hour notice, or as allowed by law for the purpose of inspecting the Premises, making repairs, or performing another landlord function. The City may enter with less than 24 hours notice with the Tenant's or any co-resident's specific consent, or as allowed by law. If the Tenant is absent from the Premises and the City reasonably believes a health or safety emergency exists or that entry is necessary to preserve or protect the Premises from damage, the City may enter without notice. Notwithstanding the foregoing, the City will use its best efforts, at all times, to minimize any interference with Tenant's use and occupancy of the Premises.

16. **Compliance with Laws.** Tenant will comply with all applicable State, Federal and local laws and regulations.

17. **Default.** To the maximum extent allowed by law, the Tenant will be in default if the Tenant or any guest or occupant violates any terms of this Lease. After City provides written notice of the breach, Tenant will have thirty (30) days to cure the breach (five (5) days for any deficient payment). The City may commence eviction proceedings after Tenant fails to timely cure the breach in addition to any other remedies that may be available.

a. *Limitation.* The defaults contained in this Lease will be limited to conduct by Tenant or any of Tenant's invitees, guests or occupants, or to conduct in which the Tenant and any invitee, guest, occupant or resident participated. The City will mitigate its damages to the extent required by Wisconsin law.

18. **Abandoned Property.** Unless otherwise agreed upon in writing, the City will not store any items of personal property that the Tenant leaves behind when Tenant removes or is evicted from the Premises. If the abandoned personal property is a titled vehicle, manufactured or mobile home, then before disposing of it, the City will give notice, personally or by regular or certified mail, of its intent to dispose of the vehicle, manufactured or mobile home to the Tenant and any secured party of which the City has actual notice.

19. **Environmental Concerns.** Tenant will indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all actual or potential claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses, including, without limitation, reasonable attorney fees and costs, that arise after the commencement of this Lease out of or relating in any way to any use, storage, transfer, generation, spill, discharge, leakage, seepage, pumping, pouring, leaching, migrations, dispersal, emission, emptying, injection, escape, dumping, disposal or release or threatened release of any hazardous materials resulting from Tenant's use or occupancy of the Premises under this Lease. This indemnification will survive the termination, cancellation or expiration of this Lease.

20. **Notices.** All notices to be given under this Lease will be in writing and delivered by mail or in person to the persons identified herein:

a. To the City:
Attn: City Planner
City Hall
400 La Crosse St.
La Crosse WI 54601

Copy to:

City Clerk
400 La Crosse St
La Crosse WI 54601

b. To the Tenant:
Theresa Moore/Christina LaBeff
4801 Rivercrest Drive North
La Crosse WI 54601

21. **Miscellaneous.**

a. *Entire Agreement.* This Lease is the entire agreement between the Parties and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. Tenant acknowledges and represents that the Tenant is not relying on any oral promises, representations or agreements. This Lease may be executed in multiple counterparts and will have the same legal force and effect as if the Parties had executed it as a single document. This Lease may only be amended or modified by written instrument signed by authorized representatives of both Parties.

b. *Severability.* If any provision of this Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or otherwise affecting the remainder of this Lease. The Court shall interpret the

Lease and provisions herein in a manner such as to uphold the valid portions of this Lease while preserving the intent of the Parties.

c. *Applicable Law.* This Lease will be construed and enforced in accordance with the laws of the State of Wisconsin.

d. *Interpretation.* The section headings in this Lease are included only for convenience. This Lease will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

e. *Recording of Lease.* Either Party may record the Lease at its own cost and expense.

f. *Authority.* The persons signing this Lease represent and warrant that they have full power, authority and right to sign this Lease.

22. Intentionally omitted.

***

IN WITNESS HEREOF, the Parties have executed and delivered this Lease.

Dated this ____ day of ____, 2025

Tenant

_____
Theresa Moore

_____
Christina LaBeff

Subscribed and sworn to before me this
____ day of ____, 2025.

_____
Notary Public, State of Wisconsin
My Commission: _____

Dated this ___ day of ____, 2025

City of La Crosse

_____
Shaundel Washington-Spivey, Mayor

_____
Nikki Elsen, City Clerk

Subscribed and sworn to before me this
____ day of ____, 2025.

_____
Notary Public, State of Wisconsin
My Commission: _____

Measurement Report

6,187.4 Sq Feet

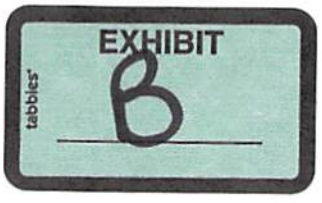
The following is a list of persons who are currently residing at the City's property listed as Exhibit A as of the date identified below:

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Dated this ____ day of _____, 2025.



WAIVER OF LIABILITY

BEFORE SIGNING THIS WAIVER AND RELEASE, READ THIS ENTIRE DOCUMENT VERY CAREFULLY. IF AN ACCIDENT WERE TO OCCUR INVOLVING YOU, THEN YOU WOULD BE GIVING UP LEGAL RIGHTS THAT YOU MIGHT OTHERWISE HAVE BY SIGNING THIS WAIVER AND RELEASE. IF YOU DO NOT UNDERSTAND ANYTHING IN THIS DOCUMENT, OR IF YOU OBJECT TO ANY PROVISION CONTAINED IN THIS DOCUMENT, YOU SHOULD NOT SIGN THIS DOCUMENT AS IT IS DRAFTED, BUT RATHER SEEK ADVICE FROM YOUR LEGAL COUNSEL. REQUESTS FOR MODIFICATIONS MAY BE DIRECTED TO THE CITY ATTORNEY'S OFFICE AT 608.789.7511 WEEKDAYS BETWEEN 8:00 AM - 4:00 PM.

By signing this Waiver of Liability, I understand that residing at the mobile home at Rivercrest Drive North has inherently dangerous risks of flooding associated with it. These risks could include serious bodily injury, permanent disability and even death. There might be other personal risks associated with residing at this location which could result in severe social and economic losses whether or not known or readily foreseeable at this time, which might result not only from my actions, but also from the actions, inactions or negligence of others, or the condition of the premises.

By signing this Waiver of Liability, I fully accept all such risks of any injury, damage or loss regardless of severity that I may sustain and all responsibility for losses, costs and damages incurred as a resident at Rivercrest Drive North and all activities connected with or associated with my residing on City property between February 1, 2025 and December 31, 2025.

By signing this Waiver of Liability, I agree to waive, relinquish, discharge, release and covenant not to sue the City of La Crosse, Wisconsin, its officers, employees and agents from all claims of injury, damage, or loss that I may have or that may accrue to me arising out of, connected with, or in any way associated with my residence at Rivercrest Drive North between February 1, 2025 and December 31, 2025.

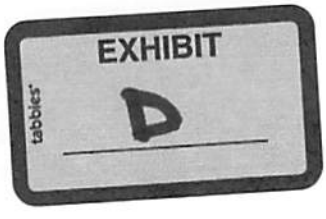
I have read this Waiver of Liability thoroughly and fully understand it and enter into it on behalf of myself, my heirs, next of kin, assigns, and personal representatives. No one has made to me any representations, statements, or inducements that change or modify anything written in this agreement.

Name	Signature	Date
Address:	Phone:	Age:
Print Witness Name	Witness Signature	Date:

Print Name of Child	Print name of Parent/Guardian	Age of Child
Address	Parent/Guardian signature	
City, State, Zip	Phone Number	Date



INSERT documentation of current condition (photographs from City of La Crosse Inspection Department)



INSERT documentation of valuation (obtained from City of La Crosse Assessor)



INSERT documentation including initial signed disclosure of all parties residing on the property at the time of signing the lease.



Elsen, Nikki

From: Will Hoeschler <will@hoeschlercorp.com>
Sent: Wednesday, August 6, 2025 5:34 PM
To: ZZ Council Members
Cc: jay hoeschlercorp.com
Subject: Request for Referral – Resolution 25-0809 (Remnant Parcel at Rivercrest Village)
Attachments: Letter to City 07.30.25 .docx

Some people who received this message don't often get email from will@hoeschlercorp.com. Learn why this is important

*** CAUTION: This email originated from an external sender. DO NOT click links or open attachments unless you recognize the sender and know the content is safe. ***

Members of the Finance & Personnel Committee and Common Council
(zzcouncilmembers@cityoflacrosse.org)
City of La Crosse

Dear Committee and Council Members, August 6, 2025

I'm writing as the Managing Director of Juniper Partners, which owns and operates Rivercrest Village. I appreciate your time and service to the City, and I'm attaching a letter sent to the City Attorney on July 30, 2025, which outlines our legal, logistical, and community-based concerns regarding the proposed lease agreements for the six mobile homes located on the remnant parcel.

Our primary concern is that Resolution 25-0809 would authorize new leases without resolving the underlying issue of legal access, which does not currently exist following the expiration of our lease with the City. Continued use of our private road and infrastructure—without agreement—raises significant liability, property management, and legal and fairness concerns for us, our residents, and the City.

That said, we believe there is a practical and mutually beneficial resolution. We are willing to sit down with the City Attorney and the City Engineer to explore a path forward—one that maintains the City's access needs and long-term goals for the Pammel Creek wall, while also respecting our legal rights and acknowledging possible resident concerns. In addition, such a resolution would save a significant amount of taxpayer dollars.

Therefore, we respectfully request that Resolution 25-0809 be tabled until at least the September committee and council meetings to allow time for these discussions and to reach a mutually agreed-upon solution.

Thank you for your time and consideration of our request. I'm hopeful we can work together to find a solution that serves the best interests of all parties involved—including the City, our company, and the residents we all serve.

Respectfully yours,

Will Hoeschler
Managing Director
Juniper Partners (Rivercrest Village)

SPEARS CARLSON & COLEMAN, S.C.

JOHN R. CARLSON*
LINDA I. COLEMAN

MARISA A. LEE
Associate

Jack A. Carlson
Of Counsel

*ALSO LICENSED IN MINNESOTA

ATTORNEYS AT LAW
122 WEST BAYFIELD STREET
PO BOX 547
WASHBURN, WISCONSIN 54891
TELEPHONE: 715-373-2628
FAX NO.: 715-373-5716

HAYWARD OFFICE
15886 HWY 63
HAYWARD, WI

July 30, 2025

Stephen Matty, City Attorney (mattys@cityoflacrosse.org)
City of La Crosse
400 La Crosse, Street
La Crosse, WI 54601

Re: **Resolution 25-0809**

Greetings:

I write on behalf of our client, Juniper Partners DBA Rivercrest Village and commonly referred to as Rivercrest Village Partners (hereinafter, Rivercrest). As you are aware, Rivercrest owns a mobile home park, adjacent to which is a remnant parcel from the Pammel Creek project that is presently owned by the City of La Crosse (17-50325-200). This remnant parcel currently houses six mobile homes on Rivercrest Drive, a private road.

Based upon our review of the title for the relevant parcels, the City holds no easement for ingress and egress to the remnant parcel. Through the end of 2024, the City leased the parcel to Rivercrest. According to the terms of that lease, Rivercrest provided the six mobile home residents with access to the parcel via Rivercrest Drive, along with private water and sewer service. The lease has terminated, and neither the tenants, nor the City, have legal access for ingress to the remnant parcel.

We understand that the City's Chief Engineer has identified a need to access the remnant parcel for ongoing maintenance of the Pammel Creek canal because of a concern for potential wall failure, leading to the position that the City should not sell the parcel (see Resolution 24-0701). The City is now considering Resolution 25-0909 to authorize leases between the City and the residents of the remnant parcel, with the intent to phase out tenancy over the next 10 years and create a permanent 100-foot setback from the canal.

Our client understands the goals of the City. However, moving forward with the proposed leases, with no legal ingress and egress, does not appear to be the most prudent path forward for anyone. While access was previously given with permission via the now-lapsed lease, there is presently no agreement. Continued use of our client's property by the City, or the anyone, to access the remnant strip constitutes a trespass. Furthermore, the issue is not solely the lack of legal access. The proposed resolution itself would create a myriad of complications related to property management, enforcement, liability, and community standards—all of which our client has previously expressed concern about -- challenges that would create an untenable situation, damaging my client's

interests and just as importantly, the interests of the 172 homes and more than 250+ residents in the park.

The City should not enter into leases (which carry with them the implied right to access the rented property) without actually having legal access.

The City may initiate eminent domain proceedings to attempt to provide legal access to the remnant parcel, but that would not immediately resolve the current, ongoing trespass. Furthermore, our client would vigorously oppose condemnation. Even if successful, the cost to acquire the approximately 2000 linear feet of roadway necessary to connect with a public road would be exorbitant. Apart from the uncertainty and high cost of an eminent domain proceedings, the City would also be in the unfortunate position of having to provide water and sewer to the parcel. This too would be expensive. There are already privately owned water and sewer lines providing service to the remnant parcel.[1] It would not seem fiscally responsible for the City to incur expense to provide public service to six residents, especially if the City's intent is to phase them out over the next decade.

We believe there is a resolution that accommodates the concerns of the City, the residents of the remnant parcel, and our client, while also saving substantial taxpayer dollars. The City previously viewed this parcel as unsellable, but our client is a willing buyer and, in fact, expressed interest in purchasing the land as early as 2022. While circumstances have since evolved, we are willing to come to resolution that would meet the lease parameters set forth in Resolution 25-0809; including phasing out residency on the remnant strip over a 10-year term, guaranteeing a permanent 100-foot buffer for the canal wall, and granting the City lawful access for maintenance of the Pammel Creek canal. At the expiration of the 10-year term, our client agrees that no permanent improvements will be made to the land, and the property will be restored to its original condition as a vacant parcel. Rather than incur the cost of condemnation to provide access and utilities, the City would avoid further liability stemming from ongoing trespass and be paid for the property that was thought to be unsellable.

We suggest that the best next step is a phone conference between myself, our client, yourself and Mayor Washington-Spivey to discuss the details of a potential agreement. We ask that the resolution currently scheduled to be heard by the Finance and Personnel Committee on August 7 be removed from the agenda, and that that same be removed from the August 14th City Council agenda. The resolution could be taken up at a later date but passing it now would be problematic to reaching an amicable resolution. In a show of goodwill and desire to reach an amicable resolution, our client will continue to provide water and sewer to the six homes and allow the residence access.

If the Committee recommends passage of the resolution, that will likely force our hand into issuing a Notice of Circumstances of Claim and Claim to the City. We will also need to notify the six occupants of the remnant parcel that they lack lawful access and determine next steps to end an ongoing trespass. Our client does not want to create friction with the city or cause additional stress for the residents if it can be avoided --particularly the kind a lawsuit would bring-- but moving forward with the resolution now may leave us no choice.

[1] Relatedly, the current six occupants of the remnant parcel have been receiving water and sewer services without paying since termination of the lease. The current proposed leases appear to be retroactive, and the City is attempting to collect rent (inclusive of water and sewer) to recoup costs that have been borne by our client.

Please notify myself and my partner, John Carlson, via email whether the resolution regarding leases for the remnant parcel will be removed from the agenda for the August 7 committee meeting to allow us to discuss the situation no later than Monday, August 4th, 2025. We are hopeful you will agree that, with the myriad issues presented by this situation, it makes sense to take time to discuss options rather than rushing into passing resolutions that may instigate unnecessary legal actions.

Regards,

/s/ Linda I. Coleman
Linda I. Coleman

CC: Shaundel Washington-Spivey, Mayor
(via electronic mail: washingtonspiveys@cityoflacrosse.org)

Craig, Sondra

From: Kreyer, Virginia <vkreyer@eagle.uwlax.edu>
Sent: Thursday, August 7, 2025 4:06 PM
To: ZZ Council Members
Subject: Legislative File #25-0809
Attachments: Legistar support for File #_ 24-0701.pdf

Some people who received this message don't often get email from vkreyer@eagle.uwlax.edu. Learn why this is important

*** CAUTION: This email originated from an external sender. DO NOT click links or open attachments unless you recognize the sender and know the content is safe. ***

I know some of you are aware of the problems Rick and I and our immediate neighbors are facing. We have lived at 4806 Rivercrest Dr N, La Crosse, WI since 2006, in a manufactured double-wide home that we own.
We were first informed of the problem of the disputed land lease between Rivercrest Village Partners and the City of La Crosse the week before Easter 2024. Up until that point we were not aware nor did our lease at any time indicate that we were on a sublet. At that point we were informed by the MHP in an email of the existence of the sublet and that the city was not renewing their lease and we six families had to remove our homes and all our property from the parcel by the end of June. The decision regarding the ending of the lease and the "eviction of all property" was made in the January/February city legislative cycle, with no input from the affected parties.

In June 2024 the City passed a resolution granting permission to for their legal department to negotiate a limited lease with the MHP owners. For that resolution and the supporting documentation, letters of support, etc. see Legistar – City of La Crosse, Wisconsin - File #: 24-0701 (legistar.com) See attached a copy of the letters of support and documentation from that resolution.**
main.

These negotiations ended in January 2025 when the MHP owners dropped out of the negotiations and non-renewed our lease with them. On
February 1, the MHP owners offered us a “services agreement” that included access to their roads and right-of-way. They indicated in their letter that signing this would be with the permission and consent of the City, but that was never confirmed.
In April we were contacted by the City’s attorney with the consideration of a 10-year lease from the City. In subsequent meetings we agreed to the term.

***We included the attachment with the letters of support for Resolution 24-0701 because they are still relevant today. The circumstances we were facing last year haven’t changed. The conditions that made it unfeasible and financially ruinous for many of us remain.*

We are very grateful that the City is considering a lease with us. Passing this lease legislation would greatly alleviate the burden this situation has put on six families, with the lack of any promise of assistance or compensation if we would have to be relocated with our homes, families and all we own. With the displacement and total loss of security, safety and investment, the costs and risk are beyond what anyone could have planned for, and there is a real danger that some of us may not be able to move our homes safely to another location.

Thanks for your kind consideration.

Rick Warren and Ginny Kreyer
4806 Rivercrest Dr N, La Crosse

St. Clare HEALTH MISSION

August 7th, 2025

Board of Directors

Marilu Bintz MD
Board President

Betty Jorgenson
Vice Chair

Joseph Kotnour DDS
Treasurer

Lisa Archer

Peter Grabow

Kathy Klock

Sr. Kathy Stuttgen

Chad Thurman MD

Caroline Wilker MD

To whom it may concern:

I am writing in strong support of Resolution #25-0809, which would offer a 10-year lease to the residents of Rivercrest Drive North. These families have lived in a state of uncertainty for far too long - not because of anything they've done wrong, but simply because of a small section of land beneath their homes; subject to disputes that have created a terrifying reality for those residents: the fear of losing their homes. These families deserve the peace of mind that comes with knowing they will not lose everything and be forced to uproot their lives.

Just last year, the Council made the important decision to allow further negotiations between the Mobile Home Park and the City, signaling a clear commitment to finding a solution. When the park owner ultimately withdrew from those negotiations, it was the City that stepped up and put forward a 10-year lease offer. That gesture speaks volumes. It reflects a meaningful intent to right this situation and to protect families who otherwise would be at serious risk of losing everything. I am fully in support of this step.

At a time when homelessness continues to impact our community and our entire nation, we must see this resolution for what it truly is: prevention. At its core, prevention is where real solutions begin, as the goal is to avoid homelessness altogether. This resolution would prevent several families from falling into homelessness and housing insecurity. It would allow these families to remain in their own homes, to feel secure, and to finally breathe again after years of uncertainty.

It is also important to recognize that while disputes exist over the land that the homes are located on, this goes far beyond just that land. These are homes - homes where families live, homes inhabited by people who spent their savings to afford them. They are a place where people can spend time with their loved ones, a place where the grandkids can visit, and a place where so many memories have been made - and if this resolution is approved, they will be able to continue to enjoy all of those things without that underlying fear of losing their homes.

I urge you to pass this resolution and give these families what every one of us wants and deserves: stability, dignity, and a place to call home.

Sincerely,

Michael Fitzpatrick
Mobile Clinic Coordinator
St. Clare Health Mission

Craig, Sondra

From: wjwochos@charter.net
Sent: Thursday, August 7, 2025 11:59 AM
To: ZZ City Clerk External
Subject: file #25-0809

Some people who received this message don't often get email from wjwochos@charter.net. Learn why this is important

*** CAUTION: This email originated from an external sender. DO NOT click links or open attachments unless you recognize the sender and know the content is safe. ***

I am writing in support of file# 25-0809 calling for a 10 year lease resolution. We need to be fair and give these residents our support!
Thank you. Wanda Wochos
--

If you wish to register for an agenda item, please register online no later than 4:00pm the day of the meeting. You can also register in person at least 10 minutes prior to the start of the meeting.

*** Meeting**
F&P, Thursday, August 7, 2025 at 6:00pm, City Hall

*** Agenda Item Number**
25-0809

* Do you support or oppose the agenda item?
Oppose

* Do you want to speak?
Yes, I want to speak.

* Are you representing an organization or person other than yourself at this meeting?
Yes

* Full Name
Linda Coleman

*** Email**
linda@washburnlawyers.com

* Municipality of Residence:
Other: Bayfield County

*** How will you be attending the meeting?**
Attending Virtually

*** Rules, Guidelines, and Decorum for Public Hearings**
I have read and reviewed the rules and guidelines above.

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0926

Agenda Date: 9/4/2025 **Version:** 1 **Status:** New Business

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

Resolution authorizing the Mayor and City Clerk to sign State/Municipal Agreement for the Citywide Traffic Implementation utilizing the Signal and ITS Standalone Program (Project I.D.s #3700-11-64).

RESOLUTION

WHEREAS, the City of La Crosse received SISP Funds to improve the traffic signal on connecting highway at the intersection of USH 14 (Mormon Coulee Rd) & Losey Boulevard.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the Mayor and City Clerk are authorized to sign the State/Municipal Agreement for the Citywide Traffic Implementation utilizing the Signal and ITS Standalone Program (Project I.D.s #3700-11-64).

BE IT FURTHER RESOLVED that the State/Municipal Agreement be referred to the 2026-2030 Capital Improvement Program for funding.

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

STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A SIGNAL AND ITS STANDALONE PROGRAM PROJECT **Program Name: SISP** **Sub-program #: 305**	Date: 7/29/2025 I.D.: 3700-11-64 Road Name: USH 14 Limits: City of La Crosse County: La Crosse County Roadway Length:

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Existing traffic control signal at the intersection of USH 14 & Losey Boulevard has reached the functional end-of-life. Existing infrastructure is approximately 30 years old, with many operational issues present at the intersection.

Proposed Improvement - Nature of work: The traffic signal will be rebuilt, including both new underground and above-ground equipment.

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 work not related to the traffic signal replacement will be funded by the City of La Crosse, separate from this agreement.

The Municipality agrees to the following FY 2026 Signal and ITS Standalone Program (SISP) funding conditions:

Project construction costs are funded with 90% State funding up to a maximum of $441,000 for all State-funded project phases when the Municipality agrees to provide the remaining 10% and all funds in excess of the $441,000 State funding maximum, in accordance with SISP guidelines. Any work performed by the Municipality prior to State authorization is not eligible for State funding. The Municipality will be notified by the State when the project is authorized and available for charging.

The project is currently scheduled for State FY 2026. In accordance with the State's sunset policy, the subject FY 2026 SISP improvement must be constructed and in final acceptance within six years from the start of State FY 2026, or by June 30, 2031.

The dollar amounts shown in Summary of Costs table below are State maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final State participation, and actual costs will be used in the final division of cost for billing and reimbursement.

	SUMMARY OF COSTS				
PHASE	**Total Est. Cost**	**State Funds**	**%**	**Municipal Funds**	**%**
ID 3700-11-64		**(MAX $441,000)**			
Participating Construction	**$490,000**	**$441,000**	**90%**	**$49,000**	**10% + BAL**
Total Est. Cost Distribution	**$490,000**	**$441,000**	**N/A**	**$49,000**	**N/A**

This request is subject to the terms and conditions that follow (pages 3 – 5) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the **City of La Crosse** (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the **State** (please sign in blue ink)		
Name	Title	Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.

2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed 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 any moneys otherwise due and payable by the State to the Municipality.

3. 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 bridge 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 and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

   (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.

4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:

   (a) New 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) Parking lane costs.

   (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

   (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

   (h) Damages to abutting property due to change in street or sidewalk widths, grades or drainage.

   (i) Conditioning, if required and maintenance of detour routes.

   (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

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 assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

8. State Disbursements:

   (a) Payment by the State to the Municipality shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.

   (b) A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Municipality shall refund to the State upon demand a sum equal to the overpayment.

9. Basis for local participation as specified in Signals and ITS Standalone Program (SISP): Participation is based on actual costs incurred, all costs listed in Summary of Costs table are approximate costs unless otherwise noted:

   (a) Funding for construction: Construction is funded with 90% State funding up to a maximum of $441,000 when the Municipality agrees to provide the remaining 10% and any funds in excess of the state funding maximum. Construction funds intended for FY2026 (July 1, 2025 to June 30, 2026).

   (b) Funding for non-participating items 100% Municipality.

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: 25-0926

Caption: Resolution authorizing the Mayor and City Clerk to sign State/Municipal Agreement for the Citywide Traffic Implementation utilizing the Signal and ITS Standalone Program (Project I.D.s #3700-11-64).

Staff/Department Responsible for Legislation

Engineering

Requestor of Legislation

Wisconsin DOT

Location, if applicable

USH 14 (Mormon Coulee Rd) & Losey Blvd

Summary/Purpose

The traffic signal at the intersection of USH 14 & Losey Boulevard will be reconstructed with DOT financial assistance.

Background

The agreement is 90-10 cost share and the project will be completed in 2026.

Fiscal Impact

CIP 268 $49,000

Staff Recommendation

Recommend Approval

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0927

Agenda Date: 9/4/2025 **Version:** 1 **Status:** New Business

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

Resolution authorizing the Mayor and City Clerk to sign State/Municipal Agreement for the Citywide Traffic Implementation utilizing the Signal and ITS Standalone Program (Project I.D.s #3700-11-65).

RESOLUTION

WHEREAS, the City of La Crosse received SISP Funds to improve traffic signals on connecting highways by installing accessible pedestrian signals (APS). Pedestrian buttons at 43 intersections in the City of La Crosse will be upgraded to a new Public Right-of-Way Accessibility Guidelines (PROWAG) compliant push buttons. The installation will be performed over two years to reduce the impacts to the traveling public.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the Mayor and City Clerk are authorized to sign the State/Municipal Agreement for the Citywide Traffic Implementation utilizing the Signal and ITS Standalone Program (Project I.D.s #3700-11-65).

BE IT FURTHER RESOLVED that the State/Municipal Agreement be referred to the 2026-2030 Capital Improvement Program for funding.

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

STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A SIGNAL AND ITS STANDALONE PROGRAM PROJECT **Program Name: SISP** **Sub-program #: 305**	Date: 7/29/2025 I.D.: 3700-11-65 Road Name: Varies Limits: City of La Crosse County: La Crosse County Roadway Length:

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Existing pedestrian detection equipment consists of standard push buttons. Existing push buttons are not compliant with Public Right-of-Way Accessibility Guidelines (PROWAG) for pedestrian detection at traffic signals.

Proposed Improvement - Nature of work: The existing pedestrian push buttons will be replaced with PROWAG-compliant Accessible Pedestrian Signals on 43 traffic signals along connecting highways.

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 work not related to the pedestrian detection replacement will be funded by the City of La Crosse, separate from this agreement.

The Municipality agrees to the following FY 2026 Signal and ITS Standalone Program (SISP) funding conditions:

Project construction costs are funded with 90% State funding up to a maximum of $447,000 for all State-funded project phases when the Municipality agrees to provide the remaining 10% and all funds in excess of the $447,000 State funding maximum, in accordance with SISP guidelines. Any work performed by the Municipality prior to State authorization is not eligible for State funding. The Municipality will be notified by the State when the project is authorized and available for charging.

The project is currently scheduled for State FY 2026 and State FY 2027. In accordance with the State's sunset policy, the subject FY 2026/FY 2027 SISP improvement must be constructed and in final acceptance within six years from the start of State FY 2027, or by June 30, 2032.

The dollar amounts shown in Summary of Costs table below are State maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final State participation, and actual costs will be used in the final division of cost for billing and reimbursement.

	SUMMARY OF COSTS				
PHASE	**Total Est. Cost**	**State Funds**	**%**	**Municipal Funds**	**%**
ID 3700-11-65		**(MAX $447,000)**			
Plan Development	**$530,000**	**$447,000**	**90%**	**$53,000**	**10% + BAL**
Total Est. Cost Distribution	**$530,000**	**$447,000**	**N/A**	**$53,000**	**N/A**

This request is subject to the terms and conditions that follow (pages 3 – 5) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the **City of La Crosse** (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the **State** (please sign in blue ink)		
Name	Title	Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.

2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed 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 any moneys otherwise due and payable by the State to the Municipality.

3. 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 bridge 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 and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

   (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.

4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:

   (a) New 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) Parking lane costs.

   (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

   (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

   (h) Damages to abutting property due to change in street or sidewalk widths, grades or drainage.

   (i) Conditioning, if required and maintenance of detour routes.

   (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

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 assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

8. State Disbursements:

   (a) Payment by the State to the Municipality shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.

   (b) A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Municipality shall refund to the State upon demand a sum equal to the overpayment.

9. Basis for local participation as specified in Signals and ITS Standalone Program (SISP): Participation is based on actual costs incurred, all costs listed in Summary of Costs table are approximate costs unless otherwise noted:

   (a) Funding for construction: Construction is funded with 90% State funding up to a maximum of $447,000 when the Municipality agrees to provide the remaining 10% and any funds in excess of the state funding maximum. Construction funds intended for FY2026 (July 1, 2025 to June 30, 2026) and FY2027 (July 1, 2026 to June 30, 2027).

   (b) Funding for non-participating items 100% Municipality.

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 25-0927

Caption Resolution authorizing the Mayor and City Clerk to sign State/Municipal Agreement for the Citywide Traffic Implementation utilizing the Signal and ITS Standalone Program (Project I.D.s #3700-11-65).

Staff/Department Responsible for Legislation

Engineering

Requestor of Legislation

Wisconsin DOT

Location, if applicable

Various signalized locations along connecting highway.

Summary/Purpose

The City of La Crosse received SISP Funds to improve traffic signals on connecting highways by installing accessible pedestrian signals (APS). Pedestrian buttons at 43 intersections in the City of La Crosse will be upgraded to a new Public Right-of-Way Accessibility Guidelines (PROWAG) compliant push buttons. The installation will be performed over two years to reduce the impacts to the traveling public.

Background

The agreement is 90-10 cost share and the project will be completed in 2026 & 2027.

Fiscal Impact

CIP 268 $53,000

Staff Recommendation

Approval

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0928

Agenda Date: 9/4/2025 **Version:** 1 **Status:** New Business

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

Resolution authorizing the Mayor and City Clerk to sign State/Municipal Agreement for the Citywide Traffic Implementation utilizing the Signal and ITS Standalone Program (Project I.D.s #3700-11-66).

RESOLUTION

WHEREAS, the City of La Crosse received SISP Funds to improve traffic signals on connecting highways by replacing end of life Emergency vehicle preemption (EVP). EVP at 42 intersections in the City of La Crosse will be upgraded to a new system.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the Mayor and City Clerk are authorized to sign the State/Municipal Agreement for the Citywide Traffic Implementation utilizing the Signal and ITS Standalone Program (Project I.D.s #3700-11-66).

BE IT FURTHER RESOLVED that the State/Municipal Agreement be referred to the 2026-2030 Capital Improvement Program for funding.

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

STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A SIGNAL AND ITS STANDALONE PROGRAM PROJECT **Program Name: SISP** **Sub-program #: 305**	Date: 7/29/2025 I.D.: 3700-11-66 Road Name: Varies Limits: City of La Crosse County: La Crosse County Roadway Length:

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Existing emergency vehicle preemption (EVP) detection is installed at 42 connecting highway traffic signals. Existing EVP equipment is over 30 years old and has reached the end of it's useful life.

Proposed Improvement - Nature of work: The existing EVP equipment will be replaced on 42 traffic signals along connecting highways.

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 work not related to the emergency vehicle preemption detection replacement will be funded by the City of La Crosse, separate from this agreement.

The Municipality agrees to the following FY 2026 Signal and ITS Standalone Program (SISP) funding conditions:

Project construction costs are funded with 90% State funding up to a maximum of $189,000 for all State-funded project phases when the Municipality agrees to provide the remaining 10% and all funds in excess of the $189,000 State funding maximum, in accordance with SISP guidelines. Any work performed by the Municipality prior to State authorization is not eligible for State funding. The Municipality will be notified by the State when the project is authorized and available for charging.

The project is currently scheduled for State FY 2026. In accordance with the State's sunset policy, the subject FY 2026 SISP improvement must be constructed and in final acceptance within six years from the start of State FY 2026, or by June 30, 2031.

The dollar amounts shown in Summary of Costs table below are State maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final State participation, and actual costs will be used in the final division of cost for billing and reimbursement.

	SUMMARY OF COSTS				
PHASE	**Total Est. Cost**	**State Funds**	**%**	**Municipal Funds**	**%**
ID 3700-11-66		**(MAX $189,000)**			
Participating Construction	**$210,000**	**$189,000**	**90%**	**$21,000**	**10% + BAL**
Total Est. Cost Distribution	**$210,000**	**$189,000**	**N/A**	**$21,000**	**N/A**

This request is subject to the terms and conditions that follow (pages 3 – 5) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the **City of La Crosse** (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the **State** (please sign in blue ink)		
Name	Title	Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.

2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed 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 any moneys otherwise due and payable by the State to the Municipality.

3. 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 bridge 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 and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

   (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.

4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:

   (a) New 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) Parking lane costs.

   (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

   (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

   (h) Damages to abutting property due to change in street or sidewalk widths, grades or drainage.

   (i) Conditioning, if required and maintenance of detour routes.

   (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

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 assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

8. State Disbursements:

   (a) Payment by the State to the Municipality shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.

   (b) A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Municipality shall refund to the State upon demand a sum equal to the overpayment.

9. Basis for local participation as specified in Signals and ITS Standalone Program (SISP): Participation is based on actual costs incurred, all costs listed in Summary of Costs table are approximate costs unless otherwise noted:

   (a) Funding for construction: Construction is funded with 90% State funding up to a maximum of $189,000 when the Municipality agrees to provide the remaining 10% and any funds in excess of the state funding maximum. Construction funds intended for FY2026 (July 1, 2025 to June 30, 2026).

   (b) Funding for non-participating items 100% Municipality.

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: 25-0928

Caption: Resolution authorizing the Mayor and City Clerk to sign State/Municipal Agreement for the Citywide Traffic Implementation utilizing the Signal and ITS Standalone Program (Project I.D.s #3700-11-66).

Staff/Department Responsible for Legislation

Engineering

Requestor of Legislation

Wisconsin DOT

Location, if applicable

Various signalized locations along connecting highway.

Summary/Purpose

The City of La Crosse received SISP Funds to improve traffic signals on connecting highways by replacing end of life emergency vehicle preemption (EVP). EVP at 42 intersections in the City of La Crosse will be upgraded to a new system.

Background

The agreement is 90-10 cost share and the project will be completed in 2026.

Fiscal Impact

CIP 268 $21,000

Staff Recommendation

Approval

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0972

Agenda Date: 9/4/2025 **Version:** 1 **Status:** New Business

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

Agenda Number:

Resolution approving a twenty-year lease extension with the J. F. Brennan Company, Inc., for the property located at 300 St Cloud St. and a portion of the property located at 2002 Marco Dr.

RESOLUTION

BE IT RESOLVED by the Common Council of the City of La Crosse that it here approves a twenty-year lease extension with the J. F. Brennan Company, Inc., for the use of the property located at 300 St Cloud St. and a portion of the property located at 2002 Marco Dr. 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 25-0972 Caption Resolution approving a twenty-year lease extension with the J. F. Brennan Company, Inc., for the property located at 300 St Cloud St. and a portion of the property located at 2002 Marco Dr.

Staff/Department Responsible for Legislation

Jim Flottmeyer Parks, Recreation, and Forestry

Requestor of Legislation

Jim Flottmeyer

Location, if applicable

300 St. Cloud St.
2002 Marco Rd.

Summary/Purpose

The purpose of this agreement is to lease to Lessee the publicly-owned harbor or wharfing facility and related equipment owned by the City of La Crosse, Wisconsin, located on the Mississippi River, adjacent to Isle La Plume and 300 St. Cloud St located on the Black River. This avails J. F. Brennan the opportunity to apply for various grants to rebuild the current sheet piles at both locations.

Background

J. R. Brennan has been a longterm lessee at the Isle La Plume property and is requesting the extension to further establish the ability to bring the location up to current standards and increase the capacity.

The 300 St Cloud St. location was leased to a different entity and after the RFP process, there were two inquiries, the Parks Department concluded that the best use was the one offered by J. F. Brennan.

Fiscal Impact

Increase in revenue and less taxpayer money going into long term maintenance.

Staff Recommendation

Staff recommendation is for approval.

J.F. BRENNAN COMPANY, INC.
300 SAINT CLOUD STREET MUNICIPAL LAND
PROPERTY LEASE

THIS LEASE made and entered into this February 1, 2025, by and between the City of La Crosse, Wisconsin, a Wisconsin municipal corporation herein after referred to as "City," and J.F. Brennan Company, Inc., Company a Wisconsin Corporation, hereinafter referred to as "Lessee. "

WHEREAS, the Board of Park Commissioners hereinafter referred to as "Board" is a duly created board by the Common Council of the City of La Crosse, Wisconsin, pursuant to Chapter 30 of the Wisconsin Statues; and

WHEREAS, it is the policy of the Board of Park Commissioners to maintain the property at 300 Saint Cloud Street in a continuous, peaceful and efficient manner, and

WHEREAS, it is the desire of Lessee to lease such property, and

WHEREAS, City desires to lease the property at 300 Saint Cloud Street.

NOW, THEREFORE, FOR AND CONSIDERATION of the lease terms and conditions by the parties hereto, and upon the terms and conditions hereinafter provided, it is mutually agreed and understood by the parties hereto as follows:

1. **PREMISES.**

City leases to Lessee the following area known as 300 Saint Cloud Street, La Crosse, Wisconsin, Tax Parcel 17-10016-70, Zoned M2-Heavy Industrial, outlined in Attachment #1 made part of this lease.

(a). Lessee may use City of La Crosse Right-Of-Way west of the intersection of St Cloud Street and Copeland Park Drive, outlined in Attachment #7 made part of this lease. Lesse understands and agrees this right-of-way shall remain clear at all times and be accessible by City staff at any time for any reason, may not be built upon, and shall be provided a method to unlock and/or open any type of fence or security method.

2. **PURPOSE.**

The purpose of this agreement is to lease to Lessee the publicly-owned property at 300 Saint Cloud Street, La Crosse, Wisconsin for intended use to maximize the utilization of harbor services currently being provided by Brennan's shipyard.

3. **TERM.**

The term of this Lease shall be for 10 years beginning on the February 1, 2025, and terminating on February 1, 2035. Upon mutual agreement of City and Lessee, the Lease may be renewed for two (2) 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 the City for public necessity.

4. **RENTAL.**

(a) Lessee agrees to pay the City of La Crosse, Wisconsin, ("City") as rent, the annual sum as listed on Attachment #5, J.F. Brennan Company, Inc. 300 St Cloud Street Lease Payment Schedule for the lease of premise as listed above in 1. PREMISIS. Such annual sum shall be payable to the City Treasurer for the City beginning February 1, 2025, and on January 2nd of each year during the term of this lease.

(b) In addition to the rental set forth herein above, Lessee shall pay to the City for the use and occupancy of the premises:

(1) A dockage fee of 35¢ per gross ton (2,000 pounds) for each ton loaded or unloaded of dry bulk material across the leased property, and a dockage fee of 15% for all 3rd party vessel usage of the leased premises during any calendar year of this Lease.

(2) Lessee shall furnish to the City's Finance Director by December 31st of each year, a statement, certified by a corporate officer of Lessee, itemizing the aforesaid dockage charges occurring in any calendar year, and shall make payment of such additional charges at the same time, payable to the City of La Crosse.

(3) Any rental, dockage or wharfing charges payable by Lessee hereunder which are not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date thereof until paid.

5. **INSPECTION BY CITY.**

In order that the City may carry out the obligations imposed upon it by law, by this agreement, or otherwise, Lessee agrees that the City, or their agents and employees, shall have the right at all reasonable times, or at any time in the event of an emergency, to enter upon the premises. Lessee further agrees to permit the City or their respective agents or employees to inspect the premises at all reasonable times, to ascertain whether or not Lessee's covenants and maintenance and upgrade commitments herein are being observed.

6. **TAXES.**

Lessee shall pay when due all applicable taxes that may be assessed or levied on leasehold improvements or cargo, which shall be in addition to the above rental charges or fees.

7. **LAWS. RULES AND REGULATIONS.**

Lessee shall acquire, provide and keep in force, during the term of this lease, all necessary permits, governmental certificates, leases and licenses, State and Federal, required in connection with the leasing of the aforesaid harbor facilities. Costs associated with the acquisition of the permits and licenses shall be at the expense of Lessee.

Lessee shall not at any time during the term hereof use or allow the use of the said premises for any purpose or use in violation of this agreement, or of the laws, regulations and/or ordinances of the United States of America, of the State of Wisconsin, or of the City of La Crosse, whether such laws, regulations and/or ordinances now exist or shall be enacted, or issued during the term of this Lease.

Lessee agrees in the use and operation of the premises not to obstruct or in any way impede unnecessarily navigation in the Black River and likewise agrees to comply with all existing applicable lawful rules and regulations or lawful authority affecting navigation in said waterway.

Lessee agrees to observe all laws and ordinances applicable to the installation, maintenance and removal of any improvements on the leased premises, or for access thereto, and to take appropriate safeguards to prevent loss, damage or injury to leased premises or to any adjacent facilities. Lessee shall keep the leased premises, including the access road, in a safe and clean condition in accordance with all local ordinances and other laws and governmental regulations affecting the said premises, and shall remove promptly at Lessee's cost any rubbish or waste materials of any character whatsoever which may accumulate thereon. Any oil, sludge, residue, etc., to be disposed of in connection with Lessee's operations shall not be discharged into the Black River. Lessee shall not dispose of trash and/or refuse on the adjacent premises or waterway.

City shall always be free to make and enforce any reasonable and uniform rules, regulations or ordinances which it deems necessary or appropriate with regard to property under its administration, of which the leased premises forms a part, provided that such rules, regulations or ordinances shall not be arbitrary or discriminatory against Lessee.

Lessee agrees to enforce all of the above-mentioned laws, ordinances, rules and regulations both with reference to employees of Lessee and with reference to all other persons the premises who derive their right to be thereon from Lessee.

8. **INSURANCE.**

Should Lessee use the dock for loading and unloading, Lessee shall procure and maintain at Lessee's sole cost and expense stevedore's legal liability insurance with limit of liability of not less than $5,000,000 for property damage from any one occurrence.

Should Lessee use the dock or store materials or products, Lessee shall procure and maintain at Lessee's sole cost and expense warehouseman's legal liability insurance covering the Lessee's legal liability for goods, materials and products stored in and at said dock or harbor facility for account of' others. Such insurance shall be in the minimum amount of $5,000,000 per occurrence.

Lessee shall procure and maintain, at Lessee's sole cost and expense, wharfinger's liability insurance as will cover the legal liability for loss or damage to vessels, equipment, cargo, freight and other interests on board such vessels or barges which are in Lessee's care, custody or control, including the safe mooring, and as will cover Lessee's legal liability for damage to property of others caused by said barges or vessels, equipment, cargo or freight which are in Lessee's care, custody or control. Such insurance shall be in the minimum amount of $5,000,000 per occurrence.

The above-required insurance policies may include a deductible clause in an amount not to exceed $10,000 per occurrence. Lessee shall be responsible for any penalty amount deducted from any loss payment due to any coinsurance or deductible clause that is part of the insurance conditions.

Lessee shall procure and maintain, at Lessee's sole cost and expense, comprehensive general liability insurance, with a minimum combined single limit of $2,000,000 plus excess coverage

for a total of not less than $5,000,000 for bodily injury and property damage per occurrence. Coverage under such insurance shall also include insurance of any explosion, collapse, and underground property damage hazards. Said insurance shall contain the "broad form contractual endorsement." Where the work includes the use of watercraft the "watercraft exclusion" in the comprehensive general liability insurance policy shall be eliminated or protection and indemnity insurance shall be provided with the same limits as the comprehensive liability insurance. The liability policy shall name as additional insured the City of La Crosse and their officials, Board members, employees and agents.

Lessee shall procure and maintain, at Lessee's sole cost and expense, comprehensive motor vehicle liability insurance, which shall include hired and non-owned vehicles coverage with a minimum combined single limit of $2,000,000 for bodily injury and property damage per occurrence.

Lessee shall procure and maintain, at Lessees sole cost and expense, standard workers' compensation insurance, as will protect Lessee from claims under the Wisconsin Workers' Compensation Act. The limit of liability under the employer's liability section of the workmen's compensation insurance policy shall be not less than the Wisconsin statutory limit. Whenever applicable, protection shall be granted for liability under the Jones Act and under general maritime law.

All the insurance policies required above, as well as any insurance carried by Lessee, or those holding under or through Lessee, for the protection of its or their property on the leased premises or their operations, shall provide that the insurers waive their rights of subrogation against the City of La Crosse and its officials, employees and agents. Lessee further agrees to waive and agrees to have its insurers waive any rights of subrogation with respect to deductibles under such policies and with respect to damage to equipment including the loss of use thereof, whether insured or not. All such policies shall also provide for thirty (30) days' notice of cancellation and/or material change to be sent to City at 400 La Crosse Street. All such policies shall be written by non-assessable mutual or stock insurance companies, who are rated 'B" or better in Best's Key Rating Guide and are licensed to do business in the State of Wisconsin. Lessee shall furnish Board certificates evidencing that it has procured the insurance required herein, prior to occupancy of the premises by Lessee. Nothing herein contained shall prevent Lessee or Board from placing and maintaining at Lessee's or Board's own individual cost and expense, additional or other insurance as maybe desired.

9. **IMPROVEMENTS. MAINTENANCE AND REPAIR.**

It is hereby understood that the premises and dock wall facility leased by City to Lessee are accepted and shall be taken by Lessee and by those occupying same by or through Lessee in the condition they are at the time that they are tendered by the City for occupancy and use by Lessee without any obligation on the City to make any changes or improvements therein or to do construction of any kind therein, except as may be otherwise specifically provided in this agreement. Lessee shall furnish all necessary improvements and equipment for the usual and routine operation of the dock wall and mooring facility on a safe basis. Lessee agrees to have a local representative available in the La Crosse area during normal business hours. Lessee agrees to keep leased premises in good repair at Lessee's expense, including the wharfing or mooring structure, pilings and any necessary dredging of the Black River in order to maintain proper water depth for the safe and convenient use of dock wall and shall maintain the integrity of the riverbank and shoreline. Lessee shall provide and maintain suitable dock wall and property identification signs.

Lessee shall be responsible for all the provisions of all additional site improvements as listed on the City received Request for Proposal from J.F. Brennan Company, Inc dated April 15, 2024 signed by Mike Binsfeld, Chief Operating Officer, J.F. Brennan Company, Inc. Attachment #6.

Prior approval from the City, with proper approved permits, shall be obtained before any enclosed permanent structure is placed on the leased premises.

10. **LIENS.**

Lessee shall not allow any laborer's, mechanic's or material man's liens to be placed upon the improvements on the leased premises by any laborer, contractor, or subcontractor, employed by Lessee during the term hereof; and Lessee agrees promptly to discharge or cause to be discharged any such lien or liens attaching to therein for thirty (30) days after written notice thereof from the City, in causing the removal of such lien or liens, including reasonable attorney's fees and expenses. Nothing herein contained, however, shall require the City to discharge such lien or liens except in its own discretion. Liens or security interest of financial institutions for the purpose of financing dock improvements, facilities or equipment shall be given only after written consent of the Board.

11. **ASSIGNMENT AND SUBLETNNG.**

Lessee shall not assign this Lease, in whole or in part, nor sublet the premises or any portion thereof to anyone, without in each case the written consent, in advance, of the City, and shall not permit any transfer by operation of law of all or any of lessee's interest in said premises acquired through or by this Lease. Lessee, in case of a sublease under permission of the City, shall remain for the prompt payment of all rent or other amounts due from Lessee under the terms hereof and for the prompt performance of all covenants on Lessee's part herein agreed to be performed, unless the City shall specifically agree, in writing, to relieve and discharge Lessee from such liability.

12. **DEFAULT.**

In the event any one or more of the following events (hereinafter sometimes referred to as events of default) should occur, namely:

a. If Lessee shall fail duly and punctually to pay the rental or to make any other payment required hereunder when due to the City, and if such failure shall continue for a period of thirty (30) days after written notice thereof has been given to Lessee by the City or its designee.

b. if Lessee shall be adjudged bankrupt or insolvent by any court of competent jurisdiction, if by a voluntary petition in bankruptcy or petition for reorganization or arrangement shall be filed by Lessee, or if a receiver of the property of Lessee shall be appointed.

(c) if the interest of the Lessee under this agreement be transferred to pass to or devolve upon any other person, firm or corporation, by operation of law or otherwise, without the consent of Board, except to a subsidiary or successor company.

(d) if Lessee becomes a corporation or other entity in dissolution or liquidation, whether voluntary or as the result of any act or omission, or by operation of law or the order or decree of any court having jurisdiction or for any other reason whatsoever, and the exceptions of sub. (c) above have not become operative.

(e) it by or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any court or governmental Board, agency or office, a receiver, trustee, or liquidator, shall take possession or control of all or substantially all of the property of Lessee.

(f) if Lessee shall voluntarily abandon, desert or vacate the premises or discontinue its operations at the premises.

(g) if Lessee breaches or defaults in respect of any of the other covenants, conditions or agreements herein contained and on its part to be performed and fails for a period of thirty (30) days after receipt of written notice thereof to remedy such default, or, if remedying such default would reasonably require longer than 30 days, to commence to remedy and to thereafter proceed with all reasonable diligence to the remedying of such default; then, upon the occurrence of such event of default, the rent, at the rate then in effect, for the remaining term of this Lease shall at once become due and eligible, without putting Lessee in default, the City shall have the option: (1) to demand the rent for the whole term, (2) to proceed for past due installments only, the City reserving the right to proceed later for the remaining installments, or (3) to cancel this Lease immediately, all without putting Lessee in default. In addition to exercising the rights or remedies hereinabove provided in this paragraph, upon the occurrence or event of default sub. (f), above (i.e., abandonment or discontinuance of operations), whether alone or in conjunction with other events of default, the City may take possession of the premises immediately and for the remaining term hereof, for the purpose of continuing the operation of the facilities, either directly with City's employees or through a third-party operator or Lessee, and Lessee shall nevertheless continue to be obligated to pay the base or minimum rent until this Lease expires or otherwise terminates, and the net proceeds derived by the City from such operation shall be applied against Lessee's rent obligation. (The term "net proceeds" as used in the preceding sentence shall mean the sum realized by the City from the operation of the facilities, less all direct and indirect expenses of the City than the expense of the City's maintenance obligations under this agreement.) In all cases, Lessee shall remain responsible for all damages or losses suffered by the City as a consequence of Lessee 's breach in the performance obligations hereunder. Failure strictly and promptly to these conditions shall not as a waiver of the City's rights.

13. TERMINATION OF LEASE.

Upon termination of this Lease by cancellation or expiration, or for any other reason whatsoever, Lessee shall immediately yield up possession of the premises to the City in good condition; provided, that the Lease shall nevertheless continue in effect until ships and barges in berth at the facility have completed loading or unloading, The City reserving the right to verify Lessee's inventory and accounting. Rent or other charges due or already paid shall be adjusted pro rata between the City and Lessee as of the actual cut-off time.

In the case of failure or refusal of Lessee to yield up the premises as aforesaid, Lessee shall pay as liquidated damages for the whole time such possession is withheld, double the proportionate amount of the base or minimum rent herein specified. This provision shall not constitute a waiver by the City of any remedies now or hereafter given to the City by the laws of Wisconsin.

Upon such termination, unless Lessee is in default hereunder, Lessee shall have a reasonable time after such termination within which it may remove from the leased premise property belonging to Lessee and property belonging to third persons but for which Lessee is responsible.

Upon such termination, Lessee may be required by the City to remove all facilities, building and structures placed by Lessee on the leased premises, title to which has not vested in Board pursuant to the provisions of this Lease (rather than by operation of law). All such improvements which are permanently attached to the premises may be retained by the City, at the City's option, and if so, retained shall automatically become the property of the City. The City agrees to advise Lessee in writing no later than five (5) days after such termination, which improvements are to be retained and which must be removed. When removing such improvements, Lessee shall restore the affected portion of the premises to its previous condition.

In any event, Lessee shall remove all trash, stocks of materials, supplies, tools, etc., belonging to Lessee or Lessee's agents.

If the facilities, buildings and structures which are required by the City to be removed from the leased premises and all trash, stocks of materials, supplies, tools, etc., placed on the leased premises by Lessee or Lessee's agents, shall have not been removed by Lessee prior to the date of termination of this Lease, it will be optional with the City either to collect double the proportionate amount of the base or minimum rent as liquidated damages until the said facilities, and trash, stocks of materials, supplies, tools, etc., have been removed by Lessee; or to remove the same at Lessee's cost, risk and expense, the double rental to continue until ultimate removal thereof; or to retain the same, or any part thereof, without payment or reimbursement to Lessee, unless other arrangements have been made in writing between the City and Lessee with regard to the removal thereof.

14. INDEMNITY.

Lessee shall protect, defend, Indemnify and keep and save forever harmless the City from and against any and all loss, cost, claims, charges, expenses, penalties, damages, fines, suits, demands and actions of any kind and nature whatsoever by reason of any and all of Lessee's operations and the operations of those holding under or through Lessee on the leased premises, or such as may be imposed for the violation of any law of the United States, or of the State of Wisconsin, or of any ordinance of the City of La Crosse or of any regulations of any governmental agency (Federal, State or local), including any and all liability under employers' liability or workmen's compensation acts (Federal or State) if occasioned by any fault or act of commission or omission of Lessee, its employees or agents, or of any other persons who derive their right to be on the leased premises from Lessee, and not occasioned by any fault or negligence of the City, its employees or agents.

Lessee shall further protect, defend, indemnify and keep and save forever the City from and against any and all loss, cost, claims, charges, expenses, penalties, damages, fines, suits, demands and actions of any kind and nature whatsoever arising out of any accident or other occurrence causing injury to any person (fatal or otherwise) or damages to property, directly or indirectly due to the use or occupancy of the leased premises during the term off is Lease or arising in Lessees performance of its obligations hereunder, if occasioned, brought about, or caused in whole or in part by any fault or act of commission or omission of Lessee, its agents or employees, or of any other persons who derive their right to be on the leased premises from Lessee, and not caused by any fault or negligence of the City, its employees or agents.

Lessee, from the time of its occupancy of the premise, shall assume sole responsibility for the condition of the premises, and the City shall not be liable for injury or damage, whether to person or property, caused by any vice or defect therein, either to Lessee or to anyone in or on the premises who derives his right to be thereon from Lessee, unless it be shown that the City knew of such vice or defect, or should within reason have known thereof, or had received notice of such vice or defect and failed to remedy same within a reasonable time thereafter, provided that, under the terms of this agreement, the City would have been under the duty of remedying such vice or defect.

15. **NOTICE.**

Wherever in these provisions of this agreement notice is required to be given by either party hereto, it shall not be construed to mean personal service, but it shall mean notice in writing addressed to the party to receive such notice, sent by registered or certified United States mail, as follows:

If for City: Nikki Elsen
City Clerk, City Hall
400 La Crosse Street
La Crosse, WI 54601

If for Lessee: Mr. Mike Binsfeld
J.F. Brennan Company, Inc.
818 Bainbridge Street
La Crosse, WI 54601

or as may be designated by the respective parties from time to time by notice given pursuant to this paragraph.

16. **SUCCESSORS AND ASSIGNS.**

This agreement shall inure to the benefit of and shall be binding on the successors and assigns of the City, and, except as otherwise provided in this agreement, on the successors and assigns of Lessee.

17. **CHOICE OF LAW.**

This agreement shall be interpreted in accordance with the statutes and laws of the United States of America and of the State of Wisconsin. If applicable, Lessee shall comply with Wisconsin Statutes Section 30.38(8).

18. **DISCRIMINATION.**

Lessee agrees that no otherwise handicapped individual in the United States as defined in Section 706(7) of Title 29 USC, or as specifically provided for in Subchapter Il of Chapter I I I, Wisconsin Statutes, shall, solely by reason of his/her handicap, be excluded from employment or be subjected to discrimination under any activity by Lessee. Lessee further agrees to comply with the following laws, policies, and regulations and pertinent directions:

(a) Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 US 2000d et. seq.

(b) Subchapter Il of Chapter 1 1 1, Wisconsin Statutes.

19. **SEVERABILITY.**

If any term, covenant, condition or revision (or part thereof) of this Lease or the application thereof to any party or circumstance, shall at any time or to my extent be held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision (or remainder thereof) to the parties or circumstances other than those to which it is held to be invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this agreement shall be valid and be in force to the fullest extent provided by law.

20. **AMENDMENT.**

No term or provision of this agreement or any other attachments may be changed, waived, discharged or terminated orally, only by an in writing by both parties to this agreement.

21. **CONFLICT OF INTEREST.**

No director, officer employee of the City of La Crosse during their tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Lease or in the proceeds thereof, except as permitted under Section 946.13 (2), Wisconsin Statutes, and City of La Crosse Municipal Code, Section 2.48.

22. **ATTACHMENTS.**

Attachments to this agreement are incorporated into this agreement by reference.

23. **ENTIRE AGREEMEINT AND PREVIOUS LEASES.**
This agreement and the attachments hereto contain the entire agreement of the parties and supersede all prior agreements or oral understandings between the parties.

BRENNAN MARINE, INC.,
300 SAINT CLOUD MUNICIPAL LAND PROPERTY LEASE

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and attested by their duly authorized officers.

J.F. Brennan Company, Inc.

Mike Binsfeld, President

Daniel Gentges, Secretary

May 23

Personally came before me this _____ day of ~~February 1,~~ 2025, the above-named J.F. Brennan Company, Inc., by its President, Matthew Binsfeld, and its Secretary, Daniel Gentges, known to me to be the persons who executed the foregoing instrument and acknowledged the same.

KAYLA SUNDAY NOTARY PUBLIC STATE OF WISCONSIN

Sign: Kayla Sunday

Print: Kayla Sunday

Notary Public, State of Wisconsin
My Commission Expires 3/13/2028

CITY OF LA CROSSE, WISCONSIN

Mitch Reynolds, Mayor

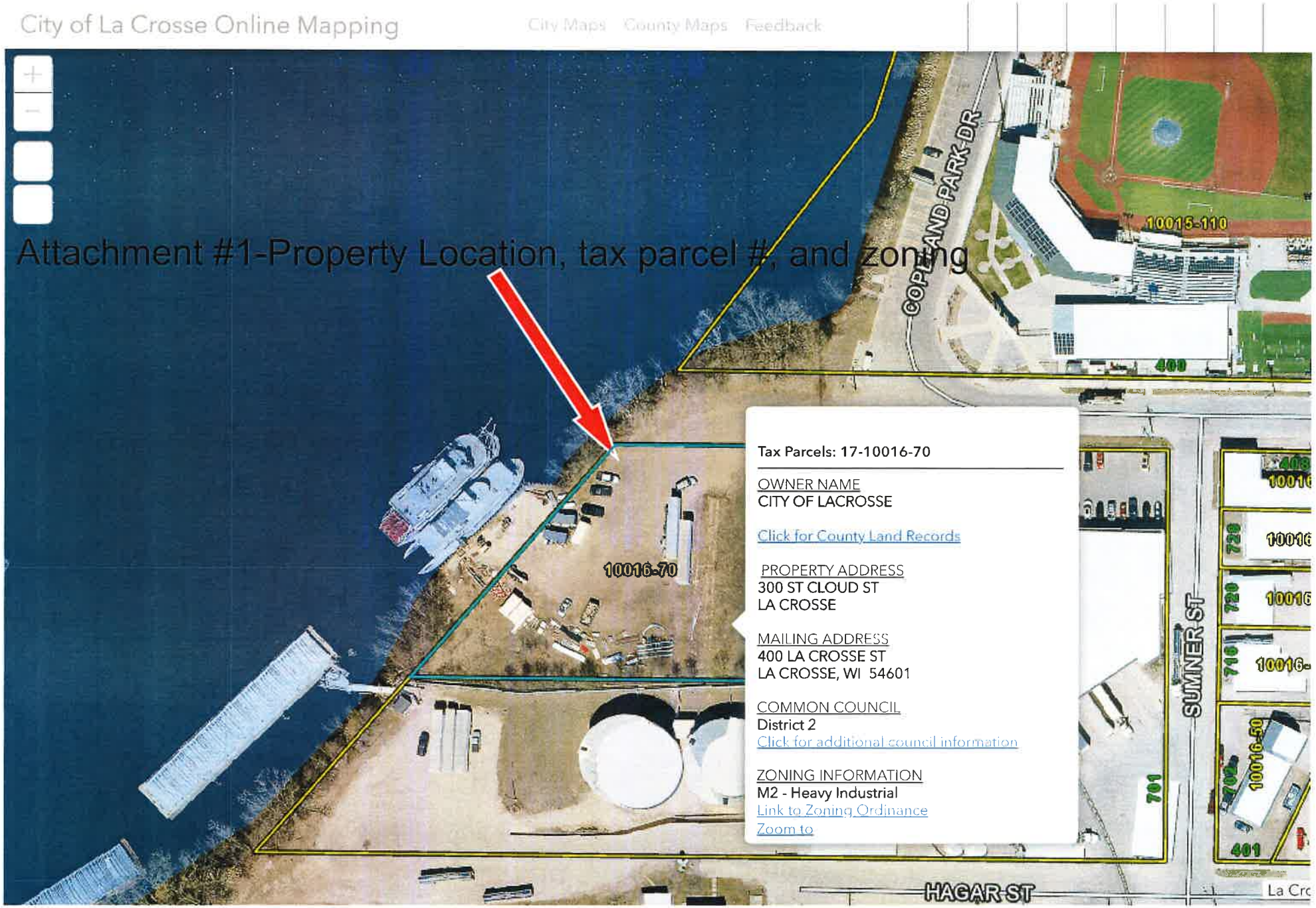
Nikki Elsen, City Clerk

Personally came before me this ____ day of February 1, 2025, the above-named City of La Crosse, Wisconsin, by its Mayor, Mitch Reynolds, and its City Clerk, Nikki Elsen, known to me to be the persons who executed the foregoing instrument and acknowledged the same.

Sign: _____

Print: _____

Notary Public, State of Wisconsin
My commission Expires: _____


City of La Crosse Online Mapping
City Maps
County Maps
Feedback
Attachment #1-Property Location, tax parcel #, and zoning
COPELAND PARK DR
10015-110
401
10016-70
Tax Parcels: 17-10016-70
OWNER NAME
CITY OF LACROSSE
Click for County Land Records
PROPERTY ADDRESS
300 ST CLOUD ST
LA CROSSE
MAILING ADDRESS
400 LA CROSSE ST
LA CROSSE, WI 54601
COMMON COUNCIL
District 2
Click for additional council information
ZONING INFORMATION
M2 - Heavy Industrial
Link to Zoning Ordinance
Zoom to
SUMNER ST
HAGAR ST
701
10016-50
0
50
100ft


City of La Crosse Online Mapping
City Maps County Maps Feedback
Attachment #2-Measurements
105' Seawall not including front side
117'
201'
.93 Acres
10016-70
265'
288'
0 30 60ft

Sec. 115-153. - Heavy Industrial District. Attachment #3

(a) *Scope and use regulations.* This section applies to the Heavy Industrial District. In the Heavy Industrial District, buildings and land may be used for any purpose whatsoever not in conflict with any ordinance of the City, provided, however, no dwelling shall be constructed in such district except a dwelling for one owner, a watchperson or a caretaker employed on the premises and for members of such person's family; provided, further, however, that no building or occupancy permit shall be issued for any of the following or other extremely nauseous, obnoxious, offensive, dangerous or unwholesome uses until and unless the location of such use shall have been approved as a conditional use by the Common Council as provided in subsections (a)(15), and (16) and (17) of this section, or by the Board of Zoning Appeals after a public hearing shall have been held thereon, and any such decision by the Board of Zoning Appeals shall be consistent with the purpose, spirit and intent of this chapter, and provided further, however, that any dwelling in existence situated on any premises zoned heavy industrial on November 26, 1957, shall be exempt from the ordinary restrictions applying to nonconforming uses.

(1) Acid manufacture.

(2) Automobile or machinery wrecking, salvaging or rebuilding.

(3) Cement, lime, gypsum or plaster of Paris manufacture.

(4) Distillation of bones.

(5) Explosives, manufacture or storage.

(6) Fat rendering or rendering works.

(7) Fertilizer manufacture.

(8) Forge plant.

(9) Garbage, offal or dead animal reduction or dumping.

(10) Glue manufacture.

(11) Junkyard.

(12) Petroleum refining.

(13) Smelting of tin, copper, zinc, or iron ores.

(14) Stockyards, abattoir, or slaughtering of animals.

(15) Garbage, trash or recycling transfer facilities only when approved as a Conditional Use by the Common Council, as provided in article VI of this chapter.

(16) Biodiesel production made form waste fats and oils when such facility is approved as a conditional use by the Common Council as provided in article VI of this chapter.

(17)

Metallic or nonmetallic (sand and gravel) loading and unloading facilities including facilities located along rail yards or sidings, port or waterfront areas or trucking terminals and sites and only when such facility is approved as a conditional use by the Common Council as provide in article VI of this chapter. The notification for this use shall include notification within 1,000 feet and the conditional use permit fee shall be as established by resolution.

(b) *Height regulations.* No building hereafter erected or structurally altered shall exceed 100 feet in height, and no building used in any part for dwelling purposes shall hereafter be erected or structurally altered to exceed 35 feet or 2½ stories in height.

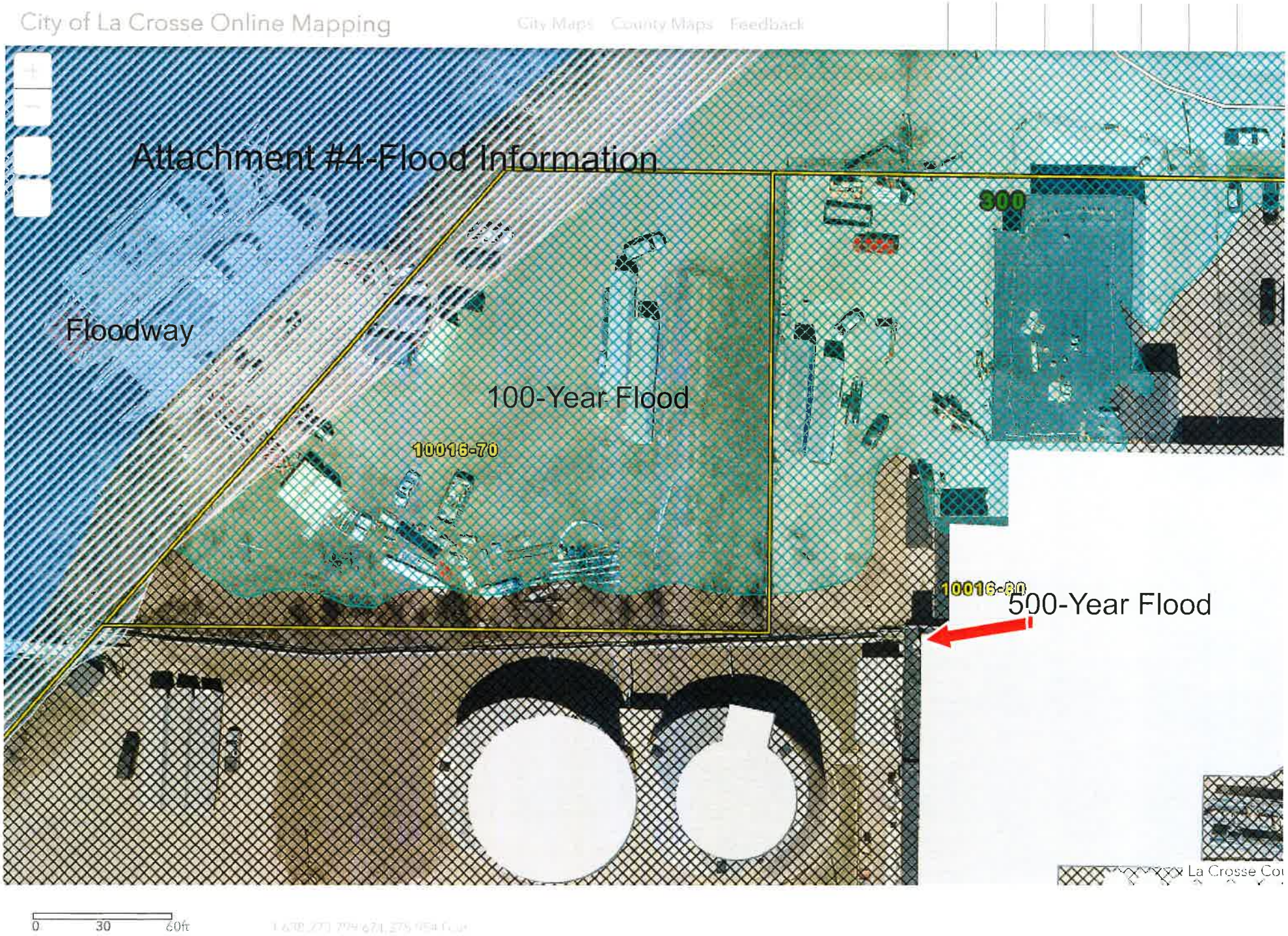
(c) *Area regulations.*

(1) *Yards and courts.* The side yard, rear yard, outer court and inner court regulations applicable in the Commercial District shall also apply in the Heavy Industrial District.

(2) *Lot area per family.* Every building hereafter erected or structurally altered in the industrial district shall be provided with a lot area of not less than 2,500 square feet per family.

(d) *Vision clearance.* The vision clearance requirements for this district shall be the same as for the Local Business District.

(Code 1980, § 15.12)


City of La Crosse Online Mapping
City Maps County Maps Feedback
Attachment #4-Flood Information
Floodway
100-Year Flood
10016-70
300
10016-80
500-Year Flood
0 30 60ft

Attachment #5 Lease Payment Schedule

Brennan Marine, Inc 300 St Cloud Street Lease Payment Schedule

Initial 10-year Lease

Year	Rent	Annual 3.5% Increase
2025	$ 5,000.00	
2026	$ 5,175.00	$ 175.00
2027	$ 5,356.13	$ 181.13
2028	$ 5,543.59	$ 187.46
2029	$ 5,737.62	$ 194.03
2030	$ 5,938.43	$ 200.82
2031	$ 6,146.28	$ 207.85
2032	$ 6,361.40	$ 215.12
2033	$ 6,584.05	$ 222.65
2034	$ 6,814.49	$ 230.44

Income $ 58,656.97

1st 5-year Lease Extension

Year	Rent	Annual 3.5% Increase
2035	$ 7,500.00	
2036	$ 7,762.50	$ 262.50
2037	$ 8,034.19	$ 271.69
2038	$ 8,315.38	$ 281.20
2039	$ 8,606.42	$ 291.04

Income $ 40,218.49

2nd 5-year Lease Extension

Year	Rent	Annual 3.5% Increase
2040	$ 10,000.00	
2041	$ 10,350.00	$ 350.00
2042	$ 10,712.25	$ 362.25
2043	$ 11,087.18	$ 374.93
2044	$ 11,475.23	$ 388.05

Income $53,624.66

Total Lease Payments

Initial 10-year	$ 58,656.97
1st 5-year	$ 40,218.49
2nd 5-year	$ 53,624.66
20-yr est tonnage/dockage	$ 70,000.00
	$222,500.12

Lessee Estimated Capital Improvements

$ 240,000.00

Attachment #6

Marine Professionals Since 1919
BRENNAN

J.F. Brennan Company, Inc.
818 Bainbridge Street
La Crosse, WI 54603
608.784.7173

April 15, 2024

Jim Flottmeyer
Parks, Forestry, Building and Grounds
Project Specialist
City of La Crosse
400 La Crosse St.
La Crosse, WI 54601

and;

Jason Odegaard
Director of Parks, Recreation, and Forestry
City of La Crosse
400 La Crosse St.
La Crosse, WI 54601
608-789-7593

Mr. Odegaard, Mr. Flottmeyer:

Pursuant to the recently received Request for Proposal (RFI) regarding the potential availability of the City of La Crosse (City) owned property at 300 St. Cloud Street (at the intersection of Copeland Park Dr. and St. Cloud St.), J.F. Brennan Company, Inc. (Brennan) hereby submits this proposal for lease. The Tax ID for the parcel in question is 17-10016-70 with a leasable acreage of .93. The property is currently zoned for heavy industrial use and is adjacent to heavily utilized recreational areas. This proposal contemplates a lease in the form of one ten (10) year lease and two (2) each five (5) year options for a total of twenty (20) years and considers riparian rights along the property boundaries during the term of the lease. Brennan's intended use for the property will include maximizing the utilization of harbor services currently being provided by Brennan's shipyard, in addition to working with other interested 3rd parties of the property to facilitate their needs as allowed in the lease agreement.

The proposed terms of the 20-year lease would consist of Brennan paying an annual lump sum to the City of $5,000, a dockage fee of 15% for all 3rd party vessel usage, a tonnage fee of 35¢ per gross ton for each ton loaded or unloaded of dry bulk material, and further investing an estimated amount of $240,000 into the property in the form of capital improvements. The capital improvements are described in detail below as recommendations from our engineering staff and consistent with similar agreements Brennan maintains with other government entities. All improvements to the parcel would remain as an asset to the City after the term of the lease. Several areas have been identified as needing immediate improvement. Throughout the following paragraphs, we've attempted to demonstrate the improvements we believe can enhance the property's safety, utilization, and appearance.

J.F. Brennan Company, Inc.
818 Bainbridge Street
La Crosse, WI 54603
608.784.7173

We believe an agreement that finds mutual benefit for all interested parties, including the City, local stakeholders, the taxpayer base, and Brennan, can be reached. Brennan has experience leasing land with similarly situated or zoned land owned by municipalities along riverine environments that serve heavy industrial use but also experience a high volume of pedestrian foot traffic. These properties create unique opportunities for those government entities. Recognizing this, Brennan proposes that in addition to an annual lease payment and dockage fees to the City, capital improvements to the property will be made over the course of the lease. In our experience, these improvements not only enhanced the property's visual appearance but also increased the facility's safety as those who recreate nearby were not subject to unsafe vestiges typically associated with aging, industrial use property. In many cases, those facilities became liabilities for the government agency with responsibility over the property. Copeland Park is uniquely positioned along the Black River and offers public access for nearly 2,000 lineal feet to the Black River. The park itself has received significant investment through public funds and private businesses, which has increased the foot traffic through the area by tens of thousands every year. The property at 300 St. Cloud Street remains neglected to the point where it has become visually unattractive and potentially unsafe for those who look to try to access from the land nearby or for those who are passing near the dock wall.

The entrance of the property needs to be cleared and made presentable. This is the visual interface for those who attend Logger's game or otherwise enter the park and first view the river. Years of overgrowth have accumulated along the waterfront and along the property. Brennan proposes to clear the weeds, brush, small trees, etc. (in accordance with DNR regulations) from all corners of the property and along the waterfront to open clear lines of site to the river. The value of the site clearing and grubbing per an estimate a local contractor amounted to $20,000. Additionally, Brennan would maintain the property free of bank shrubs and weeds and tree trimming at an annual cost of $5,000.



Figure 1: Overgrowth to be Cleared and Maintained Over the Course of the Lease

J.F. Brennan Company, Inc.
818 Bainbridge Street
La Crosse, WI 54603
608.784.7173

The current fence is inadequate and allows members of the public to enter a potentially unsafe industrial area. Brennan proposes to repair or replace all fencing and gates in disrepair. The removal of the old fencing system and replacement with a security grade gate and fence system has been quoted at $15,000.



Figure 2 - Parcel Entrance on 7/19/23. Fencing and Gate would be Removed and Replaced

Brennan believes it would be advantageous for more public space to be created immediately adjacent to the newly established dock walkway on which sitting space can be created. Brennan proposes pushing the entrance to parcel back south onto the property. We believe that during periods of higher vehicular traffic, such as Logger games or other events, this will be an important feature for those using the proposed dockage system which promotes safety by not having to congregate their families or aggregate their belongings in the street. Additionally, this is an area in which additional bike parking can be accommodated. Brennan proposes to fund the landscaping and hardscaping necessary to achieve this goal. Picnic tables and bike racks on concrete pads would be added to this area. The estimated cost to implement is $15,000.



Figure 3: Expandable Dock Entrance, Picnic Tables, and Bike Parking

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La Crosse, WI 54603
608.784.7173

The bank adjacent to the river needs to be addressed for the same reasons mentioned earlier. Placing a dock system to the north of the parcel will increase foot traffic on the riverbank. The pile cluster to the north of the dock has reached the end of its serviceable life and should be removed. Older timber clusters have the tendency to tip over and damage property or injury those who may be nearby. Brennan proposes to remove the timber cluster at a cost of $10,000.



Figure 4: Remove Timber Cluster

The sheet pile wall system needs repairs and cleaning. From the river, the dock is visually unattractive and has many protruding steel and timber components that could potentially injury a boater who passes nearby. Brennan proposes to remove all existing appurtenances and to replace them with more appropriate mooring points at an estimated cost of $10,000.

J.F. Brennan Company, Inc.
818 Bainbridge Street
La Crosse, WI 54603
608.784.7173

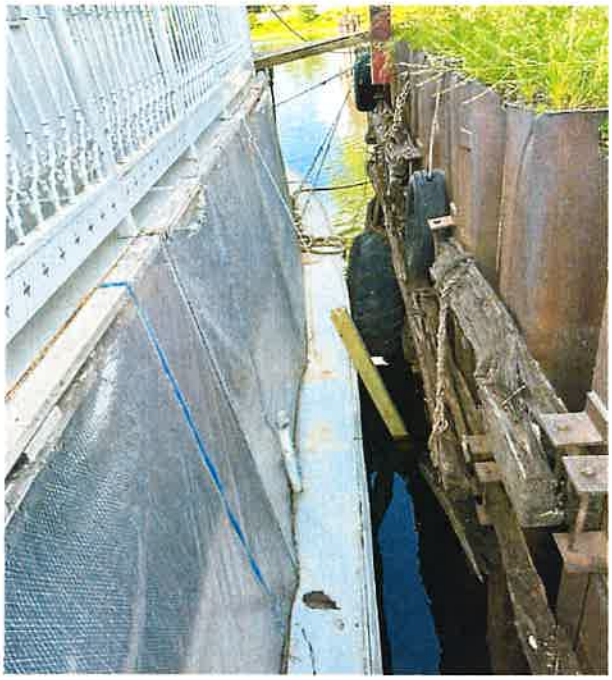


Figure 5: Sheet Pile Wall Front

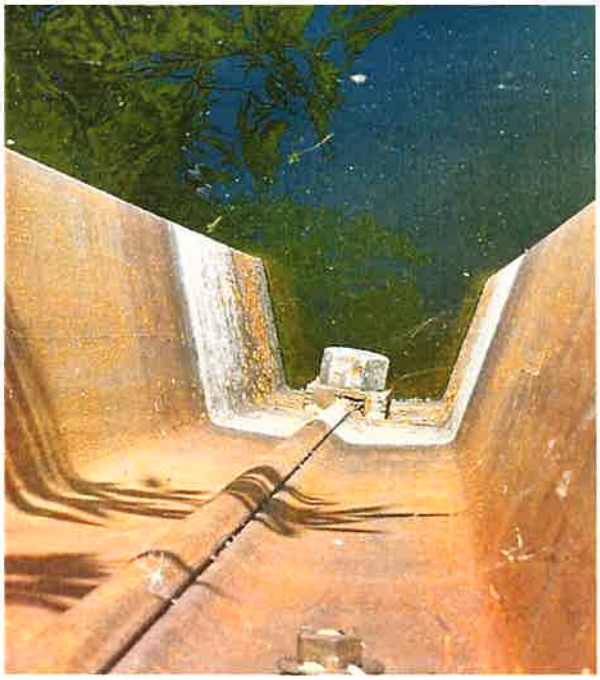


Figure 6: Sheet Pile Wall Tie Back System

Once the current tenants move out, the grounds will need to be cleared of debris, waste, and small metal objects that can puncture tires. Brennan proposes removing all brush, weeds, and shrubs and to level the area with a bulldozer while adding a crushed asphalt layer to the property to improve utility and appearances. Brennan has a quote for this work which is $55,000.



Figure 7: Ground Conditions

After having visited the site recently with our engineers, we believe we can offer some assistance with the installation of the dock new dock system. As it is currently situated, we believe there will be issues with

J.F. Brennan Company, Inc.
818 Bainbridge Street
La Crosse, WI 54603
608.784.7173

the viability of the gangway and foundations. We propose to offer our internal engineer's expertise in constructing access to the dock system. We also can provide a crane on a barge to help set the gangways.



Figure 8: Dock Improvements

In addition to these proposed site improvements, Brennan will install cameras that record activity on our internally housed security system. We maintain a 24hr / 365 day per year staffed dispatch center through which site security can be monitored. Brennan has also spoken with the Kapanke family, who has a need for additional parking during Logger's games or other peak events throughout the summer. Brennan and the Kapankes would work together to continue to allow parking on the parcel of land when necessary.



Figure 9: Additional Parking for Logger Activities

In summary, the following Figure illustrates the estimated total value to the City over the course of the lease:

Marine Professionals Since 1919
BRENNAN

J.F. Brennan Company, Inc.
818 Bainbridge Street
La Crosse, WI 54603
608.784.7173

	Item	Unit	Quantity	Amount
	Annual Lump Sum Payment	$ 5,000.00	20.00	$ 100,000.00
	Estimated Tonnage/Dockage	$ 3,500.00	20.00	$ 70,000.00
Property Improvements	Clearing	$20,000.00	1.00	$ 20,000.00
	Annual Maintencance / Clearing	$ 5,000.00	20.00	$ 100,000.00
	Fence	$15,000.00	1.00	$ 15,000.00
	Benches, Racks, Concrete Pads	$15,000.00	1.00	$ 15,000.00
	Cluster Removal	$10,000.00	1.00	$ 10,000.00
	SP Wall Bumper and Mooring	$10,000.00	1.00	$ 10,000.00
	Grading and Asphalt	$55,000.00	1.00	$ 55,000.00
	Engineering Assistance	$ 2,500.00	1.00	$ 2,500.00
	Crane to set Walkways	$ 4,500.00	1.00	$ 4,500.00
	Site Security Cameras	$ 3,000.00	1.00	$ 3,000.00
		Total		**$ 405,000.00**

Figure 10: Estimated Total Value of Lease

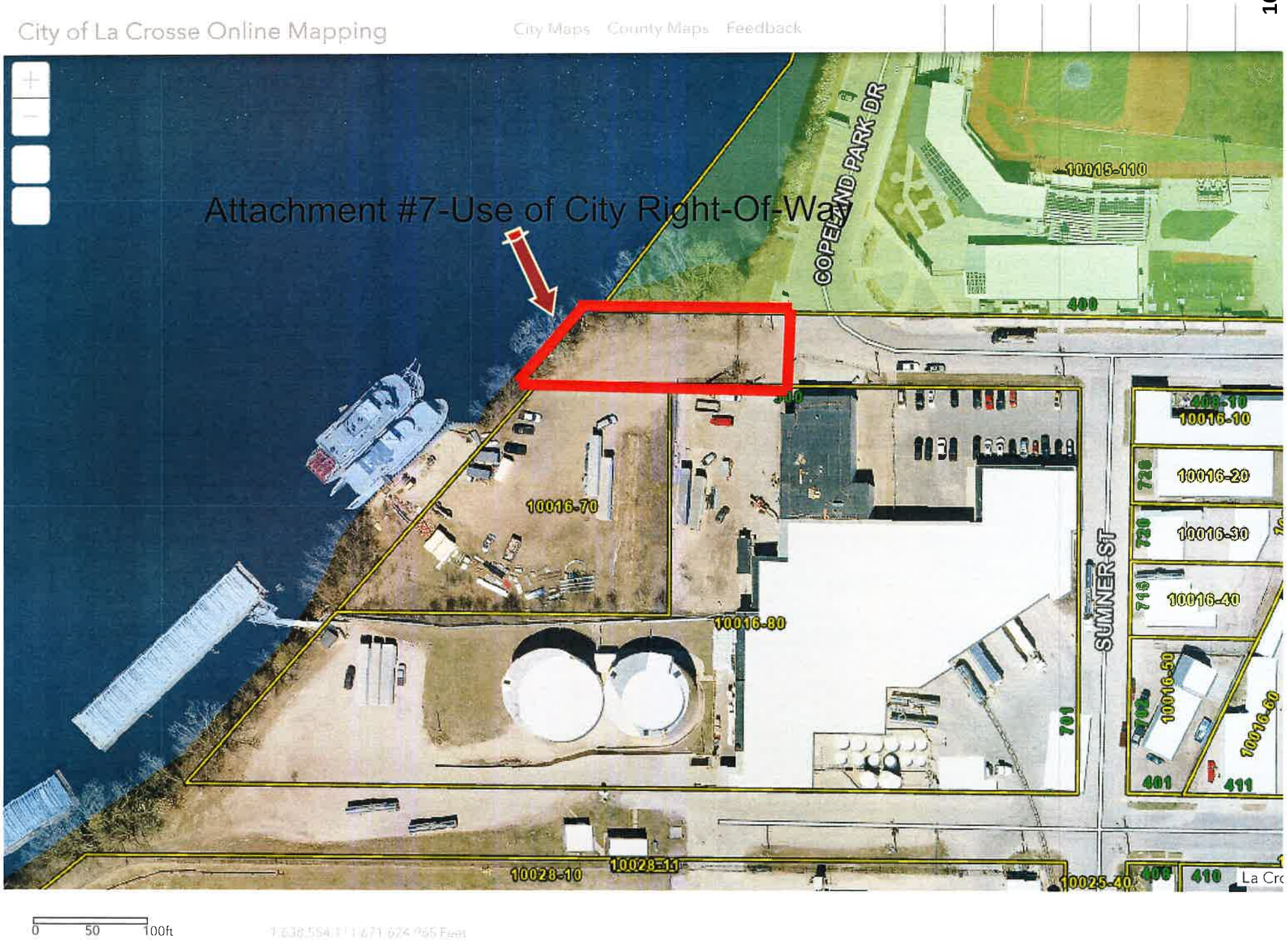
As a 105-year-old family-owned business that not only have 4th and 5th generation owners but have 4th and 5th generation employees who have deeply rooted ties to the La Crosse community, Brennan is uniquely positioned to suitably use the property for which it was originally intended, while allowing the City and other nearby stakeholders the flexibility to use the land as necessary. We see this as a win/win for the taxpayers and Brennan.

As stewards of our harbor, Brennan has made significant investments in the La Crosse area both commercially and philanthropically. With regards to the commercial front, our recent financial assistance has led to the creation of the **Northern Grain Belt Ports** which is a federal entity centered on the I-90 crossings of the Upper Mississippi River and includes the Port of La Crosse, Prairie du Chien, Red Wing, Wabasha, and Winona. The newly created entity's goal is to advance common regional goals of increasing river born tonnage through our ports. As a result of the team's efforts, the Northern Grain Belt Ports were federally listed and ranked in 2022. This opens many avenues for federal dollars to be spent locally and regionally as we're now recognized as a top 50 Principal U.S. port. This recognition will increase the number of jobs in the La Crosse area and bring more federal dollars to this area of Wisconsin.

Please let me know if you have any questions. We understand the RFI considers the lease would begin on August 1st, 2024. Our partnership with the City has existed for several decades and as a member of many charitable and community service organizations, we look forward to continuing to build on the strength of our relationship with the City and the community.

Sincerely,

Mike Binsfeld
Chief Operating Officer
J.F. Brennan Company, Inc.


City of La Crosse Online Mapping
City Maps
County Maps
Feedback
Attachment #7-Use of City Right-Of-Way
COPELAND PARK DR
10015-110
400
10016-70
10016-80
SUMNER ST
10016-10
10016-20
10016-30
10016-40
10016-50
10016-60
701
401
411
10028-10
10028-11
10025-40
410
0
50
100ft

BRENNAN MARINE, INC.
ISLE LA PLUME MUNICIPAL LAND
RIPARIAN RIGHTS AND DOCK LEASE

THIS LEASE made and entered into this 2nd day of January 2025, by and between the City of La Crosse, Wisconsin, a Wisconsin municipal corporation herein after referred to as "City," and Brennan Marine, Inc., a Wisconsin Corporation, hereinafter referred to as "Lessee."

WHEREAS, the Joint Board of Harbor Commissioners hereinafter referred to as "Board" is a duly created Board of Harbor Commissioners by the Common Council of the City of La Crosse, Wisconsin, pursuant to Chapter 30 of the Wisconsin Statues; and

WHEREAS, it is the policy of the Board of Harbor Commissioners to maintain the operation of the Isle La Plume harbor facility in a continuous, peaceful and efficient manner, and

WHEREAS, it is the desire of Lessee to lease such facility in accordance with the policy of the Board of Harbor Commissioners and its rules and regulations.

WHEREAS, Lessee further desires to lease certain land and riparian rights from the City.

NOW, THEREFORE, FOR AND CONSIDERATION of the covenants and to be kept and performed by the parties hereto, and upon the terms and conditions hereinafter provided, it is mutually agreed and understood by the parties hereto as follows:

I. MUNICIPAL DOCK PROVISIONS

1. PREMISES.

City leases to Lessee the following area of the Isle La Plume Municipal Dock, outlined in green on Exhibit "I-A" consisting of a drawing, more fully described as follows, to-wit:

A parcel of land located in the SW /4 of the NE [1] /4 of Section 7, T15N, R7W, City of La Crosse, La Crosse County, Wisconsin. Said parcel is more particularly described as: commencing at the northeast comer of said Section 7; thence 1655.5 feet West to the centerline of Marco Drive; thence 1739.08 feet South along said centerline; thence 810.84 feet West to the point of beginning of this description; thence continuing West, a distance of 70.49 feet; thence S15°2540"E, a distance of 214.22 feet; thence S74°3420'W, a distance of 200 feet; thence N 15 °25'40"W, a distance of 202.7 feet; thence N03 °0920"W, a distance of 186.2 feet; thence East, a distance of 270.47 feet; thence South, a distance of 121.62 feet to the point of beginning, The lease also includes mooring facilities or structures in place on the date of this Lease. This parcel contains 80,390.38 square feet (1.85 acres).

Lessee shall also have access to Marco Drive over a 40-foot access easement as shown on Exhibit "I-A."

2. **PURPOSE.**

The purpose of this agreement is to lease to Lessee the publicly-owned harbor or wharfing facility and related equipment owned by the City of La Crosse, Wisconsin, located on the Mississippi River, adjacent to Isle La Plume as more fully described in paragraph 1, Section I. Lessee may use the leased premises to moor barges and ancillary craft and service the loading and unloading of manufactured goods and bulk commodities such as but not limited to scrap iron, pig iron, coal, coke, sugar, salt, grains, soybeans, and meal, giving due consideration to insuring the continuing use of said facility by La Crosse area based industries or businesses. Lessee shall handle without discrimination, any valid and legitimate cargo authorized herein. Lessee shall not handle or store in and around the leased premises any explosive, volatile, dangerous or noxious cargo without express advance written authorization of the Board. No commodities, equipment or personality may be stored on the leased property, including those which have been unloaded or will be loaded at the facility other than that which is necessary to conduct business.

3. **TERM.**

The term of this Lease shall be for 10 years beginning on the 2nd day of January 2025, and terminating on January 2nd, 2035. Thereafter, the term of this Lease shall extend automatically for two successive five-year extension periods for a total of ten additional years, under these same terms and conditions, unless either party notifies the other of its intention to terminate this Lease at the expiration of the initial term or either extension term by giving not less than one hundred eighty (180) days' advance notice of such termination to the other. Provided, further, this Lease may be cancelled at any time by one hundred eighty (180) days' notice by the City of La Crosse for convenience of the City. Lessee shall be paid the equalized value as determined by the City Assessor for any of its leasehold improvements if said lease is cancelled by reason of City convenience.

4. **RENTAL.**

(a) Lessee agrees to pay the City of La Crosse, Wisconsin, ("City") as rent, the annual sum of $6500.00 for the lease of said wharfing or mooring structure and docking facility premises plus annual increase as listed below. Such annual sum shall be payable to the City Treasurer for the City beginning January 2nd, 2025, and on January 2nd of each year during the term of this lease.

Commencing on the first anniversary date, the rental fee shall be annually increased at the rate of 3.5% as per the attached Dock Lease Payment Schedule for the initial 10-year term.

Lessee agrees to pay the City as rent, the annual sums as listed on the attached Dock Lease Payment Schedule, for each of the two successive five-year extensions periods if such are executed.

(b) In addition to the rental set forth herein above, Lessee shall pay to the City for the use and occupancy of the premises:

(1) A dockage fee of 25¢ per gross ton (2,000 pounds) for each ton that exceeds 10,000 tons either loaded or unloaded across the leased property during any calendar year of this Lease. This dockage fee is to be paid to the City Treasurer of the City by December 31 of each year that the 10,000 tons is exceeded.

(2) Lessee shall furnish to the City's Finance Director, with a copy to the Board Support Staff on or before December 31 of each year, a statement, certified in such manner as the City's Finance Director may prescribe, itemizing the aforesaid dockage charges occurring in any calendar year, and shall make payment of such additional charges at the same time, payable to the City of La Crosse.

(3) Any rental, dockage or wharfing charges payable by Lessee hereunder which are not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date thereof until paid.

5. **INSPECTION BY BOARD.**

In order that the Board may carry out the obligations imposed upon it by law, by this agreement, or otherwise, Lessee agrees that the City or the Board, or their agents and employees, shall have the right at all reasonable times, or at any time in the event of an emergency, to enter upon the premises. Lessee further agrees to permit the Board and the City or their respective agents or employees to inspect the premises at all reasonable times, to ascertain whether or not Lessee's covenants herein are being observed.

6. **REPORTS AND RECORDS.**

Lessee shall keep records of the volume of cargo or commodities loaded and unloaded to or from barges, boats or vessels. Such records shall include the type of cargo, the name or identification numbers of barges, trucks and tonnage of each movement, origin and destination of each, and date of service. A report including the above information for the term of this Lease shall be furnished to the Board on or before December 31 of each year. Lessee further shall make available to the Board's auditor or designated officials, during regular working hours, all records pertaining to the receipt and shipment of all cargo handled at the leased facility.

7. **USE BY OTHERS.**

La Crosse Area based industries or businesses, each hereinafter referred to as "Permittee", shall have the right to use said docking premises after submission of a request for the issuance of a permit by the Board for the shipment of products as set forth in Section 2 above. Such use of the dock facility by others shall not unreasonably interfere with Lessee's use and Lessee shall be provided reasonable advance notice of such use. Use of the facility shall be for no more than two (2) consecutive weeks at one time unless consent is obtained in writing from the Lessee and the Board. Permittee shall obtain a permit (Exhibit "I-B') for each time the facility is utilized, and such permit shall be obtained from the Planning Department, City Hall, La Crosse, Wisconsin. As a condition to the issuance of said Permit, the Permittee shall be required to protect, defend, indemnify and keep and save forever harmless Lessee, Board and City from and against any and all loss, cost, claims, charges, expenses, penalties, damages, suits, demands and actions of any kind and nature whatsoever arising out of any accident or other occurrence causing injury to any person (fatal or otherwise) or damages to property, directly or indirectly due to the use or occupancy of the leased premises during the term of the permit or arising in Permittee's performance of its obligations hereunder, if occasioned, brought about, or caused in whole or in part by any fault or act of commission or omission of Permittee, its agents or employees, or of any other persons who derive their right to be on the leased premises from Permittee, and not caused by any fault or negligence of Lessee, Board, its employees or agents. As a condition to the issuance of said Permit, the

Permittee further agrees to carry adequate insurance coverage in amounts and coverages as set forth in Section III, Paragraph 3. INSURANCE of this Lease to insure payment of any and all such liabilities, and to furnish the City with satisfactory proof thereof. The insurance policy shall name Lessee, City and Board as an additional insured.

Said Permittees, other than Hanke Terminals, Inc., unless Hanke desires to utilize the access road instead of accessing said premises from his adjacent property, may, upon request of the City Engineer, be required to construct an access road at least twelve (12) feet wide improved with crushed asphalt or other material approved by the City Engineer on the 40-foot shown on Exhibit "I-A" from the wharfing facility to Marco Drive if materials are loaded or unloaded across the leased property. The location of the above-described access road shall be approved by the City Engineer. Lessee may also be required to improve said access easement upon reasonable notice if such improvement is required by the City Engineer or Director of Public Works.

If an emergency warrants the immediate issuance of a permit, Permittee shall have the right to use said premises after submission of a request to and authorization from Lessee as well as the issuance of a permit signed by the President or Vice-President and the Secretary of the Board for the shipment of products as set forth in Section 2 above.

Permittee shall pay to the City for the use and occupancy of the premises:

(a) A dockage fee of per gross ton (2,000 pounds) for every ton either loaded or unloaded across the leased property during any calendar year of this Lease. This dockage fee is to be paid to the City Treasurer of the City within thirty (30) days of the last date of each usage of such dockage facility, but in no case shall payment be made later than December 31 of each year.

(b) Permittee shall furnish to the City's Finance Director, with a copy to the Board Support staff of the Board, on or before December 31 of each year, a statement, certified in such manner as the City's Finance Director may prescribe, itemizing the aforesaid dockage charges occurring in any calendar year.

(c) Any rental, dockage or wharfing charges payable by Permittee hereunder which are not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date thereof until paid.

Lessee shall receive credit on a per day/per barge basis each time dockage facility is used by others.

II. RIPARIAN RIGHTS - FLEETING AREA PROVISIONS

1. **PREMISES.**

A. City leases to Lessee the following described Isle La Plume Municipal Fleeting Area, outlined in yellow on Exhibit 1 1-A" consisting of a drawing, more fully described as follows, to-wit:

Riparian Easement over water 140 feet wide and lying Westerly and normal to the following described line located in Government lot 4 of Section 7, T15N, R7W, City of La Crosse, La Crosse County, Wisconsin, with a Southwesterly line described as follows:

Commencing at the Northeast comer of said Section 7; Thence West along the North line of said Section 7 also being the North line of said Government Lot 4, 2,605.66 feet to the West Bulkhead line of Isle La
Plume; Thence along said Bulkhead line S 7°29' W, 478.07 feet; Thence S 2°44' W, 477.5 feet; Thence S 2°31 '20" E, 252.2 feet; Thence S 12°48'20" W, 270.1 feet; Thence S 2°28' W, 151.3 feet; Thence S 3 °0920" E, 186.2 feet; Thence S 15°25'40" E, 202.7 feet to the Point of Beginning; Thence continuing S 15 °25'40" E, 130 feet; Thence S 27°41 '40" E, 445.4 feet; Thence S 33 °2920" E, 238.9 feet; Thence S 38°47' E, 543.5 feet; Thence S 40°29' E, 216.5 feet; Thence S 38°41 '20" E, 253 feet; to the Point of Termination.

The lease also includes mooring facilities or structures in place on the date of this Lease.

B. Lessee shall also have access to the fleeting site by land from Marco Drive. The location of said access shall be determined by the City Engineer.

2. **PURPOSE.**

The purpose of this agreement is to lease to Lessee the fleeting area owned by the City of La Crosse, Wisconsin, located on the Mississippi River, adjacent to Isle La Plume as more fully described in paragraph 1, Section II. Lessee may use the leased premises for the fleeting of barges and towboats and uses incidental thereto and such uses shall, at all times, be in full compliance with all applicable laws, ordinances and governmental regulations. The use and operation of the mooring facilities and fleeting area herein by Lessee shall not block ingress or egress to the Seventh Street Boat Landing/Ramp.

3. **TERM.**.

The term of this Lease shall be for 10 years beginning on the 2nd day of January 2025 and terminating on January 2nd, 2035. Thereafter, the term of this Lease shall extend automatically for two successive five-year extension periods for a total of ten additional years, under these same terms and conditions, unless either party notifies the other of its intention to terminate this Lease at the expiration of the initial term or either extension term by giving not less than one hundred eighty (180) days' advance notice of such termination to the other. Provided, further, this Lease may be cancelled at any time by one hundred eighty (180) days' notice by the City of La Crosse for convenience of the City. Lessee shall be paid the equalized value as

determined by the City Assessor for any of its leasehold improvements if said lease is cancelled by reason of convenience of the City.

4. **RENTAL.**

a Lessee agrees to pay the City of La Crosse, Wisconsin, ("City") as rent, the annual sum of $9500.00 for the lease of said wharfing or mooring structure and docking facility premises plus annual increase as listed below. Such annual sum shall be payable to the City Treasurer for the City beginning January 2nd, 2025, and on January 2nd of each year during the term of this lease.

Commencing on the first anniversary date, the rental fee shall be annually increased at the rate of 3.5% as per the attached Riparian Rights/Fleeting Lease Payment Schedule for the initial 10-year term.

Lessee agrees to pay the City as rent, the annual sums as listed on the attached Riparian Rights/Fleeting Payment Schedule, for each of the two successive five-year extension periods if such are executed.

5. **INSPECTION BY BOARD.**

In order that the Board may carry out the obligations imposed upon it by law, by this agreement, or otherwise, Lessee agrees that the City or the Board, or their agents and employees, shall have the right at all reasonable times, or at any time in the event of an emergency, to enter upon the premises. Lessee further agrees to permit the Board and the City or their respective agents or employees to inspect the premises at all reasonable times, to ascertain whether or not Lessee's covenants herein are being observed.

III. GENERAL PROVISIONS

1. **TAXES.**

Lessee shall pay when due all applicable taxes that may be assessed or levied on leasehold improvements or cargo, which shall be in addition to the above rental charges or fees.

2. **LAWS. RULES AND REGULATIONS.**

Lessee shall acquire, provide and keep in force, during the term of this lease, all necessary permits, governmental certificates, leases and licenses, State and Federal, required in connection with the

leasing of the aforesaid harbor facilities. Costs associated with the acquisition of the permits and licenses shall be at the expense of Lessee. Notwithstanding any other provisions herein to the contrary, Lessee understands and agrees that the Fleeting Area being leased is subject to a certain lease between the City of La Crosse and the U.S. Department of the Army, Corps of Engineers, St. Paul District, for depositing dredged material from the Mississippi River along with mooring facility or a barge transfer facility. Said lease is attached hereto as Exhibit "DI-

A". Lessee further acknowledges and agrees to comply with the order of the State of Wisconsin Division of Hearings and Appeals regarding the application of the City of La Crosse for the permit to construct a municipalunloadin dock and two pile clusters on the Mississippi River, City of La Crosse, La Crosse County, Case No. 3-WC-82791 dated September 15, 1983, which is attached hereto as Exhibit "Ill-B' and made a part hereof.

Lessee shall not at any time during the term hereof use or allow the use of the said premises for any purpose or use in violation of this agreement, or of the laws, regulations and/or ordinances of the United States of America, of the State of Wisconsin, or of the City of La Crosse, or of the Board, whether such laws, regulations and/or ordinances now exist or shall be enacted, or issued during the term of this Lease.

Lessee agrees in the use and operation of the premises not to obstruct or in any way impede unnecessarily navigation in the Mississippi River - Isle La Plume outlet and likewise agrees to comply with all existing applicable lawful rules and regulations of the Board or other lawful authority affecting navigation in said waterway.

Lessee agrees to observe all laws and ordinances applicable to the installation, maintenance and removal of any improvements on the leased premises, or for access thereto, and to take appropriate safeguards to prevent loss, damage or injury to leased premises or to any adjacent facilities. Lessee shall keep the leased premises, including the access road, in a safe and clean condition in accordance with all local ordinances and other laws and governmental regulations affecting the said premises, and shall remove promptly at Lessee's cost any rubbish or waste materials of any character whatsoever which may accumulate thereon. Any oil, sludge, residue, etc., to be disposed of in connection with Lessee's operations shall not be discharged into the Mississippi River. Lessee shall not dispose of trash and/or refuse on the adjacent premises or waterway.

Board shall always be free to make and enforce any reasonable and uniform rules, regulations or ordinances which it deems necessary or appropriate with regard to property under its administration, of which the leased premises forms a part, provided that such rules, regulations or ordinances shall not be arbitrary or discriminatory against Lessee.

Lessee agrees to enforce all of the above-mentioned laws, ordinances, rules and regulations both with reference to employees of Lessee and with reference to all other persons the premises who derive their right to be thereon from Lessee.

3. INSURANCE.

Should Lessee use the dock for loading and unloading, Lessee shall procure and maintain at Lessee's sole cost and expense stevedore's legal liability insurance with limit of liability of not less than $5,000,000 for property damage from any one occurrence.

Should Lessee use the dock or store materials or products, Lessee shall procure and maintain at Lessee's sole cost and expense warehouseman's legal liability insurance covering the Lessee's legal liability for goods, materials and products stored in and at said dock or harbor facility for account of others. Such insurance shall be in the minimum amount of $5,000,000 per occurrence.

Lessee shall procure and maintain, at Lessee's sole cost and expense, wharfinger's liability insurance as will cover the legal liability for loss or damage to vessels, equipment, cargo, freight and other interests on board such vessels or barges which are in Lessee's care, custody

or control, including the safe mooring, and as will cover Lessee's legal liability for damage to property of others caused by said barges or vessels, equipment, cargo or freight which are in Lessee's care, custody or control. Such insurance shall be in the minimum amount of $5,000,000 per occurrence.

The above-required insurance policies may include a deductible clause in an amount not to exceed $5,000 per occurrence. Lessee shall be responsible for any penalty amount deducted from any loss payment due to any coinsurance or deductible clause that is part of the insurance conditions.

Lessee shall procure and maintain, at Lessee's sole cost and expense, comprehensive general liability insurance, with a minimum combined single limit of $2,000,000 plus excess coverage for a total of not less than $5,000,000 for bodily injury and property damage per occurrence. Coverage under such insurance shall also include insurance of any explosion, collapse, and underground property damage hazards. Said insurance shall contain the "broad form contractual endorsement." Where the work includes the use of watercraft the "watercraft exclusion" in the comprehensive general liability insurance policy shall be eliminated or protection and indemnity insurance shall be provided with the same limits as the comprehensive liability insurance. The liability policy shall name as additional insured the City of La Crosse and their officials, Board members, employees and agents.

Lessee shall procure and maintain, at Lessee's sole cost and expense, comprehensive motor vehicle liability insurance, which shall include hired and non-owned vehicles coverage with a minimum combined single limit of $2,000,000 for bodily injury and property damage per occurrence.

Lessee shall procure and maintain, at Lessees sole cost and expense, standard workers' compensation insurance, as will protect Lessee from claims under the Wisconsin Workers' Compensation Act. The limit of liability under the employer's liability section of the workmen's compensation insurance policy shall be notless than the Wisconsin statutory limit. Whenever applicable, protection shall be granted for liability under the Jones Act and under general maritime law.

All the insurance policies required above, as well as any insurance carried by Lessee, or those holding under or through Lessee, for the protection of its or their property on the leased premises or their operations, shall provide that the insurers waive their rights of subrogation against the City of La Crosse and its officials, Board members, employees and agents. Lessee further agrees to waive and agrees to have its insurers waive any rights of subrogation with respect to deductibles under such policies and with respect to damage to equipment including the loss of use thereof, whether insured or not. All such policies shall also provide for thirty (30) days' notice of cancellation and/or material change to be sent to Board at the address designated. All such policies shall be written by non-assessable mutual or stock insurance companies, who are rated 'B" or better in Best's Key Rating Guide and are licensed to do business in the State of Wisconsin. Lessee shall furnish Board certificates evidencing that it has procured the insurance required herein, prior to occupancy of the premises by Lessee. Nothing herein contained shall prevent Lessee or Board from placing and maintaining at Lessee's or Board's own individual cost and expense, additional or other insurance as may be desired.

The City may, at its sole discretion, review the above insurance requirements to provide adequate protection to the City, and may require Lessee to increase limits to include, but not

limited to: bodily liability, property damage, legal liability, wharfinger's liability, deductible clause, comprehensive general liability, and comprehensive motor vehicle liability. The City shall give the Lessee one hundred eighty (180) days' notice for any such required increases in limits.

4. **IMPROVEMENTS. MAINTENANCE AND REPAIR.**

It is hereby understood that the premises and dock facility leased by City to Lessee are accepted and shall be taken by Lessee and by those occupying same by or through Lessee in the condition they are at the time that they are tendered by Board for occupancy and use by Lessee without any obligation on Board to make any changes or improvements therein or to do construction of any kind therein, except as may be otherwise specifically provided in this agreement Lessee shall furnish all necessary improvements and equipment for the usual and routine operation of the dock and mooring facility on a safe basis. Lessee agrees to have a local representative available in the La Crosse area during normal business hours. Lessee agrees to keep leased premises in good repair at Lessee's expense, including the wharfing or mooring structure, pilings and any necessary dredging of the Mississippi River in order to maintain proper water depth for the safe and convenient use of dock and shall maintain the integrity of the river bank and shoreline. Lessee shall provide and maintain suitable dock identification signs readable from the center of the main channel of the Mississippi River and from Marco Drive.

Lessee shall be responsible for the provision of all additional site improvements. Prior approval from the Board shall be obtained before any enclosed permanent structure is placed on the leased premises.

5. **LIENS.**

Lessee shall not allow any laborer's, mechanic's or material man's liens to be placed upon the improvements on the leased premises by any laborer, contractor, or subcontractor, employed by Lessee during the term hereof; and Lessee agrees promptly to discharge or cause to be discharged any such lien or liens attaching to therein for thirty (30) days after written notice thereof from Board, in causing the removal of such lien or liens, including reasonable attorney's fees and expenses. Nothing herein contained, however, shall require Board to discharge such lien or liens except in its own discretion. Liens or security interest of financial institutions for the purpose of financing dock improvements, facilities or equipment shall be given only after written consent of the Board.

6. **ASSIGNMENT AND SUBLETNNG.**

Lessee shall not assign this Lease, in whole or in part, nor sublet the premises or any portion thereof to anyone, without in each case the written consent, in advance, of Board, and shall not permit any transfer by operation of law of all or any of lessee's interest in said premises acquired through or by this Lease. Lessee, in case of a sublease under permission of Board, shall remain for the prompt payment of all rent or other amounts due from Lessee under the terms hereof and for the prompt performance of all covenants on Lessee's part herein agreed to be performed, unless Board shall specifically agree, in writing, to relieve and discharge Lessee from such liability.

7. **DEFAULT.**

In the event any one or more of the following events (hereinafter sometimes referred to as events of default) should occur, namely:

(a) if Lessee shall fail duly and punctually to pay the rental or to make any other payment required hereunder when due to Board, and if such failure shall continue for a period of thirty (30) days after written notice thereof has been given to Lessee by Board or its designee.

(b) if Lessee shall be adjudged bankrupt or insolvent by any court of competent jurisdiction, if by a voluntary petition in bankruptcy or petition for reorganization or arrangement shall be filed by Lessee, or if a receiver of the property of Lessee shall be appointed.

(c) if the interest of the Lessee under this agreement be transferred to pass to or devolve upon any other person, firm or corporation, by operation of law or otherwise, without the consent of Board, except to a parent, subsidiary or successor company.

(d) if Lessee becomes a corporation or other entity in dissolution or liquidation, whether voluntary or as the result of any act or omission, or by operation of law or the order or decree of any court having jurisdiction or for any other reason whatsoever, and the exceptions of sub. (c) above have not become operative.

(e) it by or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any court or governmental Board, agency or office, a receiver, trustee, or liquidator, shall take possession or control of all or substantially all of the property of Lessee.

(f) if Lessee shall voluntarily abandon, desert or vacate the premises or discontinue its operations at the premises.

(g) if Lessee breaches or defaults in respect of any of the other covenants, conditions or agreements herein contained and on its part to be performed and fails for a period of thirty (30) days after receipt of written notice thereof to remedy such default, or, if remedying such default would reasonably require longer than 30 days, to commence to remedy and to thereafter proceed with all reasonable diligence to the remedying of such default; then, upon the occurrence of such event of default, the rent, at the rate then in effect, for the remaining term of this Lease shall at once become due and eligible, without putting Lessee in default, and Board or City shall have the option: (1) to demand the rent for the whole term, (2) to proceed for past due installments only, Board or City reserving the right to proceed later for the remaining installments, or (3) to cancel this Lease immediately, all without putting Lessee in default. In addition to exercising the rights or remedies hereinabove provided in this paragraph, upon the occurrence or event of default sub. (f), above (i.e., abandonment or discontinuance of operations), whether alone or in conjunction with other events of

default, Board or City may take possession of the premises immediately and for the remaining term hereof, for the purpose of continuing the operation of the public harbor facilities, either directly with Board's or City's employees or through a third-party operator or Lessee, and Lessee shall nevertheless continue to be obligated to pay the base or minimum rent until this Lease expires or otherwise terminates, and the net proceeds derived by Board or City from such operation shall be applied against Lessee's rent obligation. (the term "net proceeds" as used in the preceding sentence shall mean the sum realized by Board or City from the operation of the facilities, less all direct and indirect expenses of Board or City than the expense of Board's or City's maintenance obligations under this agreement.) In all cases, Lessee shall remain responsible for all damages or losses suffered by Board or City as a consequence of Lessee 's breach in the performance obligations hereunder. Failure strictly and promptly to these conditions shall not as a waiver of Board's or City's rights.

8. TERMINATION OF LEASE.

Upon termination of this Lease by cancellation or expiration, or for any other reason whatsoever, Lessee shall immediately yield up possession of the premises to Board or City in good condition; provided, that the Lease shall nevertheless continue in effect until ships and barges in berth at the public harbor facility have completed loading or unloading, Board reserving the right to verify Lessee's inventory and accounting. Rent or other charges due or already paid shall be adjusted pro rata between Board, City and Lessee as of the actual cut-off time.

In the case of failure or refusal of Lessee to yield up the premises as aforesaid, Lessee shall pay as liquidated damages for the whole time such possession is withheld, double the proportionate amount of the base or minimum rent herein specified. This provision shall not constitute a waiver by Board or City of any remedies now or hereafter given to Board or City by the laws of Wisconsin.

Upon such termination, unless Lessee is in default hereunder, Lessee shall have a reasonable time after such termination within which it may remove from the leased premise property belonging to Lessee and property belonging to third persons but for which Lessee is responsible.

Upon such termination, Lessee may be required by Board to remove all facilities, building and structures placed by Lessee on the leased premises, title to which has not vested in Board pursuant to the provisions of this Lease (rather than by operation of law). All such improvements which are permanently attached to the premises may be retained by Board, at Board's option, and if so, retained shall automatically become the property of Board. Board agrees to advise Lessee in writing no later than five (5) days after such termination, which improvements are to be retained and which must be removed. When removing such improvements, Lessee shall restore the affected portion of the premises to its previous condition.

In any event, Lessee shall remove all trash, stocks of materials, supplies, tools, etc., belonging to Lessee or Lessee's agents.

If the facilities, buildings and structures which are required by Board to be removed from the leased premises and all trash, stocks of materials, supplies, tools, etc., placed on the leased

premises by Lessee or Lessee's agents, shall have not been removed by Lessee prior to the date of termination of this Lease, it will be optional with Board either to collect double the proportionate amount of the base or minimum rent as liquidated damages until the said facilities, and trash, stocks of materials, supplies, tools, etc., have been removed by Lessee; or to remove the same at Lessee's cost, risk and expense, the double rental to continue until ultimate removal thereof; or to retain the same, or any part thereof, without payment or reimbursement to Lessee, unless other arrangements have been made in writing between Board and Lessee with regard to the removal thereof.

9. **INDEMNITY.**

Lessee shall protect, defend, Indemnify and keep and save forever harmless Board, City and Wisconsin Department of Transportation from and against any and all loss, cost, claims, charges, expenses, penalties, damages, fines, suits, demands and actions of any kind and nature whatsoever by reason of any and all of Lessee's operations and the operations of those holding under or through Lessee on the leased premises, or such as may be imposed for the violation of any law of the United States, or of the State of Wisconsin, or of any ordinance of the City of La Crosse or of Board, or of any regulations of any governmental agency (Federal, State or local), including any and all liability under employers' liability or workmen's compensation acts (Federal or State) if occasioned by any fault or act of commission or omission of Lessee, its employees or agents, or of any other persons who derive their right to be on the leased premises from Lessee, and not occasioned by any fault or negligence of Board, its employees or agents.

Lessee shall further protect, defend, indemnify and keep and save forever Board and City from and against any and all loss, cost, claims, charges, expenses, penalties, damages, fines, suits, demands and actions of any kind and nature whatsoever arising out of any accident or other occurrence causing injury to any person (fatal or otherwise) or damages to property, directly or indirectly due to the use or occupancy of the leased premises during the term off is Lease or arising in Lessees performance of its obligations hereunder, if occasioned, brought about, or caused in whole or in part by any fault or act of commission or omission of Lessee, its agents or employees, or of any other persons who derive their right to be on the leased premises from Lessee, and not caused by any fault or negligence of Board, its employees or agents.

Lessee, from the time of its occupancy of the premise, shall assume sole responsibility for the condition of the premises, and Board shall not be liable for injury or damage, whether to person or property, caused by any vice or defect therein, either to Lessee or to anyone in or on the premises who derives his right to be thereon from Lessee, unless it be shown that Board knew of such vice or defect, or should within reason have known thereof, or had received notice of such vice or defect and failed to remedy same within a reasonable time thereafter, provided that, under the terms of this agreement, Board would have been under the duty of remedying such vice or defect.

10. **NOTICE.**

Wherever in these provisions of this agreement notice is required to be given by either party hereto, it shall not be construed to mean personal service, but it shall mean notice in writing addressed to the party to receive such notice, sent by registered or certified United States mail, as follows:

If for Board: City of La Crosse Joint Board of Harbor Commissioners

Parks, Recreation, and Forestry
400 La Crosse Street
La Crosse, WI 54601

If for City: City of La Crosse
City Clerk, City Hall
400 La Crosse Street
La Crosse, WI 54601

If for Lessee: Mr. Adam Binsfeld,
President
Brennan Maine, Inc.
818 Bainbridge Street
P.O. Box 2557
La Crosse, WI 54602-
2557

or as may be designated by the respective parties from time to time by notice given pursuant to this paragraph.

11. **SUCCESSORS AND ASSIGNS.**

This agreement shall inure to the benefit of and shall be binding on the successors and assigns of Board, and, except as otherwise provided in this agreement, on the successors and assigns of Lessee.

12. **CHOICE OF LAW.**

This agreement shall be interpreted in accordance with the statutes and laws of the United States of America and of the State of Wisconsin. If applicable, Lessee shall comply with Wisconsin Statutes Section 30.38(8).

13. **DISCRIMINATION.**

Lessee agrees that no otherwise handicapped individual in the United States as defined in Section 706(7) of Title 29 USC, or as specifically provided for in Subchapter Il of Chapter I I I , Wisconsin Statutes, shall, solely by reason of his/her handicap, be excluded from employment or be subjected to discrimination under any activity by Lessee. Lessee further agrees to comply with the following laws, policies, and regulations and pertinent directions:

(a) Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 US 2000d et. seq.

(b) Subchapter Il of Chapter 1 1 1, Wisconsin Statutes.

14. **SEVERABILITY.**

If any term, covenant, condition or revision (or part thereof) of this Lease or the application thereof to any party or circumstance, shall at any time or to my extent be held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision (or remainder thereof) to the parties or circumstances other than those to which it is held to be

invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this agreement shall be valid and be in force to the fullest extent provided by law.

15. **AMENDMENT.**

No term or provision of this agreement or any other attachments may be changed, waived, discharged or terminated orally, only by an amendment in writing by both parties to this agreement.

16. **CONFLICT OF INTEREST.**

No director, officer employee of the City of La Crosse or Board during their tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Lease or in the proceeds thereof, except as permitted under Section 946.13 (2), Wisconsin Statutes, and City of La Crosse Municipal Code, Section 2.48.

17. **ATTACHMENTS.**

Attachments to this agreement are incorporated into this agreement by reference.

18. **ENTIRE AGREEMEINT AND PREVIOUS LEASES.**

This agreement and the attachments hereto contain the entire agreement of the parties and supersede all prior agreements or oral understandings between the parties. The existing leases dated June 8, 2000, are hereby terminated by this lease to the extent that the same are inconsistent herewith.

BRENNAN MARINE, INC.,
ISLE LA PLUME MUNICIPAL LAND RIPARIAN RIGHTS AND DOCK LEASE

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and attested by their duly authorized officers.

BRENNAN MARINE, INC.

Adam Binsfeld, President

~~Tina Klinger~~, Secretary
DANIEL GENTGES

Personally, came before me this 23 day of May, 2025, the above-named Brennan Marine, Inc, by its President, Adam Binsfeld, and its Secretary, ~~Tina Klinger~~ DANIEL GENTGES, known to me to be the persons who executed the foregoing instrument and acknowledged the same.

KAYLA SUNDAY NOTARY PUBLIC STATE OF WISCONSIN

Sign: Kayla Sunday

Print: Kayla Sunday

Notary Public, State of Wisconsin
My Commission Expires 3/13/2028

CITY OF LA CROSSE, WISCONSIN

Mitch Reynolds, Mayor

Nikki Elsen, City Clerk

Personally, came before me this ____ day of _____, 202__, the above-named City of La Crosse, Wisconsin, by its Mayor, Mitch Reynolds, and its City Clerk, Nikki Elsen, known to me to be the persons who executed the foregoing instrument and acknowledged the same.

Sign: _____

Print: _____

Notary Public, State of Wisconsin
My commission Expires: _____

Brennan Marine, Inc Isle La Plume Dock Lease Payment Schedule

Initial 10-year Lease

Year	Rent	Annual 3.5% Increase
2025	$ 6,500.00	
2026	$ 6,727.50	$ 227.50
2027	$ 6,962.96	$ 235.46
2028	$ 7,206.67	$ 243.70
2029	$ 7,458.90	$ 252.23
2030	$ 7,719.96	$ 261.06
2031	$ 7,990.16	$ 270.20
2032	$ 8,269.82	$ 279.66
2033	$ 8,559.26	$ 289.44
2034	$ 8,858.83	$ 299.57

Income $ 76,254.06

1st 5-year Lease Extension

Year	Rent	Annual 3.5% Increase
2035	$ 12,000.00	
2036	$ 12,420.00	$ 420.00
2037	$ 12,854.70	$ 434.70
2038	$ 13,304.61	$ 449.91
2039	$ 13,770.28	$ 465.66

Income $ 64,349.59

2nd 5-year Lease Extension

Year	Rent	Annual 3.5% Increase
2040	$ 15,000.00	
2041	$ 15,525.00	$ 525.00
2042	$ 16,068.38	$ 543.38
2043	$ 16,630.77	$ 562.39
2044	$ 17,212.85	$ 582.08

Income $ 80,436.99

Brennan Marine, Inc Isle La Plume Riparian Rights/Fleeting Lease Payment Schedule

Initial 10-year Lease

Year	Rent	Annual 3.5% Increase
2025	$ 9,500.00	
2026	$ 9,832.50	$ 332.50
2027	$ 10,176.64	$ 344.14
2028	$ 10,532.82	$ 356.18
2029	$ 10,901.47	$ 368.65
2030	$ 11,283.02	$ 381.55
2031	$ 11,677.93	$ 394.91
2032	$ 12,086.65	$ 408.73
2033	$ 12,509.69	$ 423.03
2034	$ 12,947.52	$ 437.84

Income $ 111,448.24

1st 5-year Lease Extension

Year	Rent	Annual 3.5% Increase
2035	$ 15,000.00	
2036	$ 15,525.00	$ 525.00
2037	$ 16,068.38	$ 543.38
2038	$ 16,630.77	$ 562.39
2039	$ 17,212.85	$ 582.08

Income $ 80,436.99

2nd 5-year Lease Extension

Year	Rent	Annual 3.5% Increase
2040	$ 18,000.00	
2041	$ 18,630.00	$ 630.00
2042	$ 19,282.05	$ 652.05
2043	$ 19,956.92	$ 674.87
2044	$ 20,655.41	$ 698.49

Income $ 96,524.39

Agenda Item 25-0972 (Tim Acklin)

Resolution approving a twenty-year lease extension with J.F. Brennan Company Inc., for the property located at 300 St Cloud St. and a portion of the property located at 2002 Marco Dr.

General Location

Council District 2, located on the Black River at the western end of St Cloud Street as depicted on attached MAP 25-0972a.

2002 Marco Dr.
Council District 9, located on the Mississippi River side of Isle La Plume just west of the refuse drop-off area as depicted on attached MAP 25-0972b.

Background Information

The subject Resolution approves leases with J.F Brennan Company Inc to use, and make improvements to, two City-owned wharfing, harbor, and barge staging facilities. Approval of these leases allows Brennan to be eligible to apply for grant funding to make improvements to these facilities.

Brennan currently has a lease with the City for the facility at 2002 Marco Drive off on Isle la Plume that will expire in a few years. Brennan is requesting that this lease be terminated and then renewed for 20 years so as to be eligible to apply for specific grants. Brennan was selected by the Parks Department and the Board of Park Commissioners in response to a Request for Proposals to use and operate the facility at 300 St Cloud Street which includes Land Riparian Rights and use of the dock.

Recommendation of Other Boards and Commissions

These leases were approved by the Board of Park Commissioner's at their July 17, 2025 Meeting.

Consistency with Adopted Comprehensive Plan

Promoting River-based transportation as a driver for economic development, tourism and recreation is a primary strategy in the Economic Development and Transportation Element of the Comprehensive Plan.

Staff Recommendation

This item is recommended for approval.

Routing F&P 9.4.25



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 70 140 280 Feet

City of La Crosse Planning Department - 2025

PC 25-0972a 187



BASIC ZONING DISTRICTS

- R1 - SINGLE FAMILY
- R2 - RESIDENCE
- WR - WASHBURN RES
- R3 - SPECIAL RESIDENCE
- R4 - LOW DENSITY MULTI
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- PL - PARKING LOT
- UT - PUBLIC UTILITY
- CON - CONSERVANCY
- FW - FLOODWAY
- A1 - AGRICULTURAL
- EA - EXCLUSIVE AG
- City Limits
- SUBJECT PROPERTY

N W E S

0 130 260 520 Feet

City of La Crosse Planning Department - 2025

PC 25-0972b 188

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0984

Agenda Date: 9/4/2025 **Version:** 1 **Status:** New Business

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

Resolution approving Green Island Tennis Complex Use Agreement between the City of La Crosse and Coulee Region Tennis Association.

RESOLUTION

BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the Green Island Tennis Complex Use Agreement with Coulee Region Tennis Association.

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

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

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: 25-0984

Caption: Resolution approving Green Island Tennis Complex Use Agreement between the City of La Crosse and th

Staff/Department Responsible for Legislation

Jared Flick / Parks and Recreation

Requestor of Legislation

Jay Odegaard

Location, if applicable

Green Island Park

Summary/Purpose

To memorialize an understanding into a formal agreement between the City of La Crosse and the Coulee Region Tennis Association for the use of the Green Island Tennis Courts. This agreement will mirror the agreements that are currently in place with Aquinas Catholic Schools and UWL.

Background

The Coulee Region Tennis Association was instrumental in private fundraising efforts to get the Green Island Tennis Courts built and completed in 2020.

Fiscal Impact

none

Staff Recommendation

Adopt

FACILITY USE AGREEMENT

(Green Island Tennis Courts)

This Facility Use Agreement (the "Agreement") is entered into by and between the **City of La Crosse**, a Wisconsin municipal corporation, (herein **"City"**) and the **Coulee Region Tennis Association, Ltd.**, (herein **"Association"**), a community Wisconsin non-stock and IRC 501 (c) 3 non-profit corporation.

Whereas, the City and the Board of Regents of the University of Wisconsin System, a body corporate under Wis. Stat. § 36.07 and doing business as the University of Wisconsin- La Crosse (herein **"University")** entered into a Joint Facility Use Agreement in 2013 allowing, among other things, City access to the University's tennis courts; **Whereas**, the University has discontinued use of those tennis courts in 2019;

Whereas, the Association, the University, and Aquinas Catholic Schools, Inc, a Wisconsin non-stock and IRC 501(c)(3) tax exempt corporation (herein "Aquinas") (collectively herein "Parties") ventured with the City to construct and maintain a tennis facility and allow them the use of the facility; and

Whereas, the construction and maintenance of a tennis facility was a significant endeavor for the City and would not have been possible without the continued support of the University, Aquinas, and the Association.

Now, therefore, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. **Term.** The term of this Agreement commenced August 1, 2020 and will end on July 31, 2040, unless terminated or extended as provided herein.

A. The Association shall have the option to extend the term of this Agreement for two (2) - five (5) year renewal terms. The Association may exercise each renewal option by written notice to City not more than three hundred sixty-five (365) days or less than ninety (90) days prior to the expiration of the then term. Collectively in this Agreement, the initial term and renewal term are described as the "term."

B. The Association may terminate this Agreement at any time upon one hundred twenty (120days) advanced written notice to City. Termination of this Agreement by the Association shall not relieve the Association of the payment of any financial obligation pursuant to this Agreement accruing prior to the effective date of termination.

2. Facility. The City designed and constructed thirteen (13) outdoor tennis courts at La Crosse WI Green Island Park (herein "Facility"), subject to annual appropriation of the City's Common Council. The location and design of the Facility was determined by the City of La Crosse, WI.

3. Contribution of Construction Funds. The Association provided funds to offset the City's costs to design and construct the Facility, specifically two hundred fifty thousand dollars ($250,000) through community fundraising and United States Tennis Association (USTA) facilities grant. Other Parties also contributed $250,000 each.

4. Shared Use of Facility. The City, University, Aquinas, and the Association shall share priority scheduling of the Facility through 2040, more specifically,

A. Association Use. The Association shall have priority scheduling of the Facility commencing on June 1 and ending August 15 each year for community recreational adult tennis league (LTTA), USTA adult tennis leagues, USTA Junior Team Tennis Program, adult/youth tennis tournaments, youth summer tennis camps, and future programming needs. The Association shall have the right to place/build, maintain, repair, replace and use a tennis equipment storage shed at the Facility near the courts with their own insurance covering vandalism and storm damage. The Association shall have access to water and bathroom facilities located at the Facility. The Association shall have access to water, restrooms, locker room, and other indoor meeting rooms as needed at nearby Green Island Ice Arena to extent is not already occupied by third parties and is available for use. The Association members shall have accessible parking located at or near the facility.

B. University Use. University use of the facility tennis courts for the spring and fall tennis seasons shall commence of the first day of practice specified by the National Collegiate Athletic Association (herein "NCAA") and conclude at 7pm on the day prior to the first day of the NCAA Division III National Tournament on Courts 8-13 with hours 9am to 7pm. On match days, University has priority use of the Facility tennis courts 8am to 7pm any day all courts.

C. Aquinas Use. Aquinas use of the Facility tennis courts for the spring and fall tennis seasons shall commence of the first days specified by the Wisconsin Interscholastic Athletic Association (herein "WIAA") at 3:30pm and end the first day prior to the State Team Tennis Tournament at 7pm plus Saturday practices 8am to 1pm on Courts 1-7. In addition, Aquinas will have priority scheduling one (1) hour prior to invitationals, WIAA subsection/section tournaments to conclusion, including the rescheduling due to weather or other circumstances.

D. Scheduling Meeting. Annually, the Parties shall participate in a scheduling meeting to be held in January of the year prior to the scheduled events if any conflicts. The Parties shall schedule their events and use of the Facility, determine rain dates, identify potential scheduling conflicts, negotiate in good faith and make every effort to resolve such conflicts with minimal disruption to any other Party. Requested practice dates by any Party shall not take priority over competition dates. Any scheduling conflicts that remain unresolved between the Parties shall be decided by the Board of Park Commissioners. The City's Parks & Recreation Department shall schedule and conduct the annual scheduling meeting as needed.

E. Public Use. For days or times that are not scheduled during the annual scheduling meeting, the City may schedule events or allow other general public use of the Facility.

5. Maintenance.

A. City shall operate and provide ordinary and regular maintenance of the Facility subject to annual appropriation of the City's Common Council. The City shall not be responsible for any uncommon or extraordinary maintenance, supply, equipment, personnel, utilities, clean-up costs or any other expense associated with the use of the Facility by the University, Aquinas, or Association. Specific work to set up or dismantle preparations for events at the Facility shall be the responsibility of the user. The Parties further acknowledge, understand and agree that the Facility will deteriorate over time and that the contributions made pursuant to Section 3 are only in consideration for the City to design and construct the Facility on City land.

B. During the terms of this Agreement in years 1-9, the Association shall pay an annual user fee of four thousand dollars ($4,000.00) to La Crosse City Treasurer through the Parks Dept. The Association paid this user fee in years 2020 through 2024. In years 10-20 of the term of this Agreement, as applicable, the Association shall pay an annual user fee of five thousand dollars ($5,000.00). The user fee will be paid by August 1 of each year. The user fees paid by the Association, the University, and Aquinas shall be placed in a facility specific fund with the City. Said user fees shall be utilized the resurfacing of the court playing surface, tennis net replacement, net post repair, and replacement and fencing repair, as applicable.

6. Appropriate Use. The Association shall be responsible for ensuring that its use complies with this Agreement along with any applicable laws, rules, regulations, policies and procedures. The sale of alcoholic beverages in or about the Facility is prohibited. Additionally, the Parties shall not sell or cause to be sold programs and/or other novelties in or about the Facility, except on written terms and conditions as established by the City's Board of Park Commissioners. Each Party shall not permit any use whatsover of the fire, flames, sparks, or the like without the prior express written consent of (i) the Chief of the City's Fire Department and (ii) the City's Board of Park Commissioners. The University, Aquinas, and the Association shall provide appropriate crowd control and oversight for participants when using the Facility and shall ensure that spectators and participants comply with all applicable laws, rules, regulations, policies and procedures during their use of the Facility. When using the Facility, the University, Aquinas, and the Association shall not charge any admission fee for spectators. Each Facility user shall be responsible for any damage caused by its use arising from this Agreement.

7. Violation and Removal from Facility. If any any time the use of the Facility by the University, Aquinas, or the Association violates an applicable ordinance or law of the City, State or other authority, they shall either cease and desist from continuing such use or surrender the Facility forthwith upon demand of the City. The terms and conditions of this Agreement do not require the City to relinquish its control of the to any other Party. The City retains the right to require any other Party, or any of Party's participants, guests or subcontractors, to leave the Facility and City premises if the City in its sole discretion determines that circumstances require it.

8. Liability. Each Party shall be solely responsible for its actions, omissions, claims or losses of any type arising from its use of the Facility. Nothing in this Agreement is intended or shall be construed to be a waiver or estoppel of any Party or Party's insurer (or otherwise affect or alter their ability) to rely upon the limitations, defenses and immunities contained within Wisc Stat. 345.05 and 893.80 or other applicable law.

9. No Sublease or Assignment. The Association shall not sublease the use of the Facility or otherwise assign or transfer any rights or obligations under this Agreement without the express written consent of the City, which consent shall not be unreasonably withheld.

10. Opportunity to Cure. In the event of any controversy or claim arising out of or relating to this Agreement, or a breach thereof, the parties hereto shall first attempt to settle the dispute informally, including allowing the opportunity to cure for fifteen (15) days. The opportunity to cure does not apply to a City determination under Section 7 of this agreement.

11. Notice. Any notices or communication required or permitted hereunder shall be sufficiently given if delivered in person, or by registered or certified mail, postage prepaid, or by recognized overnight delivery service, to the address of the applicable Party as set forth below, and such notice shall be deemed to have been given when so delivered or mailed. By such notice, any Party may change its address for future notices.

To the City:	Attn: City Clerk City Hall 400 La Crosse St. La Crosse, WI 54601
With a copy to:	Attn: Director of Parks and Recreation City Hall 400 La Crosse St. La Crosse, WI 54601
To the University:	UWL, Carly Sprouse 130 Mitchell Hall, La Crosse WI 54601
To the Association:	Coulee Region Tennis Association, c/o Treasurer Sally Ruud W5599 Southdale Dr, La Crosse WI 54601
To Aquinas:	Pam Donarski 315 11 St S, La Crosse WI 54601

12. Miscellaneous. This Agreement represents the complete and entire understanding between the Parties, and contains all the terms and conditions agreed upon by the Parties hereto. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or be binding upon any of the Parties hereto. This Agreement shall not be modified, changed or altered in any respect except in a writing signed by all Parties. If any term, condition, covenant, provisions, or part thereof of this Agreement is declared invalid, void, or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. The Parties acknowledge and agree that each Party has reviewed and negotiated the terms and provisions of this Agreement and has had the opportunity to contribute to its revision. Accordingly, the rule of construction that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement. Rather, the terms of this Agreement shall be construed fairly as to all parties and not in favor or against a particular party. No Party shall assign its rights or obligations pursuant to this Agreement without the express written consent of the City. This Agreement shall be binding upon the Parties hereto and their successors and permitted assigns. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one agreement. All rights no expressly granted to the University, Association or Aquinas are reserved by the City.

13. **Force Majeure.** Neither party shall be liable for loss, damage or delay in performance resulting from any cause beyond its reasonable control, including, without limitation, severe weather, fire, earthquake or other natural disaster, labor strike, embargo, war, epidemic or pandemic, act of terrorism, or any law order, proclamation, ordinance, demand or requirement of any government agency. If a party determines that its performance will be impacted by a force majeure event, that party shall provide prompt written notice to the other parties. Such notice shall advise the other parties of the nature and anticipated duration of the event. Notwithstanding the foregoing, each party shall use commercially reasonable efforts to promptly perform its obligations under this Agreement. Such force majeure event shall extend the time of performance for a period equal to the period of delay; provided, however, that if the period of delay actually exceeds or is reasonably anticipated to exceed six months, then any party may terminate this Agreement with no further liability to the other party by providing written notice of termination.

14. **Authority.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the Party for whom they are signing.

# # #

In Witness whereof, the Parties have executed this Agreement as of the date first set forth above.

COULEE RGION TENNIS ASSOCIATION, LTD

By: Sally A. Ruud

Date: Rev 7-31-25

Print Name/Title: Sally A. Ruud, Treasurer

CITY OF LA CROSSE

By: _____

Date: _____

Print Name/Title: _____

State of WI **County of** La Crosse

This instrument was acknowledged before me 31st **day of** July, **20** 25

My commission expires 11-27-2028

Signature _____

TAMI WAMSLEY
NOTARY PUBLIC
STATE OF WISCONSIN

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0990

Agenda Date: 9/4/2025 **Version:** 1 **Status:** New Business

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

25-0990

Resolution appropriating Utility funds for utility design as part of the WisDOT reconstruction project 7575-09-01, STH 16 (La Crosse St) from 7th St to 12th Street.

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 Studies project; and

WHEREAS, there will be a forthcoming State/Municipal Financial Agreement prior to construction in 2028 to formalize terms of the multijurisdictional project; and

WHEREAS, the utilities (water and sanitary) are deemed non-participating and not included in the design performed by the State, and the Utilities need to hire a consultant to perform and submit this work following the WisDOT design process on the City's behalf.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes use of funding for necessary utility design as part of WisDOT project 7575-09-01.

BE IT FURTHER RESOLVED that the Common Council authorizes use of funding *from*:

2025 Water Utility Unbudgeted Cash	$40,000
2025 Sanitary Sewer Utility Unbudgeted Cash	$35,000

BE IT FURTHER RESOLVED that City departments and 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 25-0990

Caption Resolution appropriating Utility funds for utility design as part of the WisDOT reconstruction project 7575-09-01, STH 16 (La Crosse St) from 7th St to 12th Street.

Staff/Department Responsible for Legislation

Engineering & Public Works

Requestor of Legislation

Engineering

Location, if applicable

STH 16 (La Crosse St) from 7th St to 12th Street

Summary/Purpose

The utilities (water and sanitary) are deemed non-participating and not included in the design performed by the State, and the Utilities need to hire a consultant to perform and submit this work following the WisDOT design process on the City's behalf.

Background

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 Studies project. There will be a forthcoming State/Municipal Financial Agreement prior to construction in 2028 to formalize terms of the multijurisdictional project.

Fiscal Impact

$40,000 from Water Utility Fund and $35,000 from Sanitary Sewer Utility

Staff Recommendation

Approval

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0991

Agenda Date: 9/4/2025 **Version:** 1 **Status:** New Business

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

Resolution appropriating additional TID and Utility funds for professional services as part of the Causeway Boulevard reconstruction project, construction administration and inspection.

RESOLUTION

WHEREAS, the City of La Crosse previously awarded a contract for reconstruction of Causeway Boulevard, from the western terminus to Copeland Avenue, with Res. 23-1386; and

WHEREAS, the City of La Crosse entered into a professional services agreement with SEH as part of the CIP project (#173) for construction administration and inspection, to more efficiently coordinate the work with the adjacent River Point District (RPD) development; and

WHEREAS, the phasing of the RPD development (Phase II) required Causeway Boulevard construction to occur in multiple years to ensure access to local businesses and properties, resulting in a longer contract time and more complex staging, and additional funds are required for the professional services to deliver this project.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes use of additional funding for necessary professional services as part of CIP #173 (Causeway Boulevard).

BE IT FURTHER RESOLVED that the Common Council authorizes use of funding *from*:

TID 18 #173 (construction contingency)	$65,000
2025 Sanitary Sewer Utility Unbudgeted Cash	$75,000
2025 Water Utility Unbudgeted Cash	$15,000

And allocating those funds *to*:

CIP #173, Agreement for Professional Services	$155,000

BE IT FURTHER RESOLVED that City departments and 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: 25-0991

Caption: Resolution appropriating additional TID and Utility funds for professional services as part of the Causeway Boulevard reconstruction project, construction administration and inspection.

Staff/Department Responsible for Legislation

Engineering & Public Works

Requestor of Legislation

Engineering

Location, if applicable

Causeway Blvd from Western terminus to Copeland Ave

Summary/Purpose

The phasing of the RPD development (Phase II) required Causeway Boulevard construction to occur in multiple years to ensure access to local businesses and properties, resulting in a longer contract time and more complex staging, and additional funds are required for the professional services to deliver this project.

Background

The City of La Crosse entered into a professional services agreement with SEH as part of the CIP project (#173) for construction administration and inspection, to more efficiently coordinate the work with the adjacent River Point District (RPD) development.

Fiscal Impact

$65,000 from TID 18, $75,000 from Sanitary Sewer Utility, and $15,000 from Water Utility

Staff Recommendation

Approval

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0995

Agenda Date: 9/4/2025 **Version:** 1 **Status:** New Business

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

Agenda Number:

Resolution moving $50,000.00 from CIP# 561-City Hall Plumbing Repairs/Bathroom Remodel to CIP# 563 – City Hall Windows, Air Seal Replacements

RESOLUTION

WHEREAS, funds remain in CIP# 561-City Hall Plumbing Repairs/Bathroom, and

WHEREAS, the Common Council has approved this project that has been previously funded from new borrowing, and

WHEREAS, the City Parks Department has identified a need to update project funding and move CIP – 2029 – 563 – City Hall Windows, Air Seal Replacements, into the 2025 CIP Budget, and

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

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:

CIP-2023-561City Hall Plumbing Repairs/Bathroom Remodel	Reduce funds by $50,000
CIP – 2029-563- City Hall Windows, Air Seal Replacements	Fund for 2025 for $50,000

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
(608) 789-CITY
www.cityoflacrosse.org

LEGISLATION STAFF REPORT FOR COUNCIL

File ID: 25-0995

Caption: Resolution moving funds from CIP#561 City Hall Plumbing Repairs/Bathroom to CIP#563 City Hall Windows, Air Seal Replacements

Staff/Department Responsible for Legislation

Jim Flottmeyer Parks, Recreation, and Forestry

Requestor of Legislation

Jay Odegaard

Location, if applicable

City Hall 400 La Crosse St.

Summary/Purpose

The goal is to caulk all the windows, not previously done, in City Hall in order to help alleviate the intrusion of the elements currently leaking around the perimeter of the windows. The windows that have been done, west wing, have held up without any issues and solved the moisture issues.

Background

The windows in City Hall are fifty years old and in need of some upkeep. In speaking with various window companies it was determined that the best use of taxpayer funds would be to caulk and replace seals on the current windows and not replace them.

Fiscal Impact

Moving of $50,000 away from a current project to a project slated for 2029.

Staff Recommendation

Recommendation is for approval.

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0997

Agenda Date: 9/4/2025 **Version:** 1 **Status:** New Business

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

Agenda Number:

25-0997

Resolution approving Sponsorship Agreement effective September 1, 2025, between Marine Credit Union and the City of La Crosse.

RESOLUTION

BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the Sponsorship Agreement with Marine Credit Union.

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

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

SPONSORSHIP AGREEMENT

Between Marine Federal Credit Union (“Sponsor”) and La Crosse Center (“Venue”)

1. Agreement Overview

This Sponsorship Agreement (“Agreement”) is made and entered into by and between Marine Credit Union (hereinafter “Sponsor”) and the La Crosse Center (hereinafter “Venue”), effective September 1, 2025. This Agreement shall automatically renew on August 31, 2028, unless either party provides written notice of termination on or before that date.

2. Pre-Approval for Additional Services

If Sponsor requests services beyond those detailed herein, the Venue shall provide a written estimate for Sponsor’s pre-approval before commencing any work that may result in additional charges.

3. Signage and Promotions

All Sponsor advertising for placement within the event grounds must be approved in advance by the Venue. Such approval shall not be unreasonably withheld, denied, delayed, or conditioned.

Sponsor shall provide all required artwork, signage, and media content. The Venue reserves the right to adjust signage or media placement with reasonable notice to the Sponsor. Venue will install and maintain all agreed-upon signage placements at Sponsor’s expense. Any required replacements due to damage or events beyond the Venue’s control shall be the responsibility of the Sponsor.

Signage relocation must be mutually agreed upon and must maintain comparable visibility and brand positioning. Signage may not be placed adjacent to or in association with non-family-friendly content (e.g., alcohol-related advertising). The Venue will cover the cost of initial installation; any future relocations or modifications requested by the Sponsor will be at the Sponsor’s expense.

4. Entire Agreement & Modification

This Agreement represents the entire understanding between the parties and supersedes all prior negotiations or communications, whether oral or written. Any amendment or modification must be in writing and signed by both parties to be effective.

5. Relationship of Parties

The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, franchise, or employment relationship between the parties.

6. Assignment

Sponsor may not assign, delegate, or transfer this Agreement, in whole or in part, without the prior written consent of the Venue.

7. Venue Closure

If the Venue is closed for thirty (30) consecutive days or more due to renovations, unforeseen emergencies, or extraordinary events (including but not limited to pandemics), the Sponsor shall be entitled to a pro-rated refund of sponsorship fees for the duration of the closure.

8. Agreement Conditions

This Agreement becomes effective upon the signature of both parties. All sponsorship deliverables are outlined in Schedule A, which is hereby incorporated into this Agreement by reference.

SCHEDULE A

Sponsor Receives from La Crosse Center:

- Designation as Official Banking Partner of the La Crosse Center (Exclusive in Category)
- High-Visibility Branding throughout the venue
- Activation Opportunities: Direct patron engagement via sponsor-provided table
- (2) ATM Installations with Marine Credit Union-branded exterior signage:
  - Lobby
  - Riverside Section
  - Southall Section
- Front Signage over Main Entry to Box Office
- (2) Arena Bowl Signage Placements at entryways
- (8) Arena Bowl Video Monitors (rotating basis)
- Lobby Monitor Placements (30-second video & still graphics)
- Concourse & Meeting Room Monitor Placements (30-second video & still graphics)
- Website Placement, digital ad link, and “Know Before You Go” social media promotion
- Inclusion in La Crosse Center Email Newsletter
- Annual Event Ticket Bank ($1,500 retail value)

Terms & Financials

Start Date: September 1, 2025

- Year 1: $65,000 (September 1, 2025 – August 31, 2026)
- Year 2: $75,000 (September 1, 2026 – August 31, 2027)
- Year 3 (Optional): $85,000 (September 1, 2027 – August 31, 2028)

Sponsor must notify the Venue of its intention to renew for Year 3 no later than 90 days prior to the end of Year 2.

Execution

Please indicate agreement by signing below and returning the executed copy to:

Steve Wilson | stevewilson@tseentertainment.com

Joumana Mcdad
Chief Service Delivery and Experience Officer, Marine Credit Union

Signature:  Date: 08/15/2025

Jared Flick
Deputy Director, Recreation and La Crosse Center

Signature: _____ Date: _____

CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID: 25-0997

Caption: Resolution approving Sponsorship Agreement effective September 1, 2025, between Marine Credit Unio

Staff/Department Responsible for Legislation

Jared Flick / La Crosse Center

Requestor of Legislation

Jay Odegaard

Location, if applicable

La Crosse Center

Summary/Purpose

To approve a multi year agreement with Marine Credit Union. Marine will become the Official Banking Partner of the La Crosse Center.

Background

This would be the third multi year sponsorship agreement signed at the La Crosse Center.

Fiscal Impact

Additional revenue to the LCC Budget in 2025 ($65,000) and 2026 ($75,000).

Staff Recommendation

Adopt

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0998

Agenda Date: 9/4/2025 **Version:** 1 **Status:** New Business

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

25-0998

Resolution authorizing the use of Capital Improvement Project funding for the Downtown Neighborhood Association Paint and Fix Up Grant Program to include Washburn Neighborhood.

RESOLUTION

WHEREAS, the City of La Crosse previously allocated funds from Tax Increment Finance (TIF) District 11 in the 2022-2026 Capital Improvement Plan (CIP) Budget item #737 in the amount of $30,000 for the Downtown Neighborhood Association Paint and Fix Up Grant Program; and

WHEREAS, the Grant Program opened to all Downtown residents in March of 2025 with postcards sent to property owners regarding the grant opportunity; and

WHEREAS, there are still funds left in this program and downtown residents who are interested in the program have had ample time to apply for the program; and

WHEREAS, the Washburn neighborhood also falls within Tax Increment Finance District 11 and would therefore also be eligible to use these funds for the same purpose.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes use of available funding from Tax Incremental Financing District 11 in the 2022-2026 Capital Improvement Plan (CIP) Budget item #737 for the Paint and Fix Up Grant Program to include the Washburn and Downtown Neighborhood boundaries.

BE IT FURTHER RESOLVED that the Director of Finance and Director of Planning and Development are hereby authorized to take any and all steps necessary to implement this resolution.

CITY OF LA CROSSE

400 La Crosse Street
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www.cityoflacrosse.org

LEGISLATION STAFF REPORT FOR COUNCIL

File ID 25-0998

Caption Resolution authorizing the use of Capital Improvement Project funding for the Downtown Neighborhood Association Paint and Fix Up Grant Program to include Washburn Neighborhood.

Staff/Department Responsible for Legislation

Planning and Development Department.

Requestor of Legislation

Planning and Development Department.

Location, if applicable

Washburn and Downtown Neighborhoods.

Summary/Purpose

The purpose of this resolution is to use up the existing funding from the 2022-2026 Capital Improvement Plan (CIP) from Tax Increment Finance (TIF) District 11 budget item #737. This resolution will expand the area that the Paint and Fix Up Grant Program is available to, which will include Washburn Neighborhood. The Washburn Neighborhood boundary includes West Avenue on the east, Jackson Street on the south, Mississippi River on the west, Cass Street from the Mississippi River to 7th St; Main Street from 7th St to West Avenue on the north. The Downtown neighborhood would also still be eligible for the grant funds and their boundary includes the Mississippi River on the west, the centerline of West Avenue on the east, the south side of Cass Street on the south, and the marsh on the north.

Background

The Paint and Fix Up grant program is available to residential homes in a targeted area of the city. There are no income qualifications and it allows property owners to apply for up to $1,000 for exterior repairs and improvements. This round of the Paint and Fix Up Grant Program for the Downtown Neighborhood began accepting applications on March 17, 2025. Postcards were sent out in January to notify property owners about the upcoming opportunity. The opportunity was also posted on social media and the Downtown Neighborhood Association also advertised the grant program. There is still funding available for about 18 projects.

Fiscal Impact

None - funding has already been allocated.

Staff Recommendation

Staff recommends approval.

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1022

Agenda Date: 9/4/2025 **Version:** 1 **Status:** New Business

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

Agenda Number:

Resolution approving transfer of Tax Incremental District 18 funds as a contribution to the Redevelopment Authority for acquisition of property for River Point District.

RESOLUTION

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

WHEREAS, there is a property for sale at 63 Kraft Street that is a part of the redevelopment plan and Planned Development District documents that the Redevelopment Authority would like to acquire.

WHEREAS, TID 18 was set up to help finance projects in the River Point District, and TIDs 11,13,14,15,16 & 17 were designated as donor TIDs to TID 18 to assist in financing until TID 18 became self-sufficient through Council approval on July 9, 2020 through resolution #20-0814.

NOW, THEREFORE, BE IT RESOLVED that a contribution from TID 18 to the Redevelopment Authority for the purpose of property acquisition within the development boundary of River Point District be made in an amount up to $1,400,000.00.

BE IT FURTHER RESOLVED that any proceeds related to the potential lease or sale of this property in the future would remain assets of the Redevelopment Authority.

BE IT FURTHER RESOLVED that the Director of Planning and Development and the Director of Finance are hereby authorized to take all steps necessary in connection with 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: 25-1022

Caption: Resolution approving transfer of Tax Incremental District 18 funds as a contribution to the Redevelopment Authority for acquisition of property for River Point District.

Staff/Department Responsible for Legislation

Andrea Trane / Department of Planning and Development / Redevelopment Authority

Requestor of Legislation

Andrea Trane, Executive Director of the Redevelopment Authority

Location, if applicable

63 Kraft Street

Summary/Purpose

There is a property for sale that is part of the Redevelopment Plan and Planned Development District documents, noted to be a part of River Point District. The price is $1,370,000. The Redevelopment Authority does not have sufficient funds to purchase. An eligible use of TID funds is to transfer to the Redevelopment Authority. This request is to transfer funds from TID 13, which has sufficient cash and is beyond its expenditure period, to TID 18 for this purpose to transfer to the RDA for the property acquisition.

Background

There is a property for sale that is part of the Redevelopment Plan and Planned Development District documents, noted to be a part of River Point District. The RDA recently acquired two vacant parcels adjacent to this one. It would potentially make a 3 acre redevelopment opportunity as part of River Point District.

Fiscal Impact

Up to $1,400,000 from TID 18

Staff Recommendation

Approval

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1023

Agenda Date: 9/4/2025 **Version:** 1 **Status:** New Business

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

Resolution to allocate additional funds, previously encumbered for Pammel Creek Repairs (CIP #168), to MISC-25-002 (Res. 24-1452).

RESOLUTION

WHEREAS, past Capital Improvement Plan (CIP) budgets have been approved by Common Council to encumber funds for Pammel Creek Repairs (#168) as a recurring program; and

WHEREAS, the project for 2024-2025 repairs, awarded with Res. 24-1452, requires additional funds beyond contingency to close out the contract for unexpected work that was discovered during the project; and

WHEREAS, it is in the best interest of the public health, safety, and general welfare to conduct such repairs as quickly as possible; and

WHEREAS, additional funds remain in the program (CIP #168) that were not previously allocated to said contract.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes additional funds to said contract, *from*:

CIP #168 Pammel Creek Repairs (GOB)	$8,000.00

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: 25-1023

Caption: Resolution to allocate additional funds, previously encumbered for Pammel Creek Repairs (CIP #168), to MISC-25-002 (Res. 24-1452).

Staff/Department Responsible for Legislation

Engineering & Public Works

Requestor of Legislation

Engineering Department

Location, if applicable

Pammel Creek Flood Control Drainageway

Summary/Purpose

Additional funding to close project MISC-25-002 (Res. 24-1452).

Background

As an ongoing Capital Improvement Plan (CIP) Program, Common Council has approved #168 - Pammel Creek Repairs.

Fiscal Impact

$8,000 (already encumbered by past CIP)

Staff Recommendation

Approval

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1027

Agenda Date: 9/4/2025 **Version:** 1 **Status:** New Business

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

CITY OF LA CROSSE, WISCONSIN

FINANCIAL STATEMENTS
WITH INDEPENDENT AUDITORS' REPORT

DECEMBER 31, 2024

CITY OF LA CROSSE, WISCONSIN

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CITY OF LA CROSSE, WISCONSIN

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INDEPENDENT AUDITORS' REPORT

To the Common Council
City of La Crosse, Wisconsin

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of La Crosse, Wisconsin (the "City"), as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City, as of December 31, 2024, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The City's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for one year after the date that the financial statements are issued or when applicable, one year after the date that the financial statements are available to be issued including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and GAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and GAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, OPEB Healthcare defined benefit schedules, Wisconsin Retirement System pension schedules, and Wisconsin Retirement System Local Retiree Life Insurance Fund schedules, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements are the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated July 31, 2025 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Hawkins Ash CPAs, LLP

La Crosse, Wisconsin
July 31, 2025

CITY OF LA CROSSE, WISCONSIN

MANAGEMENT'S DISCUSSION & ANALYSIS

The City of La Crosse, Wisconsin - Management's Discussion and Analysis for the year ended December 31, 2024

As management of the City of La Crosse, Wisconsin we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City of La Crosse for the fiscal year ended December 31, 2024. We encourage the reader to consider the information presented here in conjunction with additional information that we have furnished in the City's basic financial statements, which follow this narrative.

The Financial Highlights

When revenues exceed expenses, the result is an increase in net position. When expenses exceed revenues, the result is a decrease in net position. This relationship between revenues and expenses can be considered the City's operating results. The City's net position as measured in the Statement of Net Position is one measure of the City's financial position, or financial health. Over time, increases or decreases in the City's net position, as measured in the Statement of Activities are one indicator of whether the City's financial health is improving or deteriorating. However, the City's goal is to provide services that improve the quality of life for our residents, not to generate profits as companies do. For this reason, you will need to consider many other non-financial factors, such as the condition of our roads, the traffic and business generated by having a City owned and maintained airport, the revitalized historic downtown area, and the overall quality of life in assessing the overall health of our City.

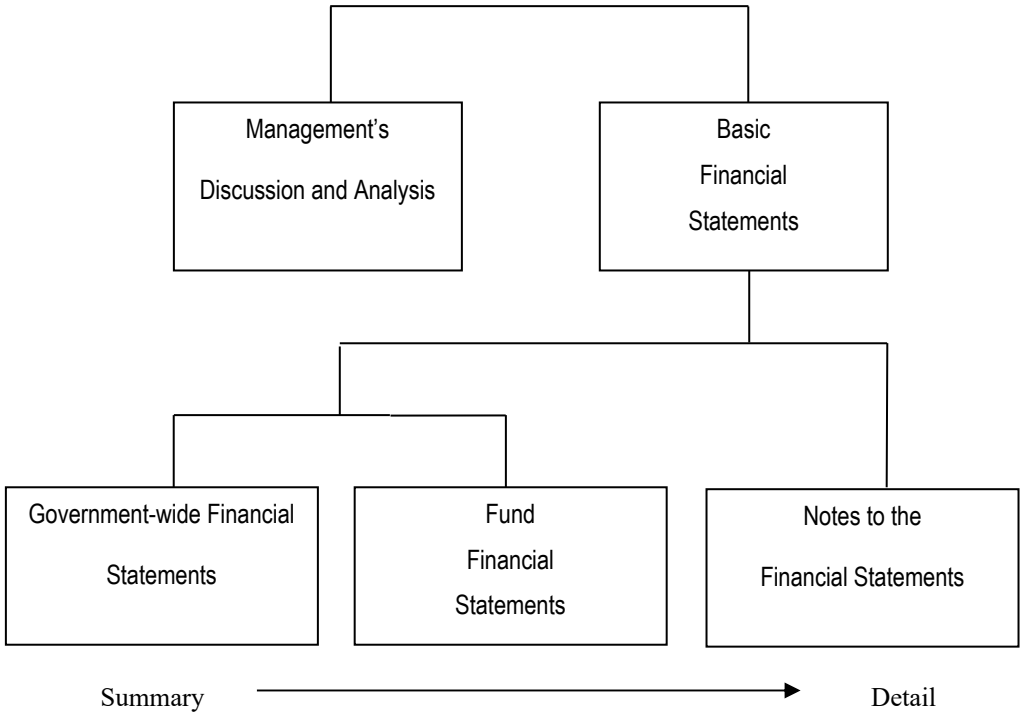
- The assets of the City of La Crosse exceeded its liabilities as of December 31, 2024 by $556,736,337 (net position).
- The City of La Crosse's total net position of Governmental Funds and Proprietary Funds increased by $20,773,275.
- As of December 31, 2024, the City of La Crosse's governmental funds reported combined ending fund balances of $94,503,011, an increase of $3,316,431 in comparison with the prior year. As of December 31, 2024, the unassigned fund balance for the general fund was $24,513,507 or approximately 38.76% of total general fund expenditures.
- The City of La Crosse's total general obligation debt increased by $2,577,057 or 1.82% during 2024. This increase is attributable to the planning and financing of future capital improvement projects. The City funded $18,185,000 in capital improvement projects and new equipment purchases as listed in the City's five-year

Capital Improvement Budget and through approved Council resolutions utilizing new borrowed funds. Those projects included various street, streetscaping, alley, bridge, civic center, fire, library, park, storm sewer, transit, airport, and water projects.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the City of La Crosse, Wisconsin's basic financial statements. These basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements (see Figure 1). This report also contains other supplementary information in addition to the basic financial statements themselves that will enhance the reader's understanding of the financial condition of the City of La Crosse, Wisconsin.

Required Components of the Annual Financial Report
Figure 1



Basic Financial Statements

The first two statements in the basic financial statements are the **Government-wide Financial Statements**. They provide both short and long-term information about the City's financial status.

The next statements are **Fund Financial Statements**. These statements focus on the activities of the individual parts of the City's government. These statements provide more detail than the government-wide statements. There are three parts to the Fund

Financial Statements: 1) the governmental funds statements; 2) the proprietary fund statements; and 3) the fiduciary fund statements.

The next section of the basic financial statements is the **notes**. The notes to the financial statements explain in detail some of the data contained in those statements. After the notes, **supplemental information** is provided to show details about the City's individual funds in the form of combining statements. Budgetary information can be found in this part of the statements.

Government-wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the City of La Crosse's finances, in a manner similar to a private-sector business. The government-wide statements provide short and long-term information about the City's financial status as a whole.

The two government-wide statements report the City's net position and how it has changed. Net position is the difference between the City's total assets and total liabilities. Measuring net position is one way to gauge the City's financial condition.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g. uncollected taxes and earned but unused vacation and sick leave).

Both of the government-wide financial statements distinguish functions of the City of La Crosse that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The government activities of the City of La Crosse include general government, public safety, public works, health and human services, culture, recreation and leisure, and conservation and development. The business-type activities of the City of La Crosse include: Airport, Parking, Sanitary Sewer Utility, Sanitary Sewer District, Storm Water Utility, and a Water Utility.

The government-wide financial statements include only the activities of the City of La Crosse, Wisconsin.

Fund Financial Statements

The fund financial statements provide a more detailed look at the City's most significant activities. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of La Crosse, Wisconsin, like all other governmental entities in Wisconsin, uses fund accounting to ensure and reflect compliance (or non-compliance) with finance-related legal requirements, such as the State of Wisconsin Statutes or the City's budget resolution. All the funds of the City of La Crosse, Wisconsin can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds

Governmental funds are used to account for those functions reported as governmental activities in the government-wide financial statements. Most of the City's basic services are accounted for in governmental funds. These funds focus on how assets can readily be converted into cash flow in and out, and what monies are left at year-end that will be available for spending in the next year. Governmental funds are reported using an accounting method called *modified accrual accounting* which provides a short-term spending focus. As a result, the governmental fund financial statements give the reader a detailed short-term view that helps him or her determine if there are more or less financial resources available to finance the City's programs. The relationship between government activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds is described in a reconciliation that is a part of the fund financial statements.

The City of La Crosse maintains approximately 45 individual governmental funds. Information is presented separately in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, HUD Programs, and the Debt Service Fund, each of which is considered to be a major fund. Data from the remaining governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

The City of La Crosse adopts an annual appropriated budget for its general fund as required by State Statute. The budget is a legally adopted document that incorporates input from the citizens of the City, the management of the City, and the decisions of the Mayor and Council about which services to provide and how to pay for them. It also authorizes the City to obtain funds from identified sources to finance these current period activities. The budgetary comparison schedule provided for the General Fund demonstrates how well the City complied with the budget resolution and whether or not the City succeeded in providing the services as planned when the budget was adopted. The statement shows four columns: 1) the original budget as adopted by the Common Council; 2) the final budget as amended by the Common Council; 3) the actual resources, charges to appropriations, and ending balances in the General Fund; and 4) the variance between the final budget and the actual revenues and expenditures.

Proprietary Funds

The City of La Crosse maintains two different types of proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City of La Crosse uses enterprise funds to account for its Airport, Parking, La Crosse Center, Sanitary Sewer Utility, Sanitary Sewer District, Stormwater Utility, and Water Utility. These funds are the same as those functions shown in the business-type activities in the Statement of Net Assets and the Statement of Activities. Internal service funds are an accounting device used to accumulate and allocate costs internally among the City of La Crosse's various functions. The City of La Crosse uses internal service funds to account for its Liability Self-Insurance program, its Worker's Comp Self-Insurance program, its Stockroom, its Employee's Health Self-Insurance program, and its Health Care Cost Containment program. Because these services predominately benefit government rather than business-type functions, they have been included within governmental activities in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Airport, Parking Utility, La Crosse Center, Sanitary Sewer Utility, Sanitary Sewer District, Storm Water Utility, and Water Utility, which are considered to be major funds of the City of La Crosse. Conversely, the internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds is provided in the form of combining statements elsewhere in this report.

Fiduciary Funds

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City of La Crosse's programs. The agency funds maintained by the City are primarily the tax collection fund which records the tax roll and tax collections for other taxing jurisdictions and various other trust funds. The accounting used for fiduciary funds is much like that used for governmental funds.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other Information

In addition to the basic financial statements and accompanying notes, this report includes certain required supplementary information concerning the City of La Crosse, Wisconsin. Required supplementary information can be found following the notes to the financial statements.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as one of the useful indicators of a government's financial condition. The assets of the City of La Crosse exceeded liabilities by $556,736,337 as of December 31, 2024. The City's net position increased by $20,773,275 for the fiscal year ended December 31, 2024. However, the largest portion of the City's net position (81.12%) reflects the City's investment in capital assets (e.g., land, land improvements, buildings, and equipment); less any related debt still outstanding that was issued to acquire those items. The City of La Crosse uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City of La Crosse's investment in its capital assets is reported net of the outstanding related debt, the resources needed to repay that debt must be provided by other sources, since the capital assets cannot be used to liquidate these liabilities.

The City of La Crosse,Wisconsin's Net Position
(in thousands of dollars)

	Governmental Activities		Business-Type Activities		Total	
ASSETS	2024	2023	2024	2023	2024	2023
Assets, net of Capital Assets	$ 199,861	$207,180	$ 43,216	$ 38,734	$ 243,077	$245,914
Capital Assets not Depreciated	64,636	72,064	104,853	105,743	169,489	177,807
Capital Assets, net of Depreciation	301,695	282,564	175,344	164,419	477,039	446,983
TOTAL ASSETS	$ 566,192	$561,808	$323,413	$308,896	$ 889,605	$870,704
DEFERRED OUTFLOWS OF RESOURCES						
Wisconsin Retirement System Pension	39,958	59,325	3,616	4,871	43,574	64,196
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	$ 606,150	$621,133	$327,029	$313,767	$ 933,179	$934,900
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND						
LIABILITIES						
TOTAL LIABILITIES	$ 196,643	$216,994	$ 86,945	$ 80,485	$ 283,588	$297,479
DEFERRED INFLOWS OF RESOURCES						
Unavailable Revenue-Tax Roll	$ 58,139	$ 56,089	$ 2,260	$ 2,646	$ 60,399	$ 58,735
Wisconsin Retirement System Pension/OPEB	29,593	39,166	2,863	3,556	32,456	42,722
TOTAL DEFERRED INFLOWS OF RESOURCE	$ 87,732	$ 95,255	$ 5,123	$ 6,202	$ 92,855	$101,457
NET POSITION						
Net Investment in Capital Assets	$ 251,115	$249,846	$200,529	$202,069	$ 451,644	$451,915
Restricted For:						
Special Revenue	1,320	1,060	-	-	1,320	1,060
Debt Service	18,145	17,527	-	-	18,145	17,527
Capital Projects	36,355	37,333	10,547	4,254	46,902	41,587
Other Activities	-	-	-	-	-	-
Unrestricted	14,840	3,118	23,885	20,756	38,725	23,874
TOTAL NET POSITION	$ 321,775	$308,884	$234,961	$227,079	$ 556,736	$535,963

An additional portion of the City's net position of $66,366,470 (11.92%) represents resources that are subject to external restrictions on how they may be used.

The City's total net position increased $20,773,275 during the year. This increase was comprised of an increase in governmental type activities of $12,890,755 and an increase in the business type activities of $7,882,520 during the year. This change is generally due to the application of GASB Statement 75, Other post-employment benefits and the increased investment in capital assets.

Governmental Activities

Governmental activities increased the City of La Crosse's net position by $12,890,755. Key elements of this increase are:

- Net Investment in Capital Assets increased by over $1,250,000 due to increased investment in capital assets.
- Departments were required to keep 2024 budgets at 2023 levels unless increases were justified and approved by the Council.
- Actual expenditures for 2024 increased over $3,000,000 compared to 2023, while the revenue was over $6,138,000 higher when compared to 2023.
- Property Tax revenue increased over $6,326,000 in 2024 compared to 2023.
- State Shared revenue increased over $3,049,000 in 2024 compared to 2023.
- Grants and Contributions increased over $3,348,000 in 2024 compared to 2023.

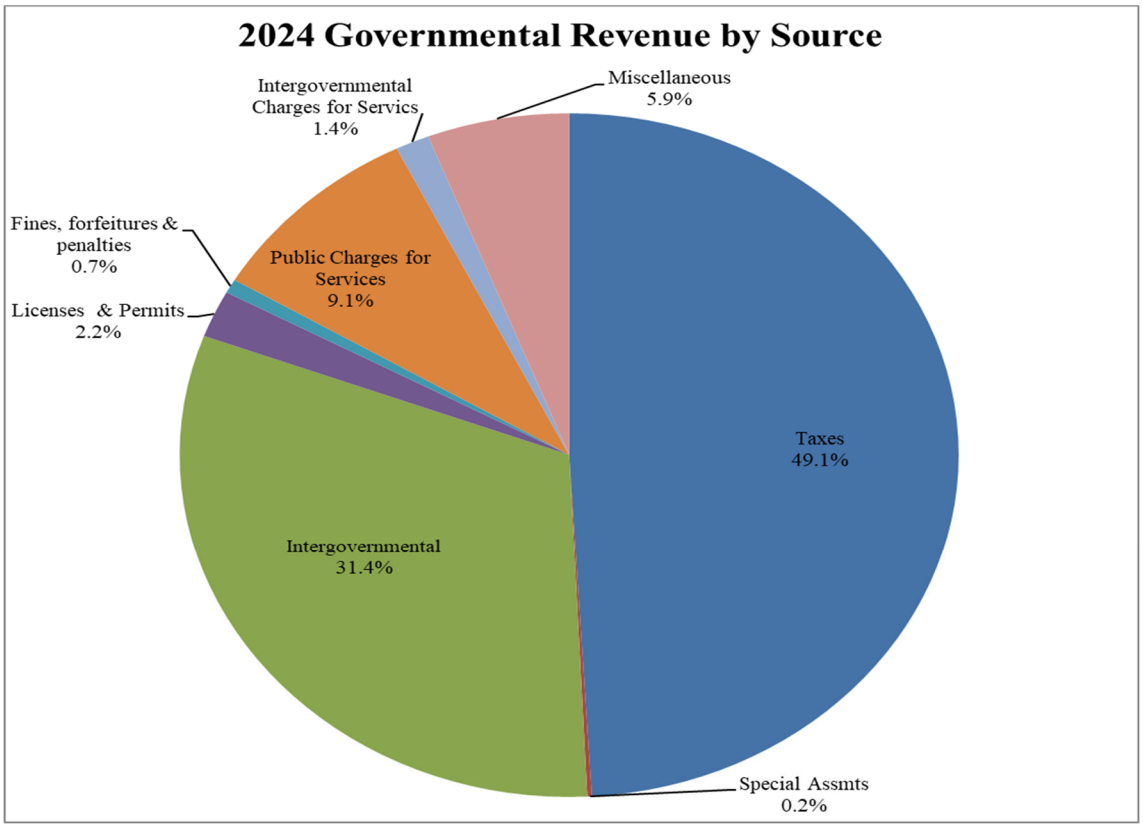
The following table represents the City's summarized operating results and their impact on net assets.

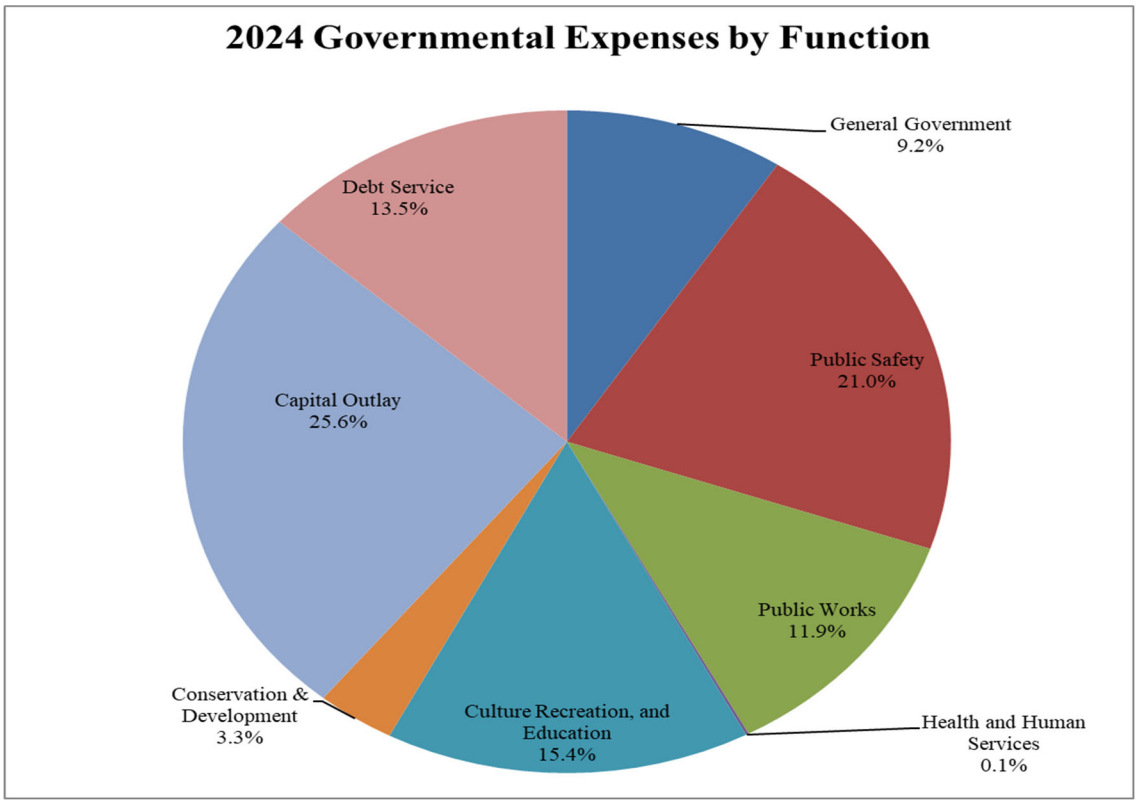
The City of La Crosse,Wisconsin's Changes in Net Position
(in thousands of dollars)

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Revenues:						
Program Revenues:						
Charges for Services	$ 19,813	$ 14,402	$ 29,401	$ 26,399	$ 49,214	$ 40,801
Grants & Contributions	23,539	20,191	2,551	2,258	26,090	22,449
General Revenues:						
Taxes	59,314	52,988	-	-	59,314	52,988
State Shared Revenue	15,525	12,476	-	-	15,525	12,476
Interest and investment income	5,504	6,517	1,247	1,120	6,751	7,637
Miscellaneous	2,358	1,435	4	11	2,362	1,446
Total Revenues	$ 126,053	$ 108,009	$ 33,203	$ 29,788	$ 159,256	$ 137,797
Expenses:						
General Government	$ 16,497	$ 14,040	$ -	$ -	$ 16,497	$ 14,040
Public Safety	29,851	31,667	-	-	29,851	31,667
Public Works	23,395	26,046	-	-	23,395	26,046
Health and Human Services	170	166	-	-	170	166
Culture, Recreation and Education	24,425	21,903	-	-	24,425	21,903
Conservation & Development	13,360	4,181	-	-	13,360	4,181
Principal, Interest & Fiscal Charges	3,277	2,924	-	-	3,277	2,924
Airport	-	-	4,742	4,978	4,742	4,978
Parking	-	-	3,619	3,734	3,619	3,734
Water	-	-	4,913	4,587	4,913	4,587
Sanitary Sewer	-	-	9,665	8,450	9,665	8,450
Storm Water	-	-	2,319	1,682	2,319	1,682
Other Business-type Activities	-	-	94	85	94	85
Total Expenses	$ 110,975	$ 100,927	$ 25,352	$ 23,516	$ 136,327	$ 124,443
Change in Net Position before Transfers	$ 15,078	$ 7,082	$ 7,851	$ 6,272	$ 22,929	$ 13,354
Transfers	(103)	(178)	103	178	-	-
Change in Net Position	$ 14,975	$ 6,904	$ 7,954	$ 6,450	$ 22,929	$ 13,354
Net Position, beginning of year	308,884	301,980	227,080	220,630	535,964	522,610
Prior Period Adjustment	(2,085)	-	(72)	-	(2,157)	-
Equity Transfers	-	-	-	-	-	-
Net Position, end of year	$ 321,774	$ 308,884	$ 234,962	$ 227,080	$ 556,736	$ 535,964

Governmental Activities expenditures were higher for 2024 compared to 2023 by over $10,000,000, partial due to salary increases, and mainly due to increased development expenditures within our TID districts.

The following two charts represent revenues by source and expenses by function for the City's Governmental Activities for 2024.





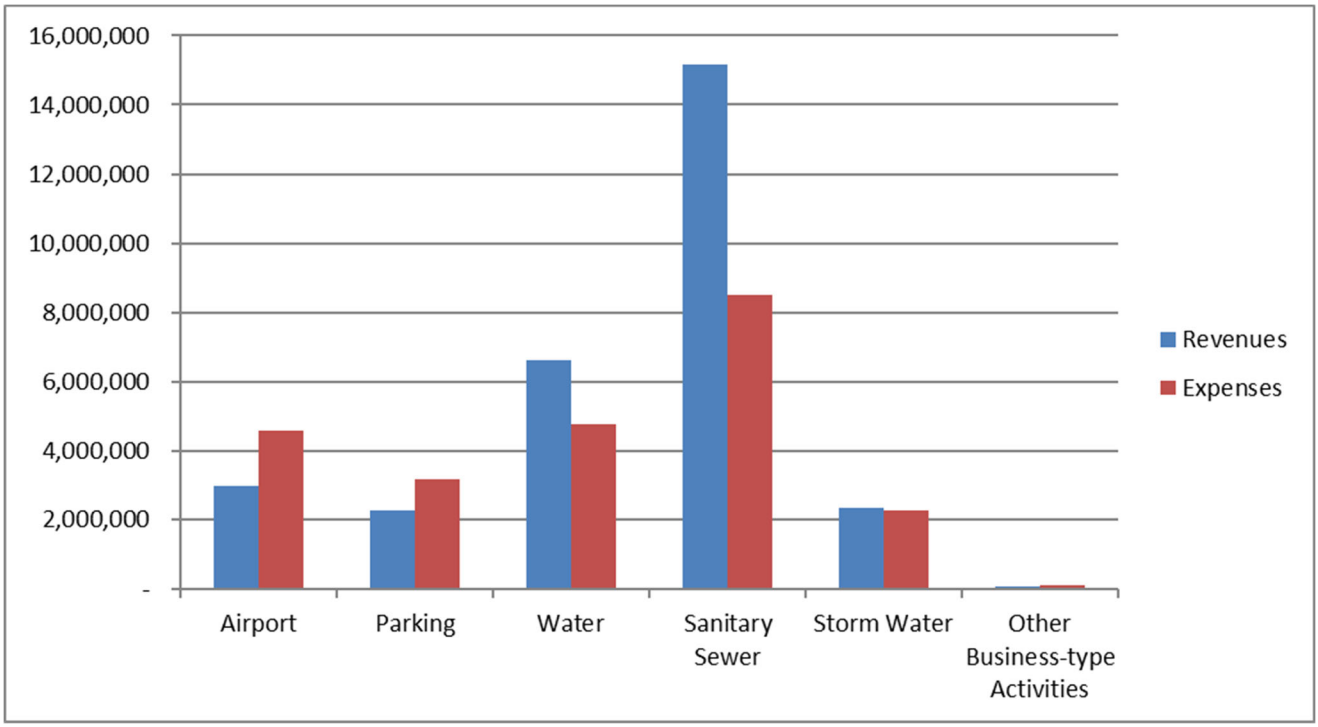
Business-type Activities

Business-type activities increased the City's net position by $7,882,520. The major contributing factors to this increase for the business-type activities are as follows:

- An increase in net investment in capital assets due to finalizing several large projects.
- Revenue was more than expenses among all activities by more than $3,400,000.
- The Water Utility is self-supporting, operating on revenues from the sales of water and from private and public fire protection. The current water rate is designed to provide a 4.0% return on the rate base. The Common Council requires future water rates be reviewed every two years with the next review scheduled to take place in 2025.
- The current Sanitary Sewer Utility and Storm Water Utility rates are designed to meet cash requirements, be consistent with existing rate design structure to maintain equitability between different sizes and classes of customers, fund capital projects, and meet debt coverage requirements.

The following chart represents the operating revenues and expenses for 2024 for the City's Business-Type Activities.

City of La Crosse, Wisconsin – 2024 Business-Type Activities Expense & Revenue



Financial Analysis of the Governmental Funds

As noted earlier, the City of La Crosse, Wisconsin uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. The remaining fund balance is designated as either nonspendable, restricted, or committed to indicate that it is not available for new spending because it has already been committed for other items.

As of December 31, 2024, the City of La Crosse's governmental funds reported combined ending fund balances of $94,503,011. Of this amount, $25,680,482 is attributable to the General Fund balance and is designated as follows: $1,166,975 or approximately 4.54% is designated as Nonspendable; $24,513,507 or approximately 95.46% is designated as Unassigned.

This Unassigned fund balance represents approximately 38.76% of total general fund expenditures for 2024. The total general fund balance increased by $4,534,991 in fiscal year 2024. Actual expenditures failed to meet final amended budgeted expenditures by approximately ($426,340) (-0.59%). Actual revenue sources exceeded the final amended budgeted revenues in the general fund by $4,906,470 (6.78%).

The actual revenues were higher than budgeted primarily due to:

- There was a gain in FMV of investments of $893,228.
- Sale of land of $590,557.
- Investment earnings exceeded expectation by $1,123,534.

The major budget variances in the expenditure category are:

- Public Safety overspent its budget by $30,121.
- Public Works underspent its budget by $192,846.
- General Government overspent its collective departmental budgets by $426,340.
- Culture, recreation, and education exceeded its collective budget by $124,275.

Proprietary Funds

The City of La Crosse, Wisconsin's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

The City of La Crosse,Wisconsin's Net Position
Buiness-type Funds
(in thousands of dollars)

	Net Position		Change in Net Position	
	2024	2023	2024	2023
Airport	$ 78,125	$ 76,901	$ 1,224	$ 778
Parking	33,775	33,916	(141)	(635)
Water Utility	41,420	40,203	1,217	2,096
Sewer Utility	56,161	50,362	5,799	4,097
Storm Water Utility	23,613	23,397	216	807
Sanitary Sewer District	677	670	7	7
Total	$ 233,771	$225,449	$ 8,322	$ 7,150

General Fund Budgetary Highlights

Differences between the original budget and the final amended budget can be briefly summarized as follows:

- Amendments made to adjust the estimates that are used to prepare the original budget.
- Amendments made to recognize new funding amounts from external sources.
- Increases in appropriations that became necessary to maintain services.

Capital Assets and Debt Administration

Capital Assets

The City of La Crosse's net investment in capital assets for its governmental and business-type activities as of December 31, 2024, is $646,691,000 (net of accumulated depreciation), an increase of $21,900,074 (3.51%). This investment in capital assets includes land, buildings, building improvements, improvements other than buildings, machinery & equipment, infrastructure, and construction work in progress. The total increase in the City's investment in capital assets for the current fiscal year consisted of a $11,702,901 (3.30%) increase for governmental activities and a $10,034,380 (3.71%) increase for business-type activities.

The following capital improvement projects for 2024 are contained and financed in the City's 2024-2028 five-year Capital Improvement Program budget:

- Airport facility and runway upgrades – approximately $8,110,000.
- Capital Equipment purchases for various departments - approximately $5,444,218.
- Various Park projects - approximately $4,180,000. Major projects include flood levee rehabilitation and a new park shelter.
- Sanitary Sewer infrastructure improvement projects - approximately $5,909,000.
- Storm water improvement projects - approximately $5,543,000.
- Water improvement projects – approximately $6,371,000.
- Various street, streetscaping, and infrastructure improvement projects - approximately $11,968,000. Major projects include the reconstruction of 4 roads (Green Bay St, Jackson St, St. Andrew Street, Onalaska Ave)
- Various Economic Development and Housing projects – approximately $1,641,700.
- Various City Facilities Improvement projects – approximately $2,635,000.

The City of La Crosse,Wisconsin's Capital Assets

(in thousands of dollars)

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Land and Land Improvements	$ 14,837	$ 13,344	$ 7,823	$ 7,823	$ 22,660	$ 21,167
Buildings and Improvements	144,635	135,309	55,050	48,249	199,685	183,558
Machinery and Equipment	86,475	82,069	19,698	18,990	106,173	101,059
Infrastructure/systems	199,674	187,713	194,381	185,537	394,055	373,250
Construction in Progress	49,799	58,720	101,016	101,907	150,815	160,627
Capital assets being amortized	433	433	2	41	435	474
Less: Accumulated Depreciatio	(129,360)	(122,959)	(97,772)	(92,385)	(227,132)	(215,344)
Total	$366,493	$354,629	$280,198	$270,162	$646,691	$624,791

Long-term Debt

The City's bond rating is AA by Standard & Poor's. Due to this rating the City is able to borrow at favorable interest rates for capital projects included in its annual capital improvement budget and for other special projects.

At the end of the 2024 fiscal year, the City of La Crosse had total general obligation debt outstanding of $144,371,390 entirely backed by the full faith and credit of the government. This represents an increase of $2,577,057 compared to the total general obligation debt outstanding as of the end of fiscal year 2023. This increase is due primarily to scheduled borrowing for equipment and capital projects.

In 2024, the City sold two new debt instruments, a G.O. Promissory Note dated September 5, 2024 and a Sewer Revenue Bond dated May 9, 2024. The G.O. Promissory Note is a 15-year Note for $18,185,000 at a net interest rate of 3.414%. The Revenue Bond is a 20-year Bond for $5,805,000 at a net interest rate of 4.003%. Both issuances fund portions of the City's $51,801,918 annual capital improvement program budget and its various projects: Street and Streetscaping projects, Bridge projects, Storm Sewer projects, Fire projects, Water Projects, Library projects, Park projects, and Miscellaneous Tax Incremental Financing projects. The issues were rated AA by Standard & Poor's.

Wisconsin State Statutes limit the amount of general obligation debt a governmental entity may issue up to 5% of its total equalized valuation. The City of La Crosse has adopted a more stringent debt borrowing policy that states that its outstanding debt will not exceed 75% of the 5% State Statute allowable legal debt margin unless authorized by a 2/3 vote of the City Council. In addition, the City will not borrow a larger amount than is retired in the current year unless overridden by a 2/3 vote of the City Council. The current legal debt limitation for the City of La Crosse is $281,923,595 and its outstanding debt subject to State statutory limit as of December 31, 2024 is $144,371,390 or approximately 51.21% of the statutory limit. After calculating the amounts available in the Debt Service Fund of $19,144,856 which results in a net margin of indebtedness of $156,697,061.

State Statutory Debt Limit

	2024	2023
State Debt Limit (5% of equalized value)	$ 281,923,595	$ 273,066,680
Applicable long-term debt	(144,371,390)	(141,794,333)
Amount available in debt service fund	19,144,856	18,527,201
Margin of Indebtness	156,697,061	149,799,548

City Policy Debt Limit

	2024	2023
City Debt Limit (75% of State Limit)	$ 211,442,696	$ 204,800,010
Applicable long-term debt	(144,371,390)	(141,794,333)
Amount available in debt service fund	19,144,856	18,527,201
Margin of Indebtness	86,216,162	81,532,878

Economic Factors Influencing the City of La Crosse, Wisconsin's Future

- The 2024 unadjusted unemployment rate for the La Crosse MSA was 2.8% compared to the State average of 3.0% and compared to the National average of 3.6%.
- Inflationary trends in the region are comparable to national indices.

Requests for Information

This financial report is designed to provide a general overview of the City of La Crosse, Wisconsin's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Director of Finance, 400 La Crosse Street, La Crosse, Wisconsin 54601.

CITY OF LA CROSSE, WISCONSIN

BASIC FINANCIAL STATEMENTS

CITY OF LA CROSSE, WISCONSIN

GOVERNMENT-WIDE FINANCIAL STATEMENTS

CITY OF LA CROSSE, WISCONSIN
STATEMENT OF NET POSITION
DECEMBER 31, 2024

ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	PRIMARY GOVERNMENT GOVERNMENTAL ACTIVITIES	PRIMARY GOVERNMENT BUSINESS-TYPE ACTIVITIES	PRIMARY GOVERNMENT TOTAL	COMPONENT UNIT
ASSETS				
Cash and investments	$ 110,828,635	$ 20,847,269	$ 131,675,904	$ 1,346,873
Receivables				
Taxes	55,648,091	932,545	56,580,636	-
Accounts and other	6,038,616	6,061,850	12,100,466	-
Special assessments	498,863	4,528	503,391	-
Loans	15,926,510	-	15,926,510	300,000
Internal balances	(1,472,325)	1,472,325	-	-
Due from other governments	1,280,051	3,724	1,283,775	-
Inventories	459,350	592,960	1,052,310	-
Prepaids	753,298	553,392	1,306,690	-
Leases receivable	3,173,443	2,197,903	5,371,346	-
Restricted assets				
Cash and investments	6,726,109	10,546,677	17,272,786	-
Other assets	-	3,375	3,375	-
Capital assets (net of accumulated depreciation/amortization)				
Capital assets not being depreciated	64,636,411	104,852,742	169,489,153	26,553,620
Capital assets being depreciated	301,424,038	175,342,120	476,766,158	-
SBITA assets being amortized	271,030	1,866	272,896	-
TOTAL ASSETS	566,192,120	323,413,276	889,605,396	28,200,493
DEFERRED OUTFLOWS OF RESOURCES				
Wisconsin Retirement System pension	37,520,562	3,269,540	40,790,102	-
Wisconsin Retirement System LRLIF	1,447,449	243,742	1,691,191	-
OPEB healthcare	990,362	102,495	1,092,857	-
TOTAL DEFERRED OUTFLOWS OF RESOURCES	39,958,373	3,615,777	43,574,150	-
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	**$ 606,150,493**	**$ 327,029,053**	**$ 933,179,546**	**$ 28,200,493**
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION				
LIABILITIES				
Accounts payable	$ 10,124,697	$ 2,580,040	$ 12,704,737	$ -
Accrued liabilities				
Payroll	2,025,379	257,897	2,283,276	-
Interest	1,221,833	312,165	1,533,998	-
Other	871,051	134	871,185	-
Due to other governments	1,004,725	-	1,004,725	-
Deposit payable	294,166	-	294,166	-
Unearned revenue - other	6,560,371	-	6,560,371	-
Current portion of long-term obligations	20,633,549	5,523,676	26,157,225	-
Noncurrent portion of long-term obligations	153,907,566	78,271,157	232,178,723	6,890,000
TOTAL LIABILITIES	196,643,337	86,945,069	283,588,406	6,890,000
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue - tax roll	55,066,669	175,324	55,241,993	-
Leases	3,072,266	2,084,563	5,156,829	-
Wisconsin Retirement System pension	22,191,180	1,933,738	24,124,918	-
Wisconsin Retirement System LRLIF	2,508,080	422,346	2,930,426	-
OPEB healthcare	4,894,131	506,506	5,400,637	-
TOTAL DEFERRED INFLOWS OF RESOURCES	87,732,326	5,122,477	92,854,803	-
NET POSITION				
Net investment in capital assets	251,115,369	200,529,391	451,644,760	19,663,620
Restricted for				
Special revenue	1,319,725	-	1,319,725	-
Debt service	18,144,856	-	18,144,856	-
Capital projects	36,355,212	10,546,677	46,901,889	-
Unrestricted	14,839,668	23,885,439	38,725,107	1,646,873
TOTAL NET POSITION	321,774,830	234,961,507	556,736,337	21,310,493
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION	**$ 606,150,493**	**$ 327,029,053**	**$ 933,179,546**	**$ 28,200,493**

The accompanying notes are an integral part of these statements.

CITY OF LA CROSSE, WISCONSIN

STATEMENT OF ACTIVITIES

YEAR ENDED DECEMBER 31, 2024

FUNCTIONS/PROGRAMS	EXPENSES	PROGRAM REVENUE: CHARGES FOR SERVICES	PROGRAM REVENUE: OPERATING GRANTS AND CONTRIBUTIONS	PROGRAM REVENUE: CAPITAL GRANTS AND CONTRIBUTIONS	NET (EXPENSES) REVENUES AND CHANGES IN NET POSITION: GOVERNMENTAL ACTIVITIES	NET (EXPENSES) REVENUES AND CHANGES IN NET POSITION: BUSINESS-TYPE ACTIVITIES	NET (EXPENSES) REVENUES AND CHANGES IN NET POSITION: TOTALS	COMPONENT UNIT
PRIMARY GOVERNMENT								
GOVERNMENTAL ACTIVITIES								
General government	$ 16,497,453	$ 5,075,007	$ 7,559,452	$ -	$ (3,862,994)		$ (3,862,994)	
Public safety	29,850,983	1,456,607	2,287,320	-	(26,107,056)		(26,107,056)	
Public works	23,395,112	1,171,672	10,922,279	-	(11,301,161)		(11,301,161)	
Health and human services	170,110	-	-	-	(170,110)		(170,110)	
Culture, recreation and education	24,424,719	10,274,865	1,090,000	-	(13,059,854)		(13,059,854)	
Conservation and development	13,359,713	1,835,286	1,680,223	-	(9,844,204)		(9,844,204)	
Interest and fiscal charges	3,276,561	-	-	-	(3,276,561)		(3,276,561)	
TOTAL GOVERNMENTAL ACTIVITIES	**110,974,651**	**19,813,437**	**23,539,274**	**-**	**(67,621,940)**		**(67,621,940)**	
BUSINESS-TYPE ACTIVITIES								
Airport	4,742,256	2,968,191	-	2,550,859		$ 776,794	776,794	
Parking	3,618,829	2,246,355	-	-		(1,372,474)	(1,372,474)	
Water	4,913,494	6,685,476	-	-		1,771,982	1,771,982	
Sewer	9,665,453	15,077,379	-	-		5,411,926	5,411,926	
Storm	2,318,592	2,335,953	-	-		17,361	17,361	
Sanitary Sewer District	93,551	87,959	-	-		(5,592)	(5,592)	
TOTAL BUSINESS-TYPE ACTIVITIES	**25,352,175**	**29,401,313**	**-**	**2,550,859**		**6,599,997**	**6,599,997**	
TOTAL PRIMARY GOVERNMENT	**$ 136,326,826**	**$ 49,214,750**	**$ 23,539,274**	**$ 2,550,859**	**(67,621,940)**	**6,599,997**	**(61,021,943)**	
COMPONENT UNIT								
Redevelopment Authority	**$ 3,698,431**	**$ -**	**$ 9,037,465**	**$ -**				**$ 5,339,034**
GENERAL REVENUE								
Taxes								
Property taxes					53,901,016	-	53,901,016	-
Other taxes					5,413,196	-	5,413,196	-
Intergovernmental revenues not restricted to specific programs					15,524,564	-	15,524,564	-
Interest and investment income					5,504,246	1,246,922	6,751,168	17,361
Miscellaneous					2,358,363	4,066	2,362,429	95,500
TRANSFERS					(103,146)	103,146	-	-
TOTAL GENERAL REVENUE AND TRANSFERS					82,598,239	1,354,134	83,952,373	112,861
CHANGE IN NET POSITION					14,976,299	7,954,131	22,930,430	5,451,895
NET POSITION - BEGINNING OF YEAR, AS PREVIOUSLY STATED					308,884,075	227,078,987	535,963,062	15,858,598
CHANGE IN ACCOUNTING PRINCIPLE					(2,085,544)	(71,611)	(2,157,155)	-
NET POSITION - BEGINNING OF YEAR, AS RESTATED					306,798,531	227,007,376	533,805,907	15,858,598
NET POSITION - END OF YEAR					**$ 321,774,830**	**$ 234,961,507**	**$ 556,736,337**	**$ 21,310,493**

The accompanying notes are an integral part of these statements.

CITY OF LA CROSSE, WISCONSIN

FUND FINANCIAL STATEMENTS

CITY OF LA CROSSE, WISCONSIN

BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2024

ASSETS	GENERAL FUND	HUD GRANTS	DEBT SERVICE FUND	TOTAL NONMAJOR GOVERNMENTAL FUNDS	TOTAL GOVERNMENTAL FUNDS
Cash and investments	$ 26,151,861	$ 1,267,212	$ 18,084,067	$ 58,323,111	$ 103,826,251
Receivables					
Taxes	41,950,258	-	-	13,697,833	55,648,091
Accounts and other	1,024,202	2,666,897	332,623	1,185,083	5,208,805
Special assessments	-	-	-	498,863	498,863
Loan	-	10,262,387	1,675,000	3,989,123	15,926,510
Due from other funds	974,464	-	-	-	974,464
Due from other governments	4,765	106,063	-	1,158,554	1,269,382
Inventories	-	-	-	257,139	257,139
Prepaids	120,826	-	-	605,994	726,820
Leases receivable	188,162	-	-	2,985,281	3,173,443
Advances to other funds	678,277	-	1,000,000	147,802	1,826,079
TOTAL ASSETS	**$ 71,092,815**	**$ 14,302,559**	**$ 21,091,690**	**$ 82,848,783**	**$ 189,335,847**
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
LIABILITIES					
Accounts payable	$ 1,460,845	$ 84,793	$ 2,211	$ 2,132,587	$ 3,680,436
Accrued expenses					
Payroll	1,785,946	-	-	213,071	1,999,017
Interest	139	-	-	5,853	5,992
Other	140,594	-	-	-	140,594
Due to other governments	210	-	-	1,004,515	1,004,725
Deposit payable	222,770	7,190	-	64,206	294,166
Unearned revenue - other	39,682	12,894,834	1,944,623	11,167,733	26,046,872
Advances from other funds	-	250,000	-	2,799,171	3,049,171
TOTAL LIABILITIES	3,650,186	13,236,817	1,946,834	17,387,136	36,220,973
DEFERRED INFLOWS OF RESOURCES					
Unavailable revenue - tax roll	41,582,386	-	-	13,484,283	55,066,669
Unavailable revenue - special assessments	-	-	-	472,928	472,928
Leases	179,761	-	-	2,892,505	3,072,266
TOTAL DEFERRED INFLOWS OF RESOURCES	41,762,147	-	-	16,849,716	58,611,863
FUND BALANCES					
Nonspendable	1,166,975	-	1,000,000	1,010,935	3,177,910
Restricted	-	1,065,742	18,144,856	36,609,195	55,819,793
Committed	-	-	-	11,472,152	11,472,152
Unassigned	24,513,507	-	-	(480,351)	24,033,156
TOTAL FUND BALANCES	25,680,482	1,065,742	19,144,856	48,611,931	94,503,011
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	**$ 71,092,815**	**$ 14,302,559**	**$ 21,091,690**	**$ 82,848,783**	**$ 189,335,847**

The accompanying notes are an integral part of these statements.

CITY OF LA CROSSE, WISCONSIN

RECONCILATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
DECEMBER 31, 2024

Fund balances - total governmental funds		$ 94,503,011
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and therefore are not reported in the fund statements. Amounts reported for governmental activities in the statement of net position are:		
Governmental capital asset	$ 496,127,051	
Governmental accumulated depreciation and amortization	(129,795,572)	366,331,479
Some revenue is unearned in the funds because it is not available to pay current period's expenditures:		
Special assessments to be collected after year end		20,003,738
Wisconsin Retirement System asset, deferred outflows of resources, and deferred inflows of resources are not current financial resources and are not reported in fund statements.		14,268,751
Other post employment benefits deferred outflows of resources and deferred inflows of resources are not current financial resources and are not reported in fund statements.		(3,903,769)
The assets, liabilities and net position of the internal service fund are included with governmental activities on the statement of net position.		
Adjustment to reflect the consolidation to business-type activities		6,328,576
Long term liabilities, including bonds and notes payable, are not due in the current period and therefore are not reported in the fund statements. Long term liabilities reported in the statement of net position that are not reported in the funds balance sheet are:		
General obligation debt	$ (130,381,585)	
Premium	(5,453,531)	
Accrued interest	(1,215,841)	
Vested employee benefits	(4,624,423)	
Wisconsin Retirement System pension and OPEB liability	(8,201,092)	
Net OPEB liability	(25,880,484)	(175,756,956)
TOTAL NET POSITION OF GOVERNMENTAL ACTIVITIES		**$ 321,774,830**

The accompanying notes are an integral part of these statements.

CITY OF LA CROSSE, WISCONSIN

STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES

GOVERNMENTAL FUNDS

YEAR ENDED DECEMBER 31, 2024

	GENERAL FUND	FEDERAL GRANTS	HUD GRANTS	DEBT SERVICE FUND	TOTAL NONMAJOR GOVERNMENTAL FUNDS	TOTAL GOVERNMENTAL FUNDS
REVENUE						
Taxes	$ 42,565,441	$ -	$ -	$ 1,743,124	$ 15,005,647	$ 59,314,212
Special assessment	-	-	-	-	222,984	222,984
Intergovernmental	22,797,242	-	1,163,285	-	13,992,307	37,952,834
Licenses and permits	1,944,819	-	-	-	753,096	2,697,915
Fines, forfeits, and penalties	811	-	-	-	800,547	801,358
Public charges for services	2,582,397	-	1,025,393	-	7,451,537	11,059,327
Intergovernmental charges for services	1,218,657	-	-	-	475,236	1,693,893
Miscellaneous	2,475,293	-	37,723	1,340,604	3,273,894	7,127,514
Change in fair value of investments	462,361	-	-	-	45,000	507,361
TOTAL REVENUE	74,047,021	-	2,226,401	3,083,728	42,020,248	121,377,398
EXPENDITURES						
Current						
General government	9,825,588	-	-	71,951	3,054,935	12,952,474
Public safety	28,314,119	-	-	-	1,137,253	29,451,372
Public works	9,656,086	-	-	-	7,051,854	16,707,940
Health and human services	-	-	-	-	170,110	170,110
Culture, recreation, and education	14,310,005	-	-	-	7,239,703	21,549,708
Conservation and development	369,259	-	2,000,588	-	2,241,328	4,611,175
Debt service						
Principal	353,887	-	-	12,371,039	2,607,351	15,332,277
Interest	402	-	-	3,136,443	213,152	3,349,997
Other	-	-	-	178,019	-	178,019
Capital outlay	411,944	-	-	-	35,515,875	35,927,819
TOTAL EXPENDITURES	63,241,290	-	2,000,588	15,757,452	59,231,561	140,230,891
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	10,805,731	-	225,813	(12,673,724)	(17,211,313)	(18,853,493)
OTHER FINANCING SOURCES (USES)						
Transfers in	2,559,642	-	47,468	11,233,107	12,437,058	26,277,275
Transfers (out)	(9,507,310)	-	-	-	(16,873,111)	(26,380,421)
Sale of capital assets	631,066	-	11,425	102,228	588,589	1,333,308
Lease proceeds	-	-	-	-	30,595	30,595
Issuance of long-term debt	-	-	-	84,353	18,907,261	18,991,614
Subscription-based IT arrangements	45,862	-	-	-	-	45,862
Premium on long-term debt	-	-	-	1,871,691	-	1,871,691
TOTAL OTHER FINANCING SOURCES (USES)	(6,270,740)	-	58,893	13,291,379	15,090,392	22,169,924
NET CHANGE IN FUND BALANCE	4,534,991	-	284,706	617,655	(2,120,921)	3,316,431
FUND BALANCE - BEGINNING OF YEAR, AS PREVIOUSLY STATED	21,145,491	279,349	781,036	18,527,201	50,453,503	91,186,580
CHANGE WITHIN THE REPORTING ENTITY	-	(279,349)	-	-	279,349	-
FUND BALANCE - BEGINNING OF YEAR, AS RESTATED	21,145,491	-	781,036	18,527,201	50,732,852	91,186,580
FUND BALANCE - END OF YEAR	**$ 25,680,482**	**$ -**	**$ 1,065,742**	**$ 19,144,856**	**$ 48,611,931**	**$ 94,503,011**

The accompanying notes are an integral part of these statements.

CITY OF LA CROSSE, WISCONSIN

RECONCILIATION OF STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2024

Net change in fund balances - total governmental funds		$ 3,316,431
Amounts reported for governmental activities in the statement of activities are different because:		
The acquisition of capital assets are reported in the governmental funds as expenditures. However, for governmental activities those costs are shown in the statement of net position and allocated over their estimated useful lives as annual depreciation expense in the statement of activities.		
Capital outlay reported in governmental fund statements	$ 35,927,819	
Less noncapitalized outlay	(13,936,634)	
Depreciation and amortization expense reported in the statement of activities	(9,562,893)	
Less cost of capital assets disposed	(725,392)	
Amount by which capital outlays are greater than depreciation in the current period:		11,702,900
The proceeds from long-term obligations are reported in the governmental funds as a source of financing. In the statement of net position however, long-term obligations are not reported as a financing source, but rather constitute a long-term liability.		(19,068,071)
Certain employee benefits are reported in the governmental funds when amounts are paid. The statement of activities reports the value of benefits earned during the year.		
This year the accrual of these benefits increased by:		(381,556)
Certain revenue is unavailable in the governmental funds because it is not available to pay current period expenditures. In the statement of activities these are recorded as revenue in the current year:		3,343,390
Wisconsin Retirement System pension asset, deferred outflows of resources, and deferred inflows of resources changes:		1,272,441
Wisconsin Retirement System LRLIF deferred outflows of resources, liability, and deferred inflows of resources changes:		(301,315)
Other post-employment benefits deferred outflows of resources, liability, and deferred inflows of resources changes:		3,852,327
Repayment of principal on long-term debt is reported in the governmental funds as an expenditure, but is reported as a reduction in long-term debt in the statement of net position and does not affect the statement of activities.		
The amount of long-term debt principal payments in the current year is:		15,332,277
Governmental funds report the effect of debt discounts and premiums when debt is first issued, whereas, these amounts are deferred and amortized in the statement of activities.		
The net effect of these differences in the current year:		(1,443,921)
Net change due to internal services funds incorporated into the statement of activities:	$ (2,912,001)	
Transfers from business-type funds for internal service fund activity:	439,712	(2,472,289)
In governmental funds interest payments and other debt costs on outstanding debt are reported as an expenditure when paid. In the statement of activities it is reported as it accrues.		
The amount of interest and other debt costs paid during the current period	$ 1,215,841	
The amount of interest and other debt costs accrued during the current period	(1,392,156)	
Interest paid is less than interest accrued by:		(176,315)
CHANGE IN NET POSITION - GOVERNMENTAL ACTIVITIES		**$ 14,976,299**

The accompanying notes are an integral part of these statements.

CITY OF LA CROSSE, WISCONSIN
STATEMENT OF NET POSITION - PROPRIETARY FUNDS
DECEMBER 31, 2024

ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	BUSINESS-TYPE ACTIVITIES							GOVERNMENTAL ACTIVITIES
	AIRPORT	PARKING	SEWER	WATER	STORM	NONMAJOR SANITARY DISTRICT	TOTALS	INTERNAL SERVICE
ASSETS								
CURRENT ASSETS								
Cash and investments	$ 7,819,035	$ 2,479,426	$ 4,817,417	$ 5,416,113	$ -	$ 315,278	$ 20,847,269	$ 13,681,481
Accounts receivable								-
Customer	160,413	1,074,842	2,876,815	1,328,337	417,797	70,314	5,928,518	829,811
Other	-	9,412	49,944	57,747	16,229	-	133,332	-
Taxes	-	175,324	370,819	280,361	106,041	-	932,545	-
Due from other governments	-	7	3,096	621	-	-	3,724	10,669
Inventories	17,216	-	6	575,738	-	-	592,960	202,211
Prepaids	523,632	558	5,403	20,852	2,947	-	553,392	26,478
Restricted cash								
Cash	800,835	-	9,611,104	134,738	-	-	10,546,677	47,012
TOTAL CURRENT ASSETS	9,321,131	3,739,569	17,734,604	7,814,507	543,014	385,592	39,538,417	14,797,662
NONCURRENT ASSETS								
Capital assets (net of accumulated depreciation/amortization)								
Capital assets not being depreciated	24,971,681	3,807,212	68,862,810	4,213,842	2,997,197	-	104,852,742	-
Capital assets being depreciated	46,171,138	38,150,636	37,128,391	33,237,291	20,363,296	291,368	175,342,120	-
SBITA assets being amortized	-	-	622	622	622	-	1,866	-
NET CAPITAL ASSETS	71,142,819	41,957,848	105,991,823	37,451,755	23,361,115	291,368	280,196,728	-
Other assets								
Special assessments receivable	-	-	-	4,528	-	-	4,528	-
Other property	-	-	-	3,375	-	-	3,375	-
Leases receivable	2,197,903	-	-	-	-	-	2,197,903	-
Advances to other funds	-	1,000,000	20,728	202,364	-	-	1,223,092	150,000
TOTAL OTHER ASSETS	2,197,903	1,000,000	20,728	210,267	-	-	3,428,898	150,000
TOTAL NONCURRENT ASSETS	73,340,722	42,957,848	106,012,551	37,662,022	23,361,115	291,368	283,625,626	150,000
TOTAL ASSETS	82,661,853	46,697,417	123,747,155	45,476,529	23,904,129	676,960	323,164,043	14,947,662
DEFERRED OUTFLOWS OF RESOURCES								
Wisconsin Retirement System pension	593,377	429,195	781,857	1,057,518	407,593	-	3,269,540	-
Wisconsin Retirement System LRLIF	-	35,135	63,567	107,852	37,188	-	243,742	-
OPEB healthcare	8,344	18,508	16,087	59,556	-	-	102,495	-
TOTAL DEFERRED OUTFLOWS OF RESOURCES	601,721	482,838	861,511	1,224,926	444,781	-	3,615,777	-
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	**$ 83,263,574**	**$ 47,180,255**	**$ 124,608,666**	**$ 46,701,455**	**$ 24,348,910**	**$ 676,960**	**$ 326,779,820**	**$ 14,947,662**

(Continued on page 28)

The accompanying notes are an integral part of these statements.

CITY OF LA CROSSE, WISCONSIN

STATEMENT OF NET POSITION - PROPRIETARY FUNDS - Continued

DECEMBER 31, 2024

LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION	BUSINESS-TYPE ACTIVITIES							GOVERNMENTAL ACTIVITIES
	AIRPORT	PARKING	SEWER	WATER	STORM	NONMAJOR SANITARY DISTRICT	TOTALS	INTERNAL SERVICE
LIABILITIES								
CURRENT LIABILITIES								
Accounts payable	$ 129,337	$ 28,304	$ 1,600,226	$ 603,862	$ 218,309	$ 2	$ 2,580,040	$ 6,444,261
Accrued liabilities								
Payroll	49,146	37,056	76,160	73,365	22,170	-	257,897	26,362
Interest	21,093	92,708	198,364	-	-	-	312,165	-
Other	-	-	-	-	-	134	134	730,457
Due to other funds	-	-	-	900,886	40,714	-	941,600	32,864
Unearned revenue - other	-	-	-	-	-	-	-	44,309
Current portion of long-term obligations	380,793	948,085	3,615,789	579,009	-	-	5,523,676	-
TOTAL CURRENT LIABILITIES	580,369	1,106,153	5,490,539	2,157,122	281,193	136	9,615,512	7,278,253
NONCURRENT LIABILITIES								
Long-term obligations	2,081,726	11,718,020	62,304,836	2,017,473	149,102	-	78,271,157	-
Advances from other funds	-	-	-	-	-	-	-	150,000
TOTAL NONCURRENT LIABILITIES	2,081,726	11,718,020	62,304,836	2,017,473	149,102	-	78,271,157	150,000
TOTAL LIABILITIES	2,662,095	12,824,173	67,795,375	4,174,595	430,295	136	87,886,669	7,428,253
DEFERRED INFLOWS OF RESOURCES								
Unavailable revenue - tax roll	-	175,324	-	-	-	-	175,324	-
Leases	2,084,563	-	-	-	-	-	2,084,563	-
Wisconsin Retirement System pension	350,947	253,843	462,422	625,459	241,067	-	1,933,738	-
Wisconsin Retirement System LRLIF	-	60,881	110,146	186,881	64,438	-	422,346	-
OPEB healthcare	41,235	91,461	79,498	294,312	-	-	506,506	-
TOTAL DEFERRED INFLOWS OF RESOURCES	2,476,745	581,509	652,066	1,106,652	305,505	-	5,122,477	-
NET POSITION								
Net investment in capital assets	69,010,953	29,950,061	40,934,525	36,981,369	23,361,115	291,368	200,529,391	-
Restricted for other	800,835	-	9,611,104	134,738	-	-	10,546,677	47,012
Unrestricted	8,312,946	3,824,512	5,615,596	4,304,101	251,995	385,456	22,694,606	7,472,397
TOTAL NET POSITION	78,124,734	33,774,573	56,161,225	41,420,208	23,613,110	676,824	233,770,674	7,519,409
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	**$ 83,263,574**	**$ 47,180,255**	**$ 124,608,666**	**$ 46,701,455**	**$ 24,348,910**	**$ 676,960**	**$ 326,779,820**	**$ 14,947,662**

Net position - total enterprise funds	$ 233,770,674
Adjustment to reflect the consolidation of internal service activities related to enterprise funds	1,190,833
NET POSITION OF BUSINESS-TYPE ACTIVITIES	**$ 234,961,507**

The accompanying notes are an integral part of these statements.

CITY OF LA CROSSE, WISCONSIN

STATEMENT OF REVENUE, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
YEAR ENDED DECEMBER 31, 2024

	BUSINESS-TYPE ACTIVITIES							GOVERNMENTAL ACTIVITIES
	AIRPORT	PARKING	SEWER	WATER	STORM	NONMAJOR SANITARY DISTRICT	TOTALS	INTERNAL SERVICE
OPERATING REVENUE								
Charges for services	$ 2,921,996	$ 2,240,788	$ 15,010,064	$ 6,300,468	$ 2,317,744	$ 87,959	$ 28,879,019	$ -
Interdepartmental sales	-	-	-	-	-	-	-	14,434,410
Forfeited discounts	-	-	-	63,068	-	-	63,068	-
Other revenue	41,579	5,567	137,642	250,737	18,130	-	453,655	1,470,639
TOTAL OPERATING REVENUE	2,963,575	2,246,355	15,147,706	6,614,273	2,335,874	87,959	29,395,742	15,905,049
OPERATING EXPENSES								
Plant and maintenance expenses:								
Salaries and wages	1,286,495	1,024,058	1,997,245	1,389,191	841,616	-	6,538,605	938,585
Power	-	-	-	317,925	-	-	317,925	-
Chemicals	-	-	-	81,371	-	-	81,371	-
Supplies and expenses	312,227	113,185	3,235,692	754,103	405,093	55,809	4,876,109	1,047,836
Repairs and maintenance	391,865	178,919	639,987	195,566	204,112	9,815	1,620,264	-
TOTAL PLANT AND MAINTENANCE EXPENSES	1,990,587	1,316,162	5,872,924	2,738,156	1,450,821	65,624	13,434,274	1,986,421
General expenses:								
Office supplies and other expenses	10,233	11,093	23,604	72,413	4,042	207	121,592	190,270
Outside services employed	441,868	357,005	889,593	336,061	296,091	25,742	2,346,360	60,125
Insurance expense	129,228	89,037	137,736	32,280	11,634	-	399,915	2,602,803
Employee benefits	-	-	-	60,574	-	-	60,574	14,485,076
Miscellaneous general expenses	1,219	11,313	192,601	108,668	50,340	-	364,141	-
Transportation	89,904	32,077	19,069	53	6,239	-	147,342	-
TOTAL GENERAL EXPENSES	672,452	500,525	1,262,603	610,049	368,346	25,949	3,439,924	17,338,274
Depreciation	1,876,367	1,310,604	1,222,556	1,308,273	377,795	1,978	6,097,573	-
Amortization	-	-	13,159	13,159	13,159	-	39,477	-
Taxes	59,660	45,909	129,034	102,672	38,566	-	375,841	-
TOTAL OPERATING EXPENSES	4,599,066	3,173,200	8,500,276	4,772,309	2,248,687	93,551	23,387,089	19,324,695
OPERATING INCOME (LOSS)	(1,635,491)	(926,845)	6,647,430	1,841,964	87,187	(5,592)	6,008,653	(3,419,646)
NONOPERATING REVENUE (EXPENSES)								
Interest income	383,645	140,584	393,886	258,877	57,318	12,612	1,246,922	507,645
Miscellaneous revenue	4,616	-	(70,327)	71,203	79	-	5,571	-
Sale of capital assets	14,640	(5,150)	(3,857)	-	-	-	5,633	-
Interest expense	(79,206)	(401,429)	(1,061,158)	(21,793)	(17)	-	(1,563,603)	-
Amortization	-	36,662	-	-	-	-	36,662	-
TOTAL NONOPERATING REVENUE (EXPENSES)	323,695	(229,333)	(741,456)	308,287	57,380	12,612	(268,815)	507,645
INCOME (LOSS) BEFORE TRANSFERS AND CONTRIBUTIONS	(1,311,796)	(1,156,178)	5,905,974	2,150,251	144,567	7,020	5,739,838	(2,912,001)
TRANSFERS IN (OUT)	-	1,023,031	(90,156)	(901,621)	71,892	-	103,146	-
CAPITAL CONTRIBUTIONS	2,550,859	-	-	-	-	-	2,550,859	-
CHANGE IN NET POSITION	1,239,063	(133,147)	5,815,818	1,248,630	216,459	7,020	8,393,843	(2,912,001)
NET POSITION - BEGINNING OF YEAR, AS PREVIOUSLY STATED	76,900,920	33,916,045	50,362,345	40,202,677	23,396,651	669,804	225,448,442	10,431,410
CHANGE IN ACCOUNTING PRINCIPLE	(15,249)	(8,325)	(16,938)	(31,099)	-	-	(71,611)	-
NET POSITION - BEGINNING OF YEAR, AS RESTATED	76,885,671	33,907,720	50,345,407	40,171,578	23,396,651	669,804	225,376,831	10,431,410
NET POSITION - END OF YEAR	**$ 78,124,734**	**$ 33,774,573**	**$ 56,161,225**	**$ 41,420,208**	**$ 23,613,110**	**$ 676,824**	**$233,770,674**	**$ 7,519,409**

The accompanying notes are an integral part of these statements.

CITY OF LA CROSSE, WISCONSIN
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
YEAR ENDED DECEMBER 31, 2024

	BUSINESS-TYPE ACTIVITIES							GOVERNMENTAL ACTIVITIES
	AIRPORT	PARKING	SEWER	WATER	STORM	NONMAJOR SANITARY DISTRICT	TOTALS	INTERNAL SERVICE
CASH FLOWS FROM OPERATING ACTIVITIES								
Receipts from customers	$ 3,015,198	$ 2,107,127	$ 13,411,587	$ 5,539,238	$ 2,331,563	$ 84,199	$ 26,488,912	$ 1,440,546
Receipts from municipality	-	(7)	706,771	1,166,980	39,587	-	1,913,331	14,475,528
Payments to suppliers for goods and services	(1,549,210)	(849,105)	(6,372,470)	(6,530,714)	(2,538,134)	(91,571)	(17,931,204)	(4,495,378)
Payments for employees wages and benefits	(1,452,807)	(1,093,603)	(2,123,584)	(1,783,121)	(875,949)	-	(7,329,064)	(15,397,299)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	13,181	164,412	5,622,304	(1,607,617)	(1,042,933)	(7,372)	3,141,975	(3,976,603)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES								
Transfer from (to) governmental funds	-	1,023,031	(90,156)	(901,621)	71,892	-	103,146	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES								
Acquisition of property, plant and equipment	(1,845,791)	(206,058)	(8,880,535)	(375,718)	(1,466,688)	-	(12,774,790)	-
Retirement of long-term debt	(466,737)	(767,887)	(2,756,093)	(188,397)	(13,306)	-	(4,192,420)	-
Issuance of long-term debt	-	143,813	15,583,593	-	-	-	15,727,406	-
Interest paid	(81,844)	(408,229)	(999,447)	(22,136)	(360)	-	(1,512,016)	-
Contributed capital	2,550,859	-	-	-	-	-	2,550,859	-
Advances from other funds, net	-	-	-	-	-	-	-	150,000
NET CASH PROVIDED BY (USED IN) CAPITAL AND RELATED FINANCING ACTIVITIES	156,487	(1,238,361)	2,947,518	(586,251)	(1,480,354)	-	(200,961)	150,000
CASH FLOWS FROM INVESTING ACTIVITIES								
Interest received	387,430	177,246	393,886	258,877	57,318	12,612	1,287,369	507,645
Advance to other funds, net	-	-	-	-	-	-	-	(150,000)
NET CASH PROVIDED BY INVESTING ACTIVITIES	387,430	177,246	393,886	258,877	57,318	12,612	1,287,369	357,645
NET CHANGE IN CASH AN CASH EQUIVALENTS	557,098	126,328	8,873,552	(2,836,612)	(2,394,077)	5,240	4,331,529	(3,468,958)
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	8,062,772	2,353,098	5,554,969	8,387,463	2,394,077	310,038	27,062,417	17,197,451
CASH AND CASH EQUIVALENTS - END OF YEAR	**$ 8,619,870**	**$ 2,479,426**	**$ 14,428,521**	**$ 5,550,851**	**$ -**	**$ 315,278**	**$ 31,393,946**	**$ 13,728,493**
Reconciliation of operating income (loss) to net cash provided by (used in) operatng activities								
Operating (loss) income	$ (1,635,491)	$ (926,845)	$ 6,647,430	$ 1,841,964	$ 87,187	$ (5,592)	$ 6,008,653	$ (3,419,646)
Adjustments to reconcile operating income (loss) to net cash flows from operating activities								
Depreciation	1,876,367	1,310,604	1,235,715	1,321,432	390,954	1,978	6,137,050	-
Changes in assets and liabilities								
Decrease (increase) in assets								
Receivables - customers	51,623	(136,393)	(868,627)	68,072	19,367	(3,760)	(869,718)	(391,731)
Receivables - other	-	(2,835)	(157,625)	(30,369)	(23,678)	-	(214,507)	-
Due from other governments	-	(7)	(3,096)	(621)	-	-	(3,724)	(10,669)
Inventories	(3,674)	-	-	157,408	-	-	153,734	(66,951)
Prepaid expenses	(22,834)	4,915	(1,381)	(6,872)	(2,023)	-	(28,195)	(14,379)
Leases receivable	278,347	-	-	-	-	-	278,347	-
Wisconsin Retirement System pension	(12,917)	(13,943)	(15,871)	(101,645)	(52,712)	-	(197,088)	-
Wisconsin Retirement System LRLIF	(117,944)	16,991	15,938	(17,881)	9,932	-	(92,964)	-
OPEB healthcare	(54,217)	(90,017)	(176,947)	(225,144)	-	-	(546,325)	-
Decrease (increase) in liabilities								
Accounts payable	22,803	(15,482)	(1,103,773)	(4,680,138)	(1,519,994)	2	(7,296,582)	(486,912)
Payroll payable	11,603	12,572	21,816	19,955	8,447	-	74,393	26,362
Other accrued expenses	7,163	4,852	28,725	(8,641)	-	-	32,099	354,459
Due to other funds	-	-	-	54,863	40,714	-	95,577	32,864
Deferred inflows of resources - leases	(387,648)	-	-	-	-	-	(387,648)	-
Due to other governments	-	-	-	-	(1,127)	-	(1,127)	-
Total adjustments	1,648,672	1,091,257	(1,025,126)	(3,449,581)	(1,130,120)	(1,780)	(2,866,678)	(556,957)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	**$ 13,181**	**$ 164,412**	**$ 5,622,304**	**$ (1,607,617)**	**$ (1,042,933)**	**$ (7,372)**	**$ 3,141,975**	**$ (3,976,603)**
CASH AND CASH EQUIVALENTS AT END OF YEAR								
Cash and investments	$ 7,819,035	$ 2,479,426	$ 4,817,417	$ 5,416,113	$ -	$ 315,278	$ 20,847,269	$ 13,681,481
Restricted cash	800,835	-	9,611,104	134,738	-	-	10,546,677	47,012
TOTAL CASH AND CASH EQUIVALENTS	**$ 8,619,870**	**$ 2,479,426**	**$ 14,428,521**	**$ 5,550,851**	**$ -**	**$ 315,278**	**$ 31,393,946**	**$ 13,728,493**

The accompanying notes are an integral part of these statements.

CITY OF LA CROSSE, WISCONSIN
STATEMENT OF NET POSITION
FIDUCIARY FUND
DECEMBER 31, 2024

ASSETS	CUSTODIAL FUNDS
Cash and investments	$ 35,543,697
Taxes receivable	17,091,161
Accounts receivable	2,587
TOTAL ASSETS	**$ 52,637,445**
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION	
LIABILITIES	
Accounts payable	$ 235,908
Due to other governments	35,205,888
Due to others	121,795
TOTAL LIABILITIES	35,563,591
DEFERRED INFLOWS OF RESOURCES	
Property taxes levied for subsequent year	17,091,161
NET POSITION	
Restricted for other governments	(17,307)
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION	**$ 52,637,445**

The accompanying notes are an integral part of these statements.

CITY OF LA CROSSE, WISCONSIN
STATEMENT OF CHANGES IN NET POSITION
FIDUCIARY FUND
YEAR ENDED DECEMBER 31, 2024

	CUSTODIAL FUNDS
ADDITIONS	
Collections for other governments	$ 54,377,332
DEDUCTIONS	
Payments to other governments	54,377,332
Payments to others	4
TOTAL DEDUCTIONS	54,377,336
CHANGE IN NET POSITION	(4)
NET POSITION - BEGINNING OF YEAR	(17,303)
NET POSITION - END OF YEAR	**$ (17,307)**

The accompanying notes are an integral part of these statements.

CITY OF LA CROSSE, WISCONSIN

NOTES TO THE BASIC FINANCIAL STATEMENTS

NOTE 1 - Summary of Significant Accounting Policies

The financial statements of the City of La Crosse (the "City") have been prepared in conformity with generally accepted accounting principles (GAAP), as applied to government units.

The Governmental Accounting Standards Boards (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The significant accounting principles and policies utilized by the City are described below.

Reporting Entity

The City was incorporated under the provisions of Chapter 280, Laws of Wisconsin, 1883. The City operates under a Council-Mayor form of government and provides the following services as authorized by its charter: public safety (police and fire), highways and streets, sanitation, health and social services, culture-recreation, education, public improvements, planning and zoning, and general administrative services.

The City's basic financial statements include one component unit, as defined in GASB 14 and amended by GASB 39 and GASB 61.

The basis criterion for including a legally separate organization as a component unit is the degree of financial accountability the City has with the organization. A financial benefit or burden relationship needs to be present between the primary government and that organization for it to be included in the reporting entity as a component unit. The following circumstances set forth the City's financial accountability for a legally separate organization:

a) The City is financially accountable if it appoints a voting majority of the Organization's governing body and (1) it is able to impose its will on that organization, or (2) there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on the City.

b) The City may be financially accountable if an organization is fiscally dependent on the City regardless of whether the organization has (1) a separately elected governing board, (2) a governing board appointed by a higher level of government, or (3) a jointly appointed governing board.

In addition, the primary government may determine, through exercise of management's professional judgment, that the inclusion of an organization that does not meet the financial accountability criteria is necessary in order to prevent the reporting entity's financial statements from being misleading.

Discretely Presented Component Unit: The Redevelopment Authority of the City of La Crosse carries out blight eliminations, slum clearance, and urban renewal projects. The Authority consists of seven members who service five-year terms, with one member being a common council member. The members must be residents of the City of La Crosse. Members are appointed by the Mayor, subject to approval by four-fifths of the Council. Current audited financial information is included in the City's financial statements. A separate audited financial statement was not issued.

This report includes all of the funds of the City. The reporting entity for the City is based upon criteria established by Governmental Accounting Standards Board. All functions of the City for which it exercises oversight responsibility are included. The oversight responsibility includes, but is not limited to, financial interdependency, selection of governing authority, designation of management, ability to significantly influence operations, accountability for fiscal matters and special financing relationships. The report contains the La Crosse Public Library, La Crosse Center, La Crosse Municipal Airport, La Crosse Water Utility, Tax Incremental Districts No. 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21 and other funds and departments which are part of the City.

NOTE 1 - Summary of Significant Accounting Policies - Continued

The financial statements exclude the accounts of the City of La Crosse Housing Authority (the "Housing Authority"). The Housing Authority is a separate legal entity that administers federal and state funds to improve housing conditions in the City. Although the Governing Board is appointed by the Mayor and approved by the City Council, the City does not have the ability to impose its will on the Housing Authority nor does a financial benefit or burden exist with the Housing Authority. The grantor agencies and Housing Authority Board control the management, budget, and policies of the Housing Authority.

The financial statements also exclude the accounts of the La Crosse Public Schools and Winding Rivers Library System because these entities operate with separate governing boards that are not under the control or oversight of the City.

Basis of Presentation

Government-Wide Financial Statements

While separate government-wide and fund financial statements are presented, they are interrelated. The governmental activities column incorporates data from governmental funds and internal service funds, while business-type activities incorporate data from the government's proprietary funds. Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments in lieu of taxes where the amounts are reasonably equivalent in value to the interfund services provided and other charges between the government's water and sewer functions and various other functions of the government. Elimination of these charges would distort the direct costs and program revenue reported for the various functions concerned.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenue. Direct expenses are those that are clearly identifiable with a specific function or segment. The City does not allocate indirect expenses to functions in the statement of activities. Program revenue includes 1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not included among program revenue are reported as general revenue.

Fund Financial Statements

The fund financial statements provide information about the government's funds, including its fiduciary funds. Separate statements for each fund category -governmental, proprietary, and fiduciary- are presented. The emphasis of fund financial statements is on major governmental and proprietary funds, each displayed in a separate column. All remaining governmental and proprietary funds are aggregated and reported as nonmajor funds. Major individual governmental and proprietary funds are reported as separate columns in the fund financial statements. A fund is considered major if it is the primary operating fund of the City or meets the following criteria:

a. Total assets, liabilities, revenue, or expenditures/expenses of that individual governmental or enterprise fund are at least 10 percent of the corresponding total for all funds of that category or type, and

NOTE 1 - Summary of Significant Accounting Policies - Continued

b. The same element of the individual governmental fund or enterprise fund that met the 10 percent test is at least 5 percent of the corresponding total for all governmental and enterprise funds combined.

c. In addition, any other governmental or proprietary fund that the City believes is particularly important to financial statement users may be reported as a major fund.

The City reports the following major governmental funds:

General Fund - The General Fund is used to account for all financial resources, except those required to be accounted for in another fund.

HUD Grants Fund - The HUD Grants Fund is used to account for revenue and expenditures of Community Development Block Grant Funds and HOME Partnership program funds.

Debt Service Fund - The Debt Service Fund is used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest, and related costs.

The City reports the following major proprietary funds:

Municipal Airport - This fund accounts for the operation, maintenance, and construction projects related to the airport.

Parking Utility - This fund is used to account for the operation, maintenance, and construction of the City's parking facilities as well as on-street parking.

Water Utility - All activities necessary to provide water services to residents of the City and outlaying areas. Fund activities include administration, billing and collection, operations, maintenance, and financing.

Sewer Utility - This fund is used to account for sewage fees, collected from customers connected to the City's sewer system and for all expenses of operating this system.

Storm Utility - This fund is used to account for storm water fees, collected from consumers based on equivalent run-off units, and for all expenses of operating the system.

Additionally, the City reports the following fund types:

Internal Service Funds - Internal Service Funds are used to account for funds that provide goods and services to other funds and departments within the City. The City has established seven internal service funds that are used to provide liability self-insurance, workers' compensation self-insurance, stockroom services, health self-insurance, Section 125 flex spending, fuel management, and payroll liabilities.

Fiduciary Custodial Fund Types - Custodial Funds are used to account for assets held by the City in a trustee capacity, or as an agent for individual, private organizations, other governments, and/or other funds.

NOTE 1 - Summary of Significant Accounting Policies - Continued

During the course of operations, the government has activity between funds for various purposes. Any residual balances outstanding at year end are reported as due from/to other funds and advances to/from other funds. While these balances are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Balances between the funds included in governmental activities are eliminated so that only the net amount is included as internal balances in the governmental activities column. Similarly, balances between the funds included in business-type activities are eliminated so that only the net amount is included as internal balances in the business-type activities column.

Further, certain activity occurs during the year involving transfers of resources between funds. In fund financial statements these amounts are reported at gross amounts as transfers in and out. While reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Transfers between the funds included in governmental activities are eliminated so that only the net amount is included as transfers in the governmental activities column. Similarly, balances between the funds included in business-type activities are eliminated so that only the net amount is included as transfers in the business-type activities column.

Measurement and Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenue is recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenue is recognized as soon as it is both measurable and available. Revenue is considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenue to be available if they are collected within 90 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, and claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes are recorded in the year levied as receivables and unavailable revenue. They are recognized as revenue in the succeeding year when services financed by the levy are being provided. Special assessments are recorded as revenue when they become measurable and available as current assets. Sales taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal period. Grants are recorded as revenue when all eligibility requirements are met, including any time requirements, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year end). Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year end). All other revenue items are considered to be measurable and available only when cash is received by the government.

NOTE 1 - Summary of Significant Accounting Policies - Continued

The proprietary funds and internal service funds are reported using the economic resources measurement focus and accrual basis of accounting. The agency fund has no measurement focus but utilizes the accrual basis of accounting for reporting its assets and liabilities.

The proprietary funds distinguish *operating* revenue and expenses from *nonoperating* items. Operating revenue and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenue of the water and sewer utilities are charges to customers for sales and services. Operating expenses for proprietary funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenue and expenses not meeting this definition are reported as nonoperating revenue and expenses.

Cash and Investments - Cash and investments, as classified in the statement of cash flows, consists of highly liquid investments with an initial maturity of three months or less.

Accounts Receivable - Accounts receivable are recorded at gross amounts. No allowance for uncollectible accounts has been provided since it is believed that the amount of such allowance would not be material. No provision for uncollectible accounts receivable has been made in the accompanying proprietary fund financial statements because the water and sewer utility has the right to place delinquent bills on the tax roll.

Due To/From Advance To/From Other Funds - During the course of operations, transactions occur between individual funds that may result in amounts owed between funds. Short-term interfund loans are reported as due to and from other funds. Long-term interfund loans (noncurrent portion) are reported as advances from and to other funds. In the governmental fund financial statements, advances to other funds are offset equally by a fund balance reserve account which indicates that they do not constitute expendable available financial resources and, therefore, are not available for appropriation. Eliminations have been made for amounts due to/from and advance to/from within the same fund type on the government-wide statements.

Interfund Transactions - Non-exchange transactions which are not borrowing/lending (will not be repaid) are recorded as transfers, and exchange transactions are recorded as revenue and expenditures or expenses.

Inventory - Inventory is priced at the lower of cost (first-in, first-out) or market. The costs of inventories are recorded as expenditures when consumed rather than when purchased. A nonspendable fund balance has been recognized in governmental funds for these non-liquid assets to signify a portion of fund balance is not available for other subsequent expenditures.

Prepaids - Cash payments benefiting future periods have been recorded as prepaid items. They will be reflected as expenditures or expenses when incurred in the subsequent year. A nonspendable fund balance has been recognized in governmental funds for these non-liquid assets to signify a portion of fund balance is not available for other subsequent expenditures.

Restricted Cash and Investments - Restricted cash and investments are restricted assets set aside for longer term goals. The City's restricted cash includes the following:

Airport - Passenger facility charges collections.
Sewer - Resources set aside for repairs and maintenance of the sewer plant as required by the Wisconsin Department of Natural Resources, and bond redemption.
Water - Proceeds from bonds.
Storm - Proceeds from bonds.

NOTE 1 - Summary of Significant Accounting Policies - Continued

Capital Assets - Capital assets, which include property, plant, equipment, and infrastructure, are reported at cost or estimated historical cost. Contributed assets are reported at estimated acquisition value at the time received. General infrastructure assets, such as roads, bridges, curbs, gutters, streets, sidewalks and drainage and lighting systems, acquired prior to January 1, 2003, are reported at estimated historical cost using deflated replacement cost. Capital assets are depreciated using the straight-line method. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Water, sewer, and storm water utility assets are being depreciated using rates prescribed by the Wisconsin Public Service Commission.

Major capital outlays for capital assets of business-type activities are included as part of the capitalized value of the assets constructed.

Capitalization thresholds and the estimated useful lives for the City are as follows:

Capital Asset Category	Capitalization Threshold	Estimated Useful Life
Infrastructure	$ 10,000	75
Land	-	N/A
Land improvements	10,000	10-100
Buildings/structures/building improvements	10,000	40-100
Machinery and equipment	10,000	5-100
Vehicles	10,000	10-30

Leases - The City is a lessor because it leases capital assets to other entities. The lease receivable is measured using the present value of payments to be received during the lease term. The corresponding deferred inflows of resources are recognized as inflows over the lease term.

Subscription-Based Information Technology Arrangements (SBITA) - The SBITA liability is measured using the present value of payments to be made during the subscription term. The corresponding intangible right-to-use capital asset is amortized over the shorter of the subscription term or the useful life.

Debt Premiums and Discounts - In the government-wide and proprietary fund financial statements, debt premiums and discounts are deferred and amortized over the life of the debt. Long-term debt is reported net of the applicable debt premium or discount.

In the fund financial statements, governmental fund types recognize premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums on debt issuance are reported as other financing sources while discounts on debt issuance are reported as other financing uses.

Compensated Absences - It is the City's policy to permit employees to accumulate earned but unused vacation, sick, and comp pay benefits. Vacation, sick, and compensation pay is accrued when benefits are considered more likely than not to be used or settled at separation in the government-wide and proprietary funds financial statements. Vacation, sick, and compensation pay that is expected to be liquidated with expendable available financial resources is reported as an expenditure and fund liability of the governmental fund that will pay it.

Pensions - The fiduciary net position of the Wisconsin Retirement System (WRS) has been determined using the flow of economic resources measurement focus and accrual basis of accounting. This includes for purposes of measuring the following:

- Net Pension Liability (Asset),
- Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions,
- Pension Expense (Revenue).

NOTE 1 - Summary of Significant Accounting Policies - Continued

Pensions - The fiduciary net position of the Wisconsin Retirement System (WRS) has been determined using the flow of economic resources measurement focus and accrual basis of accounting. This includes for purposes of measuring the following:

- Net Pension Liability (Asset),
- Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions,
- Pension Expense (Revenue).

Information about the fiduciary net position of the WRS and additions to/deductions from WRS' fiduciary net position have been determined on the same basis as they are reported by the WRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Other Post-Employment Benefits (OPEB) LRLIF - The fiduciary net position of the Local Retiree Life Insurance Fund (LRLIF) has been determined using the flow of economic resources measurement focus and the accrual basis of accounting. This includes for purposes of measuring following:

- Net OPEB Liability,
- Deferred Outflows of Resources and Deferred Inflows of Resources Related to Other Post-Employment Benefits, and
- OPEB Expense (Revenue).

Information about the fiduciary net position of the LRLIF and additions to/deductions from LRLIF's fiduciary net position have been determined on the same basis as they are reported by LRLIF. For this purpose, benefit payments (including refunds of member contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Other Post-Employment Benefits (OPEB) Healthcare - The fiduciary net position of the OPEB healthcare has been determined using the flow of economic resources measurement focus and the accrual basis of accounting. This includes for purposes of measuring the net OPEB liability, deferred outflows of resources, and deferred inflows of resources related to OPEB healthcare, OPEB healthcare expense, and information about the fiduciary net position of the OPEB healthcare and additions to/deductions from OPEB healthcare's fiduciary net position have been determined on the same basis. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Deferred Outflows and Inflows of Resources - In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. The separate financial statement element represents a consumption of net position that applies to future periods and will not be recognized as an outflow of resources (expense/ expenditure) until then. The City has three items that qualify for reporting in this category. They are the Wisconsin Retirement System pension, Wisconsin Retirement System Local Retire Life Insurance Fund (LRLIF), and OPEB healthcare and result from changes in their actuarial studies and are amortized over the average of the excepted remaining service lives of participants.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. The separate financial statement element represents an acquisition of net position which applies to future periods and so will not be recognized as an inflow of resources (revenue) until then. The City has five items that qualify for reporting in this category: Unavailable revenue, leases, Wisconsin Retirement System pension, LRLIF OPEB, and Healthcare OPEB. The unavailable revenue is from two sources: property taxes and special assessments. The unavailable revenue and leases are deferred and recognized as an inflow in the period the amount becomes available. The Wisconsin Retirement System pension, Wisconsin Retirement System LRLIF, and OPEB healthcare result from changes in their actuarial studies and are amortized over the average expected remaining service lives of participants.

NOTE 1 - Summary of Significant Accounting Policies - Continued

Claims and Judgments - They are recorded as liabilities if all the conditions of Governmental Accounting Standards Board pronouncements are met. Claims and judgments that would normally be liquidated with expendable available financial resources are recorded during the year as expenditures in the governmental funds. If they are not to be liquidated with expendable available financial resources, no liability is recognized in the governmental fund statements. The related expenditure is recognized when the liability is liquidated. Claims and judgments are recorded in the government-wide statements and proprietary funds as expenses when the related liabilities are incurred. There were no significant claims or judgments at year end.

Net Position Classifications - Net position represents the difference between the total assets and deferred outflows of resources and the total liabilities and deferred inflows of resources. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowings used for the acquisition, construction, or improvement for those assets. Net position is reported as restricted when there are limitations imposed on their use through external restrictions imposed by creditors, grantors or laws or regulations of other governments.

Fund Balance Classifications - The City classifies its fund equity as follows:

1. Nonspendable fund balance consists of equity not in a spendable form or is legally or contractually required to be maintained intact.

2. Restricted fund balance consists of equity constrained to specific purposes by their providers, externally imposed by creditors, constitutional provisions or by enabling legislation.

3. Committed fund balance consists of equity constrained to specific purposes by the City itself, using its highest level of decision making authority - City Council policies.

4. Assigned fund balance consists of equity the governing body intends to use for a specific purpose, intent can be expressed by the governing body. The City Council has authorized the Finance Director to assign fund balances through its financial management policy.

5. Unassigned fund balance consists of equity available for any purpose.

When net losses occur, it is the City's policy to record the net loss against committed fund balance, then assigned fund balance, and lastly to unassigned fund balance. The City applies restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position are available.

State and Federal Aids - State general and categorical aids are recognized as revenue in the entitlement year. Federal aids and certain state aids for reimbursable programs are recognized as revenue in the year related program expenditures are incurred. Aids received prior to meeting revenue recognition criteria are recorded as deferred revenue.

Use of Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent Events - The City evaluated subsequent events through July 31, 2025, the date which the financial statements were available to be issued.

Changes in Accounting Principle - As discussed in Note 17, the City has implemented GASB Statement No. 100, Accounting Changes and Error Corrections, and GASB Statement No. 101, Compensated Absences, in 2024.

NOTE 2 - Cash and Investments

State statutes permit the City and the Component Unit to invest available cash balances, other than debt service funds, in time deposits of authorized depositories, state obligations, U.S. Treasury obligations, U.S. agency issues, repurchase agreements and other investments secured by federal securities, high grade commercial paper, and the local government pooled-investment fund administered by the state investment board. Available balances in the Debt Service Fund may be invested in municipal obligations, obligations of the United States and the local government pooled-investment fund. No significant violations of these restrictions occurred during the year.

As of December 31, 2024, the City had the following investments:

INVESTMENT	WEIGHTED AVERAGE MATURITIES	FAIR VALUE
State of Wisconsin Investment Pool	Less than one year	$ 36,693,648
Government Securities	More than one year	45,848,273
Repurchase Agreements	Less than one year	29,977,195
Corporate Bonds	More than one year	8,805,910
Bond Mutual Funds	Less than one year	1,238,959
Equity Mutual Funds	Less than one year	618,309
TOTAL		**$ 123,182,294**

Determining Fair Value - The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets; level 2 inputs are significant other observable inputs; level 3 inputs are significant unobservable inputs. The City has the following recurring fair value measurement:

1) State of Wisconsin Local Government Investment Pool fair value is determined by the Pool's investment board based on published market quotations (level 2 inputs).

2) Government Securities, Corporate Bonds, and Bond and Equity Mutual Funds are determined based on published market quotations (level 1 inputs).

3) Deposits and investments with stated interest rates (saving accounts, CD, REPO) are stated at cost.

Investment Pool Information - Participation in the State of Wisconsin Local Government Investment Pool is voluntary. The Pool's regulatory oversight is provided by state statutes and its investment board. The fair value of the City's position in the Pool is the same as the value of the Pool shares. At December 31, 2024, the Pool's fair value was 100 percent of book value.

Income Allocation - Investment income is generally allocated to the fund that owns the investment.

Interest Rate Risk - State statutes limit investments in commercial paper, corporate bonds, and mutual bond funds to mature or may be tendered for purchase at the option of the holder within not more than seven years of the date acquired. The City has a formal investment policy that would further limit investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk - State statutes limit investments in commercial paper, corporate bonds, and mutual bond funds to the top two ratings issued by nationally recognized statistical rating organizations. The City's investment policy does not further limit its investment choices. All investments subject to credit risk had an S&P Rating of A- or higher and a Moody's Rating of A2 or higher as of December 31, 2024. The State of Wisconsin Investment Pool is not rated, however, the investments at all times consist solely of securities and instruments in which municipalities are permitted to invest.

NOTE 2 - Cash and Investments - Continued

Custodial Credit Risk - Deposits - Custodial credit is the risk that, in the event of a bank failure, the City's and the Component Unit's deposits may not be returned to it. As of December 31, 2024, $40,697,016 of the City's and the Component Unit's bank balance of $55,570,453 was exposed to custodial credit risk as follows:

Uninsured, collateral pledged by bank in City's and the Component Unit's name	**$ 40,697,016**

Custodial Credit Risk - Investments - Custodial credit is the risk that, in the event the failure of the counterparty, the City's investments may not be returned to it. As of December 31, 2024, $29,977,195 of the City's investments subject to custodial credit risk of $29,977,195 was exposed to custodial credit risk as follows:

Uninsured, collateral pledged by bank in City's name	**$ 29,977,195**

NOTE 3 - Property Taxes

Property taxes attach as an enforceable lien on property in December when the tax roll is certified. Taxes are levied on December 1 and are payable in four installments in January, March, May, and July, or are payable in full on January 31. The Component Unit has outstanding economic development loans. Special assessments, charges, and personal property taxes are payable in full on January 31. The City bills and collects its own property taxes and also taxes for the State, County, Area Technical College, and Area Public Schools until August 12, at which time all uncollected real estate taxes are turned over to the county for collection. Collection of the taxes and remittance of them to the appropriate entities are accounted for in the Property Tax Agency Fund. City property tax revenue is recognized in the year it is levied for and available for use. The 2024 tax roll (levied for 2025) has been set up as a receivable and offset by the amounts due to other governmental units and deferred tax roll revenue for the City's portion. Advance tax collections are offset against the receivable.

NOTE 4 - Rehabilitation Loans

The City has outstanding Urban Development Action Grant (UDAG) and Community Development Block Grant (CDBG) loans receivable with various businesses and homeowners. These loans are originally made from grant proceeds. The Component Unit has outstanding economic development loans. The loan agreements provide for various repayment options, including installment payments and payment in full upon transfer of the property secured by the loans. When the loans are repaid, the funds become the property of the City and are restricted for future rehabilitation loan projects.

The loans activity for the year was as follows:

	BALANCES 1/1/24	ADDITIONS	PAYMENTS, FOREGIVENESS & FORECLOSURES	BALANCES 12/31/24
PRIMARY GOVERNMENT				
Housing Rehabilitation	$ 13,500	$ -	$ (1,500)	$ 12,000
HOME Program	1,752,297	-	(27,598)	1,724,699
NSP Program	33,300	-	-	33,300
Replacement Housing	3,179,696	959,984	(24,543)	4,115,137
TID #11	67,392	-	-	67,392
TID #14	235,650	-	-	235,650
TID #15	295,292	-	(18,637)	276,655
Economic Development	3,487,547	1,511,127	(191,958)	4,806,716
TID #13	37,607	-	-	37,607
Residential Rehabilitation	4,091,735	264,283	(288,664)	4,067,354
TID #18	-	550,000	-	550,000
TOTAL	**$ 13,194,016**	**$ 3,285,394**	**$ (552,900)**	**$ 15,926,510**

NOTE 4 - Rehabilitation Loans - Continued

Interest receivable of $3,351,751 associated with these loans is included in the Accounts and Other Receivable line of the balance sheet.

COMPONENT UNIT	BALANCE 1/1/24	ADDITIONS	PAYMENTS FORGIVENESS FORECLOSURES	BALANCE 12/31/24
Economic Development	**$ 338,000**	**$ -**	**$ (38,000)**	**$ 300,000**

NOTE 5 - Leases Receivable

The City is the lessor in various noncancellable leases of land and buildings. The initial lease receivable is recorded using the rate stated in the lease or the City's incremental borrowing rate at the time of lease inception. The term of the lease includes all optional periods in which the City believes the lessee is reasonably certain to exercise the option. Leases with periodic percentage rent increases or flat rate rent increases that are specified in the lease terms are included in the measurement of the lease receivable. As of December 31, 2024, the City's leases receivable balance of $5,371,346 was comprised of the following:

GOVERNMENTAL ACTIVITIES

Five building or structure leases for which the City recognized $209,027 of lease revenue and $55,809 of interest revenue during the year, at interest rates ranging from 0.47% to 1.17%, with remaining lease terms ranging from 3 to 9 years.	$ 1,961,196
Nine land leases for which the City recognized $174,713 of lease revenue and $13,830 of interest revenue during the year, at interest rates ranging from 0.83 % to 1.50%, with remaining lease terms ranging from 5 to 18 years.	1,212,247
TOTAL GOVERNMENTAL ACTIVITIES	**$ 3,173,443**

BUSINESS-TYPE ACTIVITIES

Five building leases for which the City recognized $281,588 of lease revenue and $23,032 of interest revenue during the year, at interest rates ranging from 0.21% to 0.77%, with remaining lease terms ranging from 1 to 5 years.	$ 795,933
Two land leases for which the City recognized $43,658 of lease revenue and $24,623 of interest revenue during the year, at interest rates ranging from 0.33% to 1.75%, with remaining lease terms ranging from 2 to 35 years.	1,401,970
TOTAL BUSINESS-TYPE ACTIVITIES	**$ 2,197,903**

The leases receivable are expected to be received in subsequent years as follows:

YEARS	GOVERNMENTAL ACTIVITIES PRINCIPAL	GOVERNMENTAL ACTIVITIES INTEREST	BUSINESS-TYPE ACTIVITIES PRINCIPAL	BUSINESS-TYPE ACTIVITIES INTEREST
2025	$ 324,289	$ 74,277	$ 242,355	$ 42,005
2026	256,031	69,250	235,776	36,326
2027	277,558	54,159	232,485	30,475
2028	235,370	58,106	124,509	25,058
2029	222,931	52,931	13,314	23,756
2030-2034	1,071,260	188,983	91,220	114,525
2035-2039	574,887	73,346	139,837	104,523
2040-2044	211,117	9,002	200,458	89,765
2045-2049	-	-	275,600	69,094
2050-2054	-	-	368,276	41,112
2055-2059	-	-	274,073	7,574
	$ 3,173,443	**$ 580,054**	**$ 2,197,903**	**$ 584,213**

NOTE 6 - Capital Assets

Capital asset activity for the year ended December 31, 2024, was as follows:

GOVERNMENTAL ACTIVITIES

	BALANCES 1/1/24	ADDITIONS	RETIREMENTS	ADJUSTMENTS/ TRANSFERS	BALANCES 12/31/24
Capital assets not being depreciated:					
Land	$ 13,344,119	$ -	$ -	$ 1,492,975	$ 14,837,094
Construction in progress	58,720,175	21,891,668	-	(30,812,526)	49,799,317
Total capital assets not being depreciated	72,064,294	21,891,668	-	(29,319,551)	64,636,411
Capital assets being depreciated					
Buildings	135,308,886	-	(579,590)	9,905,970	144,635,266
Infrastructure	170,739,506	-	(109,813)	11,985,823	182,615,516
Improvements other than buildings	16,972,794	-	(25,710)	111,306	17,058,390
Machinery and equipment	82,069,087	42,655	(2,953,356)	7,316,452	86,474,838
Total capital assets being depreciated	405,090,273	42,655	(3,668,469)	29,319,551	430,784,010
Less accumulated depreciation for:					
Buildings	23,198,316	1,019,227	(2,219)	-	24,215,324
Infrastructure	65,262,743	4,810,267	(2,106,381)	-	67,966,629
Improvements other than buildings	6,869,406	53,630	-	-	6,923,036
Machinery and equipment	27,628,703	3,460,757	(834,477)	-	30,254,983
Total accumulated depreciation	122,959,168	9,343,881	(2,943,077)	-	129,359,972
Total capital assets being depreciated, net	282,131,105	(9,301,226)	(725,392)	29,319,551	301,424,038
Capital assets being amortized					
SBITA asset	649,768	56,862	-	-	706,630
Less accumulated amortization	(216,589)	(219,011)	-	-	(435,600)
Total capital assets being amortized, net of accumulated amortization	433,179	(162,149)	-	-	271,030
GOVERNMENTAL ACTIVITIES CAPITAL ASSETS, NET	**$ 354,628,578**	**$ 12,428,293**	**$ (725,392)**	**$ -**	**$ 366,331,479**

Depreciation and amortization expense for governmental activities was charged to functions as follows:

General Government	$ 3,056,812
Law Enforcement	430,895
Fire Protection	688,011
Transportation/Highway	1,378,504
Transit	819,258
Storm Sewer	60,064
Sanitation	8,128
Library	234,615
La Crosse Center	1,194,852
Parks and Recreation	1,472,742
Total	**$ 9,343,881**

NOTE 6 - Capital Assets - Continued

BUSINESS-TYPE ACTIVITIES

	BALANCES 1/1/24	ADDITIONS	RETIREMENTS	ADJUSTMENTS/ TRANSFERS	BALANCES 12/31/24
Capital assets not being depreciated:					
Land	$ 3,836,692	$ -	$ -	$ -	$ 3,836,692
Construction in progress	101,906,585	12,889,768	-	(13,780,303)	101,016,050
Total capital assets not being depreciated	105,743,277	12,889,768	-	(13,780,303)	104,852,742
Capital assets being depreciated					
Land improvements	3,986,194	-	-	-	3,986,194
Buildings	48,249,142	-	(26,673)	6,827,296	55,049,765
Equipment	18,990,435	772,081	(538,071)	473,123	19,697,568
Infrastructure	185,537,301	2,992,762	(628,920)	6,479,884	194,381,027
Total capital assets being depreciated	256,763,072	3,764,843	(1,193,664)	13,780,303	273,114,554
Less accumulated depreciation for:					
Land improvements	3,368,519	101,356	-	-	3,469,875
Buildings	16,911,379	1,150,094	(34,747)	-	18,026,726
Equipment	12,218,029	799,235	(295,883)	-	12,721,381
Infrastructure	59,887,414	4,276,064	(609,026)	-	63,554,452
Total accumulated depreciation	92,385,341	6,326,749	(939,656)	-	97,772,434
Total capital assets being depreciated, net accumulated depreciation	164,377,731	(2,561,906)	(254,008)	13,780,303	175,342,120
Capital assets being amortized:					
SBITA asset	80,817	-	-	-	80,817
Less accumulated amortization	(39,477)	(39,474)	-	-	(78,951)
Total capital assets being amortized, net of accumulated amortization	41,340	(39,474)	-	-	1,866
BUSINESS-TYPE ACTIVITIES CAPITAL ASSETS, NET OF ACCUMULATED DEPRECIATION	**$ 270,162,348**	**$ 10,288,388**	**$ (254,008)**	**$ -**	**$ 280,196,728**

Depreciation and amortization expense was charged to functions as follows:

Business-type activities	
Airport	$ 1,876,367
Parking Utility	1,310,604
Water Utility	1,714,837
Sewer Utility	1,045,168
Storm Utility	377,795
Sanitary Sewer Utility	1,978
	6,326,749
Less: Water Utility joint metering and clearing	(229,176)
TOTAL	**$ 6,097,573**

COMPONENT UNIT

	BALANCES 1/1/24	ADDITIONS	RETIREMENTS	BALANCES 12/31/24
Capital assets not being depreciated:				
Land	$ 9,090,000	$ -	$ (2,000,000)	$ 7,090,000
Construction in progress	11,922,527	9,761,312	(2,220,219)	19,463,620
TOTAL CAPITAL ASSETS NOT BEING DEPRECIATED	**$ 21,012,527**	**$ 9,761,312**	**$ (4,220,219)**	**$ 26,553,620**

NOTE 7 - Long-Term Obligations

Details of the City's long-term obligations are set forth below:

Summary of Long-Term Obligations

	BALANCES 1/1/24	ADDITIONS	PAYMENTS	AMOUNTS BALANCES 12/31/24	DUE WITHIN ONE YEAR
GOVERNMENTAL ACTIVITIES					
Bonds payable	$ 98,530,815	$18,185,000	$ (7,573,122)	$109,142,693	$ 9,044,222
Notes payable - direct borrowing	2,184,347	-	(547,253)	1,637,094	462,645
Notes payable - direct placement	19,494,149	-	(5,776,942)	13,717,207	2,701,223
Loan - direct placement	6,005,282	806,614	(1,222,160)	5,589,736	882,700
Leases	-	30,595	(1,917)	28,678	5,852
SBITAs	431,198	45,862	(210,883)	266,177	235,044
Premium	4,009,610	1,871,691	(427,770)	5,453,531	535,244
Net OPEB obligation	30,305,616	-	(4,425,132)	25,880,484	2,142,196
Wisconsin retirement system:					
Net pension liability	14,992,561	-	(10,838,443)	4,154,118	-
Net OPEB liability - LRLIF	3,400,467	646,507	-	4,046,974	-
Employee benefits:					
Vacation pay	1,275,457	73,733	-	1,349,190	1,349,190
Sick pay	2,810,204	276,330	-	3,086,534	3,086,534
Comp pay	157,205	31,494	-	188,699	188,699
TOTAL GOVERNMENTAL ACTIVITIES	**$183,596,911**	**$21,967,826**	**$ (31,023,622)**	**$174,541,115**	**$20,633,549**
BUSINESS-TYPE ACTIVITIES					
Bonds payable - Airport	$ 2,400,000	$ -	$ (425,000)	$ 1,975,000	$ 215,000
Bonds payable - Parking	11,960,000	-	(680,000)	11,280,000	710,000
Bonds payable - Water Utility	334,185	-	(86,878)	247,307	60,778
Notes payable - Water Utility - direct placement	85,851	-	(28,058)	57,793	28,777
Revenue bonds payable - Sewer Utility	51,965,509	15,198,753	(2,673,734)	64,490,528	3,212,244
Loan - direct placement	799,704	143,813	(218,957)	724,560	460,137
SBITAs	39,919	-	(39,919)	-	-
Premium	547,183	384,840	(39,874)	892,149	59,116
Net OPEB Obligation	3,269,426	-	(590,984)	2,678,442	372,046
Wisconsin retirement system:					
Net pension liability	1,175,936	-	(813,946)	361,990	-
Net OPEB liability - LRLIF	674,291	7,195	-	681,486	-
Employee benefits:					
Vacation pay	143,281	11,698	-	154,979	154,979
Sick pay	203,351	12,529	-	215,880	215,880
Comp pay	26,840	7,879	-	34,719	34,719
TOTAL BUSINESS-TYPE ACTIVITIES	**$ 73,625,476**	**$15,766,707**	**$ (5,597,350)**	**$ 83,794,833**	**$ 5,523,676**
COMPONENT UNIT					
Revenue bond payable - RDA	**$ 6,890,000**	**$ -**	**$ -**	**$ 6,890,000**	**$ -**

Employee benefits obligations are presented as a net change.

NOTE 7 - Long-Term Obligations - Continued

General Obligation Debt

All general obligation debt is secured by the full faith and credit and unlimited taxing powers of the City. The general obligation debt is expected to be repaid with general property taxes, special assessments, proprietary fund revenue, and tax increments (TIF). General obligation debt at December 31, 2024, is comprised of the following individual issues:

DESCRIPTION	ISSUE DATES	INTEREST RATES (%)	FINAL MATURITY	BALANCE 12/31/24
Bonds Payable				
GO Bonds Payable A	2012	2.000 - 3.000	2026	$ 740,000
GO Bonds Payable A	2013	2.000 - 2.200	2027	1,135,000
GO Bonds Payable A	2015	2.000 - 3.000	2029	640,000
GO Bonds Payable A	2017	3.000 - 5.000	2032	3,280,000
GO Bonds Payable B	2017	3.000 - 5.000	2032	1,975,000
GO Bonds Payable D	2017	3.000 - 3.500	2037	11,280,000
GO Bonds Payable A	2018	3.000 - 5.000	2033	2,355,000
GO Bonds Payable A	2019	2.125 - 5.000	2034	4,455,000
GO Bonds Payable A	2020	1.125. - 2.000	2035	4,900,000
GO Bonds Payable C	2020	0.750 - 2.350	2040	29,790,000
GO Refunding Bonds Payable D	2020	0.300 - 1.400	2031	5,055,000
GO Bonds Payable A	2021	1.670 - 4.000	2036	10,565,000
GO Bonds Payable A	2022	3.000 - 4.000	2037	10,225,000
GO Bonds Payable B	2022	3.000 - 4.000	2032	2,250,000
GO Bonds Payable A	2023	4.000	2038	10,925,000
GO Bonds Payable B	2023	4.000	2038	4,890,000
GO Bonds Payable A	2024	5.000	2039	18,185,000
TOTAL BONDS PAYABLE				122,645,000
Notes Payable				
State Trust Fund Loan 2015D - direct borrowing	2015	3.250	2025	40,092
State Trust Fund Loan 2015E - direct borrowing	2015	3.750	2030	375,295
GO Notes Payable A - direct placement	2016	2.000	2026	1,205,000
GO Notes Payable C - direct placement	2017	2.000 - 3.000	2027	545,000
State Trust Fund Loan 2017E - direct borrowing	2017	3.500	2027	275,942
GO Notes Payable B - direct placement	2018	3.000	2028	980,000
GO Notes Payable B - direct placement	2019	2.000 - 5.000	2029	735,000
GO Notes Payable B - direct placement	2020	1.125 - 2.000	2030	2,655,000
State Trust Fund Loan - TID 17	2020	2.500	2025	122,818
GO Anticipation Notes Payable - direct placement	2021	0.950	2026	2,130,000
GO Notes Payable B - direct placement	2021	1.000 - 2.000	2031	3,600,000
GO Notes Payable C - direct placement	2021	2.000 - 5.000	2031	1,925,000
State Trust Fund Loan	2022	2.500	2027	288,742
State Trust Fund Loan A	2022	3.000	2032	534,205
TOTAL NOTES PAYABLE				15,412,094
Loan Payable - direct placement				
Financed purchase - BOA Phase I & Phase II	2019	2.400	2039	4,166,993
Financial purchase - Fleet vehicles	2021	8.340	2026	2,147,303
TOTAL LOANS PAYABLE				6,314,296
TOTAL GENERAL OBLIGATION DEBT				**$ 144,371,390**

NOTE 7 - Long-Term Obligations - Continued

General Obligation Debt Limit Calculation

The 2024 equalized valuation of the City as certified by the Wisconsin Department of Revenue is $5,638,471,900. The legal debt limit and margin of indebtedness as of December 31, 2024, in accordance with Section 67.03(1)(a) of the Wisconsin Statutes follows:

Debt limit (5 percent of $5,638,471,900)	$ 281,923,595
Applicable long-term debt	(144,371,390)
Amount available in debt service fund	19,144,856
MARGIN OF INDEBTEDNESS	**$ 156,697,061**

SBITA Liability

The City has entered into various subscription agreements for the right to use certain IT software and support services. The agreements are for three-year terms with various monthly and annual payments. The interest rates were calculated using the City's incremental borrowing rate.

Proprietary Fund Debt

Proprietary fund debt is expected to be repaid by fund revenue and is compromised of the following individual issue at December 31, 2024:

DESCRIPTION	ISSUE DATES	INTEREST RATES (%)	FINAL MATURITY	BALANCE 12/31/24
Revenue Bond				
Sewer Clean Water Fund	2022	1.576%	2041	$ 58,685,528
Sewer Revenue Bond	2024	4.000-5.000%	2044	5,805,000
				$ 64,490,528

Component Unit Debt

Component unit debt is expected to be repaid by revenue of the entity and contributions from the City pursuant the contribution and cooperative agreement. Component unit debt at December 31, 2024, is compromised of the following individual issue:

DESCRIPTION	ISSUE DATES	INTEREST RATES (%)	FINAL MATURITY	BALANCE 12/31/24
Taxable Interim Redevelopment Revenue Bond	2021	1.890%	2026	$ 3,000,000
Taxable Interim Redevelopment Revenue Bond	2022	2.520%	2027	3,890,000
				$ 6,890,000

NOTE 7 - Long-Term Obligations - Continued

Maturities of Long-Term Obligations

Maturities of the long-term obligations at December 31, 2024, are:

YEARS	BONDS PRINCIPAL	BONDS INTEREST	NOTES PAYABLE DIRECT BORROWING AND PLACEMENT PRINCIPAL	NOTES PAYABLE DIRECT BORROWING AND PLACEMENT INTEREST	LOANS DIRECT PLACEMENT PRINCIPAL	LOANS DIRECT PLACEMENT INTEREST
2025	$ 10,030,000	$ 3,579,750	$ 3,192,645	$ 346,365	$ 1,584,613	$ 207,381
2026	10,280,000	3,252,295	4,744,128	247,655	736,004	159,915
2027	9,530,000	2,940,768	2,058,824	162,668	474,302	124,226
2028	9,265,000	2,648,527	1,709,189	105,485	311,590	90,490
2029	9,485,000	2,386,444	1,468,591	64,474	298,323	80,316
2030-2034	45,550,000	7,860,161	2,238,717	48,523	1,442,071	267,642
2035-2039	26,285,000	2,200,992	-	-	1,467,393	83,671
2040-2044	2,220,000	52,170	-	-	-	-
TOTAL	**$122,645,000**	**$ 24,921,107**	**$ 15,412,094**	**$ 975,170**	**$ 6,314,296**	**$ 1,013,641**

YEARS	GOVERNMENTAL FUND DEBT SBITAS PRINCIPAL	GOVERNMENTAL FUND DEBT SBITAS INTEREST
2025	$ 235,044	$ 6,123
2026	15,014	736
2027	16,119	381
	$ 266,177	**$ 7,240**

YEARS	PROPRIETARY FUND DEBT REVENUE BONDS PRINCIPAL	PROPRIETARY FUND DEBT REVENUE BONDS INTEREST	COMPONENT UNIT REVENUE BONDS PRINCIPAL	COMPONENT UNIT REVENUE BONDS INTEREST
2025	$ 3,212,244	$ 1,021,631	$ -	$ 154,728
2026	3,270,111	971,982	3,000,000	154,728
2027	3,328,732	921,193	3,890,000	98,028
2028	3,388,120	869,253	-	-
2029	3,448,286	816,152	-	-
2030-2034	18,192,029	3,241,623	-	-
2035-2039	19,925,220	1,718,641	-	-
2040-2044	9,725,786	308,290	-	-
	$ 64,490,528	**$ 9,868,765**	**$ 6,890,000**	**$ 407,484**

NOTE 8 - Conduit Debt Obligations

From time to time, the City has issued Industrial Revenue Bonds to provide financial assistance to private-sector entities for the acquisition and construction of industrial and commercial facilities deemed to be in the public interest. The bonds are secured by the property financed and are payable solely from payments received on the underlying mortgage loans. Neither the City, the State, nor any political subdivision thereof is obligated in any manner for repayment of the bonds. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements. The outstanding balance at December 31, 2024 is $3,665,082.

NOTE 9 - Wisconsin Retirement System

Plan Description - The WRS is a cost-sharing multiple-employer defined benefit pension plan. WRS benefits and other plan provisions are established by Chapter 40 of the Wisconsin Statutes. Benefit terms may only be modified by the legislature. The retirement system is administered by the Wisconsin Department of Employee Trust Funds (ETF). The system provides coverage to all eligible State of Wisconsin, local government and other public employees. All employees, initially employed by a participating WRS employer on or after July 1, 2011, and expected to work at least 1200 hours a year (880 hours for teachers and school district educational support employees) and expected to be employed for at least one year from employee's date of hire are eligible to participate in the WRS.

ETF issued a standalone Annual Comprehensive Financial Report (ACFR), which can be found at https:// etf.wi.gov/about-etf/reports-and-studies/financial-reports-and-statements.

Vesting - For employees beginning participation on or after January 1, 1990, and no longer actively employed on or after April 24, 1998, creditable service in each of five years is required for eligibility for a retirement annuity. Participants employed prior to 1990 and on or after April 24, 1998, and prior to July 1, 2011, are immediately vested. Participants who initially became WRS eligible on or after July 1, 2011, must have five years of creditable service to be vested.

Benefits Provided - Employees who retire at or after age 65 (54 for protective occupations and 62 for elected officials and executive service retirement plan participants, if hired on or before 12/31/2016) are entitled to a retirement benefit based on a formula factor, their final average earnings, and creditable service.

Final average earnings is the average of the participant's three highest annual earnings periods. Creditable service includes current service and prior service for which a participant received earnings and made contributions as required. Creditable service also includes creditable military service. The retirement benefit will be calculated as a money purchase benefit based on the employee's contributions plus matching employer's contributions, with interest, if that benefit is higher than the formula benefit.

Vested participants may retire at or after age 55 (50 for protective occupations) and receive an actuarially-reduced benefit. Participants terminating covered employment prior to eligibility for an annuity may either receive employee-required contributions plus interest as a separation benefit or leave contributions on deposit and defer application until eligible to receive a retirement benefit.

The WRS also provides death and disability benefits for employees.

Post-Retirement Adjustments - The Employee Trust Funds Board may periodically adjust annuity payments from the retirement system based on annual investment performance in accordance with s. 40.27, Wis. Stat. An increase (or decrease) in annuity payments may result when investment gains (losses), together with other actuarial experience factors, create a surplus (shortfall) in the reserves, as determined by the system's consulting actuary. Annuity increases are not based on cost of living or other similar factors. For Core annuities, decreases may be applied only to previously granted increases. By law, Core annuities cannot be reduced to an amount below the original, guaranteed amount (the "floor") set at retirement.

NOTE 9 - Wisconsin Retirement System - Continued

The Core and Variable annuity adjustments granted during recent years are as follows:

Year	Core Fund Adjustment (%)	Variable Fund Adjustment (%)
2014	4.7	25.0
2015	2.9	2.0
2016	0.5	(5.0)
2017	2.0	4.0
2018	2.4	17.0
2019	0.0	(10.0)
2020	1.7	21.0
2021	5.1	13.0
2022	7.4	15.0
2023	1.6	(21.0)

Contributions - Required contributions are determined by an annual actuarial valuation in accordance with Chapter 40 of the Wisconsin Statutes. The employee required contribution is one-half of the actuarially determined contribution rate for general category employees, including teachers, Executives and Elected Officials. Starting on January 1, 2016, the Executives & Elected Officials Category was merged into the General Employee Category. Required contributions for protective employees are the same rate as general employees. Employers are required to contribute the remainder of the actuarially determined contribution rate. The employer may not pay the employee required contribution unless provided for by an existing collective bargaining agreement.

During the reporting period, the WRS recognized $4,048,319 in contributions from the employer.

Contribution rates as of December 31, 2023, are:

Employee Category	Employee	Employer
General (including teachers, executives, and elected officials)	6.80%	6.80%
Protective with Social Security	6.80%	13.20%
Protective without Social Security	6.80%	18.10%

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2024, the City reported a liability (asset) of $4,516,108 for its proportionate share of the net pension liability (asset). The net pension liability (asset) was measured as of December 31, 2023, and the total pension liability used to calculate the net pension liability (asset) was determined by an actuarial valuation as of December 31, 2022 rolled forward to December 31, 2023. No material changes in assumptions or benefit terms occurred between the actuarial valuation date and the measurement date. The City's proportion of the net pension liability (asset) was based on the City's share of contributions to the pension plan relative to the contributions of all participating employers. At December 31, 2023, the City's proportion was 0.30374565 percent, which was a decrease of 0.00145256 percent from its proportion measured as of December 31, 2022.

For the year ended December 31, 2024, the City recognized pension expense of $3,147,774.

NOTE 9 - Wisconsin Retirement System - Continued

At December 31, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 18,208,904	$ 24,117,806
Net differences between projected and actual earnings on pension plan investments	15,737,906	-
Changes in assumptions	1,968,442	-
Changes in proportion and differences between employer contributions and proportionate share of contributions	78,632	7,112
Employer contributions subsequent to the measurement date	4,796,218	-
Total	**$ 40,790,102**	**$ 24,124,918**

$4,796,218 reported as deferred outflows related to pension resulting from the WRS Employer's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability (asset) in the year ended December 31, 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pension will be recognized in pension expense as follows:

Year ended December 31:	Deferred Outflows/ (Inflows) of Resources
2025	2,438,767
2026	2,559,541
2027	9,896,251
2028	(3,025,593)

Actuarial Assumptions - The total pension liability (asset) in the December 31, 2023, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial Valuation Date:	December 31, 2022
Measurement Date of Net Pension Liability (Asset)	December 31, 2023
Experience Study:	January 1, 2018 - December 31, 2020 Published November 19, 2021
Actuarial Cost Method:	Entry Age Normal
Asset Valuation Method:	Fair Value
Long-Term Expected Rate of Return:	6.8%
Discount Rate:	6.8%
Salary Increases: Inflation Seniority/Merit	 3.0% 0.1% - 5.6%
Mortality:	2020 WRS Experience Mortality Table
Post-retirement Adjustments*	1.7%

** No Post-Retirement Adjustment is Guaranteed - Actual adjustments are based on recognized investment return, actuarial experience and other factors. 1.7% is the assumed annual adjustment based on the investment return assumption and the post-retirement discount rate.*

NOTE 9 - Wisconsin Retirement System - Continued

Actuarial assumptions are based upon an experience study conducted in 2021 that covered a three-year period from January 1, 2018 to December 31, 2020. The Total Pension Liability for December 31, 2023 is based upon a roll-forward of the liability calculated from the December 31, 2022 actuarial valuation.

Long-Term Expected Return on Plan Assets - The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Allocation Targets and Expected Returns (as of December 31, 2023)

	Asset Allocation %	Long-Term Expected Nominal Rate of Return %	Long-Term Expected Real Rate of Return %
Core Fund Asset Class			
Global Equities	40	7.3	4.5
Fixed Income	27	5.8	3.0
Inflation Sensitive Assets	19	4.4	1.7
Real Estate	8	5.8	3.0
Private Equity/Debt	18	9.6	6.7
Leverage	(12)	3.7	1.0
Total Core Fund	100	7.4	4.6
Variable Fund Asset Class			
U.S. Equities	70	6.8	4.0
International Equities	30	7.6	4.8
Total Variable Fund	100	7.3	4.5
New England Pension Consultants Long-Term US CPI (Inflation) Forecast: 2.7%			
Asset Allocations are managed within established ranges, target percentages may differ from actual monthly allocations			
The investment policy used for the Core Fund involves reducing equity exposure by leveraging lower-volatility assets, such as fixed income securities. This results in an asset allocation beyond 100%. Currently, an asset allocation target of 12% policy leverage is used, subject to an allowable range of up to 20%.			

Single Discount Rate - A single discount rate of 6.8 percent was used to measure the Total Pension Liability for the current and prior year. This single discount rate is based on the expected rate of return on pension plan investments of 6.80 percent and a municipal bond rate of 3.77 percent (Source: Fixed-income municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in Fidelity Index's "20-year Municipal GO AA Index" as of December 31, 2023. In describing this index, Fidelity notes that the Municipal Curves are constructed using option-adjusted analytics of a diverse population of over 10,000 tax- exempt securities.). Because of the unique structure of WRS, the 6.8 percent expected rate of return implies that a dividend of approximately 1.7 percent will always be paid. For purposes of the single discount rate, it was assumed that the dividend would always be paid. The projection of cash flows used to determine this single discount rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments (including expected dividends) of current plan members. Therefore, the municipal bond rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

NOTE 9 - Wisconsin Retirement System - Continued

Sensitivity of the City's Proportionate Share of the Net Pension Liability (Asset) to Changes in the Discount Rate - The following presents the City's proportionate share of the net pension liability (asset) calculated using the discount rate of 6.8 percent, as well as what the City's proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower (5.8%) or 1-percentage-point higher (7.8%) than the current rate:

	1% Decrease to Discount Rate (5.8%)	Current Discount Rate (6.8%)	1% Increase To Discount Rate (7.8%)
City of La Crosse's proportionate share of the net pension liability (asset)	$43,650,370	$4,516,108	($22,867,790)

Pension Plan Fiduciary Net Position - Detailed information about the pension plan's fiduciary net position is available in separately issued financial statements available at https://etf.wi.gov/about-etf/reports-and-studies/financial-reports-and-statements.

Payables to the Pension Plan

At December 31, 2024, the City reported a payable of $609,610 for the outstanding amount of contributions to the pension plan required for the year ended December 31, 2024.

NOTE 10 - Local Retiree Life Insurance Fund - OPEB

General Information about the Other Post-Employment Benefits

Plan Description - The LRLIF is a multiple-employer defined benefit OPEB plan. LRLIF benefits and other plan provisions are established by Chapter 40 of the Wisconsin Statutes. The Wisconsin Department of Employee Trust Funds (ETF) and the Group Insurance Board have statutory authority for program administration and oversight. The plan provides post-employment life insurance benefits for all eligible employees.

OPEB Plan Fiduciary Net Position - ETF issues a standalone Annual Comprehensive Financial Report (ACFR), which can be found at https://etf.wi.gov/about-etf/reports-and-studies/financial-reports-and-statements.

Benefits Provided - The LRLIF plan provides fully paid up life insurance benefits for post-age 64 retired employees and pre-65 retirees who pay for their coverage.

Contributions

The Group Insurance Board approves contribution rates annually, based on recommendations from the insurance carrier. Recommended rates are based on an annual valuation, taking into consideration an estimate of the present value of future benefits and the present value of future contributions. A portion of employer contributions made during a member's working lifetime funds a post-retirement benefit.

Employers are required to pay the following contributions based on employee contributions for active members to provide them with Basic Coverage after age 65. There are no employer contributions required for pre-age 65 annuitant coverage. If a member retires prior to age 65, they must continue paying the employee premiums until age 65 in order to be eligible for the benefit after age 65.

NOTE 10 - Local Retiree Life Insurance Fund - OPEB - Continued

Contribution rates as of December 31, 2023 are:

Coverage Type	Employer Contribution
50% Post Retirement Coverage	40% of employee contribution
25% Post Retirement Coverage	20% of employee contribution

Employee contributions are based upon nine age bands through age 69 and an additional eight age bands for those age 70 and over. Participating employees must pay monthly contribution rates per $1,000 of coverage until the age of 65 (age 70 if active). The employee contribution rates in effect for the year ended December 31, 2023 are as listed below:

Life Insurance Employee Contribution Rates For the year ended December 31, 2023		
Attained Age	**Basic**	**Supplemental**
Under 30	$0.05	$0.05
30-34	0.06	0.06
35-39	0.07	0.07
40-44	0.08	0.08
45-49	0.12	0.12
50-54	0.22	0.22
55-59	0.39	0.39
60-64	0.49	0.49
65-69	0.57	0.57

During the reporting period, the LRLIF recognized $20,944 contributions from the employer.

OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEBs

At December 31, 2024, the City reported a liability (asset) of $4,728,460 for its proportionate share of the net OPEB liability (asset). The net OPEB liability (asset) was measured as of December 31, 2023, and the total OPEB liability used to calculate the net OPEB liability (asset) was determined by an actuarial valuation as of December 31, 2022 rolled forward to December 31, 2023. No material changes in assumptions or benefit terms occurred between the actuarial valuation date and the measurement date. The City's proportion of the net OPEB liability (asset) was based on the City's share of contributions to the OPEB plan relative to the contributions of all participating employers. At December 31, 2023, the City's proportion was 1.02778000 percent, which was a decrease of 0.04176 percent from its proportion measured as of December 31, 2022.

For the year ended December 31, 2024, the City recognized OPEB expense of $243,116.

At December 31, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to OPEBs from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ -	$ 418,481
Net differences between projected and actual earnings on OPEB investments	63,879	-
Changes in assumptions	1,479,103	1,861,967
Changes in proportion and differences between employer contributions and proportionate share of contributions	70,762	649,978
Employer contributions subsequent to the measurement date	77,447	-
Total	**$1,691,191**	**$2,930,426**

NOTE 10 - Local Retiree Life Insurance Fund - OPEB - Continued

$77,447 reported as deferred outflows related to OPEB resulting from the City's Employer's contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability (asset) in the year ended December 31, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year ended December 31:	Deferred Outflows/ (Inflows) of Resources
2025	(254,403)
2026	(275,167)
2027	(437,479)
2028	(377,936)
2029	28,303

Actuarial Assumptions - The total OPEB liability in the actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial Valuation Date:	January 1, 2023
Measurement Date of Net OPEB Liability (Asset)	December 31, 2023
Experience Study:	January 1, 2018 - December 31, 2020, Published November 19, 2021
Actuarial Cost Method:	Entry Age Normal
20 Year Tax-Exempt Municipal Bond Yield:	3.26%
Long-Term Expected Rated of Return:	4.25%
Discount Rate:	3.32%
Salary Increases Inflation: Seniority/Merit:	 3.00% 0.1% - 5.6%
Mortality:	Wisconsin 2020 Mortality Table

Actuarial assumptions are based upon an experience study conducted in 2021 that covered a three-year period from January 1, 2018 to December 31, 2020 The Total OPEB Liability for December 31, 2023 is based upon a roll-forward of the liability calculated from the January 1, 2023 actuarial valuation.

Long-Term Expected Return on Plan Assets - The long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. Investments for the LRLIF are held with Securian, the insurance carrier. Interest is calculated and credited to the LRLIF based on the rate of return for a segment of the insurance carriers' general fund, specifically 10-year A- Bonds (as a proxy, and not tied to any specific investments). The overall aggregate interest rate is calculated using a tiered approach based on the year the funds were originally invested and the rate of return for that year. Investment interest is credited based on the aggregate rate of return and assets are not adjusted to fair market value. Furthermore, the insurance carrier guarantees the principal amounts of the reserves, including all interest previously credited thereto.

NOTE 10 - Local Retiree Life Insurance Fund - OPEB - Continued

Local OPEB Life Insurance
Asset Allocation Targets and Expected Returns
As of December 31, 2023

Asset Class	Index	Target Allocation	Long-Term Expected Geometric Real Rate of Return
US Intermediate Credit Bonds	Bloomberg US Interm Credit	40%	2.32%
US Mortgages	Bloomberg US MBS	60%	2.52%
Inflation			2.30%
Long-Term Expected Rate of Return			4.25%

The long-term expected rate of return remained unchanged from the prior year at 4.25 percent. The long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The expected inflation rate remained unchanged from the prior year at 2.30 percent.

Single Discount Rate - A single discount rate of 3.32 percent was used to measure the Total OPEB Liability for the current year, as opposed to a discount rate of 3.76 percent for the prior year. The change in the discount rate was primarily caused by the decrease in the municipal bond rate from 3.72 percent as of December 31, 2022 to 3.26 percent as of December 31, 2023. The Plan's fiduciary net position was projected to be insufficient to make all projected future benefit payments of current active and inactive members. Therefore, the discount rate for calculating the Total OPEB Liability is equal to the single equivalent rate that results in the same actuarial present value as the long-term expected rate of return applied to benefit payments, to the extent that the plan's fiduciary net position is projected to be sufficient to make projected benefit payments, and the municipal bond rate applied to benefit payment to the extent that the plan's fiduciary net position is projected to be insufficient. The plan's fiduciary net position was projected to be available to make projected future benefit payments of current plan members through December 31, 2036.

The projection of cash flows used to determine the single discount rate assumed that employer contributions will be made according to the current employer contribution schedule and that contributions are made by plan members retiring prior to age 65.

Sensitivity of the City's Proportionate Share of the Net OPEB Liability (Asset) to Changes in the Discount Rate - The following presents the City's proportionate share of the net OPEB liability (asset) calculated using the discount rate of 3.32 percent, as well as what the City's proportionate share of the net OPEB liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower (2.32%) or 1-percentage-point higher (4.32%) than the current rate:

	1% Decrease to Discount Rate (2.32%)	Current Discount Rate (3.32%)	1% Increase To Discount Rate (4.32%)
City of La Crosse's proportionate share of the net pension liability (asset)	$6,353,345	$4,728,460	$3,488,147

OPEB Plan Fiduciary Net Position. Detailed information about the OPEB plan's fiduciary net position is available in separately issued financial statements available at http://etf.wi.gov/publications/cafr.htm.

NOTE 10 - Local Retiree Life Insurance Fund - OPEB - Continued

Payables to the OPEB Plan

At December 31, 2024, the City reported a payable of $-0- for the outstanding amount of contributions to the pension plan required for the year ended December 31, 2024.

NOTE 11 - Post-Employment Benefits Other Than Pensions

General Information about the Post-Employment Benefits Other Than Pensions

Plan Description - The other post-employment benefits (OPEB) other than pensions is a single-employer defined benefit OPEB plan. Benefit terms are established by employee handbooks and certain employment contracts and may be modified by the City Council. The plan is administered by the City and included in the City's financial statements.

Benefits Provided - Employees covered under the employee handbook hired prior to January 1, 2014 and at least 53-55 years of age (depending on employee category) with 10-20 years of continuous employment with the City (depending on employee category) are eligible to continue receiving medical coverage into retirement until reaching Medicare eligibility provided they pay the current employee portion of the premiums.

Police and fire employees hired prior to July 1, 2013 and at least 53 years of age with 15-20 years of continuous employment with the City (depending on employee category) are eligible to continue receiving medical coverage into retirement until reaching Medicare eligibility provided they pay the current employee portion of the premiums.

Employees Covered - As of the December 31, 2023 measurement date, the following employees were covered by the benefit terms. The plan is closed to new entrants.

Inactive employees or beneficiaries currently receiving benefits	131
Inactive employees entitled to but not yet receiving benefits	-
Active employees	156
Total	**287**

Contributions - The City Council has the authority to establish the contribution requirements for the plan. Under the current plan, no contributions are made directly, rather the eligible retirees continue to be covered under the City's healthcare plan and the City pays a portion of the premium. The Council establishes contribution rates based on premiums and an actuarially determined rate recommended by an independent actuary. The actuarially determined rate is the estimated amount necessary to finance the unfunded accrued liability. For the year ended December 31, 2024, the City paid $2,514,242 in premium benefits.

Actuarial Assumptions - The OPEB healthcare liability in the December 31, 2024 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial Valuation Date:	January 1, 2024
Measurement Date:	December 31, 2024
Actuarial Cost Method:	Entry Age Normal
Long-Term Expected Rate of Return:	N/A
Discount Rate:	4.28%
Salary Increases:	4.00%
Mortality:	WRS December 31, 2023 Valuation
Medical Care Cost Trend:	5% decreasing by .04% per year to 4.5%, and level thereafter

NOTE 11 - Post-Employment Benefits Other Than Pensions - Continued

The actuarial valuation was based upon the data provided by the City and utilized the premium rate history of the City's medical plans as well as the trends used in the prior valuation and projected a stream of expected premium rates for each year in the future based on the data as of January 1, 2023. Actuarial assumptions are based upon the Wisconsin Retirement System December 31, 2023 Actuarial Valuation Report.

Long-Term Expected Return on Plan Assets - As of the measurement date, there were no plan assets.

Discount Rate - A discount rate of 4.28 percent was used to measure the total OPEB healthcare liability. This discount rate was based on a 20-year municipal bond rate. Based on these assumptions, the plan was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total OPEB healthcare liability.

Changes in the OPEB Healthcare Liability

	OPEB HEALTHCARE LIABILITY
BEGINNING BALANCE	$33,575,042
Changes for the year:	
Service	610,957
Interest	1,292,717
Difference between expected and actual experience	(4,412,541)
Changes of assumption and other inputs	6,992
Benefit payments	(2,514,242)
NET CHANGES	(5,016,117)
ENDING BALANCE	**$28,558,926**

Sensitivity of the OPEB Healthcare Liability to Changes in the Healthcare Cost Trend Rate - The following presents the OPEB healthcare liability calculated using the healthcare cost trend rate of 5 percent decreasing to 4.5 percent, as well as what the OPEB liability would be if it were calculated using a healthcare cost trend rate that is 1-percentage-point lower (4% decreasing to 3.5%) or 1-percentage-point higher (6% decreasing to 5.5%) than the current rate:

	1% Decrease to Healthcare Cost Rate (4% decreasing to 3.5%)	Current Healthcare Cost Rate (5% decreasing to 4.5%)	1% Increase to Healthcare Cost Rate (6% decreasing to 5.5%)
OPEB healthcare liability	$26,533,601	$28,558,926	$30,846,991

Sensitivity of the OPEB Healthcare Liability to Changes in the Discount Rate - The following presents the OPEB healthcare liability calculated using the discount rate of 4.28 percent, as well as what the OPEB healthcare liability would be if it were calculated using a discount rate that is 1-percentage-point lower
(3.28%) or 1-percentage-point higher (5.28%) than the current rate:

	1% Decrease to Discount Rate (3.28%)	Current Discount Rate (4.28%)	1% Increase to Discount Rate (5.28%)
OPEB healthcare liability	$30,310,688	$28,558,926	$26,940,048

NOTE 11 - Post-Employment Benefits Other Than Pensions - Continued

Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to OPEB Healthcare

For the year ended December 31, 2024, the City recognized OPEB healthcare expense of $1,884,409.

At December 31, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB healthcare from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 134,767	$ 3,462,756
Changes in assumptions	958,090	1,937,882
Net differences between projected and actual earnings on pension plan investments	-	-
Employer contributions subsequent to the measurement date	-	-
Total	**$ 1,092,857**	**$5,400,638**

$-0- reported as deferred outflows related to OPEB healthcare resulting from contributions subsequent to the measurement date will be recognized as a reduction on the net OPEB healthcare liability (asset) in the year ended December 31, 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB healthcare will be recognized in expense as follows:

Year ending December 31	Deferred Outflows/ (Inflows) of Resources
2025	$(1,655,082)
2026	(1,103,930)
2027	(936,339)
2028	(612,430)

Payables to the OPEB Healthcare Plan - The City reported a payable of zero for the outstanding amount of contributions to the OPEB Healthcare plan required for the year ended December 31, 2024.

NOTE 12 - Interfund Receivables, Payables, and Transfers

RECEIVABLE FUND	PAYABLE FUND	AMOUNT
Due To/From Other Funds		
General Fund	Water Utility	$ 900,886
General Fund	Stock Room	32,864
General Fund	Storm Utility	40,714
		$ 974,464
Advances To/From Other Funds:		
General Fund	Transit	$ 202,692
General Fund	TIF District #12	65,585
General Fund	Special Assigned	160,000
Parking Utility	TIF District #11	1,000,000
Water Utility	TIF District #10	202,364
Sewer Utility	TIF District #12	20,728
Debt Service Fund	TIF District #11	1,000,000
Worker's Compensation	Liability Claims	150,000
Special Assigned	TIF District #12	127,802
General Fund	HUD Grants	250,000
TIF District #11	TIF District #19	10,000
TIF District #11	TIF District #21	10,000
		$ 3,199,171

NOTE 12 - Interfund Receivables, Payables, and Transfers - Continued

The above balances resulted from the timing differences between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, (3) payments between funds are made, and (4) loans made between funds.

Individual fund transfers during 2024 are as follows:

	TRANSFER IN:						
TRANSFER OUT	GENERAL FUND	HUD GRANTS	DEBT SERVICE	NONMAJOR GOVERNMENTAL FUNDS	PARKING UTILITY	STORM UTILITY	TOTAL
General Fund	$ -	$ -	$ 8,735,000	$ 772,310	$ -	$ -	$ 9,507,310
Nonmajor Governmental Funds	1,658,756	47,468	2,498,107	11,645,749	1,023,031	-	16,873,111
Water Utility	900,886	-	-	-	-	735	901,621
Sewer Utility	-	-	-	18,999	-	71,157	90,156
TOTAL	**$2,559,642**	**$ 47,468**	**$11,233,107**	**$ 12,437,058**	**$ 1,023,031**	**$ 71,892**	**$27,372,198**

Generally, transfers are used to move revenue from the fund that collects them to the fund that the budget requires to expend them and use unrestricted revenue collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

NOTE 13 - Net Position and Fund Balances

Portions of fund balances and net position are not available for current appropriations or expenditures as follows:

FUND	PURPOSE/REASON	AMOUNT
Deficits		
TIF District #10	Awaiting future TIF levies	$ 36,383
TIF District #12	Awaiting future TIF levies	195,087
TIF District #18	Awaiting future TIF levies	6,004
TIF District #19	Awaiting future TIF levies	1,562
TIF District #21	Awaiting future TIF levies	1,753
	Total Deficits	**$ 240,789**

NOTE 13 - Net Position and Fund Balances - Continued

Portions of fund balances and net position are not available for current appropriations or expenditures as follows:

FUND	PURPOSE/REASON	AMOUNT
Nonspendable		
General Fund	Inventory and prepaid expenses	$ 120,826
General Fund	Advances to other funds	678,277
General Fund	Delinquent personal property tax	367,872
Capital Notes	Inventory and prepaids	12,000
La Crosse Center	Inventory and prepaids	521,255
Transit	Prepaid expenses and inventory	232,818
State Grants	Prepaid expenses and inventory	355
Capital Projects	Prepaid expenses and inventory	18,200
Capital Projects	Advances to other funds	20,000
Special Assigned	Prepaid expenses	78,505
Special Assigned	Advances to other funds	127,802
Debt Service	Advances to other funds	1,000,000
	Total Nonspendable	**$ 3,177,910**
Restricted		
Debt Service	Future debt repayment	$ 18,144,856
Building and Land Capital Projects	Unspent bond monies	1,508,837
Capital Projects	Unspent bond monies	79,331
Capital Bonds	Unspent bond monies	2,462,707
Capital Notes	Unspent bond monies	13,496,955
TIF District #11	Future TIF expenditures	1,723,123
TIF District #13	Future TIF expenditures	7,168,663
TIF District #14	Future TIF expenditures	949,366
TIF District #15	Future TIF expenditures	505,402
TIF District #16	Future TIF expenditures	133,731
TIF District #17	Future TIF expenditures	1,579,168
TIF District #20	Future TIF expenditures	21,214
Capital Equipment	Unspent bond monies	513,610
Flood Plan Control	Unspent bond monies	42,035
Parks and Recreation	Unspent bond monies	742,341
Roadway and Infrastructure	Unspent bond monies	5,428,513
HUD Grants	Future loan payments	1,065,742
Housing	Future payments	216
Federal Grants	Future payments	253,983
	Total Restricted	**$ 55,819,793**
Committed		
State Grants	Future grant expenditures	$ 335,790
Library	Future library expenditures	2,094,685
Special Assessments	Future special assessment expenditures	606,400
Special Assigned	Expenditures related to prior year budget commitments	6,028,010
Room Tax	Future room tax expenditures	2,407,267
	Total Committed	**$ 11,472,152**
Restricted - Governmental Activities		
Capital Projects	Various projects	$ 22,858,257
Debt Service	Future debt repayment	18,144,856
Special Revenue	Unspent bond monies (HUD & Federal)	14,816,680
	Total Restricted - Governmental Activities	**$ 55,819,793**

NOTE 13 - Net Position and Fund Balances - Continued

Restricted - Propriety Funds and Business-Type Activities		
Airport	Restricted for future projects	$ 800,835
Sewer	DNR replacement reserve	9,611,104
Water	Replacement fund	134,738
	Total Restricted - Proprietary Funds and Business-Type Activities	**$ 10,546,677**

NOTE 14 - Contingent Liabilities and Commitments

The City is a defendant in several lawsuits. In the opinion of the City Attorney and the City's management, resolution of these cases will not result in any material adverse effect on the City's operations or financial position. During 2020 and subsequent to year end, notices of injury were filed by a neighboring township's property owners regarding alleged private well contamination. As of the financial statement date, the dollar amount of a potential liability could not be reasonably determined as it is not yet probable that a liability will be incurred.

All capital projects fund balances consist of unspent bond proceeds which have been restricted for future projects.

The Component Unit has contracted with a master developer for a development project. The contract includes performance incentives with a maximum of $825,000. The Component Unit also has a construction contract for the same development with $342,316 remaining to be completed as of year-end.

NOTE 15 - Tax Incremental Finance Districts

Tax increment financing, as authorized by Section 66.1105 of the Wisconsin Statutes, is a method by which the City can recover its development and public improvement costs in Tax Incremental Finance District (TIF) designated areas. These costs are recovered from the increased valuation in the designated area. The City has financed development and public improvement costs in its TIF through general fund advances and through the issuance of general obligation long-term debt. Project costs have been reported primarily as Capital Projects Funds expenditures. Tax increments will be used to repay general fund advances and to meet maturing debt obligations incurred to provide financing for development and public improvement costs within the tax incremental district. The District is allowed to collect tax increments until its termination date. Any over-collections are returned to the various taxing entities of the District. The City becomes liable for any cost not recovered by the termination date.

NOTE 15 - Tax Incremental Finance Districts - Continued

The City has twelve active Tax Incremental Financing Districts. The following are project summaries of the activity and status of the districts through December 31, 2024:

	#10	#11	#12	#13	#14
SOURCES OF FUNDS					
TIF tax collections	$ 1,568,390	$ 47,132,751	$ 9,662,818	$ 23,236,745	$ 18,984,987
Exempt computer aids	688,807	6,554,040	151,599	2,373,854	13,798,295
Payment from other government	110,191	-	-	-	-
Sale of assets	26,806	828,002	42,200	404,815	440,992
Grants	-	5,432,773	42,640	375,000	1,238,367
Economic development proceeds	-	640	-	128	-
DNR loan	-	-	-	216,657	-
Judgment/liquidated damages	-	2,000,000	-	200,000	-
Loan repayments	-	699,910	-	51,250	-
Interest income	20,690	593,873	22,531	751,209	398,666
Proceeds from long-term debt	240,750	37,061,983	7,355,928	8,586,767	1,185,993
Settlement from private	-	-	-	-	4,132,223
Transfers from other TIF's	-	400,608	748,500	2,036	5,000
TOTAL SOURCES	2,655,634	100,704,580	18,026,216	36,198,461	40,184,523
USES OF FUNDS					
Capital expenditures	2,453,205	61,969,995	9,662,517	12,540,943	19,357,153
Principal and interest on long-term debt	186,530	31,050,437	8,500,712	7,825,482	450,823
Interest on advances	52,282	1,130,126	58,074	46,157	8,781
Incentives for reverse TIF	-	3,210,699	-	188,685	13,656,948
Transfers to other TIF's	-	1,600,000	-	8,428,531	5,743,452
TOTAL USES	2,692,017	98,961,257	18,221,303	29,029,798	39,217,157
FUND (DEFICIT) BALANCES AS OF DECEMBER 31, 2024	**$ (36,383)**	**$ 1,743,323**	**$ (195,087)**	**$ 7,168,663**	**$ 967,366**
FUTURE REQUIREMENTS					
Debt service	$ -	$ 12,855,004	$ 3,026,633	$ 2,183,676	$ 25,823
Advances from other funds	202,364	2,000,000	214,115	-	-
Interest on advances	12,830	190,200	20,363	-	-
Proceeds from other governments	470,054	-	-	-	-
Estimated payable (developer's agreement)	-	2,800,000	-	-	3,345,000
Less receivables/plus payables	952	43,779	-	69,304	18,000
TOTAL FUTURE REQUIREMENTS	686,200	17,888,983	3,261,111	2,252,980	3,388,823
Less cash on hand (deficit)	(166,933)	(3,787,102)	(19,028)	(7,237,967)	(985,366)
BALANCE TO BE COLLECTED ON TIF DISTRICT	**$ 519,267**	**$ 14,101,881**	**$ 3,242,083**	**$ (4,984,987)**	**$ 2,403,457**
DISTRICT TERMINATION DATE	2030	2031	2032	2026	2026
2024 Tax Increment	**$ 315,721**	**$ 4,330,124**	**$ 591,723**	**$ 2,742,415**	**$ 1,602,358**

NOTE 15 - Tax Incremental Finance Districts - Continued

	#15	#16	#17	#18	#19	#20	#21
SOURCES OF FUNDS							
TIF tax collections	$ 7,815,283	$ 2,214,572	$ 11,500,620	$ 26,298	$ -	$ 28,995	$ -
Exempt computer aids	704,342	19,295	138,075	-	-	-	-
Payment from other government	-	-	1,003,448	-	-	-	-
Sale of assets	30,704	-	139,107	-	-	-	-
Grants	-	-	2,722	-	-	-	-
Economic development proceeds	-	30,000	-	-	-	-	-
Judgment/liquidated damages	4,670	-	-	-	-	-	-
Loan repayments	73,403	-	-	-	-	-	-
Interest income	133,434	201,870	257,803	6,428	260	2,519	253
Proceeds from long-term debt	-	1,736,875	16,190,000	-	-	-	-
Proceeds from entity	272,935	803,739	-	-	-	-	-
Transfers from other TIF's	-	-	-	18,771,982	10,000	10,000	-
TOTAL SOURCES	9,034,771	5,006,351	29,231,775	18,804,708	10,260	41,514	253
USES OF FUNDS							
Capital expenditures	4,921,523	3,290,671	17,614,037	18,810,712	11,300	20,300	1,484
Principal and interest on long-term debt	-	807,174	9,038,142	-	-	-	-
Interest on advances	24	25,917	428	-	522	-	522
Incentives for reverse TIF	2,107,822	248,858	-	-	-	-	-
Transfers to other TIF's	1,500,000	500,000	1,000,000	-	-	-	-
TOTAL USES	8,529,369	4,872,620	27,652,607	18,810,712	11,822	20,300	2,006
FUND (DEFICIT) BALANCES AS OF DECEMBER 31, 2024	**$ 505,402**	**$ 133,731**	**$ 1,579,168**	**$ (6,004)**	**$ (1,562)**	**$ 21,214**	**$ (1,753)**
FUTURE REQUIREMENTS							
Debt service	$ -	$ -	$ 8,483,972	$ -	$ -	$ -	$ -
Estimated payable (developer's agreement)	3,575,000	3,539,400	1,100,000	-	-	-	-
Less receivables/plus payables	15,722	-	9,440	89,615	10,000	-	10,000
TOTAL FUTURE REQUIREMENTS	3,590,722	3,539,400	9,593,412	89,615	10,000	-	10,000
Less cash on hand (deficit)	(521,124)	(133,731)	(1,588,608)	(83,611)	(8,438)	(21,214)	(8,247)
BALANCE TO BE COLLECTED OF TIF DISTRICT	**$ 3,069,598**	**$ 3,405,669**	**$ 8,004,804**	**$ 6,004**	**$ 1,562**	**$ (21,214)**	**$ 1,753**
DISTRICT TERMINATION DATE	2033	2034	2035	2047	2047	2047	2050
2024 Tax Increment	**$ 1,238,741**	**$ 742,759**	**$ 1,749,466**	**$ 83,681**	**$ -**	**$ 359**	**$ -**

NOTE 16 - Risk Management

Self-Insured Programs

Effective 1986, the City began to self-insure its liability and workers' compensation exposures. The Liability Claims Fund is to be used solely for settling liability claims. The Workers' Compensation Fund is to be used only to meet any compensation claims under the Wisconsin Workers' Compensation Act. Funding comes from the City's annual operating budgets of the general and enterprise funds. The City must provide for 100 percent of any claims awarded by the funds.

The City also established a self-funded health plan for its employees. The plan administrators, Customer Benefit Administrators and Quartz (formerly Gundersen Lutheran Health Plan) are responsible for the approval, processing, and payment of claims, after which they bill the City for reimbursement. The City is also responsible for a monthly administrative fee. The plan reports on a fiscal year ending December 31.

As part of the health care coverage of the Plan, the City purchases specific stop loss insurance. Specific coverage pays claims in excess of $125,000 per individual after the City has met a $125,000 special combined aggregating deductible.

Claims Liabilities - The City records an estimated liability for health care, workers' compensation, and liability claims against the City. Claims liabilities are based on estimates of the ultimate cost of reported claims (including future claim adjustment expenses) and an estimate for claims incurred but not reported based on historical experience.

Unpaid Claims Liabilities - The following represent the changes in approximate aggregate liabilities for the City from January 1, 2023 to December 31, 2024:

	Health Care	Workers' Compensation	Liability
Liability Balance, January 1, 2023	4,784,746	1,065,358	398,643
Claims and changes in estimates	11,303,351	58,532	664,195
Claim payments	(11,057,484)	(58,390)	(443,251)
Liability Balance, January 1, 2024	5,030,613	1,065,500	619,587
Claims and changes in estimates	12,541,408	(322,602)	73,095
Claim payments	(12,441,441)	(3,733)	(372,632)
LIABILITY BALANCE, DECEMBER 31, 2024	**$ 5,130,580**	**$ 739,165**	**$ 320,050**

Claim payments are primarily funded through charges to the other funds.

Participation in Risk Pool

On January 1, 2014, the City joined Wisconsin Municipal Mutual Insurance Company (WMMIC). The WMMIC was organized as a non-assessable mutual insurance company on November 1, 1987. WMMIC is comprised on nineteen members, three cities, fifteen counties, and one special-use district. Members purchase general liability (including law enforcement professional), auto liability, cyberliability, and public official's errors and omissions liability insurance. Members also purchase workers compensation reinsurance through WMMIC. WMMIC provides claims administration for members for their self-funded liability and workers compensation programs.

NOTE 16 - Risk Management - Continued

The WMMIC provides the City with $10,000,000 of liability coverage for losses over their self-insured retention level of $150,000 per occurrence with a $600,000 aggregate stop loss. An annual premium is charged to cover expected claims and administrative costs. The claims component of the premium is determined by independent actuaries and allocated among the participating members based on payroll and loss history.

The WMMIC is a policy driven organization and as such, all WMMIC policies are approved by the Board of Directors. WMMIC members control the company through a strong committee structure that meets at least quarterly and makes recommendations to the Board of Directors. The Board of Directors and its Officers are comprised of official representatives of their respective member municipality.

The City is exposed to various risks of loss to torts; theft, damage, and destruction of assets; errors and omissions; and natural disasters for which the City carries commercial insurance. There has been no significant reduction in insurance coverage from the previous year. There have been no settlements in excess of coverage in any of the prior three fiscal years.

NOTE 17 - Adjustments to and Restatements of Beginning Balances

During 2024, changes in accounting principles and changes to or within the financial reporting entity resulted in adjustments to and restatements of beginning net position and fund balances.

Details of reporting units affected by adjustments to and restatements of beginning fund balances are as follows:

	GOVERNMENTAL FUNDS	
	FEDERAL GRANTS	NONMAJOR
December 31, 2023, as previously stated	$ 279,349	$ 50,453,503
Change from major to nonmajor	(279,349)	279,349
December 31, 2023, as restated	**$ -**	**$ 50,732,852**

	PROPRIETARY FUNDS			
	AIRPORT	PARKING	SEWER	WATER
December 31, 2023, as previously stated	$76,900,920	$ 33,916,045	$ 50,362,345	$ 40,202,677
Change in accounting principle (GASB 101)	(15,249)	(8,325)	(16,938)	(31,099)
December 31, 2023, as restated	**$76,885,671**	**$ 33,907,720**	**$ 50,345,407**	**$ 40,171,578**

	GOVERNMENT-WIDE	
	GOVERN-MENTAL ACTIVITIES	BUSINESS-TYPE ACTIVITIES
December 31, 2023, as previously stated	$308,884,075	$227,078,987
Change in accounting principle (GASB 101)	(2,085,544)	(71,611)
December 31, 2023, as restated	**$306,798,531**	**$227,007,376**

CITY OF LA CROSSE, WISCONSIN

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF LA CROSSE, WISCONSIN
BUDGETARY COMPARISON SCHEDULE FOR THE GENERAL FUND
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2024

	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET POSITIVE
	ORIGINAL	FINAL	ACTUAL	(NEGATIVE)
REVENUE				
Taxes	$ 42,262,146	$ 42,262,146	$ 42,565,441	$ 303,295
Intergovernmental	21,228,845	21,228,845	22,797,242	1,568,397
Licenses and permits	1,866,412	1,866,412	1,944,819	78,407
Fines, forfeits, and penalties	1,100	1,100	811	(289)
Public charges for services	1,673,090	1,673,090	2,582,397	909,307
Intergovernmental charges for services	1,151,323	1,151,323	1,218,657	67,334
Miscellaneous	1,243,433	1,243,433	2,475,293	1,231,860
Change in FMV of investments	-	-	462,361	462,361
TOTAL REVENUE	69,426,349	69,426,349	74,047,021	4,620,672
EXPENDITURES				
Current				
General government	12,789,741	10,371,682	9,825,588	546,094
Public safety	26,745,559	28,270,095	28,314,119	(44,024)
Public works	9,768,047	10,211,812	9,656,086	555,726
Culture, recreation, and education	12,952,760	13,400,217	14,310,005	(909,788)
Conservation and development	478,916	481,217	369,259	111,958
Debt service				
Principal	-	-	353,887	(353,887)
Interest	-	-	402	(402)
Capital outlay	153,200	153,200	411,944	(258,744)
TOTAL EXPENDITURES	62,888,223	62,888,223	63,241,290	(353,067)
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	6,538,126	6,538,126	10,805,731	4,267,605
OTHER FINANCING SOURCES (USES)				
Operating transfers in	2,907,799	2,907,799	2,559,642	(348,157)
Operating transfers (out)	(9,480,925)	(9,480,925)	(9,507,310)	(26,385)
Sale of capital assets	35,000	35,000	631,066	596,066
Subscription-based IT arrangements	-	-	45,862	45,862
TOTAL OTHER FINANCING SOURCES (USES)	(6,538,126)	(6,538,126)	(6,270,740)	267,386
NET CHANGE IN FUND BALANCE	-	-	4,534,991	4,534,991
FUND BALANCE - BEGINNING OF YEAR	21,145,491	21,145,491	21,145,491	-
FUND BALANCE - END OF YEAR	**$ 21,145,491**	**$ 21,145,491**	**$ 25,680,482**	**$ 4,534,991**

The accompanying notes are an integral part of this schedule.

CITY OF LA CROSSE, WISCONSIN
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
ON BUDGETARY ACCOUNTING AND CONTROL
YEAR ENDED DECEMBER 31, 2024

Budgets and Budgetary Accounting - The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1. The Finance Committee recommends to the Common Council a proposed operating budget for the fiscal year commencing the following January 1. The operating budget includes proposed expenditures and the means of financing them.

2. A public hearing is conducted in the Council Chambers to obtain taxpayer comments.

3. Prior to December 1, the budget is legally enacted through passage of a resolution.

4. The Director of Finance is authorized to transfer budget amounts within departments; however, any revisions that alter the total expenditures of any department must be approved by the Common Council.

5. Formal budgetary integration is employed as a management control device during the year for the General Fund. Capital Projects Funds are budgeted on a project basis, rather than an annual basis. Formal budgets are not adopted for the Special Revenue Funds since they are not supported by property taxes, and effective control is achieved through alternative methods. Since all general obligation debt is secured by the full faith and credit of the City, budgetary control of the Debt Service Fund is achieved in the General Fund (which budgets an operating transfer to Debt Service for payment of principal and interest).

6. Budgets for the General Fund are adopted on a basis consistent with accounting principles generally accepted in the United States of America.

7. Budgetary expenditure control is exercised at the department level within the Fund.

8. Budgeted amounts are as authorized in the original budget resolution and subsequent revisions are authorized by the Common Council.

9. There were $-0- of supplemental appropriations to increase the total budget during the year.

10. Appropriations lapse at year end, except those identified as designated for carry over budget items.

Excess of Actual Expenditures Over Budget

General Fund expenditures exceeded budget in public safety by $44,024, culture recreation and education by $909,788, debt service by $354,289, and capital outlay by $258,744 for the year ended December 31, 2024. The over expenditures were financed by under expenditures in other functions and greater than anticipated revenue.

CITY OF LA CROSSE, WISCONSIN
OPEB HEALTHCARE DEFINED BENEFIT PLAN SCHEDULES
YEAR ENDED DECEMBER 31, 2024

SCHEDULE OF CHANGES IN THE OPEB HEALTHCARE LIABILITY AND RELATED RATIOS
Last 10 Fiscal Years

	2024	2023	2022	2021	2020	2019	2018
Total OPEB Healthcare Liability							
Service cost	$ 610,957	$ 820,958	$ 1,134,196	$ 1,353,237	$ 1,039,468	$ 1,665,034	$ 1,512,531
Interest	1,292,717	1,387,595	818,843	732,355	1,618,378	1,792,678	2,161,436
Changes of benefit terms	-	-	-	-	-	-	-
Differences between expected and actual experience	(4,412,541)	-	422,812	-	(13,863,827)	-	(8,856,250)
Changes of assumptions or other input	6,992	622,747	(3,787,202)	(726,246)	2,816,961	879,410	(3,448,173)
Benefit payments	(2,514,241)	(2,902,093)	(2,671,599)	(3,152,716)	(3,464,664)	(4,414,782)	(4,449,578)
Administrative expense	-	-	-	-	-	-	-
Other changes	-	-	-	-	-	(3,291)	(2,208,450)
Net Changes in Total OPEB Healthcare Liability	(5,016,116)	(70,793)	(4,082,950)	(1,793,370)	(11,853,684)	(80,951)	(15,288,484)
Total OPEB Healthcare Liability - Beginning	33,575,042	33,645,835	37,728,785	39,522,155	51,375,839	51,456,790	66,745,274
Total OPEB Healthcare Liability - Ending	**$ 28,558,926**	**$ 33,575,042**	**$ 33,645,835**	**$ 37,728,785**	**$ 39,522,155**	**$ 51,375,839**	**$ 51,456,790**
Covered payroll	$ 13,957,443	$ 14,454,692	$ 14,454,692	$ 19,887,610	$ 19,122,675	$ 20,440,991	$ 20,440,991
Net OPEB healthcare liability as a percentage of covered payroll	204.61%	232.28%	232.77%	189.71%	206.68%	251.34%	251.73%

SCHEDULE OF CONTRIBUTIONS
Last 10 Fiscal Years

	2024	2023	2022	2021	2020	2019	2018
Actuarially determined contributions	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contributions in relation to the actuarially determined contributions	-	-	-	-	-	-	-
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Covered payroll	$ 13,957,443	$ 14,454,692	$ 14,454,692	$ 19,887,610	$ 19,122,675	$ 20,440,991	$ 20,440,991
Contributions as a percentage of covered payroll	-	-	-	-	-	-	-
Actuarial valuation date	1/1/2024	1/1/2022	1/1/2022	1/1/2020	1/1/2020	1/1/2018	1/1/2018
Measurement date	12/31/2024	12/31/2022	12/31/2022	12/31/2020	12/31/2020	12/31/2018	12/31/2018

The City implemented the Government Accounting Standards Board Statement No. 75 for the year ended December 31, 2018. Requirements have been implemented prospectively; therefore, the above illustrations do not reflect similar information for the proceeding years.

Notes to Required Supplementary Information for the Year Ended December 31, 2024

Methods and assumptions used to determine actuarially calculations - entry age normal cost, 30 year level % open amortization, fair market value asset valuation, 4.00% discount rate, 4% salary increases, Wisconsin 2019 mortality table.

Changes of benefit terms - there were no changes of benefit terms.

Changes of assumptions - there were no changes in the assumptions.

CITY OF LA CROSSE, WISCONSIN
WISCONSIN RETIREMENT SYSTEM PENSION SCHEDULES
YEAR ENDED DECEMBER 31, 2024

SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY (ASSET)
Last 10 Fiscal Years

Pension Plan Fiscal Year	Proportion of the Net Pension Liability (Asset)	Proportionate Share of the Net Pension Liability (Asset)	Covered Payroll	Proportionate Share of the Net Pension Liability (Asset) as a Percentage of its Covered Payroll	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability (Asset)
2023	0.30374565%	$ 4,516,108	$ 37,922,697	11.91%	98.85%
2022	0.30519821%	16,168,497	35,500,004	45.55%	95.72%
2021	0.30824469%	(24,845,089)	35,303,238	-70.38%	106.02%
2020	0.30960272%	(19,328,927)	36,278,721	-53.28%	105.26%
2019	0.30594952%	(9,865,210)	35,174,534	-28.05%	102.96%
2018	0.29907982%	10,640,823	33,894,372	31.39%	96.45%
2017	0.28830557%	(8,560,134)	32,414,141	-26.41%	102.93%
2016	0.27955334%	2,304,187	31,820,938	7.24%	99.12%
2016	0.27169553%	4,414,500	30,422,348	14.51%	98.20%
2014	0.27001724%	(6,632,361)	29,513,033	-22.47%	102.74%

SCHEDULE OF CONTRIBUTIONS
Last 10 Fiscal Years

City Fiscal Year End	Contractually Required Contributions	Contributions in Relation to the Contractually Required Contributions	Contribution Deficiency (Excess)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2024	$ 4,048,319	$ (4,048,319)	$ -	$ 40,329,068	10.04%
2023	3,543,969	(3,543,969)	-	35,500,004	9.98%
2022	3,540,369	(3,540,369)	-	35,303,238	10.03%
2021	3,505,883	(3,505,883)	-	36,278,721	9.66%
2020	3,250,304	(3,250,304)	-	35,174,534	9.24%
2019	3,168,907	(3,168,907)	-	33,894,372	9.35%
2018	3,030,212	(3,030,212)	-	32,414,141	9.35%
2017	2,755,204	(2,755,204)	-	31,820,938	8.66%
2017	2,661,909	(2,661,909)	-	30,422,348	8.75%
2015	2,689,659	(2,689,659)	-	29,513,033	9.11%

The City implemented the Government Accounting Standards Board Statement No. 68 for the year ended December 31, 2015. Requirements have been implemented prospectively; therefore, the above illustrations do not reflect similar information for the proceeding years.

Notes to Required Supplementary Information for the Year Ended December 31, 2024

Changes of benefit terms - there were no changes of benefit

Changes of assumptions:

Based on a three-year experience study conducted in 2021 covering January 1, 2018 through December 31, 2020, the ETF Board adopted assumption changes that were used to measure the total pension liability beginning with the year-end December 31, 2021, including the following:

- Lowering the long-term expected rate of return from 7.0% to 6.8%
- Lowering the discount rate from 7.0% to 6.8%
- Lowering the price inflation rate from 2.5% to 2.4%
- Lowering the post-retirement adjustments from 1.9% to 1.7%
- Mortality assumptions were changed to reflect updated trends by transitioning from the Wisconsin 2018 Mortality Table to the 2020 WRS Experience Mortality Table.

Based on a three-year experience study conducted in 2018 covering January 1, 2015 through December 31, 2017, the ETF Board adopted assumption changes that were used to measure the total pension liability beginning with the year-ended December 31, 2018, including the following:

- Lowering the long-term expected rate of return from 7.2% to 7.0%
- Lowering the discount rate from 7.2% to 7.0%
- Lowering the wage inflation rate from 3.2% to 3.0%
- Lowering the price inflation rate from 2.7% to 2.5%
- Lowering the post-retirement adjustments from 2.1% to 1.9%
- Mortality assumptions were changed to reflect updated trends by transitioning from the Wisconsin 2012 Mortality Table to the Wisconsin 2018 Mortality Table.

SIGNIFICANT METHODS AND ASSUMPTIONS USED IN CALCULATING WISCONSIN RETIREMENT SYSTEM ACTUARIALLY DETERMINED CONTRIBUTIONS:

	2023	2022	2021	2020	2019
Valuation Date:	December 31, 2021	December 31, 2020	December 31, 2019	December 31, 2018	December 31, 2017
Amortization Cost Method:	Frozen Entry Age	Frozen Entry Age	Frozen Entry Age	Frozen Entry Age	Frozen Entry Age
Amortization Method:	Level Percent of Payroll-Closed Amortization Period	Level Percent of Payroll-Closed Amortization Period	Level Percent of Payroll-Closed Amortization Period	Level Percent of Payroll-Closed Amortization Period	Level Percent of Payroll-Closed Amortization Period
Amortization Period:	30-year closed from date of participation in WRS	30-year closed from date of participation in WRS	30-year closed from date of participation in WRS	30-year closed from date of participation in WRS	30-year closed from date of participation in WRS
Asset Valuation Method:	Five-Year Smoothed Market (Closed)	Five-Year Smoothed Market (Closed)	Five-Year Smoothed Market (Closed)	Five-Year Smoothed Market (Closed)	Five-Year Smoothed Market (Closed)
Actuarial Assumptions					
Net Investment Rate of Return	5.4%	5.4%	5.4%	5.4%	5.5%
Weighted Based on Assumed Rate for;					
Pre-retirement:	6.8%	7.0%	7.0%	7.0%	7.2%
Post-retirement:	5.0%	5.0%	5.0%	5.0%	5.0%
Salary Increases					
Wage Inflation:	3.0%	3.0%	3.0%	3.0%	3.2%
Seniority/Merit:	0.1 - 5.6%	0.1 - 5.6%	0.1 - 5.6%	0.1 - 5.6%	0.1 - 5.6%
Post-retirement Benefit Adjustments*:	170.0%	1.9%	1.9%	1.9%	2.1%
Retirement Age:	Experience - based table of rates that are specific to the type of eligibility condition. Last updated for the 2021 valuation pursuant to an experience study of the period 2018-2020	Experience - based table of rates that are specific to the type of eligibility condition. Last updated for the 2018 valuation pursuant to an experience study of the period 2015-2017	Experience - based table of rates that are specific to the type of eligibility condition. Last updated for the 2018 valuation pursuant to an experience study of the period 2015-2017	Experience - based table of rates that are specific to the type of eligibility condition. Last updated for the 2018 valuation pursuant to an experience study of the period 2015-2017	Experience - based table of rates that are specific to the type of eligibility condition. Last updated for the 2015 valuation pursuant to an experience study of the period 2012-2014
Mortality:	2020 WRS Experience Tables. The rates based on actual WRS experience adjusted for future mortality improvements using the MP-2021 fully generational improvement scale from a base year of 2010.	Wisconsin 2018 Mortality Table. The rates based on actual WRS experience adjusted for future mortality improvements using the MP-2018 fully generational improvement scale (multiplied by 60%)	Wisconsin 2018 Mortality Table. The rates based on actual WRS experience adjusted for future mortality improvements using the MP-2018 fully generational improvement scale (multiplied by 60%)	Wisconsin 2018 Mortality Table. The rates based on actual WRS experience adjusted for future mortality improvements using the MP-2018 fully generational improvement scale (multiplied by 60%)	Wisconsin 2012 Mortality Table. The rates based on actual WRS experience adjusted for future mortality improvements using the MP-2015 fully generational improvement scale (multiplied by 50%)

* No post-retirement adjustment is guaranteed. Actual adjustments are based on recognized investment return, actuarial experience, and other factors. Value is the assumed annual adjustment based on the investment return assumption and the post-retirement discount rate.

(Continued on page 73)

SIGNIFICANT METHODS AND ASSUMPTIONS USED IN CALCULATING WISCONSIN RETIREMENT SYSTEM ACTUARIALLY DETERMINED CONTRIBUTIONS:

	2018	2017	2016	2015	2014
Valuation Date:	December 31, 2016	December 31, 2015	December 31, 2014	December 31, 2013	December 31, 2012
Amortization Cost Method:	Frozen Entry Age	Frozen Entry Age	Frozen Entry Age	Frozen Entry Age	Frozen Entry Age
Amortization Method:	Level Percent of Payroll-Closed Amortization Period	Level Percent of Payroll-Closed Amortization Period	Level Percent of Payroll-Closed Amortization Period	Level Percent of Payroll-Closed Amortization Period	Level Percent of Payroll-Closed Amortization Period
Amortization Period:	30-year closed from date of participation in WRS	30-year closed from date of participation in WRS	30-year closed from date of participation in WRS	30-year closed from date of participation in WRS	30-year closed from date of participation in WRS
Asset Valuation Method:	Five-Year Smoothed Market (Closed)	Five-Year Smoothed Market (Closed)	Five-Year Smoothed Market (Closed)	Five-Year Smoothed Market (Closed)	Five-Year Smoothed Market (Closed)
Actuarial Assumptions					
Net Investment Rate of Return:	5.5%	5.5%	5.5%	5.5%	5.5%
Weighted Based on Assumed Rate for;					
Pre-retirement:	7.2%	7.2%	7.2%	7.2%	7.2%
Post-retirement:	5.0%	5.0%	5.0%	5.0%	5.0%
Salary Increases					
Wage Inflation:	3.2%	3.2%	3.2%	3.2%	3.2%
Seniority/Merit:	0.1 - 5.6%	0.1 - 5.6%	0.1 - 5.6%	0.1 - 5.6%	0.1 - 5.6%
Post-retirement Benefit Adjustments*:	2.1%	2.1%	2.1%	2.1%	2.1%
Retirement Age:	Experience - based table of rates that are specific to the type of eligibility condition. Last updated for the 2015 valuation pursuant to an experience study of the period 2012-2014	Experience - based table of rates that are specific to the type of eligibility condition. Last updated for the 2015 valuation pursuant to an experience study of the period 2012-2014	Experience - based table of rates that are specific to the type of eligibility condition. Last updated for the 2012 valuation pursuant to an experience study of the period 2009-2011	Experience - based table of rates that are specific to the type of eligibility condition. Last updated for the 2012 valuation pursuant to an experience study of the period 2009-2011	Experience - based table of rates that are specific to the type of eligibility condition. Last updated for the 2012 valuation pursuant to an experience study of the period 2009-2011
Mortality:	Wisconsin 2012 Mortality Table. The rates based on actual WRS experience adjusted for future mortality improvements using the MP-2015 fully generational improvement scale (multiplied by 50%)	Wisconsin 2012 Mortality Table. The rates based on actual WRS experience adjusted for future mortality improvements using the MP-2015 fully generational improvement scale (multiplied by 50%)	Wisconsin 2012 Mortality Table. The rates based on actual WRS experience projected to 2017 with scale BB to all for future improvements (margin) in mortality.	Wisconsin 2012 Mortality Table. The rates based on actual WRS experience projected to 2017 with scale BB to all for future improvements (margin) in mortality.	Wisconsin 2012 Mortality Table. The rates based on actual WRS experience projected to 2017 with scale BB to all for future improvements (margin) in mortality.

* No post-retirement adjustment is guaranteed. Actual adjustments are based on recognized investment return, actuarial experience, and other factors. Value is the assumed annual adjustment based on the investment return assumption and the post-retirement discount rate.

CITY OF LA CROSSE, WISCONSIN
WISCONSIN RETIREMENT SYSTEM LOCAL RETIREE LIFE INSURANCE FUND SCHEDULES
YEAR ENDED DECEMBER 31, 2024

SCHEDULE OF PROPORTIONATE SHARE OF THE NET OPEB LIABILITY (ASSET)
Last 10 Fiscal Years

OPEB Plan Fiscal Year	Proportion of the Net OPEB Liability (Asset)	Proportionate Share of the Net OPEB Liability (Asset)	Covered Payroll	Proportionate Share of the Net OPEB Liability (Asset) as a Percentage of its Covered Payroll	Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability (Asset)
2023	1.02778000%	$ 4,728,460	$ 33,318,000	14.19%	33.90%
2022	1.06953900%	4,074,758	32,797,000	12.42%	38.81%
2021	1.16153600%	6,865,107	33,183,000	20.69%	29.57%
2020	1.22622300%	6,745,112	32,350,000	20.85%	31.36%
2019	1.17931200%	5,021,740	31,321,000	16.03%	37.58%
2018	1.20713400%	3,114,813	30,307,000	10.28%	48.69%
2017	1.19802700%	3,604,360	50,380,462	7.15%	44.81%

SCHEDULE OF CONTRIBUTIONS
Last 10 Fiscal Years

City Fiscal Year End	Contractually Required Contributions	Contributions in Relation to the Contractually Required Contributions	Contribution Deficiency (Excess)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2024	$ 20,944	(20,944)	$ -	$ 33,318,000	0.06%
2023	21,459	(21,459)	-	32,797,000	0.07%
2022	23,773	(23,773)	-	33,183,000	0.07%
2021	24,451	(24,451)	-	32,350,000	0.08%
2020	21,319	(21,319)	-	31,321,000	0.07%
2019	23,257	(23,257)	-	30,307,000	0.08%
2018	22,750	(22,750)	-	50,380,462	0.05%

The City implemented the Government Accounting Standards Board Statement No. 75 for the year ended December 31, 2018. Requirements have been implemented prospectively; therefore, the above illustrations do not reflect similar information for the proceeding years.

Notes to Required Supplementary Information for the Year Ended December 31, 2024

Changes of benefit terms - there were no changes of benefit terms for any participating employer in the local retiree life insurance fund.

Changes of assumptions:

In addition to the rate changes detailed in the tables above, the State of Wisconsin Employee Trust Fund Board adopted economic and demographic assumption changes based on a three year experience study performed for the Wisconsin Retirement System. These assumptions are used in the actuarial valuations of OPEB liabilities (assets) for the retiree life insurance programs and are summarized below.

The assumption changes that were used to measure the December 31, 2021 total OPEB liabilities, including the following:

Lowering the price inflation rate from 2.5% to 2.4%
Mortality assumptions were changed to reflect updated trends by transitioning from the Wisconsin 2018 Mortality Table to the 2020 WRS Experience Mortality Table.

The assumption changes that were used to measure the December 31, 2018 total OPEB liabilities, including the following:

Lowering the long-term expected rate of return from 5.00% to 4.25%
Lowering the wage inflation rate from 3.2% to 3.0%
Lowering the price inflation rate from 2.7% to 2.5%
Mortality assumptions were changed to reflect updated trends by transitioning from the Wisconsin 2012 Mortality Table to the Wisconsin 2018 Mortality Table.

CITY OF LA CROSSE, WISCONSIN

SUPPLEMENTARY INFORMATION

CITY OF LA CROSSE, WISCONSIN
COMBINING BALANCE SHEETS
NONMAJOR GOVERNMENTAL FUNDS
DECEMBER 31, 2024

ASSETS	SPECIAL REVENUE FUNDS	CAPITAL PROJECT FUNDS	TOTAL NONMAJOR GOVERNMENTAL FUNDS
Cash and investments	$ 18,248,528	$ 40,074,583	$ 58,323,111
Receivable			
Taxes	300,486	13,397,347	13,697,833
Accounts and other	893,360	291,723	1,185,083
Special assessments	498,863	-	498,863
Loan	2,821,819	1,167,304	3,989,123
Due from other governments	1,158,554	-	1,158,554
Inventories	257,139	-	257,139
Prepaids	575,794	30,200	605,994
Leases receivable	2,768,819	216,462	2,985,281
Advances to other funds	127,802	20,000	147,802
TOTAL ASSETS	**$ 27,651,164**	**$ 55,197,619**	**$ 82,848,783**
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
LIABILITIES			
Accounts payable	$ 894,978	$ 1,237,609	$ 2,132,587
Accrued expenses			
Payroll	213,071	-	213,071
Interest	1	5,852	5,853
Due to other governments	698,365	306,150	1,004,515
Deposit payable	64,206	-	64,206
Unearned revenue - other	9,729,712	1,438,021	11,167,733
Advances from other funds	362,692	2,436,479	2,799,171
TOTAL LIABILITES	11,963,025	5,424,111	17,387,136
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - tax roll	86,936	13,397,347	13,484,283
Unavailable revenue - special assessments	472,928	-	472,928
Leases	2,680,967	211,538	2,892,505
TOTAL DEFERRED INFLOWS OF RESOURCES	3,240,831	13,608,885	16,849,716
FUND BALANCES			
Nonspendable	960,735	50,200	1,010,935
Restricted	253,983	36,355,212	36,609,195
Committed	11,472,152	-	11,472,152
Unassigned	(239,562)	(240,789)	(480,351)
TOTAL FUND BALANCES	12,447,308	36,164,623	48,611,931
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	**$ 27,651,164**	**$ 55,197,619**	**$ 82,848,783**

CITY OF LA CROSSE, WISCONSIN

COMBINING STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2024

	SPECIAL REVENUE FUNDS	CAPITAL PROJECT FUNDS	TOTAL NONMAJOR GOVERNMENTAL FUNDS
REVENUE			
Taxes	$ 237,233	$ 14,768,414	$ 15,005,647
Special assessment	222,984	-	222,984
Intergovernmental	10,294,520	3,697,787	13,992,307
Licenses and permits	753,096	-	753,096
Fines, forfeits, and penalties	800,547	-	800,547
Public charges for services	7,431,676	19,861	7,451,537
Intergovernmental charges for services	475,236	-	475,236
Miscellaneous	2,004,206	1,269,688	3,273,894
Change in fair value of investments	45,000	-	45,000
TOTAL REVENUE	22,264,498	19,755,750	42,020,248
EXPENDITURES			
Current			
General government	3,054,431	504	3,054,935
Public safety	1,137,253	-	1,137,253
Public works	7,051,854	-	7,051,854
Health and human services	170,110	-	170,110
Culture, recreation, and education	7,239,703	-	7,239,703
Conservation and development	1,795,497	445,831	2,241,328
Debt service			
Principal	6,869	2,600,482	2,607,351
Interest	878	212,274	213,152
Capital outlay	2,192,360	33,323,515	35,515,875
TOTAL EXPENDITURES	22,648,955	36,582,606	59,231,561
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(384,457)	(16,826,856)	(17,211,313)
OTHER FINANCING SOURCES (USES)			
Transfers in	912,846	11,524,212	12,437,058
Transfers (out)	(1,904,333)	(14,968,778)	(16,873,111)
Sale of capital assets	224,211	364,378	588,589
Lease proceeds	-	30,595	30,595
Issuance of long-term debt	-	18,907,261	18,907,261
TOTAL OTHER FINANCING SOURCES (USES)	(767,276)	15,857,668	15,090,392
EXCESS OF REVENUE AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	(1,151,733)	(969,188)	(2,120,921)
FUND BALANCE - BEGINNING OF YEAR, AS PREVIOUSLY STATED	13,319,692	37,133,811	50,453,503
CHANGE WITHIN THE REPORTING ENTITY	279,349	-	279,349
FUND BALANCE - BEGINNING OF YEAR, AS RESTATED	13,599,041	37,133,811	50,732,852
FUND BALANCE - END OF YEAR	**$ 12,447,308**	**$ 36,164,623**	**$ 48,611,931**

CITY OF LA CROSSE, WISCONSIN
COMBINING BALANCE SHEETS
NONMAJOR SPECIAL REVENUE FUNDS
DECEMBER 31, 2024

ASSETS	STATE GRANTS	FEDERAL GRANTS	LOCAL GRANTS	LIBRARY	LA CROSSE CENTER	TRANSIT	SPECIAL ASSESSMENTS	SPECIAL ASSIGNED	ROOM TAX	TOTAL NONMAJOR SPECIAL REVENUE FUNDS
Cash and investments	$ 307,704	$ 6,349,894	$ 145,930	$ 2,094,685	$ 224,929	$ 116,653	$ 367,350	$ 6,234,116	$ 2,407,267	$ 18,248,528
Receivable										
Taxes	-	-	-	-	-	-	300,486	-	-	300,486
Accounts and other	1,954	14,530	50,000	-	191,375	106,715	900	527,886	-	893,360
Special assessments	-	-	-	-	-	-	498,863	-	-	498,863
Loan	-	-	-	-	-	-	-	2,821,819	-	2,821,819
Due from other governments	60,103	208,529	-	-	-	871,543	-	18,379	-	1,158,554
Inventories	-	-	-	-	27,349	229,790	-	-	-	257,139
Prepaids	355	-	-	-	493,906	3,028	-	78,505	-	575,794
Leases receivable	-	-	-	-	-	-	-	2,768,819	-	2,768,819
Advances to other funds	-	-	-	-	-	-	-	127,802	-	127,802
TOTAL ASSETS	**$ 370,116**	**$ 6,572,953**	**$ 195,930**	**$ 2,094,685**	**$ 937,559**	**$ 1,327,729**	**$ 1,167,599**	**$ 12,577,326**	**$ 2,407,267**	**$ 27,651,164**
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES										
LIABILITIES										
Accounts payable	$ 41	$ 541,055	$ 600	$ -	$ 84,294	$ 63,352	$ 1,335	$ 204,301	$ -	$ 894,978
Accrued expenses										
Payroll	-	6,925	-	-	60,823	145,323	-	-	-	213,071
Interest	-	-	-	-	-	-	-	1	-	1
Due to other governments	-	-	-	-	-	678,481	-	19,884	-	698,365
Deposit payable	-	-	-	-	-	-	-	64,206	-	64,206
Unearned revenue - other	33,930	5,770,990	195,330	-	475,017	40,795	-	3,213,650	-	9,729,712
Advances from other funds	-	-	-	-	-	202,692	-	160,000	-	362,692
TOTAL LIABILITES	33,971	6,318,970	195,930	-	620,134	1,130,643	1,335	3,662,042	-	11,963,025
DEFERRED INFLOWS OF RESOURCES										
Unavailable revenue - tax roll	-	-	-	-	-	-	86,936	-	-	86,936
Unavailable revenue - special assessments	-	-	-	-	-	-	472,928	-	-	472,928
Leases	-	-	-	-	-	-	-	2,680,967	-	2,680,967
TOTAL DEFERRED INFLOWS OF RESOURCES	-	-	-	-	-	-	559,864	2,680,967	-	3,240,831
FUND BALANCES										
Nonspendable	355	-	-	-	521,255	232,818	-	206,307	-	960,735
Restricted	-	253,983	-	-	-	-	-	-	-	253,983
Committed	335,790	-	-	2,094,685	-	-	606,400	6,028,010	2,407,267	11,472,152
Unassigned	-	-	-	-	(203,830)	(35,732)	-	-	-	(239,562)
TOTAL FUND BALANCES	336,145	253,983	-	2,094,685	317,425	197,086	606,400	6,234,317	2,407,267	12,447,308
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	**$ 370,116**	**$ 6,572,953**	**$ 195,930**	**$ 2,094,685**	**$ 937,559**	**$ 1,327,729**	**$ 1,167,599**	**$ 12,577,326**	**$ 2,407,267**	**$ 27,651,164**

CITY OF LA CROSSE, WISCONSIN
COMBINING STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR SPECIAL REVENUE FUNDS
YEAR ENDED DECEMBER 31, 2024

	STATE GRANTS	FEDERAL GRANTS	LOCAL GRANTS	LIBRARY	LA CROSSE CENTER	TRANSIT	SPECIAL ASSESSMENTS	SPECIAL ASSIGNED	ROOM TAX	TOTAL NONMAJOR SPECIAL REVENUE FUNDS
REVENUE										
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 237,233	$ 237,233
Special assessment	-	-	-	-	-	-	222,984	-	-	222,984
Intergovernmental	473,914	4,100,542	287,969	14,600	-	5,318,634	-	98,861	-	10,294,520
Licenses and permits	-	-	-	-	-	-	-	753,096	-	753,096
Fines, forfeits, and penalties	-	-	-	-	-	-	-	800,547	-	800,547
Public charges for services	-	-	-	-	4,927,622	472,578	-	1,999,585	31,891	7,431,676
Intergovernmental charges for services	-	-	-	-	-	359,869	-	115,367	-	475,236
Miscellaneous	213,524	165,102	-	330,057	34,160	239,062	23,322	901,507	97,472	2,004,206
Change in fair value of investments	-	-	-	45,000	-	-	-	-	-	45,000
TOTAL REVENUE	687,438	4,265,644	287,969	389,657	4,961,782	6,390,143	246,306	4,668,963	366,596	22,264,498
EXPENDITURES										
Current										
General government	-	2,678,899	750	-	-	-	1,478	373,304	-	3,054,431
Public safety	345,254	489,996	-	-	-	-	-	302,003	-	1,137,253
Public works	-	-	-	-	-	6,988,198	63,656	-	-	7,051,854
Health and human services	-	-	-	-	-	-	-	170,110	-	170,110
Culture, recreation, and education	3,623	-	12,579	276,571	4,841,245	-	-	2,105,685	-	7,239,703
Conservation and development	202,568	-	218,524	-	-	-	-	1,374,405	-	1,795,497
Debt service										
Principal	-	-	-	-	-	6,015	-	854	-	6,869
Interest	-	-	-	-	-	878	-	-	-	878
Capital outlay	136,770	1,122,115	56,116	103,292	4,601	42,655	66,057	660,754	-	2,192,360
TOTAL EXPENDITURES	688,215	4,291,010	287,969	379,863	4,845,846	7,037,746	131,191	4,987,115	-	22,648,955
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(777)	(25,366)	-	9,794	115,936	(647,603)	115,115	(318,152)	366,596	(384,457)
OTHER FINANCING SOURCES (USES)										
Transfers in	-	-	-	-	-	800,925	47,492	64,429	-	912,846
Transfers (out)	-	-	-	-	(115,937)	(55,000)	-	(1,342,295)	(391,101)	(1,904,333)
Sale of capital assets	-	-	-	-	-	-	-	224,211	-	224,211
TOTAL OTHER FINANCING SOURCES (USES)	-	-	-	-	(115,937)	745,925	47,492	(1,053,655)	(391,101)	(767,276)
EXCESS OF REVENUE AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	(777)	(25,366)	-	9,794	(1)	98,322	162,607	(1,371,807)	(24,505)	(1,151,733)
FUND BALANCE - BEGINNING OF YEAR, AS PREVIOUSLY STATED	336,922	-	-	2,084,891	317,426	98,764	443,793	7,606,124	2,431,772	13,319,692
CHANGE WITHIN THE REPORTING ENTITY	-	279,349	-	-	-	-	-	-	-	279,349
FUND BALANCE - BEGINNING OF YEAR, AS RESTATED	336,922	279,349	-	2,084,891	317,426	98,764	443,793	7,606,124	2,431,772	13,599,041
FUND BALANCE - END OF YEAR	**$ 336,145**	**$ 253,983**	**$ -**	**$ 2,094,685**	**$ 317,425**	**$ 197,086**	**$ 606,400**	**$ 6,234,317**	**$ 2,407,267**	**$ 12,447,308**

CITY OF LA CROSSE, WISCONSIN

COMBINING BALANCE SHEETS
NONMAJOR CAPITAL PROJECT FUNDS
DECEMBER 31, 2024

ASSETS	CAPITAL PROJECTS	CAPITAL BONDS	CAPITAL NOTES	TIF 10	TIF 11	TIF 12	TIF 13	TIF 14	TIF 15	TIF 16	TIF 17
Cash and investments	$ 189,245	$ 2,487,441	$ 14,150,369	$ 166,933	$ 3,787,102	$ 19,028	$ 7,237,967	$ 985,366	$ 521,124	$ 133,731	$ 1,588,608
Receivable											
Taxes	-	-	-	315,721	4,330,124	591,723	2,742,415	1,602,358	1,238,741	742,759	1,749,466
Accounts and other	-	-	-	-	16,261	-	6,182	22,635	27,665	-	-
Loan	-	-	-	-	67,392	-	37,607	235,650	276,655	-	-
Prepaids	-	-	12,000	-	200	-	-	18,000	-	-	-
Leases receivable	-	-	-	-	-	-	216,462	-	-	-	-
Advances to other funds	-	-	-	-	20,000	-	-	-	-	-	-
TOTAL ASSETS	**$ 189,245**	**$ 2,487,441**	**$ 14,162,369**	**$ 482,654**	**$ 8,221,079**	**$ 610,751**	**$ 10,240,633**	**$ 2,864,009**	**$ 2,064,185**	**$ 876,490**	**$ 3,338,074**
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES											
LIABILITIES											
Accounts payable	$ 109,914	$ 24,734	$ 653,414	$ 952	$ 73,501	$ -	$ 76,649	$ 36,000	$ 15,722	$ -	$ 9,440
Accrued expenses											
Interest	-	-	-	-	-	-	-	-	-	-	-
Due to other governments	-	-	-	-	-	-	-	-	-	-	-
Unearned revenue - other	-	-	-	-	74,131	-	41,368	258,285	304,320	-	-
Advances from other funds	-	-	-	202,364	2,000,000	214,115	-	-	-	-	-
TOTAL LIABILITES	109,914	24,734	653,414	203,316	2,147,632	214,115	118,017	294,285	320,042	-	9,440
DEFERRED INFLOWS OF RESOURCES											
Unavailable revenue - tax roll	-	-	-	315,721	4,330,124	591,723	2,742,415	1,602,358	1,238,741	742,759	1,749,466
Leases	-	-	-	-	-	-	211,538	-	-	-	-
TOTAL DEFERRED INFLOWS OF RESOURCES	-	-	-	315,721	4,330,124	591,723	2,953,953	1,602,358	1,238,741	742,759	1,749,466
FUND BALANCES											
Nonspendable	-	-	12,000	-	20,200	-	-	18,000	-	-	-
Restricted	79,331	2,462,707	13,496,955	-	1,723,123	-	7,168,663	949,366	505,402	133,731	1,579,168
Unassigned	-	-	-	(36,383)	-	(195,087)	-	-	-	-	-
TOTAL FUND BALANCES	79,331	2,462,707	13,508,955	(36,383)	1,743,323	(195,087)	7,168,663	967,366	505,402	133,731	1,579,168
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	**$ 189,245**	**$ 2,487,441**	**$ 14,162,369**	**$ 482,654**	**$ 8,221,079**	**$ 610,751**	**$ 10,240,633**	**$ 2,864,009**	**$ 2,064,185**	**$ 876,490**	**$ 3,338,074**

(Continued on page 80)

CITY OF LA CROSSE, WISCONSIN

COMBINING BALANCE SHEETS
NONMAJOR CAPITAL PROJECT FUNDS - Continued
DECEMBER 31, 2024

ASSETS	TIF 18	TIF 19	TIF 20	TIF 21	CAPITAL EQUIPMENT	BUILDINGS AND LAND CAPITAL PROJECTS	FLOODPLAIN CONTROL	HOUSING	PARKS AND RECREATION	ROADWAY AND INFRA-STRUCTURE	TOTAL NONMAJOR CAPITAL PROJECT FUNDS
Cash and investments	$ 83,611	$ 8,438	$ 21,214	$ 8,247	$ 818,070	$ 1,541,046	$ 42,035	$ 216	$ 818,545	$ 5,466,247	$ 40,074,583
Receivable											
Taxes	83,681	-	359	-	-	-	-	-	-	-	13,397,347
Accounts and other	209,917	-	-	-	9,063	-	-	-	-	-	291,723
Loan	550,000	-	-	-	-	-	-	-	-	-	1,167,304
Prepaids	-	-	-	-	-	-	-	-	-	-	30,200
Leases receivable	-	-	-	-	-	-	-	-	-	-	216,462
Advances to other funds	-	-	-	-	-	-	-	-	-	-	20,000
TOTAL ASSETS	**$ 927,209**	**$ 8,438**	**$ 21,573**	**$ 8,247**	**$ 827,133**	**$ 1,541,046**	**$ 42,035**	**$ 216**	**$ 818,545**	**$ 5,466,247**	**$ 55,197,619**
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES											
LIABILITIES											
Accounts payable	$ 89,615	$ -	$ -	$ -	$ 1,521	$ 32,209	$ -	$ -	$ 76,204	$ 37,734	$ 1,237,609
Accrued expenses											
Interest	-	-	-	-	5,852	-	-	-	-	-	5,852
Due to other governments	-	-	-	-	306,150	-	-	-	-	-	306,150
Unearned revenue - other	759,917	-	-	-	-	-	-	-	-	-	1,438,021
Advances from other funds	-	10,000	-	10,000	-	-	-	-	-	-	2,436,479
TOTAL LIABILITES	849,532	10,000	-	10,000	313,523	32,209	-	-	76,204	37,734	5,424,111
DEFERRED INFLOWS OF RESOURCES											
Unavailable revenue - tax roll	83,681	-	359	-	-	-	-	-	-	-	13,397,347
Unavailable revenue - special assessments	-	-	-	-	-	-	-	-	-	-	211,538
TOTAL DEFERRED INFLOWS OF RESOURCES	83,681	-	359	-	-	-	-	-	-	-	13,608,885
FUND BALANCES											
Nonspendable	-	-	-	-	-	-	-	-	-	-	50,200
Restricted	-	-	21,214	-	513,610	1,508,837	42,035	216	742,341	5,428,513	36,355,212
Unassigned	(6,004)	(1,562)	-	(1,753)	-	-	-	-	-	-	(240,789)
TOTAL FUND BALANCES	(6,004)	(1,562)	21,214	(1,753)	513,610	1,508,837	42,035	216	742,341	5,428,513	36,164,623
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	**$ 927,209**	**$ 8,438**	**$ 21,573**	**$ 8,247**	**$ 827,133**	**$ 1,541,046**	**$ 42,035**	**$ 216**	**$ 818,545**	**$ 5,466,247**	**$ 55,197,619**

CITY OF LA CROSSE, WISCONSIN

COMBINING STATEMENT OF REVENUE, EXPENDITURES,AND CHANGES IN FUND BALANCES

NONMAJOR CAPITAL PROJECT FUNDS

YEAR ENDED DECEMBER 31, 2024

	CAPITAL PROJECTS	CAPITAL BONDS	CAPITAL NOTES	TIF 10	TIF 11	TIF 12	TIF 13	TIF 14	TIF 15	TIF 16	TIF 17
REVENUE											
Taxes	$ -	$ -	$ -	$ 237,641	$ 4,709,693	$ 584,605	$ 3,321,676	$ 1,748,649	$ 1,242,969	$ 789,594	$ 2,121,704
Intergovernmental	-	-	-	4,956	495,845	9,488	208,099	733,821	77,240	2,102	17,393
Public charges for services	-	-	-	-	-	-	-	-	19,861	-	-
Miscellaneous	-	-	-	9,619	232,777	8,120	331,410	118,285	71,424	27,859	113,496
TOTAL REVENUE	-	-	-	252,216	5,438,315	602,213	3,861,185	2,600,755	1,411,494	819,555	2,252,593
EXPENDITURES											
Current											
General government	-	-	-	-	-	-	-	-	-	-	-
Conservation and development	-	-	130,055	26,268	31,635	26,685	29,991	27,799	27,475	26,931	28,529
Debt service											
Principal	-	-	208,118	-	-	54,839	2,105,000	-	-	98,143	119,805
Interest	-	-	-	10,570	104,467	27,358	53,466	-	-	3,435	6,082
Capital outlay	947,715	6,142,547	6,910,150	193,725	811,906	786	330,711	928,309	584,852	248,858	23,309
TOTAL EXPENDITURES	947,715	6,142,547	7,248,323	230,563	948,008	109,668	2,519,168	956,108	612,327	377,367	177,725
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(947,715)	(6,142,547)	(7,248,323)	21,653	4,490,307	492,545	1,342,017	1,644,647	799,167	442,188	2,074,868
OTHER FINANCING SOURCES (USES)											
Transfers in	-	-	-	-	-	-	-	-	-	-	-
Transfers (out)	(47,492)	-	-	-	(3,482,006)	(305,000)	(3,007,200)	(3,233,272)	(1,520,000)	(500,000)	(2,078,031)
Sale of capital assets	-	-	-	-	-	-	-	-	-	-	-
Lease proceeds	-	-	-	-	-	-	-	-	-	-	-
Issuance of long-term debt	-	-	18,100,647	-	-	-	-	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	(47,492)	-	18,100,647	-	(3,482,006)	(305,000)	(3,007,200)	(3,233,272)	(1,520,000)	(500,000)	(2,078,031)
EXCESS OF REVENUE AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	(995,207)	(6,142,547)	10,852,324	21,653	1,008,301	187,545	(1,665,183)	(1,588,625)	(720,833)	(57,812)	(3,163)
FUND BALANCE - BEGINNING OF YEAR, AS PREVIOUSLY STATED	1,074,538	8,605,254	2,656,631	(58,036)	735,022	(382,632)	8,833,846	2,555,991	1,226,235	191,543	1,582,331
CHANGE WITHIN THE REPORTING ENTITY	-	-	-	-	-	-	-	-	-	-	-
FUND BALANCE - BEGINNING OF YEAR, AS RESTATED	1,074,538	8,605,254	2,656,631	(58,036)	735,022	(382,632)	8,833,846	2,555,991	1,226,235	191,543	1,582,331
FUND BALANCE - END OF YEAR	**$ 79,331**	**$ 2,462,707**	**$ 13,508,955**	**$ (36,383)**	**$ 1,743,323**	**$ (195,087)**	**$ 7,168,663**	**$ 967,366**	**$ 505,402**	**$ 133,731**	**$ 1,579,168**

(Continued on page 82)

CITY OF LA CROSSE, WISCONSIN

COMBINING STATEMENT OF REVENUE, EXPENDITURES,AND CHANGES IN FUND BALANCES
NONMAJOR CAPITAL PROJECT FUNDS - Continued
YEAR ENDED DECEMBER 31, 2024

	TIF 18	TIF 19	TIF 20	TIF 21	CAPITAL EQUIPMENT	BUILDINGS AND LAND CAPITAL PROJECTS	FLOODPLAIN CONTROL	HOUSING	PARKS AND RECREATION	ROADWAY AND INFRA-STRUCTURE	TOTAL NONMAJOR CAPITAL PROJECT FUNDS
REVENUE											
Taxes	$ 11,883	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,768,414
Intergovernmental	-	-	-	-	50,108	553,266	-	-	-	1,545,469	3,697,787
Public charges for services	-	-	-	-	-	-	-	-	-	-	19,861
Miscellaneous	3,192	258	1,151	253	42,703	60,505	1,602	9	42,858	204,167	1,269,688
TOTAL REVENUE	15,075	258	1,151	253	92,811	613,771	1,602	9	42,858	1,749,636	19,755,750
EXPENDITURES											
Current											
General government	-	-	-	-	-	-	-	-	-	504	504
Conservation and development	80,497	483	9,483	-	-	-	-	-	-	-	445,831
Debt service											
Principal	-	-	-	-	14,577	-	-	-	-	-	2,600,482
Interest	-	522	-	522	5,852	-	-	-	-	-	212,274
Capital outlay	10,651,022	-	-	484	1,679,711	2,146,473	-	-	245,453	1,477,504	33,323,515
TOTAL EXPENDITURES	10,731,519	1,005	9,483	1,006	1,700,140	2,146,473	-	-	245,453	1,478,008	36,582,606
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(10,716,444)	(747)	(8,332)	(753)	(1,607,329)	(1,532,702)	1,602	9	(202,595)	271,628	(16,826,856)
OTHER FINANCING SOURCES (USES)											
Transfers in	10,690,473	-	-	-	49,000	548,739	-	-	-	236,000	11,524,212
Transfers (out)	-	-	-	-	(86,232)	(236,000)	-	-	(237,545)	(236,000)	(14,968,778)
Sale of capital assets	-	-	-	-	364,378	-	-	-	-	-	364,378
Lease proceeds	-	-	-	-	30,595	-	-	-	-	-	30,595
Issuance of long-term debt	-	-	-	-	806,614	-	-	-	-	-	18,907,261
TOTAL OTHER FINANCING SOURCES (USES)	10,690,473	-	-	-	1,164,355	312,739	-	-	(237,545)	-	15,857,668
EXCESS OF REVENUE AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	(25,971)	(747)	(8,332)	(753)	(442,974)	(1,219,963)	1,602	9	(440,140)	271,628	(969,188)
FUND BALANCE - BEGINNING OF YEAR	19,967	(815)	29,546	(1,000)	956,584	2,728,800	40,433	207	1,182,481	5,156,885	37,133,811
CHANGE WITHIN THE REPORTING ENTITY	-	-	-	-	-	-	-	-	-	-	-
FUND BALANCE - BEGINNING OF YEAR, AS RESTATED	19,967	(815)	29,546	(1,000)	956,584	2,728,800	40,433	207	1,182,481	5,156,885	37,133,811
FUND BALANCE - END OF YEAR	**$ (6,004)**	**$ (1,562)**	**$ 21,214**	**$ (1,753)**	**$ 513,610**	**$ 1,508,837**	**$ 42,035**	**$ 216**	**$ 742,341**	**$ 5,428,513**	**$ 36,164,623**

CITY OF LA CROSSE, WISCONSIN

STATEMENT OF NET POSITION - INTERNAL SERVICE FUNDS

DECEMBER 31, 2024

ASSETS	STOCK ROOM	SELF INSURED HEALTH	S125 FLEX SPENDING	LIABILITY CLAIMS	WORKER'S COMPENSATION	FUEL MANAGEMENT	PAYROLL LIABILITIES	TOTALS
CURRENT ASSETS								
Cash and investments	$ -	$ 9,889,379	$ 706,684	$ 37,186	$ 2,122,990	$ 770,420	$ 154,822	$ 13,681,481
Accounts receivable								
Customer	-	44,101	14,685	-	-	5,050	765,975	829,811
Due from other governments	-	-	-	-	-	-	10,669	10,669
Inventories	134,549	-	-	-	-	67,662	-	202,211
Prepaids	-	13,749	-	-	-	-	12,729	26,478
RESTRICTED ASSETS								
Cash	-	-	-	-	47,012	-	-	47,012
NONCURRENT ASSETS								
Advances to other funds	-	-	-	-	150,000	-	-	150,000
TOTAL ASSETS	**$ 134,549**	**$ 9,947,229**	**$ 721,369**	**$ 37,186**	**$ 2,320,002**	**$ 843,132**	**$ 944,195**	**$ 14,947,662**
LIABILITIES AND NET POSITION								
LIABILITIES								
CURRENT LIABILITIES								
Accounts payable	$ -	$ 5,130,580	$ -	$ 320,050	$ 739,165	$ 40,728	$ 213,738	$ 6,444,261
Payroll	-	26,362	-	-	-	-	-	26,362
Other	-	-	-	-	-	-	730,457	730,457
Due to other funds	32,864	-	-	-	-	-	-	32,864
Unearned revenue - other	-	44,309	-	-	-	-	-	44,309
NONCURRENT LIABILITIES								
Advances from other funds	-	-	-	150,000	-	-	-	150,000
TOTAL LIABILITIES	32,864	5,201,251	-	470,050	739,165	40,728	944,195	7,428,253
NET POSITION								
Restricted for other	-	-	-	-	47,012	-	-	47,012
Unrestricted	101,685	4,745,978	721,369	(432,864)	1,533,825	802,404	-	7,472,397
TOTAL NET POSITION	101,685	4,745,978	721,369	(432,864)	1,580,837	802,404	-	7,519,409
TOTAL LIABILITIES AND NET POSITION	**$ 134,549**	**$ 9,947,229**	**$ 721,369**	**$ 37,186**	**$ 2,320,002**	**$ 843,132**	**$ 944,195**	**$ 14,947,662**

CITY OF LA CROSSE, WISCONSIN

STATEMENT OF REVENUE, EXPENSES, AND CHANGES IN NET POSITION
INTERNAL SERVICE FUNDS
YEAR ENDED DECEMBER 31, 2024

	STOCK ROOM	SELF INSURED HEALTH	S125 FLEX SPENDING	LIABILITY CLAIMS	WORKER'S COMPENSATION	FUEL MANAGEMENT	TOTALS
OPERATING REVENUE							
Interdepartmental sales	$ 185,335	$ 12,094,864	$ 486,967	$ 143,875	$ 465,716	$ 1,057,653	$ 14,434,410
Other revenue	21	786,119	29,676	363,584	291,239	-	1,470,639
TOTAL OPERATING REVENUE	185,356	12,880,983	516,643	507,459	756,955	1,057,653	15,905,049
OPERATING EXPENSES							
Plant and maintenance expenses:							
Salaries and wages	-	200,979	477,885	-	259,721	-	938,585
Supplies and expenses	-	3,745	-	-	-	1,044,091	1,047,836
TOTAL PLANT AND MAINTENANCE EXPENSES	-	204,724	477,885	-	259,721	1,044,091	1,986,421
GENERAL EXPENSES							
Office supplies and other expenses	187,674	2,596	-	-	-	-	190,270
Outside services employed	-	55,535	-	-	-	4,590	60,125
Insurance expense	-	2,226,438	-	372,632	3,733	-	2,602,803
Employee benefits	-	14,485,076	-	-	-	-	14,485,076
TOTAL GENERAL EXPENSES	187,674	16,769,645	-	372,632	3,733	4,590	17,338,274
TOTAL OPERATING EXPENSES	187,674	16,974,369	477,885	372,632	263,454	1,048,681	19,324,695
OPERATING INCOME (LOSS)	(2,318)	(4,093,386)	38,758	134,827	493,501	8,972	(3,419,646)
NONOPERATING REVENUE (EXPENSES)							
Interest income	-	455,726	25,343	-	-	26,576	507,645
CHANGE IN NET POSITION	(2,318)	(3,637,660)	64,101	134,827	493,501	35,548	(2,912,001)
NET POSITION - BEGINNING OF YEAR	104,003	8,383,638	657,268	(567,691)	1,087,336	766,856	10,431,410
NET POSITION - END OF YEAR	**$ 101,685**	**$ 4,745,978**	**$ 721,369**	**$ (432,864)**	**$ 1,580,837**	**$ 802,404**	**$ 7,519,409**

CITY OF LA CROSSE, WISCONSIN

STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
YEAR ENDED DECEMBER 31, 2024

	STOCK ROOM	SELF INSURED HEALTH	S125 FLEX SPENDING	LIABILITY CLAIMS	WORKER'S COMPENSATION	FUEL MANAGEMENT	PAYROLL LIABILITIES	TOTALS
CASH FLOWS FROM OPERATING ACTIVITIES								
Receipts from customers	$ 21	$ 761,385	$ 28,196	$ 363,584	$ 291,239	$ (3,879)	$ -	$ 1,440,546
Receipts from (payments to) municipality	226,546	12,094,864	486,967	143,875	465,716	1,057,653	(93)	14,475,528
Payments to suppliers for goods and services	(240,814)	(2,202,055)	-	(672,169)	(330,068)	(1,050,272)	-	(4,495,378)
Payments for employees wages and benefits	-	(14,659,693)	(477,885)	-	(259,721)	-	-	(15,397,299)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	(14,247)	(4,005,499)	37,278	(164,710)	167,166	3,502	(93)	(3,976,603)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES								
Advances from other funds, net	-	-	-	150,000	-	-	-	150,000
CASH FLOWS FROM INVESTING ACTIVITIES								
Interest received	-	455,726	25,343	-	-	26,576	-	507,645
Advance to other funds, net	-	-	-	-	(150,000)	-	-	(150,000)
Net cash provided by (used in) investing activities	-	455,726	25,343	-	(150,000)	26,576	-	357,645
NET CHANGE IN CASH AND CASH EQUIVALENTS	(14,247)	(3,549,773)	62,621	(14,710)	17,166	30,078	(93)	(3,468,958)
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	14,247	13,439,152	644,063	51,896	2,152,836	740,342	154,915	17,197,451
CASH AND CASH EQUIVALENTS - END OF YEAR	**$ -**	**$ 9,889,379**	**$ 706,684**	**$ 37,186**	**$ 2,170,002**	**$ 770,420**	**$ 154,822**	**$ 13,728,493**
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES								
Operating income (loss)	$ (2,318)	$ (4,093,386)	$ 38,758	$ 134,827	$ 493,501	$ 8,972	$ -	$ (3,419,646)
Changes in assets and liabilities								
Decrease (increase) in receivables - customers	-	(24,734)	(1,480)	-	-	(3,879)	(361,638)	(391,731)
(Increase) decrease in due from other governments	-	-	-	-	-	-	(10,669)	(10,669)
Decrease (increase) in inventories	(44,436)	-	-	-	-	(22,515)	-	(66,951)
(Increase) decrease in prepaid expenses	-	(13,708)	-	-	-	-	(671)	(14,379)
Increase (decrease) in accounts payable	(357)	99,967	-	(299,537)	(326,335)	20,924	18,426	(486,912)
Increase (decrease) in payroll payable	-	26,362	-	-	-	-	-	26,362
Increase (increase) in other accrued expenses	-	-	-	-	-	-	354,459	354,459
Increase (decrease) in due to other funds	32,864	-	-	-	-	-	-	32,864
Total adjustments	(11,929)	87,887	(1,480)	(299,537)	(326,335)	(5,470)	(93)	(556,957)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	**$ (14,247)**	**$ (4,005,499)**	**$ 37,278**	**$ (164,710)**	**$ 167,166**	**$ 3,502**	**$ (93)**	**$ (3,976,603)**
CASH AND CASH EQUIVALENTS AT END OF YEAR								
Cash and investments	$ -	$ 9,889,379	$ 706,684	$ 37,186	$ 2,122,990	$ 770,420	$ 154,822	$ 13,681,481
Restricted cash	-	-	-	-	47,012	-	-	47,012
TOTAL CASH AND CASH EQUIVALENTS	**$ -**	**$ 9,889,379**	**$ 706,684**	**$ 37,186**	**$ 2,170,002**	**$ 770,420**	**$ 154,822**	**$ 13,728,493**

CITY OF LA CROSSE, WISCONSIN

OTHER REPORT

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Common Council
City of La Crosse, Wisconsin

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of La Crosse (the "City") as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated July 31, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weakness. Therefore, material weaknesses, or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Hawkins Ash CPAs, LLP

La Crosse, Wisconsin
July 31, 2025

CITY OF LA CROSSE, WISCONSIN

INDEPENDENT AUDITORS' REPORT ON COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE

DECEMBER 31, 2024

CITY OF LA CROSSE, WISCONSIN

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INDEPENDENT AUDITORS' REPORT ON COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE

To the Common Council
City of La Crosse, Wisconsin

We have audited the financial statements of the City of La Crosse (the "City") for the year ended December 31, 2024, and have issued our report thereon dated July 31, 2025. Professional standards also require that we advise you of the following matters related to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated December 30, 2024, our responsibility, as described by professional standards, is to form and express an opinion(s) about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our findings regarding significant control deficiencies over financial reporting and material noncompliance, and other matters noted during our audit.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance With All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, and our firm have complied with all relevant ethical requirements regarding independence.

Significant Risks Identified

We have identified the following significant risks:

- *Management Override of Controls* - Professional standards require the auditor to address the risk that management is in a unique position to override controls that otherwise appear to be operating effectively.

- *Improper Revenue Recognition* - Professional standards require the auditor to presume that risks of material misstatements exist in revenue recognition.

We have designed our audit procedures to adequately address the significant risks identified.

Qualitative Aspects of the City's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City is included in Note 17 to the financial statements. As described in Note 17 to the financial statements, during the year, the City changed accounting policies by adopting Governmental Accounting Standards Board No. 101, *Compensated Absences*, in 2024. Accordingly, the cumulative effect of the accounting change as of the beginning of the year has been reported in the Statement of Activities. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

- The other post-employment benefits (OPEB) liability is based on an actuarial review of the City's health benefits plan and employee base.

- Management's estimate of the Wisconsin Retirement System pension was calculated by the State of Wisconsin Department of Employee Trust Funds' third-party actuary.

- Management's estimate of the Wisconsin Retirement System local retiree life insurance fund was calculated by the State of Wisconsin Department of Employee Trust Funds' third-party actuary.

We evaluated the key factors and assumptions used to develop the estimates listed above in determining that they are reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the City's financial statements relate to revenue recognition, Wisconsin Retirement System pension, Wisconsin Retirement System, local retiree life insurance fund, and Other Post-Employment Benefits defined benefit plan.

Significant Unusual Transactions

For purposes of this communication, professional standards require us to communicate to you significant unusual transactions identified during our audit. We have not identified any significant unusual transactions during the audit.

Significant Difficulties Encountered During the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Management has corrected all identified misstatements. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brough to the attention of management as a result of our audit procedures. The material misstatements listed under Appendix A that we identified as a result of our audit procedures were brought to the attention of, and corrected by, management.

Disagreements With Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the City's financial statements or the auditors' report. No such disagreements arose during the course of the audit.

Representations Requested From Management

We have requested certain written representations from management which are included in the attached management representation letter listed under Appendix B dated July 31, 2025.

Management Consultations With Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the City, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the City, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City's auditors.

This report is intended solely for the information and use of the City Council and management of the City, and is not intended to be, and should not be, used by anyone other than these specified parties.

Hawkins Ash CPAs, LLP

La Crosse, Wisconsin
July 31, 2025

CITY OF LA CROSSE, WISCONSIN

APPENDIX A
ADJUSTING JOURNAL ENTRIES

CITY OF LA CROSSE, WISCONSIN

ADJUSTING JOURNAL ENTRIES
DECEMBER 31, 2024

Account	Description	Debit	Credit
Adjusting Journal Entry #1			
To adjust enterprise lease terminations.			
480 -99-99-9910-598000-	Gain/Loss On Disposal	291,764	
480 -99-99-9910-563000-	Lease Principal		291,764
	TOTAL	**291,764**	**291,764**

CITY OF LA CROSSE, WISCONSIN

APPENDIX B
MANAGEMENT REPRESENTATION LETTER

GRAND RIVER • GREAT CITY
La Crosse • Wisconsin

July 31, 2025

Hawkins Ash CPAs, LLP
500 South 2ND Street, Suite 200
La Crosse, WI 54601

This representation letter is provided in connection with your audit of the City of La Crosse (the "City") as of December 31, 2024, and for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the basic financial statements present fairly, in all material respects, the financial position, and results of operations, of the various opinion units of the City in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of July 31, 2025.

Financial Statements

1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated December 30, 2024, for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with U.S. GAAP.

2) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.

4) We acknowledge our responsibility for compliance with the laws, regulations, and provisions of contracts and grant agreements.

5) We have reviewed, approved, and taken responsibility for the financial statements and related notes.

6) We have a process to track the status of audit findings and recommendations.

7) We have identified and communicated to you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.

City of La Crosse Finance Department, 400 La Crosse Street, La Crosse WI 54601-3396
Chadwick Hawkins, Director of Finance, Telephone (608) 789-7576 Fax (608) 789-7320

8) The methods, data, and significant assumptions used by us in making accounting estimates and their related disclosures, are appropriate to achieve recognition, measurement, or disclosure that is reasonable in the context of the applicable financial reporting framework.

9) All related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.

10) All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.

11) We have reviewed and approved the various adjusting journal entries that were proposed by you for recording in our books and records and reflected in the financial statements.

12) The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.

13) All component units, as well as joint ventures with an equity interest, are included and other joint ventures and related organizations are properly disclosed.

14) All funds and activities are properly classified.

15) All funds that meet the quantitative criteria in GASB Statement No. 34, *Basic Financial Statements-and Management's Discussion and Analysis-for State and Local Governments*, GASB Statement No. 37, *Basic Financial Statements-and Management's Discussion and Analysis-for State and Local Governments: Omnibus* as amended, and GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.

16) All components of net position, nonspendable fund balance, and restricted, committed, assigned, and unassigned fund balance are properly classified and, if applicable, approved.

17) Our policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance are available is appropriately disclosed and net position/fund balance is properly recognized under the policy.

18) All revenues within the statement of activities have been properly classified as program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.

19) All expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations, if any, have been made on a reasonable basis.

20) All interfund and intra-entity transactions and balances have been properly classified and reported.

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21) Special items and extraordinary items have been properly classified and reported.

22) Deposit and investment risks have been properly and fully disclosed.

23) Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.

24) All required supplementary information is measured and presented within the prescribed guidelines.

25) With regard to investments and other instruments reported at fair value:

- The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated courses of action.
- The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
- The disclosures related to fair values are complete, adequate, and in accordance with U.S. GAAP.
- There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.

26) With respect to the nonattest services provided, we have performed the following:

- Made all management decisions and performed all management functions;
- Assigned a competent individual to oversee the services;
- Evaluated the adequacy of the services performed;
- Evaluated and accepted responsibility for the result of the service performed; and
- Established and maintained internal controls, including monitoring ongoing activities.

27) With respect to the supplementary information accompanying the financial statements:

- We acknowledge our responsibility for the presentation of the supplementary information with U.S. GAAP.
- We believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. GAAP.
- The methods of measurement or presentation have not changed from those used in the prior period.
- We believe the significant assumptions or interpretations underlying the measurement or presentation of the supplementary information, and the basis for our assumptions and interpretations, are reasonable and appropriate in the circumstances.
- We acknowledge our responsibility to include the auditors' report on the supplementary information in any document containing the supplementary information and that indicates the auditor reported on such supplementary information.
- We acknowledge our responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the

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intended users of the supplementary information no later than the date of issuance by the City of the supplementary information and the auditors' report thereon.

28) With respect to the required supplementary information accompanying the financial statements:

- We acknowledge our responsibility for the presentation of the required supplementary information in accordance with U.S. GAAP.
- We believe the required supplementary information, including its form and content, is measured and fairly presented in accordance with U.S. GAAP.
- The methods of measurement or presentation have not changed from those used in the prior period.
- We believe the significant assumptions or interpretations underlying the measurement or presentation of the required supplementary information, and the basis for our assumptions and interpretations, are reasonable and appropriate in the circumstances.

Information Provided

29) We have provided you with:

- Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, meeting minutes, and other matters;
- Additional information that you have requested from us for the purpose of the audit; and
- Unrestricted access to persons within the City from whom you determined it necessary to obtain audit evidence.

30) All transactions have been recorded in the accounting records and are reflected in the financial statements.

31) The financial statements and any other information included in the annual report are consistent with one another, and the other information does not contain any material misstatements

32) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.

33) We have provided to you our analysis of the City's ability to continue as a going concern, including significant conditions and events present, and if necessary, our analysis of management's plans, and our ability to achieve those plans.

34) We have no knowledge of any fraud or suspected fraud that affects the City and involves:

- Management;
- Employees who have significant roles in internal control; or
- Others where the fraud could have a material effect on the financial statements.

35) We have no knowledge of any allegations of fraud, or suspected fraud, affecting the City's financial statements communicated by employees, former employees, vendors, regulators, or

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others.

36) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.

37) We have disclosed to you the identity of the City's related parties and all the related party relationships and transactions of which we are aware.

38) There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.

39) The City has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.

40) We have disclosed to you all guarantees, whether written or oral, under which the City is contingently liable.

41) We have disclosed to you all nonexchange financial guarantees, under which we are obligated and have declared liabilities and disclosed properly in accordance with GASB Statement No. 70, *Accounting and Financial Reporting for Nonexchange Financial Guarantees*, for those guarantees where it is more likely than not that the City will make a payment on any guarantee.

42) For nonexchange financial guarantees where we have declared liabilities, the amount of the liability recognized is the discounted present value of the best estimate of the future outflows expected to be incurred as a result of the guarantee. Where there was no best estimate but a range of estimated future outflows has been established, we have recognized the minimum amount within the range.

43) We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB Statement No. 62 (GASB-62), *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.

44) We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.

45) There are no:

- Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
- Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62.

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- Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62.
- Continuing disclosure consent decree agreements or filings with the Securities and Exchange Commission and we have filed updates on a timely basis in accordance with the agreements (Rule 240, 15c2-12).

46) The City has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.

47) We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

48) We believe that the actuarial assumptions and methods used to measure pension and other postemployment benefit liabilities and costs for financial accounting purposes are appropriate in the circumstances.

49) We have provided to you our views on reported audit findings, conclusions, and recommendations, as well as planned corrective actions.

Director of Finance

Deputy Director of Finance

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1028

Agenda Date: 9/4/2025 **Version:** 2 **Status:** New Business

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

Agenda Number:

Resolution approving subordination request by Haven on Main, LLC regarding TIF Development Agreement.

RESOLUTION

WHEREAS**,** Haven on Main, LLC entered into a Development Agreement for the property located on the corner of Main and 10th Street North for the purpose of constructing an affordable housing development that will serve adults living with disabilities; and

WHEREAS, Old National Bank is providing a construction loan for the development and has requested a subordination of the Development Agreement.

NOW THEREFORE BE IT RESOLVED, the Common Council of the City of La Crosse approves the request and authorizes the Mayor to sign the subordination documents.

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

SUBORDINATION AGREEMENT - REGULATORY AGREEMENT ONLY

THIS SUBORDINATION AGREEMENT FOR REGULATORY AGREEMENT ("**Agreement**") is effective as of the ___ day of _____, 20__ by the **CITY OF LA CROSSE, WISCONSIN**, a Wisconsin municipal corporation ("**Governmental Entity**"), and **HAVEN ON MAIN, LLC**, a Wisconsin limited liability company (**"Borrower"),** for the benefit of **OLD NATIONAL BANK** ("**Lender**").

RECITALS

A. Simultaneously herewith Borrower is acquiring certain improved real property located in the County of La Crosse, State of Wisconsin as more particularly described on Exhibit A attached hereto ("**Property**").

B. Borrower has certain obligations under the Haven on Main Development Agreement dated June 25, 2025 ("**Regulatory Agreement**") between Governmental Entity and Borrower, a memorandum of which is recorded on title to the Property on _____ __, ____ as Document No. _____in the La Crosse County, Wisconsin Official Records ("**Official Records**"), pursuant to which the Property was subjected to certain restrictions by Governmental Entity.

C. To finance the construction certain improvements on the Property, Lender is making a loan to Borrower in the original principal amount of $[15,350,000] ("**Loan**") pursuant to a Loan and Security Agreement between Lender and Borrower (as supplemented or amended from time to time, the "**Loan Agreement**") and evidenced by a Promissory Note by Borrower to Lender (as supplemented or amended from time to time, the "**Note**"). The Loan is to be secured by a Mortgage that will be recorded among the Official Records (as supplemented or amended from time to time, the "**Mortgage**") (the Loan Agreement, the Note and the Mortgage, together with all other documents executed with respect to the Loan, are hereinafter collectively referred to as the "**Loan Documents**").

D. As a condition to making the Loan, Lender requires that the Loan Documents be a lien on the Property superior to the lien of the Regulatory Agreement and that the rights of Lender under the Loan Documents be superior to the rights of Governmental Entity and Borrower under the Regulatory Agreement. Lender will not make the Loan unless Governmental Entity and Borrower agree to subordinate their rights and obligations under the Regulatory Agreement.

E. Borrower and Governmental Entity hereby agree to subordinate the Regulatory Agreement on and subject to the terms, conditions and requirements set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing Recitals are hereby incorporated into this Agreement as agreements among the parties.

2. **Subordination.** The Governmental Entity hereby covenants and agrees that the Regulatory Agreement is and will at all times continue to be, subordinate, subject and inferior to the rights of Lender under the Loan Documents and that the liens, rights (including approval and consent rights), remedies, payment interests, priority interests, and security interests granted to Governmental Entity pursuant to or in connection with the Regulatory Agreement are hereby expressly acknowledged to be in all respects and at all times, subject, subordinate and inferior in all respects to the liens, rights (including approval and consent rights), remedies, payment, priority and security interests granted to Lender pursuant to the Loan Documents and the terms, covenants, conditions, operations and effects thereof. Notwithstanding the above, Governmental Entity may exercise the remedies of specific performance or injunctive relief.

3. **Financing, Encumbrance and Transfer Approval.** Governmental Entity hereby approves the financing evidenced by the Mortgage. Governmental Entity further agrees that any transfer of the Property in connection with foreclosure or deed in lieu thereof will not require Governmental Entity's consent.

4. **Insurance/Casualty.** Governmental Entity hereby agrees that, notwithstanding the provisions of Section 2.9 of the Regulatory Agreement, the Loan Documents will govern the application of insurance proceeds with respect to the Property.

5. **Lender Notice of Default.** In consideration of Governmental Entity's agreements contained in this Agreement, Lender agrees that in the event of any default by Borrower under the Loan Documents, Governmental Entity will be entitled to receive a copy of any notice of default given by Lender to Borrower under the Loan Documents. Neither the giving nor the failure to give a notice to Governmental Entity pursuant to this Section 5 will affect the validity of any notice given by Lender to the Borrower.

6. **Governmental Entity Notice of Default.** Governmental Entity must give Lender a concurrent copy of each material notice (including without limitation each notice of default) given by Governmental Entity under or with respect to the Regulatory Agreement, and agrees that Lender, at Lender's sole election, will have the right (but not the obligation) to cure any default by Borrower under the Regulatory Agreement on its and/or Borrower's behalf. Governmental Entity hereby represents and warrants that, to the best of its knowledge, there is no current default under the Regulatory Agreement and that there are no outstanding IRS 8823 Reports of Non-Compliance.

7. **Governmental Entity's Rights.** Except as set forth in Sections 2 and 8 of this Agreement, nothing in this Agreement is intended to abridge or adversely affect any right or obligation

of Borrower and/or Governmental Entity, respectively, under the Regulatory Agreement; provided that, (A) the Regulatory Agreement may not be modified, amended, changed or altered without the prior written consent of Lender so long as the Loan is secured by the Property, not to be unreasonably delayed or denied, and (B) for so long as the Loan is secured by the Property, notwithstanding the terms of the Regulatory Agreement to the contrary, neither Borrower nor Governmental Entity will, without Lender's prior written consent, exercise or seek any right or remedy under the Regulatory Agreement or available at law or in equity which will or could result in (i) a transfer of possession of the Property or the control, operations or management thereof, (ii) collection or possession of rents or revenues from or with respect to the Property by any party other than Borrower or Lender; (iii) appointment of a receiver for the Property; (iv) application of insurance or condemnation proceeds other than as approved by Lender pursuant to the Loan Documents; (v) removal or replacement of the existing property manager of the Property; or (vi) a material adverse effect on Lender's security for the Loan. Revenues do not include the tax increment financing payments made by Governmental Entity pursuant to the Regulatory Agreement.

8. Foreclosure by Lender. In the event of foreclosure, deed in lieu of foreclosure, or similar disposition of the Property by Lender (i) prior to the Substantial Completion of the Project in accordance with Section 1.3(g)(3)(c) of the Regulatory Agreement, this Agreement shall terminate and be of no force or effect, or (ii) after the Substantial Completion of the Project in accordance with Section 1.3(g)(3)(c) of the Regulatory Agreement, (a) no consent will be required from Governmental Entity, and (b) the Regulatory Agreement will automatically terminate, other than Sections 2.6(a), 2.6(b), 2.6(c), 2.7(b) and 2.7(e) of the Regulatory Agreement, unless Lender affirmatively elects, at Lender's election in its sole discretion, to keep the Regulatory Agreement in place in order to continue to obtain tax increment financing (TIF) benefits from the Governmental Entity, and (c) Lender will have no indemnification obligations to Governmental Entity for any period during which Lender does not own or is not in possession of the Property.

9. Refinancing. Governmental Entity agrees that its agreement to subordinate hereunder will extend to any new mortgage debt which is for the purpose of refinancing all or any part of the indebtedness evidenced by the Loan Documents (including reasonable and necessary costs associated with the closing and/or the refinancing, and any reasonable increase in proceeds for rehabilitation in the context of a preservation transaction). All terms and covenants of this Agreement will inure to the benefit of any holder of any such refinanced debt, and all references to the Loan Documents and Lender will mean, respectively, the refinance loan documents and the holder of such refinanced debt.

10. Miscellaneous Provisions.

(a) This Agreement represents the entire understanding and agreement between the parties with regard to the matters addressed herein, and will supersede and cancel any prior agreements with regard to such matters.

(b) If there is any conflict or inconsistency between the terms of the Regulatory Agreement and the terms of this Agreement, then the terms of this Agreement will control.

(c) This Agreement will be binding upon and will inure to the benefit of the respective legal successors and permitted assigns of the parties to this Agreement. Without prior notice to or the consent of the Governmental Entity or the Borrower, the Lender may freely transfer or assign the Loan and the Loan Documents, including this Agreement, in whole or in part, and the Governmental Entity acknowledges and agrees that any future legal holder of the Note will automatically be a legal successor and permitted assignee of Lender hereunder, without the necessity of any further action or instrument. No other party will be entitled to any benefits under this Agreement, whether as a third-party beneficiary or otherwise.

(d) If any one or more of the provisions contained in this Agreement, or any application of any such provisions, is invalid, illegal, or unenforceable in any respect, the validity, legality, enforceability, and application of the remaining provisions contained in this Agreement will not in any way be affected or impaired.

(e) Each notice, request, demand, consent, approval or other communication (collectively, "**Notices**," and singly, a "**Notice**") which is required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and sufficiently given if (i) personally delivered with proof of delivery (any Notice so delivered will be deemed to have been received at the time so delivered), or (ii) sent by a national overnight courier service (such as FedEx) designating earliest available delivery (any Notice so delivered will be deemed to have been received on the next Business Day following receipt by the courier), or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any Notice so sent will be deemed to have been received on the date of delivery as confirmed by the return receipt), addressed to the respective parties as follows:

If to Governmental Entity:
Attn: City Clerk of City of La Crosse
400 La Crosse Street
La Crosse, Wisconsin 54601

If to Lender:
Old National Bank
2570 Midwest Drive
Onalaska, WI 54650
Attention: Amber Hamernik
Email: alhamernik@bremer.com

And to:

Jones Walker LLP
201 St Charles Ave
New Orleans, LA 70170
Attention: Aileen S. Thomas
Email: athomas@joneswalker.com

If to Borrower:

Haven on Main, LLC
c/o Couleecap, Inc.
201 Melby Street
Westby, Wisconsin 54667
Attn: Executive Director

Any party, by Notice given pursuant to this Section, may change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its Notices, but Notice of a change of address will only be effective upon receipt. Neither party will refuse or reject delivery of any Notice given in accordance with this Section.

(f) Each of the parties will, whenever and as often as they are requested to do so by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further instruments and documents as may be reasonably necessary to carry out the intent and purpose of this Agreement, and to do any and all further acts reasonably necessary to carry out the intent and purpose of this Agreement.

(g) This Agreement will be governed by the laws of the State in which the Property is located.

(h) Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations under this Agreement.

(i) No failure or delay on the part of any party to this Agreement in exercising any right, power, or remedy under this Agreement will operate as a waiver of such right, power, or remedy, nor will any single or partial exercise of any such right, power or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power or remedy under this Agreement.

(j) Each party to this Agreement acknowledges that if any party fails to comply with its obligations under this Agreement, the other parties will have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.

(k) This Agreement may be assigned at any time by Lender to any subsequent holder of the Note.

(l) This Agreement may be amended, changed, modified, altered or terminated only by a written instrument signed by the parties to this Agreement or their successors or assigns.

(m) This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

(n) Nothing in this Agreement is intended, nor will it be construed, to in any way limit the exercise by Governmental Entity of its governmental powers (including police, regulatory and taxing powers) with respect to Borrower or the Property to the same extent as if it were not a party to this Agreement or the transactions contemplated by this Agreement.

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN THE REGULATORY AGREEMENT BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF THE MORTGAGE.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year above written.

GOVERNMENTAL ENTITY

CITY OF LA CROSSE, WISCONSIN,
a Wisconsin municipal corporation

By:_____
Name:
Title:

[ADD NOTARY ACKNOWLEDGMENT]

BORROWER:

HAVEN ON MAIN, LLC,
a Wisconsin limited liability company

By: Couleecap Taxable, LLC,
a Wisconsin limited liability company
Its: Managing Member

By: Couleecap, Inc,
a Wisconsin nonstock corporation
Its: Manager

By: _____
Hetti Brown, Executive Director

[ADD NOTARY ACKNOWLEDGMENT]

LENDER:

OLD NATIONAL BANK

By:_____
Name: Amber Hamernik
Title: VP Business Banking

[ADD NOTARY ACKNOWLEDGMENT]

EXHIBIT A

LEGAL DESCRIPTION

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: 25-1028

Caption: Resolution approving subordination request by Haven on Main, LLC regarding TIF Development Agreement.

Staff/Department Responsible for Legislation

Julie Emslie, Planning & Development

Requestor of Legislation

Haven on Main, LLC

Location, if applicable

Corner of 10th and Main St

Summary/Purpose

The City received a subordination request to the Development Agreement with Haven on Main, LLC.

Background

Haven on Main LLC is pursuing a construction loan with Old National Bank for the Haven on Main development project. Old National Bank is requiring that the loan documents be lien on the relevant property superior to the lien of the City's Development Agreement. Old National Bank will not make the needed loan unless the City and Haven on Main agree to subordinate their rights and obligations under the Development Agreement.

This requirement is common practice with Lenders who are arguable carrying a more significant risk in lending a substantial amount of funds to the project. The agreement has been reviewed by both the Legal and Planning department.

Fiscal Impact

The Development Agreement outlines $797K in TIF pay-go assistance once the project has been constructed, and an additional estimated $250k in public infrastructure improvements to be paid via TIDs 11 & 17.

Staff Recommendation

Approval

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1054

Agenda Date: 9/4/2025 **Version:** 1 **Status:** New Business

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

Agenda Number:

Resolution approving a reorganization to the table of positions and classifications for department of the Mayor.

RESOLUTION

WHEREAS, City Department Heads may request reorganization of their departmental staffing and position reclassifications for their personnel; and

WHEREAS, the Mayor's office has determined a need to add and remove positions within the department to continue to meet the needs of City operations.

NOW, THEREFORE BE IT RESOLVED that the addition in position classification, job title and compensation listed below is hereby approved as follows:

- REMOVE one (1) position of exempt Communications Coordinator, Grade 11, step 4, $79,248.00 annually effective December 4th, 2025.
- Add pay Grade 21 to the non-represented pay scale with a range of $143,707.20 (Step 1) to $188,531.20 (Step 11) annually effective December 4th, 2025.
- ADD one (1) position of exempt, Director of Operations, Grade 21, salary range of $143,707.20 (Step 1) to $188,531.20 (Step 11) annually effective December 19th, 2025.

BE IT FURTHER RESOLVED that the position title and classification identified herein are hereby approved effective the dates listed above, and the Director of Human Resources and the Mayor are hereby authorized and directed to take all necessary steps to implement this resolution.

CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID 25-1054 Caption Resolution approving a reorganization to the table of positions and classifications for the department of the Mayor.

Staff/Department Responsible for Legislation

Shaundel Washington-Spivey, Mayor

Requestor of Legislation

Rebecca Franzen, Director of Human Resources

Location, if applicable

Summary/Purpose

The purpose of this request is to:

REMOVE one (1) position of exempt, Communications Coordinator, Grade 11, Step 4 $79,248.00/annually.
ADD pay grade 21 to the non-represented pay scale with a range of $143,707.20 (Step 1) to $188,531.20 (Step 11).
ADD one (1) position of exempt, Director of Operations, Grade 21, salary range range of $143,707.20 (Step 1) to $188,531.20 (Step 11).

Background

The need for professional-level management within the Mayor's office has been an ongoing discussion since 2012. Resolution 25-____ addresses the need by creating a position that will assist with:

- Day-to-day City Operations
- Communication (internally and externally)
- Common Council relations
- Professional-level management
- Grant writing

Fiscal Impact

There will be no fiscal impact in 2025; and an increase of approximately $94,595.76 in 2026.

Staff Recommendation

Adopt

Name			
Position Title	Director of Operations	**Department**	Mayor
FLSA	Exempt	**Reports To**	Mayor
Pay Grade	21	**Unit**	Non-represented

Purpose of Position

Under the direction of the Mayor, the Director of Operations performs a variety of professional-level duties to coordinate the operational duties of the office of the Mayor. Responsibilities include representing and participating in meetings and events on behalf of the Mayor; researching and responding to constituent requests for information and resolving complaints; collaborating and connecting with council members, conducting research studies and reviewing projects on a wide variety of municipal projects; preparing and submitting oral and written reports and recommendations; and assisting the Mayor in evaluating City plans, policies, and objective by performing research, review of materials, and assembly of factual information. In addition, the Director of Operations represents the Mayor's office at meetings, when required and appropriate; attend City Council meetings; researches, responds to, and prepares correspondence; coordinates appointments and reappointments of citizen advisory boards and other committee appointments with Mayor's approval; and communicates with City management on sensitive and/or confidential issues received by the Mayor's office.

Supervision

Director of Operations performs highly responsible work of a complex nature requiring the exercise of considerable judgement, initiative, and attention to detail.

The Director of Operations works under the policy direction of the Mayor and works closely with the members of the Common Council.

The Director of Operations may supervise department heads and administrative staff at the discretion of the Mayor.

Essential Duties & Responsibilities

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

Operations

- Work closely with the Common Council and the Mayor to lead, develop and oversee the implementation of a strategic plan to address an urgent issue within the City which requires immediate response; establish priorities informed by data analysis and equity-based decision-making.

- Facilitates the operations of the City in accordance with City Ordinances, City Charter, and all state and federal laws. Serves as a liaison between the Mayor and department heads, keeping the Mayor apprised of departmental activities; provides oversight of professional contractors and consultants as needed; assists departments with resolution issues requiring the attention of the Mayor; monitors and evaluates progress of departments towards goals and objectives of the Administration.

- Performs financial and managerial analyses for the Mayor and City Council, as required by the Mayor pertaining to City operations and programs; evaluates data and makes recommendations based on findings; prepares financial

reports and projections; and makes necessary presentations to the Mayor and as needed, to the City Council and other interested parties.

- Collaborates with the Director of Finance to develop the annual operating and capital budgets; prepares the annual budget document in coordination with the Director of Finance; reviews departmental budget requests for inclusion in the Mayor's recommendation to the City Council; ensures compliance with all legal and procedural requirements.

- Assists the Mayor with strategic and long-range planning for the City by participating in planning efforts at the local and regional level; keeps the Mayor apprised of developments at the state and federal level that impact the City; monitors pending legislation for impact on the City; oversees compliance with new legislation.

- Facilitates problem solving at all levels in the organization by working with department heads and senior management to ensure effective coordination and cooperation among departments; coordinates the continuous review of interdepartmental process for quality control and improvement; responds to inquiries from the public regarding issues unresolved at the department level.

- Coordinates special projects for the City, including the planning, design, implementation, and evaluation of projects, management studies, introduction of new programs, and various professional services. Will assist with defining the scope of work, identifies and ensures proper allocation of financial, material, and human capital committed to the project; formulates solutions and resolves problems; facilitates implementation of the project; and provides administrative support to the project as needed.

Public Service

- Serves as the Mayor's liaison to the Common Council. Attends all meetings of the City Council; briefs the Council on pending agenda items and other City issues; responds to inquiries and provides Council Members with information on the status of City operations and projects; provides analysis as needed to assist the Mayor and Council to make informed policy decisions; and provides administrative support to the Mayor.

- Represents the Mayor and the City at various meetings, functions and events by serving as a liaison to various civic and governmental organizations and committees, taskforces, boards, and commissions. Communicates regularly with officials from other municipalities, chambers of commerce, authorities, and commissions; provides information about City operations; participates in discussions and decisions and keeps the Mayor appraised of such activities.

- Develop a framework for community engagement regarding efforts and activities, including priorities, timelines, and methods for sharing information internally; oversee community outreach and the development of collaborative community partnerships that reflect the urgent and complex issues within the La Crosse community.

Communications

- Creates and maintains communication programs and initiatives to ensure public and internal awareness and understanding of key City initiatives and current projects.

- Proactively identifies opportunities to leverage a range of outreach tools and technology to connect with residents and enable interdepartmental collaboration.

- Partners with City departments and provides strategic direction for the City's social media presence, including engaging with constituents both proactively and responsively as necessary.

- Collaborates with the Information Technology department to develop and maintain the City's website.

- Coordinates Citywide external communications and ensures messages have clarity and consistency.

- Manages media relations for the Office of the Mayor and other City departments as appropriate, including writing and editing press releases.

Grant Writing

- Identify potential funding opportunities aligned with the City's strategic initiatives.
- Responsible for researching, drafting, and submitting proposals to secure funding from government agencies, foundations, and other funding sources.
- Responsible for writing clear and compelling grant proposals tailored to the specific funding provider.
- Collaborate with City staff, finance and City leadership to develop narratives, complete applications and ensure timely submission of high-quality grant applications and reports.
- Maintain organized and up-to-date records of all submitted proposals, awarded grants, declined proposals and funder communications.

Supervision

- May supervise department heads and administrative staff at the discretion of the Mayor.
- May participate in the hiring, training, performance evaluations, and discipline of City leadership personnel; establishes policies and procedures for all City functions; oversees and participates in the resolution of inquiries and complaints from the public and other organizations.

Additional Duties & Responsibilities

- Regular and predictable attendance.
- Other duties as assigned by the Mayor.

Minimum Training & Experience Requirements

- Bachelor's degree from an accredited college or university with major course work in business administration, public administration, or related field

  AND

- Ten (10) years of experience of increasing responsibility in administering public programs, including five (5) years of leadership experience in a complex and diverse organization to include experience leading organizational change, supervising staff, measuring success, building equitable and inclusive processes, leading with equity in strategic and daily operations, and serving diverse underserved communities and stakeholders.
- Demonstrated proficiency in computer software such as Microsoft Office Word, Excel, Outlook, etc. required.
- Valid driver's license required.

Knowledge, Skills and Abilities

- Extensive knowledge of all aspects of municipal management including procurement, financial management, and budgeting and relevant Wisconsin general law is required.
- Ability to interact objectively and professionally with the public, state, and local officials and co-workers.
- Ability to lead and direct Department Heads.

- Ability to analyze and interpret data and to clearly communicate findings to decision-makers.
- Ability to communicate effectively in written and oral form before public groups and elected officials.
- Ability to manage several projects at one time.
- Ability to develop City-wide plans, policies and procedures related to the City's operations and Mayor's directives.
- Ability to maintain confidential information.
- Excellent verbal and written communication and organizational skills.
- Aptitude for working with people and maintaining effective working relationships with various groups.
- Aptitude for attention to detail and skills in dealing with the public.
- Skills in planning, project management and delegation.

Physical and Mental Requirements

The work is performed primarily of an intellectual nature but requires a variety of physical capabilities. While performing the duties of this position, the employee is frequently required to sit, stand, walk, use hands, and talk or hear; occasionally required to kneel, handle objects; and reach with hands and arms. The position often involves moving from a sitting position to a standing position for desk work. The employee must occasionally lift and/or move up to 10 pounds and rarely has a lift and/or move up to 25 pounds. Specific vision abilities required for this position include close and distance vision. The position requires the ability to operate a keyboard at efficient speed.

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

OFFICE OF THE MAYOR
LA CROSSE

25-1054

September 2, 2025

I hereby approve the submitting of the attached Legislation "Resolution approving a reorganization to the table of positions and classifications for department of the Mayor" 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: 25-1070

Agenda Date: 9/4/2025 **Version:** 1 **Status:** New Business

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

Agenda Number:

Resolution declaring official intent to reimburse expenditures from proceeds of borrowing through the State of Wisconsin Environmental Improvement Fund for the Sanitary Sewer Hagar and Pammel Creek Lift Station upgrade projects.

RESOLUTION

WHEREAS, the CITY of La Crosse, La Crosse County, Wisconsin (the “Municipality”) intends to file an application for the state financial assistance for the Hagar and Pammel Creek Lift Station upgrade projects, WDNR project number 4105-08; (the “Project”) under the Wisconsin Environmental Improvement Fund; and

WHEREAS, the Municipality expects to finance the Project on a long-term basis by issuing tax-exempt bonds or promissory notes of (the “Bonds”); and

WHEREAS, because the Bonds will not be issued prior to June 1, 2026, the Municipality must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, it is necessary, desirable, and in the best interests of the Municipality to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued; and

WHEREAS, the Municipality is not obligated by this resolution to spend funds on the Project.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that:

Section 1. Expenditure of Funds. The Municipality shall make expenditures as needed from its funds on hand to pay the costs of the Project until Bond proceeds become available.

Section 2. Declaration of Official Intent. The Municipality hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed $2,600,000 for the lift station upgrades at both Hagar and Pammel Creek, WDNR project number 4105-08.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Municipality pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the City Clerk’s office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, Wisconsin Statutes, and shall remain available for public inspection until the Bonds are issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval.

BE IT FURTHER RESOLVED that the City staff is 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: 25-1070

Caption: Resolution declaring official intent to reimburse expenditures from proceeds of borrowing through the State of Wisconsin Environmental Improvement Fund for the Sanitary Sewer Hagar and Pammel Creek Lift Station upgrade projects.

Staff/Department Responsible for Legislation

Engineering & Public Works

Requestor of Legislation

Utilities - Water and Sanitary

Location, if applicable

Hagar and Pammel Creek Lift Stations

Summary/Purpose

To pass a Resolution authorizing the request of reimbursement of funds from bonds issued by the Clean Water Fund Loan Program, for the Sanitary Sewer Hagar and Pammel Creek lift stations projects.

Background

The City of La Crosse has passed Resolutions previously for application and potential reimbursement of Clean Water and Safe Drinking Water funds for the La Crosse Street, South Avenue, and Highway 16 Water Main projects. Borrowing through the State of Wisconsin Environmental Improvement Fund helps local utilities make projects affordable with low-interest rates on long-term loans. Some projects may be eligible for principal foregiveness, which further reduces impact to the community.

Fiscal Impact

Up to $2.6M reimbursement to the Utilities via CWFL funds

Staff Recommendation

Approval

OFFICE OF THE MAYOR
LA CROSSE

25-1070

September 3, 2025

I hereby approve the submitting of the attached Legislation "Resolution declaring official intent to reimburse expenditures from proceeds of borrowing through the State of Wisconsin Environmental Improvement Fund for the Sanitary Sewer Hagar and Pammel Creek Lift Station upgrade projects" 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: 25-1071

Agenda Date: 9/4/2025 **Version:** 1 **Status:** New Business

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

Agenda Number:

Resolution approving agreements with Town of Medary concerning fire protection and building and inspection services.

RESOLUTION

WHEREAS, on November 14, 2019, the City of La Crosse and the Town of Medary entered into an Agreement for Fire Protection, First Responder, Rescue and Inspection Services in Resolution #19-1588, which was adopted on December 12, 2019, and

WHEREAS, on July 10, 2025, the City Council adopted a successor agreement in Resolution 25-0712, and

WHEREAS, the parties desire to amend the agreement.

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of La Crosse that the City Council hereby approves the Agreement for Fire Protection, First Responder, Rescue and Inspection Services dated September 2, 2025.

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

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

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 25-1071 Caption Resolution approving agreement with Town of Medary concerning fire protection services.

Staff/Department Responsible for Legislation

Legal Department

Requestor of Legislation

Fire Chief

Location, if applicable

Town of Medary

Summary/Purpose

This legislation updates the agreement previously approved by Common Council in Resolution 25-0712 with a longer term.

Background

City Council approved Resolution 19-1588 in December, 2019 with the Town of Medary for the City to provide fire protection, first responder, rescue and inspection services. Common Council approved an updated agreement on July 10, 2025 in Resolution 25-0712. The Town requests a longer term.

Fiscal Impact

Same as Resolution 25-0712.

Staff Recommendation

Approve

OFFICE OF THE MAYOR
LA CROSSE

25-1071

September 3, 2025

I hereby approve the submitting of the attached Legislation "Resolution approving agreements with Town of Medary concerning fire protection and building and inspection services" 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

AGREEMENT FOR FIRE PROTECTION, FIRST RESPONDER, RESCUE AND INSPECTION SERVICES

This Agreement for Fire Protection, First Responder, Rescue and Inspection Services ("Agreement") is made by and between the **City of La Crosse**, Wisconsin ("**City**") and the **Town of Medary**, Wisconsin ("**Town**") on _____, 2025 (collectively the "Parties") and is made effective January 1, 2025.

WHERAS, the City has a full-time Fire Department that provides fire protection, first responder, rescue and inspection services.

WHEREAS, the Town is adjacent to the City and desires fire protection, first responder, rescue and inspection services from the City for all Town properties, citizens and guests located within the area described in **Exhibit A**.

WHEREAS, the Parties had previously executed an Agreement for Fire Protection, First Responder, Rescue and Inspection Services on or about November 14, 2019, (the "2019 Agreement").

WHEREAS, the Parties desire to change certain terms and provisions of the 2019 Agreement.

WHEREAS, the Parties wish to set forth their respective commitments, understandings, rights and obligations as more fully described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the Parties agree as follows:

1. Commencing on January 1, 2025 and ending on December 31, 2049 at 11:59 pm (the "Term"), the City will provide fire protection, first responder and rescue services to all alarms received from the Town, for the Service Area. Additionally, the City will also provide fire inspections services in accordance with Wis. Admin. Code § SPS 314 to the Service Area for the Term of the Agreement. During the Term of this Agreement, the Service Area shall be all Town properties described in **Exhibit A**.

2. In consideration for the fire protection, first responder and rescue services provided herein, the Town shall pay the City:

   a. Beginning in 2025 and continuing annually, an amount calculated by the following method.

      (1) The City shall calculate the equalized assessed value of the Town (the "Town's EAV").

      (2) The City shall calculate the equalized assessed value of the City (the "City's EAV").

(3) The total equalized assessed value of both municipalities (the "Total EAV") shall be calculated by adding the Town's EAV and the City's EAV.

(4) The Town's EAV shall be divided by the Total EAV. The quotient shall be known as the Town's equalized assessed value percentage (the "Town's EAV Percentage").

(5) The City's annual operating budget for its Fire Department shall be multiplied by the Town's EAV Percentage. The product shall be the Town's annual cost of fire protection, first responder, and rescue services (the "Town's Annual Cost").

(6) For each contract year, the Town's Annual Cost to be paid to the City shall be adjusted in five percent (5%) increments. In year 2025, the Town shall only pay to the City thirty-five percent (35%) of the Town's Annual Cost. In each subsequent year, the Town shall pay to the City an additional five (5%) until the Town has achieved paying one hundred percent (100%) of the Town's Annual Cost. Once the Town is paying one hundred percent (100%) of the Town's Annual Cost, the Town shall continue to pay one hundred percent (100%) of the Town's Annual Cost to the City for the remainder of the Agreement. The Town's Annual Cost multiplied by the applicable annual percentage shall be the Town's payment for fire protection, first responder, and rescue services (the "Payment for Fire Services").

(7) The Town shall pay the City the Payment for Fire Services within thirty (30) days of invoice from the City.

(8) Attached to this Agreement as **Exhibit B** is an illustrative calculation of the method provided in this Section 2.a., using illustrative values. These values and figures are used solely for illustrating the method of calculation provided in this section and are not intended to indicate in any way what the actual calculation for any contract year shall be. The amount of the Payment for Fire Services for any given contract year, calculated as provided in this section, shall be binding on the Parties.

b. The City's standard inspection fees as determined in the City's fee schedule, as amended and superseded from time to time. A copy of the current fire inspection fees is attached as **Exhibit C**. Payment shall be received within thirty (30) days of invoice.

c. For each contract year and continuing annually, the equal amount received from the annual Wisconsin Department of Safety and Professional Services (the "DSPS") 2% fire funding payment pursuant

to Wis. Stat. § 101.575, as amended or superseded. Payment to the City will be due within sixty (60) days of Town's receipt of payment from the DSPS. This amount of funds paid to the City will be applied directly to the City's Fire Department operating budget to support eligible Fire Department needs in accordance with applicable law. The Town shall take all necessary steps to timely qualify and apply for such funding from DSPS.

3. The City agrees to make available for such services all of the equipment at its disposal, as well as adequate available staffing. The Fire Chief, or designee of the Fire Department, is vested with the discretion to determine what service and equipment is necessary and is further vested with discretion as to responding to simultaneous fires within the City and other municipalities served. In exercising discretion, the Fire Chief, or designee, shall give equal consideration in prioritization to Town incidents compared to City incidents based upon generally accepted fire service risk management principles. The City shall in no way be liable for the exercise of such discretion and the determination by the Fire Chief not to answer any alarm provided, however, that an agent designated by the Town shall be notified by the City that the City is engaged in incident response beyond available resource capacity within its own limits or any other municipality that the City has a contract with and the Fire Chief has decided that the City cannot safely respond to the alarm of the Town. Existing mutual aid agreements with neighboring agencies will be requested at the discretion of the Fire Chief, or designee of the Fire Department, to respond to the potential of multiple simultaneous incidents that exceed available resources and response will be prioritized to the best abilities of available partnering mutual aid resources.

4. The City shall assume liability for Worker's Compensation of its employees, loss to its equipment and property and its intentional and negligent misconduct. The Town shall assume general liability for the services provided in this Agreement and indemnify, hold harmless and defend the City, its officers, employees and agents. The Town shall obtain and maintain an insurance policy for general liability that is primary, non-contributory and waives subrogation against the City. The Town's general liability policy shall be written to include the requirements identified in **Exhibit E**.

5. The Town shall hold harmless and indemnify the City from any third-party claim or loss, against the City, arising from any incident that occurs on properties that for the reason of slope, structure setback from roadway, lack of fire hydrant water supply, grade or weight capacity of driveway, width of driveway, overhang of buildings or trees, or other property design and access features that delay, impede or prohibit access to the property by the City's Fire Department equipment or otherwise adversely affect or impede accepted Fire Department tactical procedures or policies.

6. The 2019 Agreement provided for certain amounts of previous Town payments to be placed in a special fund for the possible future construction of a fire station. To this end, the City only received payments for fire inspection fees and the WDSPS fire funding payments found under Sections 2b and c during the 2019 Agreement. Due to the impracticality of constructing a new fire station at this time, the Parties agree that the amounts placed in the special fund shall be disbursed to the City

for payment for services already rendered in the 2019 Agreement upon execution of this Agreement.

7. The Town may terminate this Agreement at any time for convenience upon the occurrence of all the following conditions:

a. Town shall provide one hundred eighty (180) days advanced written notice of its termination of the Agreement to the City.

b. Prior to termination of the Agreement, the Town shall pay the City the Town's Annual Cost for the current year of the contract, less any Payments for Fire Services received by the City in the current year of the contract. Attached to this Agreement as **Exhibit D** is an illustrative calculation by the method provided in this Agreement, using illustrative values. These values and figures are used solely for illustrating the method of calculation provided in this section and are not intended to indicate in any way what the actual calculation for any contract year shall be. The amount of the payment for any given contract year, calculated as provided in this section, shall be binding on the Parties.

8. Any references in this Agreement to any particular agency, organization or officials shall be interpreted as applying to any successor agency, organization or official or to any other agency, organization or official to which contemplated functions are transferred by statute or ordinance. Any references in this Agreement to any particular statute, ordinance, or other law shall be interpreted as applying to such statute, ordinance, or other law as recreated or amended from time to time.

9. This Agreement and any dispute arising from or related to this Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Wisconsin.

10. If any term or provision of this Agreement is reviewed by a court or other judicial or quasi-judicial entity, such entity shall treat this Agreement as having been jointly drafted by both Parties with equal bargaining strength.

11. All notices, requests, consents, demands, waivers or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first class, postage prepaid, by registered or certified mail as follows:

If to the Town, to:	Town of Medary Attn: Town Clerk N3393 Smith Valley Road La Crosse, WI 54601
If to the City, to:	City of La Crosse Attn: City Clerk 400 La Crosse Street

La Crosse, WI 54601

With a copy to: City of La Crosse
Attn: Fire Chief
400 La Crosse Street
La Crosse, WI 54601

Notice shall be deemed given for all purposes five (5) days after deposit in the United States mail, and the date of postmark on the receipt for such article conclusively shall be deemed the date of deposit.

12. Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation and performance thereof (the "Dispute") shall be resolved with the following procedures:

a. Upon written notice of any Dispute, the Parties shall attempt to resolve it promptly by negotiation between individuals who have authority to settle the Dispute on behalf of the Parties and this process should be completed within sixty (60) days (the "Negotiation").

b. If the Dispute has not been resolved by Negotiation in accordance with Section 12.a., then the Parties shall proceed to mediation unless the Parties at the time of the Dispute agree to a different timeframe. A "Notice of Mediation" shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The mediator shall be agreed on by the Parties or, if they are unable to agree, selected by the Circuit Court of La Crosse County, on application of either Party. The mediation session shall be held within thirty (30) days of the retention of the mediator, and last for at least one full mediation day, before any Party has the option to withdraw from the process. The Parties may agree to continue the mediation process beyond one day, until there is a settlement agreement, or one Party (or the mediator) states that there is no reason to continue because of an impasse that cannot be overcome and sends a notice of termination of mediation. All reasonable efforts will be made to complete the mediation within thirty (30) days of the first mediation session. During the course of mediation, no Party can assert the failure to fully comply with Section 12(a), as a reason not to proceed or to delay the mediation. The service of the Notice of Mediation shall stay the running of any applicable statute of limitation regarding the Dispute until thirty (30) days after the Parties agree that the mediation is concluded or the mediator issues a Notice of Impasse. Each Party shall bear an equal share of the mediation cost unless the Parties agree otherwise. All communications, both written and oral, during the Negotiation and Mediation phases are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are

used in the Negotiation and/or Mediation process. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

c. If the Parties cannot resolve the Dispute by mediation, after reasonable efforts, either Party may demand arbitration conducted in accordance with chapter 788, Wis. Stat., or any successor statute, by a single arbitrator, chosen by mutual agreement of the Parties, or if they do not agree, by the Circuit Court for La Crosse County, on application of either Party. The arbitrator shall be an attorney with at least ten (10) years experience. The Party demanding arbitration shall bear all the costs of arbitration. Chapter 788, Wis. Stat., or any successor statute, shall govern the arbitration proceeding, except that the Parties waive any right to trial by jury if a dispute concerning the arbitration proceeding is resolved by a court. Each Party is hereby authorized to file a copy of this Section in any proceeding as conclusive evidence of this waiver of jury trial by the other Party.

d. In the event of a Dispute, each Party shall have all remedies available at law or in equity.

13. This Agreement is intended to be solely between the Parties. Nothing in this Agreement nor the performance of the Parties hereunder, accords any third party any legal or equitable rights whatsoever which may be enforced by any nonparty to the Agreement.

14. This Agreement may be executed in severable counterparts, each of which may be deemed an original and all such counterparts together shall constitute one and the same agreement.

15. The Preamble and Recitals to this Agreement are incorporated into, and made a part of, this Agreement by reference.

16. This Agreement and referenced Exhibits constitute the entire agreement between the Parties and shall supersede all previous communications and commitments, whether written or verbal, between the Parties regarding the subject matter of this Agreement. No agreement or understanding changing, modifying or extending this Agreement shall be binding on either Party unless memorialized in a writing signed by both Parties' authorized representatives.

***

IN WITNESS, the Parties to this Agreement have caused this instrument to be signed and sealed by duly authorized representatives of the City and Town.

Town of Medary

By: _____
Steve Elsen, Chairperson

By: _____
Diane Elsen, Town Clerk

Subscribed and sworn before me
this _____ day of _____, 2025

_____
Notary Public, State of _____
My Commission: _____

City of La Crosse

By: _____
Shaundel Washington-Spivey, Mayor

By: _____
Nikki Elsen, City Clerk

Subscribed and sworn before me
this _____ day of _____, 2025

_____
Notary Public, State of _____
My Commission: _____

EXHIBIT A

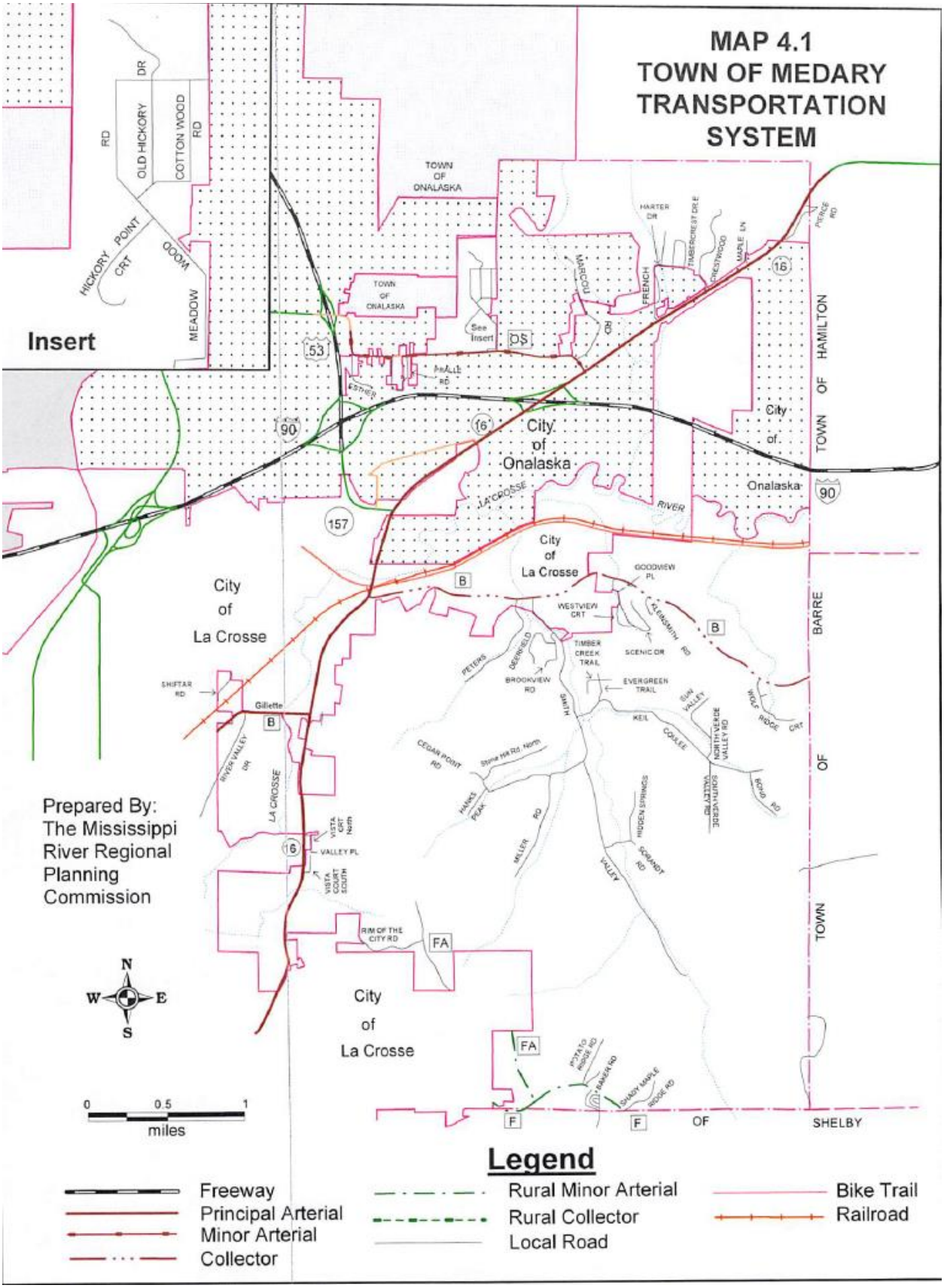

MAP 4.1
TOWN OF MEDARY
TRANSPORTATION
SYSTEM
Insert
Prepared By:
The Mississippi
River Regional
Planning
Commission
City
of
La Crosse
City
of
Onalaska
TOWN OF HAMILTON
TOWN OF BARRE
TOWN OF SHELBY
0 0.5 1
miles
Legend
Freeway
Principal Arterial
Minor Arterial
Collector
Rural Minor Arterial
Rural Collector
Local Road
Bike Trail
Railroad

Exhibit B

Illustrative Calculation: Payment for Fire Services

2025 Calculation (Contract Year 1)

Step 1: Calculate the Total EAV:

Town's EAV	$269,194,200
+ City's EAV	+$5,638,471,900
Total EAV	$5,907,666,100

Step 2: Calculate the Town's EAV Percentage:

Town's EAV	$269,194,200
Total EAV	$5,907,666,100
Town's EAV Percentage	4.56%

Step 3: Calculate the Town's Annual Cost:

City's Fire Department Budget	$14,434,251
x Town's EAV Percentage	x 0.0456
Town's Annual Cost	$658,201.85

Step 4: Calculate the Payment for Fire Services:

Town's Annual Cost	$658,201.85
x Contract Year 1 percentage	x 0.35
Payment for Fire Services (to be invoiced)	$230,370.65

2026 Calculation (Contract Year 2)

Step 1: Calculate the Total EAV:

Town's EAV*	$285,345,852
+ City's EAV*	+$5,807,626,057
Total EAV	$6,092,971,909

Step 2: Calculate the Town's EAV Percentage:

Town's EAV	$285,345,852
Total EAV	$6,092,971,909
Town's EAV Percentage	4.68%

Step 3: Calculate the Town's Annual Cost:

City's Fire Department Budget**	$14,500,000
x Town's EAV Percentage	x 0.0468
Town's Annual Cost	$678,600.00

Step 4: Calculate the Payment for Fire Services:

Town's Annual Cost	$678,600.00
x Contract Year 2 percentage*	x 0.40
Payment for Fire Services (to be invoiced)	$271,440.00

*In accordance with Section 2(a)(6) of the Agreement, the contract year two percentage of 40% applies to the Town's Annual Cost.

EXHIBIT C

	License/Fee	Last Date Changed	Fee
Annual Fire Prevention Fee			
18-27	Residential multifamily: 3—4 units	2015	$10.00
18-27	Residential multifamily: 5—12 units	2015	$20.00
18-27	Residential multifamily: 13—18 units	2015	$30.00
18-27	Residential multifamily: 19+ units	2015	$50.00
18-27	Motel/hotel - per guest room		$5.00
18-27	High life safety facilities [1] : Under 5,000 square feet [2]		$92.75
18-27	High life safety facilities [1] : 5,000 to 25,000 square feet [2]		$198.00
18-27	High life safety facilities [1] : 25,001 to 50,000 square feet [2]		$275.25
18-27	High life safety facilities [1] : 50,001 to 75,000 square feet [2]		$369.00
18-27	High life safety facilities [1] : 75,001 to 100,000 square feet [2]		$463.00
18-27	High life safety facilities [1] : 100,001 to 125,000 square feet [2]		$555.25
18-27	High life safety facilities [1] : 125,001 to 150,000 square feet [2]		$683.50
18-27	High life safety facilities [1] : More than 150,000 square feet [2] : Base fee		$683.50

18-27	High life safety facilities [1] : More than 150,000 square feet [2] : Per each additional 25,000 square feet		$98.00
18-27	All other buildings subject to the Wisconsin Commercial Building Code: Under 5,000 square feet [2]		$50.00
18-27	All other buildings subject to the Wisconsin Commercial Building Code: 5,000 to 25,000 square feet [2]		$98.00
18-27	All other buildings subject to the Wisconsin Commercial Building Code: 25,000 to 50,000 square feet [2]		$146.25
18-27	All other buildings subject to the Wisconsin Commercial Building Code: 50,001 to 75,000 square feet [2]		$210.25
18-27	All other buildings subject to the Wisconsin Commercial Building Code: 75,001 to 100,000 square feet [2]		$245.00
18-27	All other buildings subject to the Wisconsin Commercial Building Code: 100,001 to 125,000 square feet [2]		$291.00
18-27	All other buildings subject to the Wisconsin Commercial Building Code: 125,001 to 150,000 square feet [2]		$342.00
18-27	All other buildings subject to the Wisconsin Commercial Building Code: More than 150,000 square feet [2] : Base fee		$342.00
18-27	All other buildings subject to the Wisconsin Commercial Building Code: More than 150,000 square feet [2] : Per each additional 25,000 square feet		$50.00
18-27	Administrative fee for any fees remaining unpaid as of May 1 of each year, which fees shall be placed on annual tax roll for collection: [1] Hospitals, nursing homes, community-based residential facilities [2] Square footage refers to floor area of any building or structure		$20.00

EXHIBIT D

Illustrative Calculation: Contract Termination Payment

This illustrative calculation assumes the Town has decided to terminate the Agreement with the City pursuant to Section 7 on or before the last day of calendar year 2026. This illustrative calculation assumes the Town's Annual Cost for 2026 is $655,647.52 and that it has already made its Payment for Fire Services in 2026, specifically $262,259.01. Accordingly, the Town would need to pay the City an amount as calculated below in order to terminate the Agreement prior to the expiration of its Term:

Town's Annual Cost (2026)	$678,600
- Payment for Fire Services (2026)	- $271,440
Amount owed (2026)	$407,160

EXHIBIT E
INSURANCE REQUIREMENTS

The Town will, at its sole expense, maintain in effect at all times during the Agreement, insurance coverage not less than the requirements set forth below:

a. *Commercial General Liability and Automobile Liability Insurance.* The Town shall provide and maintain the following commercial general liability and automobile liability insurance:

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

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

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

ii. The Town shall maintain limits no less than the following:

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

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

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

ii. For any claims related to this Agreement, the Town's insurance shall be primary insurance with respect to the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.

iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its elected and appointed officers, employees or authorized representatives or volunteers.

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

v. Coverage shall not be canceled by the insurance carrier or the Town, 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 or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Town for damages on account of such bodily injury, (including death), property damage personal injury, completed operations, and products liability.

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

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

c. *Deductibles and Self-Insured Retentions.* Any deductible or self-insured retention must be declared to and approved by The City.

d. *Evidences of Insurance.* Prior to execution of the Agreement, the Town 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.

***

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0001

Agenda Date: 9/4/2025 **Version:** 1 **Status:** New Business

In Control: Finance & Personnel Committee **File Type:** Status Update