



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final

Finance & Personnel Committee

Wednesday, July 3, 2024

6:00 PM

Council Chambers
City Hall, First Floor

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

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

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

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

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

Members of the public who would like to provide written comments on any agenda may do so by emailing cityclerk@cityoflacrosse.org, using a drop box outside of City Hall or mailing to City Clerk, 400 La Crosse Street, La Crosse WI 54601.

Call To Order

Roll Call

Agenda Items:

NEW BUSINESS

[24-0532](#)

Resolution approving a partial vacation of public street right-of-way on the West side of 8th St North.

Sponsors: Janssen

Public hearing.

[24-0698](#)

Resolution reallocating 2022 Capital Equipment Budget funds for replacement of fire suppression hoses.

Sponsors: Reynolds

- [24-0771](#) Resolution authorizing acceptance of an American Association of Retired Persons (AARP) Community Challenge grant to host a design competition for accessory dwelling units (ADUs).
Sponsors: Trost
- [24-0772](#) Resolution authorizing acceptance of a Wisconsin Public Service Commission Energy Innovation Grant to conduct home energy audits for low income residents.
Sponsors: Mindel
- [24-0810](#) Resolution assigning development of projects and programs for American Rescue Plan Act housing funds to the Economic and Community Development Commission.
Sponsors: Schwarz, Reynolds and Kiel
- [24-0850](#) Resolution adopting an updated City of La Crosse Travel Policy.
Sponsors: Reynolds
- [24-0851](#) Resolution adopting an updated Procurement Card Policy.
Sponsors: Reynolds
- [24-0855](#) Resolution approving an appropriation of the City's ARPA monies earmarked for childcare to go towards a final ARPA-funded contract with The Parenting Place.
Sponsors: Kiel and Mindel
- [24-0857](#) Resolution authorizing Wisconsin Land Purchase and Sale Contract with Huitage, LLC for Lot 9 at 3106 Berlin Drive in the International Business Park.
Sponsors: Goggin
- [24-0858](#) Resolution approving a Wisconsin Department of Transportation - Transportation Alternatives Program State/Municipal Agreement for the Drift Cycle expansion project and appropriating a funding source to the project.
Sponsors: Sleznikow
- [24-0869](#) Resolution allocating unused Utility funds for Utility projects bid in 2024.
Sponsors: Goggin and Trost
- [24-0894](#) Resolution authorizing the issuance of not to exceed \$18,425,000 aggregate principal amount of General Obligation Promissory Notes, Series 2024-A, of the City of La Crosse, La Crosse County, Wisconsin, for the purpose of completing certain capital projects in and for the City and purchasing certain equipment for the City, prescribing details of said notes and the form of note, authorizing the award of said notes to the best bidder therefor, levying taxes, and related matters.
Sponsors: Reynolds

[24-0001](#)**Collective Bargaining Update.**

(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(e) to formulate & update negotiation strategies and parameters. Following such closed session, the Committees and/or Council may reconvene in open session.)

F&P Item Only, unless otherwise directed.

Adjournment

Notice is further given that members of other governmental bodies may be present at the above scheduled meeting to gather information about a subject over which they have decision-making responsibility.

NOTICE TO PERSONS WITH A DISABILITY

Requests from persons with a disability who need assistance to participate in this meeting should call the City Clerk's office at (608) 789-7510 or send an email to ADAcityclerk@cityoflacrosse.org, with as much advance notice as possible.

Finance & Personnel Members:

Doug Happel, Larry Sleznikow, Erin Goggin, Barb Janssen, Rebecca Schwarz, Mark Neumann



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0532

Agenda Date: 7/3/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution approving partial vacation of public street Right-of-Way on the West side of 8th St North.

RESOLUTION

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council, City of La Crosse that it hereby declares that the public interest requires the partial vacation of the street as described on attached Exhibit "A."

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

Adjacent Properties:

Tax Parcel	Owner Name	Property Address	Mailing Address	Mailing City State Zip
17-20145-70	Steven Schlicht	729 La Crosse St	1910 31 st St S	La Crosse WI 54601

Partial Vacation of 8th Street

Part of Burns, Durand, Smith & Rublee's Addition located in the Northwest Quarter of the Southwest Quarter, Section 32, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin being more particularly described as follows:

Beginning at the northeast corner of Lot 11, Block 11 of Burns, Durand, Smith & Rublee's Addition, said point being on the west right-of-way line of 8th Street; thence easterly, along the prolongation of the north line of said Lot 11, 22.00 feet; thence southerly and parallel with said west right-of-way line, 115.58 feet more or less to the north right-of-way line of La Crosse Street; thence westerly along said north right-of-way line to the southeast corner of Lot 12 of said Block 11, said point being on the west right-of-way line of 8th Street; thence northerly along said west right-of-way line to the point of beginning.

Drafted by: KJC, 5/2024

Checked by: SMD, 5/2024

EXHIBIT "A"



NOT TO SCALE

BURNS, DURAND, SMITH & RUBLEE'S ADDITION

LOT 9

LOT 4

BLOCK II

LOT 10

LOT 3

8TH STREET
66'

22.00'

LOT 11

BLOCK 14

LOT 2

C.S.M. No. 34 Vol. 17
Doc. No. 1690426

115.58' +/-

LOT 12

LOT 1

AREA TO BE VACATED
2,543 S.F. +/-

LA CROSSE STREET

66'



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact


Staff Recommendation



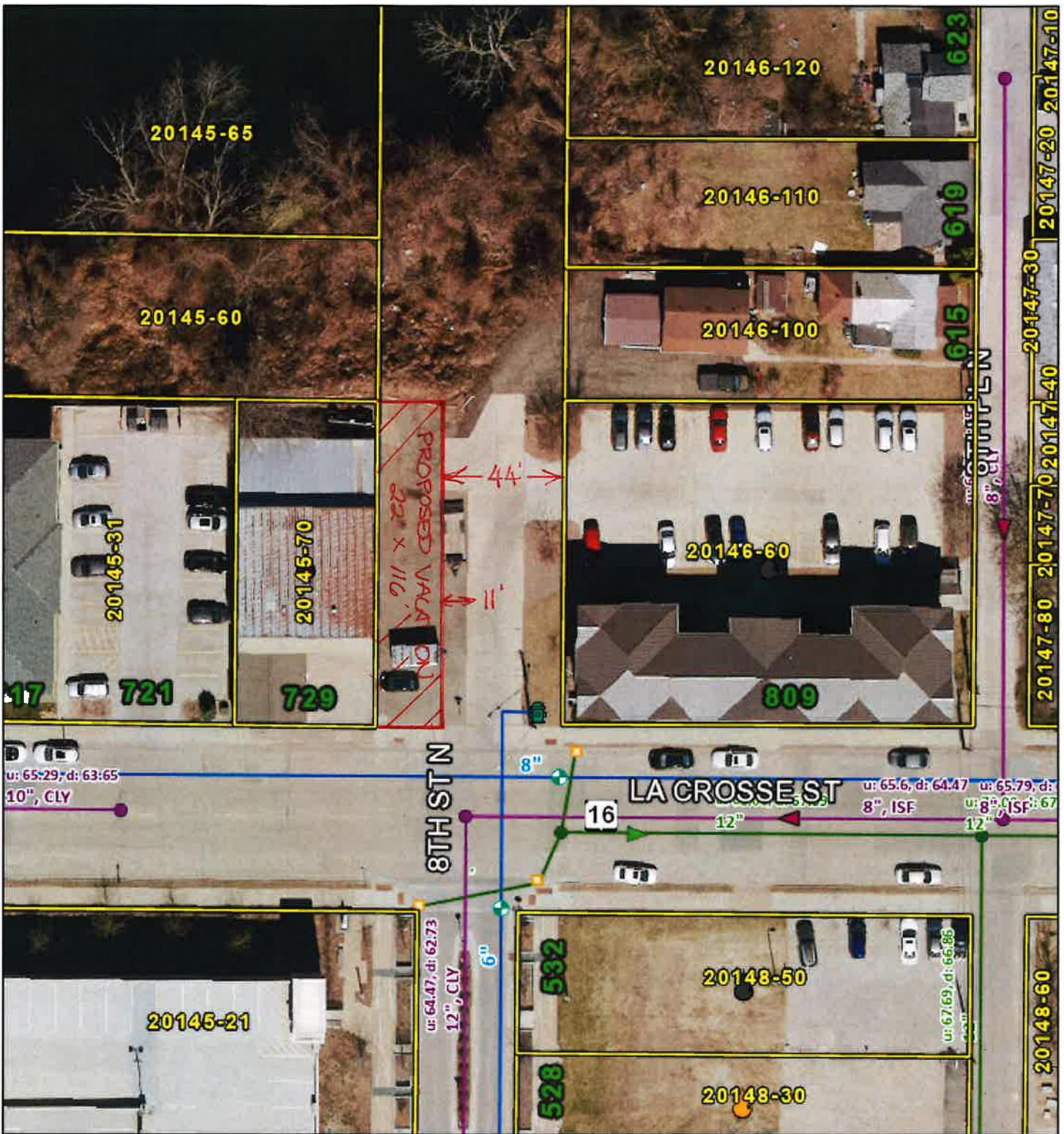
DISCONTINUANCE/VACATION OF PUBLIC RIGHT-OF-WAY

City of La Crosse - Engineering Department

Phone: 608-789-7505 Email: engineering@cityoflacrosse.org

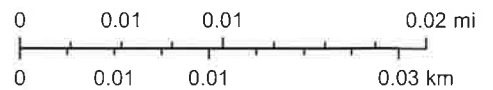
Property Owner Name: STEVE SCHLICHT		Date: 4-8-24
Mailing Address: 1910 S. 31ST ST. LA CROSSE WI. 54601		
Phone: 608-780-3570	Email: 6087803570@CHARTER.NET	
Description of street/alley sought to vacate: AREA OF RECYCLED GRAVEL WEST OF ALLEY OFF OF LA CROSSE STREET, FORMALLY 8TH STREET NORTH OF LA CROSSE STREET TO BUILDING.		
Reason for Request: TO CONCRETE AND MAINTAIN A CLEANER APPEARANCE ON LA CROSSE STREET AND CREATE A BETTER PARKING AREA FOR CUSTOMERS		
<p>A vacation of a public way is the process of discontinuing public use and returning dedicated public right-of-way to private property. Upon discontinuance, the right-of-way reverts to the owners of the adjoining land where the discontinued land originated or is equally divided between the owners on either side of the centerline of the discontinued public way. See statutory requirements (§66.1003, Wis. Stats) and the City's process.</p> <p style="text-align: center;"><i>PD CHAK 4/8/24 KL</i></p>		
<p>Required Items to submit:</p> <ul style="list-style-type: none"> Application fee (nonrefundable) of \$750 (partial) or \$1,500 (full) payable to the "City of La Crosse" <p>I certify that I have reviewed the Municipal Code and understand all that is related to this permit request. I further certify that I have the full authority to make the foregoing application; the information in the application and the required submittals are complete and correct.</p>		
Signature of Owner: 	Print Name of Owner: STEVE SCHLICHT	Date: 4-8-24

City of La Crosse Infrastructure Map



4/10/2024, 1:34:44 PM

1:600



- | | | | |
|--|--|--|---|
| <ul style="list-style-type: none"> Railroad City Limits Pools and Beaches Boat Launch Parks Streams_Less12K Stream Labels Lakes_Less12K Tax Parcels Tax Parcels - Labels | <ul style="list-style-type: none"> Private Roads Local Roads - Other Local Roads - Collector Local Roads - Arterial Ramp County Highways State Highway US Highways - Hwy 61 Shield Only US Highways - Hwy 53 US Highways - Hwy 14-61 | <ul style="list-style-type: none"> Interstate Water Main Pipe - Hydrant to Water Main Taps ACTIVE CUT AND CAPPED DISCONNECTED Fire Hydrants Water Valves Storm Main | <ul style="list-style-type: none"> Storm Sewer Flow Arrow Storm Catchbasin Storm Manhole Sanitary Main Sanitary Main Flow Arrow Sanitary Manhole PK-12 Campuses PK-12 School Locations Surrounding Municipality Labels Surrounding Municipalities |
|--|--|--|---|

City of La Crosse, La Crosse County, City of La Crosse, La Crosse County



DocId:8483961
Tx:4170887

1820195
LACROSSE COUNTY
REGISTER OF DEEDS
ROBIN L. KADRMAS

RECORDED ON
05/17/2024 08:19 AM
PAGE COUNT: 4
EXEMPT #:
RECORDING FEE 30.00

In the Matter of the partial vacation of
public street Right-of Way on the West
side of 8th St North.

LIS PENDENS

NOTICE IS HERBY GIVEN that a resolution has
been introduced to the Common Council to be acted upon
by such Common Council, which said action has been
taken at the initiative of the Common Council of the City
of La Crosse, wherein the following property, to-wit:

LEGAL DESCRIPTION ATTACHED
and shown on the map attached hereto as Exhibit "A"
showing the location thereof, is sought to be vacated.

Dated this 16th day of May, 2024.

CITY OF LA CROSSE

By: Krista A. Gallagher
Krista A. Gallagher
Deputy City Attorney

Drafted by:

City Attorney's Office
400 La Crosse Street
La Crosse WI 54601
(608) 789-7511

#110

This space is reserved for recording data

Return to

City Clerk
400 La Crosse St
La Crosse WI 54601

Parcel Identification Number/Tax Key Number

Resolution approving partial vacation of public street Right-of-Way on the West side of 8th St North.

RESOLUTION

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NOT TO SCALE

BURNS, DURAND, SMITH & RUBLEE'S ADDITION

LOT 9

LOT 4

BLOCK II

LOT 10

LOT 3

8TH STREET
66'

22.00'

LOT 11

BLOCK 14

LOT 2

C.S.M. No. 34 Vol. 17
Doc. No. 1690426

115.58' +/-

LOT 12

LOT 1

AREA TO BE VACATED
2,543 S.F. +/-

LA CROSSE STREET
66'

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Drafted by: KJC, 5/2024

Checked by: SMD, 5/2024

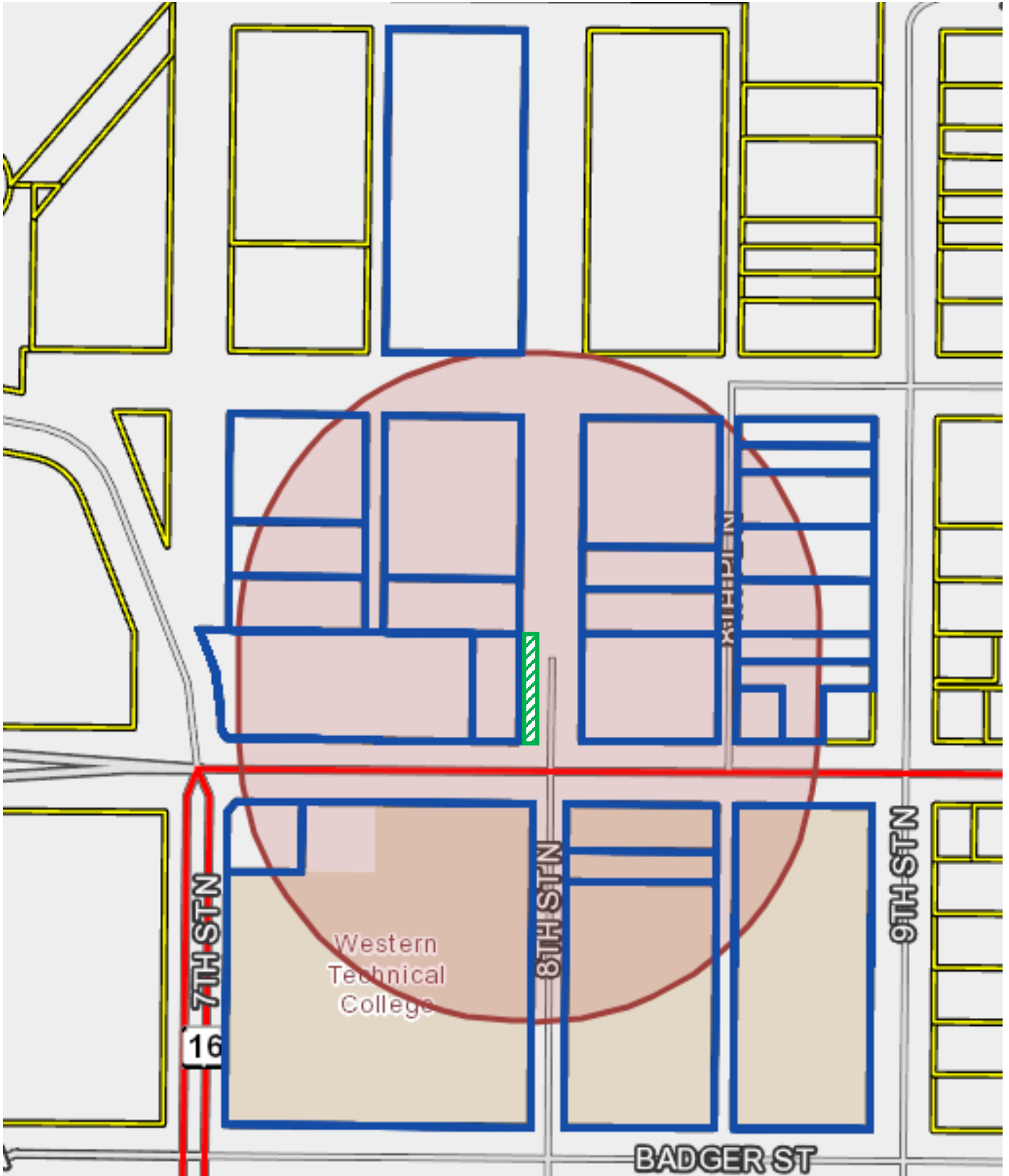
Tax Parcel Number	OwnerName	PROPADDCOMP	CompleteAddress	MailCityStateZip	Column1
17-20145-70	STEVEN M SCHLICHT	729 LA CROSSE ST	1910 31ST ST S	LA CROSSE WI 54601-6917	Abutting property
17-20144-90	TXUE XIONG, HUEXENG XIONG	704 LA CROSSE ST	704 LA CROSSE ST	LA CROSSE WI 54601	
17-20145-100	VIOLA BESL FAMILY LLC C/O JACALYN MAILEY FAAS	MARSH 712 & 714 LA CROSSE ST	N302 BENDEL RD	COON VALLEY WI 54623	
17-20145-21	WESTERN TECHNICAL COLLEGE	725 BADGER ST	304 6TH ST N	LA CROSSE WI 54601	
17-20145-31	707 LACROSSE STREET APARTMENTS LLC	707 LA CROSSE ST	707 LA CROSSE ST STE 102	LA CROSSE WI 54601	
17-20145-50	JOHN G HOESCHLER REVOCABLE TRUST, JAMES W HOESCHLER REVOCABLE TRUST C/O GERRARD HOESCHLER INC	620 7TH ST N	1131 MAIN ST	ONALASKA WI 54650	
17-20145-60	VIOLA BESL FAMILY LLC C/O JACALYN MAILEY FAAS	8TH ST N	N302 BENDEL RD	COON VALLEY WI 54623	
17-20145-65	VIOLA BESL FAMILY LLC C/O JACALYN MAILEY FAAS	624 7TH ST N	N302 BENDEL RD	COON VALLEY WI 54623	
17-20146-100	LONNIE M TURNER	615 8TH PL N	615 8TH PL N	LA CROSSE WI 54601-3486	
17-20146-110	STARR INTER VIVOS TRUST	619 8TH PL N	2921 ROBINSDALE AVE	LA CROSSE WI 54601-7963	
17-20146-120	LONNIE M TURNER	623 8TH PL N	615 8TH PL N	LA CROSSE WI 54601-3486	
17-20146-130	H & H HOUSING ENTERPRISES LLC	633 & 635 9TH ST N	PO BOX 417	HOLMEN WI 54636-0417	
17-20146-140	H&H INVESTMENT PROPERTIES LLC	629 9TH ST N	PO BOX 417	HOLMEN WI 54636-0417	
17-20146-60	801 LACROSSE ST LLC C/O KEVIN BIONDO	801 LA CROSSE ST	W2118 H HUNDT RD	COON VALLEY WI 54623	
17-20147-10	LINDA METTILLE	625 9TH ST N	4324 MARKLE RD	LA CROSSE WI 54601	
17-20147-20	LINDA METTILLE	617, 619, 621, 623 9TH ST N 611, 613, 615 9TH ST N	4324 MARKLE RD	LA CROSSE WI 54601	
17-20147-30	PT INVESTMENT GROUP LLC	614 8TH PL N	324 10TH ST S	LA CROSSE WI 54601-4733	
17-20147-40	LINDA S METTILLE	609 9TH ST N	4324 MARKLE RD	LA CROSSE WI 54601	
17-20147-70	MARILYN J BEGEMAN, JACALYN M MAILEY-FAAS, ANTHONY J BEGEMAN, ANDREW P BEGEMAN	607 9TH ST N 821 LA CROSSE ST	821 LA CROSSE ST	LA CROSSE WI 54601	
17-20147-80	CRAIG C HELKE, KARLA F HELKE	819 LA CROSSE ST	7886 COUNTY ROAD 18	HOKAH MN 55941	
17-20147-90	WESTERN TECHNICAL COLLEGE DISTRICT	512 8TH ST N	400 7TH ST N	LA CROSSE WI 54601	
17-20148-30	WESTERN TECHNICAL COLLEGE	528 8TH ST N	400 7TH ST N	LA CROSSE WI 54601	
17-20148-50	WESTERN TECHNICAL COLLEGE DISTRICT	532 8TH ST N 505 9TH ST N	400 7TH ST N	LA CROSSE WI 54601	
17-20148-60	WESTERN TECHNICAL COLLEGE DISTRICT	820 LA CROSSE ST	400 7TH ST N	LA CROSSE WI 54601	

Properties within 300 feet of area to be vacated along 8th St N.

Notice also set to DOT; area to be vacated is within .25 miles of a State HWY

Properties within 300 feet of area along 8th St N.

Area to be vacated = 



NOTICE OF HEARING TO VACATE A PORTION OF STREET

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

Part of Burns, Durand, Smith & Rublee's Addition located in the Northwest Quarter of the Southwest Quarter, Section 32, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin being more particularly described as follows: Beginning at the northeast corner of Lot 11, Block 11 of Burns, Durand, Smith & Rublee's Addition, said point being on the west right-of-way line of 8th Street; thence easterly, along the prolongation of the north line of said Lot 11, 22.00 feet; thence southerly and parallel with said west right-of-way line, 115.58 feet more or less to the north right-of-way line of La Crosse Street; thence westerly along said north right-of-way line to the southeast corner of Lot 12 of said Block 11, said point being on the west right-of-way line of 8th Street; thence northerly along said west right-of-way line to the point of beginning.

YOU ARE FURTHER NOTIFIED THAT a public hearing thereon will be held before the Finance and Personnel Committee of the Common Council on July 3, 2024 at 6:00 p.m. in the Council Chambers of City Hall, 400 La Crosse St. La Crosse St., at which time any and all may be heard for or against the vacation of said street.

Such matter will also be acted upon by the City Plan Commission at 4:00 p.m. on July 1, 2024 (public speaking is allowed), and by the Common Council on July 11, 2024 at 6:00 p.m., both meetings will take place in the Council Chambers at City Hall, 400 La Crosse St.

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

The above referenced Resolution and relevant attachments may be examined in the Legislative Information Center which can be accessed from the City website at www.cityoflacrosse.org (search for file 24-0532).

Dated this 20th day of May, 2024.

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

Published in the La Crosse Tribune on June 11, 18, 25, 2024
One (1) Affidavit



CITY CLERK'S OFFICE

400 La Crosse Street
La Crosse, Wisconsin 54601
(608) 789-7510
cityclerk@cityoflacrosse.org
www.cityoflacrosse.org

May 20, 2024

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

Re: Resolution approving partial vacation of public street Right-of-Way on the West side of 8th St North.

Part of Burns, Durand, Smith & Rublee's Addition located in the Northwest Quarter of the Southwest Quarter, Section 32, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin being more particularly described as follows: Beginning at the northeast corner of Lot 11, Block 11 of Burns, Durand, Smith & Rublee's Addition, said point being on the west right-of-way line of 8th Street; thence easterly, along the prolongation of the north line of said Lot 11, 22.00 feet; thence southerly and parallel with said west right-of-way line, 115.58 feet more or less to the north right-of-way line of La Crosse Street; thence westerly along said north right-of-way line to the southeast corner of Lot 12 of said Block 11, said point being on the west right-of-way line of 8th Street; thence northerly along said west right-of-way line to the point of beginning.

Shift Commander:

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

Owner	Address
STEVEN SCHLICHT	1910 31ST ST S LA CROSSE WI 54601-6917

Please be advised that service needs to be made no later than June 3, 2024 (30 days prior to F&P meeting).

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

Please let me know if you have any questions.

Regards,

Nikki M. Elsen, WCMC
City Clerk
elsenn@cityoflacrosse.org



CITY CLERK'S OFFICE

400 La Crosse Street
La Crosse, Wisconsin 54601
(608) 789-7510
cityclerk@cityoflacrosse.org
www.cityoflacrosse.org

May 20, 2024

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

Re: Resolution approving partial vacation of public street Right-of-Way on the West side of 8th St North.

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

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

Sincerely,

Nikki Elsen, WCMC
City Clerk

Enclosures

AFFIDAVIT OF PERSONAL SERVICE

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

STEPHEN HUGHES, being first duly sworn on oath, deposes and states as follows:

1. That I am an adult employed by the Police Department of the City of La Crosse.

2. That on the 21 day of MAY, 2024, at 1910 31ST ST SOUTH, La Crosse, Wisconsin, I personally served a copy of the following documents:

Notice of Hearing to Vacate a Portion of Street or Alley

upon STEVEN M SCHLICHT 3/1/64
(name of person served)

[Signature]
(Officer Serving Notice – must sign here in front of notary)

Subscribed and sworn to before me this 21st day of May, 2024

[Signature]
, Notary Public
La Crosse County, State of Wisconsin
My Commission expires: 12-11-26



Agenda Item 24-0532 (Jenna Dinkel)

Resolution approving a partial vacation of public street right-of-way on the West side of 8th St North.

General Location

Council District 3, on the west side of 8th Street North and north of La Crosse Street, adjacent to 729 La Crosse Street as depicted in Map 24-0532.

Background Information

The owner of 729 La Crosse Street is requesting a partial vacation of 8th Street North including a total of 2,543 square feet. The west side of 8th St N is currently a gravel area and dead-end roadway. This street was originally platted to provide access to the north but since the marsh was never filled in it was never developed. There are no utilities underground and the current east side of the street resembles an alley. The owner of 729 La Crosse Street anticipates paving in this area and utilizing it for business operations.

Recommendation of Other Boards and Commissions

The Board of Public Works approved this resolution on April 15, 2024.

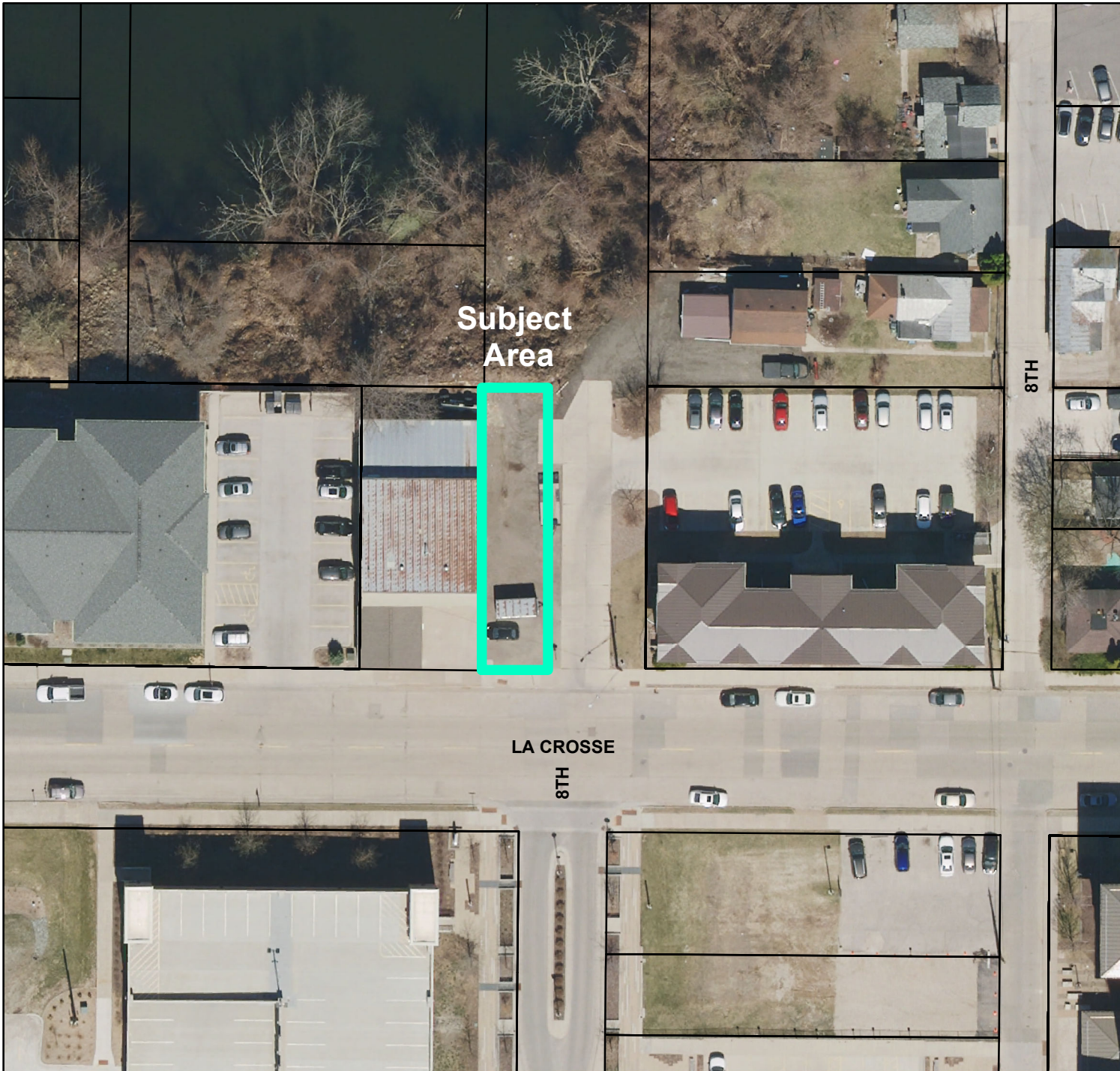
Consistency with Adopted Comprehensive Plan

This vacation has the potential to add more land for private use and increase tax base while still allowing space for public amenities which is consistent with the Comprehensive Plan.

Staff Recommendation

Approval-This item is recommended for approval.

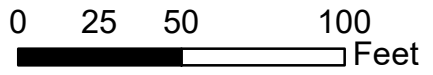
Routing F&P 7.3.2024



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





AFFIDAVIT OF PUBLICATION

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

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

State of Texas, County of Bexar, ss:

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

PUBLICATION DATES:

June. 11 2024, June. 18 2024, June. 25 2024

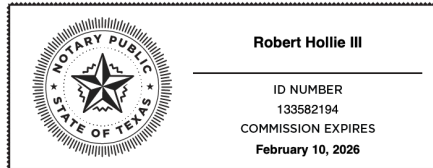
NOTICE ID: EasYDkrlUakPMmM1XaLL
PUBLISHER ID: COL-WI-100053
NOTICE NAME: Notice of Hearing
Publication Fee: \$155.89

Section: Legals
Category: 0001 Wisconsin Legals

(Signed) Kade Hill

VERIFICATION

State of Texas
County of Bexar



Subscribed in my presence and sworn to before me on this: 06/26/2024

Ab

Notary Public
Electronically signed and notarized online using the Proof platform.

NOTICE OF HEARING TO VACATE A PORTION OF STREET

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

Part of Burns, Durand, Smith & Rublee's Addition located in the Northwest Quarter of the Southwest Quarter, Section 32, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin being more particularly described as follows: Beginning at the northeast corner of Lot 11, Block 11 of Burns, Durand, Smith & Rublee's Addition, said point being on the west right-of-way line of 8th Street; thence easterly, along the prolongation of the north line of said Lot 11, 22.00 feet; thence southerly and parallel with said west right-of-way line, 115.58 feet more or less to the north right-of-way line of La Crosse Street; thence westerly along said north right-of-way line to the southeast corner of Lot 12 of said Block 11; said point being on the west right-of-way line of 8th Street; thence northerly along said west right-of-way line to the point of beginning.

YOU ARE FURTHER NOTIFIED THAT a public hearing thereon will be held before the Finance and Personnel Committee of the Common Council on July 3, 2024 at 6:00 p.m. in the Council Chambers of City Hall, 400 La Crosse St. La Crosse St., at which time any and all may be heard for or against the vacation of said street.

Such matter will also be acted upon by the City Plan Commission at 4:00 p.m. on July 1, 2024 (public speaking is allowed), and by the Common Council on July 11, 2024 at 6:00 p.m., both meetings will take place in the Council Chambers at City Hall, 400 La Crosse St.

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

The above referenced Resolution and relevant attachments may be examined in the Legislative Information Center which can be accessed from the City website at www.cityoflacrosse.org (search for file 24-0532).

Dated this 20th day of May, 2024.
Per Order of the Common Council
Nikki Elsen
City Clerk of the City of
La Crosse, Wisconsin
6/11, 6/18, 6/25 LAC
COL-WI-100053 WNAXLP

Craig, Sondra

From: mrclean430 <mrclean430@yahoo.com>
Sent: Tuesday, July 2, 2024 2:12 PM
To: ZZ Council Members
Subject: Closing of north 8th street

Some people who received this message don't often get email from mrclean430@yahoo.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. *******

To all council members. My family the Besl's have lived in the city of La Crosse for well over a hundred years and my grandfather Sylvester Besl bought over twenty parcels of land between 7th and 8th street and has paid taxes on that property for over one hundred years. He knew it may never be developed into anything but he thought paying taxes on it would help the city. Closing 8th street would hamper the value of our property if the land ever gets developed. (Possible North South corridor) We see no need to close a street for the financial benefit of one individual. Please vote no to the closing of this street. Thank you for your time.

Michael Skiles
Sent from my Galaxy

Craig, Sondra

From: Kris Padesky <kpadesky@yahoo.com>
Sent: Tuesday, July 2, 2024 1:46 PM
To: ZZ Council Members
Subject: 8th St N

[Some people who received this message don't often get email from kpadesky@yahoo.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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Am writing to you about the proposed vacating of 8th St N. My family (Besl's) own the marsh land behind S and S framing. As a family who have owned this land for many years, I feel this would limit the access to our property. As some of my family have attended the meeting about this proposal, no one from S and S even attended. We have paid the taxes on this property without fail, so why take away our access? Truthfully, if it was that important to S and S, wouldn't they be at last night's meeting?

Thank you for your time. Kristine Padesky

Sent from my iPad

Craig, Sondra

From: Daniel Skiles <danielj.skiles@gmail.com>
Sent: Tuesday, July 2, 2024 1:36 PM
To: ZZ Council Members
Subject: Closing of N 8th St

Some people who received this message don't often get email from danielj.skiles@gmail.com. [Learn why this is important](#)

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I wish to voice my NO vote to the closing of N 8th St at La Crosse St due to the fact that I and members of my family own property in the marsh at the end of 8th St. To close that street would leave our property land locked and if the opportunity arose we would not have access for any development of that property.

Dan Skiles



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0698

Agenda Date: 7/3/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution reallocating 2022 Capital Equipment Budget funds for replacement of fire suppression hoses.

RESOLUTION

WHEREAS, the 2022 Capital Equipment budget, approved in Council Resolution file #21-0430, item #291, designated \$60,000.00 to upgrade suspensions of two response vehicles; and

WHEREAS, the City of La Crosse Fire Department has evaluated the current need to upgrade suspensions of two response vehicles, as compared with other desired projects; and

WHEREAS, the City of La Crosse Fire Department has identified and determined that immediate hose and vehicle extrication equipment need has superseded the previous request for funds to upgrade the suspension of two response vehicles; 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 RESOLVED by the Common Council of the City of La Crosse that the \$60,000.00 amount from the 2022 Capital Equipment budget # 291 be redirected for the purchase of replacement fire hose and replacement extrication equipment for current and future fire apparatus arriving 2025 and 2026.

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



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0771

Agenda Date: 7/3/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution authorizing acceptance of an American Association of Retired Persons (AARP) Community Challenge grant to host a design competition for accessory dwelling units (ADUs).

RESOLUTION

WHEREAS, The AARP Community Challenge is an initiative that helps communities become great places to live for residents of all ages and is intended to help communities make immediate improvements and jump-start long-term progress in support of residents of all ages; and

WHEREAS, the City of La Crosse's Community Challenge grant application was chosen from a field over 3,350 applicants; and

WHEREAS, in February 2024, Ordinance 5280 allowed ADUs to be built in the city of La Crosse; and

WHEREAS, the Comprehensive Plan and Climate Action Plan includes strategies to increase the number of housing units in the city, which is supported by an action to allow and encourage ADUs; and

WHEREAS, this grant will be used to solicit architectural designs for ADUs and select the top 3-5 designs as templates for interested property owners.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby accepts the AARP Community Challenge grant in the amount of \$19,800 for the purpose hosting a design competition for accessory dwelling units.

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



CITY OF LA CROSSE

400 La Crosse Street
La Crosse, Wisconsin 54601
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LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0772

Agenda Date: 7/3/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution authorizing acceptance of a Wisconsin Public Service Commission (PSC) Energy Innovation Grant for the purpose of assisting low-income households with energy audits.

RESOLUTION

WHEREAS, The Energy Innovation Grant Program (EIGP) supports a wide variety of energy projects related to energy efficiency, renewable energy, energy storage, energy planning, and more; and

WHEREAS, the City of La Crosse's was chosen as one of 28 applicants to receive the Energy Innovation Grant, from a field of 3500 applicants; and

WHEREAS, if accepted this grant will increase energy efficiency for approximately 300-500 homes in the city through complimentary home energy assessments and a menu of energy efficiency upgrades.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby accepts the PSC Energy Innovation Grant in the amount of \$755,876 for the purpose of assisting low-income households with energy audits.

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



CITY OF LA CROSSE

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LEGISLATION STAFF REPORT FOR COUNCIL

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Summary/Purpose

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Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0810

Agenda Date: 7/3/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution assigning development of projects and programs for American Rescue Plan Act housing funds to the Economic and Community Development Commission

RESOLUTION

WHEREAS, the City was awarded American Rescue Plan Act (ARPA) funding from the U.S. Treasury; and

WHEREAS, the City identified \$1,500,000 to be allocated to support “Investments in housing and neighborhoods and servicing the hardest hit families, including those impacted by homelessness” through resolution 21-1732; and

WHEREAS, the City and La Crosse County have developed the Pathways Home 5-Year Plan to End Homelessness using input from agencies working on the ground, from people with lived experiences and learning through success and failures from other communities; and

WHEREAS, Pathways Home established a key line of effort for implementation which is to create sustainable housing solutions; and

WHEREAS, to build specialized housing capacity, partnering with community support organizations will be necessary; and

WHEREAS, the Pathways Home team has determined the most effective approach to engage community support organizations is through the Request for Information (RFI) and Request for Proposal (RFP) process; and

WHEREAS, ARPA funds are required to be obligated by December 31st 2024; and

WHEREAS, the Economic and Community Development Commission is the oversight committee for community development initiatives and the Community Development Committee was designated as the committee to review and provide guidance on expenditures associated with this category through resolution 22-0259.

NOW, THEREFORE BE IT RESOLVED that the Economic and Community Development Commission (ECDC) is ~~delegated authority to approve on the~~ authorized to identify and recommend expenditures associated with the aforementioned ARPA funding, which includes the remaining funds that had been allocated through 21-1732. ~~without Common Council approval.~~

BE IT FURTHER RESOLVED that the City of La Crosse will issue an RFI to solicit ideas and interest to develop specialized housing capacity to be reviewed by the Pathways Home team.

BE IT FURTHER RESOLVED that the RFP proposals will be delegated to ECDC for approval to meet the obligation deadline of December 31, 2024.

BE IT FURTHER RESOLVED that the Common Council must authorize all expenditures of any ARPA funding identified herein.

Resolution assigning development of projects and programs for American Rescue Plan Act housing funds to the Economic and Community Development Commission

RESOLUTION

WHEREAS, the City was awarded American Rescue Plan Act (ARPA) funding from the U.S. Treasury; and

WHEREAS, the City identified \$1,500,000 to be allocated to support “Investments in housing and neighborhoods and servicing the hardest hit families, including those impacted by homelessness” through resolution 21-1732; and

WHEREAS, the City and La Crosse County have developed the Pathways Home 5-Year Plan to End Homelessness using input from agencies working on the ground, from people with lived experiences and learning through success and failures from other communities; and

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BE IT FURTHER RESOLVED that the City of La Crosse will issue an RFI to solicit ideas and interest to develop specialized housing capacity to be reviewed by the Pathways Home team.

BE IT FURTHER RESOLVED that the RFP proposals will be delegated to ECDC for approval to meet the obligation deadline of December 31, 2024.



CITY OF LA CROSSE

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LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

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Fiscal Impact

Staff Recommendation

Key Definitions

1. **Emergency Shelter** - Any facility where the primary purpose is to provide temporary or transitional shelter.
2. **Bridge Housing**- Provides temporary housing (up to 24 months) with supportive services to individuals and families experiencing homelessness with the goal of interim stability and support to successfully move to and maintain permanent housing.
3. **Permanent Supportive Housing**- Housing assistance (e.g., long-term leasing or rental assistance) and supportive services are provided to assist households in achieving housing stability.
4. **Permanent/Traditional** – Independent living without supportive services.
5. **Other** - Housing opportunities designed for specific populations i.e. recovery programs.

	Short Term		Long Term		Other
	Emergency Shelter	Bridge	Permanent Supportive	Traditional	
Existing	<ul style="list-style-type: none"> • Salvation Army • Catholic Charities Warming Center • New Horizons 	<ul style="list-style-type: none"> • Thriving Families • Catholic Charities Live by • TBRA • RAPID Re-housing vouchers 	<ul style="list-style-type: none"> • Karuna House • Couleecap Permanent Supportive Housing • Catholic Charities Beyond Shelter 	<ul style="list-style-type: none"> • Fair Market • Private Subsidized • Public Subsidized 	<ul style="list-style-type: none"> • AODA Residential Treatment • Recovery Housing • Crisis Stabilization • Faith Properties • Assisted-Living Settings
Develop	<ul style="list-style-type: none"> • Surge Shelter Plan 	<ul style="list-style-type: none"> • Hillview 		<ul style="list-style-type: none"> • Collective on 4th 	



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0850

Agenda Date: 7/3/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution adopting an updated City of La Crosse Travel Policy.

RESOLUTION

WHEREAS, Resolution #14-0411 adopted on May 8, 2014, repealed and replaced the previous City of La Crosse Travel Policy; and

WHEREAS, the Finance Department continues to evaluate and update its financial policies and procedures and annually reviews them.

NOW, THEREFORE BE IT RESOLVED, by the Common Council that the City's Travel Policy as previously adopted on May 8, 2014, be revised and updated as outlined in the Travel Policy (Rev. July 2024) document related to this resolution; and

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

Travel Policy

City of La Crosse, Wisconsin

- I. General.** This policy is intended to provide guidelines and protect the interest of the City related to travel expenditures by ensuring fair and uniform procedures for administering reimbursement for travel expenses in accordance with State and IRS regulations. The following policy will apply to elected persons, employees, members of boards and commissions, and any other persons incurring travel expenses that will be paid by the City.

- II. Policy.** The City of La Crosse provides for travel and training expenses for City employees and other individuals who are required and authorized to travel and transact official City business. Travel expenses will be allowed for attending approved professional meetings, conferences or training sessions that promote the overall job knowledge and comprehension of the individual. With proper authorization, the City will provide reimbursement of reasonable expenses incurred for approved travel. All travel must be done in compliance with this policy, regardless of the funding source (e.g., federal and state grants, contracts, departmental operating budgets) within the current year's budget cycle.

All same day City related travel approved by the Mayor, Department Head, Council President, or Commission/Board Chair or President using a City provided vehicle will not require a completed and approved travel request form to be filed with the Finance Department as long as the travel 1) is within the State of Wisconsin or 2) out of the State of Wisconsin but within 45 miles of the City of La Crosse corporate limits.

All expenses for travel shall be made with City procurement card following the City's Procurement Card Policy. Detailed/itemized receipts and/or invoices are required for all expenses and shall become part of the documentation for payment as stated in the City Purchasing Policy. When use of the City procurement card for purchases is not possible, a personal credit card, cash or check may be used provided detailed/itemized receipts and/or invoices are submitted along with the request for reimbursement. Any expenditure of personal funds for travel expenses will be reimbursed during the next Council cycle approving monthly bills.

III. Definitions.

- (1) Approvers.** Individuals assigned in each department with the responsibility for processing and tracking travel related documents.

- (2) Authorizers.** Various individuals as described in the list below. Authorizers are directly responsible for ensuring that the proposed travel is for the conduct of City business and that there is a direct relationship between the purpose of the travel and the employee's work.
 - (a)** Department Heads: authorize travel for department employees.

 - (b)** Mayor: authorize travel for Department Heads.

 - (c)** Common Council President: authorize travel for members of the Common Council.

 - (d)** Commission/Board Chair or President: authorize travel for members.

- (3) **City Business.** Meetings where issues directly related to the City are being discussed, conferences related to or affecting City functions, training programs and seminars related to City business, a City function or aspect thereof, participation on boards and committees affecting or dealing with City functions.
- (4) **Employee.** For the purposes of this policy, “employee” means Executive, Exempt and Non-exempt employees, elected officials, appointed officials, and volunteers, who travel while engaged in City business.
- (5) **Mileage Rate.** Per mile reimbursement rate shall be the current IRS rate and calculated based on the shortest distance, or quickest route, whichever is to the advantage of the City, and must be substantiated with a point-to-point mapping indicating mileage.
- (6) **Reasonable Expenses.** Reasonable expenses include both ordinary expenses which are common expenses generally accepted for someone in the employee’s position and necessary expenses which that are both helpful and appropriate for the employee’s work- and work-related travel.

IV. Economy of Travel.

- (1) It is expected that the traveler, once approved to travel, shall make travel arrangements by the most efficient and economical means available to accomplish approved travel. This includes pre-registering for events in advance to receive early discounts; making reservations for all travel ahead to procure the best rates; using public transportation and other means available to minimize costs related to travel. Any additional expenses incurred because of alternate modes of transportation will be the traveler’s personal expenses. Every effort should be made to coordinate travel schedules when multiple employees are traveling to the same destination.
- (2) Employees of the City traveling by personal automobile to the same duty point must coordinate their travel. Department Heads are responsible for ensuring that travel is coordinated to encourage car-pooling. Travelers who choose not to coordinate travel for personal reasons will not be reimbursed mileage, the cost of gasoline, or any other automobile related charges. Employees who cannot coordinate travel in one vehicle due to work related reasons may be reimbursed for their individual mileage expense or rental car.

- V. **Receipts.** Employees approved to travel are required to obtain, save, and submit all associated receipts and supporting documentation of expenses incurred. Receipts are encouraged, but not required, for expenses incurred for travel by taxi, shuttle service, rideshares, and city bus, unless over \$25. If receipts are not available, an itemized list of each claim showing destination and cost of travel is required. Failure to provide substantiating documents of expenses incurred may result in the employee being responsible for payment.

VI. Transportation.

- (1) **Air, Train, or Bus Travel.** Employees approved to travel via commercial air, train, or bus are required, or to the best of their ability, make reservations well in advance to assure that the lowest possible fare is attained. Flight/travel insurance is not allowed and will not be reimbursable.

- (2) **Taxis, Rideshares, Airline Limousine, or Buses.** Reasonable charges for taxis and airline limousines and buses, including driver's tips at a maximum rate of 20% of the charge, with an original receipt are acceptable and/or reimbursable.
- (3) **City Owned Vehicle(s)** are encouraged when available. Only employees are allowed in city owned vehicles. Only City employees are allowed to drive City owned vehicles. Parking fees and tolls are allowable expenses with receipts. Traffic and parking violation expenses are the responsibility of the traveler and will not be reimbursed. Fuel for City owned vehicle shall be procured from the City supply if practical, or by use of city procurement card (receipt required).
- (4) **Rental Vehicle(s)** are encouraged when vehicle rental is the most practical and economical. Only authorized employees are allowed in rental vehicles and as per State of Wisconsin rental contract. Only rental agencies that provide the most favorable contract terms, as determined by the Director of Finance or designee, may be used. The rental vehicle shall be an intermediate/standard/mid-size sedan unless five (5) or more travelers are involved in the event. Employees shall waive the collision damage insurance on the rental. The additional liability and damage insurance is not authorized. Employees who do not waive the collision damage insurance will be responsible for the cost. A City procurement card must be used for both the rental and any fuel purchases. Parking fees and tolls are allowable expenses with receipts. Traffic and parking violation expenses are the responsibility of the traveler and will not be reimbursed. Departments can determine if a rental vehicle is the most practical and economical mode of transportation by using the following formula in comparison to paying mileage as listed below.
- (a) Rental vehicle cost X number of 24-hour days vehicle will be rented + approximate gas cost (use 20mpg X current unleaded regular gas price) = vehicle rental cost.
- Compared To:**
- (b) Total number of round-trip miles X current IRS allowable mileage rate = cost of paying mileage.
- (5) **Privately Owned Vehicle(s) (POV's)** are allowed if use of a City owned vehicle is unavailable, use of a rental vehicle is impractical (See formula in paragraph F.4.) or is authorized by the Department Head. Use of a motorcycle is acceptable. Proof of current minimum liability insurance coverage in compliance with state law must be on file in the Clerk's Office prior to the submission of the travel request. Mileage reimbursement shall be paid in accordance with the standard mileage rate established by the Internal Revenue Service (IRS). Motorcycle mileage reimbursement will be at 50% of the current IRS mileage reimbursement rate. Mileage reimbursement will not apply with respect to personal business. Procurement cards cannot be used for fuel under this section. Parking fees and tolls are allowable expenses with receipts. Traffic and parking violation expenses are the responsibility of the traveler and will not be reimbursed.

VII. Lodging. The choice of lodging shall be based primarily on cost with consideration given to accessibility in conducting business. When making reservations, the government, conference, or single room rate should always be requested, whichever is less. Travelers shall observe posted hotel checkout hours in order to avoid a charge for the day of departure. The traveler who is required to remain in one location for an extended period of time (one week or longer) is required to find lodging at reasonable weekly and/or monthly rates. If a non-City-sponsored traveler (e.g., family member, friend) accompanies the employee, the employee is only authorized the single occupancy rate. The employee will be responsible for all incidental costs associated with their occupancy of the respective facility.

VIII. Meals.

(1) Authorized Expenses.

- (a) The actual and reasonable costs incurred for breakfast, lunch, and dinner.
- (b) Gratuity not to exceed 20%.

(2) Unauthorized Expenses.

- (a) Meals included in the conference or training registration.
- (b) Same day travel.
- (c) Alcoholic Beverages.

(3) Executive Level Employees (e.g., Department Heads and Mayor) may be expected to pay for meals of special business guests while traveling. Such expenses are allowable if reasonable and justified in writing along with the names, agencies, and job titles of the guests.

IX. Cash Advances. Are not permitted.

X. Unauthorized Expenses. Shall include, but not be limited to: alcoholic beverages, spouse or family member's travel expenses, lost/stolen cash or property, personal services, laundry/cleaning costs (allowed if travel exceeds (5) days), non-business related activities (i.e. sightseeing tours, traffic citations, parking tickets and other fines, repair or towing services for personal vehicles, entertainment, charges for late checkout, flight insurance, trip insurance, charges for extra baggage (i.e. golf clubs, skis, etc.), club membership dues, and childcare costs.

XI. Approval exclusive of the "same day, City vehicle" travel requirements listed in the third paragraph above:

(1) Council Member Travel: A completed Travel Request Form must be on file in the Finance Department with the Council President's approval prior to any travel ensuring sufficient funds exist and insurance is on file in the City Clerk's Office, if applicable. Newly elected Council Members may attend one "Newly Elected Official's Workshop" provided sufficient funds exist.

(2) Mayoral Travel: A completed Travel Request Form must be on file in the Finance Department prior to any travel ensuring sufficient funds exist and insurance is on file in the City Clerk's Office, if applicable.

(3) Board/Commission Member Travel: A completed Travel Request Form must be on file in the Finance Department prior to any travel ensuring sufficient funds exist and insurance is on file in the City Clerk's Office, if applicable. Must be approved by Commission Chairperson/ Board President and applicable Department Head for funding.

(4) Department Head Travel: Department heads shall secure initial travel approval from the Mayor. In the event of the Mayor's absence, the Council President may authorize said travel. In the event said approval is not obtained, the Department Head may obtain approval from the Finance and Personnel Committee. After approval is obtained, the Travel Request Form shall be submitted to the Finance Director or designee, for final

approval ensuring sufficient funds exist and insurance is on file in the City Clerk's Office, if applicable.

(5) **Employee Travel:** Applicant must complete a Travel Request Form which is to be submitted to the Department Head or designee for approval. The completed approved Travel Request Form must be forwarded to the Director of Finance or designee for final approval prior to any travel ensuring sufficient funds exist and insurance is on file in the City Clerk's Office, if applicable.

(6) **Sister City Travel:** Common Council Resolution is required to approve any Sister City travel.

XII. Travel Cancellation.

(1) **Timeliness.** Cancellations should be communicated as soon as possible to the Approver so that fares, registrations, or deposits can be refunded or applied to future travel.

(2) **Fees.** If a trip is changed or canceled because of City business needs or because of circumstances beyond the control of the employee, the City will incur any cancellation fees. If the trip is canceled or changed for personal convenience of the employee, the employee is liable for any cancellation fees.

(3) **Early returns.** If travel is cut short due to an emergency or other unforeseen reasons, the City will reimburse any added expense incurred due to loss of flight discounts, etc. subject to review and approval by the Director of Finance. If early return could have been foreseen or avoided, the City will not reimburse employee for added cost.

Violations and/or abuse to this policy may be subject to disciplinary action up to and including discharge in accordance with City policy.



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0851

Agenda Date: 7/3/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution adopting an updated City of La Crosse Procurement Card Policy.

RESOLUTION

WHEREAS, Resolution #14-0409 adopted on May 8, 2014, repealed and replaced the previous City of La Crosse Procurement Card Policy; and

WHEREAS, the Finance Department continues to evaluate and update its financial policies and procedures and annually reviews them.

NOW, THEREFORE BE IT RESOLVED, by the Common Council that the City's Procurement Card Policy as previously adopted on May 8, 2014, be revised and updated as outlined in the Procurement Card Policy (Rev. July 2024) document related to this resolution; and

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

Procurement Card Policy

City of La Crosse, Wisconsin

I. Acquiring a Procurement Card

- (1) The Department Head or designee along with the employee shall read and sign the City of La Crosse Procurement Cardholder User Agreement (Exhibit 1) and Staff Procurement Card New Request/Changes form (Exhibit 2). The completed and signed forms must be returned to the Finance Department, hereafter referred to as “Card Administrator(s)”.
- (2) If the new request is approved, the Card Administrator(s) will send the procurement card request to the card underwriter and the department will receive the card within approximately 5-10 business days.
- (3) Card limits will be initially established at a transaction limit of \$500.00 and a monthly credit limit of \$1,500.00.
- (4) Procurement cards may be issued to full-time, permanent part-time employees, and Council Members only. Card requests for limited term part-time employees will be considered on a case-by-case basis at the discretion of the Card Administrator(s).
- (5) Procurement cards will be issued with the employee’s name on the card.

II. Changes Concerning the Procurement Card

- (1) Any changes concerning the procurement card must be approved in writing by the Department Head or designee and must be provided to the Card Administrator(s) on a Staff Procurement Card New Request/Changes form (Exhibit 2). The Card Administrator(s) will review the requested changes and confirm as to the status of the request within approximately 2-3 business days. Such changes include, but are not limited to, transaction limits, monthly credit limits, employee transfers, employee terminations, and legal name changes.
- (2) If a Cardholder transfers to another department or terminates his or her employment from the City of La Crosse, the Department Head or designee shall notify the Card Administrator(s) immediately so that the procurement card is deactivated.
- (3) The Department Head or designee shall notify the Card Administrator(s) in writing if he or she wants a procurement card to be deactivated.

III. Use of the Procurement Card

- (1) The procurement card shall be used to purchase goods/materials, supplies, or services only for CITY OF LACROSSE business purposes in accordance with City policies.
- (2) Any personal use of the procurement card is strictly prohibited.
- (3) Employees shall not permit any other person(s) to use his/her procurement card.

- (4) Cardholders must request a sales tax exemption for all purchases, including online purchases.
- (5) **Any lost or stolen procurement card** shall be reported immediately to the Department Head and the Card Administrator(s).

IV. Required Documentation

- (1) All procurement card purchases shall be supported by receipt verification for all transactions. Acceptable forms of documentations are as follows:
 - (a) Invoices for purchases made by telephone.
 - (b) Printed order confirmations or receipts for online purchases.
 - (c) Itemized store or vendor purchase receipts for in-store purchases.
- (2) All documentation must immediately be provided to the Cardholder's department designee for accounts payable for prompt payment processing.
- (3) Any requested exception to the documentation requirements must be made in writing to the Finance Director or designee.

V. Payments

- (1) The Finance Department shall determine the credit cycle and departmental due date(s) for all payments.
- (2) Departments shall submit procurement card statement and purchase documentation, to the Finance Department. Each department is responsible for distributing payment among multiple MUNIS funding accounts.
 - (a) This includes a breakdown of any applicable fees for use of the procurement card to each departments expense account (AP PMMT BY CREDIT CARD FEE – 550250) (i.e., 100**10 – 550250)
- (3) ***It is the responsibility of each department to process payments weekly to ensure timely payment for procurement card purchases. Finance charges will accrue if the entire department account balance is not paid timely. All late payment fees and finance charges will be the violating department's responsibility and will be charged to that department's budget. Continued violations may result in termination of department's participation in the procurement card program.***

VI. Charge Disputes

- (1) Departments and/or Cardholders shall attempt to resolve disputes using the Cardholder dispute resolution process as specified by the credit underwriter. The department will call the number on the back of the cardholder's card to initiate or resolve disputes.
- (2) All unresolved disputes with the card underwriter or vendors shall be forwarded in writing, along with applicable documentation, to the Card Administrator(s) for review and resolution.

VII. Implementation & Audits

- (1) The Finance Department is solely authorized to determine vendor payment options in the best interests of the City of La Crosse. Any annual spend rebates will be distributed by the Finance Department based on account usage.
- (2) The Finance Department may audit any department and/or Cardholder at any time.

VIII. Policy Violations

- (1) Any violations of or non-compliance with the Procurement Card Policy and procedures may result in suspension, deactivation, or termination of the Cardholder's procurement card as determined by the Finance Director or designee.
- (2) Purchases in violation of or non-compliance with the Procurement Card Policy and procedures shall be the responsibility of the individual cardholder and such purchases may be deducted from the cardholder's payroll check(s) or as allowed by law.
- (3) Cardholders in violation of or non-compliant with the Procurement Card Policy and procedures will be subject to disciplinary action up to and including discharge.

**City of La Crosse
Procurement Card Cardholder User Agreement**

I understand and agree that I will use the City of La Crosse Procurement Card, known hereafter as the **procurement card**, issued to me as directed by my supervisor and pursuant to the provisions of the Procurement Card Policy and Procedures. The **procurement card** may be revoked at any time without my permission by the City of La Crosse Card Administrator or designee (hereinafter collectively referred to as "Card Administrator").

The **procurement card** will be issued in my name. I understand that under no circumstances will I use the **procurement card** to make personal purchases, either for myself or for others. I will not permit another person to use the **procurement card** issued to me. Any such purchases made with my **procurement card** will be considered to have been made by me and will be my responsibility and will subject me to disciplinary action.

I understand and agree that my **procurement card** use and account are subject to audit at any time.

The **procurement card** is City of La Crosse property. I will be responsible for the safekeeping of the **procurement card** issued to me and, if lost or damaged, will immediately report its loss or damage to my supervisor and the Card Administrator.

I understand that my personal credit will not be affected by any use of the **procurement card**.

I agree to surrender the **procurement card** immediately upon intra-department transfer, involuntary leave or termination of employment for any reason, or as otherwise requested by my supervisor and/or the Card Administrator.

The use of the **procurement card** to purchase goods or services for other than official use of the City of La Crosse is prohibited and violation will subject me to disciplinary action up to and including discharge. In addition, I agree to hold the City harmless from any and all unauthorized expenses and costs, including legal costs incurred by the City due to my improper use or negligent handling of the **procurement card**.

I have read, understand, and agree to the conditions above, in consideration for the issuance of the City of LaCrosse procurement card.

Card account number

Cardholder signature and date

Cardholder printed name

Supervisor's signature

Procurement Card administrator's signature and date

**City of La Crosse
Purchasing Card Program
Staff Procurement Card Request and Change Form**

Requesting Department _____ Date _____

Departmental Staff Name (please print) _____

Please check all that apply

New _____

Update _____

Increase Transaction Limit to _____ transactions per month

Decrease Transaction Limit to _____ transactions per month

Increase Credit Limit to _____ per month

Decrease Credit Limit to _____ per month

Other (please explain) _____

Deactivate _____

Transfer _____

Termination _____

Other _____

Department Head Authorization

Signature _____ Date _____

Print Name _____

For Procurement Card Administrator(s) Use Only

Requested Changes Complete _____ Date/Time _____

Department Head Notified _____ Administrator _____



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0855

Agenda Date: 7/3/2024

Version: 2

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution approving an appropriation of the City's ARPA monies earmarked for childcare to go towards a final ARPA-funded contract with The Parenting Place.

RESOLUTION

WHEREAS, the City was awarded American Rescue Plan Act (ARPA) funding from the U.S. Treasury; and

WHEREAS, the City Council passed a Resolution on January 13, 2022, appropriating some of these ARPA funds to promote healthy childhood environments through improvements in childcare, mitigation of health disparities, and improvement of living and recreation environments; and

WHEREAS, the City Council passed a Resolution on March 10, 2022, further specifying amounts and planned uses of funding with a childcare initiative, based on knowledge available at that time; and

WHEREAS, City staff has been continually engaged with multiple stakeholders and childcare experts regarding the best usage of the City's ARPA monies allocated to address childcare, and in part due to the complexity of this issue and the ever-changing dynamics in play, the City recognized the need to have a dedicated entity to directly oversee the success of the City's childcare initiatives over the lifetime of the grant period for ARPA; and

WHEREAS, the City has identified The Parenting Place as the sole entity to oversee this project, and documented justification to meet the sole-source threshold; and

WHEREAS, the City Council passed Resolution 22-0805 allocating \$350,000 and Resolution 23-0690 allocating \$400,000 of ARPA funds to The Parenting Place to facilitate the first two years of a multi-year comprehensive initiative to improve the wholistic childcare industry for all those impacted in the City of La Crosse; and

WHEREAS, the first two years of this initiative was successfully implemented.

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of La Crosse approves \$1,220,000 of the remaining childcare ARPA funds to be provided to The Parenting Place to facilitate the final ARPA-funded years of the Child Care Development Project.

BE IT FURTHER RESOLVED that this work will be carried out in compliance with all items included in the attached agreement.

BE IT FURTHER RESOLVED that \$445,000 allocated to "financial incentives for home improvements made to in-home childcare operations" via Resolution 22-0259 be re-allocated to funds referred to as "support and grow the childcare industry" to allow for a more impactful and sustainable use of these funds.

BE IT FURTHER RESOLVED that \$305,076 of the \$1,220,000 will come from the funds referred to as “increased capacity for efforts with childcare” and the remaining \$914,924 will come from the funds referred to as “support and grow the childcare industry” allocated via Resolution 22-0259.

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

2024 ARPA GRANT PROGRAM AGREEMENT



Contract Number: ARPA-The Parenting Place-2024-30

THIS AGREEMENT, made and entered into this 16th day of July 2024, by and between the City of La Crosse, Wisconsin, a Wisconsin municipal corporation hereinafter referred to as "City" and The Parenting Place of La Crosse, its address at 1500 Green Bay St, WI 54601, a La Crosse corporation with its office at, La Crosse, Wisconsin, 54601 hereinafter referred to as "Subrecipient".

WHEREAS, the City was awarded American Rescue Plan Act (ARPA) funding from the U.S. Treasury; and

WHEREAS, the City Council passed a Resolution on January 13, 2022 appropriating some of these ARPA funds to promote healthy childhood environments through improvements in childcare, mitigation of health disparities, and improvement of living and recreation environments; and

WHEREAS, the City Council passed a Resolution on March 10, 2022 further specifying the funding amounts and uses for this initiative; and

WHEREAS, the City has documented justification for the Subrecipient to meet the sole-source threshold, and part of that justification includes that there is "no other entity within La Crosse County that is doing this work: coordinating efforts of childcare, working directly with all providers, supporting parents and children, has complete familiarization and expertise of "nuts & bolts" of childcare (licensing, financial resources and programs available, regulations, etc), and facilitates data collection and child care referrals"; and

WHEREAS, the Subrecipient has not received other funding for this need and there is no duplication of benefits from other sources; and

WHEREAS, as a result of that recommendation the City thus far has contracted \$750,000 of ARPA funds to the Subrecipient to facilitate the first two years of a multi-year comprehensive initiative to improving the wholistic childcare industry for all in the City of La Crosse: children, parents, providers, childcare employees, and community stakeholders; and

WHEREAS, given the successful implementation of the first two years of this initiative, the City will allocate an additional \$1,220,000 to the Subrecipient to facilitate the second year of work; and

WHEREAS, prior to advancing funds to the Subrecipient, the City of La Crosse desires certain assurances as more fully set forth herein.

NOW, THEREFORE, IT IS AGREED THAT:

1. **Scope of Work, Budget, Performance Goals, Timeline**
 - a. The City will grant to the Subrecipient a sum of \$1,220,000 from ARPA funds for the purpose of facilitating a multi-year comprehensive project to improve the wholistic childcare industry for all impacted in the City of La Crosse.

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Contract Number: ARPA-The Parenting Place-2024-30

- b. Refer to Attachment A for the agreed upon Statement of Work, Budget, Performance Goals, and Timeline.
- c. This grant is made only for the purpose(s) outlined in Attachment A, must be used to support the Subrecipient's work in the City of La Crosse, and may not be expended for any other purpose without the City's prior written approval. Budgeted funds may be adjusted up to 10% from the proposed budget with City staff approval. Adjustments of greater than 10% will need the approval of the Economic and Community Development Commission.
- d. Any unexpended funds from the previous years' contacts executed in July 2022 and July 2023 shall carryover into the subsequent program years and continue to be used for the purposes outlined in the respective contracts. All funds for all ARPA contracts must be fully expended by December 31, 2026.

2. **Payment**

Payments will be dividing into 5 equal payments. First payment shall be issued within 45 days after this agreement has been signed by both parties and fully executed. Each additional payment shall be issued within 45 days of receiving a report for the previous 6 months of work and barring all other items in this Agreement are in compliance. The 6 month report will be done to a standard and in a format acceptable to the City.

3. **Required Notification**

Subrecipient is required to provide the City with immediate written notification of: (1) any changes in its organization's tax-exempt status; (2) its inability to expend the grant for the purposes as awarded; or (3) any expenditure from this grant made for any purpose other than for which the grant was awarded.

Any portion of the grant not expended at the completion of the project and/or the end of the grant period must be returned immediately to the City. Subrecipient may seek prior written approval from the City to extend grant period and/or use remaining funds for a different need/purpose.

4. **Subrogation**

In consideration of the Subrecipient's funds from the City, the Subrecipient hereby assigns to the City all of its future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal government or other program to the extent of proceeds paid to Subrecipient under this Agreement and that are determined in the sole discretion of the City to be a duplication of benefits ("DOB"). This shall be defined as financial assistance, available to the Subrecipient, that can be used to pay for the costs described in Attachment A and are to be paid for by this grant (ARPA).

Upon receiving any proceeds from other relief programs, federal funds, or loan programs for this

2024 ARPA GRANT PROGRAM AGREEMENT



Contract Number: ARPA-The Parenting Place-2024-30

Use of Funds, that were not already disclosed to the City, the Subrecipient agrees to immediately notify the City. If some or all of the proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the City forthwith.

5. **Records and Reports**

- a. **Follow-up Reporting** - Subrecipient will provide records in accordance with all American Rescue Plan Act requirements through quarterly reporting requirements. Additionally, Subrecipient is expected to have met the items stated in Section 1, “Scope of Work, Budget, Performance Goals, Timeline”, by the end of the agreement and will provide updates on Performance Goals and the project overall in its quarterly reporting.

Subrecipient will meet with City staff on a monthly basis to provide an update on this project and attend the City’s Economic and Community Development Commission as needed to provide updates on the work associated with this award. Subrecipient will also complete 2 annual impact reports to describe progress in achieving the purposes of the grant award, due by July 2025 and July 2026 respectively, and a Final Report for the whole project must be submitted once all funds have been expended and no later than March 15, 2027. It is recommended to include at least one success story with each report.

Subrecipient also agrees to provide any other additional information requested by the City pertaining to this grant.

If performance goals have not been met or quarterly and/or annual reporting is not completed, Subrecipient will have to provide evidence of factors beyond their reasonable control. Staffing issues will not be considered beyond their reasonable control. In the event that Subrecipient encounters factors beyond its control that interfere with the Subrecipient’s ability to perform under the contract, the City and Subrecipient shall work together to attempt to solve the issues that have arisen.

In the event, in the City’s opinion, that Subrecipient fails to provide sufficient documentation to satisfy the deficiency(s) in reporting and/or meeting performance goals, then the City may apply financial consequences which may include but are not limited to withholding future payment until the deficiency is resolved and/or require a total or partial refund of any grant funds if, in the City’s sole discretion, such action is necessary: (1) because Subrecipient has not fully complied with the terms and conditions of the grant; (2) lack of performance with grant results; (3) to protect the purpose and objectives of the grant; or (4) to comply with the requirements of any law or regulation applicable to Subrecipient, the City or the grant.

- b. **Financial Reporting**— The Subrecipient shall:

- i. Maintain an effective system of internal fiscal control and accountability for all ARPA funds and property acquired or improved with ARPA funds, and make sure the same are

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- used solely for authorized purposes.
 - ii. Ensure that all costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
 - iii. Inform the City concerning any funds allocated to the Subrecipient, that the Subrecipient anticipates will not be expended according to this Agreement.
- c. **Data-** The Subrecipient shall maintain data demonstrating eligibility for funding. Such information shall be made available to the City, or their designees for review upon request.

6. **Uniform Administrative Requirements**

The Subrecipient will, to the maximum possible extent, ensure compliance with regulations regarding:

- a. Office of Management and Budget (OMB) Uniform Guidance, "Cost Principles, Audit and Administrative Requirements for Federal Awards" (2 CFR Part 200), which establishes principles for determining costs of grants, contracts, and other agreements with nonprofit organizations. These regulations are applicable for determining acceptable/allowable costs of work performed by nonprofit organizations. For example, to be allowed under an award, costs must meet general criteria such as:
 - i. Be reasonable for the performance of the award,
 - ii. Be accorded consistent treatment,
 - iii. Be determined in accordance with generally accepted accounting principles, and be adequately documented.
- b. Office of Management and Budget (OMB) Uniform Guidance which, in part, provide that financial management systems operated by recipients of federal assistance will provide for accurate, current, reliable, and complete disclosure of financial and accounting records relating to the use of federal dollars.

All records will identify the source and application of funds for activities, and accounting records are to be made available for audit(s) at the City's direction to determine the fiscal integrity of financial transactions and performances. All future procurement transactions for supplies, equipment, construction, and other services, regardless of whether negotiated or advertised, will be conducted in a manner so as to provide maximum open and free competition.

The Subrecipient will give the U.S. Department of Treasury, the Comptroller General, the City of La Crosse, or any authorized representatives access to the right to examine all records and documents related to the grant. Such records will be maintained for a period

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of at least five (5) years after receipt of federal funds.

7. **Additional Federal Requirements**

The Subrecipient will ensure compliance with regulations regarding:

A. Civil Rights

1. General Compliance

Title VI and Title IX of the Civil Rights Act of 1964 (Public Law 88-352)(42 U.S.C. 2003d et seq.); and implementing regulations issued at 24 CFR Part 1; as amended by Executive Order 11375 and 12086, and implementing regulations at 41 CFR Chapter 60, which prohibits discrimination in any activity receiving federal financial assistance.

2. Nondiscrimination

Title VIII of the Civil Rights Act of 1968, (Public Law 90-284)(42 U.S.C. 3601 et seq.); as amended, which prohibits discrimination in housing on the grounds of race, color, religion, national origin, sex, disability, or familial status.

Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

Section 504 of the Rehabilitation Act of 1973, (Public Law 93-112) as amended, and implementing regulations when published for effect. Said regulation provides for nondiscrimination based on disability in federally-assisted programs and activities.

B. Employment Restrictions

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

C. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to the following:

1. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

2. No employee, officer or agent of the Subrecipient shall participate in the selection, the award or the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

3. No covered persons who exercise or have exercised any functions or responsibilities

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with respect to ARPA-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ARPA-assisted activity, or with respect to the proceeds from the ARPA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

D. Anti-Lobbying. The Subrecipient certifies that to the best of its knowledge and belief:

No federal-appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement;

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying".

8. **Publicity**

The Subrecipient shall ensure recognition of the role of the City of La Crosse and Federal American Rescue Plan Act funding in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source.

The City may include information regarding this grant, including the amount and purpose of the grant and any other information or materials the Subrecipient provided about its organization, in its own publicity including, but not limited to: news releases, newsletters, annual reports and social media posts.

9. **Suspension and Termination**

The Subrecipient further agrees that this Agreement may be terminated or suspended in the event the Subrecipient fails to perform any of the conditions contained herein and that the City may take appropriate and corrective action in order to insure compliance with this Agreement,

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Contract Number: ARPA-The Parenting Place-2024-30

including withholding payments, re-allocating funds, an order to audit the Subrecipient’s books and records pertaining to its activities and the utilization of federal funds.

In the event of default or violation by the Subrecipient or the necessity of corrective action, the City will provide the Subrecipient, by written notice, a demand to cure default explaining the nature and extent of the default or violation. The Subrecipient will cure or remedy said violation or default within ten (10) days after receipt of said notice, unless a longer time is agreed upon by the parties, in writing. In case default or violation is not cured, and corrective action is not completed within ten (10) days or a longer time as may be agreed upon, this Agreement may be terminated, and the City may have whatever remedy is authorized pursuant to state, local, and federal laws, including return of any funds previously given to the Subrecipient.

10. **Independent Status**

Nothing contained herein, nor any act of the City, the Subrecipient, or any other party, will be deemed or construed by any party, or by any other third person, to create any relationship with third party Subrecipient, principal or agent, limited or general partnership, or joint venture, or of any association or relationship involving the City. The Subrecipient is at all times considered an independent agency and not an agency or branch of the City.

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

CITY OF LA CROSSE, WISCONSIN

THE PARENTING PLACE

Mitch Reynolds, Mayor

Jodi Widuch, Executive Director

Nikki Elsen, Clerk

Amy Schanhofer, Board Chair

2024 ARPA GRANT PROGRAM AGREEMENT



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Attachment A: Statement of Work, Budget, Performance Goals, Timeline

Scope of Work

This project builds off strategies developed in the first two years of the project to:

- Retain the existing child care workforce and the corresponding number of child care slots in the City of La Crosse
- Increase capacity by staffing empty classrooms and expanding child care sites.
- Address the ongoing sustainability of this work and impact after ARPA funding is no longer available.

Strategies identified during the remaining funding period are designed to leverage the experience, programs, and connections of The Parenting Place to effectively coordinate child care capacity building efforts in the most efficient and potentially sustainable way possible. The Parenting Place facilitates several programs that support existing child care providers and that help prospective child care providers enter the field. These programs are the basis for a long-standing, trusted relationship with the child care community. In addition, The Parenting Place has a well-structured statewide communication network as part of the Child Care Resource and Referral (CCR&R) system which allows the organization to be aware of legislative impacts, child care trends and related funding opportunities, positioning the agency as an informal coordinator of child care programs and relief efforts. The Child Care Development Coordinator position created by this funding has produced encouraging outcomes that have increased child care capacity within the City of La Crosse. This position has effectively managed efforts and resources to support child care recruitment, retention and expansion and has also made groundbreaking new relationships with businesses interested in supporting child care for their employees. Continuing this position is integral to the success of the program and viability of child care in La Crosse. Financial barriers still exist for business start-ups and individuals entering the field, so City of La Crosse ARPA funding will continue to allow financial barriers to be removed to support the retention and expansion of child care slots in the city.

The Child Care Development Coordinator would continue to assess child care needs and challenges, act as a connector and liaison in the community, identify and avoid duplication of efforts, and focus on projects and partnerships that foster sustainability. Responsibilities include representing The Parenting Place and the City of La Crosse on local child care-focused committees, compiling existing child care data, designing inquiries for follow-up data needs, and facilitating identified recruitment, retention and expansion efforts. In addition, this role will continue work to further engage City of La Crosse employers in understanding the value of child care as a recruitment and retention tool, a driver of economic success, and also return on investment in early childhood to support sustainability of successful programs.

The Parenting Place sees this understanding of the positive economic impact of investing in child care (and conversely, the cost of not investing on the front end) as key to the long-term sustainability of the programs developed. The Parenting Place has, and will continue to make targeted efforts to share this information and continue the ongoing conversations with:

- Businesses
- Local, state and national funders
- Foundations that support early childhood education or economic development

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Contract Number: ARPA-The Parenting Place-2024-30

- Individuals with a philanthropic inclination toward early childhood education
- Continued data collection will support this messaging by showing:
- The impact of having a dedicated position working on child care
 - The impact of the City ARPA dollars invested
 - The cost of reduced productivity and turnover related to child care challenges
 - Work toward capturing the actual return on investment of these programs

The Parenting Place is already using data and lessons learned from this project to inform the (much more limited) work of other-funded positions to advocate for similar programs in our broader service delivery area. The intensive implementation work in the City of La Crosse will be used as a model for programs throughout our service delivery area as funding is available. The Parenting Place will also continue to share project data and outcomes statewide so that the La Crosse model can be replicated elsewhere, building further support for ongoing funding.

Workforce Recruitment

Data collected through years one and two shows that workforce continues to be the number one challenge in child care today and also that unutilized space still exists in current programs. City of La Crosse ARPA funding will continue to support efforts to attract and retain workers in the field and allow sites with under-utilized space to move back to full capacity. Continuing “Back to Capacity” grants will sustain the current momentum by exclusively targeting centers with empty classrooms due to staff shortages to provide financial incentives to attract new workers. Recruitment support will include enhanced offerings of required entry-level courses by the Child Care Development Coordinator who is now an approved trainer of all four required courses. City ARPA funds will also provide customized professional development opportunities to ensure that the new workforce is well-positioned to face challenges often leading to burn-out. Professional development opportunities in the form of classes, learning cohorts, support groups and one-on-one coaching will be tailored to meet the needs of City of La Crosse providers based on research by the Child Care Development Coordinator. Professional development topics will include serving children who exhibit challenging behaviors, expulsion reduction, and trauma informed care to address the evolving needs of the child care population identified through data collection efforts.

Directors in busy child care centers struggle with the capacity to both manage a successful business and address the constant hiring and onboarding demands of the current work environment. Onboarding supports such as mentorship programs and shared universal onboarding curriculum would remove some of the burden on director workload and allow them to focus attention on more impactful business operations.

Business Start-up and Expansion

The cost of starting a child care business remains a significant barrier to both new family and new group programs. Financial incentives made possible by ARPA funding will continue to support start-up of new child care businesses and expansion of existing businesses. Grants to support new or expanding businesses will continue to be administered by the Child Care Development Coordinator and harmonized with other start-up funding sources to maximize impact. An overall goal of these efforts will be to continue to ensure equitable access to quality child care among income groups and other demographics, as well as geographic locations within the City of La Crosse. Work will expand to more specifically address transportation barriers, increase

2024 ARPA GRANT PROGRAM AGREEMENT



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regulated slots that will accept Wisconsin Shares subsidy and eliminate geographic gaps as well as other strategies identified by the Child Care Development Coordinator.

Revenue Models to Support Retention

The Child Care Development Coordinator will continue to work closely with businesses to develop innovative, mutually beneficial programs to support child care and employee needs. This may include using lessons learned from the now-ended Partner Up! program to develop a locally tailored business stipend program. As businesses embrace this investment strategy, we are confident that the data will show a positive return on investment that will encourage businesses to continue and/or increase investment even as the support of the ARPA funded programs is scaled back.

This will also include continuing the employee “off-boarding” program to encourage employees exiting the workforce due to child care expense to consider caring for other employee children. This program supports employers in providing financial assistance for employees starting a child care business and help design incentives for them to return once their children are in school. As businesses participate in this program, data will be collected to show the positive impact to the employer. The Parenting Place is confident that the relatively minimal investment to sustain this program at full cost to the employer will be supported by the return on investment data that will be collected from “proof of concept” businesses using the ARPA funding.

Marketing Campaign

Finally, child care workforce retention will be further supported by continued efforts to rebrand child care as a respected profession rather than the stigmatized field it has become due to low wages and lack of understanding of the importance of early childhood education. Marketing efforts will highlight the considerable educational qualifications, economic importance and lifelong impact that quality child care has on the success of individuals as well as portray the field as a dynamic and fulfilling career choice. Marketing efforts will also be directed to the larger community to highlight the impact of child care on everyone, not just parents, and bring attention to successful business-child care partnerships.

The broad strategies outlined in this proposal allow for the creation of innovative pilot programs that will be trialed to determine the long-term sustainability of individual efforts. Careful and thorough data collection will be conducted to support future funding for these programs. Data collection will include:

- Annual child care provider survey to show impacts to enrollment, capacity and staffing (existing)
- Continued engagement with businesses through meetings and focus groups to assess needs and impacts of ARPA-funded programs
- Employee survey disseminated through local employers to assess the child care needs of employees (currently under development)
- Development of a broader parent survey to assess the needs and impacts of child care challenges on those not already in the workforce

Assessment and careful analysis of the data collected and success of programs/initiatives launched would reveal what works, what doesn't, and what is worth the investment. A primary goal of the ongoing projects during the remaining years of the ARPA funding would be to identify sustainable sources of funding and/or sustainable revenue models that will allow the dedicated position and programs to continue.

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Budget

Staff Benefits & Compensation	\$204,810	Staff to implement program 8/1/2024 – 12/31/2026 (includes wages and benefits for 1 FTE Coordinator position, limited data work and supervision/support)
Occupancy	\$18,721	Rent, communications, cleaning, depreciation
General Program Operations	\$19,502	Office supplies, copying/printing, postage, program supplies, dues/fees, risk insurance, audit
Mileage Reimbursement	\$5,785	Anticipated mileage reimbursement travel to providers, businesses, meetings and professional development
Professional Development	\$5,176	Training to increase skills and knowledge of staff
Administrative Compensation	\$28,124	Administrative and back office support
Total Implementation	\$282,118	
Financial Support to facilitate workforce recruitment	\$110,000	Grants to bring child care centers back to full capacity and maintain full capacity
	\$25,000	Professional Development Support
	\$76,500	Onboarding and mentorship programs
Start-up, Expansion & Facility Retention Grants	\$388,750	Grants to support new businesses or expanding capacity of existing business and improvement of existing businesses to maintain regulation standards
Supports to Businesses	\$465,000	Stipends to businesses to support employee child care cost
	\$45,000	Stipends to support employee “off-boarding” plan
Marketing Campaign	\$54,558	To promote child care as a profession, importance of child care & sustainability of successful projects
August 1, 2024 to December 31, 2026 Project Cost	\$1,446,926	

Performance Goals

The overall goals for this work fall into four broad categories:

1. Financial support to facilitate **workforce recruitment**
2. **Start up, expansion and retention** of child care businesses
3. **Pilot Revenue Models** to Support Child Care Business Retention
4. **Marketing campaign** to promote programs and the field of child care
5. **Sustainability** of this work and program moving forward

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Deliverables are broadly defined as follows so that there is room to adjust to evolving needs identified by this project:

1. Workforce Recruitment

- Continue to disseminate “Back to Capacity” grants to staff unutilized classrooms until existing capacity is filled
- Collect data regarding professional development need and offer programs to match demand
- Plan and facilitate required entry-level training courses including CPR, SIDS/AHT and foundational courses
- Research untapped demographics to increase child care pipeline and identify strategies for recruitment
- Develop streamlined onboarding support for new child care center staff
- Administer financial support programs such as (the ones included above in the budget)

2. Start-up, Expansion & Retention

- Facilitate data collection on child care need within the city
- Produce data reports to guide project planning and implementation
- Regularly attend local, state and national collaborations that impact or inform City of La Crosse child care
- Provide navigation services around support system and regulatory process for prospective family providers and new group centers
- Support at least 2 new family child care providers per year in achieving licensing or certification and support at least 1 new group center in achieving licensing per year resulting in a net increase of at least 25 slots
- Collect data on equitable distribution of child care availability (geographic, economic, etc.) and develop strategies to address disparities
- Research existing financial opportunities for child care start-up
- Continue to develop and mobilize a system of financial incentives to support new child care start-up sites while maximizing other supports
- Collect data on needs of existing child care programs to maintain regulation standards and design financial supports to increase retention

3. Pilot Revenue Models

- Continue to develop, refine, market and trial model stipend programs for businesses to support employee child care cost
- Refine and promote employee “Off-boarding” program to support businesses in cultivating child care options for other employees and retaining valuable staff members while raising children
- Support two businesses per year in encouraging exiting employees to open a child care business
- Spearhead investment by businesses in pilot revenue models of at least \$50,000 per year
- Engage with city employers per year to present information on child care as a recruitment/retention tool and businesses as a consumer of child care and engage them in focus groups to define new program needs

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- Research and use data collected to inform a sustainable revenue model (to be completed by December 31, 2026)

4. Marketing Campaign

- Develop and implement broad marketing plan aimed at prospective child care workers to promote the early care field as a career choice
- Develop events and materials to promote appreciation for the field of early care and education and its workers
- Develop and implement broad marketing plan aimed at community to promote importance of child care
- Disseminate data and outcomes of project in a comprehensive and engaging manner to facilitate understanding of importance of child care and support investment in sustainable efforts
- Facilitate data collection on reach and effectiveness of marketing efforts

Timeline

August 1, 2024	Contract start date – continue promoting and refining ongoing programs <ul style="list-style-type: none">• Business stipends• Employee off-boarding• Employer focus groups
By August 15, 2024	Application period starts for new round of start-up and expansion grants
By October 1, 2024	Application period starts for new round of “Back to Capacity” grants
By October 1, 2024	Marketing Campaign developed and rolled out focused on: <ul style="list-style-type: none">• Business Supports for Child Care (stipends and off-boarding)• Grants supporting new and existing child care programs
By December 31, 2024	Conduct year three data collection (child care programs) Conduct employer survey Determine goals for ongoing employer focus group Plan one required foundational course for child care providers Support 2 new family child care programs in achieving regulation Support 1 new group child care program in beginning the licensing process Support 2 businesses in implementing an employee stipend program Support 2 businesses in exploring an “Off-boarding” Program Support up to 6 mentor/mentee pairs
January 1 – June 30, 2025	Develop Year 3 Data Report based on survey results Revise and refine programming based on survey results and evolving needs Develop Employer/Employee child care data report based on survey results Deliver one required foundational course to child care providers Assess additional professional development needs of providers Develop and roll out marketing campaign focused on: <ul style="list-style-type: none">• Child Care Provider Appreciation Plan and hold appreciation event for child care providers Plan and hold Leadership and Empowerment Conference Market and facilitate ongoing grant programs based on needs and funding remaining
July 1 – December 31, 2025	Begin development of standardized child care staff onboarding program Assess needs and market ongoing grant programs accordingly Develop marketing campaign based on existing and emerging needs Deliver one required foundational course to child care providers

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By December 31, 2025	Conduct year four data collection (child care programs) Assess need to administer follow-up employer/employee survey Assess needs and plan goals for 2026 program delivery Support 2 new family child care programs in achieving regulation Support 1 new group child care program in beginning the licensing process Support 2 businesses in implementing an employee stipend program Support 2 businesses in exploring an "Off-boarding" Program Support up to 6 mentor/mentee pairs
January 1 – December 31, 2026	Begin to develop sustainability plan for successful programs Develop Year 4 Data Report(s) based on survey results Revise and refine programming based on survey results and evolving needs Deliver two required foundational courses to child care providers Assess additional professional development needs of providers Conduct Year 5 data collection Plan and hold appreciation event for child care providers Plan and hold Leadership and Empowerment Conference Market and facilitate ongoing grant programs based on evolving needs and funding remaining
Ongoing	Advocate for sustainability measures to continue successful programs Produce report of final data, outcomes and sustainability plan Quarterly meetings, written narratives and data reports to City of La Crosse

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Attachment B. City of La Crosse Standard Contract Terms and Conditions

These are subject to modification at any time by the City of La Crosse and the final agreement with the City will include other provisions not in this agreement. Successful applicant will agree to abide by the City's Standard Contract Terms and Conditions.

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

2. **STANDARD OF PERFORMANCE.** Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be in a manner at least equal to the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services

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

4. **SCOPE OF SERVICES.** Contracting Party is required to perform, do and carryout in a timely and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as indicated in this Agreement. The scope of services to be performed shall include, those services set forth in this Agreement. La Crosse may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.

5. **CHANGE OF SCOPE.** The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement. The scope of service may not be fully definable during initial phases, and as the project progresses, facts discovered may indicate that the scope must be redefined. If mutually agreed to in advance in writing, Contracting Party shall make changes, furnish necessary materials, and perform the work that La Crosse may require, without nullifying this Agreement, at a reasonable addition to, or reduction from, the total cost of the project. Under no circumstances shall Contracting Party make any changes, either as additions or deductions, without the written consent of La Crosse, and La Crosse shall not pay any extra charges made by Contracting Party that have not been agreed upon in advance and documented in writing.

6. **COMPENSATION.** Contracting Party will be compensated by La Crosse for the services provided under this Agreement and subject to the terms, conditions and contingences set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to La Crosse. These invoices, unless lump sum, must be itemized to identify labor costs and the Contracting Party's direct expenses, including subcontractor and supplier costs. In addition, such invoices shall show the hours worked by the Contracting Party's staff and the amount of work completed as a percentage of the work to be performed. If payment is by lump sum, then only the percent complete will be invoiced. The final payment of the balance due the Contracting Party for the completed service shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement. Without prejudice to any other right or remedy it may have, La Crosse reserves the right to setoff at any time any amount owing to it by Contracting Party against any amount payable by La Crosse to Contracting Party.

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

8. **TERMINATION FOR CAUSE.** If, through its own fault, intentional misconduct, or the fault or intentional misconduct of its subcontractors, agents or volunteers, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this

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Agreement, both as determined by La Crosse in its sole discretion, La Crosse shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other deliverables performed by the Contracting Party under this Agreement for which compensation has been made shall, at the option of La Crosse, become the property of La Crosse. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to La Crosse for damages sustained by La Crosse by virtue of the Contracting Party's intentional misconduct or negligent performance of this Agreement, and La Crosse may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to La Crosse from the Contracting Party is determined. Use of incomplete or unfinished work is at the sole risk of La Crosse.

9. **TERMINATION FOR CONVENIENCE.** Either Party may terminate this Agreement for convenience at any time and for any reason by giving sixty (60) days written notice to the other Party of such termination. If this Agreement is terminated by La Crosse pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed and accepted by La Crosse bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by La Crosse.

10. **SAFETY.** Unless specifically included as a service to be provided under this Agreement, La Crosse specifically disclaims any authority or responsibility for general job site safety, or the safety of other persons or property. Except as otherwise provided in this Agreement, Contracting Party disclaims any authority or responsibility for general job site safety, or the safety of third-parties or their property.

11. **DELAYS.** If performance of Contracting Party's obligations under this Agreement is delayed through no fault of Contracting Party, Contracting Party shall be entitled to a reasonable extension of time as proposed by Contracting Party and as accepted or amended by La Crosse. If performance of La Crosse's obligations is delayed through no fault of La Crosse, La Crosse shall be entitled to an extension of time equal to the delay.

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

13. **INSURANCE.** Unless otherwise specified in this Agreement, Contracting Party shall, at its sole expense, maintain in effect at all times during the Agreement, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

a. **Worker's Compensation and Employers Liability Insurance.** Contracting Party shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the laws of the State of Wisconsin. Contracting Party shall provide statutory coverage for work related injuries and employer's liability insurance with limits of at least for employer's liability of one hundred thousand dollars (\$100,000.00) per each accident, one hundred thousand dollars (\$100,000.00) per each employee and five hundred thousand dollars (\$500,000.00) total policy limit.

b. **Commercial General Liability and Automobile Liability Insurance.** Contracting Party 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. Contracting Party shall maintain limits no less than the following:

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1. General Liability. Two million dollars (\$2,000,000.00) per occurrence (\$2,000,000.00 general aggregate if applicable) for bodily injury, personal injury and property damage.
 2. Automobile Liability. Two million dollars (\$2,000,000.00) for bodily injury and property damage per occurrence covering all vehicles to be used in relationship to the Agreement.
 3. Umbrella Liability. Five million dollars (\$5,000,000.00) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverage. Coverage is to duplicate the requirements as set forth herein.
- c. Professional Liability Insurance. When Contracting Party renders professional services to La Crosse under the Agreement, Contracting Party shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a “claims made” policy, all renewals thereof during the life of the Agreement shall include “prior acts coverage” covering at all times all claims made with respect to Contracting Party’s work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the La Crosse.
- d. Required Provisions. The general liability, umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- i. La Crosse, 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 Contracting Party; products and completed operations of Contracting Party; premises occupied or used by Contracting Party; and vehicles owned, leased, hired or borrowed by Contracting Party. The coverage shall contain no special limitations on the scope of protection afforded to La Crosse, 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 La Crosse.
 - ii. For any claims related to this Agreement, Contracting Party’s insurance shall be primary insurance with respect to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by La Crosse, 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 La Crosse, its elected and appointed officers, employees or authorized representatives or volunteers.
 - iv. Contracting Party’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 Contracting Party, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to La Crosse.
 - vi. Such liability insurance shall indemnify La Crosse, 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, Contracting Party 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 La Crosse, and shall have a

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minimum AM Best's rating of A- VIII.

e. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by La Crosse.

f. Evidences of Insurance. Prior to execution of the Agreement, Contracting Party shall file with La Crosse 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.

g. Sub-Contractor. In the event that Contracting Party employ other contractors (sub-contractors) as part of this Agreement, it shall be the Contracting Party's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

h. Amendments. La Crosse may amend its requirements for insurance upon sixty (60) days written notice. Contracting Party shall procure updated insurance to comply with the new requirements of La Crosse if commercially available and at La Crosse's expense. Contracting Party may appeal any requirement to amend the insurance coverage to La Crosse's City Council who may, in its sole discretion, mutually agree to waive such changes.

14. INDEMNIFICATION. To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, La Crosse, its elected and appointed officials, committee members, officers, employees, authorized representatives and volunteers ("La Crosse Indemnitees") from and against third party tort suits, actions, legal or administrative proceedings, claims, costs and expenses (including, without limitation, reasonable attorney and professional fees) to the extent caused by the negligent acts, errors or omissions of Contracting Party, its subcontractors or of anyone acting under its direction or control or on its behalf in the performance of this Agreement. Contracting Party's defense obligation shall not apply to professional liability claims. The aforesaid indemnity and hold harmless agreement shall not be applicable to any liability to the extent caused by La Crosse, its elected and appointed officials, officers, employees or authorized representatives, consultants, contractors or volunteers in the performance of this Agreement. Contracting Party's obligation to indemnify, defend and hold harmless shall not be restricted to insurance proceeds, if any, received by La Crosse, its elected and appointed officials, officers, employees, authorized representatives or volunteers. Nothing in this Agreement is intended or shall be construed to be a waiver or estoppel of La Crosse or its insurer (or otherwise affect or alter their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. To the extent that indemnification is available and enforceable against La Crosse, (a) La Crosse or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by applicable Wisconsin or federal law; and (b) La Crosse's obligations under this Agreement are further conditioned upon the following: (i) the indemnified party shall promptly notify La Crosse in writing of any such claims, demands, liabilities, damages, costs and expenses within ten (10) days of discovery; (ii) La Crosse shall have sole control of, and the indemnified party shall reasonably cooperate in all respects, in the defense of the claims, demands, liabilities, damages, costs and expenses and all related settlement negotiations; and (iii) the indemnified party shall not make any admission or disclosure or otherwise take any action prejudicial to La Crosse except as required by law. Neither party shall be liable for indirect, special, exemplary, consequential or incidental damages, including, without limitation, any damages for lost profits, revenue or business interruption. The parties represent that, as of the effective date, neither party has any notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by any third party with respect to the matters contemplated in this Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

15. NO PERSONAL LIABILITY. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of either party have any personal liability arising out of this Agreement, unless an employee of the Contracting Party shall commit a criminal, fraudulent, malicious, or dishonest act which is excluded from Contracting Party's insurance coverage.

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16. Intentionally omitted.

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

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

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

20. **NOTIFICATION.** Parties shall:

(1) As soon as possible and in any event within a reasonable period of time after the occurrence of any event of default by either party, notify the other Party in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by defaulting party to cure or mitigate the default.

(2) Promptly notify the other Party of the commencement of any litigation or administrative proceeding that would cause any representation contained in this Agreement to be untrue.

(3) If related to the performance of services and work under this Agreement, notify the other Party, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by a Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of a Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against a Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

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

22. **ASSIGNMENT, SUBLET, AND TRANSFER.** A Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of the other Party. This Agreement shall be binding on the heirs, successors, and permitted assigns of each party hereto. A Party shall provide not less than forty-five (45) days advance written notice of request to assign, sublet or transfer any services provided under this Agreement. The decision to allow an assignment by Contracting Party rests solely with La Crosse, in its discretion

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

24. **SUBCONTRACTING.** None of the services to be performed under this Agreement shall be subcontracted without the

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prior written approval of La Crosse. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to La Crosse for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

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

26. **NON-DISCRIMINATION.** Pursuant to law, it is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status. Contracting Party shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

27. **POLITICAL ACTIVITIES.** Contracting Party employees shall not engage in any political activities within the City of La Crosse while in performance of any and all services and work under this Agreement. This does not apply to periods of time in which employee is not at work, or is billing other than La Crosse for his/ her time.

28. **GOVERNMENTAL APPROVALS.** Contracting Party acknowledges that various of the specific undertakings of La Crosse described in this Agreement may require approvals from the City of La Crosse Council, City of La Crosse bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contracting Party further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council. La Crosse's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. La Crosse cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such approvals on a timely basis. . 2

9. **ENTIRE AND SUPERSEDING AGREEMENT.** This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence.

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

31. **IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE.** Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that modification or deviation from such schedules shall occur only upon approval of La Crosse or reasons of Force Majeure. Any phase or schedule that is determined to be "time of the essence" shall be specifically identified as such within the scope of services. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days. If such delays cause additional cost, Contracting Party shall be reimbursed.

2024 ARPA GRANT PROGRAM AGREEMENT



Contract Number: ARPA-The Parenting Place-2024-30

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

33. **NOTICES.** Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows: To the City: Attn. City Clerk Copy to: Attn. City Attorney City of La Crosse City of La Crosse 400 La Crosse Street 400 La Crosse Street La Crosse, WI 54601 La Crosse, WI 54601 Contracting Party shall identify in writing and provide to La Crosse the contact person and address for notices under this Agreement.

34. Intentionally omitted.

35. **ACCESS TO RECORDS.** Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. La Crosse, or any of its duly authorized representatives, shall have access, at no cost to La Crosse, to such books, records, documents, papers or any records, including electronic, of Contracting Party which are pertinent to the hourly rates of pay and reimbursable costs under this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions. Once deliverables are provided to La Crosse, additional copies will be provided for a fee.

36. **PUBLIC RECORDS LAW.** Contracting Party understands and acknowledges that La Crosse is subject to the Public Records Law of the State of Wisconsin. As such, Contracting Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contracting Party agrees to assist La Crosse in complying with any public records request that La Crosse receives pertaining to this Agreement. If the requested record is not within that which is required to be produced by statute or other authority, then Contracting Party may object, and La Crosse will reject the request. Contracting Party shall seek to intervene in any subsequent public records lawsuit, writ of mandamus, or other action against La Crosse seeking to compel disclosure in order to dispute disclosure of the requested record. Contracting Party shall also cooperate and provide assistance to La Crosse, at no cost, in the defense of such lawsuit, writ or other action. If the request is upheld by a court of law, then Contracting Party will produce the records or indemnify and hold harmless La Crosse Indemnitees from any liability, including without limitation, attorney fees related to or in any way arising from Contracting Party's actions or omissions which contribute to La Crosse's inability to comply with the Public Records Law. In the event that Contracting Party decides not to retain its records for a period of seven (7) years, then it shall provide written notice to La Crosse whereupon La Crosse shall take custody of said records assuming such records are not already maintained by La Crosse. This provision shall survive the termination of this Agreement.

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

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

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

2024 ARPA GRANT PROGRAM AGREEMENT



Contract Number: ARPA-The Parenting Place-2024-30

40. FORCE MAJEURE. Neither Party shall be responsible for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industrywide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

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

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

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

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

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

46. COMPLIANCE WITH LAW. Contracting Party agrees to abide by applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.

47. RELIANCE. Contracting Party has the right to reasonably rely on information provided by or through La Crosse.

Revised: 06.21.19

The City of La Crosse
Child Care Survey
Data Report
CHILD CARE DEVELOPMENT PROJECT

Created By:
The Parenting Place in Partnership with The City of La Crosse | January 2024



Executive Summary

The findings from the Child Care Development Survey not only depict the current state of child care within The City of La Crosse but demonstrate the impact of the Child Care Development Project. Below are data points that display the impact of the project thus far, as well as identify the challenges child care programs are facing within the city of La Crosse.

- Funding from this project, supported staff recruitment and retention efforts so that 89 **empty** child care slots could be filled in 2023. There are currently 136 **empty** child care slots, located in licensed group child care centers within The City of La Crosse due to unfilled staff positions.
- 81 **new** child care slots were added to the City of La Crosse through the start-up of 3 new child care programs (1 group center and 2 family child care programs) and 1 group child care center expansion.
- 67% of group child care centers are operating at a reduced capacity due to unfilled staff positions. Child Care Directors identified the following as the biggest challenges to teacher recruitment and retention: wages, benefits, burnout due to the difficult of the work, under-appreciation for the profession.
- 39 open teacher positions (January 2024), compared to 70 open teacher positions in January 2023.
- 65% of current family child care providers plan to remain open more than 5 years. The most common reason for closing in the near future is retirement.

Through this data, it is evident that **the Child Care Development Project has had a positive impact on child care in our community, however child care challenges and barriers within the City of La Crosse still exist.** The data reveals that when funding is directed towards the child care workforce there are less open teacher positions which results in fewer empty child care slots in our community.

Background:

The City of La Crosse has actively been discussing child care challenges and possible solutions in the community for many years. With a deep understanding of the worsening child care crisis and a vested interest in working toward solutions, in January 2022 the City of La Crosse made the decision to dedicate approximately \$2 million of ARPA Covid Relief funding to combat the issues with both immediate relief and sustainable programs.

The Child Care Development Project began in July 2022 when The City of La Crosse partnered with The Parenting Place to utilize The City of La Crosse ARPA funding to increase the availability of child care within The City of La Crosse. In order to evaluate the extent of the issue and analyze the impact of the project, an annual survey is administered to City of La Crosse child care programs. This survey was first created and administered in January 2023. The intent of this

survey report is to demonstrate the state of child care within the city of La Crosse including barriers, challenges, and successes as well as analyze changes in select metrics. The information in this report is comprised of both numerical data and anecdotal data from regulated child care programs within The City of La Crosse.

This report documents the findings from a survey distributed in January 2024 to all regulated child care providers located within The City of La Crosse. The survey had a 91% completion rate which includes data from 12/13 group child care centers, 11/13 family child care programs (4 certified and 7 licensed), and 7/7 school age programs.

Quotes and data included may refer to the following programs and grants administered in 2023, which utilized \$246,000 of The City of La Crosse ARPA funding:

- Workforce Recruitment and Retention Stipends (January 2023 - \$167,000)
 - o *Financial Stipends to retain existing child care providers and to recruit additional child care providers to fill the empty positions with The City of La Crosse*
- Child Care Start-up and Expansion Grants (ongoing throughout 2023 - \$54,000)
 - o *Financial support to individuals or organizations who are starting a new child care business or expanding a current child care business*
- Back-to-Capacity Grants (November 2023 - \$25,000)
 - o *A next step financial grant targeted specifically to support existing child care centers and school age programs who are operating at a reduced capacity to support intensive recruitment efforts towards unfilled staff positions*

TOTAL NUMBERS OF REGULATED CHILD CARE PROGRAMS LOCATED WITHIN THE CITY OF LA CROSSE:

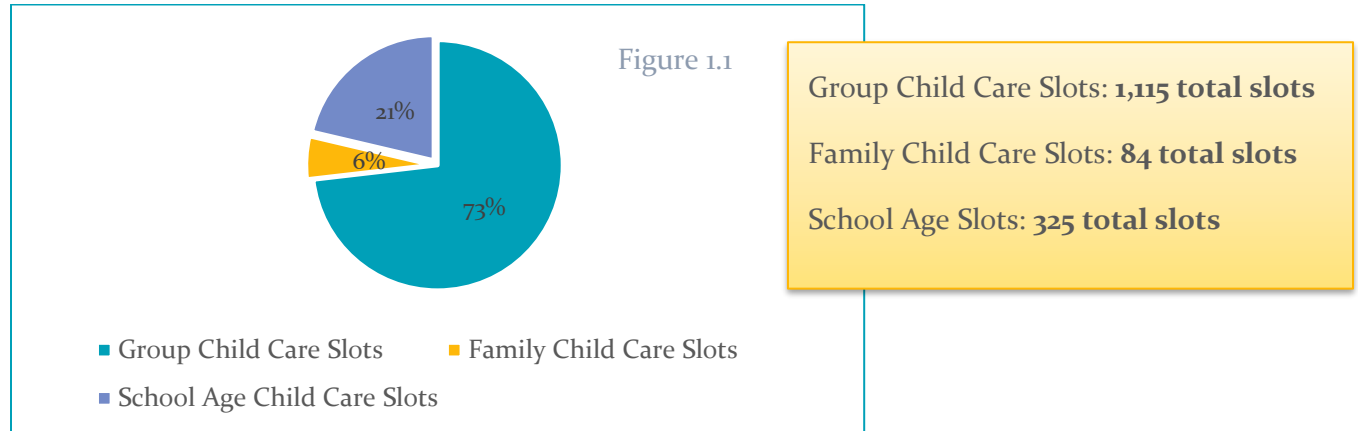
	Group Child Care Centers	Family Child Care Programs	School Age Sites	Total:
January 2023	12	14	7	33
January 2024	13	13	7	33

Section 1: Child Care Enrollment Data

The following information focuses specifically on child care enrollment, including current child care capacity and data on the children enrolled in regulated child care programs.

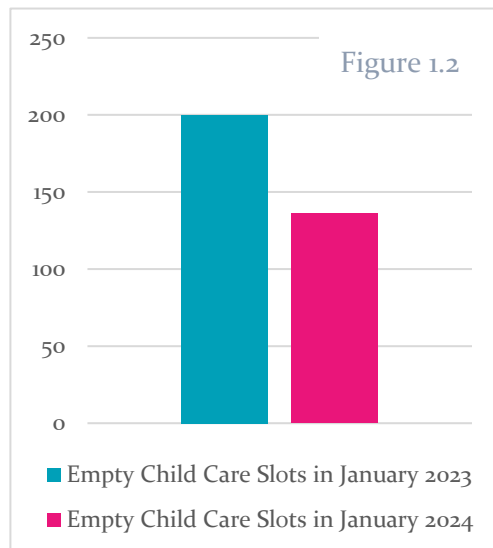
REGULATED CHILD CARE CAPACITY

The total number of regulated child care slots within the city of La Crosse in January of 2024, based on physical capacity of the sites, was 1,524 distributed as follows:



Data was pulled from a DCF source, and includes the regulated capacity for all 33 regulated child care programs located within The City of La Crosse as of January 2024.

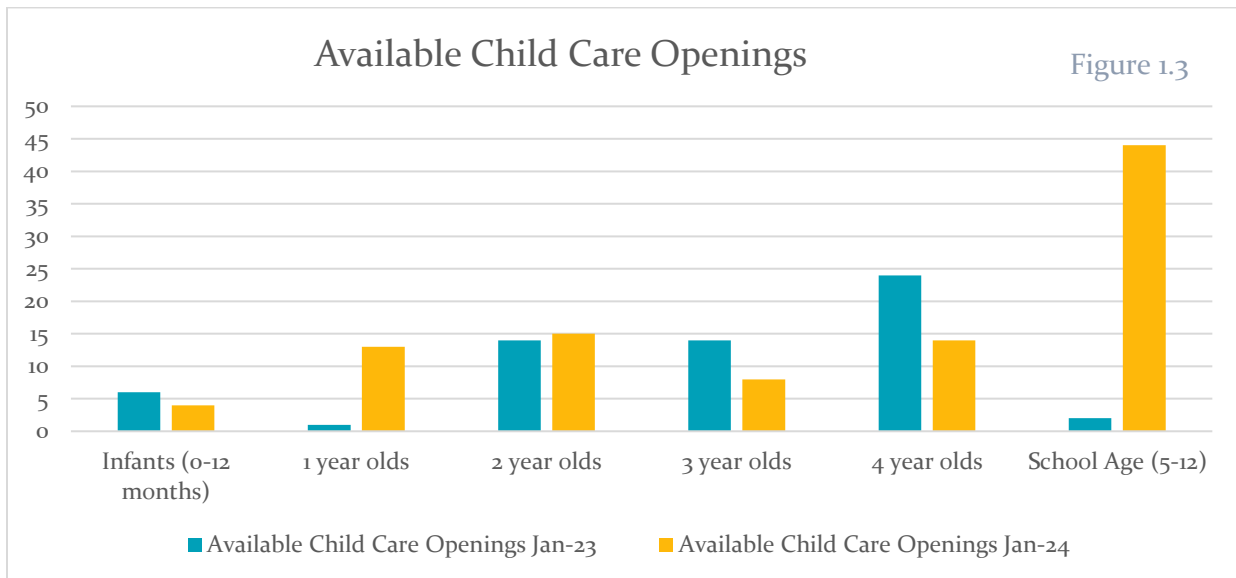
Of those 1,524 child care slots, there are **136 empty child care slots** due to child care teacher shortages. Sixty-seven percent of group child care centers reported they are unable to operate at their licensed capacity because of unfilled teacher positions. Within The City of La Crosse there are a total of 7 closed classrooms (65 child care slots) and 11 classrooms operating at a reduced capacity (71 child care slots) due to unfilled teacher positions. In comparison, the number of empty child care slots in January 2023 was 200, however 25 of the 136 empty child care slots in January 2024 are in classrooms/programs that were not yet open in January 2023 and were not counted in the original 200 empty slots. Which means that **89 empty child care slots became available** from January 2023- January 2024 through target efforts of the child care development project.



“We used the Back-to-Capacity grant to hire a cook, an assistant teacher and a preschool teacher and we are now able to operate full staffed and at capacity”

- Child Care Director

When surveyed, child care programs indicated they had the following number of available child care openings:



Many programs indicated that these openings are not able to be filled due to the slot being held for another child or the slot is not easily fillable due to the specifics of the available child care slot. Those specifics may include age of the child and being able to move up into the next age category when needed. Program specifics also play a factor in empty child care slots such as hours, location, and parents being able to pay increased tuition prices.

CHILD CARE WAITLIST INFORMATION

When surveyed, 67% of child care programs indicated that they maintain a waitlist. The majority of the other 33% indicated they had no reason to maintain a waitlist due to the high demand of child care in the community.

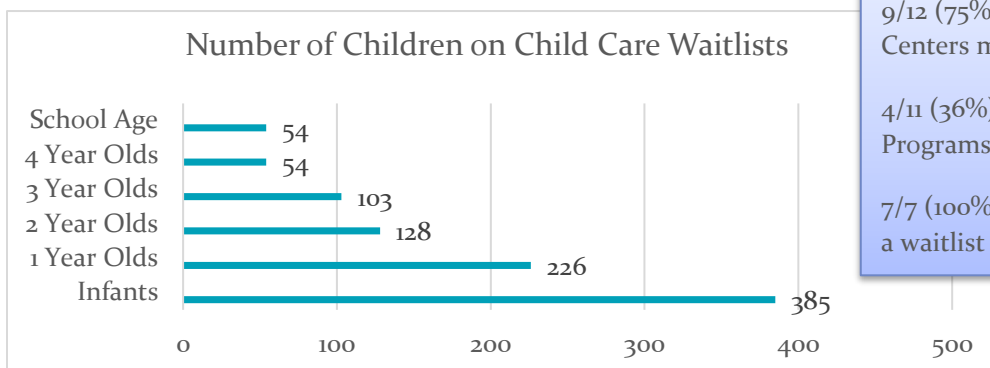
“Finding child care can be very difficult – families are often left choosing child care based solely on where there is an available slot or a low tuition”

-Group Child Care Director

Total number of children on child care waitlists:

950 (Compared to 1,233 in Jan. 2023)

Figure 1.4



9/12 (75%) of Group Child Care Centers maintain a waitlist

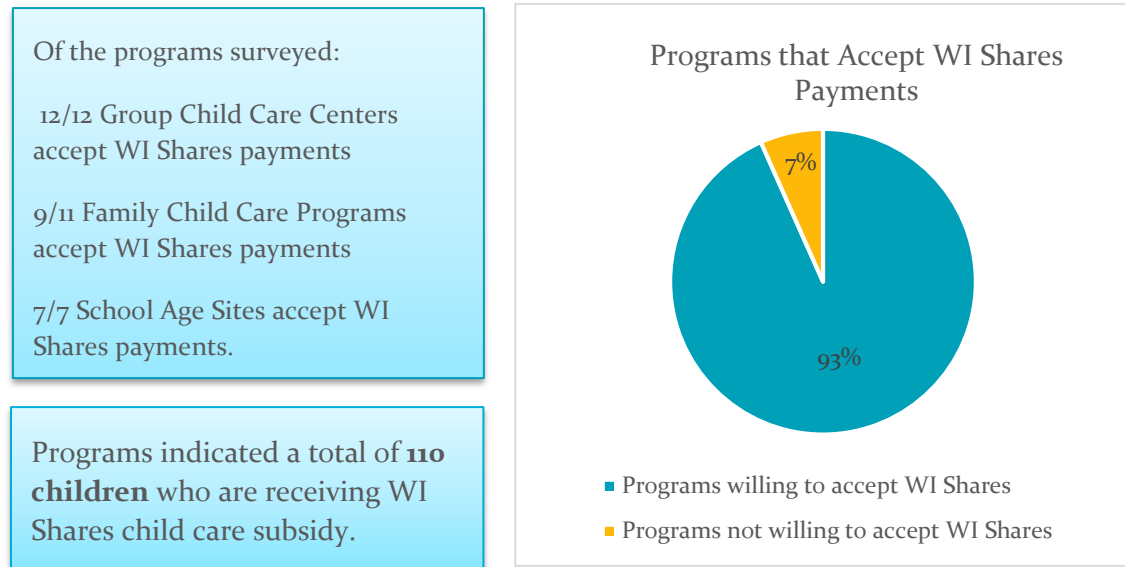
4/11 (36%) Family Child Care Programs maintain a waitlist

7/7 (100%) School Age Sites maintain a waitlist

WI SHARES INFORMATION

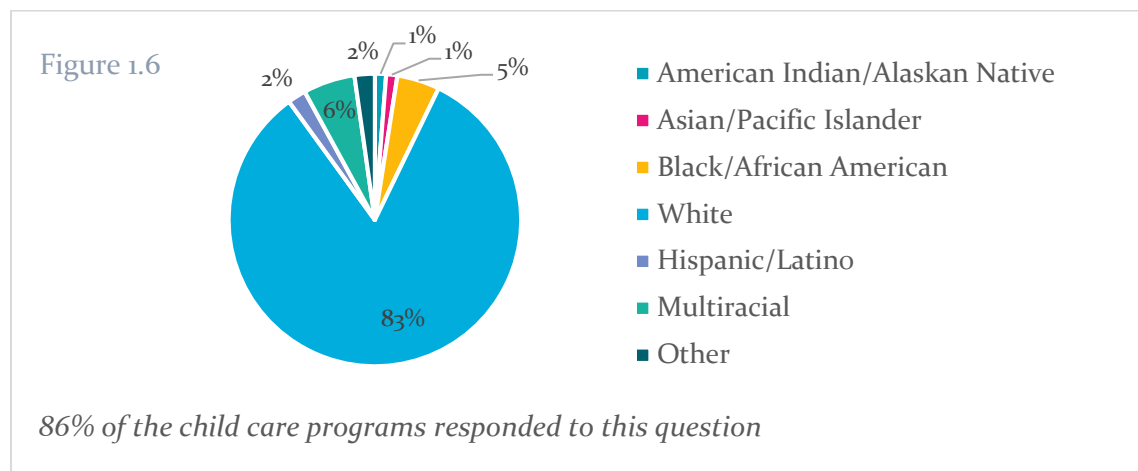
WI Shares is Wisconsin’s child care subsidy program. WI Shares is available to income eligible families to assist in child care costs. For child care programs to receive WI Shares payments, programs must participate in the state’s QRIS (quality rating and improvement system), YoungStar. Because of this stipulation, not all regulated child care programs are able or willing to accept families who receive WI Shares payments.

Figure 1.5



CHILD DEMOGRAPHICS

Child care programs reported the following demographic information about enrolled children:



Child care programs indicated that a total of **63 children** in regulated care have an identified special need or disability. Some of the external services children receive include; birth-to-three, speech, occupational therapy, physical therapy, services through the school district, and

vision therapy. Of the 63 total children, there were a reported 6 children in family child care programs, 31 in group child care and 26 in school age programs.

Section 2: Group Child Care and School Age Staffing Data

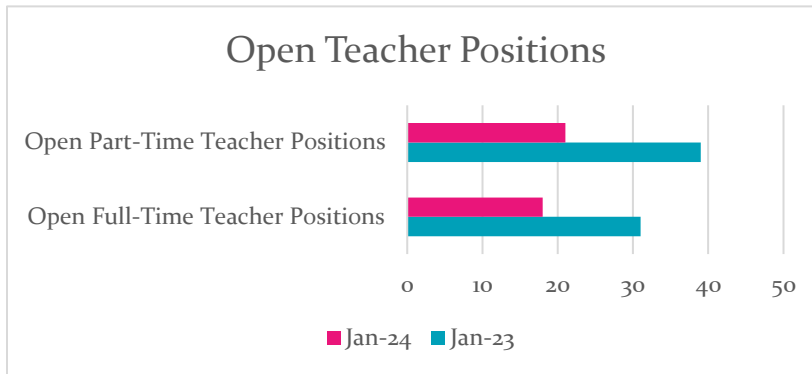
As indicated above, 67% of group child care centers are unable to operate at their licensed capacity due to unfilled teacher positions. Directors indicated that the biggest challenges to teacher recruitment and retention came down to:

- Wages
- Benefits
- Burnout due to the difficulty of the work
- Under-appreciation for the profession

OPEN STAFF POSITIONS

In January 2024 there were a total of **39 open child care teacher positions** compared to 70 in January of 2023. When asked about barriers to child care success, 10/12 child care directors identified staffing as one of the top 3 barriers to child care success within the city of La Crosse.

Figure 2.1



“We have been severely understaffed this year, to the point of having 6 open shifts a day at times. I have just hired staff this month to finally fill most of the open shifts, but we are still short on a couple of days. This was my first year as director, and staffing was definitely by biggest issue.”

- Group Child Care Director

Number of full-time teacher positions open: 18

- Group Child Care Centers: 18
- School Age Programs: 0

Compared to 31 in January 2023

Number of part-time teacher positions open: 21

- Group Child Care Centers: 10
- School Age Programs: 11

Compared to 39 in 2023

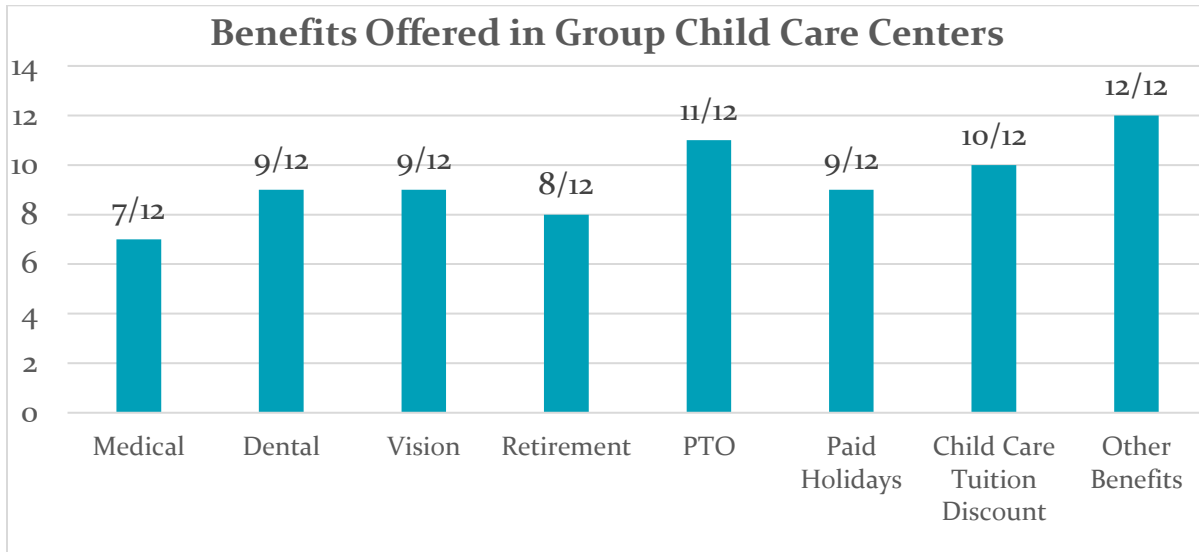
“If we could retain and find more staff we could add other classrooms to our license to create more slots for children”

-Group Child Care Director

WAGES AND BENEFITS

Child care turnover often comes down to child care programs unable to offer competitive wages. The average starting pay for a **teacher qualified position is \$16.14/hr** compared to \$15.14/hr from January 2023. The average starting pay for an **assistant teacher qualified position is \$14.50/hr** which is up from \$12.68/hr from January 2023. School age sites reported an average of \$12.75/hr for their staff.

Figure 2.2



Other benefits included:

EAP assistance, free meals during worktime, professional development stipend, supplemental health insurance options, tuition reimbursement, short-term disability, long-term disability, and pet insurance

TURNOVER

In 2023, the total **child care staff turnover was 112 individuals**. That included 84 individuals from group child care centers, for an average of 7 staff/center and 28 individuals from school age sites, for an average of 4 staff/site. In comparison, in 2022 child care staff turnover in group child care centers alone was 111 individuals for an average of 12.34 staff/center.

A total of 2 (17%) group child care centers had a change in director in 2023 and a total of 3 (43%) school age sites had a change of director in 2023.

When asked about barriers to child care success one family provider shared the following:

“Burn out for providers, having to keep enrollment fees lower to be affordable for families, lower enrollment fees make it difficult to make a living”

Section 3: Family Child Care Retention Data

In 2023, three family child care providers located within the city of La Crosse closed and two new family child care providers opened for a net loss of one site. When current family child care providers were asked how long they plan on remaining in business 2 providers responded 1-2 years, 3 providers responded 2-5 years, 5 providers responded 5-10 years, and 1 provider responded more than 10 years. **The most common reason for closing in the near future is retirement.** The average number of years in regulation for family child care providers is 18.49 years, with the longest being 39 years and the shortest being 3 months.

Conclusion:

It is evident, that although this project has led to significant positive impacts on the state of child care within the City of La Crosse, barriers and challenges still exist. While the total number of slots has increased, it is still far from adequate to support the demand of working families in the area. Workforce shortages and being able to recruit and retain quality child care teachers and providers still remains the #1 barrier to child care success. The Child Care Development Project will use the next two and half years to continue to develop innovative strategies that build on the existing child care infrastructure to maintain the long-term sustainability of the project. This will increase the availability of child care and ensure the sustainability of existing child care within the city of La Crosse.

“This past year has been amazing with all the help that has arisen in this crisis! I hope through community awareness these fundings and support will be able to raise the standards through which we care for our future leaders!

-Family Child Care Provider

Contact Information:

For questions or to learn more about The City of La Crosse Child Care Development Project please contact:

Michelle Sampson - The Parenting Place

1500 Green Bay Street

La Crosse, WI, 54601

michellesampson@theparentingplace.net

608-784-8125 ext. 253



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0857

Agenda Date: 7/3/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution authorizing Wisconsin Land Purchase and Sale Contract with Huitage, LLC for Lot 9 at 3106 Berlin Drive in the International Business Park.

RESOLUTION

BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes staff to sign the Wisconsin Land Purchase and Sale Contract between the City and Huitage, LLC for the sale of lot 9 at 3106 Berlin Drive within the La Crosse International Business Park.

BE IT FURTHER RESOLVED that the proceeds from the sale shall be deposited in General Fund – Sale of Land (Account #1009910-491002).

BE IT FURTHER RESOLVED that the City Attorney, Department of Planning, Development and Assessment and Director of Finance are hereby authorized to take any and all steps necessary to effectuate this resolution.

WISCONSIN LAND PURCHASE AND SALE CONTRACT

- I. **The Parties.** This Wisconsin Land Purchase and Sale Contract ("Agreement") made on 06/14/2024, ("Effective Date"), is between:

Buyer: Hutaige LLC("Buyer") with a mailing address of N10972 Timberwolf Lane Trempealeau, WI 54661 who agrees to buy, and:

Seller: City of LaCrosse – Land Development ("Seller") with a mailing address of 400 La Crosse St, LaCrosse, WI 54601 who agrees to sell and convey the real property described in Section II. Buyer and Seller shall be collectively known as the "Parties."

- II. **Legal Description.** The real property is described as vacant land with a total gross area of 2.73 Square Feet (SF) Acres (AC). The real property is further described as:

Street Address: Berlin Dr Lot 9

Tax Parcel Information:

Other Description: Lot is within the International Business Park

- III. **Earnest Money.** After acceptance by all Parties, the Buyer agrees to make a payment in the amount of \$5,000 as consideration by July 26, 2024, at 8:00 AM PM ("Earnest Money"). The Earnest Money shall be applied to the Purchase Price at Closing and subject to the Buyer's ability to perform under the terms of this Agreement. Any Earnest Money accepted is is not required to be placed in a separate trust or escrow account in accordance with Governing Law.

- IV. **Purchase Price and Terms.** The Buyer agrees to purchase the Property by payment of \$412,175 as follows: (check one)

- **All Cash Offer.** No loan or financing of any kind is required in order to purchase the Property. Buyer shall provide Seller written third (3rd) party documentation verifying sufficient funds to close no later than at 5:00 AM PM. Seller shall have three (3) business days after the receipt of such documentation to notify Buyer, in writing, if the verification of funds is not acceptable. If Buyer fails to provide such documentation, or if Seller finds such verification of funds is not acceptable, Seller may terminate this Agreement. Failure of Seller to provide Buyer written notice of objection to such verification shall be considered acceptance of verification of funds.

- **Bank Financing.** The Buyer's ability to purchase the Property is contingent upon the Buyer's ability to obtain financing under the following conditions: (check one)

- Conventional Loan
- FHA Loan (Attach Required Addendums)
- VA Loan (Attach Required Addendums)
- Other: [DESCRIBE]

- a.) In addition, Buyer agrees, within a reasonable time, to make a good faith loan application with a credible financial institution;
- b.) If Buyer does not reveal a fact of contingency to the lender and this purchase does not record because of such nondisclosure after initial application, the Buyer shall be in default;
- c.) On or before 07/26/2024, the Buyer will provide the Seller a letter from a credible financial institution verifying a satisfactory credit report, acceptable income, source of down payment, availability of funds to close, and that the loan approval **is** **is not** contingent on the lease, sale, or recording of another property;
- d.) In the event the Buyer fails to produce the aforementioned letter or other acceptable verification by the date above in Section IV(c), this Agreement may be terminated at the election of the Seller with written notice provided to the Buyer within 5 days from the date in Section IV(c);
- e.) Buyer must obtain Seller's approval, in writing, to any change to the letter described in Section IV(c) regarding the financial institution, type of financing, or allocation of closing costs; and
- f.) Buyer agrees to pay all fees and satisfy all conditions, in a timely manner, required by the financial institution for processing of the loan application. Buyer agrees the interest rate offered by lender or the availability of any financing program is not a contingency of this Agreement, so long as Buyer qualifies for the financing herein agreed. Availability of any financing program may change at any time. Any licensed real estate agent hired by either party is not responsible for representations or guarantees as to the availability of any loans, project and/or property approvals or interest rates.

- **Seller Financing.** Seller agrees to provide financing to the Buyer under the following terms and conditions:

- a.) **Loan Amount:** \$[AMOUNT]
- b.) **Down Payment:** \$[AMOUNT]
- c.) **Interest Rate** (per annum): [#]%
- d.) **Term:** [#] Months Years
- e.) **Documents:** The Buyer shall be required to produce documentation, as required by the Seller, verifying the Buyer's ability to purchase according to the Purchase Price and the terms of the Seller Financing. Therefore, such Seller Financing is contingent upon the Seller's approval of the requested

documentation to be provided on or before [DATE]. The Seller shall have until [DATE], to approve the Buyer's documentation. In the event Buyer fails to obtain Seller's approval, this Agreement shall be terminated with the Buyer's Earnest Money being returned within five (5) business days.

V. Sale of Another Property. Buyer's performance under this Agreement: (check one)

- **Shall not** be contingent upon selling another property.

- **Shall be** contingent upon selling another property with a mailing address of [ADDRESS] within [#] days from the Effective Date.

VI. Closing Costs. The costs attributed to the Closing of the Property shall be the responsibility of Buyer Seller Both Parties. The fees and costs related to the Closing shall include but not be limited to a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property.

VII. Funds at Closing. Buyer and Seller agree that before the recording can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the state of Governing Law, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day.

VIII. Closing. This transaction shall be closed on 8/30/2024, at 8:00 AM PM or earlier at the office of a title company to be agreed upon by the Parties ("Closing"). Any extension of the Closing must be agreed upon, in writing, by Buyer and Seller. Real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be prorated as of the Closing. Taxes due for prior years shall be paid by Seller.

IX. Survey. Buyer may obtain a survey of the Property before the Closing to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters, that would be disclosed by a survey ("Survey Problems"). The cost of the survey shall be paid by the Buyer. Not later than 10 business days prior to the Closing, Buyer shall notify Seller of any Survey Problems which shall be deemed to be a defect in the title to the Property. Seller shall be required to remedy such defects within 5 business days and prior to the Closing.



MAH

If Seller does not or cannot remedy any such defect(s), Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

- X. Mineral Rights.** It is agreed and understood that all rights under the soil, including but not limited to water, gas, oil, and mineral rights shall be transferred by the Seller to the Buyer at Closing.
- XI. Title.** Seller shall convey title to the property by warranty deed or equivalent. The Property may be subject to restrictions contained on the plat, deed, covenants, conditions, and restrictions, or other documents noted in a Title Search Report. Upon execution of this Agreement by the Parties, Seller will, at the shared expense of both Buyer and Seller, order a Title Search Report and have delivered to the Buyer.

Upon receipt of the Title Search Report, the Buyer shall have 5 business days to notify the Seller, in writing, of any matters disclosed in the report which are unacceptable to Buyer. Buyer's failure to timely object to the report shall constitute acceptance of the Title Search Report.

If any objections are made by Buyer regarding the Title Search Report, mortgage loan inspection, or other information that discloses a material defect, the Seller shall have 5 business days from the date the objections were received to correct said matters. If Seller does not remedy any defect discovered by the Title Search Report, Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

After Closing, Buyer shall receive an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the objections and all other title exceptions agreed to be removed as part of this transaction.

- XII. Property Condition.** Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear, from the time this Agreement comes into effect until the Closing. Buyer recognizes that the Seller, along with any licensed real estate agent(s) involved in this transaction, make no claims as to the validity of any property disclosure information. Buyer is required to perform their own inspections, tests, and investigations to verify any information provided by the Seller. Afterward, the Buyer shall submit copies of all tests and reports to the Seller at no cost.

Therefore, Buyer shall hold the right to hire licensed contractors, or other qualified professionals, to further inspect and investigate the Property until 8/15/2024, at 8:00 AM PM.

After all inspections are completed, Buyer shall have until 8/22/24, at 9:00 AM PM to present any new property disclosures to the Seller in writing. The Buyer and Seller shall have [#] business days to reach an agreement over any new property disclosures found by the Buyer. If the Parties cannot come to an agreement, this Agreement shall be terminated with the Earnest Money being returned to the Buyer.

If the Buyer fails to have the Property inspected or does not provide the Seller with written notice of the new disclosures on the Property, in accordance with this Agreement, Buyer hereby accepts the Property in its current condition and as described in any disclosure forms presented by the Seller.

In the event improvements on the Property are destroyed, compromised, or materially damaged prior to Closing, the Agreement may be terminated at Buyer's option.

XIII. Seller's Indemnification. Except as otherwise stated in this Agreement, after recording, the Buyer shall accept the Property AS IS, WHERE IS, with all defects, latent or otherwise. Neither Seller nor their licensed real estate agent(s) or any other agent(s) of the Seller, shall be bound to any representation or warranty of any kind relating in any way to the Property or its condition, quality or quantity, except as specifically set forth in this Agreement or any property disclosure, which contains representations of the Seller only, and which is based upon the best of the Seller's personal knowledge.

XIV. Appraisal. Buyer's performance under this Agreement: (check one)

- **Shall not** be contingent upon the appraisal of the Property being equal to or greater than the agreed upon Purchase Price.

- **Shall** be contingent upon the appraisal of the Property being equal to or greater than the agreed upon Purchase Price. If the Property does not appraise to at least the amount of the Purchase Price, or if the appraisal discovers lender-required repairs, the Parties shall have [#] business days to re-negotiate this Agreement ("Negotiation Period"). In such event the Parties cannot come to an agreement during the Negotiation Period, this Agreement shall terminate with the Earnest Money being returned to the Buyer.

XV. Required Documents. Prior to the Closing, the Parties agree to authorize all necessary documents, in good faith, in order to record the transaction under the conditions required by the recorder, title company, lender, or any other public or private entity.

XVI. Termination. In the event this Agreement is terminated, as provided in this Agreement, absent of default, any Earnest Money shall be returned to the

Buyer, in-full, within 20 business days with all parties being relieved of their obligations as set forth herein.

XVII. Sex Offenders. Section 2250 of Title 18, United States Code, makes it a federal offense for sex offenders required to register pursuant to the Sex Offender Registration and Notification Act (SORNA), to knowingly fail to register or update a registration as required. State convicted sex offenders may also be prosecuted under this statute if the sex offender knowingly fails to register or update a registration as required, and engages in interstate travel, foreign travel, or enters, leaves, or resides on an Indian reservation.

A sex offender who fails to properly register may face fines and up to ten (10) years in prison. Furthermore, if a sex offender knowingly fails to update or register as required and commits a violent federal crime, he or she may face up to thirty (30) years in prison under this statute. The Buyer may seek more information online by visiting <https://www.nsopw.gov/>.

XVIII. Time. Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and they may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

XIX. Buyer's Default. Seller's remedies shall be limited to liquidated damages in the amount of the Earnest Money set forth in Section III. It is agreed that such payments and things of value are liquidated damages and are Seller's sole and only remedy for Buyer's failure to perform the obligations of this Agreement. The Parties agree that Seller's actual damages in the event of Buyer's default would be difficult to measure, and the amount of the liquidated damages herein provided for is a reasonable estimate of such damages.

XX. Seller's Default. Buyer may elect to treat this Agreement as cancelled, in which case all Earnest Money paid by Buyer hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

XXI. Earnest Money Dispute. Notwithstanding any termination of this Agreement, the Parties agree that in the event of any controversy regarding the release of the Earnest Money that the matter shall be submitted to mediation as provided in Section

XXII. Dispute Resolution. Buyer and Seller agree to mediate any dispute or claim arising out of this Agreement, or in any resulting transaction, before resorting to arbitration or court action.

- a.) **Mediation.** If a dispute arises, between or among the Parties, and it is not resolved prior to or after recording, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to arbitration or litigation.
- b.) **Arbitration.** The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator is required to be a retired judge or justice, or an attorney with at least five (5) years of residential real estate law experience unless the Parties mutually agree to a different arbitrator. Under arbitration, the Parties shall have the right to discovery in accordance with Governing Law. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this Agreement to arbitrate shall be governed by the Federal Arbitration Act.
- c.) **Exclusions.** The following matters shall be excluded from the mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed, mortgage or installment land sale contract as defined in accordance with Governing Law; (ii) an unlawful detainer action, forcible entry detainer, eviction action, or equivalent; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions of this Section.

XXIII. Governing Law. This Agreement shall be interpreted in accordance with the laws in the state of Wisconsin ("Governing Law").

XXIV. Terms and Conditions of Offer. This is an offer to purchase the Property in accordance with the above stated terms and conditions of this Agreement. If at least one, but not all, of the Parties initial such pages, a counteroffer is required until an agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of licensed real estate agent(s) compensation. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

XXV. Binding Effect. This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives, and assigns, which therefore, constitutes the entire agreement between the Parties. No

modification of this Agreement shall be binding unless signed by both Buyer and Seller.

XXVI. Severability. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

XXVII. Offer Expiration. This offer to purchase the Property as outlined in this Agreement shall be deemed revoked and the Earnest Money shall be returned unless this Agreement is signed by Seller and a copy of this Agreement is personally given to the Buyer by 7/19/24, at 8:00 AM PM.

XXVIII. Acceptance. Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Therefore, by the Seller's authorization below, he/she/they accepts the above offer and agrees to sell the Property on the above terms and conditions and agrees to the agency relationships in accordance with any agreement(s) made with licensed real estate agent(s). Seller has read and acknowledges receipt of a copy of this Agreement and authorizes any licensed real estate agent(s) to deliver a signed copy to the Buyer. Delivery may be in any of the following: (i) hand delivery; (ii) email under the condition that the party transmitting the email receives electronic confirmation that the email was received to the intended recipient; and (iii) by facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

XXIX. Licensed Real Estate Agent(s). If Buyer or Seller have hired the services of licensed real estate agent(s) to perform representation on their behalf, he/she/they shall be entitled to payment for their services as outlined in their separate written agreement.

XXX. Disclosures. It is acknowledged by the Parties that: (check one)

- There are **no attached** addendums to this Agreement.

- The following addendums **are attached** to this Agreement:

- Lead-Based Paint Disclosure Form

-

-

XXXI. Additional Terms and Conditions. Permitted that we can build a 25k sq ft warehouse with office. buyer must adhere to the allowed uses and other provisions outlined in the International Business Park Covenants

XXXII. Entire Agreement. This Agreement together with any attached addendums or disclosures shall supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the parties with respect to the said Property. All prior negotiations and agreements between the parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement as of the day and year first above written.

Buyer's Signature: Melissa Hutzenbuehler Date: 6/14/24
Print: Melissa Hutzenbuehler

Buyer's Signature: [Signature] Date: 6/14/24
Print: Casey Stone

Seller's Signature: _____ Date: _____
Print: _____

Seller's Signature: _____ Date: _____
Print: _____

Agent's Signature: _____ Date: _____
Print: _____

Agent's Signature: _____ Date: _____
Print: _____



3270 N Kinney Coulee Rd
Onalaska, WI 54650
608-788-7747
www.hotspringlacrosse.com

June 13th 2024

ATTN:
City Of La Crosse
Planning Development
400 La Crosse Street
La Crosse, WI 54601

RE:
International Business Park Lot #9 Berlin Dr. Onalaska, WI

From:
Hutaige LLC
N10972 Timberwolf Lane
Trempealeau, WI 54661

To Whom it may concern,
Melissa Hutzenbuehler & Casey Staige, members of Hutaige LLC are submitting this Letter of Intent along with offer to purchase lot #9 on Berlin Drive.

We Plan to build a warehouse on the lot. We would like to build 25000 sq ft building. We own Hotspring Spas & Pools and need a place to store our overstock hot tubs, pools, and accessories. We currently own a 10000 sq ft warehouse that we have outgrown. We currently have an employee work there 3 times a week during the summer and 5 times a week during the winter. We also would like to hold sales events at the warehouse a couple of times a year.

Thank you for your consideration!

Melissa Hutzenbuehler & Casey Staige



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation

Agenda Item 24-0857 (Julie Emslie)

Resolution authorizing Wisconsin Land Purchase and Sale Contract with Huitage, LLC for Lot 9 at 3106 Berlin Drive in the International Business Park.

General Location

Lot 9 of the International Business Park.

Background Information

Huitage LLC is interested in purchasing lot 9, 2.73 acres, in the International Business Park to expand their business, HotSpring, which is currently located at 3270 N Kinney Coulee Rd, Onalaska.

Final plans of this site will be reviewed by staff to ensure their conformity with the Park Covenants and presented for approval to the Plan Commission prior to building permits being issued. The sale price of the property is in accordance with the asking price as determined by Council Resolution.

Recommendation of Other Boards and Commissions

None

Consistency with Adopted Comprehensive Plan

This property is part of D-6, the International Business Park and is compatible with the Comprehensive Plan.

Staff Recommendation

Approval

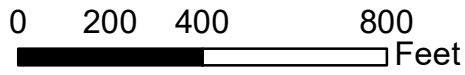
Routing F&P 7.3.2024



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







City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0858

Agenda Date: 7/3/2024

Version: 3

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number: 1.

Resolution approving a Wisconsin Department of Transportation – Transportation Alternatives Program State/Municipal Grant Agreement for the Drift Cycle expansion project and appropriating a funding source to the project.

RESOLUTION

WHEREAS, the Common Council of La Crosse approved a *Bicycle and Pedestrian Master Plan* in 2012 which includes a benchmark to increase access to bike sharing programs; and

WHEREAS, Drift Cycle first launched in 2021, leasing forty bikes and eight stations and has continued to expand service; and

WHEREAS, Drift Cycle is anticipating expansion to multiple north side locations and one additional location downtown with the addition of thirty bikes and five stations; and

WHEREAS, the City Planning, Development, and Assessment Department, in partnership with Drift Cycle, applied for a Transportation Alternatives Program grant via redistribution funds in the amount of \$45,360 to fund 80% of the estimated cost for the Drift Cycle expansion project; and

WHEREAS, the Wisconsin Department of Transportation is requesting the State/Municipal Agreement be signed prior to announcing funding awards so projects can be implemented in the desired time frame.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the attached State/Municipal Agreement Project I.D. 5991-07-16 to accept and receive funding for the project.

BE IT FURTHER RESOLVED by the Common Council of the City of La Crosse that the sum of \$56,700 be designated to the Drift Cycle expansion project where \$45,360 (80%) will be allocated from Fund 210 available cash, \$8,250 will be allocated from TID 16 cash, and \$3,090 will be allocated from Fund 4833095-580900-23804.

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

BE IT FURTHER RESOLVED that the Directors of Finance and Planning, Development, and Assessment are hereby authorized and directed to take all necessary steps to implement this resolution.



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

Subprogram #: 290
Program Name: TAP

Date: **May 31, 2024**
I.D.: **5991-07-16**
WisDOT UEI #: **CBE4JHP1S8H7**
Project Sponsor UEI #: **TBD**
FAIN ID: **TBD**
Project Title: **C La Crosse, Bicycles and Racks**
Location/Limit: **Various Locations, C La Crosse**
Project Length (if applicable): **N/A**
Project Sponsor: **City of La Crosse**
County: **La Crosse**
MPO Area (if applicable): **La Crosse MPO**

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

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, and Indian tribes consistent with federal law 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301(2) of the Wisconsin Statutes.

NEEDS AND ESTIMATE SUMMARY:

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

Existing Facility - Describe and give reason for request: **Drift Cycle first launched in 2021 with 40 bikes and 8 stations. Ridership has grown every year and the City is looking to expand the system to underserved areas. The proposed expansion would provide commuters, students, and residents of low-income neighborhoods an alternative mode of transportation they may not otherwise have access to.**

Proposed Improvement - Nature of work: **The City of La Crosse is planning to purchase 30 bicycles and 5 bicycle racks to be installed at 5 locations within the City of La Crosse.**

The Project Sponsor agrees to the following TAP project funding conditions:

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

The subject project is funded with 80% federal funding up to a maximum of **\$45,360** for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the **\$45,360** federal funding maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

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

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

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

Project Award date: 5/31/2024

Commencement deadline: 5/31/2028

Completion deadline: 6/30/2030

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

The subject project must be completed by 6/30/2030, and the Project Sponsor must submit a project completion certificate to the State central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

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

SUMMARY OF COSTS					
PROJECT TYPE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 5991-07-16					
Participating Costs	\$51,700	\$41,360	80%*	\$10,340	20% + BAL
State Review	\$5,000	\$4,000	80%*	\$1,000	20% + BAL
<i>Project Totals</i>	\$56,700	\$45,360		\$11,340	
Total Est. Cost Distribution	\$56,700	\$45,360	MAX	\$11,340	N/A

*This project has a TAP federal funding maximum of \$45,360. This maximum is cumulative for all federally funded project phases.

This request is subject to the terms and conditions that follow (pages 4–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: City of La Crosse		
<i>Name</i>	<i>Title</i>	<i>Date</i>
Signed for and in behalf of the State		
<i>Name</i>	<i>Title</i>	<i>Date</i>

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. All applicable DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the Transportation Alternatives Program including 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. Sec. 103.50.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin's approved Transportation Alternatives Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
 - f. New installations or alteration of street lighting and traffic signals or devices.
 - g. Landscaping.
 - h. Preliminary Engineering.
 - i. Real estate for the improvement.
 - j. State Review Services.
 - k. Other eligible TAP non-infrastructure items as enumerated in the approved application.
6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.
7. State Disbursements:
- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.
 - b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

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

9. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and all applicable federal laws 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).
10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted
12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
15. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The project is subject to a discretionary DBE goal assessment.
19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
22. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.
23. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals

contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.

24. The Project Sponsor shall allow the State and US Department of Transportation auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR 200.332–(a) as amended effective November 12, 2020.
25. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
26. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
27. When applicable to the project, the Project Sponsor will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide relocation orders and real estate plats and easements, as required by the project.
 - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - g. Provide maintenance and energy for lighting.
 - h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

28. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

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

LEGAL RELATIONSHIPS:

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

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

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

force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

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

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

31. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.

32. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

33. *Binding Effects:* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

34. *Choice of Law and Forum:* This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

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

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

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq., and shall be preserved by the Project Sponsor.

38. The Project Sponsor agrees to the following TAP project funding conditions: The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of **\$45,360** is cumulative for all federal funded project phases.
39. Federal Redistribution Funding: If all or part of the federal share to this project consists of Federal Redistribution Funding, the Project Sponsor understands and agrees that Federal Redistribution Funding is not guaranteed. Project Sponsor understands and agrees to potentially receive Federal Redistribution Funding, Project Sponsor must meet all applicable state and federal program rules to be considered for inclusion in the department's 2024 Federal Redistribution request. Additional information relating to the 2024 Federal Redistribution Initiative can be found at the following webpage: <https://wisconsin.gov/Pages/doing-bus/redistribution.aspx>. Failure to meet or complete with all applicable state and federal program rules may result in funding being unavailable for the project. In the event funding is not available or is not granted to a project (all types) for any reason, Project Sponsor agrees to bear all project costs incurred and will indemnify and hold harmless the State for any and all costs or liabilities associated with the same.

[End of Document]



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation

Craig, Sondra

From: Kevin Hundt <kevinhundt0@gmail.com>
Sent: Friday, June 28, 2024 12:26 PM
To: ZZ City Clerk External
Subject: 24-0858

***** 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. *******

As someone who has not owned a car in 20 years and commutes and shops exclusively by bicycle, and advocates for others to do the same and for better non-car infrastructure, I feel that protecting the credibility of cycling programs and infrastructure is extremely important. To that end, we need to see some numbers from Drift Cycles. I read the documents attached to this resolution, but I don't see anything about how many people are actually using the program. The Grant Agreement says "Ridership has grown every year" and the number of bicycles and stations, but does not provide numbers of how many people are actually using them. The staff report calls Drift "an integral part of the transportation network" but does not seem to back this up with data either. The Resolution makes no mention of ridership or of expectations to measure the success of the grant.

I neither support nor oppose this grant and project, but I think these questions need to be answered prior to its approval.

Kevin Hundt



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0869

Agenda Date: 7/3/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution allocating unused Utility funds for Utility projects bid in 2024.

RESOLUTION

WHEREAS, the City of La Crosse previously estimated the scope and costs of several various utility projects approved in CIP Projects Budget, and said past estimates have been impacted by residual effects of price increases and supply chain issues experienced in the 2021-2023 timeframe; and

WHEREAS, certain projects based upon past estimates may require additional funds to complete various utility work with current projects for increased efficiency, minimized disruption to the public, and lower overall expected costs due to combined efforts; and

WHEREAS, excess unappropriated funds remain in various CIP projects, not allocated to their specific contracts, and

WHEREAS, Section 2-360(c) of the Code of Ordinances states *Unanticipated projects/equipment*. Any Capital Project and Capital Equipment item not previously listed in the adopted Capital Budget requiring immediate funding from the Capital Budget will require a two-thirds vote of the Common Council members present at the meeting.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes use of available funding from CIP projects and/or existing accounts:

CIP 2024 #631 (STM fund 655 cash)	(\$540,000)
CIP 2019 #274 (WAT fund 645 cash)	(\$12,000)
Sanitary Utility borrowing (6356324-588000)	(\$117,415.10)
CIP 2024 #860 (SAN fund 635 2024 bonds)	(\$112,335.94)
CIP 2023 #820 (SAN fund 635 2024 bonds)	(\$20,248.96)

And allocating those funds to:

CIP 2023 #802 (Storm)	\$340,000
CIP 2022 #795 (Storm)	\$160,000
CIP 2024 #227 (Sanitary)	\$250,000
CIP 2024 #883 (Water)	\$12,000
CIP 2024 #579 (Storm)	\$40,000

BE IT FURTHER RESOLVED that City departments and staff are hereby authorized to take required steps to effectuate and implement this resolution.



CITY OF LA CROSSE

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LEGISLATION STAFF REPORT FOR COUNCIL

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Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0894

Agenda Date: 7/3/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

MINUTES of a regular, open, public session of the Common Council of the City of La Crosse, La Crosse County, Wisconsin, held in the City Hall Council Chamber, 400 La Crosse Street, La Crosse, Wisconsin, in said City, at 6:00 o'clock P.M., on the 11th day of July, 2024.

* * *

The meeting was called to order by the Mayor, and upon the roll being called, Mitch Reynolds, Mayor, and the following Council Members were physically present at said location:

The following Council Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The City Clerk announced that the next item for consideration by the Common Council was the issuance of the City's General Obligation Promissory Notes, Series 2024-A, and that the Common Council would consider the adoption of a resolution providing for the issue of said promissory notes, providing the details of said notes, prescribing the form of notes, providing for the payment of the notes, levying taxes and related matters. The City Clerk then explained that the resolution sets for the parameters for the issuance of said notes and sale thereof by designated officials of the City and summarized the pertinent terms of said parameters, including the specific parameters governing the manner of sale, length of maturity, and rates of interest for said notes.

Thereupon the following resolutions were introduced by Mayor Mitch Reynolds:

RESOLUTION 24-0894

RESOLUTION authorizing the issuance of not to exceed \$18,425,000 aggregate principal amount of General Obligation Promissory Notes, Series 2024-A, of the City of La Crosse, La Crosse County, Wisconsin, for the purpose of completing certain capital projects in and for the City and purchasing certain equipment for the City, prescribing details of said notes and the form of note, authorizing the award of said notes to the best bidder therefor, levying taxes, and related matters.

WHEREAS, cities are authorized, pursuant to the provisions of Section 67.12(12), *Wisconsin Statutes*, as supplemented and amended (the “*Statute*”), to issue promissory notes for projects undertaken for public purposes; and

WHEREAS, the term “*public purpose*” is defined in the Statute as “the performance of any power or duty of the issuing municipality;” and

WHEREAS, the City of La Crosse, La Crosse County, Wisconsin (the “*City*”) now wishes to fund various public purposes in and for the City (the “*Projects*”), and

WHEREAS, it is considered necessary and desirable by the Common Council of the City (the “*Council*”) that the City be authorized to borrow not to exceed \$18,425,000 to finance the costs of the Projects and issue its General Obligation Promissory Notes, Series 2024-A (the “*Notes*”) to evidence the indebtedness thereby incurred; and

WHEREAS, it is further necessary to authorize the advertisement and sale of the Notes:

NOW, THEREFORE, Be It Resolved by the Common Council of the City of La Crosse, La Crosse County, Wisconsin, as follows:

Section 1. Incorporation of Preambles. The Council hereby find that all of the recitals contained in the preambles to this Resolution are full, true and correct and do incorporate them into this Resolution by this reference.

Section 2. Authorization. The issuance of not to exceed \$18,425,000 aggregate principal amount of the Notes is hereby authorized for the purpose of providing funds in an amount sufficient to finance the costs of the Projects, as set out in the preambles to this Resolution.

For the purpose of financing the costs of the Projects, there shall be issued the Notes of the City in an aggregate principal amount not to exceed \$18,425,000. The Notes, if issued, shall be designated “General Obligation Promissory Notes, Series 2024-A” with such other series designations and descriptions as shall be necessary to identify the Notes as set forth in the Note Notification. The Notes may be issued in one or more series, shall be dated the date of the issuance thereof as set forth in the Note Notification, and shall also bear the date of authentication by the

note registrar and paying agent (the same being the City Treasurer of the City, the Purchaser, or a bank or trust company authorized to do business in the State as set forth in the Note Notification) (the “*Registrar*”), shall be in fully registered form, shall be of \$5,000 denominations each or any integral multiple thereof (but no single Note shall represent installments of principal maturing on more than one date), or such other denominations as set forth in the Note Notification; and shall be lettered R and numbered consecutively starting with the number one. The Notes shall become due and payable serially or be subject to mandatory prepayment (subject to option of prior prepayment as hereinafter set forth) on the dates (not later than 15 years from the date of the issuance of the Notes), in an aggregate principal amount not to exceed \$18,425,000, and in the amounts and bearing interest at the rates per annum as set forth in the Note Notification (not to exceed \$1,860,000). The maximum true interest cost for any series of the Note shall not exceed 5.00%. Any series of the Notes may be issued as taxable notes, such that the interest thereon shall be includible in gross income of the owners thereof for federal income tax purposes (the “*Taxable Notes*”) or as tax-exempt notes, such that the interest thereon shall be excludable from gross income of the owners thereof for federal income tax purposes (the “*Tax-Exempt Notes*”), if so authorized under the Internal Revenue Code of 1986, as amended (the “*Code*”), all as set forth in the Note Notification for such series of the Notes.

Section 3. Interest; Payment Provisions. The Notes shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, at the interest rates set out above, such interest (computed upon the basis of a 360-day year consisting of twelve 30-day months) being payable semi-annually on the dates set forth in the Note Notification. Interest on each Note shall be paid by check or draft of the Registrar to the person or entity in whose name such Note is registered at the close of business on the fifteenth day of the calendar month next preceding the applicable interest payment date or by wire transfer to any securities depository referred to in Section 5 of this Resolution. The principal of each Note shall be payable in lawful money of the United States of America only upon presentation and surrender of the Notes at the designated office of the Registrar.

Section 4. Execution; Authentication. The Notes shall be executed on behalf of the City with the manual or facsimile signature of the Mayor of the City and with the manual or facsimile signature of the City Clerk of the City, and sealed with the official seal of the City or a printed facsimile of such seal. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Notes may be prepared in printed or typewritten form.

All Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Registrar as authenticating agent of the City and showing the date of authentication of the Notes. No Note shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Registrar by manual signature, and such certificate of authentication upon any such Note shall be conclusive evidence that such Note has been authenticated and delivered under this Resolution. The certificate of authentication on any Note shall be deemed to have been executed by the Registrar if signed by the Registrar.

Section 5. Registration of Notes; Persons Treated as Owners. (a) The City shall cause books the books of the City kept by the Registrar to evidence the registration and transfer of the Notes (the “*Note Register*”) to be kept at the designated office of the Registrar, which is hereby constituted and appointed the registrar of the City with respect to the Notes herein authorized. The City is authorized to prepare, and the Registrar shall keep custody of, multiple Note blanks executed by the City for use in the transfer and exchange of Notes.

Upon surrender for transfer of any Note or Notes at the designated office of the Registrar duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Registrar duly executed by, the registered owner thereof or his attorney duly authorized in writing, the City shall execute and the Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Note or Notes of the same maturity and interest rate of authorized denomination or denominations, for a like aggregate principal amount. Any fully registered Note or Notes may be exchanged at said office of the Registrar for a like aggregate principal amount of Note or Notes of the same maturity and interest rate of other authorized denomination or denominations. The execution by the City of any fully registered Note shall constitute full and due authorization of such Note, and the Registrar shall thereby be authorized to authenticate, date and deliver such Note; *provided, however*, that the principal amount of the outstanding Notes authenticated by the Registrar shall never exceed the authorized principal amount of the Notes, less previous retirements.

The Registrar may, but shall not be required to, transfer or exchange any Note during the period of fifteen (15) days next preceding any interest payment date on such Note, nor to transfer or exchange any Note after notice calling such Note for prepayment has been given nor during the period of fifteen (15) days next preceding giving a notice of prepayment of any Notes.

The person or persons in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, premium (if any) or interest on any Note shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Notes, but the City or the Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Notes, except in the case of the issuance of a Note or Notes for the unprepaid portion of a Note surrendered for prepayment.

(b) *Global Book-Entry System.* The Notes shall be initially issued in the form of a separate single fully registered Note for each of the maturities of the Notes determined as described in Section 2 hereof. Unless otherwise requested by any Purchaser, upon initial issuance, the ownership of each such Note shall be registered in the Note Register in the name of Cede & Co., or any successor thereto (“*Cede*”), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns (“*DTC*”). All of the outstanding Notes shall be registered in the Note Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The Mayor, the City Manager, the Treasurer, the Director of Finance and any other business official of the City and the Registrar are each authorized to execute and deliver, on behalf

of the City, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the “*Representation Letter*”), which Representation Letter may provide for the payment of principal of or interest on the Notes by wire transfer.

With respect to Notes registered in the Note Register in the name of Cede, as nominee of DTC, the City and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Notes from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*DTC Participant*”) or to any person on behalf of whom such a DTC Participant holds an interest in the Notes. Without limiting the immediately preceding sentence, the City and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Notes, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Note as shown in the Note Register, of any notice with respect to the Notes, including any notice of prepayment, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Note as shown in the Note Register, of any amount with respect to the principal of or interest on the Notes. The City and the Registrar may treat and consider the person in whose name each Note is registered in the Note Register as the holder and absolute owner of such Note for the purpose of payment of principal and interest with respect to such Note, for the purpose of giving notices of prepayment and other matters with respect to such Note, for the purpose of registering transfers with respect to such Note, and for all other purposes whatsoever. The Registrar shall pay all principal of and interest on the Notes only to or upon the order of the respective registered owners of the Notes, as shown in the Note Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City’s obligations with respect to payment of the principal of and interest on the Notes to the extent of the sum or sums so paid. No person other than a registered owner of a Note as shown in the Note Register, shall receive a Note evidencing the obligation of the City to make payments of principal and interest with respect to any Note. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 3 hereof with respect to the payment of interest to the registered owners of Notes at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name “Cede” in this resolution shall refer to such new nominee of DTC.

In the event that (i) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the City, the Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the City determines that it is in the best interests of the beneficial owners of the Notes that they be able to obtain certificated Notes, the City shall notify DTC and DTC Participants of the availability through DTC of certificated Notes and the Notes shall no longer be restricted to being registered in the Note Register in the name of Cede, as nominee of DTC. At that time, the City may determine that the Notes shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the City, or such depository’s agent or designee, and if the City does not select such alternate universal book-entry system, then the Notes may be registered in whatever name or names registered owners of Notes

transferring or exchanging Notes shall designate, in accordance with the provisions of Section 5(a) hereof.

Notwithstanding any other provisions of this resolution to the contrary, so long as any Note is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Note and all notices with respect to such Note shall be made and given, respectively, in the name provided in the Representation Letter.

Section 6. Prepayment. (a) Optional Prepayment. All or a portion of the Notes of any series, if any, due on and after the date, if any, specified in the Note Notification shall be subject to prepayment prior to maturity at the option of the City from any available funds, as a whole or in part in such order as the City shall determine (less than all of the Notes of a single maturity to be selected by the Registrar, as hereinafter provided), on the date set forth in the Note Notification, and on any date thereafter, at a prepayment price of 100% of the principal amount thereof being prepaid plus accrued interest to the date fixed for prepayment.

(b) *Mandatory Prepayment.* The Notes maturing on the date or dates, if any, indicated in the Note Notification for any series of the Notes are subject to mandatory prepayment, in integral multiples of \$5,000 selected by lot by the Registrar, at a prepayment price of par plus accrued interest to the prepayment date for the Notes, on the dates, if any, and in the principal amounts, if any, as indicated in such Note Notification.

The principal amounts of Notes to be mandatorily redeemed in each year may be reduced through the earlier optional prepayment thereof, with any partial optional prepayments of such Notes credited against future mandatory prepayment requirements in such order of the mandatory prepayment dates as the City may determine. In addition, on or prior to the 60th day preceding any mandatory prepayment date, the Registrar may, and if directed by the Council shall, purchase Notes required to be retired on such mandatory prepayment date. Any such Notes so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory prepayment required on such next mandatory prepayment date.

(c) *General.* The Notes shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The City shall, at least forty-five (45) days prior to any optional prepayment date (unless a shorter time period shall be satisfactory to the Registrar) notify the Registrar of such prepayment date and of the principal amount and maturity or maturities of Notes to be redeemed. For purposes of any prepayment of less than all of the outstanding Notes of a single maturity, the particular Notes or portions of Notes to be redeemed shall be selected by lot by the Registrar from the Notes of such maturity by such method of lottery as the Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for prepayment of Notes or portions thereof so that any \$5,000 Note or \$5,000 portion of a Note shall be as likely to be called for prepayment as any other such \$5,000 Note or \$5,000 portion. The Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the prepayment price of the Notes to be redeemed or the time of the giving of official notice of prepayment.

The Registrar shall promptly notify the City in writing of the Notes or portions of Notes selected for prepayment and, in the case of any Note selected for partial prepayment, the principal amount thereof to be redeemed.

Section 7. Prepayment Procedure. Unless waived by any holder of Notes to be redeemed, notice of the call for any such prepayment shall be given by the Registrar on behalf of the City by mailing the prepayment notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for prepayment to the registered owner of the Note or Notes to be redeemed at the address shown on the Note Register or at such other address as is furnished in writing by such registered owner to the Registrar.

All notices of prepayment shall state:

- (1) the date fixed for prepayment,
- (2) the prepayment price,
- (3) if less than all outstanding Notes are to be redeemed, the identification, including CUSIP numbers (and, in the case of any partial prepayment, the respective principal amounts) of the Notes to be redeemed,
- (4) that on the date fixed for prepayment the prepayment price will become due and payable upon each such Note or portion thereof called for prepayment, and that interest thereon shall cease to accrue from and after said date, and
- (5) the place where such Notes are to be surrendered for payment of the prepayment price, which place of payment shall be the designated office of the Registrar.

Unless moneys sufficient to pay the prepayment price of the Notes to be redeemed at the option of the City shall have been received by the Registrar prior to the giving of such notice of prepayment, such notice may, at the option of the City, state that said prepayment shall be conditional upon the receipt of such moneys by the Registrar on or prior to the date fixed for prepayment. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Notes, and the Registrar shall give notice, in the same manner in which the notice of prepayment shall have been given, that such moneys were not so received and that such Notes will not be redeemed. Otherwise, prior to any prepayment date, the City shall deposit with the Registrar an amount of money sufficient to pay the prepayment price of all the Notes or portions of Notes which are to be redeemed on that date.

Subject to the provisions for a conditional prepayment described above, notice of prepayment having been given as aforesaid, the Notes or portions of Notes so to be redeemed shall, on the prepayment date, become due and payable at the prepayment price therein specified, and from and after such date (unless the City shall default in the payment of the prepayment price) such Notes or portions of Notes shall cease to bear interest. Upon surrender of such Notes for prepayment in accordance with said notice, such Notes shall be paid by the Registrar at the prepayment price. Installments of interest due on or prior to the prepayment date shall be payable

as herein provided for payment of interest. Upon surrender for any partial prepayment of any Note, there shall be prepared for the registered holder a new Note or Notes of the same maturity in the amount of the unpaid principal.

If any Note or portion of Note called for prepayment shall not be so paid upon surrender thereof for prepayment, the principal shall, until paid, bear interest from the prepayment date at the rate borne by the Note or portion of Note so called for prepayment. All Notes which have been redeemed shall be cancelled and destroyed by the Registrar and shall not be reissued.

Section 8. Form of Notes. The Notes, the certificate of authentication to be endorsed thereon and the form of assignment to be endorsed thereon are all to be in substantially the following forms with necessary and appropriate variations, omissions and insertions as permitted or required by this Resolution:

No. R- _____

\$ _____

UNITED STATES OF AMERICA

STATE OF WISCONSIN

COUNTY OF LA CROSSE

CITY OF LA CROSSE

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2024-A

RATE OF INTEREST	MATURITY DATE	DATED DATE	CUSIP NUMBER
_____ %	_____	_____, 2024	_____

Registered Owner: CEDE & Co.

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS: That the City of La Crosse in the County of La Crosse and the State of Wisconsin (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner hereinabove identified, or registered assigns as hereinafter provided, on the Maturity Date hereinabove identified the Principal Amount hereinabove identified and to pay interest (computed on the basis of a 360-day year consisting of twelve 30-day months) on such Principal Amount from the Dated Date hereinabove identified or from the most recent interest payment date to which interest has been paid at the Rate of Interest per annum hereinabove identified on _____ and _____ of each year, commencing on _____, 20__, until said Principal Amount is paid, except as the provisions hereinafter set forth with respect to prepayment may be and become applicable to this Note.

The principal of this Note is payable in lawful money of the United States of America only upon presentation and surrender of this Note at the designated office of the U.S. Bank Trust Company, National Association, as registrar and paying agent, or any successor registrar and paying agent (the “Registrar”). Payment of each installment of interest hereon shall be made to the Registered Owner hereof who shall appear on the registration books of the City maintained by the Registrar at the close of business on the fifteenth day of the calendar month next preceding the applicable interest payment date, and shall be paid by check or draft of the Registrar mailed to such Registered Owner at his address as it appears on such registration books or at such other address as may be furnished in writing by such Registered Owner to the Registrar, or may be paid by wire transfer to any securities depository as provided in the Resolution hereinafter referred to.

This Note is one of an authorized issue of General Obligation Promissory Notes, Series 2024-A, aggregating the principal amount of \$ _____ (the “Notes”) and issued to

finance the costs of the Projects (as defined in the hereinafter defined Resolution), in all respects in compliance with Chapter 67, *Wisconsin Statutes*, as supplemented and amended, and a resolution adopted by the Common Council of the City on July 11, 2024 (as supplemented by a notification of sale, the “*Resolution*”).

This Note is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the designated office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Note. Upon such transfer, a new Note or Notes of the same maturity and interest rate of authorized denomination or denominations and for a like aggregate principal amount, will be issued to the transferee in exchange for this Note.

The Notes are issuable in fully registered form in denominations of \$5,000 each and integral multiples thereof. This Note may be exchanged at the designated office of the Registrar for a like aggregate principal amount of Notes of the same maturity and interest rate of other authorized denominations, upon the terms set forth in the Resolution.

The City and the Registrar may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

The Notes maturing on and after _____, 20__, are subject to prepayment at the option of the City, as a whole or in part in such order as the City may determine in integral multiples of \$5,000, less than all Notes of a single maturity to be selected by the Registrar, as provided in the Resolution, in such manner as it shall deem fair and appropriate, on _____, 20__, and on any date thereafter, at a prepayment price of 100% of the principal amount thereof being prepaid plus accrued interest to the date fixed for prepayment.

Notice of any intended prepayment shall be sent by registered or certified mail, postage prepaid, or be given by facsimile transmission, electronic transmission or overnight express delivery service not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for prepayment to the registered owner of each Note to be prepaid (in whole or in part) at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such registered owner to the Registrar. Such notice of prepayment may be conditional as provided in the Resolution. When so called for prepayment, this Note, or the portion hereof being so called for prepayment, will cease to bear interest on the specified prepayment date, provided funds for prepayment are on deposit at the place of payment on that date, and shall not be deemed to be outstanding.

It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist, happen and be performed precedent to and in the issuance of this Note have been done, have existed, have happened and have been performed in due time, form and manner as required by the Constitution and the laws of the State of Wisconsin; that this Note, together with all other indebtedness of the City, does not exceed any limitation prescribed by law; and that the City has

levied a direct annual irrevocable tax sufficient to pay the interest hereon when it falls due and also to pay and discharge the principal hereof at maturity.

The full faith, credit and resources of the City are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due and for the levy and collection of sufficient taxes for that purpose.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF the City of La Crosse, La Crosse County, Wisconsin, by its Common Council, has caused this Note to be executed with the duly authorized manual or facsimile signature of its Mayor and with the duly authorized manual or facsimile signature of its City Clerk, and its official seal or a facsimile thereof to be impressed or reproduced hereon, as of the Dated Date hereinabove identified.

City Clerk

Mayor

[SEAL]

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes described in the within mentioned Resolution, and is one of the General Obligation Promissory Notes, Series 2024-A, of the City of La Crosse, La Crosse County, Wisconsin.

Date of Authentication: _____, 2024

_____,
as Note Registrar

By _____
Authorized Signatory

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM-	as tenants in common	UNIF GIFT/TRANS MIN ACT- Custodian
		(Cust) (Minor)
TEN ENT-	as tenants by the entirety	under Uniform Gifts/Transfers to Minors
JT TEN-	as joint tenants with right of survivorship and not as tenants in common	Act _____ (State)

Additional abbreviations may also be used though not listed above.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(Name and Address of Assignee)

the within Note, and does hereby irrevocably constitute and appoint _____, or its successor as Registrar, to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature guaranteed: _____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Section 9. Sale of Notes. The Mayor and the Finance Director of the City (the “*Designated Representatives*”) are hereby authorized to proceed not later than the 11th day of December, 2024, without any further authorization or direction from the Council, to sell the Notes upon the terms prescribed in this Resolution. The Notes hereby authorized shall be executed as in this Resolution provided as soon after the delivery of the Note Notification as may be, and thereupon be deposited with the City Treasurer, and, after authentication thereof by the Note Registrar, be by said City Treasurer delivered to the purchaser or purchasers thereof (each, a “*Purchaser*”) upon receipt of the purchase price therefor, the same being not less than (i) par (100%) of the principal amount of the Notes (exclusive of original issue discount) on a series by series basis for Tax-Exempt Notes, and (ii) 98.0% of the principal amount of the Notes on a series by series basis for Taxable Notes.. The Purchaser or Purchasers for the Notes shall be the best bidder for a series of the Notes at a competitive sale conducted by Baker Tilly Municipal Advisors, LLC, the City’s municipal advisor.

Prior to the sale of the Notes, the Mayor, City Treasurer, Finance Director or any other business official of the City is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Notes, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Notes treating the fee paid as interest on the Notes) is less than the present value of the interest reasonably expected to be saved on the Notes over the term of the Notes as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Notes, the Designated Representatives shall prepare a Notification of Sale, which shall include the pertinent details of sale as provided herein (the “*Note Notification*”). In the Note Notification, the Designated Representatives shall find and determine that the Notes have been sold at such price and shall have the terms as set forth therein. The Note Notification shall be entered into the records of the City and made available to the Council at the next regular meeting thereof; but such action shall be for information purposes only, and the Council shall have no right or authority at such time to approve or reject such sale as evidenced in the Note Notification.

Upon the sale of the Notes, the Mayor, City Clerk, City Treasurer, Finance Director and any other officer of the City, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Notes as may be necessary, including, without limitation, the contract for the sale of the Notes between the City and the Purchaser (the “*Purchase Contract*”), which may be evidenced by an executed bid form, term sheet or other document requested by a Purchaser.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Notes (the “*Official Statement*”) is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the City to consummate the transactions contemplated by the Purchase Contract, this Resolution, said Preliminary Official Statement, the Official Statement and the Notes.

Section 10. Tax Levy. In order to provide for the collection of a direct annual tax sufficient to pay the interest on the Notes and to pay and discharge the principal thereof at maturity, there is hereby levied upon all the taxable property in the City a direct annual tax in amounts sufficient for that purpose, and there is hereby levied upon all taxable property in the City a direct annual tax in each of the years 2024 through 2038 equal to the final schedule of principal and interest due on the Notes, which schedule shall be established following the sale of the Notes and shall be set forth in the Note Notification.

In each of said years from 2024 to 2038, inclusive, the direct annual tax above levied shall be extended upon the tax rolls of the City in the same manner and time as taxes for general City purposes, and when collected the proceeds of said taxes shall be deposited into the account of the Debt Service Fund established in favor of the Notes, to be used solely for paying the principal of and interest on the Notes as long as any of the Notes remain outstanding.

If so set forth in the Note Notification, the City may designate amounts on hand and available in the Debt Service Fund in respect of premium for the purpose of paying certain of the interest due on the Notes, which funds are hereby appropriated to the payment of such interest. The City may reduce the taxes levied pursuant to this Section 10 to the extent of such deposits into the Debt Service Fund.

Section 11. Sufficiency. Interest or principal maturing at any time during the life of the Notes when there shall be insufficient funds on hand from the above tax levy to pay the same shall be paid promptly when due from the general fund of the City, and said fund shall be reimbursed in a like amount out of the proceeds of taxes hereby levied when the same shall have been collected.

Section 12. Establishment of Debt Service Fund. There has been ordered to be established in the City Treasury a fund separate and distinct from all other funds of the City to be designated the “*General Obligation Promissory Notes, Series 2024-A Debt Service Fund*” (the “*Debt Service Fund*”), which fund shall be used solely for the purpose of paying the principal of, premium, if any, and interest on municipal obligations issued pursuant to Chapter 67, *Wisconsin Statutes*, as supplemented and amended, including the Notes. Except as otherwise set forth in the Note Notification, there shall be deposited into the Debt Service Fund all premium, if any, and accrued interest paid on the Notes at the time the Notes are delivered to the purchaser thereof; all money raised by taxation pursuant to Section 10 hereof; and such other sums as may be necessary to pay the interest on the Notes when the same shall become due and to retire the Notes at their respective maturity dates.

Section 13. Use of Proceeds; No Arbitrage; Notes to Remain in Fully Registered Form. Proceeds of the Notes in the amount set forth in the Note Notification will be deposited into the Debt Service Fund and be used to pay the first interest coming due on the Notes. The balance of the principal proceeds of the Notes shall be deposited in a special fund of the City (the “*Construction Fund*”) and used solely for the purpose for which the Notes are hereby authorized. The principal proceeds from the sale of the Notes shall be used only to pay the costs aforesaid and the Council hereby covenants and agrees that said principal proceeds shall be devoted to and used with due diligence for such purposes.

Section 14. List of Noteholders. The Registrar shall maintain a list of the names and addresses of the holders of all Notes and upon any transfer shall add the name and address of the new Noteholder and eliminate the name and address of the transferor Noteholder.

Section 15. Non-Arbitrage and Tax-Exemption. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the “Code”), or would otherwise cause the interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation for interest paid on the Notes, under present rules, the City may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The City also agrees and covenants with the purchasers and holders of the Notes from time to time Outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Notes and affects the tax-exempt status of the Notes.

The Council hereby authorizes the officials of the City responsible for issuing the Notes, the same being the Mayor, City Clerk, Finance Director and Treasurer, or any of them, to make such further covenants and certifications regarding the specific use of the proceeds of the Notes as approved by the Council and as may be necessary to assure that the use thereof will not cause the Notes to be arbitrage bonds and to assure that the interest on the Notes will be exempt from federal income taxation. In connection therewith, the City and the Council further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Notes and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 16. Duties of Registrar. If requested by the Registrar, the Mayor and City Clerk are authorized to execute the Registrar’s standard form of agreement between the City and the Registrar with respect to the obligations and duties of the Registrar hereunder which may include the following.

- (a) to act as note registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Noteholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;

- (c) to give notice of prepayment of the Notes as provided herein;
- (d) to cancel and/or destroy Notes which have been paid at maturity or submitted for exchange or transfer;
- (e) to furnish the City at least annually a certificate with respect to Notes cancelled and/or destroyed; and
- (f) to furnish the City at least annually an audit confirmation of Notes paid, Notes Outstanding and payments made with respect to interest on the Notes.

Section 17. Continuing Disclosure Undertaking. The Mayor, the City Clerk and the City Treasurer/Director of Finance of the City, or any of them, are hereby authorized to execute and deliver on behalf of the City a continuing disclosure undertaking with respect to the Notes (the “*Continuing Disclosure Undertaking*”). When the Continuing Disclosure Undertaking shall be executed and delivered on behalf of the City as contemplated herein, it shall be binding on the City, and all officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the terms and provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Resolution to the contrary, the sole remedy for the failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owners of the Notes to seek mandamus or specific performance.

Section 18. Municipal Bond Insurance. In the event the payment of principal and interest on the Notes is insured pursuant to a municipal bond insurance policy (the “*Municipal Bond Insurance Policy*”) issued by a bond insurer (the “*Bond Insurer*”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the City and the Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Notes, subrogation of the rights of the Noteholders to the Note Insurer upon payment of the Notes by the Note Insurer, amendment hereof, or other terms, as approved by the Mayor on advice of counsel, his or her approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this Section.

Section 19. Other Documents. The Mayor, the City Clerk, the Finance Director and the City Treasurer and all other officers of the City are hereby authorized to execute all documents and certificates (including without limitation any certificate or agreement executed to comply with Rule 15c2-12 of the Securities and Exchange Commission) and to take all actions as may be necessary in connection with the authorization, issuance, sale and delivery of the Notes and the performance of the obligations of the City hereunder and to carry out and comply with the terms of this Resolution, including without limitation, the Official Statement. This Resolution and all such documents shall be in substantially the same form contemplated by this Resolution, with such changes as shall be approved by the officers executing this Resolution and said documents, the execution thereof to constitute conclusive proof of such approval.

Section 21. Record-Keeping Policy and Post-Issuance Compliance Matters. On October 14, 2021, the Council adopted a record-keeping policy (the “*Policy*”) in order to maintain

sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the City, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the City or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Council and the City hereby reaffirm the Policy.

Section 21. Severability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining sections, paragraphs and provisions of this Resolution.

Section 22. Conflicting Proceedings Superseded. All ordinances, resolutions or orders, or parts thereof, heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, shall be and in the same are hereby superseded to the extent of such conflict, and this Resolution shall be in effect from and after its passage.

Adopted: July 11, 2024

Approved: July 11, 2024

Recorded: July 11, 2024

/s/

Mayor

Attest:

/s/

City Clerk

Council Member _____ moved and Council Member _____ seconded the motion that said resolution as presented and read by title be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt said resolution.

Upon the roll being called, the following Council Members voted AYE: _____

and the following Council Members voted NAY: _____

Whereupon the Mayor declared the motion carried and said resolution adopted, approved and signed the same in open meeting and directed the City Clerk to record the same in full in the records of the City of La Crosse, La Crosse County, Wisconsin, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF LA CROSSE)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of La Crosse, La Crosse County, Wisconsin (the “City”), and as such official I further certify that I am the keeper of the records and files of the Common Council of the City (the “Common Council”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Common Council held on the 11th day of July, 2024 (the “Meeting”), insofar as same relates to the adoption of a resolution entitled:

RESOLUTION authorizing the issuance of not to exceed \$18,425,000 aggregate principal amount of General Obligation Promissory Notes, Series 2024-A, of the City of La Crosse, La Crosse County, Wisconsin, for the purpose of completing certain capital projects in and for the City and purchasing certain equipment for the City, prescribing details of said notes and the form of note, authorizing the award of said notes to the best bidder therefor, levying taxes, and related matters.

a true, correct and complete copy of which said resolution as adopted at the Meeting appears in the foregoing transcript of the minutes of the Meeting.

I further certify that a true and correct statement of every step or proceeding had or taken to date in connection with the authorization of said notes has been recorded by me in a separate record book, pursuant to the provisions of Section 67.05(12), *Wisconsin Statutes*, as supplemented and amended.

I do further certify that the resolution was adopted at the Meeting, which was an open, lawful public meeting of the Common Council, that the deliberations of the Common Council on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, and that the Meeting was called, noticed, held and conducted in the manner established by the Common Council and required by the *Wisconsin Statutes*, including, but not limited to, compliance with Sections 19.81 to 19.98, inclusive, of the *Wisconsin Statutes*, as supplemented and amended, notifying the public of the Meeting by distribution an agenda to the media not less than twenty-four (24) hours prior to the Meeting, which agenda is available to the public at the City Hall, located within the City, and that a true, correct and complete copy of the agenda as so provided with respect to the Meeting is attached hereto as *Exhibit A*.

WITNESS my official signature and the official seal of said City this 11th day of July, 2024.

[SEAL]

City Clerk



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0001

Agenda Date: 7/3/2024

Version: 1

Status: Agenda Ready

In Control: Finance & Personnel Committee

File Type: Status Update