City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final-revised

Common Council

Thursday, July 10, 2025 | **6:00 PM** | **Council Chambers, City Hall, First Floor**

This meeting is open for in-person attendance and will also be available through video conferencing. The meeting can be viewed only (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.

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

Mayor Shaundel Washington-Spivey, Presiding

Roll Call

Pledge of Allegiance

Moment of Silence

Approval of Minutes

Minutes of June 12, 2025.

Reports

25-0764 Financial Report from the Director of Finance for the Month of May.

Notices and Discussions

COMMON COUNCIL MATTERS

25-0763 Resolution approving 2025 Bills and Engineering Estimates paid in July 2025.

APPOINTMENTS BY THE MAYOR

25-0761 Bicycle and Pedestrian Advisory Committee: Whitney Hughes, Kevin Hundt, Andrew Ericson. Board of Zoning Appeals: Ben Stepanek. City Plan Commission: Elaine Yager. Climate Action Plan Steering Committee: Dorothy Lenard, Casey Meehan, Andrew Ericson. International Committee: Zakee Pearson, Melissa Giefer, Mindy Wiesjahn. La Crosse Center Board: Beth Hartung. Neighborhood Revitalization Commission: Jessica Stanton. Room Tax Commission: Ben Stepanek.

SUSPENSION OF COUNCIL RULE XV FOR THE FOLLOWING ITEMS: (2/3 Vote Required)

25-0748

REPORT OF BIDS/QUOTES RECOMMENDED TO BE ADOPTED

25-0162 Report of Bids and Resolution awarding contract to Henricksen & Company, Inc. in the amount of $157,761.97 for the La Crosse Public Library Furniture Contract 01 - General Furnishings project.

25-0360 Report of Bids and Resolution awarding contract to Fowler & Hammer, Inc. in the amount of $24,548.85 for the 7th & Tyler St Pedestrian Crossing project.

25-0669 Report of Bids and Resolution awarding contract to Henricksen & Company, Inc. in the amount of $255,431.63 for the La Crosse Public Library Furniture Contract 03 - Systems Furnishings project.

25-0670 Report of Bids and Resolution awarding contract to Library Furniture International LLC in the amount of $75,539.00 for the La Crosse Public Library Furniture Contract 04 - Custom Furnishings project.

25-0671 Report of Bids and Resolution awarding contract to Henricksen & Company, Inc. in the amount of $93,845.71 for the La Crosse Public Library Furniture Contract 05 - Bookstacks project.

ITEM WITH NO RECOMMENDATION

25-0707 Resolution appropriating funds related to the incorporation petition of the Town of Campbell.
(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(g) to confer with legal counsel. Following such closed session, the Committees and/or Council may reconvene in open session.)

Vote of 7-0 out of Finance & Personnel Committee to move to Council with no recommendation.

ITEMS RECOMMENDED TO BE ADOPTED

25-0466 Resolution approving Preliminary Plat of Chambers-Markle Farmstead Subdivision to the City of La Crosse, La Crosse County, Wisconsin.

Vote of 6-1 out of the Judiciary & Administration Committee.

25-0741 Resolution approving Final Plat of Chambers-Markle Farmstead Subdivision to the City of La Crosse, La Crosse County, Wisconsin.

Vote of 6-1 out of the Judiciary & Administration Committee.

25-0723 Resolution approving allocation of funds for contracted security related to public spaces.

Vote of 4-2 out of the Finance & Personnel Committee.

25-0621 Resolution reallocating funds from the Airport Operating Budget to design the Terminal Emergency Generator Replacement project.

2/3 Vote required of the Council; Change to Capital Budget.

25-0622 Resolution reallocating funds from the Airport Operating Budget to complete final design of the Terminal South Parking Lot Rehabilitation project.

2/3 Vote required of the Council; Change to Capital Budget.

25-0684 Resolution authorizing the purchase and transfer of two vehicles from the Police Department to the Parks Department.

2/3 Vote required of the Council; Change to Capital Budget.

25-0685 Resolution approving allocation of funds related to roof repairs at the La Crosse Center.

2/3 Vote required of the Council; Change to Capital Budget.

25-0686 Resolution to appropriate funding to design Airport Storm Drainage Improvements.

2/3 Vote required of the Council; Change to Capital Budget.

25-0716 Resolution allocating unused Water Utility funds for the reconstruction of 31st Place from Green Bay St to Farnam St.

2/3 Vote required of the Council; Change to Capital Budget.

25-0717 Resolution to appropriate funds to replace the Airport Road monument sign.

2/3 Vote required of the Council; Change to Capital Budget.

ITEM RECOMMENDED TO BE RE-REFERRED

25-0682 Resolution approving the Pathways Held Leases program and authorizing staff to sign leases.

Vote of 4-2 out of the Finance & Personnel Committee to refer 30 days to the August 2025 meetings.

ITEM FOR CLOSED SESSION

25-0712 Resolution approving agreements with Town of Medary concerning fire protection and building and inspection services. *(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(e) to formulate & update negotiation strategies and parameters. Following such closed session, the Committees and/or Council may reconvene in open session.)*

Vote of 6-0 to adopt out of the Finance & Personnel Committee

CONSENT AGENDA

The following consent agenda will be approved with a single voice vote, based on the recommended actions, unless an item is removed at the request of the Mayor or a Council Member.

ITEMS RECOMMENDED TO BE ADOPTED

25-0657 AN ORDINANCE to amend Subsection 115-110 of the Code of Ordinances of the City of La Crosse by transferring certain property from the Local Business District to the Public and Semi-Public District, allowing for a Vibrant Space (pocket park area) and parking lot at 1210, 1214, and 1216 Caledonia St.

25-0661 AN ORDINANCE to amend Subsection 115-110 of the Code of Ordinances of the City of La Crosse by transferring certain property from the Traditional Neighborhood District - Specific to the to the Traditional Neighborhood District - Specific, allowing for a primary care clinic at 406 Jackson St.

25-0666 AN AMENDED ORDINANCE to amend Subsection 115-110 of the Code of Ordinances of the City of La Crosse by transferring certain property from the Traditional Neighborhood District - Specific to the to the Traditional Neighborhood District - Specific, allowing for a bakery and cafe at 1513 Market St.

25-0623 Resolution authorizing submittal of Passenger Facility Charge (PFC) Application 12 to the U.S. Department of Transportation.

25-0656 Resolution granting various license applications pursuant to Chapters 4, 6, and/or 10 of the La Crosse Municipal Code for the license period 2025-2026 (July).

25-0663 Resolution authorizing the 2025-2029 Consolidated Plan & 2025 Action Plan.

25-0667 Resolution designating concessionaire for alcohol sales at the La Crosse Regional Airport.

25-0683 Resolution approving the reorganization of the table of positions and classifications for the Street department.

25-0697 Resolution approving the City-Sponsored Bicycle-Sharing Program Operating Agreement between the City of La Crosse and Drift Share, Inc.

25-0720 Resolution authorizing contract renewal for the State of Wisconsin Hazardous Materials Response System Services contract with City of La Crosse for 2025-2027.

25-0721 Resolution approving development agreements for Phases 1, 2, & 3 with The Chalmers, LLC, a multi-family housing development located at 215 Pine Street and 401 3rd Street North, location of the former La Crosse Tribune building. *(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.)*

25-0748 Resolution authorizing the issuance of not to exceed $13,390,000 aggregate principal amount of General Obligation Promissory Notes, Series 2025-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.

ITEMS RECOMMENDED TO BE RE-REFERRED

25-0673 Resolution approving a Maintenance Agreement for the Wagon Wheel Trail and Bridge between the City of La Crosse and the Wisconsin Department of Transportation. (WisDOT).

Recommended to be referred 30 days to the August 2025 meetings.

Adjournment

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.

Any invocation that may be offered at the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council will not endorse the religious beliefs or views of this, or any other speaker.

Council Members:
Tamra Dickinson, Erin Goggin, Barb Janssen, Larry Sleznikow, Olivia Stine, Christine Kahlow, Gary Padesky, Mackenzie Mindel, Aron Newberry, Jennifer Trost, Crystal Bedford, Lisa Weston, Rosanne Northwood

City of La Crosse, Wisconsin

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Text File

File Number: 25-0764

Agenda Date: 7/10/2025 **Version:** 1 **Status:** Agenda Ready

In Control: Common Council **File Type:** Report

Agenda Number:

Income Statement
General Fund Income Statement
For the Month of May 2025

Period: 5 to 5

	2025
Revenue	$2,109,685.66
1000410 - CLERK - GEN ADMIN	$122,668.62
450000 - ALCOHOL LICENSE	$36,595.96
450005 - OTHR LICENSE/PERM/RELATED FEE	$85,972.66
450035 - PET & ANIMAL LICENSE	$100.00
454000 - MISCELLANEOUS REVENUE	$0.00
1002010 - POLICE - GEN ADMIN	$4,338.45
420300 - GRANT AWARDS - LOCAL	$0.00
421000 - FEDERAL CONTRIBUTIONS	$696.30
431015 - PD REPORT COPIES	$403.48
431020 - SALE OF ABANDONED VEHICLES	$0.00
450045 - ALARM PERMITS & FEES	$0.00
454000 - MISCELLANEOUS REVENUE	$3,238.67
1002110 - FIRE - GEN ADMIN	$8,455.00
430000 - FD SERVICES & TRAINING CHARGES	$0.00
450005 - OTHR LICENSE/PERM/RELATED FEE	$6,445.00
450010 - ELECTRICAL PERMITS	$0.00
450020 - BUILDING & RELATED PERMITS	$0.00
450025 - HEATING & PLUMBING PERMITS	$0.00
450045 - ALARM PERMITS & FEES	$850.00
450065 - REGISTRATION FEES	$0.00
450070 - MISCELLANEOUS FINES & FEES	$0.00
454000 - MISCELLANEOUS REVENUE	$1,160.00
1003010 - PLANNING/DEVELOPMENT-GEN ADMIN	$2,400.00
450005 - OTHR LICENSE/PERM/RELATED FEE	$0.00
454000 - MISCELLANEOUS REVENUE	$2,400.00
1003015 - PLANNING/BUILDING & INSPECTION	$107,051.47
450005 - OTHR LICENSE/PERM/RELATED FEE	$2,097.00
450010 - ELECTRICAL PERMITS	$30,798.46
450020 - BUILDING & RELATED PERMITS	$36,468.98
450025 - HEATING & PLUMBING PERMITS	$37,252.03
450065 - REGISTRATION FEES	$20.00
450070 - MISCELLANEOUS FINES & FEES	$415.00
1003310 - ENGINEERING - GEN ADMIN	$23,697.08
450005 - OTHR LICENSE/PERM/RELATED FEE	$1,574.00
454000 - MISCELLANEOUS REVENUE	$2,530.00

Income Statement
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For the Month of May 2025

454005 - INTERFUND CHARGES FOR SERVICES	$19,593.08
1003410 - HIGHWAY - GEN ADMIN	$6,900.77
454000 - MISCELLANEOUS REVENUE	$2,886.95
454001 - DAMAGE TO CITY PROPERTY	$2,689.09
454005 - INTERFUND CHARGES FOR SERVICES	$0.00
491003 - SALE OF PROPERTY/EQUIP	$1,324.73
1003415 - HIGHWAY - STREET MAINTENANCE	$0.00
454000 - MISCELLANEOUS REVENUE	$0.00
1003430 - HIGHWAY - SERVICE CHRGES/PARTS	$36,242.05
454005 - INTERFUND CHARGES FOR SERVICES	$36,242.05
1004010 - LIBRARY - GEN ADMIN	$3,345.36
441030 - SERVICE FEES	$217.88
450065 - REGISTRATION FEES	$972.28
450070 - MISCELLANEOUS FINES & FEES	$0.00
452015 - OTHER SERVICE CHARGES	$217.90
454001 - DAMAGE TO CITY PROPERTY	$1,937.30
454006 - REBATE	$0.00
491003 - SALE OF PROPERTY/EQUIP	$0.00
1004110 - LAX CENTER - GEN ADMIN	$0.00
405005 - ROOM TAX	$0.00
440015 - FACILITY RENTAL FEES	$0.00
441000 - LIQUOR FUND	$0.00
441030 - SERVICE FEES	$0.00
454000 - MISCELLANEOUS REVENUE	$0.00
454003 - ADVERTISING	$0.00
454004 - ATM COMMISSION/FEE REVENUE	$0.00
454006 - REBATE	$0.00
491003 - SALE OF PROPERTY/EQUIP	$0.00
1004210 - PARKS/REC - GEN ADMIN	$7,477.07
454000 - MISCELLANEOUS REVENUE	$0.00
457100 - RENT/LEASE INCOME	$7,477.07
1004215 - PARKS/REC - PARKS	$6,297.60
440015 - FACILITY RENTAL FEES	$6,297.60
1004220 - PARKS/REC - RECREATION	$15,621.06
440000 - ADULT RECREATION FEES	$1,375.08
440005 - YOUTH RECREATION FEES	$5,809.92
450065 - REGISTRATION FEES	$8,436.06
1004225 - PARKS/REC - FACILITIES	$2,467.61

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For the Month of May 2025

440015 - FACILITY RENTAL FEES	$2,467.61
1004235 - PARKS/REC - AQUATICS	$8,934.18
440010 - POOL ADMISSION FEES	$8,934.18
1009905 - TRANSFERS	$51,377.26
492000 - TRANSFERS IN	$51,377.26
1009910 - NON-DEPT - GEN ADMIN	$1,702,412.08
405001 - PROPERTY TAX	$0.00
405005 - ROOM TAX	$78,945.89
405010 - MOBILE HOME TAX	$3,390.41
405015 - PMTS IN LIEU OF TAXES (PILOT)	$143.90
405035 - INTEREST/PENALTY DELINQ TAXES	$31,554.12
405045 - SALES TAX DISCOUNT	$171.27
415025 - STATE AID PERSONAL PROPERTY	$1,395,487.75
420206 - OTHER STATE GRANTS	$180,632.50
441030 - SERVICE FEES	$0.00
450070 - MISCELLANEOUS FINES & FEES	$123.00
453000 - INTEREST EARNINGS	$3,337.70
453004 - REALIZED GAIN/LOSS	$77,672.26
453005 - UNREALIZED GAIN/LOSS	($287,299.56)
453010 - INVESTMENT EARNINGS	$118,230.23
454000 - MISCELLANEOUS REVENUE	$3,211.11
454005 - INTERFUND CHARGES FOR SERVICES	$83,472.26
454006 - REBATE	$0.00
456000 - CASH OVER/SHORT	($32.93)
457100 - RENT/LEASE INCOME	$6,273.42
491002 - SALE OF LAND	$0.00
491003 - SALE OF PROPERTY/EQUIP	$7,098.75
Expense	$6,375,701.91
1000210 - FINANCE - GEN ADMIN	$73,249.91
510000 - SALARIES AND WAGES	$50,438.90
510006 - OVERTIME PAY	$573.74
510030 - CELL PHONE REIMBURSEMENT	$35.00
511005 - HEALTH INSURANCE	$8,776.42
511015 - LIFE INSURANCE	$95.00
511020 - SOCIAL SECURITY AND MEDICARE	$3,798.17
511025 - RETIREMENT BENEFITS	$3,545.38
520015 - BANK FEES	$0.00
520110 - OTHER CONTRACTED SVCS	$3,584.16

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For the Month of May 2025

521006 - TRAINING/CONF. REGISTRATION	$270.39
521101 - TELEPHONE	$47.25
532000 - OFFICE SUPPLIES	$889.35
532060 - POSTAGE	$256.61
532065 - PRINTING SERVICES	$334.73
532075 - MEMBERSHIPS & SUBSCRIPTIONS	$60.00
550000 - MISCELLANEOUS	$0.00
563000 - LEASE PRINCIPAL	$486.06
563100 - LEASE INTEREST	$58.75
1000215 - FINANCE -ACCOUNTING/PAYROLL	$62,851.74
510000 - SALARIES AND WAGES	$47,230.86
510006 - OVERTIME PAY	$0.00
511005 - HEALTH INSURANCE	$8,776.42
511015 - LIFE INSURANCE	$69.69
511020 - SOCIAL SECURITY AND MEDICARE	$3,492.23
511025 - RETIREMENT BENEFITS	$3,282.54
532070 - BOOKS & PUBLICATIONS	$0.00
1000225 - FINANCE - TREASURY/CUST SVC	$43,232.23
510000 - SALARIES AND WAGES	$19,277.70
511005 - HEALTH INSURANCE	$4,388.17
511020 - SOCIAL SECURITY AND MEDICARE	$1,427.59
511025 - RETIREMENT BENEFITS	$1,339.80
520110 - OTHER CONTRACTED SVCS	$16,257.60
532000 - OFFICE SUPPLIES	$535.94
532060 - POSTAGE	$5.43
532065 - PRINTING SERVICES	$0.00
1000230 - FINANCE -MAIL SRVC/PRINTING	$5,160.02
510000 - SALARIES AND WAGES	$2,598.96
510006 - OVERTIME PAY	$0.00
511005 - HEALTH INSURANCE	$2,194.25
511020 - SOCIAL SECURITY AND MEDICARE	$186.17
511025 - RETIREMENT BENEFITS	$180.64
1000310 - LEGAL - GEN ADMIN	$91,799.69
510000 - SALARIES AND WAGES	$69,909.60
511005 - HEALTH INSURANCE	$8,776.42
511015 - LIFE INSURANCE	$112.73
511020 - SOCIAL SECURITY AND MEDICARE	$5,188.68
511025 - RETIREMENT BENEFITS	$4,858.74

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For the Month of May 2025

521005 - TRAVEL - OTHER	$0.00
521006 - TRAINING/CONF. REGISTRATION	$0.00
521101 - TELEPHONE	$238.38
532000 - OFFICE SUPPLIES	$609.85
532060 - POSTAGE	$16.42
532065 - PRINTING SERVICES	$0.00
532070 - BOOKS & PUBLICATIONS	$278.30
532075 - MEMBERSHIPS & SUBSCRIPTIONS	$1,810.57
550000 - MISCELLANEOUS	$0.00
1000410 - CLERK - GEN ADMIN	$45,435.42
510000 - SALARIES AND WAGES	$29,653.50
510030 - CELL PHONE REIMBURSEMENT	$35.00
511005 - HEALTH INSURANCE	$7,313.67
511015 - LIFE INSURANCE	$48.12
511020 - SOCIAL SECURITY AND MEDICARE	$2,165.52
511025 - RETIREMENT BENEFITS	$2,060.92
521006 - TRAINING/CONF. REGISTRATION	$50.00
521101 - TELEPHONE	$4.23
532000 - OFFICE SUPPLIES	$245.47
532060 - POSTAGE	$394.50
532065 - PRINTING SERVICES	$1.93
532070 - BOOKS & PUBLICATIONS	$3,188.78
550000 - MISCELLANEOUS	$273.78
1000415 - CLERK - ELECTIONS	$3,237.71
510005 - LIMITED TERM EE SALARIES	$455.25
511020 - SOCIAL SECURITY AND MEDICARE	$34.84
511025 - RETIREMENT BENEFITS	$0.00
521101 - TELEPHONE	$0.00
532060 - POSTAGE	$53.44
532065 - PRINTING SERVICES	$2,576.65
532070 - BOOKS & PUBLICATIONS	$117.53
540100 - R&M - EQUIP/MACH	$0.00
550000 - MISCELLANEOUS	$0.00
1000510 - COUNCIL - GEN ADMIN	$13,774.73
510000 - SALARIES AND WAGES	$8,740.00
511015 - LIFE INSURANCE	$0.11
511020 - SOCIAL SECURITY AND MEDICARE	$942.95
511025 - RETIREMENT BENEFITS	$9.74

Income Statement
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For the Month of May 2025

511050 - OTHER BENEFITS	$3,600.00
521006 - TRAINING/CONF. REGISTRATION	$475.00
532065 - PRINTING SERVICES	$6.93
550000 - MISCELLANEOUS	$0.00
1000610 - MAYOR - GEN ADMIN	$36,450.39
510000 - SALARIES AND WAGES	$27,306.67
510030 - CELL PHONE REIMBURSEMENT	$0.00
511005 - HEALTH INSURANCE	$4,388.17
511015 - LIFE INSURANCE	$62.44
511020 - SOCIAL SECURITY AND MEDICARE	$2,085.01
511025 - RETIREMENT BENEFITS	$1,876.30
511075 - CAR ALLOWANCE	$250.00
521005 - TRAVEL - OTHER	$0.00
521006 - TRAINING/CONF. REGISTRATION	$95.00
521101 - TELEPHONE	$204.14
532000 - OFFICE SUPPLIES	$43.26
532010 - OPERATING SUPPLIES	$97.82
532060 - POSTAGE	$4.18
532065 - PRINTING SERVICES	$37.40
550000 - MISCELLANEOUS	$0.00
1000710 - MUNI COURT - GEN ADMIN	$27,646.60
510000 - SALARIES AND WAGES	$21,376.87
511005 - HEALTH INSURANCE	$2,925.50
511015 - LIFE INSURANCE	$13.77
511020 - SOCIAL SECURITY AND MEDICARE	$1,531.89
511025 - RETIREMENT BENEFITS	$1,485.70
521101 - TELEPHONE	$4.60
532000 - OFFICE SUPPLIES	$70.24
532060 - POSTAGE	$238.03
1000810 - IT - GEN ADMIN	$206,549.79
510000 - SALARIES AND WAGES	$89,460.00
510005 - LIMITED TERM EE SALARIES	$5,006.50
510030 - CELL PHONE REIMBURSEMENT	$140.00
511005 - HEALTH INSURANCE	$14,627.42
511015 - LIFE INSURANCE	$65.18
511020 - SOCIAL SECURITY AND MEDICARE	$7,005.53
511025 - RETIREMENT BENEFITS	$6,565.39
520140 - ADMINISTRATIVE SVCS	$79,416.50

Income Statement
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For the Month of May 2025

521006 - TRAINING/CONF. REGISTRATION	$0.00
521101 - TELEPHONE	$1,411.80
521103 - WATER	$2,543.55
532000 - OFFICE SUPPLIES	$210.13
532055 - GASOLINE FUEL	$0.00
532060 - POSTAGE	$0.00
532065 - PRINTING SERVICES	$1.34
540500 - R&M - OTHER	$87.48
550000 - MISCELLANEOUS	$0.00
550250 - AP PMT BY CREDIT CARD FEE	$8.95
580400 - VEHICLES	$0.02
1000910 - HUMAN RESOURCES - GEN ADMIN	$61,711.83
510000 - SALARIES AND WAGES	$41,843.30
510005 - LIMITED TERM EE SALARIES	$0.00
510030 - CELL PHONE REIMBURSEMENT	$0.00
511005 - HEALTH INSURANCE	$8,410.75
511015 - LIFE INSURANCE	$61.01
511020 - SOCIAL SECURITY AND MEDICARE	$3,149.48
511025 - RETIREMENT BENEFITS	$2,908.11
511045 - PROFESSIONAL EDU REIMBURSEMENT	$0.00
520025 - OUTSIDE LEGAL SVCS	$4,438.50
520055 - RECRUITMENT FEES & SVCS	$87.00
521001 - TRAVEL - LODGING	$0.00
521002 - TRAVEL - TRNSPTN	$0.00
521004 - TRAVEL - MILEAGE	$315.70
521005 - TRAVEL - OTHER	$0.00
521006 - TRAINING/CONF. REGISTRATION	$0.00
521101 - TELEPHONE	$55.71
532000 - OFFICE SUPPLIES	$84.49
532010 - OPERATING SUPPLIES	$116.40
532060 - POSTAGE	$10.54
532065 - PRINTING SERVICES	$230.84
550000 - MISCELLANEOUS	$0.00
1002010 - POLICE - GEN ADMIN	$1,430,661.61
510000 - SALARIES AND WAGES	$953,561.16
510001 - SEVERANCE PAY	$0.00
510006 - OVERTIME PAY	$46,808.51
510030 - CELL PHONE REIMBURSEMENT	$1,232.75

Income Statement
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For the Month of May 2025

511005 - HEALTH INSURANCE	$151,539.92
511015 - LIFE INSURANCE	$645.36
511020 - SOCIAL SECURITY AND MEDICARE	$73,457.42
511025 - RETIREMENT BENEFITS	$143,744.77
511040 - UNIFORM AND OTHER ALLOWANCES	$230.83
511055 - MEDICAL EVALUATIONS	$0.00
520005 - PROFESSIONAL FEES	$782.38
520055 - RECRUITMENT FEES & SVCS	$0.00
520100 - CONTRACT SVCS - CLEANING	$0.00
520110 - OTHER CONTRACTED SVCS	$30,014.18
521001 - TRAVEL - LODGING	$270.10
521002 - TRAVEL - TRNSPTN	$10.00
521003 - TRAVEL - MEALS	$72.32
521005 - TRAVEL - OTHER	$0.00
521006 - TRAINING/CONF. REGISTRATION	$2,320.00
521101 - TELEPHONE	$2,807.76
521102 - ELECTRICITY	$217.25
521104 - NATURAL GAS	$101.55
532000 - OFFICE SUPPLIES	$564.56
532005 - PROGRAM SUPPLIES	$652.32
532055 - GASOLINE FUEL	$48.27
532056 - DIESEL FUEL	$0.00
532060 - POSTAGE	$813.56
532065 - PRINTING SERVICES	$217.48
532075 - MEMBERSHIPS & SUBSCRIPTIONS	$0.00
532085 - FIRST AID & SAFETY SUPPLIES	$3,241.77
533005 - VEHICLE EQUIPMENT	$0.00
540100 - R&M - EQUIP/MACH	$3,995.00
540150 - R&M - COMMUNICATION	$541.58
540250 - R&M - VEHICLE	$10,175.96
540500 - R&M - OTHER	$69.38
550000 - MISCELLANEOUS	$2,488.93
550250 - AP PMT BY CREDIT CARD FEE	$36.54
1002015 - POLICE - FIELD SERVICES	$0.00
510000 - SALARIES AND WAGES	$0.00
510001 - SEVERANCE PAY	$0.00
510006 - OVERTIME PAY	$0.00
510030 - CELL PHONE REIMBURSEMENT	$0.00

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General Fund Income Statement
For the Month of May 2025

511005 - HEALTH INSURANCE	$0.00
511020 - SOCIAL SECURITY AND MEDICARE	$0.00
511025 - RETIREMENT BENEFITS	$0.00
511040 - UNIFORM AND OTHER ALLOWANCES	$0.00
1002020 - POLICE -INVESTIGATIVE SERVICES	$0.00
510000 - SALARIES AND WAGES	$0.00
510006 - OVERTIME PAY	$0.00
510030 - CELL PHONE REIMBURSEMENT	$0.00
511005 - HEALTH INSURANCE	$0.00
511020 - SOCIAL SECURITY AND MEDICARE	$0.00
511025 - RETIREMENT BENEFITS	$0.00
1002025 - POLICE -PROFESSIONAL STANDARDS	$0.00
510000 - SALARIES AND WAGES	$0.00
510006 - OVERTIME PAY	$0.00
510030 - CELL PHONE REIMBURSEMENT	$0.00
511005 - HEALTH INSURANCE	$0.00
511020 - SOCIAL SECURITY AND MEDICARE	$0.00
511025 - RETIREMENT BENEFITS	$0.00
1002110 - FIRE - GEN ADMIN	$488,312.31
510000 - SALARIES AND WAGES	$349,807.44
510006 - OVERTIME PAY	$26,951.58
511005 - HEALTH INSURANCE	$10,239.25
511015 - LIFE INSURANCE	$421.06
511020 - SOCIAL SECURITY AND MEDICARE	$6,017.23
511025 - RETIREMENT BENEFITS	$79,067.45
511030 - ER CONTRIBUTION ICMA	$5,087.91
511040 - UNIFORM AND OTHER ALLOWANCES	$0.00
511075 - CAR ALLOWANCE	$32.90
521101 - TELEPHONE	$1,826.43
521102 - ELECTRICITY	$5,462.96
521103 - WATER	$525.93
521104 - NATURAL GAS	$185.60
521105 - SEWER	$284.85
521106 - STORM WATER	$308.69
531100 - EMPLOYEE HEALTH & SAFETY	$0.00
532000 - OFFICE SUPPLIES	$470.53
532005 - PROGRAM SUPPLIES	$89.02
532060 - POSTAGE	$53.89

Income Statement
General Fund Income Statement
For the Month of May 2025

532065 - PRINTING SERVICES	$186.57
533015 - COMPUTER SOFTWARE UNDR $10,000	$757.69
540150 - R&M - COMMUNICATION	$535.33
550250 - AP PMT BY CREDIT CARD FEE	$0.00
1002115 - FIRE - COMMUNITY RISK MGMT	$33,001.70
510000 - SALARIES AND WAGES	$8,073.60
510005 - LIMITED TERM EE SALARIES	$2,105.00
510006 - OVERTIME PAY	$0.00
510030 - CELL PHONE REIMBURSEMENT	$0.00
511005 - HEALTH INSURANCE	$21,502.25
511015 - LIFE INSURANCE	$0.00
511020 - SOCIAL SECURITY AND MEDICARE	$759.73
511025 - RETIREMENT BENEFITS	$561.12
520110 - OTHER CONTRACTED SVCS	$0.00
521001 - TRAVEL - LODGING	$0.00
521003 - TRAVEL - MEALS	$0.00
521006 - TRAINING/CONF. REGISTRATION	$0.00
521101 - TELEPHONE	$0.00
532000 - OFFICE SUPPLIES	$0.00
532005 - PROGRAM SUPPLIES	$0.00
532010 - OPERATING SUPPLIES	$0.00
532055 - GASOLINE FUEL	$0.00
532060 - POSTAGE	$0.00
532065 - PRINTING SERVICES	$0.00
532075 - MEMBERSHIPS & SUBSCRIPTIONS	$0.00
540250 - R&M - VEHICLE	$0.00
1002120 - FIRE - TRAINING & PROF STNDS	$760.65
521001 - TRAVEL - LODGING	$98.00
521002 - TRAVEL - TRNSPTN	$0.00
521003 - TRAVEL - MEALS	$94.40
521004 - TRAVEL - MILEAGE	$0.00
521005 - TRAVEL - OTHER	$27.00
521006 - TRAINING/CONF. REGISTRATION	$475.00
532070 - BOOKS & PUBLICATIONS	$94.01
542000 - PROGRAM EXPENSES	($27.76)
1002125 - FIRE - FIRE & RESCUE OPS	$930,049.70
510000 - SALARIES AND WAGES	$564,031.95
510001 - SEVERANCE PAY	$29,711.99

Income Statement
General Fund Income Statement
For the Month of May 2025

510006 - OVERTIME PAY	$48,725.59
510030 - CELL PHONE REIMBURSEMENT	$35.00
511005 - HEALTH INSURANCE	$130,183.92
511015 - LIFE INSURANCE	$326.79
511020 - SOCIAL SECURITY AND MEDICARE	$10,051.05
511025 - RETIREMENT BENEFITS	$143,263.95
511040 - UNIFORM AND OTHER ALLOWANCES	$0.00
521006 - TRAINING/CONF. REGISTRATION	$0.00
532000 - OFFICE SUPPLIES	$0.00
532005 - PROGRAM SUPPLIES	$0.00
532080 - CLEANING/JANITORIAL SUPPLIES	$0.00
532095 - CLOTHING/UNIFORM	$0.00
532096 - PROTECTIVE CLOTHING	$2,870.02
533000 - OPERATING EQUIPMENT	$743.43
533010 - COMPUTER EQUIP UNDER $10,000	$15.99
533015 - COMPUTER SOFTWARE UNDR $10,000	$90.02
533020 - COMMUNCATION EQPT UNDR $10,000	$0.00
533030 - MJR TOOLS & EQ UNDER $10,000	$0.00
550000 - MISCELLANEOUS	$0.00
1002130 - FIRE - FLEET & FACILITIES	$12,470.59
521101 - TELEPHONE	$0.00
521102 - ELECTRICITY	$0.00
521103 - WATER	$0.00
521104 - NATURAL GAS	$0.00
521105 - SEWER	$0.00
521106 - STORM WATER	$0.00
532055 - GASOLINE FUEL	$373.88
532056 - DIESEL FUEL	$0.00
540000 - R&M - BUILDINGS	$2,677.22
540100 - R&M - EQUIP/MACH	$9,409.72
550000 - MISCELLANEOUS	$0.00
550250 - AP PMT BY CREDIT CARD FEE	$9.77
1003010 - PLANNING/DEVELOPMENT-GEN ADMIN	$125,277.23
510000 - SALARIES AND WAGES	$94,710.67
510005 - LIMITED TERM EE SALARIES	$648.00
510030 - CELL PHONE REIMBURSEMENT	$35.00
511005 - HEALTH INSURANCE	$16,090.17
511015 - LIFE INSURANCE	$67.37

Income Statement
General Fund Income Statement
For the Month of May 2025

511020 - SOCIAL SECURITY AND MEDICARE	$6,930.70
511025 - RETIREMENT BENEFITS	$5,791.54
520110 - OTHER CONTRACTED SVCS	$110.28
521005 - TRAVEL - OTHER	$10.00
521006 - TRAINING/CONF. REGISTRATION	$75.00
521101 - TELEPHONE	$17.61
532000 - OFFICE SUPPLIES	$193.30
532060 - POSTAGE	$0.00
532065 - PRINTING SERVICES	$22.59
532075 - MEMBERSHIPS & SUBSCRIPTIONS	$575.00
580500 - OFFICE EQUIPMENT $10,000+	$0.00
1003015 - PLANNING/BUILDING & INSPECTION	$81,135.18
510000 - SALARIES AND WAGES	$68,855.54
511015 - LIFE INSURANCE	$73.87
511020 - SOCIAL SECURITY AND MEDICARE	$5,109.21
511025 - RETIREMENT BENEFITS	$4,785.46
520055 - RECRUITMENT FEES & SVCS	$47.00
521006 - TRAINING/CONF. REGISTRATION	$260.00
521101 - TELEPHONE	$613.45
532000 - OFFICE SUPPLIES	$483.17
532005 - PROGRAM SUPPLIES	$172.31
532060 - POSTAGE	$184.14
532070 - BOOKS & PUBLICATIONS	$145.88
532075 - MEMBERSHIPS & SUBSCRIPTIONS	$71.70
532095 - CLOTHING/UNIFORM	$332.74
550250 - AP PMT BY CREDIT CARD FEE	$0.71
1003045 - PLANNING/DEVELOPMENT-ASSESSMEN	$57,754.35
510000 - SALARIES AND WAGES	$42,913.10
511005 - HEALTH INSURANCE	$7,313.67
511015 - LIFE INSURANCE	$61.06
511020 - SOCIAL SECURITY AND MEDICARE	$3,104.64
511025 - RETIREMENT BENEFITS	$2,982.48
520055 - RECRUITMENT FEES & SVCS	$0.00
520110 - OTHER CONTRACTED SVCS	$0.00
521005 - TRAVEL - OTHER	$240.10
521006 - TRAINING/CONF. REGISTRATION	$0.00
521101 - TELEPHONE	$7.12
532060 - POSTAGE	$13.98

Income Statement
General Fund Income Statement
For the Month of May 2025

532070 - BOOKS & PUBLICATIONS	$688.20
532075 - MEMBERSHIPS & SUBSCRIPTIONS	$430.00
1003310 - ENGINEERING - GEN ADMIN	$206,851.02
510000 - SALARIES AND WAGES	$149,230.83
510005 - LIMITED TERM EE SALARIES	$2,730.00
510006 - OVERTIME PAY	$2,504.86
510030 - CELL PHONE REIMBURSEMENT	$70.00
511005 - HEALTH INSURANCE	$24,354.58
511015 - LIFE INSURANCE	$177.84
511020 - SOCIAL SECURITY AND MEDICARE	$11,517.79
511025 - RETIREMENT BENEFITS	$10,539.84
520006 - REGULATORY PERMIT/FEES	$0.00
520055 - RECRUITMENT FEES & SVCS	$42.00
520110 - OTHER CONTRACTED SVCS	$0.00
521006 - TRAINING/CONF. REGISTRATION	$1,295.00
521101 - TELEPHONE	$794.67
532000 - OFFICE SUPPLIES	$357.02
532010 - OPERATING SUPPLIES	$2,134.19
532055 - GASOLINE FUEL	$0.00
532060 - POSTAGE	$72.09
532065 - PRINTING SERVICES	$0.00
532075 - MEMBERSHIPS & SUBSCRIPTIONS	$878.77
533010 - COMPUTER EQUIP UNDER $10,000	$0.00
540250 - R&M - VEHICLE	$151.54
1003410 - HIGHWAY - GEN ADMIN	$340,306.41
510000 - SALARIES AND WAGES	$227,776.99
510001 - SEVERANCE PAY	$11,490.01
510005 - LIMITED TERM EE SALARIES	$1,683.00
510006 - OVERTIME PAY	$4,557.73
510030 - CELL PHONE REIMBURSEMENT	$0.00
511005 - HEALTH INSURANCE	$59,972.33
511015 - LIFE INSURANCE	$521.07
511020 - SOCIAL SECURITY AND MEDICARE	$18,067.32
511025 - RETIREMENT BENEFITS	$16,237.96
532000 - OFFICE SUPPLIES	$0.00
1003415 - HIGHWAY - STREET MAINTENANCE	$241,857.35
520055 - RECRUITMENT FEES & SVCS	$269.00
520110 - OTHER CONTRACTED SVCS	$11,185.43

Income Statement
General Fund Income Statement
For the Month of May 2025

521005 - TRAVEL - OTHER	$0.00
521006 - TRAINING/CONF. REGISTRATION	$0.00
521101 - TELEPHONE	$824.40
521102 - ELECTRICITY	$5,845.39
521104 - NATURAL GAS	$3,351.69
532000 - OFFICE SUPPLIES	$373.07
532010 - OPERATING SUPPLIES	$4,988.14
532015 - SALT	$10,106.32
532016 - ASPHALT	$54,436.41
532017 - CEMENT	$13,811.32
532020 - PAINT	$2,901.78
532025 - SIGNS	$27,053.36
532030 - SIGNALS	$30,821.62
532040 - WHITEWAYS	$18,787.00
532055 - GASOLINE FUEL	$0.00
532056 - DIESEL FUEL	$93.28
532060 - POSTAGE	$22.89
532065 - PRINTING SERVICES	$1.43
532075 - MEMBERSHIPS & SUBSCRIPTIONS	$219.69
532085 - FIRST AID & SAFETY SUPPLIES	$224.27
533035 - SMLL/MINR TOOLS UNDER $1,000	$348.49
540000 - R&M - BUILDINGS	$8,388.95
540100 - R&M - EQUIP/MACH	$19,503.82
540150 - R&M - COMMUNICATION	$284.88
540250 - R&M - VEHICLE	$18,535.42
550250 - AP PMT BY CREDIT CARD FEE	$29.30
555888 - WORKORDER PENDING CHARGEOUT	$9,450.00
1003420 - HIGHWAY - REFUSE & RECYCLING	$221,018.62
510000 - SALARIES AND WAGES	$24,652.98
510005 - LIMITED TERM EE SALARIES	$3,068.50
511005 - HEALTH INSURANCE	$2,925.50
511015 - LIFE INSURANCE	$27.57
511020 - SOCIAL SECURITY AND MEDICARE	$1,976.76
511025 - RETIREMENT BENEFITS	$1,713.41
520110 - OTHER CONTRACTED SVCS	$0.00
521120 - RECYCLING SERVICES	$49,936.52
521121 - YARD WASTE	$601.64
521122 - HOUSEHOLD HAZARDOUS WASTE	$0.00

Income Statement
General Fund Income Statement
For the Month of May 2025

521130 - GARBAGE SERVICES	$129,966.55
532000 - OFFICE SUPPLIES	$206.90
532010 - OPERATING SUPPLIES	$163.67
532055 - GASOLINE FUEL	$0.00
532060 - POSTAGE	$533.57
532065 - PRINTING SERVICES	$0.00
540100 - R&M - EQUIP/MACH	$5,245.05
1003430 - HIGHWAY - SERVICE CHRGES/PARTS	$19,662.92
555888 - WORKORDER PENDING CHARGEOUT	$19,662.92
1004010 - LIBRARY - GEN ADMIN	$533,132.99
510000 - SALARIES AND WAGES	$356,396.72
510001 - SEVERANCE PAY	$20,456.41
510006 - OVERTIME PAY	$0.00
510030 - CELL PHONE REIMBURSEMENT	$145.00
511005 - HEALTH INSURANCE	$58,509.75
511015 - LIFE INSURANCE	$239.12
511020 - SOCIAL SECURITY AND MEDICARE	$28,069.34
511025 - RETIREMENT BENEFITS	$22,977.19
520065 - SOFTWARE VENDOR SVCS	$0.00
520110 - OTHER CONTRACTED SVCS	$16,903.66
521005 - TRAVEL - OTHER	$1,401.45
521006 - TRAINING/CONF. REGISTRATION	$0.00
521101 - TELEPHONE	$1,832.10
521102 - ELECTRICITY	$10,959.80
521104 - NATURAL GAS	$4,376.34
532000 - OFFICE SUPPLIES	$2,588.35
532055 - GASOLINE FUEL	$62.06
532060 - POSTAGE	$0.00
532075 - MEMBERSHIPS & SUBSCRIPTIONS	$0.00
533010 - COMPUTER EQUIP UNDER $10,000	$3,592.12
533015 - COMPUTER SOFTWARE UNDR $10,000	$0.00
540000 - R&M - BUILDINGS	$4,621.63
540050 - R&M - GROUNDS	$0.00
550250 - AP PMT BY CREDIT CARD FEE	$1.95
1004015 - LIBRARY - CIRCULATION	$16,965.57
510000 - SALARIES AND WAGES	$0.00
510001 - SEVERANCE PAY	$0.00
510030 - CELL PHONE REIMBURSEMENT	$0.00

Income Statement
General Fund Income Statement
For the Month of May 2025

511020 - SOCIAL SECURITY AND MEDICARE	$0.00
511025 - RETIREMENT BENEFITS	$0.00
532070 - BOOKS & PUBLICATIONS	$16,965.57
1004020 - LIBRARY - ARCHIVES	$0.00
510000 - SALARIES AND WAGES	$0.00
511020 - SOCIAL SECURITY AND MEDICARE	$0.00
511025 - RETIREMENT BENEFITS	$0.00
1004025 - LIBRARY - PROGRAMS	$0.00
510000 - SALARIES AND WAGES	$0.00
510001 - SEVERANCE PAY	$0.00
510030 - CELL PHONE REIMBURSEMENT	$0.00
511020 - SOCIAL SECURITY AND MEDICARE	$0.00
511025 - RETIREMENT BENEFITS	$0.00
532005 - PROGRAM SUPPLIES	$0.00
1004110 - LAX CENTER - GEN ADMIN	$0.00
510000 - SALARIES AND WAGES	$0.00
510005 - LIMITED TERM EE SALARIES	$0.00
510006 - OVERTIME PAY	$0.00
510030 - CELL PHONE REIMBURSEMENT	$0.00
511005 - HEALTH INSURANCE	$0.00
511010 - WORKERS COMPENSATION DEPT CHGS	$0.00
511015 - LIFE INSURANCE	$0.00
511020 - SOCIAL SECURITY AND MEDICARE	$0.00
511025 - RETIREMENT BENEFITS	$0.00
520015 - BANK FEES	$0.00
520016 - ATM EXPENSE	$0.00
520055 - RECRUITMENT FEES & SVCS	$0.00
520060 - MARKETING	$0.00
520075 - TEMPORARY LABOR SERVICES	$0.00
520101 - CONTRACT SVCS - SECURITY	$0.00
520110 - OTHER CONTRACTED SVCS	$0.00
520120 - EVENT SERVICES	$0.00
521001 - TRAVEL - LODGING	$0.00
521101 - TELEPHONE	$0.00
521102 - ELECTRICITY	$0.00
521104 - NATURAL GAS	$0.00
521130 - GARBAGE SERVICES	$0.00
530250 - LIABILITY INS	$0.00

Income Statement
General Fund Income Statement
For the Month of May 2025

532000 - OFFICE SUPPLIES	$0.00
532010 - OPERATING SUPPLIES	$0.00
532055 - GASOLINE FUEL	$0.00
532060 - POSTAGE	$0.00
532065 - PRINTING SERVICES	$0.00
532075 - MEMBERSHIPS & SUBSCRIPTIONS	$0.00
533015 - COMPUTER SOFTWARE UNDR $10,000	$0.00
540500 - R&M - OTHER	$0.00
550000 - MISCELLANEOUS	$0.00
1004125 - LAX CENTER - FACILITY OPS	$0.00
532080 - CLEANING/JANITORIAL SUPPLIES	$0.00
532095 - CLOTHING/UNIFORM	$0.00
540000 - R&M - BUILDINGS	$0.00
540100 - R&M - EQUIP/MACH	$0.00
1004210 - PARKS/REC - GEN ADMIN	$52,832.25
510000 - SALARIES AND WAGES	$34,978.87
510005 - LIMITED TERM EE SALARIES	$3,370.00
510006 - OVERTIME PAY	$0.00
510030 - CELL PHONE REIMBURSEMENT	$34.50
511005 - HEALTH INSURANCE	$3,949.33
511015 - LIFE INSURANCE	$88.78
511020 - SOCIAL SECURITY AND MEDICARE	$2,814.95
511025 - RETIREMENT BENEFITS	$2,581.85
520015 - BANK FEES	$863.89
520055 - RECRUITMENT FEES & SVCS	$0.00
520060 - MARKETING	$249.00
520110 - OTHER CONTRACTED SVCS	$67.83
521101 - TELEPHONE	$161.89
532000 - OFFICE SUPPLIES	$1,170.16
532010 - OPERATING SUPPLIES	$206.39
532060 - POSTAGE	$136.46
532065 - PRINTING SERVICES	$1.82
532075 - MEMBERSHIPS & SUBSCRIPTIONS	$131.53
550000 - MISCELLANEOUS	$2,025.00
550250 - AP PMT BY CREDIT CARD FEE	$0.00
1004215 - PARKS/REC - PARKS	$166,628.65
510000 - SALARIES AND WAGES	$59,535.77
510005 - LIMITED TERM EE SALARIES	$36,381.15

Income Statement
General Fund Income Statement
For the Month of May 2025

510006 - OVERTIME PAY	$862.12
510030 - CELL PHONE REIMBURSEMENT	$204.50
511005 - HEALTH INSURANCE	$11,263.17
511015 - LIFE INSURANCE	$48.97
511020 - SOCIAL SECURITY AND MEDICARE	$7,292.18
511025 - RETIREMENT BENEFITS	$5,168.18
520055 - RECRUITMENT FEES & SVCS	$0.00
520080 - CONTRACT SVCS - MOWING SVCS	$1,559.00
520100 - CONTRACT SVCS - CLEANING	$0.00
520105 - CONTRACT SVCS - LANDSCAPING	$16,037.51
520110 - OTHER CONTRACTED SVCS	$5,340.33
521001 - TRAVEL - LODGING	$0.00
521003 - TRAVEL - MEALS	$0.00
521101 - TELEPHONE	$512.67
521102 - ELECTRICITY	$6,347.07
521103 - WATER	$1,022.34
521104 - NATURAL GAS	$376.63
521105 - SEWER	$525.85
521106 - STORM WATER	$1,268.91
521130 - GARBAGE SERVICES	$325.70
532010 - OPERATING SUPPLIES	$2,047.12
532055 - GASOLINE FUEL	$0.00
532056 - DIESEL FUEL	$0.00
532075 - MEMBERSHIPS & SUBSCRIPTIONS	$0.00
532095 - CLOTHING/UNIFORM	$0.00
532099 - GENERAL SUPPLIES	$655.57
540050 - R&M - GROUNDS	$5,127.17
540100 - R&M - EQUIP/MACH	$242.14
540250 - R&M - VEHICLE	$1,528.66
540450 - R&M - TRAILS	$2,954.50
550250 - AP PMT BY CREDIT CARD FEE	$1.44
1004220 - PARKS/REC - RECREATION	$128,974.66
510000 - SALARIES AND WAGES	$37,754.50
510005 - LIMITED TERM EE SALARIES	$49,384.88
510006 - OVERTIME PAY	$0.00
510030 - CELL PHONE REIMBURSEMENT	$56.00
511005 - HEALTH INSURANCE	$9,654.08
511015 - LIFE INSURANCE	$18.11

Income Statement
General Fund Income Statement
For the Month of May 2025

511020 - SOCIAL SECURITY AND MEDICARE	$6,637.83
511025 - RETIREMENT BENEFITS	$2,988.87
520055 - RECRUITMENT FEES & SVCS	$50.00
520110 - OTHER CONTRACTED SVCS	$2,775.00
521006 - TRAINING/CONF. REGISTRATION	$249.00
532005 - PROGRAM SUPPLIES	$19,406.39
532095 - CLOTHING/UNIFORM	$0.00
1004225 - PARKS/REC - FACILITIES	$162,281.57
510000 - SALARIES AND WAGES	$23,384.02
510005 - LIMITED TERM EE SALARIES	$0.00
510006 - OVERTIME PAY	$597.87
510030 - CELL PHONE REIMBURSEMENT	$70.00
511005 - HEALTH INSURANCE	$5,851.00
511015 - LIFE INSURANCE	$45.27
511020 - SOCIAL SECURITY AND MEDICARE	$1,769.24
511025 - RETIREMENT BENEFITS	$1,666.75
520080 - CONTRACT SVCS - MOWING SVCS	$0.00
520085 - SNOW REMOVAL SVCS	$0.00
520100 - CONTRACT SVCS - CLEANING	$0.00
520105 - CONTRACT SVCS - LANDSCAPING	$0.00
520110 - OTHER CONTRACTED SVCS	$101,892.20
521101 - TELEPHONE	$562.17
521102 - ELECTRICITY	$8,177.44
521103 - WATER	$369.60
521104 - NATURAL GAS	$7,137.89
521105 - SEWER	$517.45
521106 - STORM WATER	$779.14
532010 - OPERATING SUPPLIES	$5,697.83
532055 - GASOLINE FUEL	$0.00
540000 - R&M - BUILDINGS	$3,578.79
540050 - R&M - GROUNDS	$176.15
550250 - AP PMT BY CREDIT CARD FEE	$8.76
1004230 - PARKS/REC - FORESTRY	$41,208.75
510000 - SALARIES AND WAGES	$21,715.20
510006 - OVERTIME PAY	$51.96
510030 - CELL PHONE REIMBURSEMENT	$55.00
511005 - HEALTH INSURANCE	$4,388.17
511015 - LIFE INSURANCE	$9.92

Income Statement
General Fund Income Statement
For the Month of May 2025

511020 - SOCIAL SECURITY AND MEDICARE	$1,600.62
511025 - RETIREMENT BENEFITS	$1,512.82
520105 - CONTRACT SVCS - LANDSCAPING	$7,700.00
532010 - OPERATING SUPPLIES	$997.12
532099 - GENERAL SUPPLIES	$42.19
540100 - R&M - EQUIP/MACH	$3,124.41
550250 - AP PMT BY CREDIT CARD FEE	$11.34
1004235 - PARKS/REC - AQUATICS	$26,215.67
510005 - LIMITED TERM EE SALARIES	$490.00
511020 - SOCIAL SECURITY AND MEDICARE	$37.49
520055 - RECRUITMENT FEES & SVCS	$290.00
520110 - OTHER CONTRACTED SVCS	$17,290.00
521006 - TRAINING/CONF. REGISTRATION	$795.00
521101 - TELEPHONE	$108.13
521102 - ELECTRICITY	$387.16
521103 - WATER	$116.97
521104 - NATURAL GAS	$329.62
521105 - SEWER	$55.63
521106 - STORM WATER	$134.75
532010 - OPERATING SUPPLIES	$2,340.05
532099 - GENERAL SUPPLIES	$248.91
540050 - R&M - GROUNDS	$3,574.86
550250 - AP PMT BY CREDIT CARD FEE	$17.10
1009909 - CONTINGENCY	$21,540.15
550000 - MISCELLANEOUS	$21,540.15
1009910 - NON-DEPT - GEN ADMIN	$365,701.95
511005 - HEALTH INSURANCE	$201,950.08
511010 - WORKERS COMPENSATION DEPT CHGS	$0.00
511055 - MEDICAL EVALUATIONS	$0.00
511070 - TUITION REIMBURSEMENT	$0.00
520015 - BANK FEES	$4,675.01
520025 - OUTSIDE LEGAL SVCS	$19,724.90
520050 - CONSULTING SERVICES	$0.00
520145 - CONTRIB. TO OTHER ENTITIES	$86,250.00
521102 - ELECTRICITY	$45,015.53
521106 - STORM WATER	$156.37
530200 - PROPERTY INS	$762.00
530250 - LIABILITY INS	$0.00

Income Statement
General Fund Income Statement
For the Month of May 2025

531100 - EMPLOYEE HEALTH & SAFETY	$0.00
531500 - ALCOHOL & DRUG TEST PROGRAM	$580.00
531600 - EE HEALTH CARE CONTAINMENT	$1,588.06
532060 - POSTAGE	$0.00
532075 - MEMBERSHIPS & SUBSCRIPTIONS	$5,000.00
550000 - MISCELLANEOUS	$0.00
551025 - RECINDED TAX SETTLEMENT	$0.00
562400 - LOSS ON INVESTMENT	$0.00
Net Income:	**($4,266,016.25)**

City of La Crosse
General Fund Year-To-Date Revenue Report
For the Period Ending May 31, 2025

DEPARTMENT	REVISED BUDGET	YTD REVENUE	AVAILABLE BUDGET	% USED
04 CLERK	$ 522,546.00	$ 303,919.71	$ 218,626.29	58.16%
20 POLICE	$ 241,161.00	$ 273,925.74	$ (32,764.74)	113.59%
21 FIRE	$ 1,192,915.00	$ 402,653.88	$ 790,261.12	33.75%
30 PLANNING/ASSESSOR	$ 28,600.00	$ 225,829.70	$ (197,229.70)	789.61%
33 ENGINEERING	$ 420,812.00	$ 122,948.48	$ 297,863.52	29.22%
34 HIGHWAY/REFUSE	$ 281,000.00	$ 333,494.05	$ (52,494.05)	118.68%
40 LIBRARY	$ 216,336.00	$ 188,481.56	$ 27,854.44	87.12%
42 PARKS/RECREATION/GROUNDS/BL	$ 536,000.00	$ 326,464.40	$ 209,535.60	60.91%
99 NON-DEPARTMENTAL	$ 68,963,480.00	$ 49,956,719.80	$ 19,006,760.20	72.44%
Grand Total	$ 72,402,850.00	$ 52,134,437.32	$ 20,268,412.68	72.01%

City of La Crosse
General Fund Year-To-Date Expenditure Report
For the Period Ending May 31, 2025

DEPARTMENT	REVISED BUDGET	YTD EXPENDED	AVAILABLE BUDGET	% USED
02 FINANCE	$ 1,653,151.00	$ 632,356.85	$ 1,020,794.15	38.25%
03 LEGAL	$ 837,166.00	$ 327,257.14	$ 509,908.86	39.09%
04 CLERK	$ 601,778.00	$ 275,025.68	$ 326,752.32	45.70%
05 COUNCIL	$ 177,745.00	$ 55,770.62	$ 121,974.38	31.38%
06 MAYOR	$ 332,477.00	$ 135,168.56	$ 197,308.44	40.66%
07 MUNICIPAL COURT	$ 254,905.00	$ 101,309.06	$ 153,595.94	39.74%
08 INFORMATION SERVICES	$ 2,649,743.00	$ 1,236,547.82	$ 1,413,195.18	46.67%
09 HUMAN RESOURCES	$ 636,862.00	$ 213,055.09	$ 423,806.91	33.45%
20 POLICE	$ 13,931,995.00	$ 5,380,006.86	$ 8,551,988.14	38.62%
21 FIRE/FPBS	$ 13,587,676.05	$ 5,596,549.76	$ 7,991,126.29	41.19%
30 PLANNING/ASSESSOR	$ 2,081,413.95	$ 607,534.66	$ 1,473,879.29	29.19%
33 ENGINEERING	$ 1,927,021.00	$ 746,427.29	$ 1,180,593.71	38.73%
34 HIGHWAY/REFUSE	$ 8,377,481.00	$ 3,066,587.76	$ 5,310,893.24	36.61%
40 LIBRARY	$ 5,201,095.00	$ 2,113,038.52	$ 3,088,056.48	40.63%
42 PARKS/RECREATION/GROUNDS/BL	$ 5,041,152.00	$ 1,749,691.01	$ 3,291,460.99	34.71%
99 NON-DEPARTMENTAL	$ 15,111,189.00	$ 2,667,165.74	$ 12,444,023.26	17.65%
Grand Total	$ 72,402,850.00	$ 24,903,492.42	$ 47,499,357.58	34.40%

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0763

Agenda Date: 7/10/2025

Version: 1

Status: Common Council Matters

In Control: Common Council

File Type: Resolution

Agenda Number:

25-0763

Resolution approving 2025 Bills and Engineering Estimates paid in July 2025.

RESOLUTION

BE IT RESOLVED by the Common Council of the City of La Crosse that the monthly bills by departments, the details of which are set forth in the attachment hereto, be and the same are hereby approved and ordered paid.

BE IT FURTHER RESOLVED that orders be drawn for contract estimates in favor of the named person, firm or corporation in the amount stated after their name, the details of which are set forth in the attachment hereto, the same being payment for the estimates and purposes set forth herein.

JULY 2025 MONTHLY BILL DETAIL

AIRFIELD OPERATIONS	48,977.45
AIRPORT	3,293.76
ANIMAL LICENSE	9,355.00
CAPITAL - TID #17	7,900.00
CAPITAL GRANT	47,381.58
CAPITAL PROGRAM	912,352.64
CAR WASH	2,827.03
CLERK - ELECTIONS	41.00
CLERK - GEN ADMIN	5,797.69
CONTINGENCY	11,220.00
COUNCIL - GEN ADMIN	1,500.00
CUSTOMER ACCOUNTS	4,452.43
DEBT SERVICE NON DEPART	90,157.75
ENGINEERING - 2025 NOTE FUNDS	30,050.69
ENGINEERING - GEN ADMIN	19,333.51
FACILITY OPERATIONS	246,343.21
FEDERAL GRANTS	4,324.88
FINANCE - GEN ADMIN	3,039.96
FINANCE - TREASURY/CUST SVC	28.64
FIRE - FIRE & RESCUE OPS	5,171.35
FIRE - 2025 NOTE FUNDS	1,020.98
FIRE - FLEET & FACILITIES	15,340.75
FIRE - GEN ADMIN	21,452.21
FIRE - TRAINING & PROF STNDS	3,679.37
FIRE GRANT	22,000.00
FIRE SMOKEHOUSE	1,078.36
FIRE STATE GRANTS	101.06
FUEL MANAGEMENT	74,790.29
GEN ADMIN - AIRPORT	31,608.46
GEN ADMIN - FINANCE	1,543,982.84
GEN ADMIN - FIRE/CRM	444.29
GEN ADMIN - HIGHWAY	56,402.31
GEN ADMIN - IT	112.82
GEN ADMIN - NON DEPT	11,679.96
GEN ADMIN - PARKING	137,955.60
GEN ADMIN - PARKS	12,303.65
GEN ADMIN - STORM	70,283.33
GEN ADMIN - TIF	246,136.37
GEN ADMIN - TRANSIT	205,595.92
GEN ADMIN - WASTE WATER	64,913.66
GEN ADMIN - WATER	29,788.97
GEN ADMIN TID#18	757,790.10
GENERAL FUND	62,098.97
HIGHWAY - GEN ADMIN	184.71
HIGHWAY - REFUSE & RECYCLING	204,795.33
HIGHWAY - SERVICE CHRGES/PARTS	28,743.07
HIGHWAY - STREET MAINTENANCE	88,114.43
HUD GRANTS - ADMIN	24.29
HUD GRANTS - CDBG	1.87
HUD GRANTS - HOME	110,207.45
HUD GRANTS - RPLC HSING	2,412.99
HUMAN RESOURCES - GEN ADMIN	6,002.11
INTEREST CHARGES	691.28
IT - 2024 NOTE FUNDS	2,682.22
IT - 2025 NOTE FUNDS	2,916.11
IT - GEN ADMIN	294,168.97
LA CROSSE CENTER - ADMIN	202,564.39
LA CROSSE CENTER - FOOD & BEV	33,026.81
LA CROSSE CENTER - PRODUCTION	243,923.52
LA CROSSE CENTER FACILITY OPS.	60,766.10
LABORATORY	13,140.97
LACROSSE CENTER	29,692.46
LEGAL - GEN ADMIN	1,629.47
LIBRARY - CIRCULATION	21,115.64
LIBRARY - GEN ADMIN	21,389.02
LIFT STATIONS	3,958.73
MAYOR - GEN ADMIN	881.30
MCPL COURT TRUST	33,934.83
MISCELLANEOUS AGENCY	98.64
MUNI COURT - GEN ADMIN	118.00
NON-DEPT - GEN ADMIN	67,365.08
NON-DEPT GRANTS	241,116.68
OPERATING GRANT	20,000.00
PARKING OPERATIONS	3,953.19
PARKING UTILITY	16,706.39
PARKS - 2023 BOND FUNDS	41,489.43
PARKS - 2024 NOTE FUNDS	5,996.13
PARKS - 2025 NOTE FUNDS	13,780.05
PARKS/REC - AQUATICS	27,849.22
PARKS/REC - FACILITIES	37,642.91
PARKS/REC - FORESTRY	10,358.06
PARKS/REC - GEN ADMIN	831.53
PARKS/REC - PARKS	50,867.76
PARKS/REC - RECREATION	8,124.13
PARKS/REC BOAT HOUSE	6,787.00
PARKS/REC BOAT LANDING IMPRV	21,013.12
PARKS/REC COPELAND PARK IMPRV	3,512.50
PARKS/REC GOLF COURSE	2,890.91
PARKS/REC MYRICK PARK IMPRVMNT	7,836.68
PARKS/REC PETTIBONE PARK IMPRV	27,399.22
PARKS/REC RIVERSIDE PARK IMPRV	18,033.72
PARKS/REC SPECIAL OLYMPICS	3,340.72
PARKS/REC SPECIAL RECREATION	467.24
PARKS/REC STATE GRANTS	133.10
PARKS/REC TREE MEMORIALS	381.10
PARKS/REC YOUTH ENRCHMNT ASSOC	3,684.88
PASSENGER FACILITY CHARGES - R	9,216.00
PAYROLL LIABILITIES	2,474,697.01
PLANNING - 2024 NOTE FUNDS	3,955.00
PLANNING - 2025 NOTE FUNDS	24,710.60
PLANNING - AFFORDABLE HOUSING	110,000.00
PLANNING TID APPLICATION FEES	3,583.75
PLANNING/BUILDING & INSPECTION	1,602.93
PLANNING/DEVELOPMENT-ASSESSMEN	527.43
PLANNING/DEVELOPMENT-GEN ADMIN	29,691.16
POLICE - 2024 NOTE FUNDS	23,060.00
POLICE - GEN ADMIN	67,338.42
POLICE BOAT PATROL PROGRAM	248.84
POLICE DRUG INVESTIGATION	1,348.32
POLICE EQUITABLE SHARING AGREE	192.17
POLICE EXPLORER POST PROGRAM	118.37
POLICE GRANT	3,595.00
POLICE K-9 UNIT	1,714.19
POLICE RESERVE PROGRAM	610.00
POLICE REVOLVING RESTITUTION	150.00
POLICE TRAINING	2,493.62
POLICE VEST CONTRIBUTION	24,771.95
PUMPING	39,164.01
REAL ESTATE & PERSONAL PROP TX	4,503,552.86
SEWER COLLECTION	3,640.00
SOLIDS DISPOSAL	4,605.66
SP ASSIGNED BUDGET CARRYOVER	11,889.17
SPECIAL ASSESSMENTS - ADMIN	2,460.00
SPECIAL ASSIGNED	2,546.67
STOCK ROOM	31,512.09
STORM COLLECTION	17,097.68
STORM WATER UTILITY	91.54
STREETS - 2023 BOND FUNDS	67,901.51
STREETS - 2024 NOTE FUNDS	111,574.66
STREETS - 2025 NOTE FUNDS	226,867.96
TERMINAL OPERATIONS	17,494.78
TRANSFERS	99.30
TRANSMISSION & DISTRIBUTION	46,791.58
WASTE WATER UTILITY	4,087.66
WATER TREATMENT	12,514.30
WATER UTILITY	56,836.41
WWU - 2024 BOND FUNDS	256,749.04
Grand Total	$15,073,955.94

CITY OF LA CROSSE

WARRANT PUBLICATION LIST

WARRANT RANGE: SP060125 TO SP063025 DATES: 01/01/25 TO 12/31/25

ORG / VENDOR NAME	AMOUNT
AIRFIELD OPERATIONS	
BAN-KOE SYSTEMS INC	145.00
BERNIE J BUCHNER INC	3,681.56
C&C MACHINE INC	181.93
DEPT OF NATURAL RESOURCES	130.00
ENTERPRISE FM TRUST	1,133.38
HARTLAND FUEL PRODUCTS LLC	3,964.20
KWIK TRIP INC	36.80
MID-WEST ELECTRO-TECH CORP	200.00
NORTHERN STATES POWER CO WI	2,785.02
POMP'S TIRE SERVICE INC	9,187.69
ROSENBAUER MINNESOTA LLC	1,200.00
SHERWIN INDUSTRIES INC	314.87
UNITED STATES CELLULAR CORPORA	44.02
VERNON ELECTRIC COOPERATIVE IN	5.70
WINONA HEATING & VENTILATING C	19.46
ZARNOTH BRUSH WORKS INC	13,871.60
	36,901.23
AIRPORT	
ENTERPRISE FM TRUST	3,293.76
	3,293.76
ANIMAL LICENSE	
COULEE REGION ANIMAL CONTROL D	9,355.00
	9,355.00
CAPITAL - TID #17	
GARY W ANDERSON & ASSOCIATES I	7,900.00
	7,900.00
CAPITAL GRANT	
ENGBERG ANDERSON INC	47,381.58
	47,381.58
CAPITAL PROGRAM	
AIR ONE EQUIPMENT INC	19,339.20
FIRE SAFETY USA INC	228.35
JEFFERSON FIRE & SAFETY INC	14,553.74
MACQUEEN EQUIPMENT LLC	299.45
	34,420.74
CAPITAL PROGRAM	
GILLIG LLC	617,658.00
	617,658.00

WARRANT PUBLICATION LIST

WARRANT RANGE: SP060125 TO SP063025 DATES: 01/01/25 TO 12/31/25

ORG / VENDOR NAME	AMOUNT
CAPITAL PROGRAM	
INTERSTATE ROOFING & WATERPROO	109,080.43
	109,080.43
CAPITAL PROGRAM	
GERKE EXCAVATING INC	5,564.40
MEAD AND HUNT INC	18,162.87
REXEL USA INC	150.00
	23,877.27
CAPITAL PROGRAM	
MINNESOTA AG POWER INC	67,000.00
	67,000.00
CAPITAL PROGRAM	
MEAD AND HUNT INC	557.50
	557.50
CAPITAL PROGRAM	
ENTERPRISE FM TRUST	.11
MEAD AND HUNT INC	557.51
SHORT ELLIOTT HENDRICKSON INC	4,636.58
	5,194.20
CAPITAL PROGRAM	
GERKE EXCAVATING INC	53,563.25
MEAD AND HUNT INC	557.51
	54,120.76
CAR WASH	
LUBE TECH RELIABLE PLUS INC	1,366.78
NORTHERN STATES POWER CO WI	1,094.12
	2,460.90
CLERK - GEN ADMIN	
LOFFLER COMPANIES INC	260.26
MINNESOTA LIFE INSURANCE COMPA	22.04
SONDRA CRAIG	77.70
	360.00
CONTINGENCY	
MARION BYERSON	11,220.00

WARRANT PUBLICATION LIST

WARRANT RANGE: SP060125 TO SP063025 DATES: 01/01/25 TO 12/31/25

ORG / VENDOR NAME	AMOUNT
	11,220.00
CUSTOMER ACCOUNTS	
BADGER METER INC	825.00
DAIRYLAND POWER COOPERATIVE	3,443.14
THE PERFECT ANSWER INC	155.28
	4,423.42
DEBT SERVICE NON DEPART	
BAKER TILLY ADVISORY GROUP PAR	3,100.00
BANC OF AMERICA PUBLIC CAPITAL	28,261.15
ENTERPRISE FM TRUST	56,796.60
WELLS FARGO BANK	2,000.00
	90,157.75
ENGINEERING - 2025 NOTE FUNDS	
ENTERPRISE FM TRUST	30,050.69
	30,050.69
ENGINEERING - GEN ADMIN	
AMERICAN PUBLIC WORKS ASSOCIAT	878.77
DEPT OF AGRCLTURE TRADE & CONS	11,250.00
LOFFLER COMPANIES INC	114.95
MINNESOTA LIFE INSURANCE COMPA	62.09
MIOVISION TECHNOLOGIES INC	2,015.72
	14,321.53
FACILITY OPERATIONS	
ALTERNATIVE CONCRETE TECHNIQUE	15,500.00
CONSOLIDATED ELECTRICAL DISTRI	67.92
CRN TOPCO LLC	407.75
FIRST SUPPLY LLC #3010	359.72
HACH COMPANY	1,462.99
HAWKINS INC	69,745.75
LA CROSSE GLASS COMPANY INC	104.50
NORTHERN STATES POWER CO WI	77,712.76
PSI ENGINEERING LLC	1,254.70
SJ ELECTRO SYSTEMS LLC	8,034.75
VEOLIA WATER TECHNOLOGIES INC	53,820.00
VIKING ELECTRIC SUPPLY LLC	11,538.70
	240,009.54
FEDERAL GRANTS	
CITY OF ONALASKA	4,324.88
	4,324.88

WARRANT PUBLICATION LIST

WARRANT RANGE: SP060125 TO SP063025 DATES: 01/01/25 TO 12/31/25

ORG / VENDOR NAME	AMOUNT
FINANCE - GEN ADMIN	
CANON FINANCIAL SERVICES INC	568.44
LOFFLER COMPANIES INC	503.37
MINNESOTA LIFE INSURANCE COMPA	60.62
STATE OF WI DEPT OF EMPLOYEE T	1,169.64
	2,302.07
FIRE - FIRE & RESCUE OPS	
FIRE-DEX GW LLC	639.44
INDUSTRIAL SAFETY INC	525.40
JEFFERSON FIRE & SAFETY INC	2,528.51
	3,693.35
FIRE - FLEET & FACILITIES	
ANTHONY L NORRIS	2,652.98
DAHL AUTOMOTIVE ONALASKA INC	517.34
GREGORY THOMAS FITZSIMMONS	150.00
KWIK TRIP INC	956.13
RELIANT FIRE APPARATUS INC	1,914.36
RIVER CITY LAWNSCAPE INC	50.00
TK ELEVATOR CORPORATION	1,760.85
	8,001.66
FIRE - GEN ADMIN	
AMBER SEVERSON	49.91
LOFFLER COMPANIES INC	36.47
MINNESOTA LIFE INSURANCE COMPA	291.48
MISSIONSQUARE RETIREMENT	3,312.35
NORTHERN STATES POWER CO WI	14,988.51
PRIZM PRE-PRESS INC	412.74
UNITED STATES CELLULAR CORPORA	396.22
VERNON ELECTRIC COOPERATIVE IN	51.28
WINONA HEATING & VENTILATING C	175.14
	19,714.10
FIRE - TRAINING & PROF STNDS	
HILLTOPPER REFUSE & RECYCLING	90.00
STATE OF WISCONSIN	900.00
	990.00
FIRE GRANT	
STATE OF WISCONSIN	22,000.00
	22,000.00
FUEL MANAGEMENT	
HARTLAND FUEL PRODUCTS LLC	74,790.29

WARRANT PUBLICATION LIST

WARRANT RANGE: SP060125 TO SP063025 DATES: 01/01/25 TO 12/31/25

ORG / VENDOR NAME	AMOUNT
	74,790.29
GEN ADMIN - AIRPORT	
ALLEN MEDIA BROADCASTING EVANS	1,535.00
BRIGHTSPEED HOLDING LLC	289.80
COULEE REGION COMMUNICATIONS,	535.00
CRAWFORD MURPHY & TILLY INC	4,317.50
LOFFLER COMPANIES INC	80.98
MINNESOTA LIFE INSURANCE COMPA	53.36
PROVISION PARTNERS COOPERATIVE	166.46
QUEENB TELEVISION LLC	2,000.00
VIKING ELECTRIC SUPPLY LLC	1,004.99
	9,983.09
GEN ADMIN - FINANCE	
BLUE CROSS BLUE SHIELD OF WI	1,279,915.90
DELTA DENTAL OF WI INC	30,724.39
MINNESOTA LIFE INSURANCE COMPA	3.31
NEIGHBORHOOD FAMILY CLINICS IN	15,344.00
PROFESSIONAL BENEFIT ADMINISTR	189,116.30
USI INSURANCE SERVICES LLC	13,750.00
VIARO PROFESSIONAL ARTS LTD	15,100.00
	1,543,953.90
GEN ADMIN - HIGHWAY	
CBS SQUARED INC	1,045.39
WI DEPT OF TRANSPORTATION	55,356.92
	56,402.31
GEN ADMIN - NON DEPT	
WISCONSIN MUNICIPAL MUTUAL	11,179.96
	11,179.96
GEN ADMIN - NON DEPT	
MID-WEST ELECTRO-TECH CORP	300.00
	300.00
GEN ADMIN - PARKING	
BAYCOM INC	9,930.00
CRAIG ALAN OLESON	421.67
ENTERPRISE FM TRUST	1,533.38
HILLTOPPER REFUSE & RECYCLING	135.23
J F AHERN COMPANY	7,915.40
KISH & SONS ELECTRIC INC	4,601.44
KONE INC	21,978.54
LOFFLER COMPANIES INC	7.01

WARRANT PUBLICATION LIST

WARRANT RANGE: SP060125 TO SP063025 DATES: 01/01/25 TO 12/31/25

ORG / VENDOR NAME	AMOUNT
MINNESOTA LIFE INSURANCE COMPA	47.12
NORTHERN STATES POWER CO WI	17,787.72
PARKING UTILITY REFUND VENDOR	115.96
SUMMIT FIRE PROTECTION CO	36.00
T2 SYSTEMS CANADA INC	1,820.00
T2 SYSTEMS INC	15.00
UNITED STATES CELLULAR CORPORA	32.44
VERNON ELECTRIC COOPERATIVE IN	4.20
VJ FOUR SEASON MAINTENANCE LLC	67,534.00
WAYNE D ELLEFSON SR	117.00
WINONA HEATING & VENTILATING C	14.34
	134,046.45
GEN ADMIN - PARKS	
KISH & SONS ELECTRIC INC	547.65
PRIME SOURCE PLUMBING & HTG CO	11,756.00
	12,303.65
GEN ADMIN - STORM	
AMERICAN PUBLIC WORKS ASSOCIAT	91.54
JWR INC	54,890.60
LEICA GEOSYSTEMS INC	6,788.52
NORTHERN STATES POWER CO WI	2.81
TRILOGY CONSULTING LLC	1,680.00
UNITED STATES CELLULAR CORPORA	23.17
VERNON ELECTRIC COOPERATIVE IN	3.00
WINONA HEATING & VENTILATING C	10.24
	63,489.88
GEN ADMIN - TIF	
GERKE EXCAVATING INC	73,968.45
HAWKINS ASH CPAS LLP	350.09
	74,318.54
GEN ADMIN - TIF	
EHLERS & ASSOCIATES	318.75
FOWLER & HAMMER INC	107,568.95
HAWKINS ASH CPAS LLP	350.09
TODAY'S TREE SERVICE INC	2,800.00
VIKING ELECTRIC SUPPLY LLC	45,324.00
WI DEPT OF TRANSPORTATION	9,072.96
	165,434.75
GEN ADMIN - TIF	
HAWKINS ASH CPAS LLP	350.09
	350.09

WARRANT PUBLICATION LIST

WARRANT RANGE: SP060125 TO SP063025 DATES: 01/01/25 TO 12/31/25

ORG / VENDOR NAME	AMOUNT
GEN ADMIN - TIF	
HAWKINS ASH CPAS LLP	350.09
	350.09
GEN ADMIN - TIF	
HAWKINS ASH CPAS LLP	350.08
	350.08
GEN ADMIN - TIF	
BENJAMIN HEYER	205.00
BEST KEPT PORTABLES LLC	105.00
DONALD W ELLIS	1,150.00
HAWKINS ASH CPAS LLP	350.08
HILLTOPPER REFUSE & RECYCLING	268.00
KRATT LUMBER COMPANY, INC	445.98
NICHOLAS KALINA	200.00
	2,724.06
GEN ADMIN - TIF	
HAWKINS ASH CPAS LLP	350.08
KPH ENVIRONMENTAL CORPORATION	1,325.00
	1,675.08
GEN ADMIN - TIF	
HAWKINS ASH CPAS LLP	350.08
	350.08
GEN ADMIN - TRANSIT	
ABBY VANS INC	53,803.80
ENTERPRISE FM TRUST	597.93
FPS OF ONALASKA INC	247.14
GORMAN HOLDINGS INC	17,852.13
J & K OF LA CROSSE, INC	890.00
KEN'S SERVICE CENTER LLC	400.00
LUCAS MIHALOVIC	41.36
MICHAEL J MERCIER	10,150.00
MINNESOTA LIFE INSURANCE COMPA	329.10
NORTHERN STATES POWER CO WI	931.27
THADIUS KRUEGER	151.96
UNITED STATES CELLULAR CORPORA	111.22
VERNON ELECTRIC COOPERATIVE IN	14.39
WI DEPT OF TRANSPORTATION	169.50
WINONA HEATING & VENTILATING C	49.16
WYATT WOLFE JR	50.00
ZENOBE AMERICAS EV ASSET CO LL	5,833.34

WARRANT PUBLICATION LIST

WARRANT RANGE: SP060125 TO SP063025 DATES: 01/01/25 TO 12/31/25

ORG / VENDOR NAME	AMOUNT
	91,622.30
GEN ADMIN - TRANSIT	
GMV SYNCROMATICS CORP	61,925.00
	61,925.00
GEN ADMIN - WASTE WATER	
AIRGAS INC	789.95
AMERICAN PUBLIC WORKS ASSOCIAT	91.54
BEC ENTERPRISES LLC	493.75
BOARDMAN & CLARK LLP	16,992.00
BOGIE ENTERPRISES INC	1,192.17
BRIGHTSPEED HOLDING LLC	122.99
CUSTOM FAB AND MACHINE LLC	1,025.00
DECKER SUPPLY CO INC	3,246.44
DEPT OF NATURAL RESOURCES	25.00
DORNER PRODUCTS LLC	209.83
ENTERPRISE FM TRUST	525.73
HACH COMPANY	1,099.10
HALRON LUBRICANTS INC	1,117.58
KWIK TRIP INC	125.38
LA CROSSE COUNTY SOLID WASTE D	74.75
LEICA GEOSYSTEMS INC	6,788.53
LOFFLER COMPANIES INC	7.44
MINNESOTA LIFE INSURANCE COMPA	150.22
MSA SAFETY INC	690.00
NORTHERN STATES POWER CO WI	8.44
UNITED RENTALS (NORTH AMERICA)	189.00
UNITED STATES CELLULAR CORPORA	69.51
VERNON ELECTRIC COOPERATIVE IN	9.00
VIKING ELECTRIC SUPPLY LLC	235.09
WI RURAL WATER ASSOCIATION	110.00
WINONA HEATING & VENTILATING C	30.73
	35,419.17
GEN ADMIN - WATER	
AIRGAS INC	60.96
AMERICAN PUBLIC WORKS ASSOCIAT	146.46
ENTERPRISE FM TRUST	559.97
HAWKINS ASH CPAS LLP	800.00
HILLTOPPER REFUSE & RECYCLING	143.78
LOFFLER COMPANIES INC	66.79
MATAM INC	1,854.25
MINNESOTA LIFE INSURANCE COMPA	96.93
NORTHERN STATES POWER CO WI	359.69
TERMINIX INTERNATIONAL CO LTD	421.31
UNITED STATES CELLULAR CORPORA	81.10
VERNON ELECTRIC COOPERATIVE IN	10.50
WATER REFUNDS	2,878.96
WINONA HEATING & VENTILATING C	35.85

WARRANT PUBLICATION LIST

WARRANT RANGE: SP060125 TO SP063025 DATES: 01/01/25 TO 12/31/25

ORG / VENDOR NAME	AMOUNT
	7,516.55
GEN ADMIN - WATER	
BOB'S LOCK & SAFE INC	1,680.00
PUBLIC SERVICE COMMISSION OF W	5,980.78
	7,660.78
GEN ADMIN TID#18	
CHIPPEWA CONCRETE SERVICES INC	391,656.45
GARY THURK	258.00
HAWKINS ASH CPAS LLP	199.32
I&S GROUP INC	11,127.50
PARAGON ASSOCIATES INC	1,320.00
REDEVELOPMENT AUTHORITY OF	353,228.83
	757,790.10
GENERAL FUND	
AMERICAN PUBLIC WORKS ASSOCIAT	1,098.47
KONE INC	5,600.40
LITTLE GREEN BUTTON LTD	561.64
MICHELLE HOCKERSMITH	137.84
SCHOOL DISTRICT OF LA CROSSE	3,513.87
THE PITNEY BOWES BANK INC	11,000.00
TIMECLOCK PLUS LLC	3,375.00
TK ELEVATOR CORPORATION	1,257.75
US BANK NATL ASSOC	731,399.81
WI DEPT OF REVENUE	35,512.00
	793,456.78
HIGHWAY - GEN ADMIN	
MINNESOTA LIFE INSURANCE COMPA	184.71
	184.71
HIGHWAY - REFUSE & RECYCLING	
BEST KEPT PORTABLES LLC	105.00
DUMMER FAMILY ENTERPRISES LLC	1,186.34
HARTER'S QUICK CLEAN UP SERVIC	196,224.15
HILLTOPPER REFUSE & RECYCLING	5,902.23
LA CROSSE COUNTY SOLID WASTE D	115.70
PREMIUM WATERS INC	79.65
THOMAS HUNDT	984.00
	204,597.07
HIGHWAY - SERVICE CHRGES/PARTS	
UNIVERSAL TRUCK EQUIPMENT INC	545.25

WARRANT PUBLICATION LIST

WARRANT RANGE: SP060125 TO SP063025 DATES: 01/01/25 TO 12/31/25

ORG / VENDOR NAME	AMOUNT
	545.25
HIGHWAY - STREET MAINTENANCE	
AMERICAN PUBLIC WORKS ASSOCIAT	219.69
BRIGHTSPEED HOLDING LLC	20.51
CROELL INC	7,959.50
DAKOTA SUPPLY GROUP INC	4,850.00
FPS OF ONALASKA INC	2,650.89
GREGORY THOMAS FITZSIMMONS	320.00
HEATING & CLEANING SOLUTIONS L	182.50
JERROLD G ZENKE	2,441.70
LA CROSSE COUNTY HIGHWAY DEPAR	2,167.38
LOFFLER COMPANIES INC	141.37
MATHY CONSTRUCTION COMPANY	13,856.54
MISSISSIPPI WELDERS SUPPLY CO	205.50
NORTHERN STATES POWER CO WI	84.66
UNITED STATES CELLULAR CORPORA	210.85
VERNON ELECTRIC COOPERATIVE IN	27.29
WINONA HEATING & VENTILATING C	93.20
	35,431.58
HUD GRANTS - HOME	
BENJAMIN HEYER	115.00
BEST KEPT PORTABLES LLC	525.00
DONALD W ELLIS	12,454.75
HILLTOPPER REFUSE & RECYCLING	531.00
JESSE BERGER	14,837.63
JOSEPH JOHN FREDRICKSON	246.17
KRATT LUMBER COMPANY, INC	60,919.74
MATHY CONSTRUCTION COMPANY	1,529.19
NICHOLAS KALINA	780.00
PERFORMANCE CONCRETE LLC	16,713.62
	108,652.10
HUD GRANTS - RPLC HSING	
INFRA-CON INC	2,400.00
	2,400.00
HUMAN RESOURCES - GEN ADMIN	
BOB'S LOCK & SAFE INC	19.50
LOFFLER COMPANIES INC	83.61
MINNESOTA LIFE INSURANCE COMPA	13.23
WAYNE D ELLEFSON SR	555.00
	671.34
INTEREST CHARGES	
ENTERPRISE FM TRUST	691.28

WARRANT PUBLICATION LIST

WARRANT RANGE: SP060125 TO SP063025 DATES: 01/01/25 TO 12/31/25

ORG / VENDOR NAME	AMOUNT
	691.28
IT - 2024 NOTE FUNDS	
1ST BUSINESS SOLUTIONS INC	1,514.27
	1,514.27
IT - GEN ADMIN	
DURAND ALLEN MATHE	75.00
ENTERPRISE FM TRUST	.02
FLOCK GROUP INC	27,900.00
LOFFLER COMPANIES INC	1.39
MINNESOTA LIFE INSURANCE COMPA	25.02
	28,001.43
LA CROSSE CENTER - ADMIN	
BRIGHTSPEED HOLDING LLC	450.02
COMMERCIAL AV SYSTEMS LLC	33,080.75
CVENT INC	3,539.08
GHELFI AWARDS	69.00
HARTER'S QUICK CLEAN UP SERVIC	2,384.22
JSJD MEDIA LLC	2,000.00
LA CROSSE COUNTY CONV & VISITO	53,227.61
LOFFLER COMPANIES INC	42.29
MAINSTAGE THEATRICAL SUPPLY IN	74.00
MARION BYERSON	3,092.00
MINNESOTA LIFE INSURANCE COMPA	52.47
NORTHERN STATES POWER CO WI	90,983.19
PLAYON INC	2,040.21
WI DEPT OF REVENUE	10,063.15
	201,097.99
LA CROSSE CENTER - FOOD & BEV	
GRINON INDUSTRIES LLC	474.46
HOLIDAY WHOLESALE INC	1,681.10
MARC ANDERSON	645.87
MISSISSIPPI WELDERS SUPPLY CO	75.18
PEPSI-COLA BOTTLING CO OF LA C	5,034.10
PERFORMANCE FOOD GROUP INC	16,113.03
RON HAMMES REFRIGERATION CO IN	7,270.60
	31,294.34
LA CROSSE CENTER - PRODUCTION	
ELEVATE MEDIA GROUP INC	675.00
FAMILY RADIO INC	544.00
LA COMMUNICATIONS INC	150.24
MARION BYERSON	6,309.75
NEXSTAR BROADCASTING INC	375.00
PEPPER OPCO LLC	88,413.54

WARRANT PUBLICATION LIST

WARRANT RANGE: SP060125 TO SP063025 DATES: 01/01/25 TO 12/31/25

ORG / VENDOR NAME	AMOUNT
SLAMHAMMER SOUND CO INC	14,615.00
SPARTA-TOMAH BROADCASTING CO I	340.00
THE MAVERICKS INC	33,600.00
TOUGH OLE BIRD INC	16,800.00
VIA ENTERTAINMENT TOURS INC	80,300.00
	242,122.53
LA CROSSE CENTER FACILITY OPS.	
AIRGAS INC	52.66
BUREAU VERITAS NTNL ELEVATOR I	88.11
DEPT OF NATURAL RESOURCES	125.00
INTERSTATE ROOFING & WATERPROO	2,396.39
J F AHERN COMPANY	1,599.00
KISH & SONS ELECTRIC INC	349.00
KONE INC	35,990.15
LA CROSSE GLASS COMPANY INC	817.50
MARION BYERSON	136.00
NORTHERN STATES POWER CO WI	24.48
ROLLINS INC	125.00
TRANE US INC	4,384.56
UNITED STATES CELLULAR CORPORA	201.58
VERNON ELECTRIC COOPERATIVE IN	26.09
VESTIS GROUP INC	7,021.08
WINONA HEATING & VENTILATING C	89.10
	53,425.70
LABORATORY	
CT LABORATORIES LLC	498.00
DAVY ENGINEERING CO INC	7,911.55
EMD MILLIPORE CORP	2,955.39
PACE ANALYTICAL SERVICES LLC	300.00
	11,664.94
LABORATORY	
DAVY ENGINEERING CO INC	1,120.00
	1,120.00
LACROSSE CENTER	
CVENT INC	2,527.92
KONE INC	25,707.25
PLAYON INC	1,457.29
	29,692.46
LEGAL - GEN ADMIN	
LOFFLER COMPANIES INC	15.91
MINNESOTA LIFE INSURANCE COMPA	41.26
PREMIUM WATERS INC	42.00

WARRANT PUBLICATION LIST

WARRANT RANGE: SP060125 TO SP063025 DATES: 01/01/25 TO 12/31/25

ORG / VENDOR NAME	AMOUNT
STATE BAR OF WISCONSIN	253.10
	352.27
LIBRARY - CIRCULATION	
CENGAGE LEARNING INC	571.62
CITY OF ALMA	25.00
CITY OF ELROY	5.00
CITY OF GALESVILLE	15.00
CITY OF HILLSBORO	31.98
CITY OF MAUSTON	63.48
CITY OF MONDOVI	8.75
CITY OF SHEBOYGAN	13.95
CITY OF SPARTA	31.98
CITY OF VIROQUA	168.80
EO JOHNSON CO INC	2,830.00
MIDWEST TAPE LLC	2,549.01
PRIZM PRE-PRESS INC	379.53
VILLAGE OF NECEDAH	80.60
VILLAGE OF ONTARIO	4.45
VILLAGE OF STRUM	14.00
VILLAGE OF WILTON	30.00
WISCNET	4,500.00
	11,323.15
LIBRARY - GEN ADMIN	
BRIGHTSPEED HOLDING LLC	308.06
CENTURYLINK COMMUNICATIONS LLC	2.79
DE LAGE LANDEN FINANCIAL SERVI	84.60
FUNDS FOR LEARNING LLC	2,500.00
LITTLE GREEN BUTTON LTD	688.36
LOFFLER COMPANIES INC	105.76
LUCAS HOLDINGS LLC	1,059.05
MID-AMERICA BUSINESS SYSTEMS &	2,685.00
MINNESOTA LIFE INSURANCE COMPA	118.08
NORTHERN STATES POWER CO WI	7,411.59
QUADIENT FINANCE USA INC	160.92
	15,124.21
LIFT STATIONS	
GREGORY THOMAS FITZSIMMONS	390.00
NICHOLAS J HEILMAN	50.00
	440.00
LIFT STATIONS	
GREGORY THOMAS FITZSIMMONS	930.00
NORTHERN STATES POWER CO WI	1,227.38
	2,157.38

WARRANT PUBLICATION LIST

WARRANT RANGE: SP060125 TO SP063025 DATES: 01/01/25 TO 12/31/25

ORG VENDOR NAME	AMOUNT
MAYOR - GEN ADMIN	
GHELFI AWARDS	144.00
LOFFLER COMPANIES INC	20.23
MINNESOTA LIFE INSURANCE COMPA	41.50
	205.73
MCPL COURT TRUST	
COULEE REGION ANIMAL CONTROL D	710.00
LA CROSSE COUNTY TREASURER	7,906.70
MUNICIPAL COURT REFUND VENDOR	2,234.98
STATE OF WISCONSIN	23,083.15
	33,934.83
MISCELLANEOUS AGENCY	
ONE TIME PAY	15.11
UNITED STATES CELLULAR CORPORA	57.93
WINONA HEATING & VENTILATING C	25.60
	98.64
MUNI COURT - GEN ADMIN	
LANGUAGE LINE SERVICES INC	20.37
LOFFLER COMPANIES INC	19.35
MINNESOTA LIFE INSURANCE COMPA	5.47
PREMIUM WATERS INC	34.95
	80.14
NON-DEPT - GEN ADMIN	
BLAKE HUNDT	1,236.35
CLEANWATER CORP OF AMERICA	3,499.15
HAWKINS ASH CPAS LLP	40,000.00
LA CROSSE BASEBALL LLC	1,117.80
NORTHERN STATES POWER CO WI	3,968.11
RITEWAY BUS SERVICE INC	255.92
STATE OF COLORADO	3.00
STATE OF MINNESOTA	6.00
SUMMIT COMMERCIAL FITNESS INC	1,525.00
T E BRENNAN CO	942.90
TRACY L LITTLEJOHN	5,000.00
VERNON ELECTRIC COOPERATIVE IN	885.11
	58,439.34
NON-DEPT GRANTS	
BARBARA M RUGEN-RENDLER	4,594.50
CBS SQUARED INC	621.17
CHIPPEWA CONCRETE SERVICES INC	146,640.83
KARUNA INC	33,833.50

WARRANT PUBLICATION LIST

WARRANT RANGE: SP060125 TO SP063025 DATES: 01/01/25 TO 12/31/25

ORG / VENDOR NAME	AMOUNT
NEW CASTLE TITLE OF LA CROSSE	29,622.65
SHORT ELLIOTT HENDRICKSON INC	25,804.03
	241,116.68
OPERATING GRANT	
GREEN HOMEOWNERS UNITED LLC	20,000.00
	20,000.00
PARKING OPERATIONS	
METROPOLIS CAPITAL HOLDINGS LL	3,592.79
NORTHERN STATES POWER CO WI	194.04
	3,786.83
PARKING UTILITY	
ENTERPRISE FM TRUST	4,584.74
KONE INC	12,121.65
	16,706.39
PARKS - 2023 BOND FUNDS	
DAKOTA SUPPLY GROUP INC	32,368.00
MAKEPEACE ENGINEERING LLC	1,905.00
MATHY CONSTRUCTION COMPANY	1,508.93
RIVER ARCHITECTS INC	5,707.50
	41,489.43
PARKS - 2024 NOTE FUNDS	
AYRES ASSOCIATES INC	5,237.00
P & T ELECTRIC INC	759.13
	5,996.13
PARKS - 2025 NOTE FUNDS	
LA CROSSE SIGN CO INC	5,925.00
POINT OF BEGINNING INC	7,855.05
	13,780.05
PARKS/REC - AQUATICS	
CARRICO AQUATIC RESOURCES INC	15,605.67
COULEE REGION MECHANICAL CONTR	220.00
DYNAMIC CONCRETE RESURFACING L	1,700.00
FISK INVESTMENTS LLC	280.00
GGI MOTORS	3,307.51
NORTHERN STATES POWER CO WI	508.47
PAULS HEATING & AIR CONDITIONI	246.25
WAYNE D ELLEFSON SR	975.00

WARRANT PUBLICATION LIST

WARRANT RANGE: SP060125 TO SP063025 DATES: 01/01/25 TO 12/31/25

ORG / VENDOR NAME	AMOUNT
	22,842.90
PARKS/REC - FACILITIES	
ACCESS SECURITY INC	170.00
BAN-KOE SYSTEMS INC	394.69
BOB'S LOCK & SAFE INC	60.00
EDWARD F HAMMELL	529.54
JOSHUA R GATES	900.00
KONE INC	7,840.56
MICHAEL J MERCIER	400.00
NORTHERN STATES POWER CO WI	12,410.32
PRAIRIE NURSERY INC	176.15
SCHNEIDER HEATING & AIR CONDIT	780.00
UNIFIRST CORPORATION	197.28
WINONA HEATING & VENTILATING C	5,315.00
	29,173.54
PARKS/REC - FORESTRY	
ZILLMER TREE MANAGEMENT LLC	5,800.00
	5,800.00
PARKS/REC - GEN ADMIN	
LOFFLER COMPANIES INC	138.12
MINNESOTA LIFE INSURANCE COMPA	70.41
	208.53
PARKS/REC - PARKS	
BEST KEPT PORTABLES LLC	1,665.00
CASON LAND & WATER MANAGEMENT	791.90
CODY A MICHEEL	650.00
COUNTY OF LA CROSSE WISCONSIN	596.85
CUSTOM FAB AND MACHINE LLC	1,240.00
FPS OF ONALASKA INC	674.41
GARY THURK	21.50
GREGORY THOMAS FITZSIMMONS	11,272.00
HILLTOPPER REFUSE & RECYCLING	1,279.20
JOHNSON OPS TREE CARE LLC	972.00
LES MANSKE & SONS EXCAVATING &	1,000.00
MICHAEL J MERCIER	2,200.00
NICHOLAS J HEILMAN	2,480.00
NORTHERN STATES POWER CO WI	3,793.15
PLANT PEDDLER INC	7,042.74
PREMIUM WATERS INC	187.88
RIVER CITY LAWNSCAPE INC	312.96
ROLLINS INC	330.00
VERNON ELECTRIC COOPERATIVE IN	288.90
	36,798.49

WARRANT PUBLICATION LIST

WARRANT RANGE: SP060125 TO SP063025 DATES: 01/01/25 TO 12/31/25

ORG / VENDOR NAME	AMOUNT
PARKS/REC - RECREATION	
JOSEPH E CODY	100.00
LAMERS BUS LINES, INC.	935.00
	1,035.00
PARKS/REC BOAT HOUSE	
GARY THURK	4,257.00
GREGORY THOMAS FITZSIMMONS	350.00
THOMAS J PETERSON	2,180.00
	6,787.00
PARKS/REC BOAT LANDING IMPRV	
BEST KEPT PORTABLES LLC	600.00
BOBCAT OF THE COULEE REGION IN	2,075.00
GARY THURK	3,010.00
GLASS SERVICE CENTER INC	401.00
HILLTOPPER REFUSE & RECYCLING	2,686.31
LA CROSSE MAIL & PRINT SOLUTIO	39.69
NICHOLAS J HEILMAN	480.00
NORTHERN STATES POWER CO WI	576.77
RECTRAC LLC	350.00
STEPHEN ROBERGE	1,965.00
T2 SYSTEMS CANADA INC	450.00
TIMOTHY T SPRAIN	300.00
WEYMILLER MARINE INC	6,570.00
	19,503.77
PARKS/REC COPELAND PARK IMPRV	
THOMAS J PETERSON	1,600.00
	1,600.00
PARKS/REC GOLF COURSE	
PLANT PEDDLER INC	2,886.66
	2,886.66
PARKS/REC MYRICK PARK IMPRVMNT	
MICHAEL D VERDICK	4,416.68
MICHAEL J MERCIER	900.00
NICHOLAS J HEILMAN	2,520.00
	7,836.68
PARKS/REC PETTIBONE PARK IMPRV	
BAYCOM INC	4,425.00
GERKE EXCAVATING INC	8,585.09
GREGORY THOMAS FITZSIMMONS	1,176.00
HARTER'S QUICK CLEAN UP SERVIC	2,106.50

WARRANT PUBLICATION LIST

WARRANT RANGE: SP060125 TO SP063025 DATES: 01/01/25 TO 12/31/25

ORG / VENDOR NAME	AMOUNT
NICHOLAS J HEILMAN	4,920.00
	21,212.59
PARKS/REC RIVERSIDE PARK IMPRV	
ALL AMERICAN LUMBER INC	5,103.00
FOWLER & HAMMER INC	9,294.00
GLASS SERVICE CENTER INC	1,476.72
NICHOLAS J HEILMAN	2,160.00
	18,033.72
PARKS/REC SPECIAL OLYMPICS	
READY BUS COMPANY INC	2,408.98
	2,408.98
PARKS/REC STATE GRANTS	
LA CROSSE MAIL & PRINT SOLUTIO	133.10
	133.10
PARKS/REC YOUTH ENRCHMNT ASSOC	
FISK INVESTMENTS LLC	15.00
RITEWAY BUS SERVICE INC	280.60
WAYNE D ELLEFSON SR	1,387.00
	1,682.60
PASSENGER FACILITY CHARGES - R	
LEIBOWITZ AMC INC	9,216.00
	9,216.00
PAYROLL LIABILITIES	
AMALGAMATED TRANSIT UNION 519	2,650.83
CREATIVE FINANCE INC	450.00
FIRE FIGHTERS ASSOCIATION OF L	2,625.00
FIREFIGHTERS CREDIT UNION	9,484.30
GREAT RIVERS UNITED WAY INC	171.00
LA CROSSE PROFESSIONAL POLICE	4,864.50
MARK HARRING	249.12
MINNESOTA LIFE INSURANCE COMPA	18,870.22
MISSIONSQUARE RETIREMENT	118,709.75
STATE OF COLORADO	646.14
STATE OF MINNESOTA	730.02
STATE OF WI DEPT OF CHILDREN A	4,290.98
STATE OF WI DEPT OF EMPLOYEE T	1,459,829.62
STATE OF WISCONSIN	134,822.88
UNITED STATES TREASURY	716,302.65
	2,474,697.01

WARRANT PUBLICATION LIST

WARRANT RANGE: SP060125 TO SP063025 DATES: 01/01/25 TO 12/31/25

ORG / VENDOR NAME	AMOUNT
PLANNING - 2024 NOTE FUNDS	
COMMUNITY CLIMATE SOLUTIONS	1,575.00
DECKER SUPPLY CO INC	2,380.00
	3,955.00
PLANNING - 2025 NOTE FUNDS	
SHORT ELLIOTT HENDRICKSON INC	23,899.59
WI DEPT OF TRANSPORTATION	811.01
	24,710.60
PLANNING - AFFORDABLE HOUSING	
CINNAIRE SOLUTIONS CORP	110,000.00
	110,000.00
PLANNING TID APPLICATION FEES	
EHLERS & ASSOCIATES	3,583.75
	3,583.75
PLANNING/BUILDING & INSPECTION	
LOFFLER COMPANIES INC	27.23
MINNESOTA LIFE INSURANCE COMPA	34.32
	61.55
PLANNING/DEVELOPMENT-ASSESSMEN	
COSTAR REALTY INFORMATION INC	430.00
MINNESOTA LIFE INSURANCE COMPA	22.50
	452.50
PLANNING/DEVELOPMENT-GEN ADMIN	
ANDREA TRANE	550.20
GREGORY THOMAS FITZSIMMONS	300.00
JOHNSON CONTROLS INC	26,749.00
LOFFLER COMPANIES INC	14.25
MINNESOTA LIFE INSURANCE COMPA	25.55
NORTHERN STATES POWER CO WI	95.53
PALE BLUE DOT LLC	900.00
PAUL NICHOLAS	1,012.00
	29,646.53
POLICE - 2024 NOTE FUNDS	
1ST BUSINESS SOLUTIONS INC	1,173.35
ERGOTECH CONTROLS INC	3,392.58
	4,565.93

WARRANT PUBLICATION LIST

WARRANT RANGE: SP060125 TO SP063025 DATES: 01/01/25 TO 12/31/25

ORG / VENDOR NAME	AMOUNT
POLICE - GEN ADMIN	
AARON WESTPFAHL	32.09
BAYCOM INC	4,090.00
BOB'S LOCK & SAFE INC	85.00
BRADFORD SYSTEMS COR	2,762.50
COLTON WHARTON	235.96
CORY BRANDL	12.92
DONIVAN TIGHE	124.50
HAYDEN HALVERSON	212.76
IQ DATA SYSTEMS	131.00
JAMIE SANDERS	10,200.00
JESSE COTTO	97.62
JONI MARIE KREPLINE	8,624.95
JOSHUA R GATES	775.00
KIESLER POLICE SUPPLY INC	25.00
KISH & SONS ELECTRIC INC	452.00
LA CROSSE BASEBALL LLC	500.00
LOFFLER COMPANIES INC	186.58
MINNESOTA LIFE INSURANCE COMPA	302.09
MOTORSPORTS MANAGEMENT SERVICE	550.00
NATHAN SELCK	268.46
NORTHERN STATES POWER CO WI	452.89
PERSONNEL EVALUATION INC	60.00
RANDALL P JENSON	478.00
ROLLINS INC	77.00
ROSE CITY LABEL COMPANY	382.00
SCHNEIDER WINDOW COVERING INC	3,750.00
STREICHER'S INC	1,671.44
T MOBILE USA INC	630.00
TAD D MEDDAUGH	4,371.00
TIMECLOCK PLUS LLC	3,375.00
TRENTON BOWE	259.60
UNITED STATES CELLULAR CORPORA	400.85
VERNON ELECTRIC COOPERATIVE IN	51.85
WHITNEY HUGHES	146.53
WINONA HEATING & VENTILATING C	177.18
	45,951.77
POLICE DRUG INVESTIGATION	
CALLYO 2009 CORP	1,273.33
	1,273.33
POLICE GRANT	
NEW HORIZONS SHELTER & OUTREAC	3,571.00
	3,571.00
POLICE RESERVE PROGRAM	
STREICHER'S INC	550.00

WARRANT PUBLICATION LIST

WARRANT RANGE: SP060125 TO SP063025 DATES: 01/01/25 TO 12/31/25

ORG / VENDOR NAME	AMOUNT
	550.00
POLICE REVOLVING RESTITUTION	
MAYO CLINIC HEALTH SYSTEM	150.00
	150.00
POLICE VEST CONTRIBUTION	
BLUESTONE SAFETY PRODUCTS INC	24,771.95
	24,771.95
PUMPING	
BRIGHTSPEED HOLDING LLC	30.62
GREGORY THOMAS FITZSIMMONS	90.00
NORTHERN STATES POWER CO WI	37,369.58
UNITED STATES CELLULAR CORPORA	248.86
VERNON ELECTRIC COOPERATIVE IN	352.76
	38,091.82
REAL ESTATE & PERSONAL PROP TX	
LA CROSSE COUNTY TREASURER	1,006,856.19
SCHOOL DISTRICT OF LA CROSSE	3,035,837.23
SCHOOL DISTRICT OF ONALASKA	37,147.93
TREASURER REFUNDS	16,034.99
WESTERN TECHNICAL COLLEGE	407,676.52
	4,503,552.86
SEWER COLLECTION	
CENTURY FENCE COMPANY	3,640.00
	3,640.00
SOLIDS DISPOSAL	
DONALD E NUMSEN	450.00
LA CROSSE COUNTY SOLID WASTE D	2,885.35
	3,335.35
SP ASSIGNED BUDGET CARRYOVER	
ENGBERG ANDERSON INC	1,356.17
LTC IT SOLUTIONS INC	10,533.00
	11,889.17
SPECIAL ASSESSMENTS - ADMIN	
BROCK BORCHARDT	2,460.00
	2,460.00

WARRANT PUBLICATION LIST

WARRANT RANGE: SP060125 TO SP063025 DATES: 01/01/25 TO 12/31/25

ORG / VENDOR NAME	AMOUNT
SPECIAL ASSIGNED	
CALLYO 2009 CORP	2,546.67
	2,546.67
STORM COLLECTION	
LA CROSSE COUNTY SOLID WASTE D	2,565.86
TIMOTHY T SPRAIN	574.00
TOMAH ENVIRONMENTAL CONTRACTOR	11,707.74
	14,847.60
STORM WATER UTILITY	
AMERICAN PUBLIC WORKS ASSOCIAT	91.54
	91.54
STREETS - 2023 BOND FUNDS	
GERKE EXCAVATING INC	47,666.70
WSP USA INC	20,234.81
	67,901.51
STREETS - 2024 NOTE FUNDS	
ALFRED BENESCH & COMPANY	2,495.90
CHIPPEWA CONCRETE SERVICES INC	50,185.88
GERKE EXCAVATING INC	24,086.75
MATHY CONSTRUCTION COMPANY	4,499.52
REXEL USA INC	8,501.00
SHORT ELLIOTT HENDRICKSON INC	3,172.51
WSP USA INC	18,633.10
	111,574.66
STREETS - 2025 NOTE FUNDS	
DE BAUCHE TRUCK & DIESEL INC	107,902.50
FOWLER & HAMMER INC	30,437.94
REXEL USA INC	87,699.00
WI DEPT OF TRANSPORTATION	828.52
	226,867.96
TERMINAL OPERATIONS	
BAN-KOE SYSTEMS INC	269.00
BERNIE J BUCHNER INC	576.78
BUREAU VERITAS NTNL ELEVATOR I	363.00
GGI MOTORS	97.50
NORTHERN STATES POWER CO WI	13,235.91
V-DRIVE WAKESPORTS LLC	400.00
WINONA HEATING & VENTILATING C	130.00

WARRANT PUBLICATION LIST

WARRANT RANGE: SP060125 TO SP063025 DATES: 01/01/25 TO 12/31/25

ORG / VENDOR NAME	AMOUNT
	15,072.19
TRANSFERS	
NORTHERN STATES POWER CO WI	91.80
VERNON ELECTRIC COOPERATIVE IN	7.50
	99.30
TRANSMISSION & DISTRIBUTION	
GERKE EXCAVATING INC	23,327.75
HYDROCORPS LLC	12,250.00
LA CROSSE COUNTY SOLID WASTE D	912.05
LES MANSKE & SONS EXCAVATING &	510.00
NORTHERN STATES POWER CO WI	112.92
PLAY DESIGN SCAPES INC	6,680.00
	43,792.72
WASTE WATER UTILITY	
AMERICAN PUBLIC WORKS ASSOCIAT	91.53
EMD MILLIPORE CORP	2,111.00
ENTERPRISE FM TRUST	1,885.13
	4,087.66
WATER TREATMENT	
DAVY ENGINEERING CO INC	3,572.00
HAWKINS INC	7,942.83
UNIVERSITY OF WISCONSIN SYSTEM	31.00
	11,545.83
WATER UTILITY	
AMERICAN PUBLIC WORKS ASSOCIAT	146.46
CORE & MAIN LP	20,210.80
ENTERPRISE FM TRUST	4,933.74
FERGUSON US HOLDINGS INC	5,540.00
LEICA GEOSYSTEMS INC	13,577.05
	44,408.05
WWU - 2024 BOND FUNDS	
GERKE EXCAVATING INC	175,741.59
US BANK NATL ASSOC	500.00
VISU-SEWER LLC	80,507.45
	256,749.04
TOTAL	15,073,955.94

** END OF REPORT - Generated by Nolte, Brent **

ORG	VENDOR #	VENDOR NAME	AMOUNT
100	20,768	FIRESIDE - BOX OFFIC	42.00
640	20,768	FARRELL EQUIPMENT&SU	7,900.00
640	20,768	NATIONAL PRIDE EQUIP	4,528.36
800	20,768	516 AUTO VALUE - LA	28.48
800	20,768	516 AUTO VALUE - LA	56.42
800	20,768	516 AUTO VALUE - LA	39.82
800	20,768	516 AUTO VALUE - LA	56.42
800	20,768	516 AUTO VALUE - LA	30.98
800	20,768	516 AUTO VALUE - LA	10.66
800	20,768	516 AUTO VALUE - LA	171.06
800	20,768	516 AUTO VALUE - LA	39.68
800	20,768	516 AUTO VALUE - LA	28.33
800	20,768	516 AUTO VALUE - LA	107.80
800	20,768	516 AUTO VALUE - LA	34.04
800	20,768	516 AUTO VALUE - LA	26.12
800	20,768	ACE OF LA CROSSE	127.01
800	20,768	AMAZON MKTPL*NW5W07Y	455.53
800	20,768	AMAZON RETA* N63XX1W	114.24
800	20,768	CONSOLIDATED ENERGY	181.90
800	20,768	CONSOLIDATED ENERGY	88.35
800	20,768	CONSOLIDATED ENERGY	38.65
800	20,768	FACTORY MOTOR PARTS	59.84
800	20,768	FACTORY MOTOR PARTS	43.86
800	20,768	GOODYEAR AUTO SRV CT	1,168.00
800	20,768	GOODYEAR AUTO SRV CT	1,168.00
800	20,768	GRAINGER	30.45
800	20,768	IMPERIAL SUPPLIES	81.00
800	20,768	IMPERIAL SUPPLIES	85.00
800	20,768	KIMBALL MIDWEST PAYE	174.87
800	20,768	MACQUEEN EMERG/EQUIP	446.88
800	20,768	MAGID GLOVE	299.25
800	20,768	PETERBILT OF LACROSS	139.42
800	20,768	PETERBILT OF LACROSS	61.11
800	20,768	PETERBILT OF LACROSS	167.76
800	20,768	POMP S TIRE #018	14,444.16
800	20,768	SAFE-FAST (LAX)	191.34
800	20,768	SAFE-FAST (LAX)	303.51
800	20,768	SAFE-FAST (LAX)	70.89
800	20,768	SAFE-FAST (LAX)	454.62
800	20,768	SAFE-FAST (LAX)	565.85
800	20,768	SAFE-FAST (LAX)	570.24
800	20,768	SAFE-FAST (LAX)	976.95
800	20,768	SAFE-FAST (LAX)	1,171.80
800	20,768	SAFE-FAST (LAX)	1,466.40
800	20,768	SCHILLING SUPPLY COM	3,998.56
800	20,768	SHERWIN INDUSTRIES	178.58
800	20,768	STAPLES 003467	78.04
800	20,768	TITAN MACHINERY - LA	165.61

ORG	VENDOR #	VENDOR NAME	AMOUNT
800	20,768	WISCONSIN KENWORTH -	378.00
800	20,768	WISCONSIN KENWORTH -	219.53
800	20,768	ZEP PRODUCTS	256.59
800	20,768	ZORO TOOLS INC	428.12
800	20,768	ZORO TOOLS INC	32.37
1000210	20,768	CENTURYLINK LUMEN	5.07
1000210	20,768	DOJ EPAY RECORDS CHE	7.00
1000210	20,768	GOVERNMENT FINANCE O	50.00
1000210	20,768	GOVERNMENT FINANCE O	595.00
1000210	20,768	LA CROSSE MAIL & PRI	27.78
1000210	20,768	MO STATE HWY PATROL	15.00
1000210	20,768	MO STATE HWY PATROL	0.55
1000210	20,768	VERIZONWRLSS*RTCCR V	37.49
1000225	20,768	AMAZON MKTPL*NI05794	35.69
1000225	20,768	AMAZON MKTPLACE PMTS	-7.99
1000225	20,768	LA CROSSE MAIL & PRI	0.94
1000310	20,768	AMAZON MKTPL*N62WV6C	6.98
1000310	20,768	CENTURYLINK LUMEN	3.90
1000310	20,768	LA CROSSE MAIL & PRI	1.74
1000310	20,768	LEXISNEXIS RISK SOL	150.00
1000310	20,768	THOMSON WEST*TCD	886.57
1000310	20,768	VERIZONWRLSS*RTCCR V	228.01
1000410	20,768	AMAZON MARK* NW1MH6S	53.30
1000410	20,768	CENTURYLINK LUMEN	2.19
1000410	20,768	COLUMN PUBLIC NOTICE	75.63
1000410	20,768	COLUMN PUBLIC NOTICE	45.15
1000410	20,768	COLUMN PUBLIC NOTICE	43.04
1000410	20,768	COLUMN PUBLIC NOTICE	56.71
1000410	20,768	COLUMN PUBLIC NOTICE	317.38
1000410	20,768	COLUMN PUBLIC NOTICE	149.63
1000410	20,768	COLUMN PUBLIC NOTICE	115.77
1000410	20,768	COLUMN PUBLIC NOTICE	174.09
1000410	20,768	COLUMN PUBLIC NOTICE	170.33
1000410	20,768	COLUMN PUBLIC NOTICE	383.35
1000410	20,768	COLUMN PUBLIC NOTICE	169.18
1000410	20,768	COLUMN PUBLIC NOTICE	83.78
1000410	20,768	COLUMN PUBLIC NOTICE	44.10
1000410	20,768	COLUMN PUBLIC NOTICE	285.10
1000410	20,768	COLUMN PUBLIC NOTICE	49.35
1000410	20,768	COLUMN PUBLIC NOTICE	281.32
1000410	20,768	COLUMN PUBLIC NOTICE	83.78
1000410	20,768	COLUMN PUBLIC NOTICE	281.32
1000410	20,768	COLUMN PUBLIC NOTICE	266.28
1000410	20,768	COLUMN PUBLIC NOTICE	283.22
1000410	20,768	COLUMN PUBLIC NOTICE	279.44
1000410	20,768	COLUMN PUBLIC NOTICE	279.44
1000410	20,768	LA CROSSE MAIL & PRI	31.62
1000410	20,768	LEE ENT ADVERTISING	1,198.19

ORG	VENDOR #	VENDOR NAME	AMOUNT
1000410	20,768	WMCA	235.00
1000415	20,768	LA CROSSE MAIL & PRI	41.00
1000510	20,768	LEAGUE OF WISCONSIN	300.00
1000510	20,768	LEAGUE OF WISCONSIN	300.00
1000510	20,768	LEAGUE OF WISCONSIN	300.00
1000510	20,768	LEAGUE OF WISCONSIN	300.00
1000510	20,768	LEAGUE OF WISCONSIN	300.00
1000610	20,768	AMAZON MARK* NI7PU3B	5.86
1000610	20,768	AMAZON MARK* NN6B88Z	41.70
1000610	20,768	AMAZON MARK* NZ42G3T	10.68
1000610	20,768	AMAZON MKTPL*NZ0JJ9T	19.99
1000610	20,768	AMAZON MKTPL*NZ4CX8L	72.60
1000610	20,768	AMAZON RETA* NZ6PX64	9.89
1000610	20,768	CENTURYLINK LUMEN	2.48
1000610	20,768	FESTIVAL FOODS	11.69
1000610	20,768	LEAGUE OF WISCONSIN	300.00
1000610	20,768	VERIZONWRLSS*RTCCR V	200.68
1000710	20,768	AMAZON RETA* NH94L80	10.06
1000710	20,768	CENTURYLINK LUMEN	1.87
1000710	20,768	LA CROSSE MAIL & PRI	25.93
1000810	20,768	1PASSWORD	16.20
1000810	20,768	ACIBRIGHTSPEED	1,166.48
1000810	20,768	ACIBRIGHTSPEED	8.95
1000810	20,768	AMAZON MARK* NH3ZZ77	29.78
1000810	20,768	AMAZON MARK* NW3RX44	53.93
1000810	20,768	AMAZON MARK* NZ4XT8W	109.77
1000810	20,768	AMAZON MARK* NZ4XT8W	56.07
1000810	20,768	AMAZON MKTPLACE PMTS	-63.80
1000810	20,768	AMAZON MKTPLACE PMTS	-63.80
1000810	20,768	AMAZON MKTPLACE PMTS	-63.80
1000810	20,768	AMAZON MKTPLACE PMTS	-63.80
1000810	20,768	AMAZON MKTPLACE PMTS	-63.80
1000810	20,768	AMAZON RETA* NH7SH8T	20.52
1000810	20,768	AMAZON RETA* NN16G0T	27.16
1000810	20,768	CDW GOVT #ANNUAL MIC	217,092.39
1000810	20,768	CDW GOVT #CWIDE - VE	45,829.73
1000810	20,768	CENTURYLINK LUMEN	8.89
1000810	20,768	PADDLE.NET* APPS365	600.00
1000810	20,768	SRFAX 866-554-0263	60.60
1000810	20,768	VERIZONWRLSS*RTCCR V	157.53
1000810	20,768	VERIZONWRLSS*RTCCR V	72.02
1000810	20,768	WILDWESTHAC	1,150.00
1000810	20,768	ZOOM.COM 888-799-966	26.52
1000910	20,768	AMAZON MKTPL*NB52S1D	84.49
1000910	20,768	AMAZON MKTPL*NN0XB3O	28.72
1000910	20,768	CENTURYLINK LUMEN	6.55
1000910	20,768	DOJ EPAY RECORDS CHE	7.00
1000910	20,768	DOJ EPAY RECORDS CHE	7.00

ORG	VENDOR #	VENDOR NAME	AMOUNT
1000910	20,768	HILTON GARDEN INN GR	196.00
1000910	20,768	IDENTISYS INCORPORAT	937.31
1000910	20,768	LA CROSSE MAIL & PRI	1.21
1000910	20,768	MED*GUNDERSEN LUTHER	80.00
1000910	20,768	UWLAX - HANDSHAKE	295.00
1000910	20,768	VERIZONWRLSS*RTCCR V	37.49
1000910	20,768	VON BRIESEN & ROPER	328.50
1000910	20,768	VON BRIESEN & ROPER	3,321.50
1002010	20,768	ACE OF LA CROSSE	42.19
1002010	20,768	ADVERTISING CONCEPTS	125.00
1002010	20,768	AMAZON MKTPL*N64KD6K	10.00
1002010	20,768	AMAZON MKTPL*N65BD7H	54.98
1002010	20,768	AMAZON MKTPL*NB7X736	187.20
1002010	20,768	AMAZON MKTPL*NI08T97	74.08
1002010	20,768	AMAZON MKTPL*NN3BT5M	17.80
1002010	20,768	AMAZON MKTPL*NN3XC0T	73.57
1002010	20,768	AMAZON MKTPL*NW0RE7Q	52.37
1002010	20,768	AMAZON MKTPL*NZ5JE1Z	74.40
1002010	20,768	AMAZON MKTPL*NZ6C49U	5.79
1002010	20,768	AMAZON.COM*NI0L24KH0	6.39
1002010	20,768	AMAZON.COM*NW25T9801	37.99
1002010	20,768	AMAZON.COM*NZ4ZV0OK2	40.00
1002010	20,768	AT&T BILL PAYMENT	458.14
1002010	20,768	AT&T BILL PAYMENT	446.39
1002010	20,768	BOB'S LOCK AND SAFE	10.00
1002010	20,768	CENTURYLINK LUMEN	53.95
1002010	20,768	COUSINS SUBS #1229	13.79
1002010	20,768	COUSINS SUBS #1229	15.37
1002010	20,768	CULVERS OF PLEASANT	11.59
1002010	20,768	DAHL AUTOMOTIVE	1,363.79
1002010	20,768	DAHL AUTOMOTIVE	27.28
1002010	20,768	DOJ EPAY RECORDS CHE	6,349.00
1002010	20,768	DOJ WS2 EVA EPAY SAL	50.00
1002010	20,768	DOJ WS2 EVA EPAY SRV	1.00
1002010	20,768	DOUBLETREE BY HILTON	520.00
1002010	20,768	EBERLESTOCK	238.68
1002010	20,768	FREIGHTQUOTE BY CH R	163.14
1002010	20,768	GALLS	97.08
1002010	20,768	GDP*ISANTIFLORAL.INF	69.74
1002010	20,768	GDP*ISANTIFLORAL.INF	-4.79
1002010	20,768	GIORDANOS OF KENOSHA	26.59
1002010	20,768	HILTON GARDEN INN GR	196.00
1002010	20,768	HYATT REGENCY MCCORM	523.22
1002010	20,768	IN *SIGN PRO OF LA C	140.00
1002010	20,768	JIMMY JOHNS - 417	1,239.00
1002010	20,768	KWIK TRIP #1270	9.85
1002010	20,768	KWIK TRIP #184	14.19
1002010	20,768	KWIK TRIP #296	50.69

ORG	VENDOR #	VENDOR NAME	AMOUNT
1002010	20,768	KWIK TRIP #827	23.00
1002010	20,768	KWIK TRIP #971	42.67
1002010	20,768	LA CROSSE MAIL & PRI	17.96
1002010	20,768	LONGHORN STEAK 01256	26.10
1002010	20,768	MAYO CLINIC MYCHART	240.00
1002010	20,768	MCDONALD'S F4251	8.22
1002010	20,768	MENARDS LA CROSSE WI	20.26
1002010	20,768	NAPA STORE 3388506	19.16
1002010	20,768	NORTH AMERICAN RESCU	1,483.44
1002010	20,768	POCKETPRESS	854.33
1002010	20,768	PROPIO LANGUAGE SERV	15.47
1002010	20,768	RAISING CANES 0949	18.24
1002010	20,768	SCHLOTZSKYS #1940	14.87
1002010	20,768	SHERATON MILWAUKEE B	206.00
1002010	20,768	SHUTTERFLY, INC.	160.00
1002010	20,768	SIRCHIE ACQUISITION	73.15
1002010	20,768	SQ *DON'S TOWING AND	605.00
1002010	20,768	SQ *FIFTH AVENUE AWA	253.75
1002010	20,768	SQ *NATIONAL TACTICA	801.00
1002010	20,768	SQ *SOUTHEAST LOCK S	35.39
1002010	20,768	SQ *SOUTHEAST LOCK S	35.39
1002010	20,768	SYMBOLARTS LLC	578.00
1002010	20,768	TLO TRANSUNION	431.24
1002010	20,768	TREZOR.IO ORDER 1741	79.00
1002010	20,768	TST*STADIUM VIEW	20.43
1002010	20,768	UPS*BILLING CENTER	7.18
1002010	20,768	UPS*BILLING CENTER	20.72
1002010	20,768	UPS*BILLING CENTER	30.15
1002010	20,768	UPS*BILLING CENTER	55.74
1002010	20,768	UPS*BILLING CENTER	7.18
1002010	20,768	UPS*BILLING CENTER	24.41
1002010	20,768	UPS*BILLING CENTER	9.90
1002010	20,768	USPS PO 5644390083	5.35
1002010	20,768	UW TS PARKING RAMP E	6.00
1002010	20,768	VERIZONWRLSS*RTCCR V	108.21
1002010	20,768	VERIZONWRLSS*RTCCR V	1,015.84
1002010	20,768	VERIZONWRLSS*RTCCR V	1,038.95
1002010	20,768	VON BRIESEN & ROPER	109.50
1002110	20,768	AMAZON MKTPL*NH81785	26.68
1002110	20,768	AMAZON MKTPL*NH8KR4O	132.00
1002110	20,768	AMAZON MKTPL*NN9FW9C	39.50
1002110	20,768	CENTURYLINK LUMEN	10.22
1002110	20,768	JOANN STORES #2478	17.97
1002110	20,768	KWIK TRIP #762	22.99
1002110	20,768	LA CROSSE MAIL & PRI	0.07
1002110	20,768	MICHAELS #9490	1.16
1002110	20,768	MICHAELS #9490	5.48
1002110	20,768	VERIZONWRLSS*RTCCR V	192.03

ORG	VENDOR #	VENDOR NAME	AMOUNT
1002110	20,768	VERIZONWRLSS*RTCCR V	133.06
1002110	20,768	VERIZONWRLSS*RTCCR V	596.65
1002110	20,768	VERIZONWRLSS*RTCCR V	560.30
1002120	20,768	ARBYS 6984	12.02
1002120	20,768	BEST KEPT PORTABLES	90.00
1002120	20,768	CIRCLE K # 01408	71.26
1002120	20,768	CULVERS OF NEIL ST	24.62
1002120	20,768	DOUBLETREE PHNX TEMP	593.15
1002120	20,768	DOUBLETREE PHNX TEMP	593.15
1002120	20,768	GUND CONTINUING MED	50.00
1002120	20,768	GUND CONTINUING MED	50.00
1002120	20,768	HI STEVENS POINT CON	392.00
1002120	20,768	HILTON GARDEN INN GR	208.00
1002120	20,768	KFC G135781	21.10
1002120	20,768	KWIK TRIP #763	39.95
1002120	20,768	LEVY@2AZ DBACKS CONC	37.02
1002120	20,768	MCDONALD'S F ADLO	11.88
1002120	20,768	PHO EVER 21	27.43
1002120	20,768	PHO EVER 21	0.96
1002120	20,768	SQ *BLACK DOG SMOKE	74.78
1002120	20,768	SQ *MAMA MAI'S NOODL	32.73
1002120	20,768	THE STOCKYARDS	78.75
1002120	20,768	TOWNEPLACE SUITES	224.52
1002120	20,768	TST* BUFFALO SPOT -	36.94
1002120	20,768	TST*STADIUM VIEW	19.11
1002125	20,768	AIRGAS - NORTH	388.13
1002125	20,768	AIRGAS - NORTH	198.08
1002125	20,768	AMAZON MKTPL*NA6X40H	13.89
1002125	20,768	AMAZON MKTPL*NZ3PO82	110.36
1002125	20,768	AMAZON MKTPLACE PMTS	-25.70
1002125	20,768	AMERICAN HEART SHOPC	182.52
1002125	20,768	AMERICAN HEART SHOPC	154.40
1002125	20,768	AMERICAN HEART SHOPC	182.52
1002125	20,768	BATTERIES PLUS 860	183.76
1002125	20,768	TWILIO INC	90.04
1002130	20,768	516 AUTO VALUE - LA	99.30
1002130	20,768	516 AUTO VALUE - LA	22.47
1002130	20,768	AMAZON MKTPL*NH38V29	34.79
1002130	20,768	AMAZON MKTPL*NH9HP4N	24.08
1002130	20,768	AMAZON MKTPL*NW57H79	48.09
1002130	20,768	AMAZON MKTPL*NW9GH47	135.00
1002130	20,768	AMAZON MKTPL*NZ9LT61	132.00
1002130	20,768	BLOOMFIELD MANUFACTU	23.46
1002130	20,768	DEBAUCHE TRUCK & DIE	329.03
1002130	20,768	GRAINGER	26.70
1002130	20,768	KEN S SMALL ENGINES	149.53
1002130	20,768	KIMBALL MIDWEST PAYE	281.68
1002130	20,768	KWIK TRIP #761	8.25

ORG	VENDOR #	VENDOR NAME	AMOUNT
1002130	20,768	KWIK TRIP #761	21.01
1002130	20,768	LA CROSSE GLASS COMP	72.00
1002130	20,768	MENARDS LA CROSSE WI	3.96
1002130	20,768	MENARDS LA CROSSE WI	53.96
1002130	20,768	MENARDS LA CROSSE WI	142.61
1002130	20,768	MENARDS LA CROSSE WI	82.52
1002130	20,768	MENARDS LA CROSSE WI	31.32
1002130	20,768	MENARDS LA CROSSE WI	62.46
1002130	20,768	MENARDS LA CROSSE WI	15.95
1002130	20,768	MENARDS LA CROSSE WI	74.04
1002130	20,768	MIDWEST TV & APPLIAN	36.99
1002130	20,768	O'REILLY 4764	13.99
1002130	20,768	POMP S TIRE #018	5,299.70
1002130	20,768	WYATT BICYCLES	114.20
1003010	20,768	AMAZON MKTPL*N23OR0R	28.61
1003010	20,768	CENTURYLINK LUMEN	5.85
1003010	20,768	UPS*BILLING CENTER	10.17
1003015	20,768	ADVERTISING CONCEPTS	242.00
1003015	20,768	AMAZON MKTPL*N60EH5V	40.38
1003015	20,768	AMAZON MKTPL*N68N17Q	23.08
1003015	20,768	AMAZON MKTPL*NH6VC55	9.99
1003015	20,768	AMAZON MKTPL*NN21I7Z	35.41
1003015	20,768	AMAZON MKTPL*NN4RX3N	52.70
1003015	20,768	AMAZON MKTPL*NZ23D9P	20.13
1003015	20,768	AMAZON MKTPL*NZ4BQ4O	75.07
1003015	20,768	AMAZON MKTPLACE PMTS	-14.99
1003015	20,768	CENTURYLINK LUMEN	13.66
1003015	20,768	DOJ EPAY RECORDS CHE	7.00
1003015	20,768	DOJ EPAY RECORDS CHE	7.00
1003015	20,768	DSPS E SERVICE FEE R	0.90
1003015	20,768	DSPS E SERVICE FEE R	0.90
1003015	20,768	DSPS E SERVICE FEE R	0.90
1003015	20,768	DSPS E SERVICE FEE R	0.90
1003015	20,768	DSPS E SERVICE FEE R	0.90
1003015	20,768	DSPS E SERVICE FEE R	0.90
1003015	20,768	LA CROSSE MAIL & PRI	16.01
1003015	20,768	MED*GUNDERSEN LUTHER	40.00
1003015	20,768	STAPLES	96.60
1003015	20,768	USCELL RECURRING	39.57
1003015	20,768	VERIZONWRLSS*RTCCR V	376.22
1003015	20,768	VERIZONWRLSS*RTCCR V	176.15
1003015	20,768	WI CODE UPDATES	40.00
1003015	20,768	WI DSPS LICENSURE	40.00
1003015	20,768	WI DSPS LICENSURE	40.00
1003015	20,768	WI DSPS LICENSURE	40.00
1003015	20,768	WI DSPS LICENSURE	40.00
1003015	20,768	WI DSPS LICENSURE	40.00
1003015	20,768	WI DSPS LICENSURE	40.00

ORG	VENDOR #	VENDOR NAME	AMOUNT
1003045	20,768	CENTURYLINK LUMEN	4.55
1003045	20,768	LA CROSSE MAIL & PRI	8.38
1003045	20,768	PAYPAL *WAAO WAAO	62.00
1003310	20,768	AMAZON MKTPL*N63AR4C	5.09
1003310	20,768	AMAZON MKTPL*NZ0XW95	72.50
1003310	20,768	AMAZON MKTPL*NZ6MD52	26.99
1003310	20,768	AMAZON.COM*NZ73X9AO1	33.88
1003310	20,768	BOOT BARN #341	135.99
1003310	20,768	CENTURYLINK LUMEN	7.86
1003310	20,768	DELTA 00623354	398.48
1003310	20,768	DELTA 00623355	378.48
1003310	20,768	DELTA AIR SEAT FEE	44.99
1003310	20,768	HALFMOON EDUCATION	339.00
1003310	20,768	HALFMOON EDUCATION	339.00
1003310	20,768	HALFMOON EDUCATION	339.00
1003310	20,768	HERTZ CAR RENTAL	209.98
1003310	20,768	KWIK TRIP #762	12.00
1003310	20,768	LA CROSSE MAIL & PRI	3.89
1003310	20,768	MED*GUNDERSEN LUTHER	42.00
1003310	20,768	MENARDS LA CROSSE WI	225.96
1003310	20,768	MENARDS LA CROSSE WI	33.17
1003310	20,768	METALS DEPOT	98.40
1003310	20,768	QP* LEICAGEOSY	49.57
1003310	20,768	QP* LEICAGEOSY	-2.58
1003310	20,768	RED WING SHOES #721	260.99
1003310	20,768	ROGANS SHOE STATION	298.49
1003310	20,768	ROGANS SHOE STATION	-41.00
1003310	20,768	SAFE-FAST (LAX)	912.40
1003310	20,768	UPS*BILLING CENTER	8.74
1003310	20,768	VERIZONWRLSS*RTCCR V	133.04
1003310	20,768	VERIZONWRLSS*RTCCR V	645.67
1003415	20,768	36 FABICK LC	4.07
1003415	20,768	36 FABICK LC	6.92
1003415	20,768	36 FABICK LC	4.06
1003415	20,768	3M CREDIT	2,475.00
1003415	20,768	516 AUTO VALUE - LA	11.99
1003415	20,768	516 AUTO VALUE - LA	8.98
1003415	20,768	516 AUTO VALUE - LA	9.98
1003415	20,768	516 AUTO VALUE - LA	15.90
1003415	20,768	516 AUTO VALUE - LA	5.49
1003415	20,768	516 AUTO VALUE - LA	25.99
1003415	20,768	516 AUTO VALUE - LA	-72.22
1003415	20,768	516 AUTO VALUE - LA	12.45
1003415	20,768	516 AUTO VALUE - LA	-7.49
1003415	20,768	516 AUTO VALUE - LA	-76.40
1003415	20,768	516 AUTO VALUE - LA	11.98
1003415	20,768	516 AUTO VALUE - LA	-70.55
1003415	20,768	516 AUTO VALUE - LA	45.99

ORG	VENDOR #	VENDOR NAME	AMOUNT
1003415	20,768	516 AUTO VALUE - LA	98.01
1003415	20,768	516 AUTO VALUE - LA	10.00
1003415	20,768	516 AUTO VALUE - LA	36.00
1003415	20,768	516 AUTO VALUE - LA	5.41
1003415	20,768	516 AUTO VALUE - LA	10.28
1003415	20,768	516 AUTO VALUE - LA	13.23
1003415	20,768	516 AUTO VALUE - LA	44.78
1003415	20,768	516 AUTO VALUE - LA	12.99
1003415	20,768	516 AUTO VALUE - LA	83.99
1003415	20,768	516 AUTO VALUE - LA	16.48
1003415	20,768	516 AUTO VALUE - LA	15.98
1003415	20,768	516 AUTO VALUE - LA	-108.95
1003415	20,768	ACE OF LA CROSSE	1.06
1003415	20,768	AIRGAS LLC - NORTH N	58.86
1003415	20,768	AIRGAS LLC - NORTH N	102.46
1003415	20,768	AMAZON MKTPL*N671B8J	39.95
1003415	20,768	AMAZON MKTPL*NA10214	80.85
1003415	20,768	AMAZON MKTPL*NA2QO7N	130.81
1003415	20,768	AMAZON MKTPL*NB9U18D	22.09
1003415	20,768	AMAZON MKTPL*NB9U18D	8.13
1003415	20,768	AMAZON MKTPL*NH1DB2P	15.99
1003415	20,768	AMAZON MKTPL*NH3WH4L	93.97
1003415	20,768	AMAZON MKTPL*NI8MZ99	9.89
1003415	20,768	AMAZON MKTPL*NN13D1I	139.85
1003415	20,768	AMAZON MKTPL*NN3BP33	11.39
1003415	20,768	AMAZON MKTPL*NW06L0A	18.18
1003415	20,768	AMAZON MKTPLACE PMTS	-39.95
1003415	20,768	AMAZON.COM*NH94A8131	4.70
1003415	20,768	AMAZON.COM*NN1LM0A21	20.21
1003415	20,768	AMAZON.COM*NW7Q949K2	28.02
1003415	20,768	BERNIE BUCHNER PLUMB	10,901.00
1003415	20,768	BEST KEPT PORTABLES	40.00
1003415	20,768	BEST KEPT PORTABLES	40.00
1003415	20,768	CENTURYLINK LUMEN	15.15
1003415	20,768	COAST INDUS	473.36
1003415	20,768	DAHL AUTOMOTIVE	1.25
1003415	20,768	DAHL FORD	0.06
1003415	20,768	DECKER SUPPLY CO INC	58.65
1003415	20,768	DOJ EPAY RECORDS CHE	7.00
1003415	20,768	FACTORY MOTOR PARTS	300.18
1003415	20,768	FACTORY MOTOR PARTS	-300.18
1003415	20,768	FACTORY MOTOR PARTS	6.05
1003415	20,768	FARRELL EQUIPMENT&SU	93.92
1003415	20,768	FESTIVAL FOODS	260.00
1003415	20,768	FESTIVAL FOODS	34.44
1003415	20,768	FIRELINE SPRINKLER L	2,220.00
1003415	20,768	FREEDOM RACING TOOL	99.02
1003415	20,768	GEXPRO 7535	56.97

ORG	VENDOR #	VENDOR NAME	AMOUNT
1003415	20,768	GORDON ELECTRIC SUPP	651.66
1003415	20,768	GRAINGER	10.04
1003415	20,768	HALLMAN LINDSAY PAIN	329.78
1003415	20,768	HALLMAN LINDSAY PAIN	624.44
1003415	20,768	IMPERIAL SUPPLIES	54.20
1003415	20,768	IMPERIAL SUPPLIES	79.48
1003415	20,768	IMPERIAL SUPPLIES	59.16
1003415	20,768	IMPERIAL SUPPLIES	181.89
1003415	20,768	IMPERIAL SUPPLIES	84.96
1003415	20,768	IMPERIAL SUPPLIES	94.13
1003415	20,768	IMPERIAL SUPPLIES	19.24
1003415	20,768	IMPERIAL SUPPLIES	460.00
1003415	20,768	KIMBALL MIDWEST PAYE	181.60
1003415	20,768	KIMBALL MIDWEST PAYE	491.05
1003415	20,768	KIMBALL MIDWEST PAYE	9.00
1003415	20,768	KIMBALL MIDWEST PAYE	168.94
1003415	20,768	KIMBALL MIDWEST PAYE	48.44
1003415	20,768	KIMBALL MIDWEST PAYE	112.74
1003415	20,768	KIMBALL MIDWEST PAYE	894.79
1003415	20,768	KIMBALL MIDWEST PAYE	620.92
1003415	20,768	KIMBALL MIDWEST PAYE	679.09
1003415	20,768	KIMBALL MIDWEST PAYE	12.28
1003415	20,768	KIMBALL MIDWEST PAYE	0.23
1003415	20,768	KIMBALL MIDWEST PAYE	4.22
1003415	20,768	KIMBALL MIDWEST PAYE	55.73
1003415	20,768	KIMBALL MIDWEST PAYE	183.26
1003415	20,768	KIMBALL MIDWEST PAYE	992.69
1003415	20,768	KIMBALL MIDWEST PAYE	248.74
1003415	20,768	KIMBALL MIDWEST PAYE	25.40
1003415	20,768	KIMBALL MIDWEST PAYE	618.02
1003415	20,768	KIMBALL MIDWEST PAYE	913.64
1003415	20,768	LA CROSSE GLASS COMP	444.00
1003415	20,768	LA CROSSE MAIL & PRI	0.27
1003415	20,768	LA CROSSE SEED LLC	141.42
1003415	20,768	LA CROSSE SEED LLC	5.66
1003415	20,768	M&M ASD 1(800)689-20	67.99
1003415	20,768	MED*GUNDERSEN LUTHER	78.00
1003415	20,768	MED*GUNDERSEN LUTHER	184.00
1003415	20,768	MENARDS LA CROSSE WI	98.41
1003415	20,768	MENARDS LA CROSSE WI	165.97
1003415	20,768	MENARDS LA CROSSE WI	82.43
1003415	20,768	MENARDS LA CROSSE WI	63.90
1003415	20,768	MENARDS LA CROSSE WI	21.94
1003415	20,768	MENARDS LA CROSSE WI	5.99
1003415	20,768	MENARDS LA CROSSE WI	3.16
1003415	20,768	MENARDS LA CROSSE WI	34.99
1003415	20,768	MICHAELS TRUCK EQUIP	52.76
1003415	20,768	MICHAELS TRUCK EQUIP	273.90

ORG	VENDOR #	VENDOR NAME	AMOUNT
1003415	20,768	MICHAELS TRUCK EQUIP	-273.90
1003415	20,768	O'REILLY 2214	46.42
1003415	20,768	O'REILLY 2214	-46.42
1003415	20,768	PAVEMENT STENCIL, LL	1,474.20
1003415	20,768	PETERBILT OF LACROSS	120.00
1003415	20,768	PETERBILT OF LACROSS	-212.50
1003415	20,768	PITTSBURGH WATER COO	78.44
1003415	20,768	PRECISE MRM LLC	120.00
1003415	20,768	PREMIUM WATERS INC	86.32
1003415	20,768	PREMIUM WATERS INC	12.45
1003415	20,768	RONCO ENGR SALES-LA	30.60
1003415	20,768	SAFE-FAST (LAX)	44.50
1003415	20,768	SAFE-FAST (LAX)	611.20
1003415	20,768	SAFE-FAST (LAX)	3,195.40
1003415	20,768	SAFE-FAST (LAX)	35.01
1003415	20,768	SAFE-FAST (LAX)	44.50
1003415	20,768	SAFE-FAST (LAX)	7.46
1003415	20,768	SAFETY KLEEN SYSTEMS	429.70
1003415	20,768	SAFETY KLEEN SYSTEMS	12.89
1003415	20,768	SLEEPY HOLLOW FORD	-221.10
1003415	20,768	SQ *CUSTOM FAB AND M	3,313.00
1003415	20,768	SQ *CUSTOM FAB AND M	271.44
1003415	20,768	TAPCO	13,754.13
1003415	20,768	UNIFIRST CORPORATION	475.85
1003415	20,768	UPS*BILLING CENTER	8.75
1003415	20,768	VERIZONWRLSS*RTCCR V	526.23
1003415	20,768	VERIZONWRLSS*RTCCR V	76.05
1003415	20,768	VESTIS SERVICES LLC	101.88
1003415	20,768	VIKING ELECTRIC-LACR	6.92
1003415	20,768	VIKING ELECTRIC-LACR	2.26
1003415	20,768	WAL-MART #5127	370.11
1003415	20,768	ZORO TOOLS INC	-261.89
1003415	20,768	ZORO TOOLS INC	36.25
1003415	20,768	ZORO TOOLS INC	68.48
1003420	20,768	AMAZON MKTPL*NA2QO7N	9.32
1003420	20,768	AMAZON.COM*NA1CV34P2	21.99
1003420	20,768	AMAZON.COM*NB6FE7K41	122.73
1003420	20,768	LA CROSSE MAIL & PRI	44.22
1003430	20,768	121 KEYSTONE AUTOMOT	186.19
1003430	20,768	36 FABICK LC	203.26
1003430	20,768	36 FABICK LC	346.06
1003430	20,768	36 FABICK LC	203.19
1003430	20,768	516 AUTO VALUE - LA	171.24
1003430	20,768	516 AUTO VALUE - LA	31.31
1003430	20,768	516 AUTO VALUE - LA	86.68
1003430	20,768	516 AUTO VALUE - LA	25.98
1003430	20,768	516 AUTO VALUE - LA	31.45
1003430	20,768	516 AUTO VALUE - LA	19.55

ORG	VENDOR #	VENDOR NAME	AMOUNT
1003430	20,768	516 AUTO VALUE - LA	23.95
1003430	20,768	516 AUTO VALUE - LA	14.62
1003430	20,768	516 AUTO VALUE - LA	14.62
1003430	20,768	516 AUTO VALUE - LA	63.99
1003430	20,768	516 AUTO VALUE - LA	31.31
1003430	20,768	516 AUTO VALUE - LA	71.99
1003430	20,768	516 AUTO VALUE - LA	120.04
1003430	20,768	516 AUTO VALUE - LA	14.99
1003430	20,768	516 AUTO VALUE - LA	28.04
1003430	20,768	516 AUTO VALUE - LA	15.99
1003430	20,768	516 AUTO VALUE - LA	3.52
1003430	20,768	516 AUTO VALUE - LA	20.68
1003430	20,768	516 AUTO VALUE - LA	42.99
1003430	20,768	516 AUTO VALUE - LA	289.98
1003430	20,768	516 AUTO VALUE - LA	10.24
1003430	20,768	516 AUTO VALUE - LA	37.03
1003430	20,768	516 AUTO VALUE - LA	71.12
1003430	20,768	516 AUTO VALUE - LA	150.99
1003430	20,768	516 AUTO VALUE - LA	13.99
1003430	20,768	516 AUTO VALUE - LA	3.99
1003430	20,768	516 AUTO VALUE - LA	8.49
1003430	20,768	516 AUTO VALUE - LA	4.37
1003430	20,768	518 AUTO VALUE - LA	6.99
1003430	20,768	AMAZON MKTPL*NN4476Q	51.54
1003430	20,768	AMAZON.COM*NN3580ZB0	22.05
1003430	20,768	BDI USA	556.80
1003430	20,768	DAHL AUTOMOTIVE	62.72
1003430	20,768	DAHL FORD	2.98
1003430	20,768	DAHL FORD LA CROSSE	52.46
1003430	20,768	DAHL FORD LA CROSSE	179.99
1003430	20,768	DAHL FORD LA CROSSE	89.70
1003430	20,768	DAHL FORD LA CROSSE	109.89
1003430	20,768	DAHL FORD LA CROSSE	10.01
1003430	20,768	DEBAUCHE TRUCK & DIE	4,917.71
1003430	20,768	DEBAUCHE TRUCK & DIE	114.97
1003430	20,768	DEBAUCHE TRUCK & DIE	363.33
1003430	20,768	DEBAUCHE TRUCK & DIE	228.00
1003430	20,768	DEBAUCHE TRUCK & DIE	154.94
1003430	20,768	DEBAUCHE TRUCK & DIE	707.10
1003430	20,768	DISCOUNT TIRE WIL 01	352.00
1003430	20,768	FACTORY MOTOR PARTS	320.95
1003430	20,768	FACTORY MOTOR PARTS	120.06
1003430	20,768	FACTORY MOTOR PARTS	183.96
1003430	20,768	FACTORY MOTOR PARTS	53.24
1003430	20,768	FACTORY MOTOR PARTS	37.40
1003430	20,768	FARRELL EQUIPMENT&SU	1,023.92
1003430	20,768	FEHR CAB INTERIORS C	315.45
1003430	20,768	GOODYEAR AUTO SRV CT	692.00

ORG	VENDOR #	VENDOR NAME	AMOUNT
1003430	20,768	GOODYEAR AUTO SRV CT	84.99
1003430	20,768	HARBOR FREIGHT TOOLS	29.99
1003430	20,768	HARBOR FREIGHT TOOLS	133.93
1003430	20,768	IMPERIAL SUPPLIES	798.99
1003430	20,768	MACQUEEN EMERG/EQUIP	146.55
1003430	20,768	MACQUEEN EMERG/EQUIP	314.52
1003430	20,768	MICHAELS TRUCK EQUIP	220.00
1003430	20,768	MICHAELS TRUCK EQUIP	2,229.40
1003430	20,768	MIDWEST CALEDONIA	10.57
1003430	20,768	MIDWEST CALEDONIA	71.59
1003430	20,768	MISSISSIPPI WELDERS	78.00
1003430	20,768	O'REILLY 2214	14.99
1003430	20,768	O'REILLY 2214	244.98
1003430	20,768	O'REILLY 2214	59.97
1003430	20,768	O'REILLY 2214	12.99
1003430	20,768	O'REILLY 2214	5.05
1003430	20,768	PETERBILT OF LACROSS	108.80
1003430	20,768	PETERBILT OF LACROSS	506.96
1003430	20,768	PETERBILT OF LACROSS	867.24
1003430	20,768	PETERBILT OF LACROSS	152.96
1003430	20,768	PETERBILT OF LACROSS	68.20
1003430	20,768	POMP S TIRE #018	510.84
1003430	20,768	POMP S TIRE #018	1,852.00
1003430	20,768	POMP S TIRE #018	1,190.36
1003430	20,768	ROCHESTER FORD - MN	6.52
1003430	20,768	ROCHESTER FORD - MN	36.54
1003430	20,768	RONCO ENGR SALES-LA	263.42
1003430	20,768	RONCO ENGR SALES-LA	119.78
1003430	20,768	RONCO ENGR SALES-LA	62.81
1003430	20,768	RONCO ENGR SALES-LA	6.30
1003430	20,768	RONCO ENGR SALES-LA	497.44
1003430	20,768	RONCO ENGR SALES-LA	22.32
1003430	20,768	SLEEPY HOLLOW FORD	65.90
1003430	20,768	SP DECKED	1,599.99
1003430	20,768	SP TOOLBOXWIDGET USA	486.31
1003430	20,768	TITAN MACHINERY - LA	920.64
1003430	20,768	TITAN MACHINERY - LA	752.80
1003430	20,768	TITAN MACHINERY - LA	171.78
1003430	20,768	TITAN MACHINERY - LA	379.40
1004010	20,768	4TE*LACROSSE CO SOLI	56.60
1004010	20,768	4TE*LACROSSE CO SOLI	1.95
1004010	20,768	ADOBE *ADOBE	244.93
1004010	20,768	AMAZON MKTPL*NI6SE8P	16.27
1004010	20,768	AMAZON MKTPL*NN2LQ7U	27.70
1004010	20,768	AMAZON MKTPL*NN9J04Z	744.77
1004010	20,768	AMAZON MKTPL*NW1Y64E	221.49
1004010	20,768	AMAZON MKTPL*NW8G83S	13.55
1004010	20,768	AMAZON MKTPL*NZ79U1C	29.11

ORG	VENDOR #	VENDOR NAME	AMOUNT
1004010	20,768	AMAZON MKTPLACE PMTS	-272.47
1004010	20,768	AMAZON.COM*NW7V10FK2	62.97
1004010	20,768	DIGICOPY-LA CROSSE	151.20
1004010	20,768	EB *LIBRARY MANAGEME	1,162.47
1004010	20,768	IN *LEDEGAR ROOFING	510.20
1004010	20,768	LACKORE ELECTRIC	79.90
1004010	20,768	MENARDS LA CROSSE WI	110.90
1004010	20,768	MENARDS LA CROSSE WI	39.98
1004010	20,768	MENARDS LA CROSSE WI	-39.98
1004010	20,768	MENARDS LA CROSSE WI	46.92
1004010	20,768	MOBILE BEACON	1,200.00
1004010	20,768	NEXTIVA*VOIP SERVICE	1,328.05
1004010	20,768	SPECTRUM	170.00
1004010	20,768	UNIFIRST CORPORATION	68.21
1004010	20,768	UNIFIRST CORPORATION	68.21
1004010	20,768	UNIFIRST CORPORATION	71.81
1004010	20,768	UNIFIRST CORPORATION	10.64
1004010	20,768	UNIFIRST CORPORATION	68.21
1004010	20,768	VERIZONWRLSS*RTCCR V	46.22
1004010	20,768	WISCONSIN LIBRARY AS	25.00
1004015	20,768	AMAZON MKTPL*N68OE0J	10.96
1004015	20,768	AMAZON MKTPL*NB6O79S	6.30
1004015	20,768	AMAZON MKTPL*NI0OD8W	11.97
1004015	20,768	AMAZON MKTPL*NI7YZ19	8.37
1004015	20,768	AMAZON MKTPL*NW0ES4A	27.00
1004015	20,768	AMAZON MKTPL*NW26S5Z	13.99
1004015	20,768	AMAZON MKTPL*NW2JF7U	18.39
1004015	20,768	AMAZON MKTPL*NW2MK3C	8.93
1004015	20,768	AMAZON MKTPL*NW3FA30	41.99
1004015	20,768	AMAZON MKTPL*NW3IO6L	26.92
1004015	20,768	AMAZON MKTPL*NZ4V47Z	105.80
1004015	20,768	AMAZON MKTPL*NZ9OI5X	131.68
1004015	20,768	AMAZON MKTPLACE PMTS	-41.47
1004015	20,768	AMAZON MKTPLACE PMTS	-25.18
1004015	20,768	AMAZON MKTPLACE PMTS	-4.40
1004015	20,768	AMAZON RETA* NB4AB54	9.51
1004015	20,768	AMAZON RETA* NB4AB54	-9.51
1004015	20,768	AMAZON RETA* NI0M03Q	35.90
1004015	20,768	AMAZON RETA* NI35N66	75.80
1004015	20,768	AMAZON RETA* NI3WS51	37.99
1004015	20,768	AMAZON RETA* NI4Z286	19.95
1004015	20,768	AMAZON RETA* NI5Z276	14.95
1004015	20,768	AMAZON RETA* NN0QI05	99.53
1004015	20,768	AMAZON RETA* NN1J77C	19.95
1004015	20,768	AMAZON RETA* NN4HM5C	19.95
1004015	20,768	AMAZON RETA* NN6BV9U	34.99
1004015	20,768	AMAZON RETA* NN6FE2U	19.95
1004015	20,768	AMAZON RETA* NW6FO3X	14.80

ORG	VENDOR #	VENDOR NAME	AMOUNT
1004015	20,768	AMAZON RETA* NZ6UG7X	53.73
1004015	20,768	AMAZON RETA* NZ9JZ89	18.99
1004015	20,768	HOMEDEPOT.COM	12.99
1004015	20,768	HOMEDEPOT.COM	99.99
1004015	17,796	INGRAM LIBRARY SERVI	123.33
1004015	17,796	INGRAM LIBRARY SERVI	45.23
1004015	17,796	INGRAM LIBRARY SERVI	118.67
1004015	17,796	INGRAM LIBRARY SERVI	194.94
1004015	17,796	INGRAM LIBRARY SERVI	73.55
1004015	17,796	INGRAM LIBRARY SERVI	48.84
1004015	17,796	INGRAM LIBRARY SERVI	56.03
1004015	17,796	INGRAM LIBRARY SERVI	173.99
1004015	17,796	INGRAM LIBRARY SERVI	680.66
1004015	17,796	INGRAM LIBRARY SERVI	82.92
1004015	17,796	INGRAM LIBRARY SERVI	31.54
1004015	17,796	INGRAM LIBRARY SERVI	550.28
1004015	17,796	INGRAM LIBRARY SERVI	17.27
1004015	17,796	INGRAM LIBRARY SERVI	153.18
1004015	17,796	INGRAM LIBRARY SERVI	159.68
1004015	17,796	INGRAM LIBRARY SERVI	209.06
1004015	17,796	INGRAM LIBRARY SERVI	53.40
1004015	17,796	INGRAM LIBRARY SERVI	947.63
1004015	17,796	INGRAM LIBRARY SERVI	35.87
1004015	17,796	INGRAM LIBRARY SERVI	152.20
1004015	17,796	INGRAM LIBRARY SERVI	23.40
1004015	17,796	INGRAM LIBRARY SERVI	106.79
1004015	17,796	INGRAM LIBRARY SERVI	130.52
1004015	17,796	INGRAM LIBRARY SERVI	596.43
1004015	17,796	INGRAM LIBRARY SERVI	34.33
1004015	17,796	INGRAM LIBRARY SERVI	74.87
1004015	17,796	INGRAM LIBRARY SERVI	24.26
1004015	17,796	INGRAM LIBRARY SERVI	251.02
1004015	17,796	INGRAM LIBRARY SERVI	75.94
1004015	17,796	INGRAM LIBRARY SERVI	133.38
1004015	17,796	INGRAM LIBRARY SERVI	-26.63
1004015	17,796	INGRAM LIBRARY SERVI	85.51
1004015	17,796	INGRAM LIBRARY SERVI	41.68
1004015	17,796	INGRAM LIBRARY SERVI	218.74
1004015	17,796	INGRAM LIBRARY SERVI	390.85
1004015	17,796	INGRAM LIBRARY SERVI	76.51
1004015	17,796	INGRAM LIBRARY SERVI	53.40
1004015	17,796	INGRAM LIBRARY SERVI	24.26
1004015	17,796	INGRAM LIBRARY SERVI	666.63
1004015	17,796	INGRAM LIBRARY SERVI	31.17
1004015	17,796	INGRAM LIBRARY SERVI	120.56
1004015	17,796	INGRAM LIBRARY SERVI	9.89
1004015	20,768	KINGSLEY.COM	1,820.00
1004210	20,768	CDW GOVT #PARKS - KA	131.53

ORG	VENDOR #	VENDOR NAME	AMOUNT
1004210	20,768	CENTURYLINK LUMEN	23.95
1004210	20,768	FACEBK *D4X4ERCNJ2	14.40
1004210	20,768	LA CROSSE MAIL & PRI	3.28
1004210	20,768	MAILCHIMP	234.60
1004210	20,768	ST. FRANCIS HERMITAG	61.15
1004210	20,768	UPS*BILLING CENTER	37.50
1004210	20,768	VERIZONWRLSS*RTCCR V	80.58
1004210	20,768	VERIZONWRLSS*RTCCR V	36.01
1004215	20,768	ACE OF LA CROSSE	8.27
1004215	20,768	ACE OF LA CROSSE	16.99
1004215	20,768	ACI*BRIGHTSPEED	416.60
1004215	20,768	AMAZON MARK* N66WI08	99.74
1004215	20,768	AMAZON MKTPL*NA3IZ7L	173.37
1004215	20,768	AMAZON MKTPL*NH5SB0H	265.50
1004215	20,768	AMAZON MKTPL*NH88F4M	319.74
1004215	20,768	AMAZON MKTPL*NI6XJ94	390.92
1004215	20,768	AMAZON MKTPL*NN4SS8L	127.56
1004215	20,768	AMAZON MKTPL*NW5IX2A	749.00
1004215	20,768	AMAZON MKTPL*NW5ZA7I	66.49
1004215	20,768	AMAZON MKTPL*NW87457	623.80
1004215	20,768	AMAZON RETA* NZ2X78C	17.23
1004215	20,768	BREYERS SALES / SERV	649.99
1004215	20,768	BREYERS SALES / SERV	19.50
1004215	20,768	DOG WASTE DEPOT	1,096.55
1004215	20,768	FACTORY MOTOR PARTS	27.28
1004215	20,768	HARBOR FREIGHT TOOLS	389.97
1004215	20,768	MENARDS LA CROSSE WI	145.10
1004215	20,768	MENARDS LA CROSSE WI	82.88
1004215	20,768	MENARDS LA CROSSE WI	141.83
1004215	20,768	MENARDS LA CROSSE WI	472.23
1004215	20,768	MENARDS LA CROSSE WI	58.84
1004215	20,768	MENARDS LA CROSSE WI	191.27
1004215	20,768	MENARDS LA CROSSE WI	44.37
1004215	20,768	MENARDS LA CROSSE WI	470.07
1004215	20,768	MENARDS LA CROSSE WI	129.72
1004215	20,768	MENARDS LA CROSSE WI	82.96
1004215	20,768	MENARDS LA CROSSE WI	439.00
1004215	20,768	MENARDS LA CROSSE WI	35.98
1004215	20,768	MENARDS LA CROSSE WI	325.71
1004215	20,768	MENARDS LA CROSSE WI	554.14
1004215	20,768	MENARDS LA CROSSE WI	325.99
1004215	20,768	ORKIN LLC 002	86.00
1004215	20,768	POMP S TIRE #018	26.50
1004215	20,768	REINDERS ROCHESTER	4,386.29
1004215	20,768	RONCO ENGR SALES-LA	88.90
1004215	20,768	SPECTRUM	160.00
1004215	20,768	SQ *VALLEY GEM GREEN	49.75
1004215	20,768	SQ *VALLEY GEM GREEN	1.44

ORG	VENDOR #	VENDOR NAME	AMOUNT
1004215	20,768	VERIZONWRLSS*RTCCR V	60.06
1004215	20,768	VERIZONWRLSS*RTCCR V	36.01
1004215	20,768	WWW.SPARTAFLORAL.COM	215.73
1004220	20,768	AMAZON MKTPL*N67GU96	94.58
1004220	20,768	DOLLAR TREE	41.25
1004220	20,768	FIRESIDE - BOX OFFIC	2,779.20
1004220	20,768	HY-VEE LA CROSSE 135	10.99
1004220	20,768	SP LEINIE LODGE	514.06
1004220	20,768	SQ *EAGLE'S LANDING	95.00
1004220	20,768	SQ *HEYDE CENTER FOR	1,209.00
1004220	20,768	SQ *WISDOM OF THE SO	410.00
1004220	20,768	ST. FRANCIS HERMITAG	1,528.80
1004220	20,768	UNITED STATES PROFES	356.25
1004220	20,768	UWLAX - HANDSHAKE	50.00
1004225	20,768	ACE OF LA CROSSE	89.99
1004225	20,768	ACI*BRIGHTSPEED	524.68
1004225	20,768	AMAZON MKTPL*N68235P	169.54
1004225	20,768	AMAZON RETA* N63XX1W	221.75
1004225	20,768	DALCO ENTERPRISES	584.81
1004225	20,768	DSPS E SERVICE FEE C	1.80
1004225	20,768	DSPS E SERVICE FEE C	0.45
1004225	20,768	DSPS E SERVICE FEE C	0.90
1004225	20,768	DSPS EPAY ISE	80.00
1004225	20,768	DSPS EPAY ISE	20.00
1004225	20,768	DSPS EPAY ISE	40.00
1004225	20,768	FIRST SUPPLY LA CROS	81.60
1004225	20,768	FIRST SUPPLY LA CROS	75.78
1004225	20,768	MENARDS LA CROSSE WI	22.96
1004225	20,768	MENARDS LA CROSSE WI	32.68
1004225	20,768	MTI	26.91
1004225	20,768	MTI	1,626.36
1004225	20,768	ORKIN LLC 002	43.00
1004225	20,768	ORKIN LLC 002	60.00
1004225	20,768	ORKIN LLC 002	75.00
1004225	20,768	ORKIN LLC 002	75.00
1004225	20,768	ORKIN LLC 002	43.00
1004225	20,768	ORKIN LLC 002	60.00
1004225	20,768	PITTSBURGH WATER COO	119.20
1004225	20,768	SAMSCLUB.COM	47.96
1004225	20,768	SCHILLING SUPPLY COM	3,645.01
1004225	20,768	SCHILLING SUPPLY COM	460.13
1004225	20,768	SQ *FIFTH AVENUE AWA	10.50
1004225	20,768	TRANE SUPPLY-116412	54.96
1004225	20,768	UNIFIRST CORPORATION	56.35
1004225	20,768	UNIFIRST CORPORATION	81.56
1004225	20,768	VERIZONWRLSS*RTCCR V	37.49
1004230	20,768	518 AUTO VALUE - LA	86.89
1004230	20,768	AMAZON MKTPL*NW9E198	88.63

ORG	VENDOR #	VENDOR NAME	AMOUNT
1004230	20,768	ARBSESS*	186.85
1004230	20,768	HARBOR FREIGHT TOOLS	91.94
1004230	20,768	SAFE-FAST (LAX)	193.88
1004230	20,768	SAFE-FAST (LAX)	95.59
1004230	20,768	TODAYS TREE SERVICE	2,800.00
1004230	20,768	VERMEER WISCONSIN, I	462.74
1004230	20,768	VERMEER WISCONSIN, I	551.54
1004235	20,768	ACE OF LA CROSSE	32.83
1004235	20,768	ACE OF LA CROSSE	29.66
1004235	20,768	ACI*BRIGHTSPEED	108.13
1004235	20,768	AMAZON MKTPL*NN50B68	25.04
1004235	20,768	AMAZON.COM*N68I89VN2	116.99
1004235	20,768	AMAZON.COM*NH5BC7MU2	199.41
1004235	20,768	AMERICAN RED CROSS	282.00
1004235	20,768	AMERICAN RED CROSS	329.00
1004235	20,768	FARRELL EQUIPMENT&SU	195.72
1004235	20,768	GATEWAY AREA COUNCIL	225.00
1004235	20,768	GETSLING.COM	12.00
1004235	20,768	GETSLING.COM	512.99
1004235	20,768	INDEED USI25-0286784	300.00
1004235	20,768	LA CROSSE AREA FAMIL	125.00
1004235	20,768	LA CROSSE AREA FAMIL	3.75
1004235	20,768	LACKORE ELECTRIC	320.42
1004235	20,768	MARINE RESCUE PRODUC	640.00
1004235	20,768	MENARDS LA CROSSE WI	31.64
1004235	20,768	MENARDS LA CROSSE WI	38.90
1004235	20,768	MENARDS LA CROSSE WI	27.56
1004235	20,768	MENARDS LA CROSSE WI	32.95
1004235	20,768	MENARDS LA CROSSE WI	42.79
1004235	20,768	MENARDS LA CROSSE WI	116.55
1004235	20,768	MENARDS LA CROSSE WI	157.66
1004235	20,768	MENARDS LA CROSSE WI	14.52
1004235	20,768	MENARDS LA CROSSE WI	50.97
1004235	20,768	MENARDS LA CROSSE WI	299.99
1004235	20,768	MENARDS LA CROSSE WI	18.07
1004235	20,768	MENARDS LA CROSSE WI	75.27
1004235	20,768	RONCO ENGR SALES-LA	43.93
1004235	20,768	SPECTRUM	145.28
1004235	20,768	THE DARNING GROUP	250.00
1004235	20,768	WAL-MART #5127	89.10
1004235	20,768	WM SUPERCENTER #5127	99.82
1004235	20,768	ZORO TOOLS INC	13.38
1009910	20,768	AMAZON MKTPL*NN0XB3O	16.65
1009910	20,768	AMAZON RETA* N68SQ4Z	4.22
1009910	20,768	AMAZON RETA* NI6YC75	53.73
1009910	20,768	IN *ORGANIZATION DEV	5,425.00
1009910	20,768	MAYO CLINIC MYCHART	960.00
1009910	20,768	MAYO CLINIC MYCHART	720.00

ORG	VENDOR #	VENDOR NAME	AMOUNT
1009910	20,768	MED*GUNDERSEN LUTHER	128.00
1009910	20,768	MED*GUNDERSEN LUTHER	72.00
1009910	20,768	MED*GUNDERSEN LUTHER	64.00
1009910	20,768	MED*GUNDERSEN LUTHER	96.00
1009910	20,768	MED*GUNDERSEN LUTHER	96.00
1009910	20,768	MED*GUNDERSEN LUTHER	32.00
1009910	20,768	MED*GUNDERSEN LUTHER	128.00
1009910	20,768	MED*GUNDERSEN LUTHER	128.00
1009910	20,768	MED*GUNDERSEN LUTHER	64.00
1009910	20,768	MENARDS LA CROSSE WI	6.66
1009910	20,768	MOTION CONNECTED	495.00
1009910	20,768	NIC*WI EMV PUBLIC	3.98
1009910	20,768	NIC*WI EMV PUBLIC	3.98
1009910	20,768	NIC*WI EMV PUBLIC	3.98
1009910	20,768	NIC*WI EMV PUBLIC	3.98
1009910	20,768	NIC*WI EMV PUBLIC	3.98
1009910	20,768	SQ *AFFIRM DRUG TEST	124.00
1009910	20,768	SQ *AFFIRM DRUG TEST	124.00
1009910	20,768	SQ *BAUER'S MARKET &	136.37
1009910	20,768	TREES TODAY NURSERY	32.21
2002085	20,768	URBANLANDINTERESTS53	14.00
2002085	20,768	URBANLANDINTERESTS53	10.00
2102110	20,768	THE HOME DEPOT #4905	318.00
2102110	20,768	VERIZONWRLSS*RTCCR V	40.49
2102110	20,768	WYATT BICYCLES	85.80
2102185	20,768	CLAREY'S SAFETY EQUI	101.06
2102185	20,768	CLAREY'S SAFETY EQUI	101.06
2102185	20,768	CLAREY'S SAFETY EQUI	-101.06
2303010	20,768	CENTURYLINK LUMEN	4.20
2303010	20,768	LA CROSSE MAIL & PRI	0.07
2303010	20,768	VERIZONWRLSS*RTCCR V	20.02
2303080	20,768	LA CROSSE MAIL & PRI	1.87
2303083	20,768	AMAZON MKTPL*NW7K32J	12.99
2303084	20,768	MENARDS LA CROSSE WI	1,345.74
2303084	20,768	MENARDS LA CROSSE WI	29.99
2303084	20,768	MENARDS LA CROSSE WI	14.99
2303084	20,768	MENARDS LA CROSSE WI	366.45
2303084	20,768	MENARDS LA CROSSE WI	-579.96
2303084	20,768	XCEL EZ-PAY FEE WEB	8.14
2303084	20,768	XCEL EZ-PAY WEB	370.00
2604110	20,768	AMAZON MKTPL*N62JK6K	18.99
2604110	20,768	AMAZON MKTPL*NI8T902	70.28
2604110	20,768	CENTURYLINK LUMEN	7.76
2604110	20,768	DOJ EPAY RECORDS CHE	7.00
2604110	20,768	KWIK TRIP #1048	43.55
2604110	20,768	KWIK TRIP #921	32.08
2604110	20,768	LA CROSSE MAIL & PRI	0.60
2604110	20,768	MAILCHIMP	770.00

ORG	VENDOR #	VENDOR NAME	AMOUNT
2604110	20,768	MED*GUNDERSEN LUTHER	120.00
2604110	20,768	PST*TRIPLESEAT	80.00
2604110	20,768	SQ *TJ'S/ CHEDDARHEA	70.16
2604110	20,768	SQ *TJ'S/ CHEDDARHEA	-3.66
2604110	20,768	VERIZONWRLSS*RTCCR V	150.64
2604110	20,768	WYNDHAM	99.00
2604115	20,768	AMAZON MKTPL*NN2KO2U	109.99
2604115	20,768	BUDGET RENT A CAR	731.82
2604115	20,768	FACEBK *FV6URRLPE2	69.25
2604115	20,768	FACEBK *GL85SQQPE2	500.00
2604115	20,768	FACEBK *MNT6PQGPE2	27.91
2604115	20,768	FESTIVAL FOODS	24.00
2604115	20,768	PICKERMANS SOUP & SA	289.04
2604115	20,768	PICKERMANS SOUP & SA	9.98
2604115	20,768	POLLSTAR	19.50
2604115	20,768	POLLSTAR	19.50
2604120	20,768	AMAZON MKTPL*N62JK6K	16.29
2604120	20,768	AMAZON MKTPL*NN9C09X	25.42
2604120	20,768	AMAZON.COM*NN24R3IQ0	31.16
2604120	20,768	FESTIVAL FOODS	23.94
2604120	20,768	FESTIVAL FOODS	33.52
2604120	20,768	FESTIVAL FOODS	21.00
2604120	20,768	FESTIVAL FOODS	93.79
2604120	20,768	FESTIVAL FOODS	278.06
2604120	20,768	FESTIVAL FOODS	34.54
2604120	20,768	FESTIVAL FOODS	11.97
2604120	20,768	FESTIVAL FOODS	11.98
2604120	20,768	HY-VEE AISLES ONLINE	791.83
2604120	20,768	HY-VEE LA CROSSE 135	-5.66
2604120	20,768	MENARDS LA CROSSE WI	92.92
2604120	20,768	MENARDS LA CROSSE WI	23.99
2604120	20,768	MENARDS LA CROSSE WI	115.80
2604120	20,768	MENARDS LA CROSSE WI	19.94
2604120	20,768	PEOPLE'S FOOD CO-OP	52.90
2604120	20,768	PEOPLE'S FOOD CO-OP	27.96
2604120	20,768	PEOPLE'S FOOD CO-OP	31.12
2604125	20,768	AMAZON MKTPL*NI58Q9F	125.95
2604125	20,768	AMAZON MKTPL*NI8T902	23.98
2604125	20,768	FIRST SUPPLY LA CROS	320.04
2604125	20,768	FIRST SUPPLY LA CROS	140.00
2604125	20,768	MENARDS LA CROSSE WI	7.86
2604125	20,768	MENARDS LA CROSSE WI	106.96
2604125	20,768	MENARDS LA CROSSE WI	35.96
2604125	20,768	MENARDS LA CROSSE WI	18.70
2604125	20,768	MENARDS LA CROSSE WI	46.74
2604125	20,768	MENARDS LA CROSSE WI	13.55
2604125	20,768	MENARDS LA CROSSE WI	29.98
2604125	20,768	NORTHERN BATTERY 108	79.67

ORG	VENDOR #	VENDOR NAME	AMOUNT
2604125	20,768	SCHILLING SUPPLY COM	47.92
2604125	20,768	SCHILLING SUPPLY COM	2,007.96
2604125	20,768	SCHILLING SUPPLY COM	3,640.88
2604125	20,768	ZORO TOOLS INC	247.87
2604125	20,768	ZORO TOOLS INC	446.38
2703110	20,768	516 AUTO VALUE - LA	53.32
2703110	20,768	516 AUTO VALUE - LA	127.20
2703110	20,768	516 AUTO VALUE - LA	215.78
2703110	20,768	516 AUTO VALUE - LA	75.96
2703110	20,768	516 AUTO VALUE - LA	18.99
2703110	20,768	516 AUTO VALUE - LA	0.79
2703110	20,768	516 AUTO VALUE - LA	22.91
2703110	20,768	516 AUTO VALUE - LA	198.58
2703110	20,768	516 AUTO VALUE - LA	475.94
2703110	20,768	A-1 GLASS COMPANY	500.00
2703110	20,768	ABC FLORIDA PARTS CA	197.44
2703110	20,768	ABC FLORIDA PARTS CA	172.26
2703110	20,768	ABC FLORIDA PARTS CA	697.57
2703110	20,768	ACIBRIGHTSPEED	147.54
2703110	20,768	ACIBRIGHTSPEED	8.95
2703110	20,768	AMAZON MKTPL*NH96P3L	89.17
2703110	20,768	APPLIED MSS LLC 6511	597.34
2703110	20,768	BERNIE BUCHNER PLUMB	1,132.96
2703110	20,768	BERNIE BUCHNER PLUMB	16.49
2703110	20,768	BTS*UNIFIRST CORPORA	14.90
2703110	20,768	BTS*UNIFIRST CORPORA	3.60
2703110	20,768	BTS*UNIFIRST CORPORA	95.78
2703110	20,768	BTS*UNIFIRST CORPORA	3.60
2703110	20,768	BTS*UNIFIRST CORPORA	14.90
2703110	20,768	BTS*UNIFIRST CORPORA	94.78
2703110	20,768	BTS*UNIFIRST CORPORA	3.60
2703110	20,768	BTS*UNIFIRST CORPORA	14.90
2703110	20,768	BTS*UNIFIRST CORPORA	133.88
2703110	20,768	BTS*UNIFIRST CORPORA	3.60
2703110	20,768	BTS*UNIFIRST CORPORA	14.90
2703110	20,768	BTS*UNIFIRST CORPORA	93.51
2703110	20,768	CENTURYLINK LUMEN	5.63
2703110	20,768	CUMMINS INC - F5	1,480.40
2703110	20,768	DALCO ENTERPRISES	42.17
2703110	20,768	DEBAUCHE TRUCK & DIE	38.28
2703110	20,768	DOJ EPAY RECORDS CHE	7.00
2703110	20,768	FACTORY MOTOR PARTS	170.39
2703110	20,682	GILLIG LLC	746.82
2703110	20,682	GILLIG LLC	294.20
2703110	20,682	GILLIG LLC	601.69
2703110	20,682	GILLIG LLC	601.69
2703110	20,682	GILLIG LLC	101.10
2703110	20,682	GILLIG LLC	694.11

ORG	VENDOR #	VENDOR NAME	AMOUNT
2703110	20,682	GILLIG LLC	413.64
2703110	20,682	GILLIG LLC	11,976.60
2703110	20,682	GILLIG LLC	2,303.28
2703110	20,682	GILLIG LLC	828.27
2703110	20,682	GILLIG LLC	587.46
2703110	20,682	GILLIG LLC	987.96
2703110	20,768	HALRON LUBRICANTS IN	469.20
2703110	20,768	HALRON LUBRICANTS IN	395.60
2703110	20,768	HALRON LUBRICANTS IN	1,818.00
2703110	20,768	HILTON GARDEN INN GR	196.00
2703110	20,768	IA CRIMINAL RECORD C	15.00
2703110	20,768	IMPERIAL SUPPLIES	460.00
2703110	20,768	IN *TALON PROTECTION	2,651.75
2703110	20,768	IN *TALON PROTECTION	2,734.70
2703110	20,768	IN *THE BLU GROUP AD	812.35
2703110	20,768	KIMBALL MIDWEST PAYE	129.60
2703110	20,768	KWIK TRIP #827	26.00
2703110	20,768	LA CROSSE GLASS COMP	173.75
2703110	20,768	LA CROSSE MAIL & PRI	4.09
2703110	20,768	LOFFLER COMPANIES	183.86
2703110	20,768	MED*GUNDERSEN LUTHER	128.00
2703110	20,768	MED*GUNDERSEN LUTHER	538.00
2703110	20,768	MED*GUNDERSEN LUTHER	197.00
2703110	20,768	MED*GUNDERSEN LUTHER	78.00
2703110	20,768	PEOPLE'S FOOD CO-OP	34.67
2703110	20,768	PETERBILT OF LACROSS	930.22
2703110	20,768	PETERBILT OF LACROSS	22.40
2703110	20,768	PETERBILT OF LACROSS	4.48
2703110	20,768	PETERBILT OF LACROSS	-212.50
2703110	20,768	PETERBILT OF LACROSS	-212.50
2703110	20,768	PETERBILT OF LACROSS	1,046.32
2703110	20,768	PETERBILT OF LACROSS	-212.50
2703110	20,768	PETERBILT OF LACROSS	747.70
2703110	20,768	PETERBILT OF LACROSS	31.10
2703110	20,768	PETERBILT OF LACROSS	1,370.47
2703110	20,768	PETERBILT OF LACROSS	9.36
2703110	20,768	POMP S TIRE #018	2,030.60
2703110	20,768	POMP S TIRE #018	1,090.09
2703110	20,768	POMP S TIRE #018	1,838.60
2703110	20,768	POMP S TIRE #018	1,242.04
2703110	20,768	PREMIUM WATERS INC	86.32
2703110	20,768	PREMIUM WATERS INC	12.45
2703110	20,768	PTG OF LA CROSSE	502.62
2703110	20,768	RENTOKIL NA, INC	90.95
2703110	20,768	SCHILLING SUPPLY COM	844.33
2703110	20,768	SCHLOTZSKYS #1940	15.61
2703110	20,768	SHELL OIL13088114015	9.68
2703110	20,768	SPX GENFARE	339.97

ORG	VENDOR #	VENDOR NAME	AMOUNT
2703110	20,768	TOYOTA OF LA CROSSE	142.63
2703110	20,768	TST*STADIUM VIEW	35.75
2703110	20,768	TST*STADIUM VIEW	17.32
2703110	20,768	VERIZONWRLSS*RTCCR V	187.78
2703110	20,768	WISCONSIN KENWORTH -	314.69
2703110	20,768	WISCONSIN KENWORTH -	925.86
2703110	20,768	WISCONSIN KENWORTH -	314.69
2703110	20,768	WISCONSIN KENWORTH -	314.69
2902051	20,768	AMAZON MKTPL*NI5WT67	15.99
2902051	20,768	AMAZON MKTPLACE PMTS	-16.99
2902051	20,768	BJ'S RESTAURANTS, IN	32.58
2902051	20,768	BSN SPORTS LLC	-64.80
2902051	20,768	BSN SPORTS LLC	-286.80
2902051	20,768	BSN SPORTS LLC	-310.29
2902051	20,768	EUROOPTIC LTD	1,799.96
2902051	20,768	GRIMM TAILS VETERINA	177.97
2902051	20,768	IN *TITLETOWN DRONES	796.00
2902051	20,768	PSI EXAMS	175.00
2902051	20,768	PSI EXAMS	175.00
2902058	20,768	ELITE K9 INC 2	329.15
2902058	20,768	FOX HARBOR PUB & GRI	29.54
2902058	20,768	FUN FUR PETS DOG DAY	55.00
2902058	20,768	HANSEN'S IGA BANGOR	29.40
2902058	20,768	HILTON GARDEN GRILL	29.43
2902058	20,768	HILTON GARDEN INN GR	365.86
2902058	20,768	KWIK TRIP #827	3.49
2902058	20,768	KWIK TRIP #827	9.03
2902058	20,768	KWIK TRIP #827	34.37
2902058	20,768	PAYPAL *USPCA 12	150.00
2902058	20,768	PETCO 0622	49.99
2902058	20,768	PETCO 0622	83.99
2902058	20,768	PETCO 0622	159.98
2902058	20,768	PETCO 0622	84.99
2902058	20,768	PETCO 0622	97.98
2902058	20,768	RUDY'S FEED 'N SEED	69.95
2902058	20,768	SUSHI LOVER	20.03
2902058	20,768	TST*STADIUM VIEW	17.34
2902058	20,768	TST*STADIUM VIEW	17.34
2902058	20,768	TST*STADIUM VIEW	17.34
2902058	20,768	WAGS AND WHISKERS	59.99
2902060	20,768	VERIZONWRLSS*RTCCR V	74.99
2902062	20,768	ADVERTISING CONCEPTS	72.00
2902062	20,768	AMER. MARINE LACR.FU	60.87
2902062	20,768	AMER. MARINE LACR.FU	63.60
2902062	20,768	AMERICAN MARINE LA C	52.37
2902063	20,768	ADVERTISING CONCEPTS	60.00
2902064	20,768	TOPPERS PIZZA LA CRO	118.37
2902065	20,768	VERIZONWRLSS*RTCCR V	152.13

ORG	VENDOR #	VENDOR NAME	AMOUNT
2902065	20,768	VERIZONWRLSS*RTCCR V	40.04
2902152	20,768	4IMPRINT, INC	1,078.36
2904250	20,768	CENTURYLINK LUMEN	4.25
2904254	20,768	IN *LA CROSSE BASEBA	1,912.50
2904267	20,768	LA CROSSE MEMORIALS	370.00
2904267	20,768	LA CROSSE MEMORIALS	11.10
2904268	20,768	AMAZON MKTPL*NN50B68	18.66
2904268	20,768	AMAZON MKTPL*NW9E198	129.99
2904268	20,768	BOB'S LOCK AND SAFE	20.00
2904268	20,768	MENARDS LA CROSSE WI	36.53
2904268	20,768	MENARDS LA CROSSE WI	63.40
2904268	20,768	MENARDS LA CROSSE WI	106.85
2904268	20,768	MENARDS LA CROSSE WI	55.57
2904268	20,768	MENARDS LA CROSSE WI	35.95
2904268	20,768	MENARDS LA CROSSE WI	48.93
2904268	20,768	MENARDS LA CROSSE WI	64.22
2904268	20,768	REINDERS ROCHESTER	331.95
2904268	20,768	SHERWIN-WILLIAMS7038	91.90
2904268	20,768	SQ *CUSTOM FAB AND M	82.68
2904268	20,768	SQ *CUSTOM FAB AND M	3.31
2904268	20,768	TODAYS TREE SERVICE	250.00
2904268	20,768	TODAYS TREE SERVICE	350.00
2904268	20,768	ZORO TOOLS INC	118.18
2904268	20,768	ZORO TOOLS INC	-298.77
2904269	20,768	CDW GOVT #PARKS - HU	53.54
2904269	20,768	IN *SFS EQUIPMENT LL	4,163.00
2904269	20,768	SP FOCAL POINT	1,885.10
2904269	20,768	SPECTRUM	84.99
2904274	20,768	AMAZON MARK* NZ30W5X	92.65
2904274	20,768	AMAZON MKTPL*NH6Z42E	225.97
2904274	20,768	PAY*PLAY GROUNDS OF	180.00
2904274	20,768	SAMS CLUB #6436	295.32
2904274	20,768	SAMS CLUB #6436	109.52
2904274	20,768	SMARTSIGN	126.36
2904274	20,768	WM SUPERCENTER #5127	595.44
2904274	20,768	WM SUPERCENTER #5127	377.02
2904275	20,768	AMAZON MKTPL*N67GU96	17.99
2904275	20,768	MENARDS LA CROSSE WI	16.12
2904275	20,768	SAMSCLUB.COM	155.50
2904275	20,768	SAMSCLUB.COM	9.96
2904275	20,768	SAMSCLUB.COM	100.08
2904275	20,768	WAL-MART #1679	97.33
2904275	20,768	WAL-MART #1679	35.01
2904275	20,768	WM SUPERCENTER #1679	35.25
2904276	20,768	AMAZON MKTPL*NN0E28I	24.99
2904276	20,768	AMAZON.COM*N693E7CK2	18.00
2904276	20,768	AMAZON.COM*N698C4MF2	17.82
2904276	20,768	DOMINO'S 9703	34.25

ORG	VENDOR #	VENDOR NAME	AMOUNT
2904276	20,768	DOMINO'S 9703	21.00
2904276	20,768	GOODWILL FORT ATKI	32.38
2904276	20,768	LA CROSSE MEMORIALS	500.00
2904276	20,768	MENARDS LA CROSSE WI	41.97
2904276	20,768	MENARDS LA CROSSE WI	37.17
2904276	20,768	MICHAELS STORES 5150	51.90
2904276	20,768	SAMSCLUB.COM	82.76
2904276	20,768	WALGREENS #12638	19.80
2904276	20,768	WAL-MART #1679	16.21
2904276	20,768	WM SUPERCENTER #1679	33.49
4020824	20,768	AMAZON MKTPL*NI2N73K	37.98
4020824	20,768	CDW GOVT #BOATHARBOR	4.21
4020824	20,768	CDW GOVT #BOATHARBOR	8.42
4020824	20,768	CDW GOVT #STORAGE CA	479.10
4020824	20,768	FS COM INC	613.04
4020824	20,768	MENARDS LA CROSSE WI	25.20
4020825	20,768	CDW GOVT #MAYOR EQUI	2,837.17
4020825	20,768	CDW GOVT #MAYOR EQUI	78.94
4022024	20,768	AMAZON MARK* NB8AF8U	83.95
4022024	20,768	AMAZON MKTPL*NB3U59B	318.65
4022024	20,768	CDW GOVT #GOLF PAVIL	1,215.91
4022024	20,768	CDW GOVT #PARKS CAME	13,179.20
4022024	20,768	CDW GOVT #PARKS CAME	370.30
4022024	20,768	CDW GOVT #PARKS CAME	2,846.96
4022024	20,768	CDW GOVT #STORAGE CA	287.46
4022024	20,768	CDW GOVT #STORAGE CA	191.64
4022125	20,768	NIC*WI EMV PUBLIC	173.48
4022125	20,768	NIC*WI EMV PUBLIC	169.50
4022125	20,768	NIC*WI EMV PUBLIC	169.50
4022125	20,768	NIC*WI EMV PUBLIC	169.50
4022125	20,768	NIC*WI EMV PUBLIC	169.50
4022125	20,768	NIC*WI EMV PUBLIC	169.50
4115110	20,768	AVID WISCONSIN DELLS	93.84
4115110	20,768	AVID WISCONSIN DELLS	0.01
4115110	20,768	AVID WISCONSIN DELLS	-10.25
4115110	20,768	COUN OF DEVELOP FINA	500.00
4800810	20,768	2COCOM*STELLAR INFOR	-27.50
4800810	20,768	CDW GOVT #MAYOR - AN	140.32
6006010	20,768	ADVANCE LOCAL MEDIA	7,050.00
6006010	20,768	AMAZON MKTPL*NI9PF97	58.16
6006010	20,768	AMAZON MKTPL*NN0NW2O	17.99
6006010	20,768	AMAZON MKTPL*NW7K527	33.24
6006010	20,768	AMAZON RETA* NN3VP9O	29.99
6006010	20,768	AMERICAN ASSOCIATION	220.00
6006010	20,768	CDW GOVT #AD8QG5C	5,098.77
6006010	20,768	CDW GOVT #ANNUAL MIC	8,307.16
6006010	20,768	CENTURYLINK LUMEN	14.41
6006010	20,768	MCDONALD'S F17274	13.88

ORG	VENDOR #	VENDOR NAME	AMOUNT
6006010	20,768	QTHHOSTING* QTH HOST	14.49
6006010	20,768	QTHHOSTING* QTH HOST	60.00
6006010	20,768	SENDINBLUE	39.00
6006010	20,768	SENDINBLUE	39.00
6006010	20,768	SQ *LAXPRINT.COM	90.00
6006010	20,768	THE UPS STORE 3838	27.40
6006010	20,768	THE UPS STORE 3838	15.80
6006010	20,768	TWILIO G3BTQM6388SJB	90.10
6006010	20,768	UBER *TRIP	34.93
6006010	20,768	VERIZONWRLSS*RTCCR V	33.26
6006010	20,768	VERIZONWRLSS*RTCCR V	301.78
6006010	20,768	VERIZONWRLSS*RTCCR V	36.01
6006015	20,768	AMAZON MKTPL*N68FB0M	91.56
6006015	20,768	AMAZON MKTPL*NI4224S	89.99
6006015	20,768	CULLIGAN LA CROSSE 2	5.00
6006015	20,768	GRAINGER	13.94
6006015	20,768	HARTER'S TRASH & REC	464.74
6006015	20,768	LACKORE ELECTRIC	153.00
6006015	20,768	LEXISNEXIS RISK SOL	227.31
6006015	20,768	MENARDS LA CROSSE WI	39.65
6006015	20,768	MENARDS LA CROSSE WI	88.64
6006015	20,768	MENARDS LA CROSSE WI	71.17
6006015	20,768	MENARDS LA CROSSE WI	68.97
6006015	20,768	NAMETAGCOUNTRY.COM	16.60
6006015	20,768	NORTHERN BATTERY 108	25.04
6006015	20,768	NORTHERN BATTERY 108	45.55
6006015	20,768	SCHILLING SUPPLY COM	64.13
6006015	20,768	SCHILLING SUPPLY COM	-60.00
6006015	20,768	SCHILLING SUPPLY COM	129.00
6006015	20,768	SCHILLING SUPPLY COM	92.52
6006015	20,768	SCHILLING SUPPLY COM	158.06
6006015	20,768	SCHILLING SUPPLY COM	19.82
6006015	20,768	SHERWIN-WILLIAMS7038	299.65
6006015	20,768	SPECTRUM	259.67
6006015	20,768	VIKING ELECTRIC-LACR	53.90
6006015	20,768	VIKING ELECTRIC-LACR	4.68
6006020	20,768	517 AUTO VALUE - ONA	-1.00
6006020	20,768	517 AUTO VALUE - ONA	7.90
6006020	20,768	517 AUTO VALUE - ONA	35.94
6006020	20,768	517 AUTO VALUE - ONA	8.16
6006020	20,768	517 AUTO VALUE - ONA	10.99
6006020	20,768	517 AUTO VALUE - ONA	29.98
6006020	20,768	517 AUTO VALUE - ONA	87.48
6006020	20,768	517 AUTO VALUE - ONA	28.98
6006020	20,768	517 AUTO VALUE - ONA	-10.99
6006020	20,768	517 AUTO VALUE - ONA	46.99
6006020	20,768	517 AUTO VALUE - ONA	32.59
6006020	20,768	517 AUTO VALUE - ONA	10.98

ORG	VENDOR #	VENDOR NAME	AMOUNT
6006020	20,768	517 AUTO VALUE - ONA	46.93
6006020	20,768	517 AUTO VALUE - ONA	10.76
6006020	20,768	AMAZON MKTPL*NW6NA0U	19.54
6006020	20,768	AMAZON MKTPL*NZ2UG9S	20.99
6006020	20,768	AMAZON MKTPL*S39YQ1P	33.99
6006020	20,768	COAST INDUS	265.23
6006020	20,768	CULLIGAN LA CROSSE 2	28.95
6006020	20,768	CULLIGAN LA CROSSE 2	16.50
6006020	20,768	DF SUPPLY	36.08
6006020	20,768	EDMO DISTRIBUTORS IN	7,488.80
6006020	20,768	FASTENAL COMPANY 01W	29.75
6006020	20,768	FASTENAL COMPANY 01W	36.59
6006020	20,768	GDLD INC	50.00
6006020	20,768	GRAINGER	86.42
6006020	20,768	HARBOR FREIGHT TOOLS	67.97
6006020	20,768	HARTER'S TRASH & REC	207.85
6006020	20,768	KIMBALL MIDWEST PAYE	387.55
6006020	20,768	KWIK TRIP #391	125.00
6006020	20,768	KWIK TRIP #391	-125.00
6006020	20,768	KWIK TRIP #391	38.84
6006020	20,768	MB COMPANIES	113.01
6006020	20,768	MENARDS LA CROSSE WI	47.94
6006020	20,768	MENARDS LA CROSSE WI	114.95
6006020	20,768	MENARDS LA CROSSE WI	80.82
6006020	20,768	MENARDS LA CROSSE WI	13.76
6006020	20,768	MENARDS LA CROSSE WI	44.97
6006020	20,768	MENARDS LA CROSSE WI	24.97
6006020	20,768	MIDWEST CALEDONIA	145.11
6006020	20,768	MIDWEST CALEDONIA	53.47
6006020	20,768	MIDWEST CALEDONIA	1,128.78
6006020	20,768	NORTHERN BATTERY 108	54.95
6006020	20,768	P T WELDING AND DRIV	175.00
6006020	20,768	POMP S TIRE #018	38.95
6006020	20,768	POMP S TIRE #018	156.44
6006020	20,768	RONCO ENGR SALES-LA	63.11
6006020	20,768	RONCO ENGR SALES-LA	5.17
6006020	20,768	SAFE-FAST (LAX)	51.32
6006020	20,768	THE HOME DEPOT #4905	17.97
6006020	20,768	VIKING ELECTRIC-LACR	133.11
6006020	20,768	ZORO TOOLS INC	88.73
6006020	20,768	ZORO TOOLS INC	362.95
6006025	20,768	WINDCAVE INC	166.36
6006030	20,768	AMAZON MKTPL*NZ2T07I	17.99
6006030	20,768	FASTENAL COMPANY 01W	12.63
6006030	20,768	SCHILLING SUPPLY COM	335.51
6106110	20,768	ACIBRIGHTSPEED	271.52
6106110	20,768	ACIBRIGHTSPEED	206.06
6106110	20,768	ACIBRIGHTSPEED	8.95

ORG	VENDOR #	VENDOR NAME	AMOUNT
6106110	20,768	ACIBRIGHTSPEED	8.95
6106110	20,768	AMAZON MKTPL*NZ91L9A	216.00
6106110	20,768	LA CROSSE MAIL & PRI	108.74
6106110	20,768	MENARDS LA CROSSE WI	7.98
6106110	20,768	MENARDS LA CROSSE WI	20.97
6106110	20,768	MENARDS LA CROSSE WI	108.93
6106110	20,768	MENARDS LA CROSSE WI	87.32
6106110	20,768	MENARDS LA CROSSE WI	23.64
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.48
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.06
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.72
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.24
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.54
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.12
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.72
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.18
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.36
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.36
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.36
6106110	20,768	NIC*TRAFFICVIOLREGPR	24.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	3.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	36.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	12.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	27.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	6.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	36.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	9.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	18.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	18.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	18.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.24
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.36
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.84
6106110	20,768	NIC*TRAFFICVIOLREGPR	12.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	18.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	42.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.24
6106110	20,768	NIC*TRAFFICVIOLREGPR	1.02
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.42
6106110	20,768	NIC*TRAFFICVIOLREGPR	0.06
6106110	20,768	NIC*TRAFFICVIOLREGPR	1.14
6106110	20,768	NIC*TRAFFICVIOLREGPR	12.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	51.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	21.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	3.00
6106110	20,768	NIC*TRAFFICVIOLREGPR	57.00
6106110	20,768	PLUNKETTS PEST CONTR	296.40
6106110	20,768	SQ *DON'S TOWING AND	550.00

ORG	VENDOR #	VENDOR NAME	AMOUNT
6106110	20,768	SUMMIT FIRE PROTECTI	36.00
6106110	20,768	VERIZONWRLSS*RTCCR V	252.07
6106110	20,768	VERIZONWRLSS*RTCCR V	224.99
6106110	20,768	VERIZONWRLSS*RTCCR V	144.04
6106110	20,768	WBS 003007 WI BLDG S	440.78
6106110	20,768	XCEL EZ-PAY FEE WEB	0.67
6106110	20,768	XCEL EZ-PAY WEB	30.34
6106110	20,768	ZORO TOOLS INC	134.07
6106110	20,768	ZORO TOOLS INC	165.20
6106110	20,768	ZORO TOOLS INC	134.07
6306310	20,768	(PC) 3926 DS	81.77
6306310	20,768	516 AUTO VALUE - LA	555.96
6306310	20,768	516 AUTO VALUE - LA	41.88
6306310	20,768	516 AUTO VALUE - LA	60.82
6306310	20,768	516 AUTO VALUE - LA	21.96
6306310	20,768	516 AUTO VALUE - LA	0.99
6306310	20,768	ACE OF LA CROSSE	53.53
6306310	20,768	ACE OF LA CROSSE	2.99
6306310	20,768	AMAZON MARK* N66CV0O	7.99
6306310	20,768	AMAZON MARK* NA92P6X	139.99
6306310	20,768	AMAZON MARK* NI4HC2Q	241.20
6306310	20,768	AMAZON MARK* NW8ST1O	117.22
6306310	20,768	AMAZON MARK* NW8T541	71.24
6306310	20,768	AMAZON MKTPL*NA03O6C	99.96
6306310	20,768	AMAZON MKTPL*NW2710T	49.81
6306310	20,768	AMAZON MKTPL*NZ6PP1F	40.84
6306310	20,768	AMAZON RETA* NZ86277	3,110.09
6306310	20,768	B & F FASTENER SUPPL	93.18
6306310	20,768	BATTERIES PLUS 860	9.95
6306310	20,768	BLT*DURAWEAR.COM	83.42
6306310	20,768	CDW GOVT #AE3744B	5.00
6306310	20,768	CDW GOVT #AE3SF9S	1,383.17
6306310	20,768	CDW GOVT #ANNUAL MIC	9,353.29
6306310	20,768	CDW GOVT #WASTEWATER	49.01
6306310	20,768	CDW GOVT #WASTEWATER	222.63
6306310	20,768	CENTURYLINK LUMEN	6.05
6306310	20,768	FARRELL EQUIPMENT&SU	3,595.71
6306310	20,768	FARRELL EQUIPMENT&SU	352.79
6306310	20,768	FIRST SUPPLY LA CROS	564.29
6306310	20,768	FIRST SUPPLY LA CROS	105.18
6306310	20,768	GRAINGER	82.27
6306310	20,768	GRAINGER	28.09
6306310	20,768	GRAINGER	670.82
6306310	20,768	GRAINGER	247.82
6306310	20,768	GRAINGER	190.00
6306310	20,768	GRAINGER	213.00
6306310	20,768	GRAINGER	603.17
6306310	20,768	GRAINGER	363.40

ORG	VENDOR #	VENDOR NAME	AMOUNT
6306310	20,768	GRAINGER	678.54
6306310	20,768	GRAINGER	402.54
6306310	20,768	GRAINGER	61.94
6306310	20,768	LACKORE ELECTRIC	29.04
6306310	20,768	LACKORE ELECTRIC	160.32
6306310	20,768	MENARDS LA CROSSE WI	514.71
6306310	20,768	MENARDS LA CROSSE WI	53.96
6306310	20,768	MENARDS LA CROSSE WI	306.83
6306310	20,768	MENARDS LA CROSSE WI	11.76
6306310	20,768	MENARDS LA CROSSE WI	28.34
6306310	20,768	MENARDS LA CROSSE WI	152.22
6306310	20,768	MENARDS LA CROSSE WI	24.95
6306310	20,768	MENARDS LA CROSSE WI	42.55
6306310	20,768	MICHAELS TRUCK EQUIP	412.50
6306310	20,768	SAMSCLUB.COM	155.85
6306310	20,768	SMARSH, INC.	120.64
6306310	20,768	SUMMIT FIRE PROTECTI	75.35
6306310	20,768	TORCOM/ANSWERING INN	136.07
6306310	20,768	UNIFIRST CORPORATION	56.09
6306310	20,768	UNIFIRST CORPORATION	56.09
6306310	20,768	UNIFIRST CORPORATION	56.09
6306310	20,768	UPS*BILLING CENTER	8.89
6306310	20,768	UPS*BILLING CENTER	16.88
6306310	20,768	UPS*BILLING CENTER	9.29
6306310	20,768	VERIZONWRLSS*RTCCR V	1,663.83
6306310	20,768	VERIZONWRLSS*RTCCR V	1,266.72
6306310	20,768	VERIZONWRLSS*RTCCR V	72.02
6306330	20,768	HARTER'S TRASH & REC	153.56
6306330	20,768	HARTER'S TRASH & REC	776.99
6306330	20,768	HARTER'S TRASH & REC	150.00
6306330	20,768	HARTER'S TRASH & REC	189.76
6306332	20,768	MENARDS LA CROSSE WI	42.19
6306332	2,542	NORTH CENTRAL LABS	253.85
6306332	20,768	SP MICROSCOPECENTRAL	59.99
6306336	20,768	ASAPPARTS	301.89
6306336	20,768	C & C MACHINE INC	687.06
6306336	20,768	GRAINGER	127.84
6306336	20,768	USABLUEBOOK	194.90
6306336	20,768	VERNON ELECTRIC COOP	49.66
6306340	20,768	AMAZON MARK* N69D16V	43.09
6306340	20,768	AMAZON MARK* NN4KW7C	89.64
6306340	20,768	B & F FASTENER SUPPL	33.78
6306340	20,768	C & C MACHINE INC	3,195.17
6306340	20,768	DESIGN AIR	256.38
6306340	20,768	FIRST SUPPLY LA CROS	123.63
6306340	20,768	FIRST SUPPLY LA CROS	793.12
6306340	20,768	FIRST SUPPLY LA CROS	88.87
6306340	20,768	GRAINGER	406.08

ORG	VENDOR #	VENDOR NAME	AMOUNT
6306340	20,768	GRAINGER	16.43
6306340	20,768	GRAINGER	133.60
6306340	20,768	GRAINGER	220.86
6306340	20,768	GRAINGER	170.28
6306340	20,768	MENARDS LA CROSSE WI	207.31
6306340	20,768	MENARDS LA CROSSE WI	69.99
6306340	20,768	MENARDS LA CROSSE WI	63.20
6306340	20,768	MENARDS LA CROSSE WI	13.98
6306340	20,768	P T WELDING AND DRIV	408.26
6406410	20,768	AMAZON MKTPL*NN6TH4E	63.96
6406410	20,768	AMAZON MKTPL*NW5B94I	12.97
6406410	20,768	AMAZON MKTPL*NW5B94I	24.24
6406410	20,768	AMAZON.COM*NN3GK8CI2	71.40
6406410	20,768	AMAZON.COM*NW0V24GM1	25.11
6406410	20,768	AMAZON.COM*NW78F3E02	109.54
6406410	20,768	CDW GOVT #ANNUAL MIC	11,180.26
6406410	20,768	CENTURYLINK LUMEN	9.22
6406410	20,768	COLUMN PUBLIC NOTICE	202.31
6406410	20,768	CULVERS OF MAUSTON	31.40
6406410	20,768	DOJ EPAY RECORDS CHE	7.00
6406410	20,768	FARM & FLEET OF LACR	119.94
6406410	20,768	FARM & FLEET OF LACR	69.99
6406410	20,768	FARM & FLEET OF LACR	-20.00
6406410	20,768	FARM & FLEET OF LACR	125.00
6406410	20,768	FARRELL EQUIPMENT&SU	157.93
6406410	20,768	HARBOR FREIGHT TOOLS	34.99
6406410	20,768	HARBOR FREIGHT TOOLS	31.99
6406410	20,768	HOLIDAY INN EXP & SU	139.00
6406410	20,768	HOLIDAY INN EXP & SU	139.00
6406410	20,768	KIMBALL MIDWEST PAYE	99.66
6406410	20,768	MENARDS LA CROSSE WI	49.33
6406410	20,768	MENARDS LA CROSSE WI	6.58
6406410	20,768	MENARDS LA CROSSE WI	81.74
6406410	20,768	MENARDS LA CROSSE WI	172.95
6406410	20,768	MENARDS LA CROSSE WI	63.94
6406410	20,768	MENARDS LA CROSSE WI	6.59
6406410	20,768	MENARDS LA CROSSE WI	140.74
6406410	20,768	MENARDS LA CROSSE WI	22.99
6406410	20,768	MENARDS LA CROSSE WI	88.59
6406410	20,768	MENARDS LA CROSSE WI	57.95
6406410	20,768	MENARDS LA CROSSE WI	19.98
6406410	20,768	MENARDS LA CROSSE WI	17.19
6406410	20,768	MISSISSIPPI WELDERS	220.50
6406410	20,768	SMARSH, INC.	160.84
6406410	20,768	VERIZONWRLSS*RTCCR V	40.54
6406410	20,768	VERIZONWRLSS*RTCCR V	20.02
6406410	20,768	VERIZONWRLSS*RTCCR V	586.08
6406410	20,768	VERIZONWRLSS*RTCCR V	40.04

ORG	VENDOR #	VENDOR NAME	AMOUNT
6406410	20,768	WAL-MART #1679	80.94
6406410	20,768	WALMART.COM	24.38
6406410	20,768	WALMART.COM	38.94
6406410	20,768	WM SUPERCENTER #1679	35.88
6406432	20,768	AMAZON.COM*NI2O19IE0	20.79
6406432	20,768	MENARDS LA CROSSE WI	19.98
6406432	20,768	MENARDS LA CROSSE WI	27.92
6406432	20,768	MENARDS LA CROSSE WI	79.79
6406432	20,768	VERIZONWRLSS*RTCCR V	121.47
6406432	20,768	VERIZONWRLSS*RTCCR V	280.28
6406432	20,768	ZORO TOOLS INC	521.96
6406434	20,768	USABLUEBOOK	899.79
6406434	20,768	USABLUEBOOK	68.68
6406436	20,768	FARRELL EQUIPMENT&SU	614.37
6406436	20,768	FIRST SUPPLY LA CROS	890.57
6406436	20,768	MENARDS LA CROSSE WI	809.89
6406436	20,768	MENARDS LA CROSSE WI	29.98
6406436	20,768	MENARDS LA CROSSE WI	34.99
6406436	20,768	USABLUEBOOK	619.06
6406438	20,768	LA CROSSE MAIL & PRI	29.01
6456495	20,768	MICHAELS TRUCK EQUIP	443.74
6506510	20,768	CDW GOVT #ANNUAL MIC	3,117.00
6506510	20,768	FARRELL EQUIPMENT&SU	1,541.02
6506510	20,768	FARRELL EQUIPMENT&SU	151.20
6506510	20,768	MICHAELS TRUCK EQUIP	962.50
6506510	20,768	SAMSCLUB.COM	103.90
6506510	20,768	SMARSH, INC.	120.63
6506510	20,768	WISCONSIN KENWORTH -	797.20
6506524	20,768	FIRST SUPPLY LA CROS	1,125.04
6506524	20,768	FIRST SUPPLY LA CROS	1,125.04
8100210	20,768	LA CROSSE MAIL & PRI	28.94
8309910	20,768	MED*GUNDERSEN LUTHER	160.00
8309910	20,768	MED*GUNDERSEN LUTHER	40.00
		TOTAL	$731,399.81

Monthly Estimates for July 2025

	CONTRACTOR	CONTRACT NAME	JOB #	*June 2025* ESTIMATE AMOUNT	CONTRACT AMOUNT	CONTINGENCY AMT
1	Interstate Roofing & Waterproofing, Inc. (FINAL)	La Crosse Center South Hall Roof Re-bid	BLDG-24-36	20,278.40	820,750.00	54,250.00
2	Decker Supply Company, Inc (FINAL)	Route 1 Signs	MISC-24-43	2,380.00	47,111.55	2,888.45
3	CBS Squared (FINAL)	Professional Services Agreement for Traffic Signal Design	AGRE-21-17	1,045.39	65,284.80	-
4	Gerke Excavating (FINAL)	County B Retaining Wall Project	MISC-24-20	2,110.96	85,472.35	12,820.85
5	VIP Outdoor Services (FINAL)	2024-2025 Snow Removal	MISC-24-42	237.50	-	240,000.00
6	Fowler & Hammer, Inc. (FINAL)	2024 Miscellaneous Sidewalk Infill	PAVE-24-14	2,806.94	113,766.50	5,852.78
7	Fowler & Hammer, Inc.	13th Place S - South Ave to Horton St	CURB-25-15	72,616.34	125,931.22	18,889.67
8	Gerke Excavating	Charles Street Reconstruction	CURB-24-22	50,042.24	326,467.50	34,192.76
9	Eco Concrete Company	Downtown Streetscaping & Tree Planting	LITG-24-10	110,832.71	622,729.68	-
10	Dakota Supply Group	Hintgen Neighborhood Pedestrian Lighting	LITG-25-08	52,207.38	39,090.00	-
11	Chippewa Concrete Services, Inc	Rose Street & St James Street Streetscape and Reconstruction	CURB-24-29	18,123.10	575,876.33	86,381.45
12	Fowler & Hammer, Inc.	2024 Curb & Gutter with Utilities (South)	CURB-24-19	6,241.46	311,453.14	46,621.64
13	Visu-Sewer LLC	Sanitary Sewer Lining & Rehabilitation - Dibision St to Cass St	SANS-24-12	302,474.25	1,805,325.00	-
14	Pember Companies, Inc.	Pammel Creek Repairs Phase 1 Project	MISC-25-02	151,132.69	131,515.25	19,727.28
15	Visu-Sewer LLC	Sanitary Sewer Lining & Rehabilitation - Dibision St to Cass St	SANS-24-12	141,618.75	1,805,325.00	-
16	Fowler & Hammer, Inc.	2025 Annual Miscellaneous Curb & Gutter and Pavement Replacement	CURB-25-18	43,166.19	131,815.00	18,185.00
17	Short Elliott Hendrickson, Inc.	Grandad Reservoir	AGRE-24-46	5,289.99	205,300.00	-
18	Benesch	ADA Transition Plan Agreement	AGRE-22-19	3,743.85	203,863.76	150,000.00
19	WSP USA	Reconstruction of Monitor Street - Rose Street to Lang Drive (STP Urban)	AGRE-23-11	801.76	196,369.39	-
20	Chippewa Concrete Services, Inc	Causeway Boulevard Reconstruction	MISC-23-48	289,704.60	3,675,564.14	77,935.86
21	Mead & Hunt, Inc.	Losey Boulevard (HISP)	AGRE-24-30	8,173.40	319,998.81	-
22	WSP USA	Green Bay - Losey Blvd to Dead End	AGRE-25-01	4,425.96	95,800.00	-
23	Short Elliott Hendrickson, Inc.	Brine Tank Design	AGRE-23-45	8,994.20	353,862.00	-
24	ISG, Inc.	2027 Front Street Reconstruction	AGRE-23-04	31,440.00	194,050.00	-
25	Short Elliott Hendrickson, Inc.	Causeway Boulevard Construction Agreement	AGRE-24-08	20,946.76	284,000.00	-
26	Donohue & Associates, Inc.	Final Design Agreement for WWTP Improvements	AGRE-20-34	71,366.34	6,131,049.00	-
27	Mead & Hunt, Inc.	6th Street Reconstruction (STP-URBAN)	AGRE-22-35	8,898.28	224,445.77	-
28	IMEG Consultants Corporation	La Crosse Public Library HVAC Upgrades	AGRE-25-10	25,000.00	62,500.00	-
29	Fowler & Hammer, Inc.	2025 Sewer Utility Sidewalk Replacement	PAVE-25-07	41,655.33	184,907.50	18,490.75
				1,497,754.77	19,139,623.69	786,236.49

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0761

Agenda Date: 7/10/2025 **Version:** 1 **Status:** Agenda Ready

In Control: Common Council **File Type:** Appointment

OFFICE OF THE MAYOR
LA CROSSE

July 10, 2025 FILE ID #25-0761

Dear Members of the Common Council:

This will serve to notify you that I am making the following appointments. Please be advised that the City Attorney, Mayor and City Clerk review all of the terms of each appointed office. These appointments are based on the best available information at this time and are subject to continued review. Any updates or corrections may be made at a future time based on their findings.

Bicycle and Pedestrian Advisory Committee
Appoint Whitney Hughes for a two (2) year term ending July 10, 2027.
Appoint Kevin Hundt for a two (2) year term ending July 10, 2027.
Appoint Andrew Ericson for a two (2) year term ending July 10, 2027.

Board of Zoning Appeals
Appoint Ben Stepanek for a three (3) year term ending July 10, 2028.

City Plan Commission
Reappoint Elaine Yager for a three (3) year term ending July 10, 2028.

Climate Action Plan Steering Committee
Reappoint Dorothy Lenard for a two (2) year term ending July 10, 2027.
Reappoint Casey Meehan for a two (2) year term ending July 10, 2027.
Reappoint Andrew Ericson for a two (2) year term ending July 10, 2027.

International Committee
Appoint Zakee Pearson for a three (3) year term ending July 10, 2028.
Reappoint Melissa Giefer for a three (3) year term ending July 10, 2028.
Reappoint Mindy Wiesjahn for a three (3) year term ending July 10, 2028.

La Crosse Center Board
Appoint Beth Hartung for a three (3) year term ending July 10, 2028.

Neighborhood Revitalization Commission
Reappoint Jessica Stanton for a two (2) year term ending July 10, 2027.

Room Tax Commission
Reappoint Ben Stepanek for a two (2) year term ending July 10, 2027.

Confirmation of the above appointments is needed and will be appreciated.

Sincerely,



Mayor Shaundel
SWS:as

CC: Sondra Craig, Deputy Clerk
Brenda Buddenhagen, Paralegal

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0162

Agenda Date: 7/10/2025 **Version:** 1 **Status:** Agenda Ready

In Control: Common Council **File Type:** Resolution

Agenda Number:

Report of Bids and Resolution awarding contract to Henricksen & Company, Inc. in the amount of $157,761.97 for the La Crosse Public Library Furniture Contract 01 - General Furnishings project.

RESOLUTION

BE IT RESOLVED BY THE Common Council of the City of La Crosse that the bid in the amount of $157,761.97 of Henricksen & Company, Inc. on the 2nd day of July, 2025 for the performance of the following public work, to-wit:

La Crosse Public Library Furniture Contract 01- General Furnishings

being the lowest responsible bid based upon the project specifications as finally accepted by the Common Council, be and the same is hereby accepted.

BE IT RESOLVED that a contract in the amount of $157,761.97, the cost thereof, is and the same is hereby appropriated and ordered paid out of the following:

Flexible Facilities Program Grant (FFP)	$157,761.97

BE IT FURTHER RESOLVED that the sum of $7,238.03, the cost thereof, is and the same is hereby appropriated and ordered paid out of the following:

Flexible Facilities Program Grant (FFP)	$7,238.03

as and for a Contingency Fund for such public work with the Board of Public Works authorized to make the necessary changes in said contract that the circumstances may warrant and to pay for such changes from such Contingency Fund, all in accordance with the terms in the City of La Crosse Contract Volume.

BE IT FURTHER RESOLVED that the Board of Public Works is authorized to direct purchase any material and/or equipment it deems to be in the best interest of the City.

BE IT FURTHER RESOLVED that the contract is made, executed and delivered in the name of the City of La Crosse, Wisconsin.

City of La Crosse Engineering
400 La Crosse Street
La Crosse, WI 54601
Phone (608) 789-7505
Fax (608) 789-8184

07/02/2025

PROJECT: La Crosse Public Library Furniture Contract 01- General Furnishings

To the Honorable Mayor and Common Council of the City of La Crosse, Wisconsin

Dear Mayor and Council Members:

The following bids were received for the **La Crosse Public Library Furniture Contract 01- General Furnishings** project:

Henricken & Company, Inc. **$157,761.97**
Itasca, IL

The Director of Engineering & Public Works recommends awarding the bid for the **La Crosse Public Library Furniture Contract 01- General Furnishings** project to Henricksen & Company, Inc. in the amount of **$157,761.97,**

Sincerely,

Matthew Gallager
Director of Engineering & Public Works

MG:mh

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0360

Agenda Date: 7/10/2025 **Version:** 1 **Status:** Agenda Ready

In Control: Common Council **File Type:** Resolution

Report of Bids and Resolution awarding contract to Fowler & Hammer, Inc. in the amount of $24,548.85 for the 7th & Tyler St Pedestrian Crossing project.

RESOLUTION

BE IT RESOLVED BY THE Common Council of the City of La Crosse that the bid in the amount of $24,548.85 of Fowler & Hammer, Inc. on the 2nd day of July, 2025 for the performance of the following public work, to-wit:

7th & Tyler St Pedestrian Crossing

being the lowest responsible bid based upon the project specifications as finally accepted by the Common Council, be and the same is hereby accepted.

BE IT RESOLVED that a contract in the amount of $24,548.85, the cost thereof, is and the same is hereby appropriated and ordered paid out of the following:

2025 CIP #935 – 7th & Tyler RRFB (New Borrowing)	$24,548.85

BE IT FURTHER RESOLVED that the sum of $3,832.32, the cost thereof, is and the same is hereby appropriated and ordered paid out of the following:

2025 CIP#935 – 7th & Tyler RRFB (New Borrowing)	$3,832.32

as and for a Contingency Fund for such public work with the Board of Public Works authorized to make the necessary changes in said contract that the circumstances may warrant and to pay for such changes from such Contingency Fund, all in accordance with the terms in the City of La Crosse Contract Volume.

BE IT FURTHER RESOLVED that the Board of Public Works is authorized to direct purchase any material and/or equipment it deems to be in the best interest of the City.

BE IT FURTHER RESOLVED that the contract is made, executed and delivered in the name of the City of La Crosse, Wisconsin.

City of La Crosse Engineering
400 La Crosse Street
La Crosse, WI 54601
Phone (608) 789-7505
Fax (608) 789-8184

07/02/2025

PROJECT: 7th & Tyler St Pedestrian Crossing

To the Honorable Mayor and Common Council of the City of La Crosse, Wisconsin

Dear Mayor and Council Members:

The following bids were received for the **7th & Tyler St Pedestrian Crossing** project:

Fowler & Hammer, Inc. La Crosse, WI	$24,548.85
T2 Contracting, LLC Tomah, WI	$28,323.11
Pember Companies, Inc. Menomonie, WI	$42,341.25

The Director of Engineering & Public Works recommends awarding the bid for the **7th & Tyler St Pedestrian Crossing** project to **Fowler & Hammer, Inc.** in the amount of **$24,548.85.**

Sincerely,

Matthew Gallager
Director of Engineering & Public Works

MG:mh

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0669

Agenda Date: 7/10/2025 **Version:** 1 **Status:** Agenda Ready

In Control: Common Council **File Type:** Resolution

Agenda Number:

Report of Bids and Resolution awarding contract to Henricksen & Company, Inc. in the amount of $255,431.63 for the La Crosse Public Library Furniture Contract 03 - Systems Furnishings project.

RESOLUTION

BE IT RESOLVED BY THE Common Council of the City of La Crosse that the bid in the amount of $255,431.63 of Henricksen & Company, Inc. on the 2nd day of July, 2025 for the performance of the following public work, to-wit:

La Crosse Public Library Furniture Contract 03 – Systems Furnishings

being the lowest responsible bid based upon the project specifications as finally accepted by the Common Council, be and the same is hereby accepted.

BE IT RESOLVED that a contract in the amount of $255,431.63, the cost thereof, is and the same is hereby appropriated and ordered paid out of the following:

Flexible Facilities Program Grant (FFP)	$255,431.63

BE IT FURTHER RESOLVED that the sum of $9,568.37, the cost thereof, is and the same is hereby appropriated and ordered paid out of the following:

Flexible Facilities Program Grant (FFP)	$9,568.37

as and for a Contingency Fund for such public work with the Board of Public Works authorized to make the necessary changes in said contract that the circumstances may warrant and to pay for such changes from such Contingency Fund, all in accordance with the terms in the City of La Crosse Contract Volume.

BE IT FURTHER RESOLVED that the Board of Public Works is authorized to direct purchase any material and/or equipment it deems to be in the best interest of the City.

BE IT FURTHER RESOLVED that the contract is made, executed and delivered in the name of the City of La Crosse, Wisconsin.

City of La Crosse Engineering
400 La Crosse Street
La Crosse, WI 54601
Phone (608) 789-7505
Fax (608) 789-8184

07/02/2025

PROJECT: La Crosse Public Library Furniture Contract 03 – Systems Furnishings

To the Honorable Mayor and Common Council of the City of La Crosse, Wisconsin

Dear Mayor and Council Members:

The following bids were received for the **La Crosse Public Library Furniture Contract 03 – Systems Furnishings** project:

Henricksen & Company, Inc. **$255,431.63**
Itasca, IL

The Director of Engineering & Public Works recommends awarding the bid for the **La Crosse Public Library Furniture Contract 03 – Systems Furnishings** project to **Henricksen & Company, Inc.** in the amount of **$255,431.63,**

Sincerely,

Matthew Gallager
Director of Engineering & Public Works

MG:mh

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0670

Agenda Date: 7/10/2025 **Version:** 1 **Status:** Agenda Ready

In Control: Common Council **File Type:** Resolution

Agenda Number:

Report of Bids and Resolution awarding contract to Library Furniture International LLC in the amount of $75,539.00 for the La Crosse Public Library Furniture Contract 04 - Custom Furnishings project.

RESOLUTION

BE IT RESOLVED BY THE Common Council of the City of La Crosse that the bid in the amount of $75,539.00 of Library Furniture International LLC on the 2nd day of July, 2025 for the performance of the following public work, to-wit:

La Crosse Public Library Furniture Contract 04 – Library Custom Furniture

being the lowest responsible bid based upon the project specifications as finally accepted by the Common Council, be and the same is hereby accepted.

BE IT RESOLVED that a contract in the amount of $75,539.00, the cost thereof, is and the same is hereby appropriated and ordered paid out of the following:

Flexible Facilities Program Grant (FFP)	$75,539.00

BE IT FURTHER RESOLVED that the sum of $9,461.00, the cost thereof, is and the same is hereby appropriated and ordered paid out of the following:

Flexible Facilities Program Grant (FFP)	$9,461.00

as and for a Contingency Fund for such public work with the Board of Public Works authorized to make the necessary changes in said contract that the circumstances may warrant and to pay for such changes from such Contingency Fund, all in accordance with the terms in the City of La Crosse Contract Volume.

BE IT FURTHER RESOLVED that the Board of Public Works is authorized to direct purchase any material and/or equipment it deems to be in the best interest of the City.

BE IT FURTHER RESOLVED that the contract is made, executed and delivered in the name of the City of La Crosse, Wisconsin.

City of La Crosse Engineering
400 La Crosse Street
La Crosse, WI 54601
Phone (608) 789-7505
Fax (608) 789-8184

07/02/2025

PROJECT: La Crosse Public Library Furniture Contract 04 – Library Custom Furniture

To the Honorable Mayor and Common Council of the City of La Crosse, Wisconsin

Dear Mayor and Council Members:

The following bids were received for the **La Crosse Public Library Furniture Contract 04 – Library Custom Furniture** project:

Library Furniture International LLC **$75,539.00**
Wheeling, IL

The Director of Engineering & Public Works recommends awarding the bid for the **La Crosse Public Library Furniture Contract 04 – Library Custom Furniture** project to **Library Furniture International LLC.** in the amount of **$75.539.00,**

Sincerely,

Matthew Gallager
Director of Engineering & Public Works

MG:mh

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0671

Agenda Date: 7/10/2025 **Version:** 1 **Status:** Agenda Ready

In Control: Common Council **File Type:** Resolution

Agenda Number:

Report of Bids and Resolution awarding contract to Henricksen & Company, Inc. in the amount of $93,845.71 for the La Crosse Public Library Furniture Contract 05 - Bookstacks project.

RESOLUTION

BE IT RESOLVED BY THE Common Council of the City of La Crosse that the bid in the amount of $93,845.71 of Henricksen & Company, Inc. on the 2nd day of July, 2025 for the performance of the following public work, to-wit:

La Crosse Public Library Furniture Contract 05 – Bookstacks

being the lowest responsible bid based upon the project specifications as finally accepted by the Common Council, be and the same is hereby accepted.

BE IT RESOLVED that a contract in the amount of $93,845.71, the cost thereof, is and the same is hereby appropriated and ordered paid out of the following:

Flexible Facilities Program Grant (FFP)	$93,845.71

BE IT FURTHER RESOLVED that the sum of $6,154.29, the cost thereof, is and the same is hereby appropriated and ordered paid out of the following:

Flexible Facilities Program Grant (FFP)	$6,154.29

as and for a Contingency Fund for such public work with the Board of Public Works authorized to make the necessary changes in said contract that the circumstances may warrant and to pay for such changes from such Contingency Fund, all in accordance with the terms in the City of La Crosse Contract Volume.

BE IT FURTHER RESOLVED that the Board of Public Works is authorized to direct purchase any material and/or equipment it deems to be in the best interest of the City.

BE IT FURTHER RESOLVED that the contract is made, executed and delivered in the name of the City of La Crosse, Wisconsin.

City of La Crosse Engineering
400 La Crosse Street
La Crosse, WI 54601
Phone (608) 789-7505
Fax (608) 789-8184

07/02/2025

PROJECT: La Crosse Public Library Furniture Contract 05 – Bookstacks

To the Honorable Mayor and Common Council of the City of La Crosse, Wisconsin

Dear Mayor and Council Members:

The following bids were received for the **La Crosse Public Library Furniture Contract 05 – Bookstacks** project:

Henricksen & Company, Inc. **$93,845.71**
Itasca, IL

The Director of Engineering & Public Works recommends awarding the bid for the **La Crosse Public Library Furniture Contract 05 – Bookstacks** project to **Henrickson** in the amount of **$93,845.71,**

Sincerely,

Matthew Gallager
Director of Engineering & Public Works

MG:mh

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0707

Agenda Date: 7/10/2025 **Version:** 1 **Status:** No Recommendation

In Control: Common Council **File Type:** Resolution

Agenda Number:

25-0707

Resolution appropriating funds related to the incorporation petition of the Town of Campbell.

RESOLUTION

WHEREAS, a Petition for Incorporation of the Town of Campbell, La Crosse County, as the Village of French Island, was filed with the La Crosse County Circuit Court on December 6, 2024; and

WHEREAS, the City of La Crosse has an interest in such incorporation proceedings, including being a party to and participating in the proceedings.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby appropriates the sum of $50,000 from the General Fund unassigned fund balance for legal expenses and other costs that may be incurred related to and for its participation in the incorporation matters regarding the Town of Campbell and proposed Village of French Island.

BE IT FURTHER RESOLVED that the Legal Department, Finance Department, and any other appropriate City staff may take any and all actions to effectuate this resolution.

CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID 25-0707 Caption Resolution appropriating funds related to the incorporation petition of the Town of Campbell.

Staff/Department Responsible for Legislation

Legal Department

Requestor of Legislation

Common Council

Location, if applicable

Town of Campbell

Summary/Purpose

Additional funds are needed to protect the interests of the City of La Crosse, its taxpayers and rate payers.

Background

City Council previously enacted two resolutions on February 13, 2025. Resolution 25-0179 expressing its willingness to annex property in the Town of Campbell, rather than allowing the Town to incorporate, and Resolution 25-0180 appropriating funds for costs and expenses relating to the same.

Fiscal Impact

$50,000

Staff Recommendation

Approve

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0466

Agenda Date: 7/10/2025

Version: 1

Status: Recommended to be Adopted

In Control: Common Council

File Type: Resolution

Agenda Number:

Resolution approving Preliminary Plat of Chambers-Markle Farmstead Subdivision to the City of La Crosse, La Crosse County, Wisconsin.

RESOLUTION

BE IT RESOLVED by the Common Council of the City of La Crosse that the Preliminary Plat of Chambers-Markle Farmstead Subdivision to the City of La Crosse, La Crosse County, Wisconsin being made in accordance with the Wisconsin Statutes, is hereby approved.

BE IT FURTHER RESOLVED that the City Clerk and other required City staff or officers are authorized to sign said plat after reports of full compliance have been received from the departments at the City and County of La Crosse who review said plat as required by Municipal Code.

Craig, Sondra

From: Elsen, Nikki
Sent: Tuesday, June 3, 2025 8:46 AM
To: Karl Schilling; James Makepeace
Cc: Trane, Andrea; Craig, Sondra
Subject: RE: Property Logic Preliminary Plat

Received. The Plan Commission and Council Members will be notified.

The final plat, checklist and applicable fee should be submitted by end of day Monday, June 16th for consideration in July.
Plat webpage: https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.cityoflacrosse.org%2Fyour-government%2Fdepartments%2Fcity-clerk%2Fforms-chart%2Fplat-submittal&data=05%7C02%7Ccraigs%40cityoflacrosse.org%7C1d0a3eabd7d54bf83eb808dda2a5061c%7Cb9bc47de972a4482ad22b9c21b74e467%7C0%7C0%7C638845551863617054%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=7%2F0idCsbcOpQdF1lgTQG8jd1Q3yf9TrL9yZx6JsYigU%3D&reserved=0

Thank you.

NIKKI M. ELSEN, WCMC
City Clerk
elsenn@cityoflacrosse.org
Direct: 608.789.7555 | Office: 608.789.7510

-----Original Message-----
From: Karl Schilling <ks.propertylogic@gmail.com>
Sent: Monday, June 2, 2025 2:50 PM
To: Elsen, Nikki <elsenn@cityoflacrosse.org>; James Makepeace <james@makepeaceengineering.com>
Subject: Property Logic Preliminary Plat

[You don't often get email from ks.propertylogic@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

*** 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. ***

Good afternoon Nikki,

We would like to refer the preliminary plat of Chambers-Markle Farmstead Subdivision to the following month's meeting. We will plan to have the preliminary plat as well as the final plat for that meeting next month, to try and streamline the process.

Karl Schilling

CHAMBERS-MARKLE FARMSTEAD SUBDIVISION

ALL OF LOT 21, WATERVIEW SUBDIVISION; LOCATED IN THE SE 1/4 - NW 1/4, SECTION 27, T15N-R7W CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN

OWNERS CERTIFICATE:

As owner, I hereby certify that I caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. I also certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

City of La Crosse
Wisconsin Department of Transportation
Wisconsin Department of Administration (Plat Review)

Witness the hand and seal of said owners this_____day of_____,2025.

In the presence of: _____
Witness

_____
Karl Schilling (Property Logic, LLC)

State of Wisconsin)
County of La Crosse) ss

Personally came before me this_____day of_____, 2025, Karl Schilling, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public

Notary Public,_____, Wisconsin

My Commission Expires_____ _____
Notary Public Printed Name

CITY TREASURER CERTIFICATE

State of Wisconsin)
County of La Crosse) ss

I, Chadwick Hawkins, being the duly appointed, qualified and acting treasurer of the City of La Crosse, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of _____,2025, on any of the land included in this plat.

_____
Chadwick Hawkins, Treasurer Date:

COUNTY TREASURER CERTIFICATE:

State of Wisconsin)
County of La Crosse) ss

I, Amy L. Twitchell, being the duly appointed, qualified and acting Treasurer of the County of La Crosse, do hereby certify that the records in my office show there are no unpaid taxes or unpaid special assessments as of_____,2025, affecting the lands included in this plat.

_____
Amy L. Twitchell, Treasurer Date:

REGISTER OF DEEDS CERTIFICATE:

State of Wisconsin)
County of La Crosse) ss

I, Robin Kadrmas, being duly appointed, qualified and acting Register of Deeds of the County of La Crosse, do hereby certify that the Plat of Waterview Subdivision was received for record this_____day of _____,2025, at _____o'clock___m.

_____
Robin Kadrmas, Register of Deeds Date:

CITY COMMON COUNCIL CERTIFICATE:

Resolved that the Plat of Subdivision of Lot 21 of Waterview Subdivision, is hereby approved by the Common Council of the City of La Crosse.

_____
Shaundel Washington-Spivey, Mayor Date:

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council.

_____
Nikki Elsen , City Clerk Date:

Legal Description

I, Christopher W. Fechner, Professional Land Surveyor, do hereby certify that I have surveyed and mapped this Certified Survey Map being all of Lot 21, Waterview Subdivision, located in the SE 1/4 of the NW 1/4, Section 27, T15N-R7W, City of La Crosse, La Crosse County, Wisconsin.

Subject to any easements, covenants and restrictions of record.

That such plat is a correct representation of all of the exterior boundaries of the land surveyed and the subdivision thereof made.

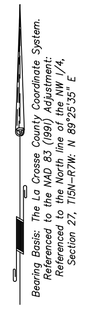
That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of La Crosse in surveying and mapping the same.

Dated this_____day of_____, 2025.

_____
Christopher W. Fechner
Professional Land Surveyor # S-2448

_____
Notary Public
_____, Wisconsin
My Commission Expires_____

_____
Notary Public Printed Name

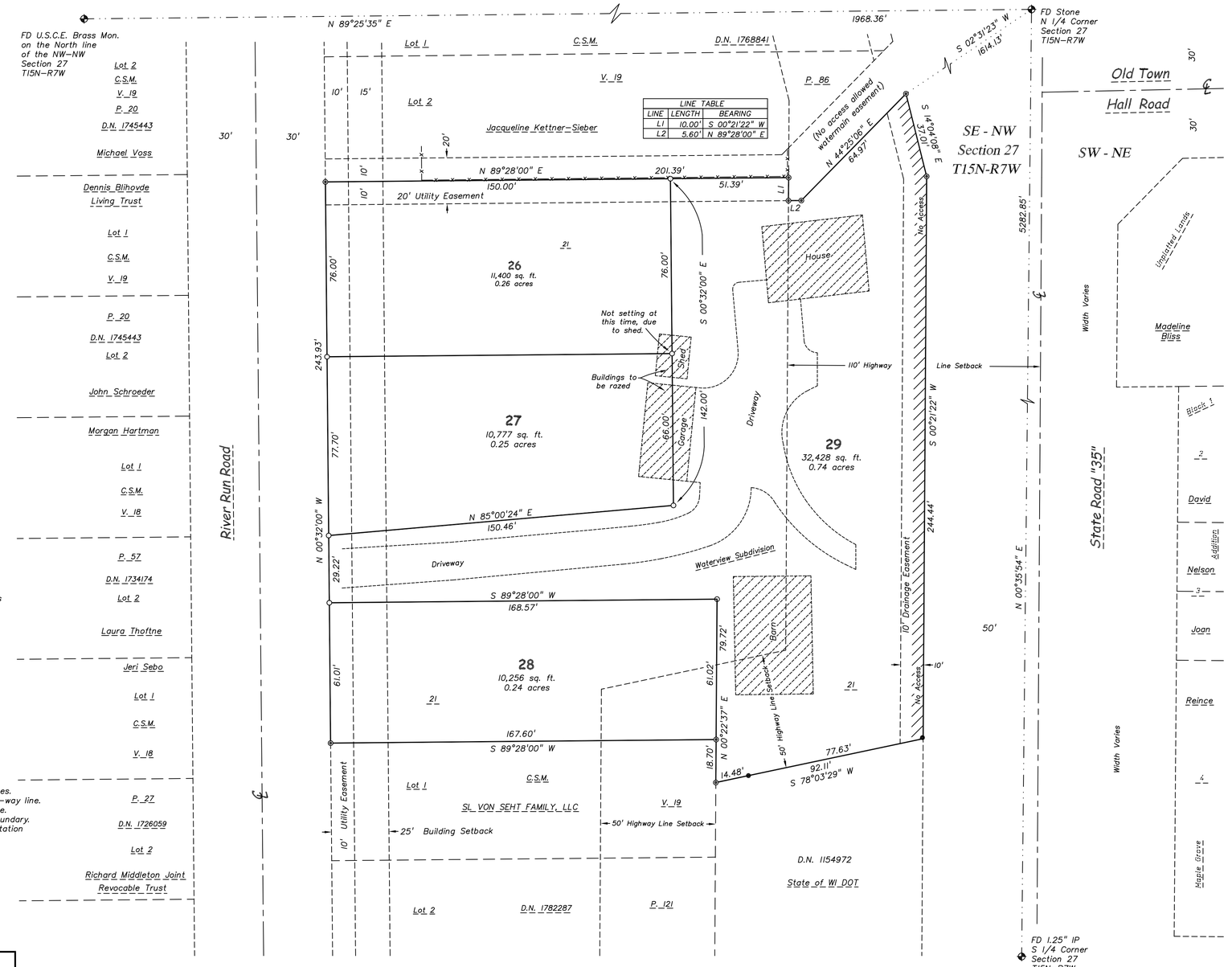


LEGEND

- ● = Found 1" O.D. Iron Pipe (unless stated otherwise)
- ○ = Set 3/4" x 20" Iron Bar (1.50 lb/lin. ft.)
- ( ) = Recorded dimensions
- ⊛ = Found 3/4" Iron Bar
- ⊕ = Found County marker
- ——— = Boundary of this survey
- — — — = Centerline
- —x—x— = Fence line
- U.S.C.E. = United States Army Corps of Engineers
- ▨ = No Access

Note: Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust doctrine in navigable waters that is established under Article IX, Section 1, of the State constitution.

Notes:
All easements shown hereon are existing from Waterview Subdivision.
10' Utility Easement along streets.
25' Building setback form all street right-of-way lines.
50' Highway setback from State Road "35" right-of-way line.
110' Highway setback from State Road "35" centerline.
50' Building setback from the wetland delineation boundary.
Highway setback required by Department of transportation per Wisconsin Statutes 236.293.
7' Side yard setback for R-2
25' and 30' Rear yard setback for R-2.
Lot 21 zoned R-2.
Base Flood Elevation (B.F.E.) = 640.0'
Ordinary High Water Mark (O.H.W.M.) = 633.8'
Lot 21 does not fall in the floodplain



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20_____

Department of Administration

Graphic Scale

30' 0 15' 30' 60'

(IN FEET)
1 inch = 30 ft.

CONSENT OF CORPORATE MORTGAGEE:

River Bank, A corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certification of Property Logic, LLC, owner.

In witness whereof, the said River Bank, has caused these presents to be signed by Jim Thompson, EVP & Chief Lending Officer, and its corporate seal to be hereunto affixed this_____day of_____, 2025.

_____
Executive Vice President, Jim Thompson

State of Wisconsin)
La Crosse County) ss

Personally came before me this _____ day of _____ , 2025, the above named mortgagee to me known to be the persons who executed the foregoing instruments and acknowledged the same.

_____
My commission expires: Notary Public - State of Wisconsin

_____
Notary Public Printed Name
_____, Wisconsin

COULEE REGION LAND SURVEYORS, LLC
Christopher W. Fechner
Professional Land Surveyor # S 2448
917 SOUTH 4th STREET
P.O. BOX 1954
LA CROSSE, WI 54601
(608) 784-1614
(608) 784-1408

Property Logic LLC
(Karl Schilling, Owner)
P.O. Box 2132
La Crosse, WI 54602
(608) 317-4481

S-7283D
SHEET 1 OF 1

HIGHWAY/ROAD BUILDING SETBACK:

The Highway Setback Line (H.S.L.) is either 50' from the highway right-of-way line, or 110' from the highway centerline and labeled accordingly. Building setbacks from all other roads and cul-de-sacs is 25' from the road right-of-way line.

ACCESS RESTRICTIONS:

All lots and blocks are hereby restricted so that no owner, possessor, user, licensee or other person may have any right of direct vehicular ingress from or egress to any highway lying within the right-of-way of U.S. Highway "14/61" and State Road "35", it is expressly intended that this restriction constitute a restriction for the benefit of the public as provided in s.236.293, Wisconsin Statutes, and shall be enforceable by the Wisconsin Department of Transportation.

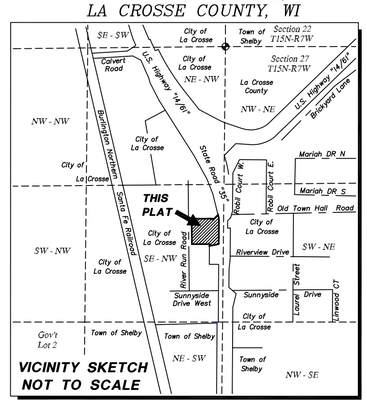
HIGHWAY SETBACK RESTRICTION:

No improvements or structures are allowed between the right-of-way line and the highway setback line. Improvements and structures include, but are not limited to, signs, parking areas, driveways, wells, septic systems, drainage facilities buildings and retaining walls. It is expressly intended that this restriction is for the benefit of the public as provided in s236.293, Wisconsin Statues, and shall be enforceable by the Wisconsin Department of Transportation or its assigns. Contact the Wisconsin Department of Transportation for more information. The phone number may be obtained by contacting the county highway department.

NOISE NOTATION:

The lots of this land division may experience noise at levels exceeding levels in s. Trans 405.04, Table I. These levels are based on federal standards. The Wisconsin Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the department to the highway's through-lane capacity.

SE 1/4 - NW 1/4
SECTION 27, T15N-R7W
CITY OF LA CROSSE,
LA CROSSE COUNTY, WI



OFFICE OF
CITY ENGINEER
CITY HALL
400 LA CROSSE ST
LA CROSSE WI 54601-3396
(608) 789-7505

(PRELIMINARY AND FINAL) PLAT SUBMITTAL CHECK LIST

To be completed by Engineering before filing with the City Clerk

(Note: More than one checklist item may be on a sheet of paper)

1. OK — Preliminary Plat (Face Plat)
2. OK — Survey Plat (Existing Conditions)
3. N/A — Site Plan (Tree, Lighting, Parks)
4. N/A — Grading Plan (Proposed Grades)
5. N/A — Erosion Control Plan
   a. Silt fence
   b. Mats
   c. Tracking Pads
   d. 30 % Slopes (If Necessary)
   e. Rip-Rap
   f. Grades (Proposed/Existing)
6. N/A — Hydrology (Pre/Post), Soils, and Calculations book
   a. Storm water Narrative
7. N/A — Utility Plan
   a. Sanitary
   b. Water
   c. Storm
8. N/A — Plan and Profile
   a. Street
   b. Utility
9. N/A — Structure Details
   a. Erosion Protection
   b. Street
   c. Utilities (If Necessary)
10. N/A — Covenants and Restrictions

PLATTING OVER PART OF RECENTLY RECORDED SUB-DIVISION (LOT 21, WATERVIEW, 2018). INFRASTRUCTURE IN PLACE.

KC

To be completed by City Clerk at time of filing:

11. _____ Twelve (12) sets; five (5) of those full sets (i.e. site plan, grading plan, erosion control, etc.)
12. _____ Public Site Fee (Due at Final Plat Submittal - $100/lot in lieu of public lands dedication)
    (Applies to all residential projects, including condos; does not apply to commercial plats or commercial condos.)
13. _____ Reviewing Fees
    Preliminary $500.00
    Final $200.00 *(If filing prelim and final simultaneously, $700.00 is due at filing.)*
    Reapplication $100.00

BEFORE FILING WITH THE CITY, you must have both Town and County approvals. The Plan Commission may not consider any subdivision or land division which did not have prior approval by the approving authorities for both the Town(s) and La Crosse County.

Town Board Approved: _____ Date La Crosse County Approved: _____ Date

Craig, Sondra

From: Reinhart, David
Sent: Tuesday, April 15, 2025 10:30 AM
To: Craig, Sondra
Subject: RE: For Review: Preliminary Plat - Chambers-Markle Subdivision

Approved.

Thanks,

David Reinhart
Chief Building Inspector
Building & Inspections
400 La Crosse St., La Crosse, WI 54601
Office: 608-789-7564

From: Craig, Sondra <craigs@cityoflacrosse.org>
Sent: Monday, April 14, 2025 12:07 PM
To: Acklin, Tim <Acklint@cityoflacrosse.org>; Asp, Brian <aspb@cityoflacrosse.org>; Coman, Kyle <comank@cityoflacrosse.org>; Crandall, Jay <CrandallJ@cityoflacrosse.org>; Erickson, Tina <ericksont@cityoflacrosse.org>; Gallager, Matthew <gallagerm@cityoflacrosse.org>; Holland, Michelle <hollandm@cityoflacrosse.org>; Neumann, Shannon <Neumanns@cityoflacrosse.org>; Reinhart, David <Reinhartd@cityoflacrosse.org>; Trane, Andrea <tranea@cityoflacrosse.org>
Subject: For Review: Preliminary Plat - Chambers-Markle Subdivision

Good morning,

Attached for your review is the preliminary plat of Chambers-Markle Farmstead Subdivision. This is being routed through the May meetings (CPC 4/28, J&A 4/29, and Council 5/8) – as file 25-0466.

Please let me know if you approve or have any comments.

Thank you,

SONDRA CRAIG (she/her)
Deputy City Clerk
City Clerk's Office
City of La Crosse
400 La Crosse Street
La Crosse WI 54601

craigs@cityoflacrosse.org
Direct: 608.789.7549 | Office: 608.789.7510
Visit the City Clerk webpage: https://www.cityoflacrosse.org/your-government/departments/city-clerk

City Clerk's Office hours: 8:00 a.m. to 4:30 p.m., Monday through Friday
Public Service hours 8:00 a.m. to 4:00 p.m. Monday through Thursday in the City Hall Lobby

Elected Officials and Members of Official Committees:
In order to comply with open meeting requirements, please limit any reply to only the sender of this electronic communication.

Craig, Sondra

From: Dale Hewitt <DHewitt@lacrossecounty.org>
Sent: Tuesday, April 15, 2025 12:28 PM
To: chris@couleeregionlandsurveyors.com; 'James Makepeace'
Cc: 'Karl Schilling'; Christina Peterson; Reinhart, David; Craig, Sondra; Bryan Meyer; Coman, Kyle
Subject: RE: (Waterview)
Attachments: Chambers-Markle Farmstead Subdivision-Inverse With Area-Lot26.txt; Chambers-Markle Farmstead Subdivision-Inverse With Area-Lot27.txt; Chambers-Markle Farmstead Subdivision-Inverse With-Lot28 Area.txt; Chambers-Markle Farmstead Subdivision-Inverse With Area-Lot29.txt

*** **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. ***

Good morning everyone,

This subdivision plat does not fall under La Crosse County jurisdiction for review.

I did run a closure on the proposed subdivision. See attached closures.

One thing of note is to add a bearing/distance on the line between Lot 26 & 27.

Thank you,

Dale

Dale E. Hewitt - PLS 4062

La Crosse County Assistant County Surveyor
212 6th Street North, Room 1200
La Crosse, Wisconsin 54601
Phone 608-785-9626

From: chris@couleeregionlandsurveyors.com <chris@couleeregionlandsurveyors.com>
Sent: Thursday, April 10, 2025 4:03 PM
To: 'James Makepeace' <james@makepeaceengineering.com>
Cc: 'Karl Schilling' <ks.propertylogic@gmail.com>; Christina Peterson <cpeterson@townofshelby.com>; 'Reinhart, David' <Reinhartd@cityoflacrosse.org>; 'Craig, Sondra' <craigs@cityoflacrosse.org>; Bryan Meyer <bmeyer@lacrossecounty.org>; Dale Hewitt <DHewitt@lacrossecounty.org>; 'Coman, Kyle' <comank@cityoflacrosse.org>
Subject: RE: (Waterview)

All,
On behalf of Makepeace Engineering and Property Logic, I am submitting a pdf of the Plat for review.
If hard copies are still required, I will be happy to provide them.

Mr. Schilling is attached to this email.
Thank you
Chris

Christopher W. Fechner, PLS 2448
Coulee Region Land Surveyors, LLC
917 South 4th Street, Ste. 104
La Crosse, WI 54601
Phone 608-784-1614

From: James Makepeace <james@makepeaceengineering.com>
Sent: Thursday, April 10, 2025 9:36 AM
To: chris@couleeregionlandsurveyors.com
Cc: Karl Schilling <ks.propertylogic@gmail.com>
Subject: RE: Karl's plat.

Thanks Chris. Can we remove “Historical Site” from the name of the subdivision? Would love to get this to city surveyor today with the revised name if possible.

Thanks,
James Makepeace, P.E.
Makepeace Engineering LLC
608.881.6030 Office
608.797.1025 Cell

From: chris@couleeregionlandsurveyors.com <chris@couleeregionlandsurveyors.com>
Sent: Wednesday, April 9, 2025 4:42 PM
To: James Makepeace <james@makepeaceengineering.com>
Subject: Karl's plat.

I’ve attached the drawing file and a pdf.
I came up with the name...
Change it if you’d like.
Have a good evening!

Looking forward to talking real soon.
Thank you
Chris

Christopher W. Fechner, PLS 2448
Coulee Region Land Surveyors, LLC
917 South 4th Street, Ste. 104
La Crosse, WI 54601
Phone 608-784-1614

PRIVATE AND CONFIDENTIAL

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Craig, Sondra

From: Coman, Kyle
Sent: Thursday, May 1, 2025 2:44 PM
To: chris@couleeregionlandsurveyors.com; James Makepeace
Cc: Craig, Sondra
Subject: Chambers-Markle Farmstead Pre-Plat
Attachments: Preliminary Plat-REVIEW.pdf

Good afternoon,

Please see review comments below, and the attachment for reference.

1. It appears land is not being dedicated; the word “dedicated”, and “dedication” might be removed from the Owner’s Certificate and Consent of Corporate Mortgagee.
2. Please correct the plat name in the Register of Deeds Certificate.
3. The City Common Council Certificate might be confusing to approvers. Consider revising to read “Resolved that the Chambers-Markle Farmstead Subdivision of Lot 21…” or similar.
4. Please correct language in the Legal Description to read “that I have surveyed, divided and mapped the Chambers-Markle Farmstead subdivision plat…”
5. Correct misspelling of the word “from” in the 4th line of the notes describing setbacks.
6. Please double check the CSM volume, page, and document numbers listed.
7. Ensure the sewer lateral immediately north of the existing driveway will not be crossed by the proposed lot line.
8. Add bearing and distance to lot line.
9. Trim lines as to not enter monument symbol (I know, I know, very minor but I still like to bring it to your attention).

Thank you, gentlemen and please reach out with any questions or concerns.

Kyle Coman, PLS

City Surveyor & Construction Manager
Engineering Department
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

comank@cityoflacrosse.org
Office: 608.789.7366
Cell: 608.790.0309

CHAMBERS-MARKLE FARMSTEAD SUBDIVISION

ALL OF LOT 21, WATERVIEW SUBDIVISION; LOCATED IN THE SE 1/4 - NW 1/4, SECTION 27, T15N-R7W CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN

OWNERS CERTIFICATE: 1.

As owner, I hereby certify that I caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. I also certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

City of La Crosse
Wisconsin Department of Transportation
Wisconsin Department of Administration (Plat Review)

Witness the hand and seal of said owners this_____day of_____,2025.

In the presence of: _____
Witness

_____
Karl Schilling (Property Logic, LLC)

State of Wisconsin)
County of La Crosse) ss

Personally came before me this_____day of_____, 2025, Karl Schilling, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public

Notary Public,_____, Wisconsin

My Commission Expires_____ _____
Notary Public Printed Name

CITY TREASURER CERTIFICATE

State of Wisconsin)
County of La Crosse) ss

I, Chadwick Hawkins, being the duly appointed, qualified and acting treasurer of the City of La Crosse, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of _____,2025, on any of the land included in this plat.

_____
Chadwick Hawkins, Treasurer Date:

COUNTY TREASURER CERTIFICATE:

State of Wisconsin)
County of La Crosse) ss

I, Amy L. Twitchell, being the duly appointed, qualified and acting Treasurer of the County of La Crosse, do hereby certify that the records in my office show there are no unpaid taxes or unpaid special assessments as of_____,2025, affecting the lands included in this plat.

_____
Amy L. Twitchell, Treasurer Date:

REGISTER OF DEEDS CERTIFICATE:

State of Wisconsin)
County of La Crosse) ss

I, Robin Kadrmas, being duly appointed, qualified and acting Register of Deeds of the County of La Crosse, do hereby certify that the Plat of Waterview Subdivision was received for record this_____day of _____,2025, at _____o'clock___m. 2.

_____
Robin Kadrmas, Register of Deeds Date:

CITY COMMON COUNCIL CERTIFICATE: 3.

Resolved that the Plat of Subdivision of Lot 21 of Waterview Subdivision, is hereby approved by the Common Council of the City of La Crosse.

_____
Shaundel Washington-Spivey, Mayor Date:

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council.

_____
Nikki Elsen , City Clerk Date:

Legal Description 4.

I, Christopher W. Fechner, Professional Land Surveyor, do hereby certify that I have surveyed and mapped this Certified Survey Map being all of Lot 21, Waterview Subdivision, located in the SE 1/4 of the NW 1/4, Section 27, T15N-R7W, City of La Crosse, La Crosse County, Wisconsin.

Subject to any easements, covenants and restrictions of record.

That such plat is a correct representation of all of the exterior boundaries of the land surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of La Crosse in surveying and mapping the same.

Dated this_____day of_____, 2025.

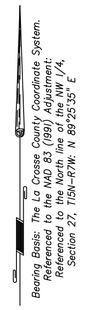
_____
Christopher W. Fechner
Professional Land Surveyor # S-2448

_____
Notary Public

_____, Wisconsin

My Commission Expires_____

_____
Notary Public Printed Name



LEGEND

- ● = Found 1" O.D. Iron Pipe (unless stated otherwise)
- ○ = Set 3/4" x 20" Iron Bar (1.50 lb/lin. ft.)
- ( ) = Recorded dimensions
- ⊙ = Found 3/4" Iron Bar
- ⊕ = Found County marker
- ——— = Boundary of this survey
- — — — = Centerline
- —x—x— = Fence line
- U.S.C.E. = United States Army Corps of Engineers
- ▨ = No Access

Note: Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust doctrine in navigable waters that is established under Article IX, Section 1, of the State constitution.

Notes:
All easements shown hereon are existing from Waterview Subdivision.
10' Utility Easement along streets.
25' Building setback form all street right-of-way lines.
50' Highway setback from State Road "35" right-of-way line.
110' Highway setback from State Road "35" centerline.
50' Building setback from the wetland delineation boundary.
Highway setback required by Department of transportation per Wisconsin Statutes 236.293.
7' Side yard setback for R-2
25' and 30' Rear yard setback for R-2.
Lot 21 zoned R-2.
Base Flood Elevation (B.F.E.) = 640.0'
Ordinary High Water Mark (O.H.W.M.) = 633.8'
Lot 21 does not fall in the floodplain 5.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20_____

Department of Administration

CONSENT OF CORPORATE MORTGAGEE:

River Bank, A corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certification of Property Logic, LLC, owner. 1.

In witness whereof, the said River Bank, has caused these presents to be signed by Jim Thompson, EVP & Chief Lending Officer, and its corporate seal to be hereunto affixed this_____day of_____, 2025.

_____
Executive Vice President, Jim Thompson

State of Wisconsin)
La Crosse County) ss

Personally came before me this _____ day of _____ , 2025, the above named mortgagee to me known to be the persons who executed the foregoing instruments and acknowledged the same.

_____
My commission expires: Notary Public – State of Wisconsin

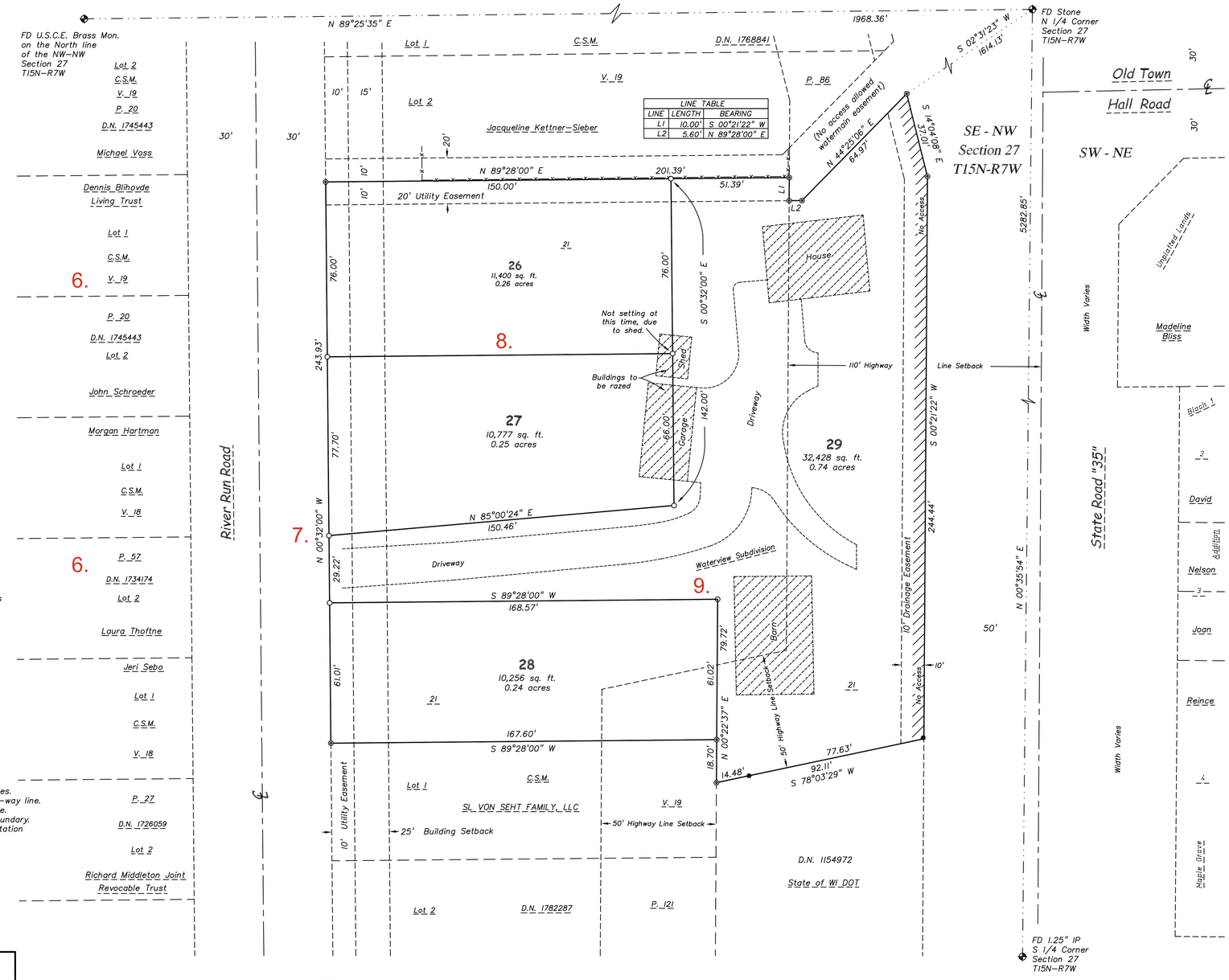
_____
Notary Public Printed Name

_____, Wisconsin

COULEE REGION LAND SURVEYORS, LLC
Christopher W. Fechner
Professional Land Surveyor # S 2448
917 SOUTH 4th STREET
P.O. BOX 1954
LA CROSSE, WI 54601
(608) 784-1614
(608) 784-1408

Property Logic LLC
(Karl Schilling, Owner)
P.O. Box 2132
La Crosse, WI 54602
(608) 317-4481

S-7283D
SHEET 1 OF 1



Graphic Scale

30' 0 15' 30' 60'

(IN FEET)
1 inch = 30 ft.

HIGHWAY/ROAD BUILDING SETBACK:

The Highway Setback Line (H.S.L.) is either 50' from the highway right-of-way line, or 110' from the highway centerline and labeled accordingly. Building setbacks from all other roads and cul-de-sacs is 25' from the road right-of-way line.

ACCESS RESTRICTIONS:

All lots and blocks are hereby restricted so that no owner, possessor, user, licensee or other person may have any right of direct vehicular ingress from or egress to any highway lying within the right-of-way of U.S. Highway "14/61" and State Road "35", it is expressly intended that this restriction constitute a restriction for the benefit of the public as provided in s.236.293, Wisconsin Statutes, and shall be enforceable by the Wisconsin Department of Transportation.

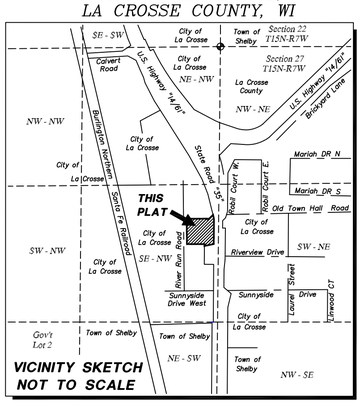
HIGHWAY SETBACK RESTRICTION:

No improvements or structures are allowed between the right-of-way line and the highway setback line. Improvements and structures include, but are not limited to, signs, parking areas, driveways, wells, septic systems, drainage facilities buildings and retaining walls. It is expressly intended that this restriction is for the benefit of the public as provided in s236.293, Wisconsin Statues, and shall be enforceable by the Wisconsin Department of Transportation or its assigns. Contact the Wisconsin Department of Transportation for more information. The phone number may be obtained by contacting the county highway department.

NOISE NOTATION:

The lots of this land division may experience noise at levels exceeding levels in s. Trans 405.04, Table I. These levels are based on federal standards. The Wisconsin Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the department to the highway's through-lane capacity.

SE 1/4 - NW 1/4 SECTION 27, T15N-R7W CITY OF LA CROSSE, LA CROSSE COUNTY, WI



Office of City Clerk

May 13, 2025

ATTN: KARL SCHILLING
PROPERTY LOGIC
PO BOX 2132
LA CROSSE WI 54602

Re: Plat Submittal

We are in receipt of the *Preliminary Plat of Chambers-Markle Farmstead Subdivision to the City of La Crosse, La Crosse County, Wisconsin.*

The Plat will be considered at the following meetings:

City Plan Commission	**Monday, June 2, 2025 at 4:00 p.m.** **Council Chambers, City Hall – first floor**
Judiciary & Administration Committee	**Tuesday, June 3, 2025, at 4:00 p.m.** **Council Chambers, City Hall – first floor**
Common Council	**Thursday, June 12, 2025 at 6:00 p.m.** **Council Chambers, City Hall – first floor**

We recommend someone attend the CPC and J&A meetings where public hearing is allowed; there may be questions or comments from a committee or council member or another citizen. Public hearing is not allowed at the Council meeting, although you are welcome to attend. The Plat will appear on the agendas as file 25-0466.

Attendance at the meetings is allowed either in person or virtual. If you wish to attend virtually, please email me at craigs@cityoflacrosse.org for the link to participate. If you have any questions, comments, or concerns; do not hesitate to contact me.

Sincerely,

Sondra Craig

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

cc: Christopher Fechner, Coulee Region Land Surveyors LLC
James Makepeace, Makepeace Engineering LLC

Craig, Sondra

From: Erickson, Tina
Sent: Wednesday, May 21, 2025 1:40 PM
To: Craig, Sondra
Cc: Gallager, Matthew; Coman, Kyle
Subject: FW: Utilities review of Preliminary Plat of Chambers-Markle Farmstead Subdivision
Attachments: 6103 River Run Road (Parcel 17-50782-10) water lateral location 05192025.pdf; 6103 River Run Road (Parcel 17-50782-10) sewer lateral location 05212025.pdf

Importance: High

Sondra,

The Utilities are currently denying the proposed plat because it will create a non-compliant sanitary sewer lateral. However, I have spoken with and emailed Karl Schilling letting him know of our plan to deny, and what his options are. Please see the email below. If he can prove that the sanitary lateral does not cross through a neighboring parcel to feed the existing home, we will amend our response. Otherwise, he may also have to amend his plat or update the plumbing if he does find that the sanitary lateral would be non-compliant.

Sincerely,

Tina Erickson
Utilities Finance & Compliance Manager
La Crosse Utilities (Water – Sewer - Storm)
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

Office: 608.789.7520
Cell: 608.860.0981
Alternate Email: utilities@cityoflacrosse.org
Webpage: www.cityoflacrosse.org/utilities

From: Erickson, Tina
Sent: Wednesday, May 21, 2025 1:36 PM
To: ks.propertylogic@gmail.com
Cc: Asp, Brian <aspb@cityoflacrosse.org>
Subject: Utilities review of Preliminary Plat of Chambers-Markle Farmstead Subdivision
Importance: High

Dear Karl,

I am reviewing the Preliminary Plat that was submitted to ensure the parcel changes will not result in a non-compliant utility service for both water and sewer laterals that feed the existing structure at 6103 River Run Road (currently parcel 17-50782-10).

The water service for this property appears to remain compliant after the split, as it is tapped off the watermain that comes in on the north side of the property from the highway and will not cross through any other parcels to connect to the home. I have attached a map that shows where the water service is located.

However, the sanitary sewer lateral for this property looks like it may not be compliant with the proposed changes. That sanitary lateral that comes off River Run Road (See attachment that includes a screenshot that shows approximate location to the sanitary sewer main), can't cross through any other parcel other than the one it serves. Therefore, since it is serving Lot 29, the sanitary lateral must stay within the parcel boundaries of lot 29.

Based on what we can see, the sanitary lateral may go through Lot 27 and the Utilities will be denying the request as proposed based on the information available at this time. The options to resolve a situation like this are either 1) Prove that the sanitary lateral does not cross into Lot 27 by providing a map with the path of the private sanitary lateral from River Run Road to the house, 2) change the plat design and parcel layouts so that the sanitary lateral is only on the parcel is serves, or 3) re-plumb/move the sanitary lateral so that it stays within the proposed parcel boundaries of Lot 29.

The Utilities will be happy to review the request again if you can find proof that the sanitary lateral does stay within the parcel boundaries of Lot 29 as designed on the proposed plat. If it is non-compliant, then you will have to decide which path you would like to take to ensure the new plat will comply with utility regulations.

Feel free to give me a call if you have any questions.

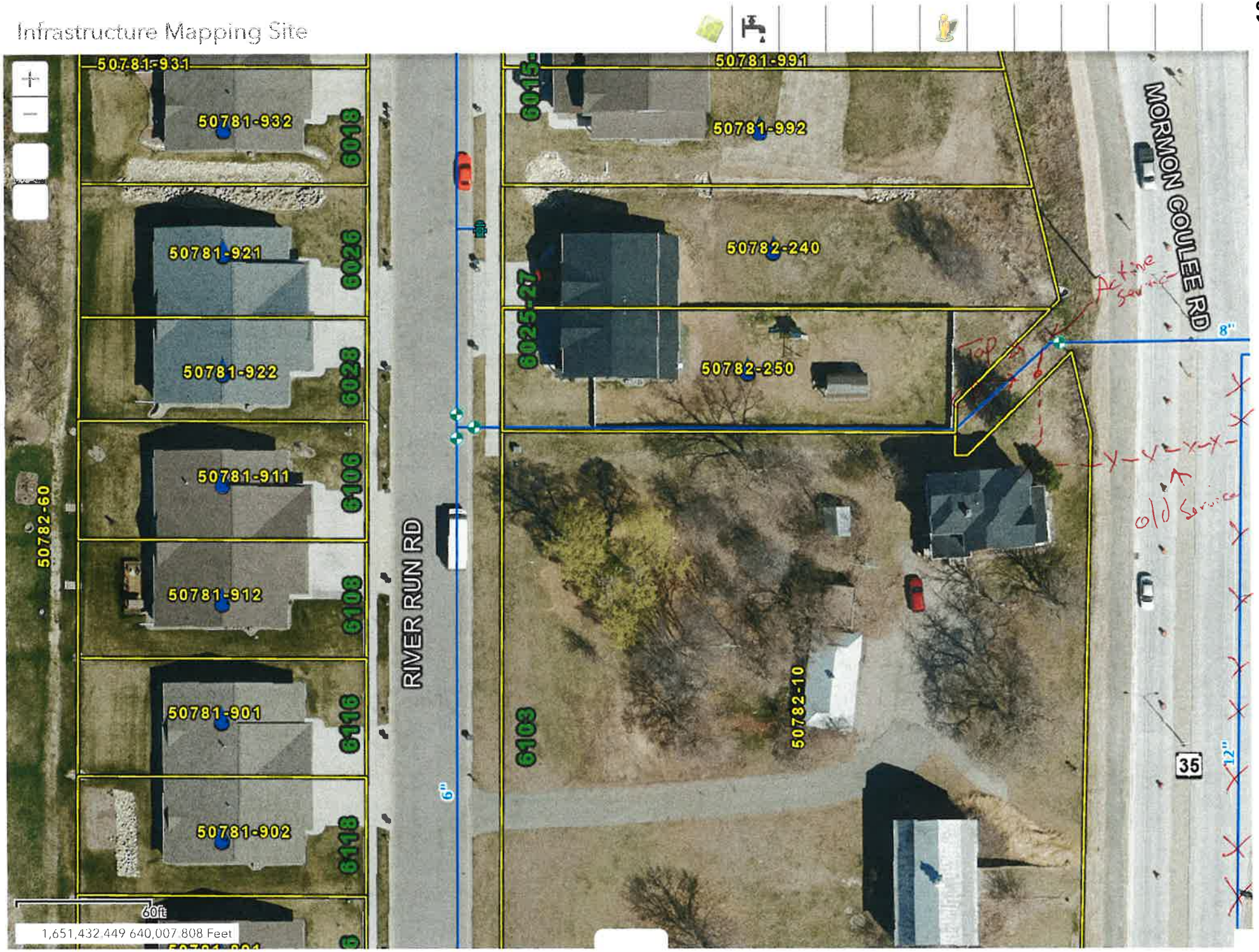
Sincerely,

Tina Erickson

Utilities Finance & Compliance Manager
La Crosse Utilities (Water – Sewer - Storm)
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

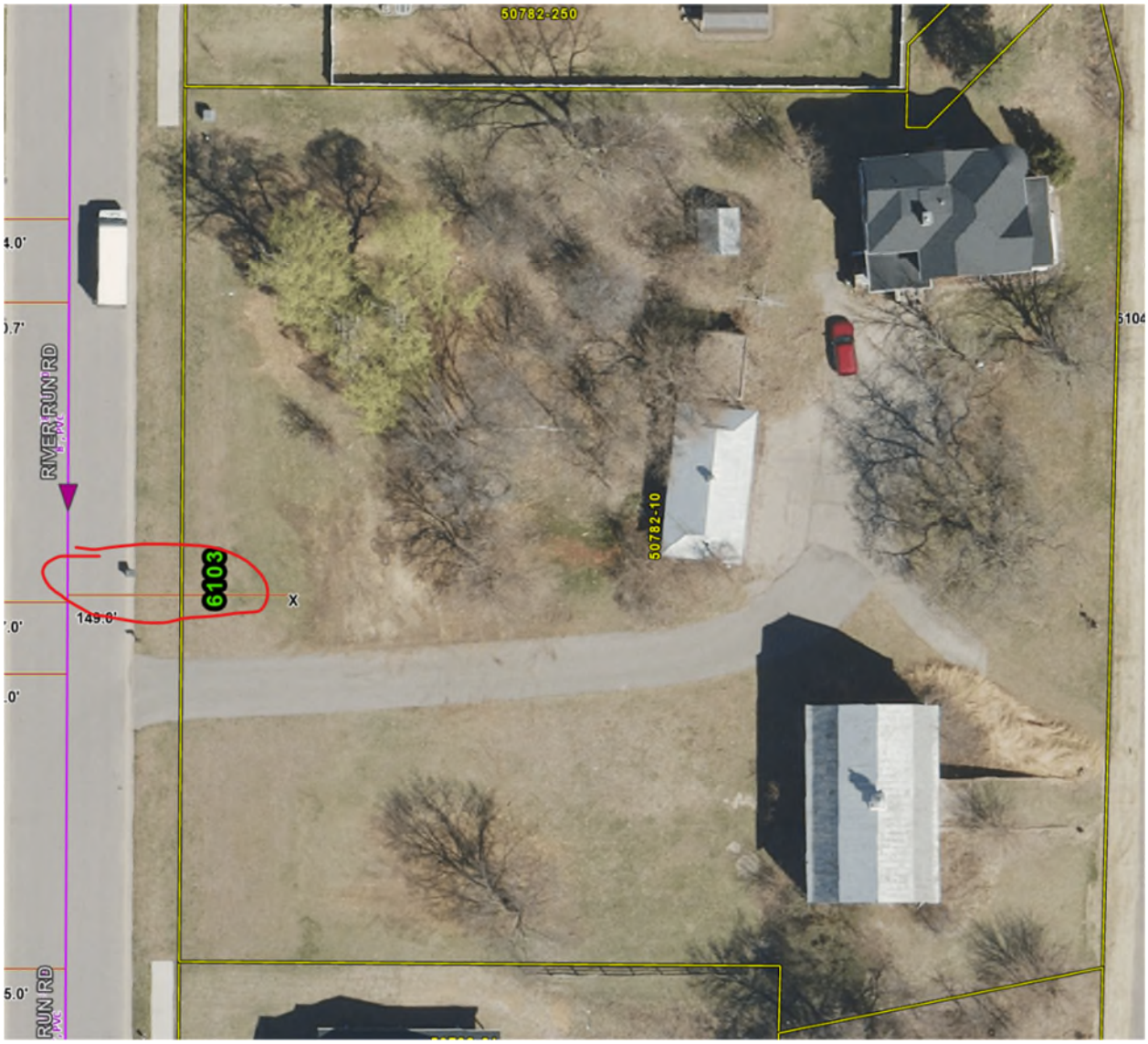
Office: 608.789.7520
Cell: 608.860.0981
Alternate Email: utilities@cityoflacrosse.org
Webpage: www.cityoflacrosse.org/utilities

Infrastructure Mapping Site



6103 River Run Road (Parcel 17-50782-10)

Approximate location of sanitary sewer lateral connection to the sewer main. Unknown direction from main to home.



Craig, Sondra

From: Coman, Kyle
Sent: Tuesday, May 27, 2025 12:54 PM
To: Erickson, Tina; James Makepeace; Gallager, Matthew
Cc: Acklin, Tim; Nasonovs, Jurijs; Karl Schilling; Craig, Sondra
Subject: RE: Waterview Lot 21 Plat

Regarding #2, the plat cannot be submitted as only a final plat. City ordinance 113-69 (a) does require a preliminary plat. It is possible that a preliminary and final plat be submitted at once. However, you would need to provide additional information and allow staff time to review and comment. Considering the timeframe, that seems to be a tall order.

Kyle Coman, PLS
City Surveyor & Construction Manager
Engineering Department
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

comank@cityoflacrosse.org
Office: 608.789.7366
Cell: 608.790.0309

From: Erickson, Tina <ericksont@cityoflacrosse.org>
Sent: Tuesday, May 27, 2025 12:02 PM
To: James Makepeace <james@makepeaceengineering.com>; Coman, Kyle <comank@cityoflacrosse.org>; Gallager, Matthew <gallagerm@cityoflacrosse.org>
Cc: Acklin, Tim <Acklint@cityoflacrosse.org>; Nasonovs, Jurijs <nasonovsj@cityoflacrosse.org>; Karl Schilling <ks.propertylogic@gmail.com>
Subject: RE: Waterview Lot 21 Plat

As for as #1, since this shows the sanitary lateral for the existing house comes from across the highway, that parcel would be compliant. The only additional comments now from Utilities would be that Lots 1 and 3 do not have stubbed water and/or sewer services. Lot 2 then appears to have a stubbed sewer service, but no stubbed water service. The property owner would be responsible for installation of the new services.

#2 and #3 will be for Engineering to reply to.

I will notify the City Clerk of the Utilities amended comments.

Sincerely,

Tina Erickson
Utilities Finance & Compliance Manager
La Crosse Utilities (Water – Sewer - Storm)
City of La Crosse
400 La Crosse Street

La Crosse, WI 54601

Office: 608.789.7520
Cell: 608.860.0981
Alternate Email: utilities@cityoflacrosse.org
Webpage: www.cityoflacrosse.org/utilities

From: James Makepeace <james@makepeaceengineering.com>
Sent: Tuesday, May 27, 2025 11:47 AM
To: Coman, Kyle <comank@cityoflacrosse.org>; Gallager, Matthew <gallagerm@cityoflacrosse.org>; Erickson, Tina <ericksont@cityoflacrosse.org>
Cc: Acklin, Tim <acklint@cityoflacrosse.org>; Nasonovs, Jurijs <nasonovsj@cityoflacrosse.org>; Karl Schilling <ks.propertylogic@gmail.com>
Subject: Waterview Lot 21 Plat

*** **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. ***

Good morning all. I've been discussing Karl Schilling's Lot 21 Waterview plat with Kyle Coman, and he asked that I email everyone. Regarding Karl Schilling's Waterview Lot 21 plat which is making its way to the meeting cycles this month, there are a couple issues Karl asked me to sort out.

#1 Existing Sewer Service
Ms. Erickson requested Karl provide evidence that the sewer service for the existing house would not cross any proposed property lines.
Attached are an exhibit showing the two sewer services which are currently serving Waterview Lot 21. You can see a service stub off River Run Road. This stub was constructed in 2018 for future development on this lot. You can also see a sewer service line heading toward Lot 21 from the sewer main which is located in the right-of-way on the east side of Highway 35. This is the existing service currently used by the existing house.

Also attached is an exhibit showing an existing cleanout on the west side of the house, another existing cleanout on the north side of the house, and the route of the service going straight east to the main. This sewer service was televised and traced from the house, through both cleanouts, all the way to the main on Thursday, May 22, 2025 and is portrayed accurately. This service will not cross any proposed property lines.

#2 Preliminary versus Final Plat
Karl requests that this plat, if allowed by ordinance, proceed though Planning Commission, J&A and Council as a Final Plat. Wisconsin Statute allows it and Karl would like to not be required to go through two sets of meetings. Karl would like to finish the platting process as quickly as possible and move on with development or sale of the lots asap. Karl is not sure if he will develop the parcels himself or not, but has interested buyers who would look to develop lots 1-3 in 2025.

Wisconsin Chapter 236 explicitly allows a developer to submit only a final plat. La Crosse Ordinance 113 does not explicitly state that, but does refer to Chapter 236. Please let us know if the plat may move forward as a final plat at this time.

#3 Stormwater
City of La Crosse Ordinance 105-55 makes it clear that post-construction performance standards must be met on all future development once the plat is approved. This will likely be some combination of stormwater detention, rain gardens, and bio-infiltration. In our experience, constructing those post-construction BMP's

prior to the actual construction results in problems related to inaccurate assumptions about the size of future improvements as well as lack of protection of those bmp's during construction of the houses/driveways.

We'd ask that the City require post-construction BMP's be designed and constructed at the time building permits are applied for for each proposed lot.

Thanks,
James Makepeace, P.E.
(608)881-6030 Office
(608)797-1025 Cell

Agenda Item 25-0466: (Tim Acklin)

Preliminary Plat of Chambers-Markle Farmstead Subdivision to the City of La Crosse, La Crosse County, Wisconsin.

General Location

Council District 13, located south of the intersection of State Hwy 35 and State Hwy 14/61 as depicted on attached MAP 25-0413. Subject property is part of the Waterview Subdivision. Adjacent uses include two and four units to the west and north, two units, four units and apartment buildings to the south, and single-family homes to the east across Hwy 35.

Background Information

The applicant is requesting to subdivide Lot 21 of the Waterview Subdivision into four parcels. Three of the parcels will be used to construct 2-unit, owner-occupied dwelling units (twindo-miniums). The remaining parcel will continue to be used for the existing single family home and the red barn building. All of the parcels will front, and only have access to, River Run Road.

Please note that Wisconsin State Statute 236.13 states that "*No approving authority or agency having the power to approve or object to plats shall condition approval upon compliance with, or base an objection upon, any requirement other than those specified in this section.*"

The applicant will still need to submit a Final Plat to the Common Council for approval. Stormwater management and any proposed covenants would be reviewed at that time. The proposed development will be required to manage stormwater on their own parcels.

Recommendation of Other Boards and Commissions.

This parcel is part of the Waterview Subdivision, which was approved by the Common Council at their March 2018 meeting for low-density residential development.

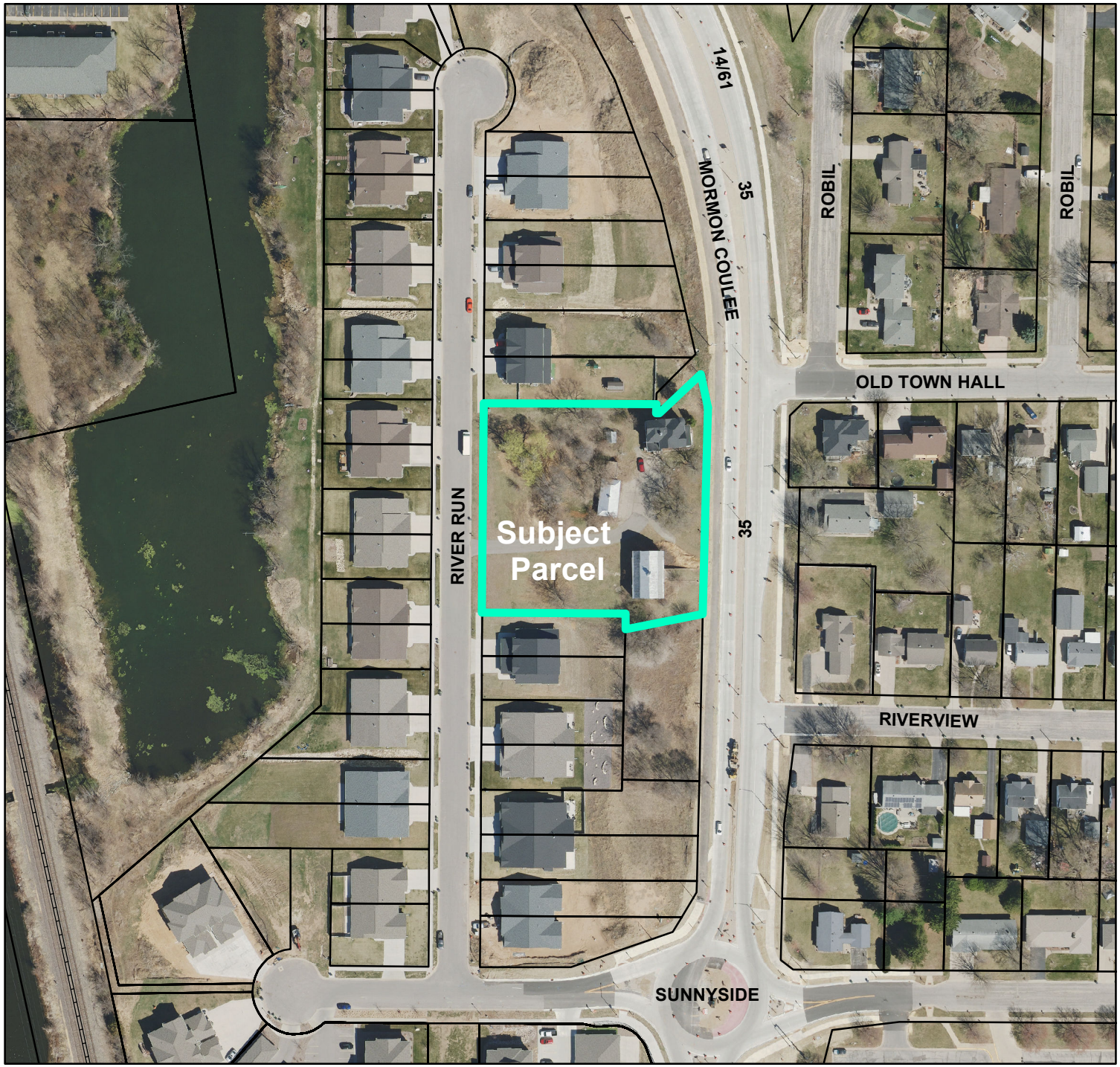
Consistency with Adopted Comprehensive Plan

According to the Land Use Element of "Forward La Crosse", Low-Density Residential, which includes 2-unit residential dwelling units, is a desirable use within the neighborhoods around Southern Bluffs Elementary.

Staff Recommendation

This item is recommended for approval with the condition that any requirements from the Engineering and Utilities Department have been met.

Routing J&A 6.3.25



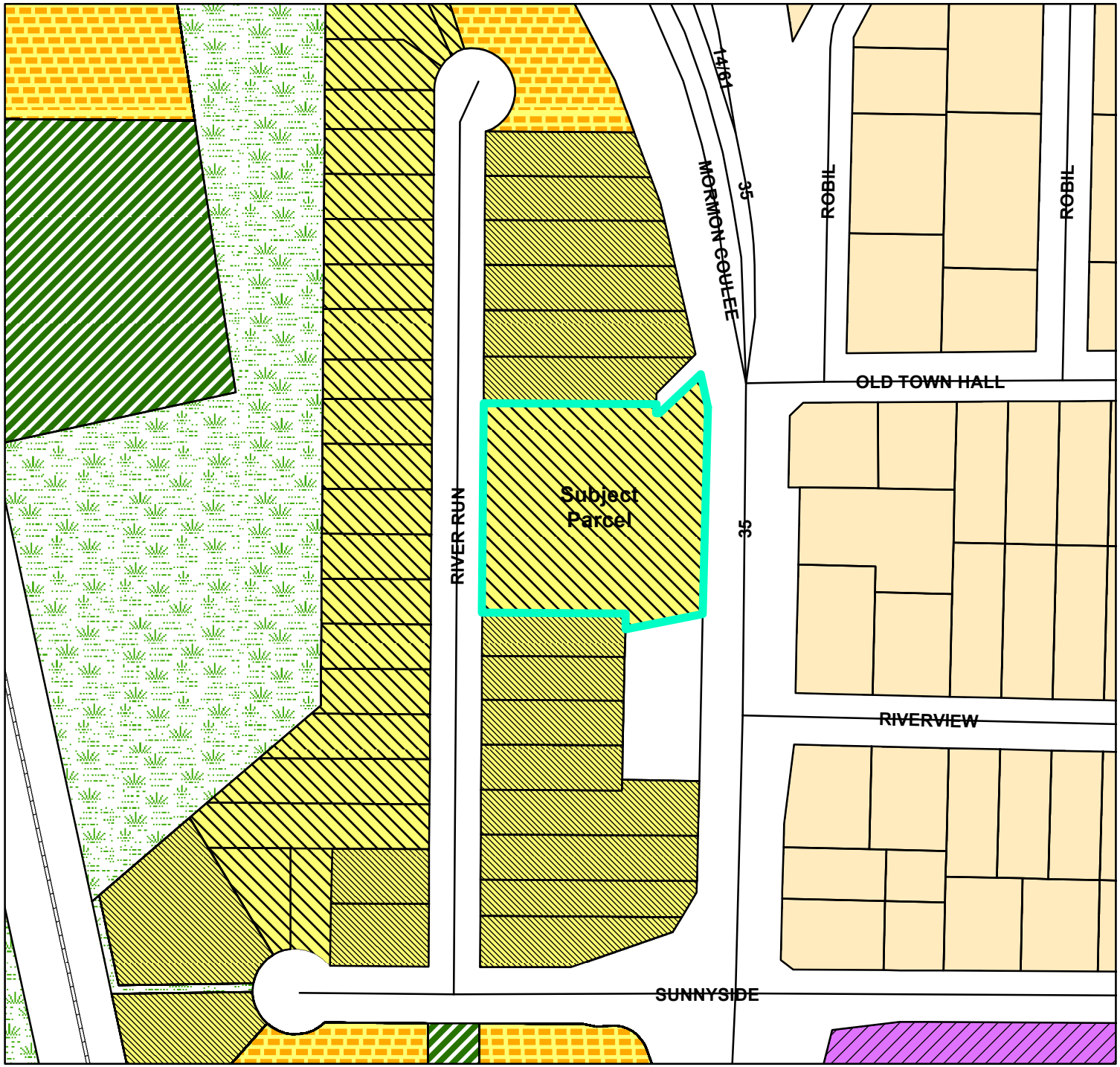
BASIC ZONING DISTRICTS

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

0 80 160 320 Feet

City of La Crosse Planning Department - 2025

PC 25-0466 129



BASIC ZONING DISTRICTS

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0 80 160 320 Feet

City of La Crosse Planning Department - 2025

PC 25-0466 130

Agenda Item 25-0466: (Tim Acklin)

Preliminary Plat of Chambers-Markle Farmstead Subdivision to the City of La Crosse, La Crosse County, Wisconsin.

General Location

Council District 13, located south of the intersection of State Hwy 35 and State Hwy 14/61 as depicted on attached MAP 25-0466. Subject property is part of the Waterview Subdivision. Adjacent uses include two and four units to the west and north, two units, four units and apartment buildings to the south, and single-family homes to the east across Hwy 35.

Background Information

This item is related to agenda item #25-0741. The applicant is requesting to subdivide Lot 21 of the Waterview Subdivision into four parcels. Three of the parcels will be used to construct 2-unit, owner-occupied dwelling units (twindo-miniums). The remaining parcel will continue to be used for the existing single family home and the red barn building. All of the parcels will front, and only have access to, River Run Road.

Please note that Wisconsin State Statute 236.13 states that "*No approving authority or agency having the power to approve or object to plats shall condition approval upon compliance with, or base an objection upon, any requirement other than those specified in this section.*"

The proposed development will be required to manage stormwater on their own parcels.

Recommendation of Other Boards and Commissions.

This parcel is part of the Waterview Subdivision, which was approved by the Common Council at their March 2018 meeting for low-density residential development.

This item was requested by the applicant to be referred for 30 days by the Common Council which they approved at their May 2025 meeting.

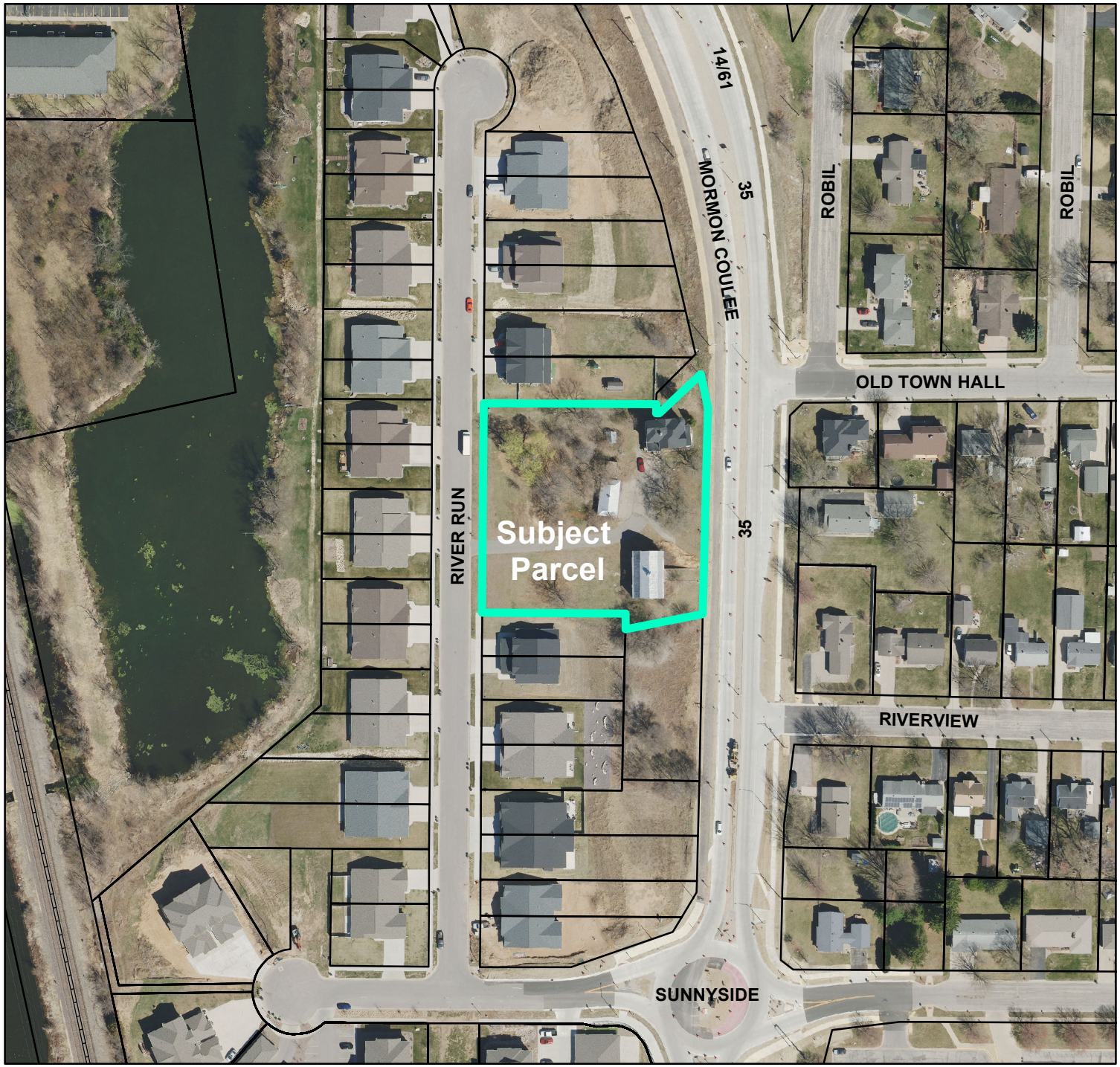
Consistency with Adopted Comprehensive Plan

According to the Land Use Element of "Forward La Crosse", Low-Density Residential, which includes 2-unit residential dwelling units, is a desirable use within the neighborhoods around Southern Bluffs Elementary.

Staff Recommendation

This item is recommended for approval with the condition that any requirements from the Engineering and Utilities Department have been met.

Routing J&A 7.1.25



BASIC ZONING DISTRICTS

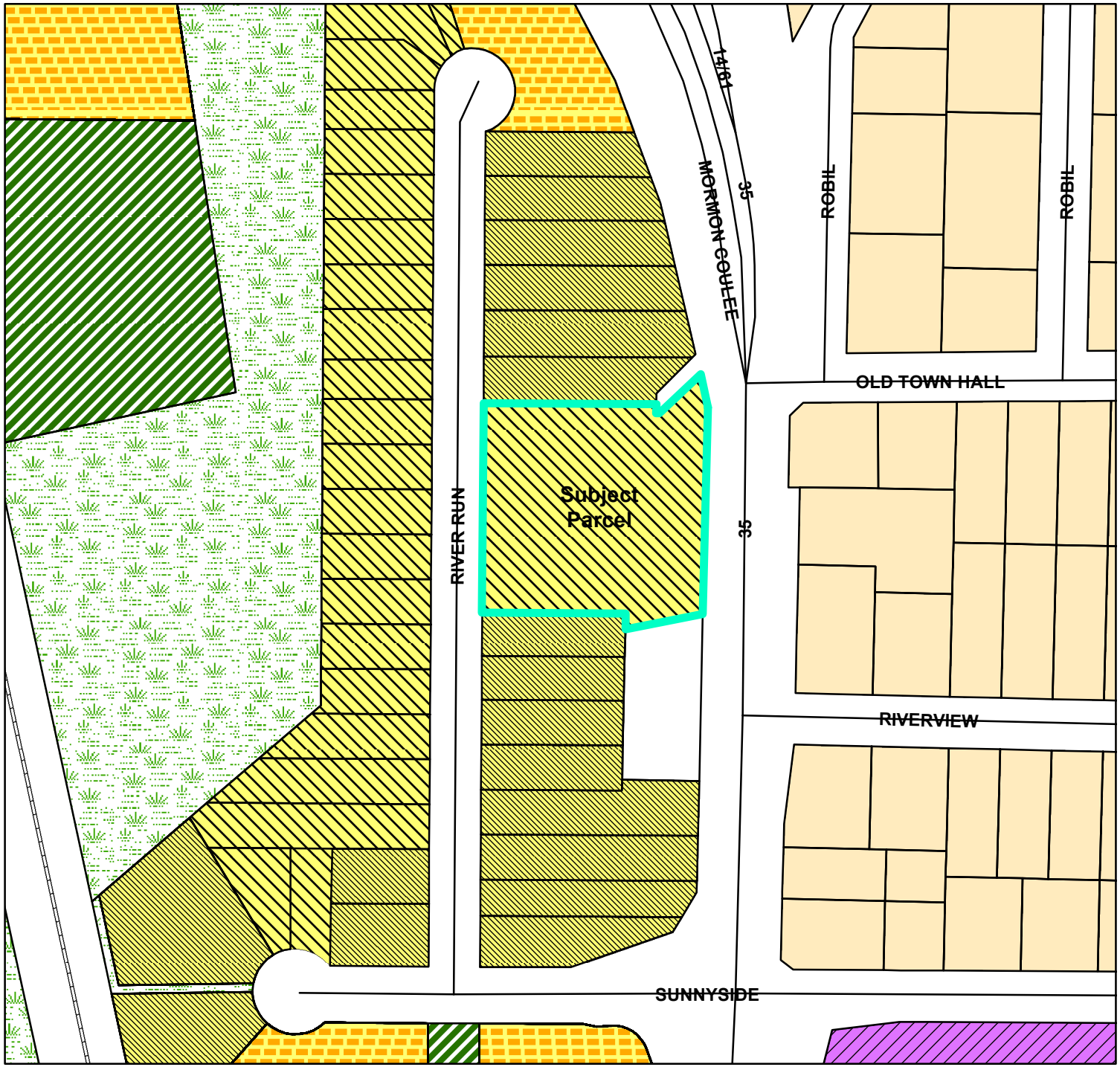
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- SUBJECT PROPERTY

N W E S

0 80 160 320 Feet

City of La Crosse Planning Department - 2025

PC 25-0466 132



BASIC ZONING DISTRICTS

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0 80 160 320 Feet

City of La Crosse Planning Department - 2025

PC 25-0466 133

Craig, Sondra

From: Kettner-Sieber, Jacqueline <KettnerJ@westerntc.edu>
Sent: Tuesday, July 1, 2025 10:15 AM
To: zzcitycouncil@cityoflacrosse.org
Subject: J&A July 1, 2025 meeting agenda 25-0466 &25-0741
Attachments: J&A Committee July 2025.pdf

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

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

Dear Judiciary and Administrative Committee members attached you will find my comments regarding agenda items 25-0466 and 25-0741. I am a resident of the Waterview subdivision, living adjacent to the property being discussed. I have also included pictures (below) of the area in which is being discussed. The pictures in this email are specifically of the water areas I mention in my remarks. The second email contains pictures to show the significant beauty lot 21 brings to our neighborhood and the community.

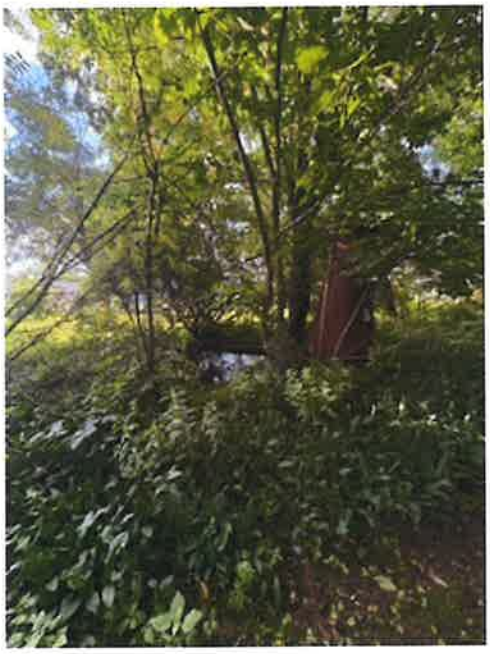
Thank you

Jackie

Jackie Kettner-Sieber
6027 River Run Road
La Crosse, WI 54601
608-780-7744







 the freestanding water is year-round and does not freeze.

Jackie Kettner-Sieber
6027 River Run Road
La Crosse, WI 54601
608-780-7744

My name is Jackie Kettner-Sieber. I live at 6027 River Run Road, int eh city of La Crosse. I am in the home adjacent to the property being discussed. We have been before the council at various times to share our voices regarding additional development in the Waterview Subdivision. There are several reasons for neighborhood concern and several issues that need to be resolved.

I share the concerns and frustrations of my neighbors. I believe the Waterview HOA can move forward and establish a board and meet the requirements of an annual meeting and scheduling work as needed. I feel that if this isn't concluded in a timely manner, the city should exercise its obligation to take over the responsibility of the Waterview storm water management. This is important to resolve since the water utility will be adding fees to all our bills to account for storm water maintenance. I am working with Mr. Schilling's office to have the stormwater credit application completed and submitted on behalf of the entire subdivision, this will allocate storm water credits to potentially offset these charges. We need to be either running our HOA as intended or it should be or dissolve the HOA.

When I look at the city website there is a climate action plan that indicates 90.5% of the grass lands in the city are "manicured laws". The 2020 data indicates that there is a target to move tree canopy cover from 30 to 32.5%, Turf coverage to decrease from 30%to 25% and dark impervious surface cover to decrease from 10.4% to 8% during the timeframe of 2020-2030. The areas in the city with higher percentages of grass coverage may offer the greatest potential for turf re-placement with native grasses and wildflowers.

The city website shared that trees and natural ground cover play a central role in supporting community physical and mental health, improving air and water quality, helping to reduce building energy use, reducing stormwater runoff and supporting climate mitigation. Health tree and native grass coverage sequester carbon and help reduce the atmosphere GHG emissions that drive climate change. Threes are critical in filtering air and removing harmful pollutants such as carbon monoxide, particulate matter and ground level ozone.

The land we are discussing here today has over 20 trees and an abundance of natural shrubs. The land is home to an abundance of wildlife including birds, deer, rabbits, squirrels, etc. The monarch butterfly is regularly seen in the greens space. In 2024 the US Fish and Wildlife service proposed protection of the monarch butterfly and encouraged the public to be part of the recovery of the species.

There are apple trees, a pear tree, and raspberries on the property. Native flowers, including cattails add to the vegetation and the beauty of the space.

The historic homestead is an asset to the community, provides natural beaty and habitat that make the neighborhood a beautiful community. Many in the Waterview subdivision

selected their home because of the proximity to the bluffs, the Mississippi and the ecosystem on their own street.

Should the request be approved, there is a correction I believe is needed. In the Storm Water Management and Erosion Control Narrative found on page 179, Section 3.0 Storm Water Management Plan indicates the subdivided lots, 26, 27 and 28, will be part of the Waterview Stormwater HOA and must uphold the same provisions as is outlined for lot 21. This is not accurate, if three lots are being developed, they need to be considered to follow the same provisions as the other homes in the subdivision. Lot 21 has allowances that are more generous due to the nature of the farm home and outbuilding.

Finally, I will point out that there are two large pools of water from a spring or well on the property. The water stands in two locations on the property proposed for development. The water is always there and never freezes. As a resident who has already experienced water related concerns, is adjacent to the property, I have significant concern that the development in that specific location will disrupt a significant amount of natural water that will potentially have a negative impact on not only the property being discussed, but homeowners in the near vicinity of the proposed development. The Stormwater Management and Erosion Control Plan that was submitted for this meeting indicates that the three lots will be sold once subdivided, and the responsibility of erosion control will be up to the owner. Allowing for the sale and development on this parcel without a thorough analysis of the underground water impact is concerning. Moving forward to allowing development without a comprehensive analysis of the water impacts as well as dismissing the incredible value that the natural landscape provides is not in the best interest of the community.

I urge this to not move forward until there is documentation that the underground water will not pose issues once development begins. Ideally, I would love to see this property sold to someone who is willing to preserve the land and homestead.

Thank you,

Jackie

Jackie Kettner-Sieber
6027 River Run Road
La Crosse, WI 54601
608-780-7744

Craig, Sondra

From: Kettner-Sieber, Jacqueline <KettnerJ@westerntc.edu>
Sent: Tuesday, July 1, 2025 10:15 AM
To: zzcitycouncil@lacrosse.org
Subject: J&A July 1, 2025 meeting agenda 25-0466 & 25-0741

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

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

The following pictures depict the significant impact this land has to the ecosystem.



















Jackie Kettner-Sieber
6027 River Run Road
La Crosse, WI 54601
608-780-7744

If you want to speak on an agenda item, please sign up at least 10 minutes before the start of the meeting.

Registration slips are not collected once the meeting begins but will be made part of the record.

MEETING REGISTRATION

Name: Jackie Kettner-Sieber **Date:** 7/1/25
PLEASE PRINT

Municipality of Residence: La Crosse

Representation: _____
If you are representing an organization or person other than yourself at this meeting.

Agenda Item #: 25-0406 & 25-0741
Please fill out a separate sheet for each piece of legislation in which you are registering.

Do you support or oppose the agenda item?

- ☐ Support
- ☑ Oppose
- ☐ Neither support nor oppose

Do you want to speak?

- ☑ Yes, I want to speak.
- ☐ No, I do not want to speak.
- ☐ I do not want to speak, but I am available to answer questions.

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MEETING REGISTRATION

Name: Karl Schilling **Date:** 7/1/25
PLEASE PRINT

Municipality of Residence: La Crosse Waterview Subdivision

Representation: Property Logic
If you are representing an organization or person other than yourself at this meeting.

Agenda Item #: 25-0466 25-0741
Please fill out a separate sheet for each piece of legislation in which you are registering.

Do you support or oppose the agenda item?

- [x] Support
- [ ] Oppose
- [ ] Neither support nor oppose

Do you want to speak?

- [ ] Yes, I want to speak.
- [ ] No, I do not want to speak.
- [x] I do not want to speak, but I am available to answer questions.

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MEETING REGISTRATION

Name: Diana Birnbaum- **Date:** 7/1/25
PLEASE PRINT

Municipality of Residence: La Crosse

Representation: —
If you are representing an organization or person other than yourself at this meeting.

Agenda Item #: 25-0466 & 25-0741
Please fill out a separate sheet for each piece of legislation in which you are registering.

Do you support or oppose the agenda item?

- ☐ Support
- ☐ Oppose
- ☒ Neither support nor oppose

Do you want to speak?

- ☐ Yes, I want to speak.
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MEETING REGISTRATION

Name: Deb Kettner Sieber **Date:** 7/1/2025
PLEASE PRINT

Municipality of Residence: La Crosse

Representation: _____
If you are representing an organization or person other than yourself at this meeting.

Agenda Item #: 25-0466
Please fill out a separate sheet for each piece of legislation in which you are registering.

Do you support or oppose the agenda item?

- [ ] Support
- [x] Oppose
- [ ] Neither support nor oppose

Do you want to speak?

- [ ] Yes, I want to speak.
- [x] No, I do not want to speak.
- [ ] I do not want to speak, but I am available to answer questions.

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0741

Agenda Date: 7/10/2025

Version: 1

Status: Recommended to be Adopted

In Control: Common Council

File Type: Resolution

Agenda Number:

Resolution approving Final Plat of Chambers-Markle Farmstead Subdivision to the City of La Crosse, La Crosse County, Wisconsin.

RESOLUTION

BE IT RESOLVED by the Common Council of the City of La Crosse that the Final Plat of Chambers-Markle Farmstead Subdivision to the City of La Crosse, La Crosse County, Wisconsin being made in accordance with the Wisconsin Statutes, is hereby approved.

BE IT FURTHER RESOLVED that the City Clerk and other required City staff or officers are authorized to sign said plat after reports of full compliance have been received from the departments at the City and County of La Crosse who review said plat as required by Municipal Code.

CHAMBERS-MARKLE FARMSTEAD SUBDIVISION

ALL OF LOT 21, WATERVIEW SUBDIVISION; LOCATED IN THE SE 1/4 - NW 1/4, SECTION 27, T15N-R7W CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN

OWNERS CERTIFICATE:

As owner, I hereby certify that I caused the land described on this plat to be surveyed, divided and mapped as represented on this plat. I also certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

City of La Crosse
Wisconsin Department of Transportation
Wisconsin Department of Administration (Plat Review)

Witness the hand and seal of said owners this_____day of_____,2025.

In the presence of: _____
Witness

_____
Karl Schilling (Property Logic, LLC)

State of Wisconsin)
County of La Crosse) ss

Personally came before me this_____day of_____, 2025, Karl Schilling, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public

Notary Public,_____, Wisconsin

My Commission Expires_____ _____
Notary Public Printed Name

CITY TREASURER CERTIFICATE

State of Wisconsin)
County of La Crosse) ss

I, Chadwick Hawkins, being the duly appointed, qualified and acting treasurer of the City of La Crosse, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of _____,2025, on any of the land included in this plat.

_____
Chadwick Hawkins, Treasurer Date:

COUNTY TREASURER CERTIFICATE:

State of Wisconsin)
County of La Crosse) ss

I, Amy L. Twitchell, being the duly appointed, qualified and acting Treasurer of the County of La Crosse, do hereby certify that the records in my office show there are no unpaid taxes or unpaid special assessments as of_____,2025, affecting the lands included in this plat.

_____
Amy L. Twitchell, Treasurer Date:

REGISTER OF DEEDS CERTIFICATE:

State of Wisconsin)
County of La Crosse) ss

I, Robin Kadrmas, being duly appointed, qualified and acting Register of Deeds of the County of La Crosse, do hereby certify that the Plat of Chambers-Markle Farmstead Subdivision was received for record this_____day of_____,2025, at_____o'clock____m.

_____
Robin Kadrmas, Register of Deeds Date:

CITY COMMON COUNCIL CERTIFICATE:

Resolved that the Plat of Chambers-Markle Farmstead Subdivision, is hereby approved by the Common Council of the City of La Crosse.

_____
Shaundel Washington-Spivey, Mayor Date:

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council.

_____
Nikki Elsen, City Clerk Date:

Legal Description

I, Christopher W. Fechner, Professional Land Surveyor, hereby certify: That I have surveyed, divided and mapped the plat of Chambers-Markle Farmstead Subdivision, being all of Lot 21, Waterview Subdivision, located in the SE 1/4 of the NW 1/4, Section 27, T15N-R7W, City of La Crosse, La Crosse County, Wisconsin.

Subject to any easements, covenants and restrictions of record.

That such plat is a correct representation of all of the exterior boundaries of the land surveyed and the subdivision thereof made.

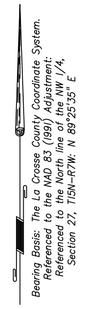
That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of La Crosse in surveying and mapping the same.

Dated this_____day of_____, 2025.

_____
Christopher W. Fechner
Professional Land Surveyor # S-2448

_____
Notary Public
_____, Wisconsin
My Commission Expires_____

_____
Notary Public Printed Name

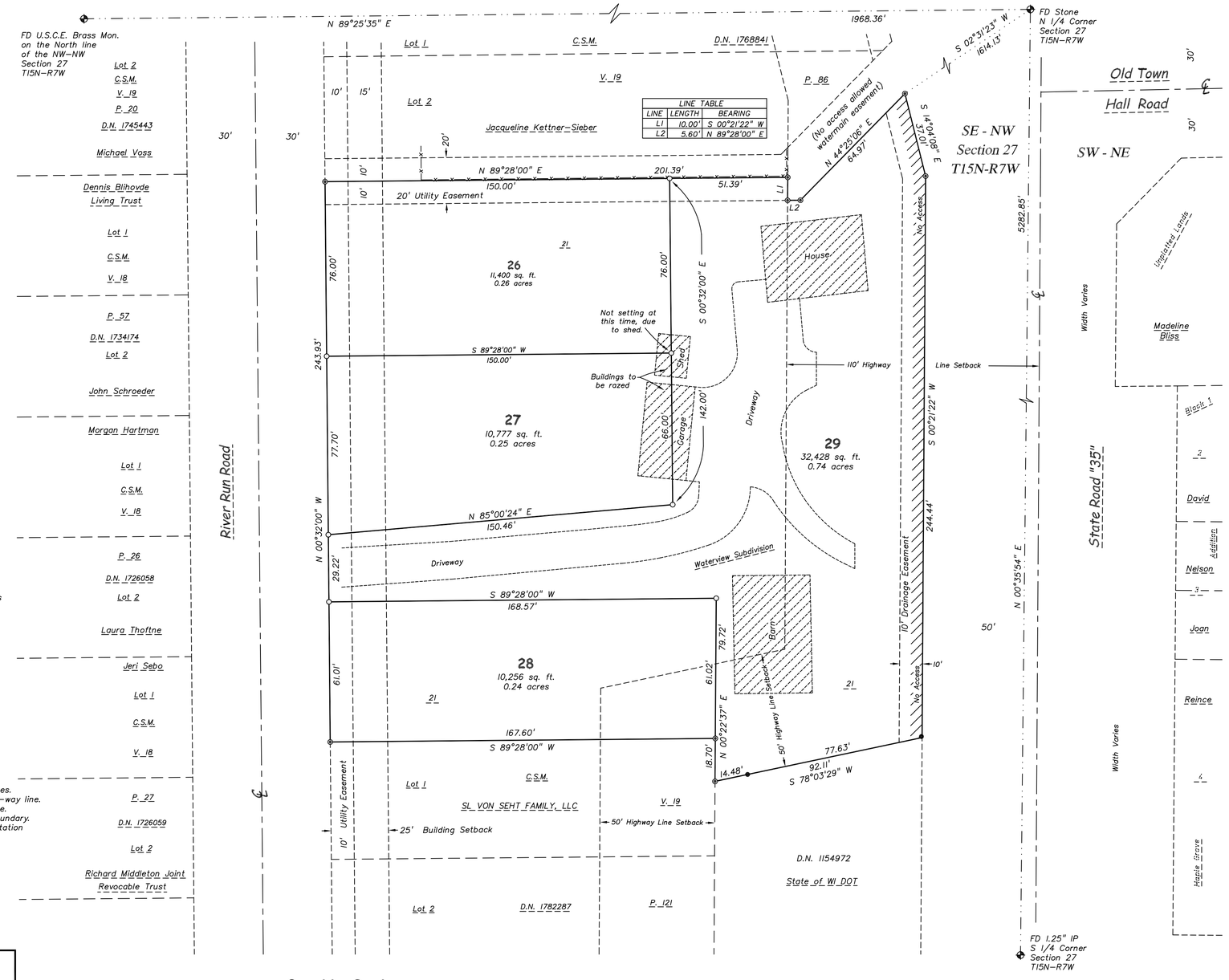


LEGEND

- ● = Found 1" O.D. Iron Pipe (unless stated otherwise)
- ○ = Set 3/4" x 20" Iron Bar (1.50 lb/lin. ft.)
- ( ) = Recorded dimensions
- ⊛ = Found 3/4" Iron Bar
- ⊕ = Found County marker
- ——— = Boundary of this survey
- — — — = Centerline
- —x—x— = Fence line
- U.S.C.E. = United States Army Corps of Engineers
- ▨ = No Access

Note: Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust doctrine in navigable waters that is established under Article IX, Section 1, of the State constitution.

Notes:
All easements shown hereon are existing from Waterview Subdivision.
10' Utility Easement along streets.
25' Building setback from all street right-of-way lines.
50' Highway setback from State Road "35" right-of-way line.
110' Highway setback from State Road "35" centerline.
50' Building setback from the wetland delineation boundary.
Highway setback required by Department of transportation per Wisconsin Statutes 236.293.
7' Side yard setback for R-2
25' and 30' Rear yard setback for R-2.
Lot 21 zoned R-2.
Base Flood Elevation (B.F.E.) = 640.0'
Ordinary High Water Mark (O.H.W.M.) = 633.8'
Lot 21 does not fall in the floodplain



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

Graphic Scale

30' 0 15' 30' 60'

(IN FEET)
1 inch = 30 ft.

CONSENT OF CORPORATE MORTGAGEE:

River Bank, A corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping of the land described on this plat, and does hereby consent to the above certification of Property Logic, LLC, owner.

In witness whereof, the said River Bank, has caused these presents to be signed by Jim Thompson, EVP & Chief Lending Officer, and its corporate seal to be hereunto affixed this_____day of_____, 2025.

_____
Executive Vice President, Jim Thompson

State of Wisconsin)
La Crosse County) ss

Personally came before me this _____ day of _____ , 2025, the above named mortgagee to me known to be the persons who executed the foregoing instruments and acknowledged the same.

_____
My commission expires: Notary Public - State of Wisconsin

_____
Notary Public Printed Name
_____, Wisconsin

COULEE REGION LAND SURVEYORS, LLC
Christopher W. Fechner
Professional Land Surveyor # S 2448
917 SOUTH 4th STREET
P.O. BOX 1954
LA CROSSE, WI 54601
(608) 784-1614
(608) 784-1408

Property Logic LLC
(Karl Schilling, Owner)
P.O. Box 2132
La Crosse, WI 54602
(608) 317-4481

S-7283D
SHEET 1 OF 1

HIGHWAY/ROAD BUILDING SETBACK:

The Highway Setback Line (H.S.L.) is either 50' from the highway right-of-way line, or 110' from the highway centerline and labeled accordingly. Building setbacks from all other roads and cul-de-sacs is 25' from the road right-of-way line.

ACCESS RESTRICTIONS:

All lots and blocks are hereby restricted so that no owner, possessor, user, licensee or other person may have any right of direct vehicular ingress from or egress to any highway lying within the right-of-way of U.S. Highway "14/61" and State Road "35", it is expressly intended that this restriction constitute a restriction for the benefit of the public as provided in s.236.293, Wisconsin Statutes, and shall be enforceable by the Wisconsin Department of Transportation.

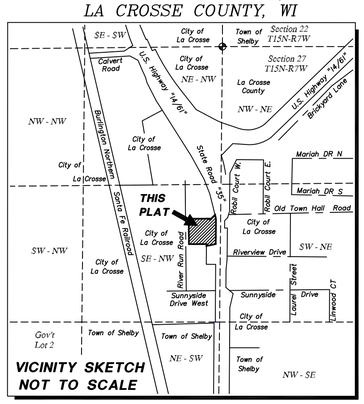
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NOISE NOTATION:

The lots of this land division may experience noise at levels exceeding levels in s. Trans 405.04, Table I. These levels are based on federal standards. The Wisconsin Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the department to the highway's through-lane capacity.

SE 1/4 - NW 1/4 SECTION 27, T15N-R7W CITY OF LA CROSSE, LA CROSSE COUNTY, WI



CHAMBERS-MARKLE FARMSTEAD SUBDIVISION

ALL OF LOT 21, WATERVIEW SUBDIVISION; LOCATED IN THE SE 1/4 - NW 1/4, SECTION 27, T15N-R7W CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN

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Witness the hand and seal of said owners this_____day of_____,2025.

In the presence of: _____
Witness

_____
Karl Schilling (Property Logic, LLC)

State of Wisconsin)
County of La Crosse) ss

Personally came before me this_____day of_____, 2025, Karl Schilling, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public

Notary Public,_____, Wisconsin

My Commission Expires_____ _____
Notary Public Printed Name

CITY TREASURER CERTIFICATE

State of Wisconsin)
County of La Crosse) ss

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_____
Chadwick Hawkins, Treasurer Date:

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County of La Crosse) ss

I, Amy L. Twitchell, being the duly appointed, qualified and acting Treasurer of the County of La Crosse, do hereby certify that the records in my office show there are no unpaid taxes or unpaid special assessments as of_____,2025, affecting the lands included in this plat.

_____
Amy L. Twitchell, Treasurer Date:

REGISTER OF DEEDS CERTIFICATE:

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County of La Crosse) ss

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_____
Robin Kadrmas, Register of Deeds Date:

CITY COMMON COUNCIL CERTIFICATE:

Resolved that the Plat of Subdivision of Lot 21 of Waterview Subdivision, is hereby approved by the Common Council of the City of La Crosse.

_____
Shaundel Washington-Spivey, Mayor Date:

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council.

_____
Nikki Elsen , City Clerk Date:

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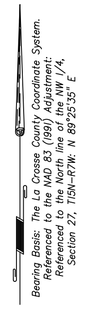
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Professional Land Surveyor # S-2448

_____
Notary Public
_____, Wisconsin
My Commission Expires_____

_____
Notary Public Printed Name

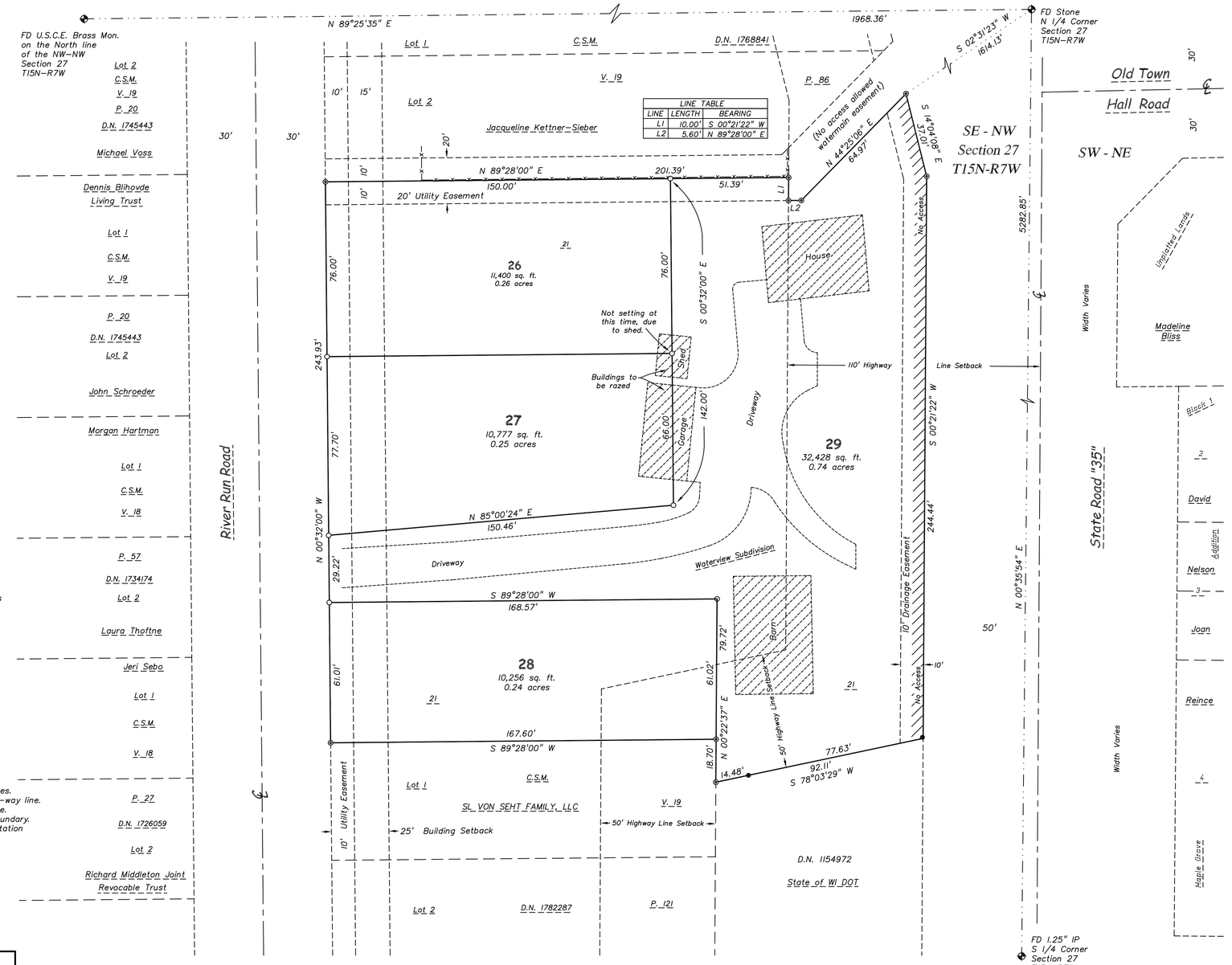


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S-7283D
SHEET 1 OF 1

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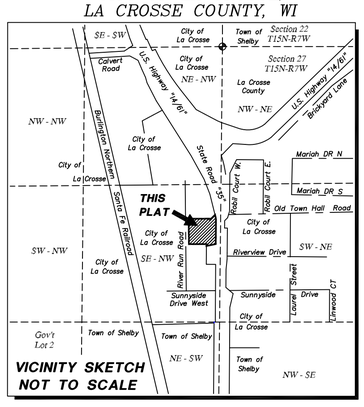
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SE 1/4 - NW 1/4 SECTION 27, T15N-R7W CITY OF LA CROSSE, LA CROSSE COUNTY, WI



Storm Water Management & Erosion Control Narrative

for

Chambers-Markle Farmstead Subdivision

Property Logic LLC

Lot 21, Waterview Subdivision

La Crosse, Wisconsin

1.0 Introduction

A. Project Description

Makepeace Engineering is assisting Property Logic with grading, storm water management, and erosion control, for its four lot Chambers-Markle Farmstead Subdivision in the City of La Crosse, La Crosse County, Wisconsin.

The project will subdivide Lot 21 of the Waterview Subdivision into four smaller lots.

B. Pre-Construction Site

The project site includes Lot 21 of the Waterview Subdivision. The parcel has historically included a single-family home and remnant outbuildings from the Chambers-Markle farm. The existing parcel is zoned R2. The land is surrounded by R2 zoned residential development to the north, south, and west, and R1 zoned development across STH 35 to the east.

The total project site is approximately 1.49 acres. The existing site is 78% pervious and drains to the adjacent rights-of-way. The existing parcel includes the following surface area breakdown, measured in square feet:

Roof	Driveway	Sidewalk	Pervious	Total
7,006	7,173	0	50,682	64,861

Once in the right-of-way, existing curb and gutter conveys runoff to regional storm sewer stormwater BMP's constructed for the Waterview Subdivision in 2018.

Lot 21 of the Waterview Subdivision is a member of the Waterview Homeowner's Association. The HOA covenants indicate the HOA is responsible for operation and maintenance of the regional BMP's. The HOA covenants are recorded as a restriction on Lot 21.

C. Soils

NRCS Soil maps indicate a predominance of Chelsea Fine Sand (92.5%), with a small amount of Finchford Loamy Sand (6.2%) and Brice Loamy Fine Sand (1.2%).

NRCS describes the soil as being excessively well drained with greater than 80" to bedrock or groundwater.

Soil borings taken near Lot 21 confirm the presence of predominantly sandy soils with no shallow bedrock or groundwater.

2.0 Erosion Control Plan

Once the Chambers-Markle Farmstead Subdivision plat is completed, three of the four parcels will be offered for sale. When the owners of those parcels apply for building permits, compliance with erosion control requirements will be mandatory, and the City's normal procedure for erosion control permitting will be followed.

3.0 Storm Water Management Plan

A. Post-Construction Site

The post-construction site will consist of four smaller parcels, Lots 26, 27, 28 & 29, all zoned R2. Property Logic plans leave the farmhouse in place, but remove all other existing structures. New single family, or twindo construction will likely occur in 2025 & 2026 on Lots 26, 27, & 28. Slopes will remain below 20%. Storm water runoff from the project site will be managed as detailed below.

Recording of this Chambers-Markle Farmstead plat does not remove the recorded requirements of the HOA Covenants. These new lots will all be members of the Waterview Subdivision HOA and will have the same restrictions and responsibilities for maintenance of the regional stormwater bmp's as Lot 21 of the Waterview Subdivision.

The proposed lots will include the following estimated surface areas, measured in square feet:

Lot	Roof	Driveway	Sidewalk	Pervious	Total
26	3,220	1,000	234	6,946	11,400
27	3,220	1,000	234	6,323	10,777
28	2,867	1,000	142	6,247	10,256
29	1,461	6,624	0	24,343	32,428

B. Post-Construction Performance Requirements

1. 80% reduction of TSS.

C. BMP Selection

Waterview Subdivision Regional Treatment

Regional storm water BMP's were constructed for treatment of runoff from all of the Waterview Subdivision, including Lot 21. Each lot was provided an "Allocation" of roof and paved parking impervious. Design, calculations, and modeling of Waterview's regional storm water treatment system, which shows the system achieves 88.23% TSS

reduction for allocated impervious area was provided to Wisconsin DNR and the City of La Crosse. The Lot 21 impervious allocation was as follows:

Roof	7,006 SF
Pavement	7,173 SF

The regional storm water treatment system was reviewed by Wisconsin DNR and approved on April 20, 2018.

The regional storm water treatment system was reviewed by City of La Crosse Engineering Department for plat review, and approved by the City of La Crosse Plan Commission February 26, 2018, the City of La Crosse Judiciary & Administration Committee on February 27, 2018, and by the City of La Crosse Common Council on March 8, 2018.

Maintenance of the regional storm water BMP's is the responsibility of the Waterview Home Owner's Association. A signed Storm Water O&M Agreement is on file with the La Crosse County register of deeds.

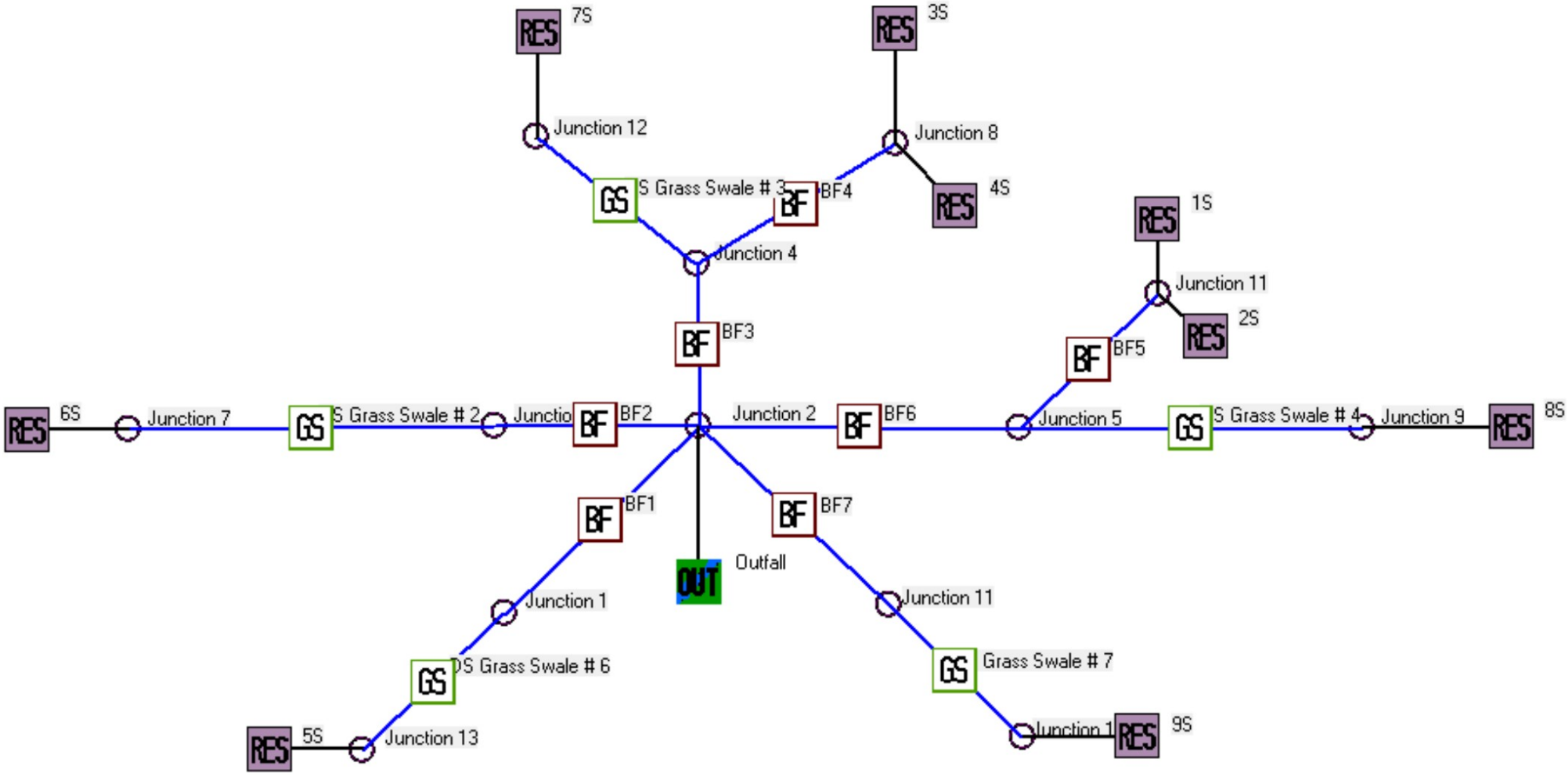
Lot 21 Local Treatment

It is estimated the Chambers-Markle Subdivision will ultimately cause the total Lot 21 impervious area to exceed the Waterview Regional impervious allocation detailed above, and Property Logic must show continued compliance with NR 151 and City of La Crosse stormwater ordinance. The improvements exceed the allocation as follows:

Surface	Proposed	Allocation	Additional
Roof	10,768 SF	7,006 SF	3,762 SF
Pavement	9,624 SF	7,173 SF	2,451 SF
Sidewalk	610 SF	0 SF	610 SF

The existing SLAMM model was modified, increasing the impervious area, and decreasing the pervious area accordingly, in subcatchment 3, and then re-run. The change in surface area decreased the total performance only slightly, with the modeling showing 87.57% TSS reduction.

No new stormwater BMP's are needed.


RES
7S
RES
3S
Junction 12
Junction 8
GS
S Grass Swale # 3
BF
BF4
RES
4S
RES
1S
Junction 4
Junction 11
BF
BF3
RES
2S
BF
BF5
RES
6S
Junction 7
GS
S Grass Swale # 2
Junctio
BF
BF2
Junction 2
BF
BF6
Junction 5
GS
S Grass Swale # 4
Junction 9
RES
8S
BF
BF1
BF
BF7
OUT
Outfall
Junction 1
Junction 11
GS
S Grass Swale # 6
GS
Grass Swale # 7
RES
5S
Junction 13
Junction 1
RES
9S

```
Data file name:  U:\Makepeace Engineering\2 Clients\Uploaded\Karl Schilling 11\Highway 35
Development\Slamm\Total Project 20180405-V10.3.mdb
WinSLAMM Version 10.4.0
Rain file name:  C:\WinSLAMM Files\Rain Files\WisReg - Madison WI 1981.RAN
Particulate Solids Concentration file name:  C:\WinSLAMM Files\v10.1 WI_AVG01.pscx
Runoff Coefficient file name:  C:\WinSLAMM Files\WI_SL06 Dec06.rsvx
Residential Street Delivery file name:  C:\WinSLAMM Files\WI_Res and Other Urban Dec06.std
Institutional Street Delivery file name:  C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std
Commercial Street Delivery file name:  C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std
Industrial Street Delivery file name:  C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std
Other Urban Street Delivery file name:  C:\WinSLAMM Files\WI_Res and Other Urban Dec06.std
Freeway Street Delivery file name:  C:\WinSLAMM Files\Freeway Dec06.std
Apply Street Delivery Files to Adjust the After Event Load Street Dirt Mass Balance:  False
Pollutant Relative Concentration file name:  C:\WinSLAMM Files\WI_GEO03.ppdx
Source Area PSD and Peak to Average Flow Ratio File:  C:\WinSLAMM Files\NURP Source Area PSD Files.csv
Cost Data file name:
Seed for random number generator:  -42
Study period starting date:  01/01/81       Study period ending date:  12/31/81
Start of Winter Season:  12/02              End of Winter Season:  03/12
Date:  06-25-2025                           Time:  12:42:27
Site information:

LU# 1 - Residential:  1S     Total area (ac):  0.454
     1 - Roofs 1:  0.005 ac.    Pitched    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     13 - Paved Parking 1:  0.174 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     25 - Driveways 1:  0.006 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     31 - Sidewalks 1:  0.024 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     51 - Small Landscaped Areas 1:  0.245 ac.    Normal Sandy    Source Area PSD File: C:\WinSLAMM
Files\NURP.cpz

LU# 2 - Residential:  6S     Total area (ac):  2.409
     1 - Roofs 1:  0.381 ac.    Pitched    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     13 - Paved Parking 1:  0.220 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     31 - Sidewalks 1:  0.011 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     51 - Small Landscaped Areas 1:  1.797 ac.    Normal Sandy    Source Area PSD File: C:\WinSLAMM
Files\NURP.cpz

LU# 3 - Residential:  3S     Total area (ac):  7.412
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     1 - Roofs 1:  0.750 ac.    Pitched    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     13 - Paved Parking 1:  0.741 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     25 - Driveways 1:  0.040 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     31 - Sidewalks 1:  0.183 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     51 - Small Landscaped Areas 1:  5.698 ac.    Normal Sandy    Source Area PSD File: C:\WinSLAMM
Files\NURP.cpz

LU# 4 - Residential:  2S     Total area (ac):  0.599
     13 - Paved Parking 1:  0.398 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     25 - Driveways 1:  0.022 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     31 - Sidewalks 1:  0.082 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     51 - Small Landscaped Areas 1:  0.097 ac.    Normal Sandy    Source Area PSD File: C:\WinSLAMM
Files\NURP.cpz

LU# 5 - Residential:  8S     Total area (ac):  1.105
     1 - Roofs 1:  0.177 ac.    Pitched    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     51 - Small Landscaped Areas 1:  0.928 ac.    Normal Sandy    Source Area PSD File: C:\WinSLAMM
Files\NURP.cpz

LU# 6 - Residential:  9S     Total area (ac):  4.711
     1 - Roofs 1:  0.798 ac.    Pitched    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     13 - Paved Parking 1:  1.063 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     31 - Sidewalks 1:  0.029 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     51 - Small Landscaped Areas 1:  2.821 ac.    Normal Sandy    Source Area PSD File: C:\WinSLAMM
Files\NURP.cpz

LU# 7 - Residential:  4S     Total area (ac):  1.582
     1 - Roofs 1:  0.071 ac.    Pitched    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     13 - Paved Parking 1:  0.459 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     25 - Driveways 1:  0.056 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     31 - Sidewalks 1:  0.121 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     51 - Small Landscaped Areas 1:  0.875 ac.    Normal Sandy    Source Area PSD File: C:\WinSLAMM
Files\NURP.cpz

LU# 8 - Residential:  7S     Total area (ac):  1.451
     1 - Roofs 1:  0.385 ac.    Pitched    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     51 - Small Landscaped Areas 1:  1.066 ac.    Normal Sandy    Source Area PSD File: C:\WinSLAMM
Files\NURP.cpz
```

```
LU# 9 - Residential:  5S     Total area (ac):  1.970
     1 - Roofs 1:  0.272 ac.    Pitched    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     13 - Paved Parking 1:  0.274 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     31 - Sidewalks 1:  0.322 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     51 - Small Landscaped Areas 1:  1.102 ac.    Normal Sandy    Source Area PSD File: C:\WinSLAMM
Files\NURP.cpz


      Control Practice 1:  Biofilter CP# 1 (DS) - BF1
         1.  Top area (square feet) =  2951
         2.  Bottom aea (square feet) =  200
         3.  Depth (ft):   5
         4.  Biofilter width (ft) - for Cost Purposes Only:   4
         5.  Infiltration rate (in/hr) =  0.5
         6.  Random infiltration rate generation?  No
         7.  Infiltration rate fraction (side):   1
         8.  Infiltration rate fraction (bottom):   1
         9.  Depth of biofilter that is rock filled (ft) 0
         10.  Porosity of rock filled volume =  0
         11.  Engineered soil infiltration rate:   3.6
         12.  Engineered soil depth (ft) =  2
         13.  Engineered soil porosity =  0.27
         14. Percent solids reduction due to flow through engineered soil =  80
         15. Biofilter peak to average flow ratio =  3.8
         16. Number of biofiltration control devices =  1
         17. Particle size distribution file:  Not needed - calculated by program
         18. Initial water surface elevation (ft):   0
         Soil Data                        Soil Type Fraction in Eng. Soil
             User-Defined Soil Type         1.000
         Biofilter Outlet/Discharge Characteristics:
             Outlet type:  Broad Crested Weir
                    1.  Weir crest length (ft):   5
                    2.  Weir crest width (ft):   2
                    3.  Height of datum to bottom of weir opening:   4
             Outlet type:  Drain Tile/Underdrain
                    1.  Underdrain outlet diameter (ft):   0.5
                    2.  Invert elevation above datum (ft):   0
```

```
              3.  Number of underdrain outlets:   2

Control Practice 2:  Biofilter CP# 2 (DS) - BF2
   1.  Top area (square feet) =  4837
   2.  Bottom aea (square feet) =  200
   3.  Depth (ft):   5
   4.  Biofilter width (ft) - for Cost Purposes Only:   4
   5.  Infiltration rate (in/hr) =  0.5
   6.  Random infiltration rate generation?  No
   7.  Infiltration rate fraction (side):   1
   8.  Infiltration rate fraction (bottom):   1
   9.  Depth of biofilter that is rock filled (ft) 0
   10.  Porosity of rock filled volume =  0
   11.  Engineered soil infiltration rate:   3.6
   12.  Engineered soil depth (ft) =  2
   13.  Engineered soil porosity =  0.27
   14. Percent solids reduction due to flow through engineered soil =  80
   15. Biofilter peak to average flow ratio =  3.8
   16. Number of biofiltration control devices =  1
   17. Particle size distribution file:  Not needed - calculated by program
   18. Initial water surface elevation (ft):   0
   Soil Data                        Soil Type Fraction in Eng. Soil
       User-Defined Soil Type         1.000
   Biofilter Outlet/Discharge Characteristics:
       Outlet type:  Broad Crested Weir
              1.  Weir crest length (ft):   5
              2.  Weir crest width (ft):   2
              3.  Height of datum to bottom of weir opening:   4
       Outlet type:  Drain Tile/Underdrain
              1.  Underdrain outlet diameter (ft):   0.5
              2.  Invert elevation above datum (ft):   0
              3.  Number of underdrain outlets:   2

Control Practice 3:  Biofilter CP# 3 (DS) - BF3
   1.  Top area (square feet) =  8235
   2.  Bottom aea (square feet) =  108
   3.  Depth (ft):   5
   4.  Biofilter width (ft) - for Cost Purposes Only:   4
```

```
   5.  Infiltration rate (in/hr) =  0.5
   6.  Random infiltration rate generation?  No
   7.  Infiltration rate fraction (side):   1
   8.  Infiltration rate fraction (bottom):   1
   9.  Depth of biofilter that is rock filled (ft) 0
   10.  Porosity of rock filled volume =  0
   11.  Engineered soil infiltration rate:   3.6
   12.  Engineered soil depth (ft) =  2
   13.  Engineered soil porosity =  0.27
   14. Percent solids reduction due to flow through engineered soil =  80
   15. Biofilter peak to average flow ratio =  3.8
   16. Number of biofiltration control devices =  1
   17. Particle size distribution file:  Not needed - calculated by program
   18. Initial water surface elevation (ft):   0
   Soil Data                         Soil Type Fraction in Eng. Soil
       User-Defined Soil Type          1.000
   Biofilter Outlet/Discharge Characteristics:
       Outlet type:  Broad Crested Weir
               1.  Weir crest length (ft):   5
               2.  Weir crest width (ft):   2
               3.  Height of datum to bottom of weir opening:   4
       Outlet type:  Drain Tile/Underdrain
               1.  Underdrain outlet diameter (ft):   0.5
               2.  Invert elevation above datum (ft):   0
               3.  Number of underdrain outlets:   2

Control Practice 4:  Biofilter CP# 4 (DS) - BF5
   1.  Top area (square feet) =  3133
   2.  Bottom aea (square feet) =  300
   3.  Depth (ft):   4.42
   4.  Biofilter width (ft) - for Cost Purposes Only:   4
   5.  Infiltration rate (in/hr) =  0.5
   6.  Random infiltration rate generation?  No
   7.  Infiltration rate fraction (side):   1
   8.  Infiltration rate fraction (bottom):   1
   9.  Depth of biofilter that is rock filled (ft) 0
   10.  Porosity of rock filled volume =  0
   11.  Engineered soil infiltration rate:   3.6
```

```
   12.  Engineered soil depth (ft) =  2
   13.  Engineered soil porosity =  0.27
   14. Percent solids reduction due to flow through engineered soil =  80
   15. Biofilter peak to average flow ratio =  3.8
   16. Number of biofiltration control devices =  1
   17. Particle size distribution file:  Not needed - calculated by program
   18. Initial water surface elevation (ft):   0
   Soil Data                        Soil Type Fraction in Eng. Soil
       User-Defined Soil Type         1.000
   Biofilter Outlet/Discharge Characteristics:
       Outlet type:  Broad Crested Weir
              1.  Weir crest length (ft):   5
              2.  Weir crest width (ft):   2
              3.  Height of datum to bottom of weir opening:   3.42
       Outlet type:  Drain Tile/Underdrain
              1.  Underdrain outlet diameter (ft):   0.5
              2.  Invert elevation above datum (ft):   0
              3.  Number of underdrain outlets:   2

Control Practice 5:  Grass Swale CP# 1 (DS) - DS Grass Swale # 2
   Total drainage area (acres)= 2.409
   Fraction of drainage area served by swales (ac) = 1.00
   Swale density (ft/ac) = 202.49
   Total swale length (ft) = 488
   Average swale length to outlet (ft)= 244
   Typical bottom width (ft) = 6.0
   Typical swale side slope (_H:1V) = 3.0
   Typical longitudinal slope (ft.H/ft.V) = 0.010
   Swale retardance factor:  B
   Typical grass height (in) = 6.0
   Swale dynamic infiltration rate (in/hr)= 0.500
   Typical swale depth (ft) for cost analysis (optional) = 0.0
   Particle size distribution file name: Not needed - calculated by program
   Use total swale length instead of swale density for infiltration calculations:  False

Control Practice 6:  Grass Swale CP# 2 (DS) - DS Grass Swale # 3
   Total drainage area (acres)= 1.451
   Fraction of drainage area served by swales (ac) = 1.00
```

```
   Swale density (ft/ac) = 374.91
   Total swale length (ft) = 544
   Average swale length to outlet (ft)= 272
   Typical bottom width (ft) = 6.0
   Typical swale side slope (_H:1V) = 3.0
   Typical longitudinal slope (ft.H/ft.V) = 0.010
   Swale retardance factor:  B
   Typical grass height (in) = 6.0
   Swale dynamic infiltration rate (in/hr)= 0.500
   Typical swale depth (ft) for cost analysis (optional) = 0.0
   Particle size distribution file name: Not needed - calculated by program
   Use total swale length instead of swale density for infiltration calculations:  False

Control Practice 7:  Grass Swale CP# 3 (DS) - DS Grass Swale # 4
   Total drainage area (acres)= 1.105
   Fraction of drainage area served by swales (ac) = 1.00
   Swale density (ft/ac) = 197.10
   Total swale length (ft) = 218
   Average swale length to outlet (ft)= 109
   Typical bottom width (ft) = 6.0
   Typical swale side slope (_H:1V) = 3.0
   Typical longitudinal slope (ft.H/ft.V) = 0.010
   Swale retardance factor:  B
   Typical grass height (in) = 6.0
   Swale dynamic infiltration rate (in/hr)= 0.500
   Typical swale depth (ft) for cost analysis (optional) = 0.0
   Particle size distribution file name: Not needed - calculated by program
   Use total swale length instead of swale density for infiltration calculations:  False

Control Practice 8:  Biofilter CP# 5 (DS) - BF6
   1.  Top area (square feet) =  6987
   2.  Bottom aea (square feet) =  216
   3.  Depth (ft):   5
   4.  Biofilter width (ft) - for Cost Purposes Only:   10
   5.  Infiltration rate (in/hr) =  0.5
   6.  Random infiltration rate generation?  No
   7.  Infiltration rate fraction (side):   1
   8.  Infiltration rate fraction (bottom):   1
```

```
   9.  Depth of biofilter that is rock filled (ft) 0
   10.  Porosity of rock filled volume =  0
   11.  Engineered soil infiltration rate:   3.6
   12.  Engineered soil depth (ft) =  2
   13.  Engineered soil porosity =  0.27
   14. Percent solids reduction due to flow through engineered soil =  80
   15. Biofilter peak to average flow ratio =  3.8
   16. Number of biofiltration control devices =  1
   17. Particle size distribution file:  Not needed - calculated by program
   18. Initial water surface elevation (ft):   0
   Soil Data                        Soil Type Fraction in Eng. Soil
       User-Defined Soil Type         1.000
   Biofilter Outlet/Discharge Characteristics:
       Outlet type:  Broad Crested Weir
              1.  Weir crest length (ft):   5
              2.  Weir crest width (ft):   5
              3.  Height of datum to bottom of weir opening:   4
       Outlet type:  Drain Tile/Underdrain
              1.  Underdrain outlet diameter (ft):   0.5
              2.  Invert elevation above datum (ft):   0
              3.  Number of underdrain outlets:   2

Control Practice 9:  Biofilter CP# 6 (DS) - BF7
   1.  Top area (square feet) =  1545
   2.  Bottom aea (square feet) =  216
   3.  Depth (ft):   5
   4.  Biofilter width (ft) - for Cost Purposes Only:   10
   5.  Infiltration rate (in/hr) =  0
   6.  Random infiltration rate generation?  No
   7.  Infiltration rate fraction (side):   1
   8.  Infiltration rate fraction (bottom):   1
   9.  Depth of biofilter that is rock filled (ft) 0
   10.  Porosity of rock filled volume =  0
   11.  Engineered soil infiltration rate:   3.6
   12.  Engineered soil depth (ft) =  2
   13.  Engineered soil porosity =  0.27
   14. Percent solids reduction due to flow through engineered soil =  80
   15. Biofilter peak to average flow ratio =  3.8
```

```
   16. Number of biofiltration control devices =  1
   17. Particle size distribution file:  Not needed - calculated by program
   18. Initial water surface elevation (ft):   0
   Soil Data                        Soil Type Fraction in Eng. Soil
       User-Defined Soil Type         1.000
   Biofilter Outlet/Discharge Characteristics:
       Outlet type:  Broad Crested Weir
               1.  Weir crest length (ft):   5
               2.  Weir crest width (ft):   5
               3.  Height of datum to bottom of weir opening:   4
       Outlet type:  Drain Tile/Underdrain
               1.  Underdrain outlet diameter (ft):   0.5
               2.  Invert elevation above datum (ft):   0
               3.  Number of underdrain outlets:   2

Control Practice 10:  Biofilter CP# 7 (DS) - BF4
   1.  Top area (square feet) =  20000
   2.  Bottom aea (square feet) =  564
   3.  Depth (ft):   5
   4.  Biofilter width (ft) - for Cost Purposes Only:   10
   5.  Infiltration rate (in/hr) =  0.5
   6.  Random infiltration rate generation?  No
   7.  Infiltration rate fraction (side):   1
   8.  Infiltration rate fraction (bottom):   1
   9.  Depth of biofilter that is rock filled (ft) 0
   10.  Porosity of rock filled volume =  0
   11.  Engineered soil infiltration rate:   3.6
   12.  Engineered soil depth (ft) =  2
   13.  Engineered soil porosity =  0.27
   14. Percent solids reduction due to flow through engineered soil =  80
   15. Biofilter peak to average flow ratio =  3.8
   16. Number of biofiltration control devices =  1
   17. Particle size distribution file:  Not needed - calculated by program
   18. Initial water surface elevation (ft):   0
   Soil Data                        Soil Type Fraction in Eng. Soil
       User-Defined Soil Type         1.000
   Biofilter Outlet/Discharge Characteristics:
       Outlet type:  Broad Crested Weir
```

```
                1.  Weir crest length (ft):   5
                2.  Weir crest width (ft):   5
                3.  Height of datum to bottom of weir opening:   4
        Outlet type:  Drain Tile/Underdrain
                1.  Underdrain outlet diameter (ft):   0.5
                2.  Invert elevation above datum (ft):   0
                3.  Number of underdrain outlets:   2

Control Practice 11:  Grass Swale CP# 4 (DS) - DS Grass Swale # 6
   Total drainage area (acres)= 1.970
   Fraction of drainage area served by swales (ac) = 1.00
   Swale density (ft/ac) = 136.55
   Total swale length (ft) = 269
   Average swale length to outlet (ft)= 135
   Typical bottom width (ft) = 6.0
   Typical swale side slope (_H:1V) = 3.0
   Typical longitudinal slope (ft.H/ft.V) = 0.010
   Swale retardance factor:  B
   Typical grass height (in) = 12.0
   Swale dynamic infiltration rate (in/hr)= 0.500
   Typical swale depth (ft) for cost analysis (optional) = 0.0
   Particle size distribution file name: Not needed - calculated by program
   Use total swale length instead of swale density for infiltration calculations:  False

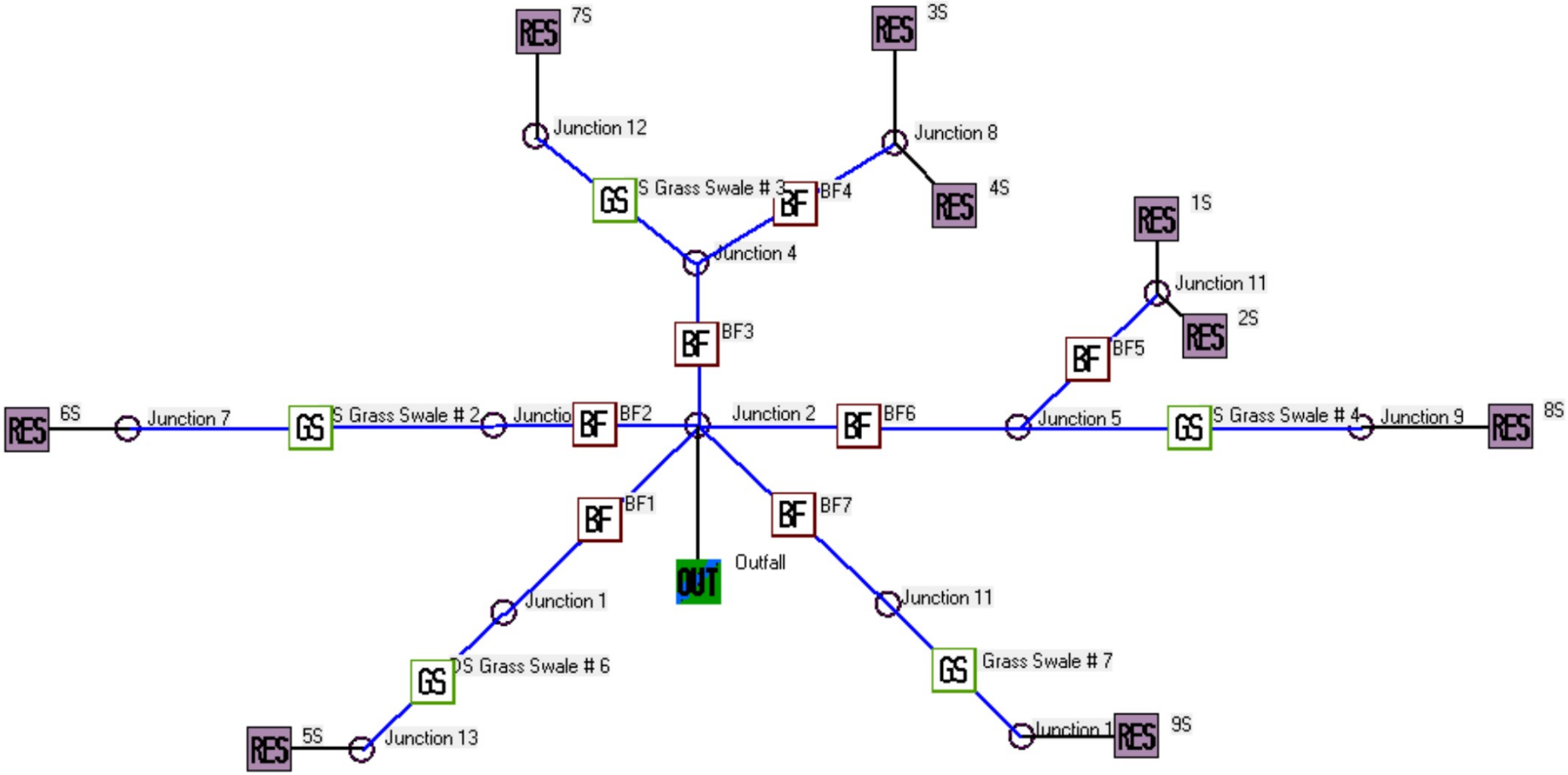
Control Practice 12:  Grass Swale CP# 5 (DS) - DS Grass Swale # 7
   Total drainage area (acres)= 4.711
   Fraction of drainage area served by swales (ac) = 1.00
   Swale density (ft/ac) = 83.89
   Total swale length (ft) = 395
   Average swale length to outlet (ft)= 198
   Typical bottom width (ft) = 6.0
   Typical swale side slope (_H:1V) = 3.0
   Typical longitudinal slope (ft.H/ft.V) = 0.010
   Swale retardance factor:  B
   Typical grass height (in) = 12.0
   Swale dynamic infiltration rate (in/hr)= 0.500
   Typical swale depth (ft) for cost analysis (optional) = 0.0
   Particle size distribution file name: Not needed - calculated by program
```

Use total swale length instead of swale density for infiltration calculations: False

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Data file name: U:\Makepeace Engineering\2 Clients\Uploaded\Karl Schilling 11\Highway 35 Development\Slamm\Total Project 20180405-V10.3.mdb
Data file description:
Rain file name: C:\WinSLAMM Files\Rain Files\WisReg - Madison WI 1981.RAN
Particulate Solids Concentration file name: C:\WinSLAMM Files\v10.1 WI_AVG01.pscx
Runoff Coefficient file name: C:\WinSLAMM Files\WI_SL06 Dec06.rsvx
Residential Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other Urban Dec06.std
Institutional Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std
Commercial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std
Industrial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std
Other Urban Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other Urban Dec06.std
Freeway Street Delivery file name: C:\WinSLAMM Files\Freeway Dec06.std
Pollutant Relative Concentration file name: C:\WinSLAMM Files\WI_GEO03.ppdx
Start of Winter Season: 12/02 End of Winter Season: 03/12
Model Run Start Date: 01/01/81 Model Run End Date: 12/31/81
Date of run: 06-25-2025 Time of run: 12:40:32
Total Area Modeled (acres): 21.693
Years in Model Run: 1.00

	Runoff Volume (cu ft)	Percent Runoff Volume Reduction	Particulate Solids Conc. (mg/L)	Particulate Solids Yield (lbs)	Percent Particulate Solids Reduction
Total of all Land Uses without Controls:	608226	-	85.92	3262	-
Outfall Total with Controls:	200472	67.04%	32.39	405.4	87.57%
Annualized Total After Outfall Controls:	201023			406.5	


RES
7S
RES
3S
Junction 12
Junction 8
GS
S Grass Swale # 3
BF
BF4
RES
4S
RES
1S
Junction 4
Junction 11
BF
BF3
RES
2S
BF
BF5
RES
6S
Junction 7
GS
S Grass Swale # 2
Junctio
BF
BF2
Junction 2
BF
BF6
Junction 5
GS
S Grass Swale # 4
Junction 9
RES
8S
BF
BF1
BF
BF7
OUT
Outfall
Junction 1
Junction 11
GS
S Grass Swale # 6
GS
Grass Swale # 7
RES
5S
Junction 13
Junction 1
RES
9S

```
Data file name:  U:\2 Clients\Karl Schilling 11\Highway 35 Development\Slamm\Total Project 20180405.mdb
WinSLAMM Version 10.3.4
Rain file name:  C:\WinSLAMM Files\Rain Files\WisReg - Madison WI 1981.RAN
Particulate Solids Concentration file name:  C:\WinSLAMM Files\v10.1 WI_AVG01.pscx
Runoff Coefficient file name:  C:\WinSLAMM Files\WI_SL06 Dec06.rsvx
Residential Street Delivery file name:  C:\WinSLAMM Files\WI_Res and Other Urban Dec06.std
Institutional Street Delivery file name:  C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std
Commercial Street Delivery file name:  C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std
Industrial Street Delivery file name:  C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std
Other Urban Street Delivery file name:  C:\WinSLAMM Files\WI_Res and Other Urban Dec06.std
Freeway Street Delivery file name:  C:\WinSLAMM Files\Freeway Dec06.std
Apply Street Delivery Files to Adjust the After Event Load Street Dirt Mass Balance:  False
Pollutant Relative Concentration file name:  C:\WinSLAMM Files\WI_GEO03.ppdx
Source Area PSD and Peak to Average Flow Ratio File:  C:\WinSLAMM Files\NURP Source Area PSD Files.csv
Cost Data file name:
Seed for random number generator:  -42
Study period starting date:  01/01/81       Study period ending date:  12/31/81
Start of Winter Season:  12/02              End of Winter Season:  03/12
Date:  04-05-2018                           Time:  16:05:01
Site information:

LU# 1 - Residential:  1S     Total area (ac):  0.454
     1 - Roofs 1:  0.005 ac.    Pitched    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     13 - Paved Parking 1:  0.174 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     25 - Driveways 1:  0.006 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     31 - Sidewalks 1:  0.024 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     51 - Small Landscaped Areas 1:  0.245 ac.    Normal Sandy    Source Area PSD File: C:\WinSLAMM
Files\NURP.cpz

LU# 2 - Residential:  6S     Total area (ac):  2.409
     1 - Roofs 1:  0.381 ac.    Pitched    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     13 - Paved Parking 1:  0.220 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     31 - Sidewalks 1:  0.011 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     51 - Small Landscaped Areas 1:  1.797 ac.    Normal Sandy    Source Area PSD File: C:\WinSLAMM
Files\NURP.cpz

LU# 3 - Residential:  3S     Total area (ac):  7.413
     1 - Roofs 1:  0.664 ac.    Pitched    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     13 - Paved Parking 1:  0.685 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
```

```
     25 - Driveways 1:  0.040 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     31 - Sidewalks 1:  0.169 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     51 - Small Landscaped Areas 1:  5.855 ac.    Normal Sandy    Source Area PSD File: C:\WinSLAMM
Files\NURP.cpz

LU# 4 - Residential:  2S     Total area (ac):  0.599
     13 - Paved Parking 1:  0.398 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     25 - Driveways 1:  0.022 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     31 - Sidewalks 1:  0.082 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     51 - Small Landscaped Areas 1:  0.097 ac.    Normal Sandy    Source Area PSD File: C:\WinSLAMM
Files\NURP.cpz

LU# 5 - Residential:  8S     Total area (ac):  1.105
     1 - Roofs 1:  0.177 ac.    Pitched    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     51 - Small Landscaped Areas 1:  0.928 ac.    Normal Sandy    Source Area PSD File: C:\WinSLAMM
Files\NURP.cpz

LU# 6 - Residential:  9S     Total area (ac):  4.711
     1 - Roofs 1:  0.798 ac.    Pitched    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     13 - Paved Parking 1:  1.063 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     31 - Sidewalks 1:  0.029 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     51 - Small Landscaped Areas 1:  2.821 ac.    Normal Sandy    Source Area PSD File: C:\WinSLAMM
Files\NURP.cpz

LU# 7 - Residential:  4S     Total area (ac):  1.582
     1 - Roofs 1:  0.071 ac.    Pitched    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     13 - Paved Parking 1:  0.459 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     25 - Driveways 1:  0.056 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     31 - Sidewalks 1:  0.121 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     51 - Small Landscaped Areas 1:  0.875 ac.    Normal Sandy    Source Area PSD File: C:\WinSLAMM
Files\NURP.cpz

LU# 8 - Residential:  7S     Total area (ac):  1.451
     1 - Roofs 1:  0.385 ac.    Pitched    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     51 - Small Landscaped Areas 1:  1.066 ac.    Normal Sandy    Source Area PSD File: C:\WinSLAMM
Files\NURP.cpz

LU# 9 - Residential:  5S     Total area (ac):  1.970
     1 - Roofs 1:  0.272 ac.    Pitched    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
```

```
     13 - Paved Parking 1:  0.274 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     31 - Sidewalks 1:  0.322 ac.    Connected    Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
     51 - Small Landscaped Areas 1:  1.102 ac.    Normal Sandy    Source Area PSD File: C:\WinSLAMM
Files\NURP.cpz


      Control Practice 1:  Biofilter CP# 1 (DS) - BF1
         1.  Top area (square feet) =  2951
         2.  Bottom aea (square feet) =  200
         3.  Depth (ft):   5
         4.  Biofilter width (ft) - for Cost Purposes Only:   4
         5.  Infiltration rate (in/hr) =  0.5
         6.  Random infiltration rate generation?  No
         7.  Infiltration rate fraction (side):   1
         8.  Infiltration rate fraction (bottom):   1
         9.  Depth of biofilter that is rock filled (ft) 0
         10.  Porosity of rock filled volume =  0
         11.  Engineered soil infiltration rate:   3.6
         12.  Engineered soil depth (ft) =  2
         13.  Engineered soil porosity =  0.27
         14. Percent solids reduction due to flow through engineered soil =  80
         15. Biofilter peak to average flow ratio =  3.8
         16. Number of biofiltration control devices =  1
         17. Particle size distribution file:  Not needed - calculated by program
         18. Initial water surface elevation (ft):   0
         Soil Data                        Soil Type Fraction in Eng. Soil
             User-Defined Soil Type         1.000
         Biofilter Outlet/Discharge Characteristics:
             Outlet type:  Broad Crested Weir
                    1.  Weir crest length (ft):   5
                    2.  Weir crest width (ft):   2
                    3.  Height of datum to bottom of weir opening:   4
             Outlet type:  Drain Tile/Underdrain
                    1.  Underdrain outlet diameter (ft):   0.5
                    2.  Invert elevation above datum (ft):   0
                    3.  Number of underdrain outlets:   2

      Control Practice 2:  Biofilter CP# 2 (DS) - BF2
         1.  Top area (square feet) =  4837
```

```
   2.  Bottom aea (square feet) =  200
   3.  Depth (ft):   5
   4.  Biofilter width (ft) - for Cost Purposes Only:   4
   5.  Infiltration rate (in/hr) =  0.5
   6.  Random infiltration rate generation?  No
   7.  Infiltration rate fraction (side):   1
   8.  Infiltration rate fraction (bottom):   1
   9.  Depth of biofilter that is rock filled (ft) 0
   10.  Porosity of rock filled volume =  0
   11.  Engineered soil infiltration rate:   3.6
   12.  Engineered soil depth (ft) =  2
   13.  Engineered soil porosity =  0.27
   14. Percent solids reduction due to flow through engineered soil =  80
   15. Biofilter peak to average flow ratio =  3.8
   16. Number of biofiltration control devices =  1
   17. Particle size distribution file:  Not needed - calculated by program
   18. Initial water surface elevation (ft):   0
   Soil Data                        Soil Type Fraction in Eng. Soil
       User-Defined Soil Type         1.000
   Biofilter Outlet/Discharge Characteristics:
       Outlet type:  Broad Crested Weir
              1.  Weir crest length (ft):   5
              2.  Weir crest width (ft):   2
              3.  Height of datum to bottom of weir opening:   4
       Outlet type:  Drain Tile/Underdrain
              1.  Underdrain outlet diameter (ft):   0.5
              2.  Invert elevation above datum (ft):   0
              3.  Number of underdrain outlets:   2

Control Practice 3:  Biofilter CP# 3 (DS) - BF3
   1.  Top area (square feet) =  8235
   2.  Bottom aea (square feet) =  108
   3.  Depth (ft):   5
   4.  Biofilter width (ft) - for Cost Purposes Only:   4
   5.  Infiltration rate (in/hr) =  0.5
   6.  Random infiltration rate generation?  No
   7.  Infiltration rate fraction (side):   1
   8.  Infiltration rate fraction (bottom):   1
   9.  Depth of biofilter that is rock filled (ft) 0
```

```
   10.  Porosity of rock filled volume =  0
   11.  Engineered soil infiltration rate:   3.6
   12.  Engineered soil depth (ft) =  2
   13.  Engineered soil porosity =  0.27
   14. Percent solids reduction due to flow through engineered soil =  80
   15. Biofilter peak to average flow ratio =  3.8
   16. Number of biofiltration control devices =  1
   17. Particle size distribution file:  Not needed - calculated by program
   18. Initial water surface elevation (ft):   0
   Soil Data                        Soil Type Fraction in Eng. Soil
       User-Defined Soil Type         1.000
   Biofilter Outlet/Discharge Characteristics:
       Outlet type:  Broad Crested Weir
              1.  Weir crest length (ft):   5
              2.  Weir crest width (ft):   2
              3.  Height of datum to bottom of weir opening:   4
       Outlet type:  Drain Tile/Underdrain
              1.  Underdrain outlet diameter (ft):   0.5
              2.  Invert elevation above datum (ft):   0
              3.  Number of underdrain outlets:   2

Control Practice 4:  Biofilter CP# 4 (DS) - BF5
   1.  Top area (square feet) =  3133
   2.  Bottom aea (square feet) =  300
   3.  Depth (ft):   4
   4.  Biofilter width (ft) - for Cost Purposes Only:   4
   5.  Infiltration rate (in/hr) =  0.5
   6.  Random infiltration rate generation?  No
   7.  Infiltration rate fraction (side):   1
   8.  Infiltration rate fraction (bottom):   1
   9.  Depth of biofilter that is rock filled (ft) 0
   10.  Porosity of rock filled volume =  0
   11.  Engineered soil infiltration rate:   3.6
   12.  Engineered soil depth (ft) =  2
   13.  Engineered soil porosity =  0.27
   14. Percent solids reduction due to flow through engineered soil =  80
   15. Biofilter peak to average flow ratio =  3.8
   16. Number of biofiltration control devices =  1
   17. Particle size distribution file:  Not needed - calculated by program
```

```
   18. Initial water surface elevation (ft):   0
   Soil Data                        Soil Type Fraction in Eng. Soil
       User-Defined Soil Type         1.000
   Biofilter Outlet/Discharge Characteristics:
       Outlet type:  Broad Crested Weir
              1.  Weir crest length (ft):   5
              2.  Weir crest width (ft):   2
              3.  Height of datum to bottom of weir opening:   3
       Outlet type:  Drain Tile/Underdrain
              1.  Underdrain outlet diameter (ft):   0.5
              2.  Invert elevation above datum (ft):   0
              3.  Number of underdrain outlets:   2

Control Practice 5:  Grass Swale CP# 1 (DS) - DS Grass Swale # 2
   Total drainage area (acres)= 2.409
   Fraction of drainage area served by swales (ac) = 1.00
   Swale density (ft/ac) = 202.49
   Total swale length (ft) = 488
   Average swale length to outlet (ft)= 244
   Typical bottom width (ft) = 6.0
   Typical swale side slope (_H:1V) = 3.0
   Typical longitudinal slope (ft.H/ft.V) = 0.010
   Swale retardance factor:  B
   Typical grass height (in) = 6.0
   Swale dynamic infiltration rate (in/hr)= 0.500
   Typical swale depth (ft) for cost analysis (optional) = 0.0
   Particle size distribution file name: Not needed - calculated by program
   Use total swale length instead of swale density for infiltration calculations:  False

Control Practice 6:  Grass Swale CP# 2 (DS) - DS Grass Swale # 3
   Total drainage area (acres)= 1.451
   Fraction of drainage area served by swales (ac) = 1.00
   Swale density (ft/ac) = 374.91
   Total swale length (ft) = 544
   Average swale length to outlet (ft)= 272
   Typical bottom width (ft) = 6.0
   Typical swale side slope (_H:1V) = 3.0
   Typical longitudinal slope (ft.H/ft.V) = 0.010
   Swale retardance factor:  B
```

```
   Typical grass height (in) = 6.0
   Swale dynamic infiltration rate (in/hr)= 0.500
   Typical swale depth (ft) for cost analysis (optional) = 0.0
   Particle size distribution file name: Not needed - calculated by program
   Use total swale length instead of swale density for infiltration calculations:  False

Control Practice 7:  Grass Swale CP# 3 (DS) - DS Grass Swale # 4
   Total drainage area (acres)= 1.105
   Fraction of drainage area served by swales (ac) = 1.00
   Swale density (ft/ac) = 197.10
   Total swale length (ft) = 218
   Average swale length to outlet (ft)= 109
   Typical bottom width (ft) = 6.0
   Typical swale side slope (_H:1V) = 3.0
   Typical longitudinal slope (ft.H/ft.V) = 0.010
   Swale retardance factor:  B
   Typical grass height (in) = 6.0
   Swale dynamic infiltration rate (in/hr)= 0.500
   Typical swale depth (ft) for cost analysis (optional) = 0.0
   Particle size distribution file name: Not needed - calculated by program
   Use total swale length instead of swale density for infiltration calculations:  False

Control Practice 8:  Biofilter CP# 5 (DS) - BF6
   1.  Top area (square feet) =  6987
   2.  Bottom aea (square feet) =  216
   3.  Depth (ft):   5
   4.  Biofilter width (ft) - for Cost Purposes Only:   10
   5.  Infiltration rate (in/hr) =  0.5
   6.  Random infiltration rate generation?  No
   7.  Infiltration rate fraction (side):   1
   8.  Infiltration rate fraction (bottom):   1
   9.  Depth of biofilter that is rock filled (ft) 0
   10.  Porosity of rock filled volume =  0
   11.  Engineered soil infiltration rate:   3.6
   12.  Engineered soil depth (ft) =  2
   13.  Engineered soil porosity =  0.27
   14. Percent solids reduction due to flow through engineered soil =  80
   15. Biofilter peak to average flow ratio =  3.8
   16. Number of biofiltration control devices =  1
```

```
   17. Particle size distribution file:  Not needed - calculated by program
   18. Initial water surface elevation (ft):   0
   Soil Data                        Soil Type Fraction in Eng. Soil
       User-Defined Soil Type         1.000
   Biofilter Outlet/Discharge Characteristics:
       Outlet type:  Broad Crested Weir
               1.  Weir crest length (ft):   5
               2.  Weir crest width (ft):   5
               3.  Height of datum to bottom of weir opening:   4
       Outlet type:  Drain Tile/Underdrain
               1.  Underdrain outlet diameter (ft):   0.5
               2.  Invert elevation above datum (ft):   0
               3.  Number of underdrain outlets:   2

Control Practice 9:  Biofilter CP# 6 (DS) - BF7
   1.  Top area (square feet) =  1545
   2.  Bottom aea (square feet) =  216
   3.  Depth (ft):   5
   4.  Biofilter width (ft) - for Cost Purposes Only:   10
   5.  Infiltration rate (in/hr) =  0
   6.  Random infiltration rate generation?  No
   7.  Infiltration rate fraction (side):   1
   8.  Infiltration rate fraction (bottom):   1
   9.  Depth of biofilter that is rock filled (ft) 0
   10.  Porosity of rock filled volume =  0
   11.  Engineered soil infiltration rate:   3.6
   12.  Engineered soil depth (ft) =  2
   13.  Engineered soil porosity =  0.27
   14. Percent solids reduction due to flow through engineered soil =  80
   15. Biofilter peak to average flow ratio =  3.8
   16. Number of biofiltration control devices =  1
   17. Particle size distribution file:  Not needed - calculated by program
   18. Initial water surface elevation (ft):   0
   Soil Data                        Soil Type Fraction in Eng. Soil
       User-Defined Soil Type         1.000
   Biofilter Outlet/Discharge Characteristics:
       Outlet type:  Broad Crested Weir
               1.  Weir crest length (ft):   5
               2.  Weir crest width (ft):   5
```

```
                3.  Height of datum to bottom of weir opening:   4
        Outlet type:  Drain Tile/Underdrain
                1.  Underdrain outlet diameter (ft):   0.5
                2.  Invert elevation above datum (ft):   0
                3.  Number of underdrain outlets:   2

Control Practice 10:  Biofilter CP# 7 (DS) - BF4
   1.  Top area (square feet) =  30000
   2.  Bottom aea (square feet) =  564
   3.  Depth (ft):   6
   4.  Biofilter width (ft) - for Cost Purposes Only:   10
   5.  Infiltration rate (in/hr) =  0.5
   6.  Random infiltration rate generation?  No
   7.  Infiltration rate fraction (side):   1
   8.  Infiltration rate fraction (bottom):   1
   9.  Depth of biofilter that is rock filled (ft) 0
   10.  Porosity of rock filled volume =  0
   11.  Engineered soil infiltration rate:   3.6
   12.  Engineered soil depth (ft) =  2
   13.  Engineered soil porosity =  0.27
   14. Percent solids reduction due to flow through engineered soil =  80
   15. Biofilter peak to average flow ratio =  3.8
   16. Number of biofiltration control devices =  1
   17. Particle size distribution file:  Not needed - calculated by program
   18. Initial water surface elevation (ft):   0
   Soil Data                        Soil Type Fraction in Eng. Soil
       User-Defined Soil Type         1.000
   Biofilter Outlet/Discharge Characteristics:
       Outlet type:  Broad Crested Weir
                1.  Weir crest length (ft):   5
                2.  Weir crest width (ft):   5
                3.  Height of datum to bottom of weir opening:   5
       Outlet type:  Drain Tile/Underdrain
                1.  Underdrain outlet diameter (ft):   0.5
                2.  Invert elevation above datum (ft):   0
                3.  Number of underdrain outlets:   2

Control Practice 11:  Grass Swale CP# 4 (DS) - DS Grass Swale # 6
   Total drainage area (acres)= 1.970
```

Fraction of drainage area served by swales (ac) = 1.00
Swale density (ft/ac) = 136.55
Total swale length (ft) = 269
Average swale length to outlet (ft)= 135
Typical bottom width (ft) = 6.0
Typical swale side slope (_H:1V) = 3.0
Typical longitudinal slope (ft.H/ft.V) = 0.010
Swale retardance factor: B
Typical grass height (in) = 12.0
Swale dynamic infiltration rate (in/hr)= 0.500
Typical swale depth (ft) for cost analysis (optional) = 0.0
Particle size distribution file name: Not needed - calculated by program
Use total swale length instead of swale density for infiltration calculations: False

Control Practice 12: Grass Swale CP# 5 (DS) - DS Grass Swale # 7
Total drainage area (acres)= 4.711
Fraction of drainage area served by swales (ac) = 1.00
Swale density (ft/ac) = 83.89
Total swale length (ft) = 395
Average swale length to outlet (ft)= 198
Typical bottom width (ft) = 6.0
Typical swale side slope (_H:1V) = 3.0
Typical longitudinal slope (ft.H/ft.V) = 0.010
Swale retardance factor: B
Typical grass height (in) = 12.0
Swale dynamic infiltration rate (in/hr)= 0.500
Typical swale depth (ft) for cost analysis (optional) = 0.0
Particle size distribution file name: Not needed - calculated by program
Use total swale length instead of swale density for infiltration calculations: False

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Data file name: U:\2 Clients\Karl Schilling 11\Highway 35 Development\Slamm\Total Project 20180405.mdb
Data file description:
Rain file name: C:\WinSLAMM Files\Rain Files\WisReg - Madison WI 1981.RAN
Particulate Solids Concentration file name: C:\WinSLAMM Files\v10.1 WI_AVG01.pscx
Runoff Coefficient file name: C:\WinSLAMM Files\WI_SL06 Dec06.rsvx
Residential Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other Urban Dec06.std
Institutional Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std
Commercial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std
Industrial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std
Other Urban Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other Urban Dec06.std
Freeway Street Delivery file name: C:\WinSLAMM Files\Freeway Dec06.std
Pollutant Relative Concentration file name: C:\WinSLAMM Files\WI_GEO03.ppdx
Start of Winter Season: 12/02 End of Winter Season: 03/12
Model Run Start Date: 01/01/81 Model Run End Date: 12/31/81
Date of run: 04-05-2018 Time of run: 16:04:38
Total Area Modeled (acres): 21.694
Years in Model Run: 1.00

	Runoff Volume (cu ft)	Percent Runoff Volume Reduction	Particulate Solids Conc. (mg/L)	Particulate Solids Yield (lbs)	Percent Particulate Solids Reduction
Total of all Land Uses without Controls:	594834	-	86.34	3206	-
Outfall Total with Controls:	191714	67.77%	31.54	377.4	88.23%
Annualized Total After Outfall Controls:	192241			378.5	

Craig, Sondra

From: Reinhart, David
Sent: Wednesday, June 25, 2025 2:24 PM
To: Craig, Sondra
Subject: RE: Final Plat - Chambers-Markle Farmstead Subdivision

Approved.

Thanks,

David Reinhart
Chief Building Inspector
Building & Inspections
400 La Crosse St., La Crosse, WI 54601
Office: 608-789-7564

From: Craig, Sondra <craigs@cityoflacrosse.org>
Sent: Wednesday, June 25, 2025 9:16 AM
To: Acklin, Tim <Acklint@cityoflacrosse.org>; Asp, Brian <aspb@cityoflacrosse.org>; Coman, Kyle <comank@cityoflacrosse.org>; Crandall, Jay <CrandallJ@cityoflacrosse.org>; Erickson, Tina <ericksont@cityoflacrosse.org>; Gallager, Matthew <gallagerm@cityoflacrosse.org>; Holland, Michelle <hollandm@cityoflacrosse.org>; Neumann, Shannon <Neumanns@cityoflacrosse.org>; Reinhart, David <Reinhartd@cityoflacrosse.org>; Trane, Andrea <tranea@cityoflacrosse.org>
Subject: Final Plat - Chambers-Markle Farmstead Subdivision

Good morning,

Attached for your review is the final plat for the Chambers-Markle Farmstead Subdivision. The applicant/owner missed last week's deadline for submittal, but has paid late fees to be able to get it through the July cycle of meetings.

Per James Makepeace, the Engineer, the stormwater plan will be coming in a couple hours. He is finishing up elevation labels, the erosion control plan, stormwater narrative and the O&M document. I will send that to you all once I receive it.

Please let me know if you have any comments that I can pass along.

Thank you,

SONDRA CRAIG (she/her)
Deputy City Clerk
City Clerk's Office
City of La Crosse
400 La Crosse Street
La Crosse WI 54601

craigs@cityoflacrosse.org
Direct: 608.789.7549 | Office: 608.789.7510

Craig, Sondra

From: Coman, Kyle
Sent: Friday, June 27, 2025 9:05 AM
To: James Makepeace
Cc: Craig, Sondra
Subject: FINAL Plat

Good morning, James.

It appears the only comments addressed from my list below have been number 4 & 7. Please have the surveyor double check to ensure everything is addressed, as needed. I understand the comments are minor compared to the big picture but do think add value to the plat. Again, feel free to reach out to discuss.

Thanks!

Kyle Coman, PLS
City Surveyor & Construction Manager
Engineering Department
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

comank@cityoflacrosse.org
Office: 608.789.7366
Cell: 608.790.0309

From: James Makepeace <james@makepeaceengineering.com>
Sent: Wednesday, June 25, 2025 8:59 AM
To: Coman, Kyle <comank@cityoflacrosse.org>
Cc: Craig, Sondra <craigs@cityoflacrosse.org>; Karl Schilling <ks.propertylogic@gmail.com>; Property Logic <ruth.propertylogic@gmail.com>
Subject: Re: Chambers-Markle Farmstead Pre-Plat

*** **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. ***

Kyle,
Attached, please find the final plat for the Chambers-Markle four lot subdivision. I've been working feverishly on completing the stormwater design. I have a working plan and stormwater model, but need 2-3 hours to finish up elevation labels, the erosion control plan, stormwater narrative and the O&M document.

I'm hoping that'll be ok-I'll definitely have it to you and Yuri today.

James Makepeace, P.E.
Makepeace Engineering LLC
(608)881-6030 Office
(608)797-1025 Cell

From: Coman, Kyle <comank@cityoflacrosse.org>
Sent: Thursday, May 1, 2025 2:43 PM
To: chris@couleeregionlandsurveyors.com <chris@couleeregionlandsurveyors.com>; James Makepeace <james@makepeaceengineering.com>
Cc: Craig, Sondra <craigs@cityoflacrosse.org>
Subject: Chambers-Markle Farmstead Pre-Plat

Good afternoon,

Please see review comments below, and the attachment for reference.

1. It appears land is not being dedicated; the word “dedicated”, and “dedication” might be removed from the Owner’s Certificate and Consent of Corporate Mortgagee.
2. Please correct the plat name in the Register of Deeds Certificate.
3. The City Common Council Certificate might be confusing to approvers. Consider revising to read “Resolved that the Chambers-Markle Farmstead Subdivision of Lot 21…” or similar.
4. Please correct language in the Legal Description to read “that I have surveyed, divided and mapped the Chambers-Markle Farmstead subdivision plat…”
5. Correct misspelling of the word “from” in the 4th line of the notes describing setbacks.
6. Please double check the CSM volume, page, and document numbers listed.
7. Ensure the sewer lateral immediately north of the existing driveway will not be crossed by the proposed lot line.
8. Add bearing and distance to lot line.
9. Trim lines as to not enter monument symbol (I know, I know, very minor but I still like to bring it to your attention).

Thank you, gentlemen and please reach out with any questions or concerns.

Kyle Coman, PLS

City Surveyor & Construction Manager
Engineering Department
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

comank@cityoflacrosse.org
Office: 608.789.7366
Cell: 608.790.0309

Agenda Item 25-0741: (Tim Acklin)

Final Plat of Chambers-Markle Farmstead Subdivision to the City of La Crosse, La Crosse County, Wisconsin.

General Location

Council District 13, located south of the intersection of State Hwy 35 and State Hwy 14/61 as depicted on attached MAP 25-0741. Subject property is part of the Waterview Subdivision. Adjacent uses include two and four units to the west and north, two units, four units and apartment buildings to the south, and single-family homes to the east across Hwy 35.

Background Information

This item is related to agenda item #25-0466. The applicant is requesting to subdivide Lot 21 of the Waterview Subdivision into four parcels. Three of the parcels will be used to construct 2-unit, owner-occupied dwelling units (twindo-miniums). The remaining parcel will continue to be used for the existing single family home and the red barn building. All of the parcels will front, and only have access to, River Run Road.

Please note that Wisconsin State Statute 236.13 states that "*No approving authority or agency having the power to approve or object to plats shall condition approval upon compliance with, or base an objection upon, any requirement other than those specified in this section.*"

The proposed development will be required to manage stormwater on their own parcels.

Recommendation of Other Boards and Commissions.

This parcel is part of the Waterview Subdivision, which was approved by the Common Council at their March 2018 meeting for low-density residential development.

This item was requested by the applicant to be referred for 30 days by the Common Council which they approved at their May 2025 meeting.

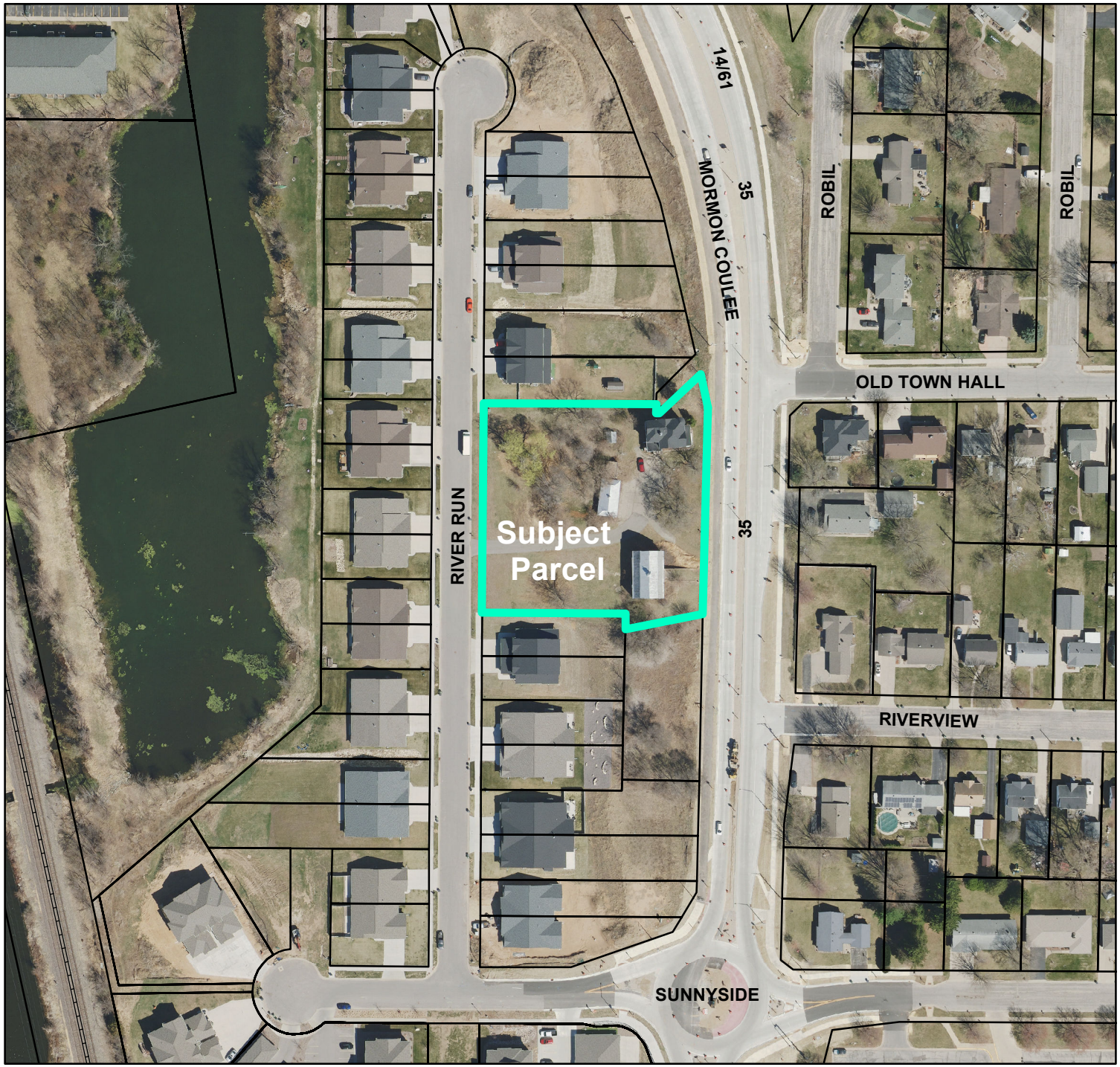
Consistency with Adopted Comprehensive Plan

According to the Land Use Element of "Forward La Crosse", Low-Density Residential, which includes 2-unit residential dwelling units, is a desirable use within the neighborhoods around Southern Bluffs Elementary.

Staff Recommendation

This item is recommended for approval with the condition that any requirements from the Engineering and Utilities Department have been met.

Routing J&A 7.1.25



BASIC ZONING DISTRICTS

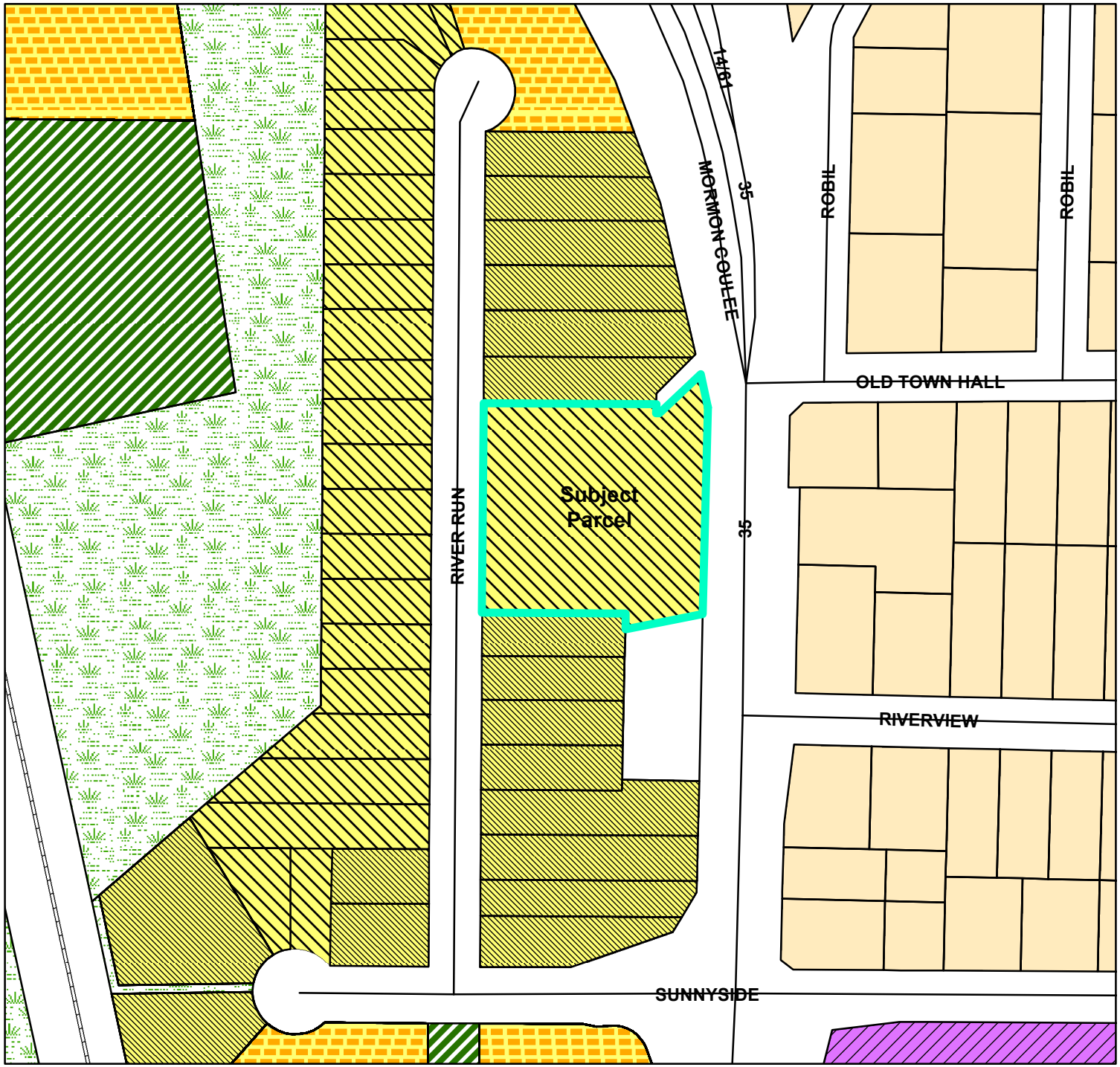
- R1 - SINGLE FAMILY
- R2 - RESIDENCE
- WR - WASHBURN RES
- R3 - SPECIAL RESIDENCE
- R4 - LOW DENSITY MULTI
- R5 - MULTIPLE DWELLING
- R6 - SPECIAL MULTIPLE
- PD- PLANNED DEVELOP
- TND - TRAD NEIGH DEV.
- C1 - LOCAL BUSINESS
- C2 - COMMERCIAL
- C3 - COMMUNITY BUSINESS
- M1 - LIGHT INDUSTRIAL
- M2 - HEAVY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

N W E S

0 80 160 320 Feet

City of La Crosse Planning Department - 2025

PC 25-0741 184



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
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- C3 - COMMUNITY BUSINESS
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- City Limits
- SUBJECT PROPERTY

0 80 160 320 Feet

City of La Crosse Planning Department - 2025

PC 25-0741 185

Craig, Sondra

From: Coman, Kyle
Sent: Monday, June 30, 2025 12:30 PM
To: Craig, Sondra
Cc: James Makepeace
Subject: REVISED Chambers-Markle FINAL PLAT
Attachments: 7283D FINAL PLAT.pdf

Hi Sondra,

The Chambers-Markle Farmstead Final Plat has been revised to address my original comments. See attached.

Thanks,

Kyle Coman, PLS

City Surveyor & Construction Manager
Engineering Department
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

comank@cityoflacrosse.org
Office: 608.789.7366
Cell: 608.790.0309

Craig, Sondra

From: Kettner-Sieber, Jacqueline <KettnerJ@westerntc.edu>
Sent: Tuesday, July 1, 2025 10:15 AM
To: zzcitycouncil@cityoflacrosse.org
Subject: J&A July 1, 2025 meeting agenda 25-0466 &25-0741
Attachments: J&A Committee July 2025.pdf

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

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

Dear Judiciary and Administrative Committee members attached you will find my comments regarding agenda items 25-0466 and 25-0741. I am a resident of the Waterview subdivision, living adjacent to the property being discussed. I have also included pictures (below) of the area in which is being discussed. The pictures in this email are specifically of the water areas I mention in my remarks. The second email contains pictures to show the significant beauty lot 21 brings to our neighborhood and the community.

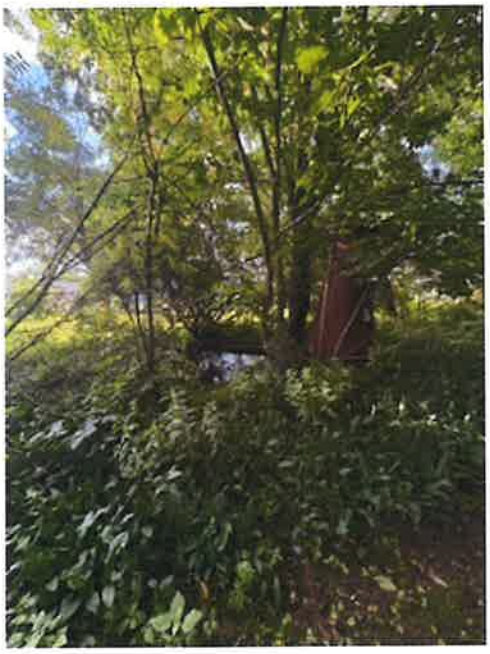
Thank you

Jackie

Jackie Kettner-Sieber
6027 River Run Road
La Crosse, WI 54601
608-780-7744









the freestanding water is year-round and does not freeze.

Jackie Kettner-Sieber
6027 River Run Road
La Crosse, WI 54601
608-780-7744

My name is Jackie Kettner-Sieber. I live at 6027 River Run Road, int eh city of La Crosse. I am in the home adjacent to the property being discussed. We have been before the council at various times to share our voices regarding additional development in the Waterview Subdivision. There are several reasons for neighborhood concern and several issues that need to be resolved.

I share the concerns and frustrations of my neighbors. I believe the Waterview HOA can move forward and establish a board and meet the requirements of an annual meeting and scheduling work as needed. I feel that if this isn't concluded in a timely manner, the city should exercise its obligation to take over the responsibility of the Waterview storm water management. This is important to resolve since the water utility will be adding fees to all our bills to account for storm water maintenance. I am working with Mr. Schilling's office to have the stormwater credit application completed and submitted on behalf of the entire subdivision, this will allocate storm water credits to potentially offset these charges. We need to be either running our HOA as intended or it should be or dissolve the HOA.

When I look at the city website there is a climate action plan that indicates 90.5% of the grass lands in the city are "manicured laws". The 2020 data indicates that there is a target to move tree canopy cover from 30 to 32.5%, Turf coverage to decrease from 30%to 25% and dark impervious surface cover to decrease from 10.4% to 8% during the timeframe of 2020-2030. The areas in the city with higher percentages of grass coverage may offer the greatest potential for turf re-placement with native grasses and wildflowers.

The city website shared that trees and natural ground cover play a central role in supporting community physical and mental health, improving air and water quality, helping to reduce building energy use, reducing stormwater runoff and supporting climate mitigation. Health tree and native grass coverage sequester carbon and help reduce the atmosphere GHG emissions that drive climate change. Threes are critical in filtering air and removing harmful pollutants such as carbon monoxide, particulate matter and ground level ozone.

The land we are discussing here today has over 20 trees and an abundance of natural shrubs. The land is home to an abundance of wildlife including birds, deer, rabbits, squirrels, etc. The monarch butterfly is regularly seen in the greens space. In 2024 the US Fish and Wildlife service proposed protection of the monarch butterfly and encouraged the public to be part of the recovery of the species.

There are apple trees, a pear tree, and raspberries on the property. Native flowers, including cattails add to the vegetation and the beauty of the space.

The historic homestead is an asset to the community, provides natural beaty and habitat that make the neighborhood a beautiful community. Many in the Waterview subdivision

selected their home because of the proximity to the bluffs, the Mississippi and the ecosystem on their own street.

Should the request be approved, there is a correction I believe is needed. In the Storm Water Management and Erosion Control Narrative found on page 179, Section 3.0 Storm Water Management Plan indicates the subdivided lots, 26, 27 and 28, will be part of the Waterview Stormwater HOA and must uphold the same provisions as is outlined for lot 21. This is not accurate, if three lots are being developed, they need to be considered to follow the same provisions as the other homes in the subdivision. Lot 21 has allowances that are more generous due to the nature of the farm home and outbuilding.

Finally, I will point out that there are two large pools of water from a spring or well on the property. The water stands in two locations on the property proposed for development. The water is always there and never freezes. As a resident who has already experienced water related concerns, is adjacent to the property, I have significant concern that the development in that specific location will disrupt a significant amount of natural water that will potentially have a negative impact on not only the property being discussed, but homeowners in the near vicinity of the proposed development. The Stormwater Management and Erosion Control Plan that was submitted for this meeting indicates that the three lots will be sold once subdivided, and the responsibility of erosion control will be up to the owner. Allowing for the sale and development on this parcel without a thorough analysis of the underground water impact is concerning. Moving forward to allowing development without a comprehensive analysis of the water impacts as well as dismissing the incredible value that the natural landscape provides is not in the best interest of the community.

I urge this to not move forward until there is documentation that the underground water will not pose issues once development begins. Ideally, I would love to see this property sold to someone who is willing to preserve the land and homestead.

Thank you,

Jackie

Jackie Kettner-Sieber
6027 River Run Road
La Crosse, WI 54601
608-780-7744

Craig, Sondra

From: Kettner-Sieber, Jacqueline <KettnerJ@westerntc.edu>
Sent: Tuesday, July 1, 2025 10:15 AM
To: zzcitycouncil@lacrosse.org
Subject: J&A July 1, 2025 meeting agenda 25-0466 & 25-0741

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

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

The following pictures depict the significant impact this land has to the ecosystem.



















Jackie Kettner-Sieber
6027 River Run Road
La Crosse, WI 54601
608-780-7744

If you want to speak on an agenda item, please sign up at least 10 minutes before the start of the meeting.

Registration slips are not collected once the meeting begins but will be made part of the record.

MEETING REGISTRATION

Name: Deb Kettner - Sieber **Date:** 7/1/2025

PLEASE PRINT

Municipality of Residence: La Crosse

Representation: _____

If you are representing an organization or person other than yourself at this meeting.

Agenda Item #: 25-0741

Please fill out a separate sheet for each piece of legislation in which you are registering.

Do you support or oppose the agenda item?

- ☐ Support
- ☒ Oppose
- ☐ Neither support nor oppose

Do you want to speak?

- ☐ Yes, I want to speak.
- ☒ No, I do not want to speak.
- ☐ I do not want to speak, but I am available to answer questions.

If you want to speak on an agenda item, please sign up at least 10 minutes before the start of the meeting.

Registration slips are not collected once the meeting begins but will be made part of the record.

MEETING REGISTRATION

Name: Jackie Kettner-Sieber **Date:** 7/1/25
PLEASE PRINT

Municipality of Residence: La Crosse

Representation: _____
If you are representing an organization or person other than yourself at this meeting.

Agenda Item #: 25-0406 & 25-0741
Please fill out a separate sheet for each piece of legislation in which you are registering.

Do you support or oppose the agenda item?

- ☐ Support
- ☑ Oppose
- ☐ Neither support nor oppose

Do you want to speak?

- ☑ Yes, I want to speak.
- ☐ No, I do not want to speak.
- ☐ I do not want to speak, but I am available to answer questions.

If you want to speak on an agenda item, please sign up at least 10 minutes before the start of the meeting.

Registration slips are not collected once the meeting begins but will be made part of the record.

MEETING REGISTRATION

Name: Karl Schilling **Date:** 7/1/25
PLEASE PRINT

Municipality of Residence: La Crosse Westview Subdivision

Representation: Property Logic
If you are representing an organization or person other than yourself at this meeting.

Agenda Item #: 25-0466 25-0741
Please fill out a separate sheet for each piece of legislation in which you are registering.

Do you support or oppose the agenda item?

- [x] Support
- [ ] Oppose
- [ ] Neither support nor oppose

Do you want to speak?

- [ ] Yes, I want to speak.
- [ ] No, I do not want to speak.
- [x] I do not want to speak, but I am available to answer questions.

If you want to speak on an agenda item, please sign up at least 10 minutes before the start of the meeting.

Registration slips are not collected once the meeting begins but will be made part of the record.

MEETING REGISTRATION

Name: Diana Birnbaum- **Date:** 7/1/25
PLEASE PRINT

Municipality of Residence: La Crosse

Representation: —
If you are representing an organization or person other than yourself at this meeting.

Agenda Item #: 25-0466 & 25-0741
Please fill out a separate sheet for each piece of legislation in which you are registering.

Do you support or oppose the agenda item?

- ☐ Support
- ☐ Oppose
- ☒ Neither support nor oppose

Do you want to speak?

- ☐ Yes, I want to speak.
- ☒ No, I do not want to speak.
- ☐ I do not want to speak, but I am available to answer questions.

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0723

Agenda Date: 7/10/2025

Version: 1

Status: Recommended to be Adopted

In Control: Common Council

File Type: Resolution

Agenda Number:

Amended Resolution approving allocation of funds for contracted security related to public spaces.

RESOLUTION

WHEREAS, the City of La Crosse has experienced an increase in non-traditional use of public spaces, and parking ramps,

WHEREAS, additional methods are needed to maintain the safety and well-being of public spaces.

THEREFORE BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby appropriates $115,000 from the General Fund 2025 Operating Budget contingency funds (1009909-550000) for unbudgeted security costs that have been incurred already in 2025 and to cover costs for the remainder of 2025.

BE IT FURTHER RESOLVED that all contracted security staff will complete training as determined by the Chief of Police.

BE IT RESOLVED that contracted security staff will monitor Burns, Cameron, and Riverside Parks and the La Crosse Center and Riverside Ramps for twelve hours each Friday, Saturday, and Sunday.

BE IT FURTHER RESOLVED that contracted security staff will maintain written records of their activity, including referrals to services.

BE IT FURTHER RESOLVED that City of La Crosse Parks and Recreation Director, Chief of Police, and Director of Finance are hereby authorized to effectuate this resolution.

Resolution approving allocation of funds for contracted security related to public spaces.

RESOLUTION

WHEREAS, the City of La Crosse has experienced an increase in non-traditional use of public spaces, and parking ramps,

WHEREAS, additional methods are needed to maintain the safety and well-being of public spaces.

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BE IT FURTHER RESOLVED that City of La Crosse Parks and Recreation Director, Chief of Police, and Director of Finance are hereby authorized to effectuate this resolution.

CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID: 25-0723

Caption: Resolution approving allocation of funds for contracted security related to public spaces.

Staff/Department Responsible for Legislation

Parks, Recreation, Forestry and Facilities

Requestor of Legislation

Jay Odegaard

Location, if applicable

Cameron Park, Burns Park, Riverside Park, La Crosse Center Ramp, Riverside Ramp

Summary/Purpose

Contingency funds would cover security costs from July 11 - December 15, 2025. Two security staff members would monitor Burns Park, Cameron Park, Riverside Park, the La Crosse Center Ramp and Riverside Ramp twelve hours each Friday, Saturday, and Sunday.

Background

Due to the amount required for security the cost for these services would fall outside of what can be covered by a departments operating budget.

Fiscal Impact

Not to exceed $115,000 From 2025 General Fund Contingency.

Staff Recommendation

Recommend to approve.

7/1/2025

To La Crosse City Council Members,

My name is Jennifer Peickert and I am the property manager of RiverPlace Apartments that neighbors Riverside Park, the bike trail, and the International Friendship Gardens.

I am writing to express my concerns about the Byerson Security contract not being renewed and the problems it is already creating. Immediately after the contract stopped, we began to have problems with the unsheltered population again. While I have sympathy for the unsheltered, there are concerns that come with them camping wherever they so choose.

I am so frustrated that my residents are sharing with me their fear of safety again. Having gone through so many months of fear and chaos with the last encampment issue, I fear we are heading down this path again.

Additionally, there have been several unsheltered individuals on the bike trail with pit bulls and other aggressive dogs who are NOT on leashes. Many of my residents walk this bike trail and have come to me in fear. They have asked where to purchase pepper spray and have said they may no longer to be able to walk their beloved trail out of fear of being hurt. I hear daily about residents and local businesspeople who will no longer walk on the local trails out of fear for those they are encountering along the way.

Furthermore, pollution and littering are back. There are large amounts of garbage in and around the International Gardens and bike trail. The Parks and Rec Department is working tirelessly in this area and others around the city to keep it cleaned up, but it is not their responsibility to do so. These unsheltered individuals have no respect for the rivers or adjoining parks. Do we want another pollution problem on our hands? What if someone gets stuck with a needle or an unsafe object left behind?

I have gone back to having to call non-emergency services almost daily since the Byerson Security contract was stopped and my residents have too. This burdens the police department and sends the wrong message to residents as well as visitors.

Riverfest and Viking boat cruise season is upon us. Is this what we want visitors to see when they are in our parks and visiting our city? Do we want them to be fearful?

When Byerson Security was working with the unsheltered population, these instances were few and far between. It was rare that I had to call to report problems. Marion and

his team established rapport with the unsheltered but also had a no-nonsense stance on crime and littering.

As I'm sure you are aware, and while not related to the unsheltered, an individual had a gun and used it to commit suicide last week in the International Gardens. There were several people in the park and the gardens when this happened. A passerby could've been hit by a stray bullet, and not to mention those who witnessed this horrific scene. This was a tragic situation, but it could have also ended much worse with additional fatalities or injuries. Had Byerson Security still have been active; would this situation have never happened? Maybe not, but it is one more level of protection for our residents and visitors.

I beg that you renew the security contract for the peace of mind of all La Crosse residents and business owners.

Please do not hesitate to reach out to me with any questions or comments. I can be reached by phone at 608-782-0202 or email at jpeickert@stuartco.com

Kind regards,

Jennifer Peickert, RiverPlace Property Manager

Craig, Sondra

From: Kelly <kellysueleibold@gmail.com>
Sent: Wednesday, July 2, 2025 6:10 PM
To: ZZ Council Members
Subject: Support of Housing Resolution and Opposition to More Security

*** **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. ***

Good afternoon! I wanted to send a quick message about two resolutions that are up for discussion tomorrow and again next Thursday night.

Resolution 25-0682 aims to help individuals with rental or criminal background barriers access housing, funded by a generous donation from Mayo so there's no impact on the city budget. This also supports the excellent work Pathways Home is doing, so I strongly encourage you to vote YES on this!

Resolution 25-0723 allocates $115,000 for security in downtown parks. I believe this funding is misdirected and encourage you to vote NO. The previous council's camping bans have already set back our progress on the Pathways Home plan, and adding more security will only hinder it further.

Thank you for taking the time to read this and for your service to the community. I know it's a challenging job, but it's also incredibly important and rewarding. Stay safe, have a great holiday weekend!

Kelly Leibold
507-272-5408

Craig, Sondra

From: Kevin Hundt <kevinhundt0@gmail.com>
Sent: Wednesday, July 2, 2025 6:13 PM
To: ZZ City Clerk External
Subject: Comment in opposition to 25-0723

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The Pathways Home plan states on page 8, Action Pathway 3, step 1, "Explore a 'bridge' where shelter capacity is surged as a short-term pathway to more permanent housing." After more than a year since Pathways Home was approved, this shelter surge has not materialized. It is unconscionable to spend more money on security for downtown parks before following the plan and providing actual shelter, which would obviate this expenditure.

Kevin Hundt, La Crosse

Craig, Sondra

From: Britney Zeimentz <britney.zeimentz@gmail.com>
Sent: Wednesday, July 2, 2025 6:46 PM
To: ZZ Council Members
Subject: Support 25-0682 / Oppose 25-0723

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

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Dear City Council Members,

I'm writing to express my strong support for Resolution 25-0682 and my opposition to Resolution 25-0723.

Please vote YES on 25-0682. This resolution supports housing for people experiencing homelessness who may have rental or criminal history barriers. It's a smart use of donated funds (not city budget dollars) and a step forward for our community.

Please vote NO on 25-0723. Spending $115,000 on park and ramp security will not help address homelessness and could undermine long-term solutions like the Pathways Home plan.

Thank you for your time and service.

Sincerely,

Britney Zeimentz

Craig, Sondra

From: Paisley Sichone <paisleyja@hotmail.com>
Sent: Thursday, July 3, 2025 9:08 AM
To: ZZ Council Members
Subject: Resolution 25-0682 – Housing Access for All & Resolution 25-0723 – $115,000 for Park Security

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I am writing in support of Resolution 25-0682 – Housing Access for All. There are so many barriers for folks who are experiencing homelessness and this resolution would reduce some of those barriers. I work with Pathways and this would fit in line with our mission and goals.

I would also like to express my opposition of Resolution 25-0723 – $115,000 for Park Security. There have already been multiple ordinances passed that criminalize homelessness. This is another step down that path. Park security is unnecessary and the money would be better spent providing services for people who are struggling.

A lack of affordable housing is the root cause of homelessness. We need to recognize that this is a systemic problem and the folks that are suffering the most are not the ones to blame. We need to work towards long-term goals to increase affordable housing and not work from a place of fear. Resolution 25-0682 is a step in the right direction and Resolution 25-0723 is a few steps in the wrong direction.

Thank you for your time.

Paisley Sichone

Craig, Sondra

From: Mac Kiel <mccanna2@gmail.com>
Sent: Wednesday, July 2, 2025 5:36 PM
To: ZZ Council Members
Subject: Please Vote NO on 25-0723

mccanna2@gmail.com appears similar to someone who previously sent you email, but may not be that person. Learn why this could be a risk

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Hey Council Members,

Me again!

I want to remind you all how much I truly appreciate the work you are doing and cannot thank you enough for doing this job and serving La Crosse. I am so grateful for you all.

I'm writing to ask you to vote no on Resolution 25-0723, which would spend $115,000 from the City budget on added security for parks and ramps downtown at F&P on Thursday and again at Council next week.

I know these votes are hard, and I get that there are a lot of moving parts, but this continues to not sit right with me in using these funds when there are so so many other needs. This is a huge amount of money that I truly believe will not actually make our community safer—and it definitely won't help those experiencing homelessness. In fact, I think it could make things worse by making it harder for people to access support and for our community to move forward with the goals in the Pathways Home plan as we have already seen happen when a similar resolution was passed previously.

We need to be investing in long-term solutions, not short-term band-aids that cost a ton and don't really fix anything. I am not just focused on the unhoused community but this funding doesn't help those that are housed in the community in the long run as well. It is a short term solution and using too much money to do that. Let's focus on housing, outreach, and programs that move people forward instead of more policing and security. I find it super ironic that this is on the same agenda as the pathways project and one is focused on the long term solution and this would have a negative impact on that long term solution or at least the pace it could continue.

Please vote no on this and consider what kind of impact we really want our dollars to have.

I won't go on as I know most of you know how I feel but I felt it was important to express this again here. Please feel free to reach out if you have any questions! Thinking of you all a as you continue to make tough decisions monthly <3

Mac Kiel

La Crosse resident

Craig, Sondra

From: coral clouds <xboxlover040@gmail.com>
Sent: Saturday, July 5, 2025 1:55 PM
To: ZZ Council Members
Subject: Opposition of resolution 25-0723

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Hello Council members,
My name is Lily, I am a constituent residing in La Crosse county and I am writing today to express my opposition of resolution
25-0723. This resolution would allocate funding for private security in our public spaces, which is a threat to community safety coming from funds that could go toward other projects that would better serve La Crosse and meet the needs of our residents. Policing public areas does nothing to combat the true issues facing La Crosse. Please consider using this money for something else.

Thank you for your time and consideration

Craig, Sondra

From: Mac Kiel <mccanna2@gmail.com>
Sent: Thursday, July 3, 2025 5:06 PM
To: ZZ Council Members; Elsen, Nikki; Craig, Sondra
Subject: 25-0723 Follow Up

mccanna2@gmail.com appears similar to someone who previously sent you email, but may not be that person. Learn why this could be a risk

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Hello Council Members!

I wanted to take the time to acknowledge something further as it was brought to my attention in another email and I think I should elaborate a bit more on this.

On the library board I voted yes to security, when I was on Council I voted no and continue to encourage you all to vote no on this but I would like to explain the differences in these situations.

I voted yes for security at the library because it was about balancing safety with access and services—keeping it a space for everyone, not excluding anyone. We have other measures in place at the library such as a social worker - the security is also under direction that they do not make the final calls on kicking people out or any other repercussions - these all go through library staff. They are there only to support and not as a policing agency. There are many measures in place before someone is asked to leave and library staff are consulted, this is a huge missing piece at the parks and ramps. The library even works with the Homeless outreach team to be sure they are able to come visit to connect with those on the housing list that may come up as their turn to get a place to live. This has been huge for the Pathways collaboration since it has been even harder to find folks with the camping ban. For the resolution you will vote on tonight it is giving power to these security guards to make the call, to kick a person out of a park or ramp with no other options. If there were more of a collaboration where police were involved in making those calls I would feel more comfortable because they are fully trained on those situations. I also understand that the security guards are not trying to cause harm - they are doing their job and they are kind and do what they can to help those visiting the parks and develop relationships with them as I have spoken to many of them but they also do not have the support they need to deal with certain situations in the correct way forcing them to take action and just kicking someone out. Security has expressed these concerns with me at the parks.

As you can see the library still continues to have many people experiencing homelessness attending, as for the parks and ramps - we have pushed them out into more dangerous places where they cannot be seen and heard. This is what worries me the most because when someone needs help and no one is around to help them, another life can easily be lost. Just sticking security in parks is very different from the library for many of the reasons I have stated above!

Thank you again for giving me the time to explain my vote that may feel hypocritical.

Please let me know if you have any further questions!

Mac Kiel
City of La Crosse resident

If you want to speak on an agenda item, please sign up at least 10 minutes before the start of the meeting.

Registration slips are not collected once the meeting begins but will be made part of the record.

MEETING REGISTRATION

Name: Kathy Ivey **Date:** 7/2/25
PLEASE PRINT

Municipality of Residence: La Crosse

Representation: myself
If you are representing an organization or person other than yourself at this meeting.

Agenda Item #: 25-0723
Please fill out a separate sheet for each piece of legislation in which you are registering.

Do you support or oppose the agenda item?

- [ ] Support
- [x] Oppose
- [ ] Neither support nor oppose

Do you want to speak?

- [x] Yes, I want to speak.
- [ ] No, I do not want to speak.
- [ ] I do not want to speak, but I am available to answer questions.

If you want to speak on an agenda item, please sign up at least 10 minutes before the start of the meeting.

Registration slips are not collected once the meeting begins but will be made part of the record.

MEETING REGISTRATION

Name: Donna Bartyski **Date:** 7/2/25
PLEASE PRINT

Municipality of Residence: La Crosse

Representation: —
If you are representing an organization or person other than yourself at this meeting.

Agenda Item #: 25-0723
Please fill out a separate sheet for each piece of legislation in which you are registering.

Do you support or oppose the agenda item?

- [x] Support
- [ ] Oppose
- [ ] Neither support nor oppose

Do you want to speak?

- [x] Yes, I want to speak.
- [ ] No, I do not want to speak.
- [ ] I do not want to speak, but I am available to answer questions.

Craig, Sondra

From: Morgan Farmer <morgan.farmer@parkbank.bank>
Sent: Wednesday, July 9, 2025 11:44 AM
To: ZZ Council Members
Subject: Resolution for security in public parks . . . I support it in the strongest way possible.

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To La Crosse's City Council Members -

There's a resolution (#25-0723) to hire security for downtown public spaces on the agenda at tomorrow's City Council meeting. The resolution would provide private security in La Crosse's public parks and parking garages on the weekend through the end of 2025.

Park Bank shares a city block with Burns Park. We call the Police Department several times a week about drug activity, nudity, physical and verbal confrontations, litter, trash, theft, vandalism, public urination and defecation, belligerent behavior, and loitering both in the park and around our bank building.

I support the resolution in the strongest way possible given our first-hand experience in how effective security is in triaging these problems without stretching the Police Department even thinner than they already are.

Our customers and Staff don't feel safe. Hiring weekend security is a good first step. I realize it's not offered in the resolution, but we'd even consider a public-private partnership to get additional weekday security too.

Morgan.

Morgan C. Farmer
Executive Vice President
phone 608-793-5510
morgan.farmer@parkbank.bank
La Crosse Office 700 State St. La Crosse, WI 54601
main phone 608-782-BANK (2265) - fax: 608-782-2171
NMLS: 466018. Bank NMLS: 405996.

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Message by iPad. Typos by Farmer.

Craig, Sondra

From: Lauren Mitby-Strand <lmitbystrand@citizensstatebank.us>
Sent: Wednesday, July 9, 2025 1:14 PM
To: ZZ Council Members
Subject: Security in Public Parks - Citizens State Bank

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To Whom It May Concern,

I am writing to express my unequivocal support for the proposal to implement dedicated security personnel in the public parks surrounding downtown La Crosse.
For nearly three years, I have been employed at Citizens State Bank, located at the corner of 7th and Main Street. During this time, I have experienced significant unease while working after hours, particularly due to the presence of individuals loitering near the park and adjacent buildings. A situation occurred back in December when one of my colleagues was followed and attempted to break into her car in our shared parking lot—a deeply troubling incident that has left many of us feeling unsafe, especially those required to work evenings or weekends.
While I understand the inherent limitations of ensuring consistent police presence in this area—given the unpredictable nature of such events—I firmly believe that the deployment of private security would serve as an effective deterrent to these incidents. The presence of trained personnel would not only enhance safety but also provide peace of mind to local employees, residents, and customers.
I respectfully urge the city to take proactive steps to protect the well-being of those who work and live in our downtown community by approving measures to increase security in and around our public parks.

Please reach out if you have any follow-up questions or need to know more details about the incident.

LAUREN MITBY-STRAND
Treasury Management Officer

P: (608) 785-2265 | F: (608) 785-2275
620 Main Street | P.O. Box 219
La Crosse, WI 54602

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Craig, Sondra

From: Sarah Pataska <spataska@stuartco.com>
Sent: Wednesday, July 9, 2025 11:08 AM
To: ZZ Council Members
Cc: Kahlow, Chris; Odegaard, Jason; Sarah Pataska
Subject: Park Security Guards

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La Crosse City Council,

As a business Manager next to a park, Burn's Park, we are asking that you please consider funding for the Security Guards that have patrolled the parks. We definitely noticed both when they are there and when they are not there. They help with the safety for all to use the park and we greatly appreciate that. We all want to be able to use our beautiful park.
Thank you,
Sarah Pataska
Property Manager
Washburn On The Park
608.780.6708

Sarah Pataska
Property Manager

Washburn on the Park
801 Main Street
La Crosse, WI 54601
P:608-782-6400
F:608-782-4400
spataska@stuartco.com

www.washburnonthepark.com facebook

WASHBURN
ON THE PARK

Craig, Sondra

From: Jeannette Schreier <jschreier@citizensstatebank.us>
Sent: Wednesday, July 9, 2025 1:22 PM
To: ZZ Council Members
Subject: Support for Continued Funding of Contracted Security in Public Spaces

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Dear Members of the Common Council,
I am writing to express my strong support for the continued allocation of funds for contracted security services in our public spaces.

Since the implementation of this security presence, we have seen a noticeable improvement in the condition and atmosphere of our parks and surrounding areas. The contracted security team has played a key role in reducing disruptive behavior and helping address the challenges posed by our unhoused population. Their presence has allowed families, residents, and visitors to feel safer and more welcome in our public areas, and we have observed a marked improvement in cleanliness and overall community experience.

Removing funding at this time would risk undoing the progress we've made. Without this support, I fear we may revert to the conditions we worked so hard to improve—something that would negatively impact not only the appearance of our community but also the sense of safety and pride our residents and our employees working in the downtown area feel.

I respectfully urge you to maintain the funding for contracted security services. The positive impact is real, and continued investment in this effort supports a healthier, safer, and more inclusive public environment for all.

Thank you for your time and commitment to our community.

Sincerely,
Jeannette Schreier

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JEANNETTE SCHREIER
Chief H.E.R.O. Officer

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620 Main Street | P.O. Box 219
La Crosse, WI 54602

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Craig, Sondra

From: Anna Jotham <ajotham@citizensstatebank.us>
Sent: Wednesday, July 9, 2025 2:36 PM
To: ZZ Council Members
Subject: Strong Support for Resolution #25-0723 – Security in Public Parks

Importance: High

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Dear City Council Members,

I'm writing in strong support of Resolution #25-0723 to extend weekend security in La Crosse's public spaces through the end of 2025.

As an employee of a business located downtown near Burns Park, we've seen firsthand the positive impact of added security. While the situation has improved in recent years—thanks to strong leadership and regular patrols—our staff and customers still face safety concerns on a regular basis.

Continued funding for this security is essential to maintaining a safe and welcoming environment downtown. I urge you to support this resolution and help protect the progress we've made.

Thank you for your leadership and service.

Citizens state bank
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ANNA JOTHAM
Director of Marketing

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La Crosse, WI 54602

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Craig, Sondra

From: Sara Nelson <nelsar7@gmail.com>
Sent: Wednesday, July 9, 2025 11:06 AM
To: ZZ Council Members
Subject: Support Real Solutions to Homelessness – Vote Yes on Resolution 25-0682 and No on 25-0723

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Dear Members of the La Crosse City Council,

I'm writing to urge you to support **Resolution 25-0682 – Housing Access for All** and to oppose **Resolution 25-0723 – $115,000 for Park Security.** These decisions will significantly shape how our community addresses homelessness—not just through short-term fixes, but with long-term, compassionate solutions.

Resolution 25-0682 presents an opportunity for real progress. By allowing the City to lease housing units and sublease them to individuals experiencing homelessness, we open doors for people who are ready to live independently but face barriers due to rental or criminal histories. These are not individuals without hope or drive—they are community members seeking a fair shot at stability.

This program:

- Uses **no City funds**, relying instead on generous support from **Mayo Clinic**.
- Aligns directly with the **Pathways Home initiative**, reinforcing our commitment to evidence-based, person-centered solutions.
- Offers a dignified pathway out of homelessness and into long-term housing, which benefits not only those housed, but the health, safety, and wellbeing of our entire community.

In contrast, **Resolution 25-0723** would allocate **$115,000 in City funding** toward increased security in downtown parks and parking ramps. While public safety is undoubtedly important, this investment does not address the root causes of homelessness. In fact, it risks deepening the barriers for the very people we aim to support through Pathways Home. Surveillance and policing alone will not build trust or create lasting change—it will only push people further to the margins.

Please vote **YES on Resolution 25-0682** and **NO on Resolution 25-0723**. Let's invest in people, not just policing.

Thank you for your time and your commitment to building a stronger, more equitable La Crosse.

Sincerely,

Sara Nelson

Craig, Sondra

From: Julie Berg <jberg@citizensstatebank.us>
Sent: Wednesday, July 9, 2025 1:12 PM
To: ZZ Council Members
Subject: I support security of public parks

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Good afternoon: I'm writing this email to show my support of continued public park security. The homeless population is a problem in La Crosse, and having extra security for our public parks is still needed very much.
Thank you in advance for attention in this matter.
Sincerely,

JULIE BERG
VP | Compliance Officer
NMLS# 234088

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620 Main Street | P.O. Box 219
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Craig, Sondra

From: vickie evenson <vickie.evenson@gmail.com>
Sent: Wednesday, July 9, 2025 3:13 PM
To: ZZ Council Members
Subject: Burns park security

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Dear council
Please consider offering extra security for our park. Security guards definitely makes order and safety to families and children using the park.
Thank you for your time and consideration

Washburn on the park resident

Vickie Evenson

Craig, Sondra

From: Chrystal Morgan <cmorgan@citizensstatebank.us>
Sent: Wednesday, July 9, 2025 1:06 PM
To: ZZ Council Members
Subject: Resolution for Security in Public Parks-Keep funding going

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Hello!
Please accept this email as a show in support of continuing the funding of additional security support. It has positively impacted our neighborhoods and its loss will be detrimental to those who live here and those who need the additional support from Security.
Thank you,

CHRYSTAL MORGAN
Chief Retail Officer
NMLS# 402390

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Craig, Sondra

From: Jonathan Trapp <jtrapp@citizensstatebank.us>
Sent: Wednesday, July 9, 2025 1:47 PM
To: ZZ Council Members
Subject: Approve resolution to provide private security to La Crosse's Public Parks

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Hello –

I am a La Crosse resident working in Downtown La Crosse. Please approve the resolution to hire security through the end of 2025 for public parks in La Crosse. This security makes the parks accessible to residents and visitors.

Thank you!

JONATHAN TRAPP
AVP I Training & Development Officer

P: (608) 785-2265 | F: (608) 519-9136
620 Main Street | P.O. Box 219
La Crosse, WI 54602

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Craig, Sondra

From: Connie Mell <tlcm67@charter.net>
Sent: Wednesday, July 9, 2025 3:22 PM
To: ZZ Council Members
Subject: Security Guards for Burns Park

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Burns Park is for everyone's enjoyment and the presence of Security Guards
offer extra safety and security that is definitely lacking at times .
Having Security Guards at Burns Park would allow young families to picnic, children the chance to run around and adults to enjoy this beautiful park..

Connie Mell

Elsen, Nikki

From: Elsenn@cityoflacrosse.org
Subject: FW: Funding for additional hours of security at Burns, Cameron and Riverside Parks

---

From: Judy Aufenthie <judy.aufe@gmail.com>
Sent: Wednesday, July 9, 2025 5:24:29 PM
To: Kahlow, Chris <kahlowc@cityoflacrosse.org>
Subject: Fwd: Funding for additional hours of security at Burns, Cameron and Riverside Parks

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Hi Chris, thanks for checking in with me. Looked like I had a typo in the original email. Sending the email to you. Contacted a friend who lives at RiverPlace and she contacted residents and asked them to send an email to the city council. Hope this helps.
Do you know if Sara at Burns contact her residents? I can ask one of my friends who lives there to send an email if not.
Thanks, and good luck!

Council members,
I have been living downtown for the past 5 years close to all 3 Parks. The number of unhoused people has fluctuated greatly during that time. Right now we seem to have an increased number hanging out in Cameron and Burns with all their belongings as well as camping down by Riverside. The drug use and altercations especially in Cameron have increased again. I support extending funding for additional security in the parks and ramps.
Please continue to help with this issue and keep our downtown a place where people love to come.Judy Aufenthie

"Silence doesn't always mean you have nothing to say. It may mean you realize that no matter what you say, it won't change anything" Pos Energy

Judy Aufenthie RN, PhD, Reiki Master,
Certified Singing Bowl and Tuning Fork practitioner
A Healing Space For Holistic Wellness and Self Care
judy.aufe@gmail.com
608-451-1265

Craig, Sondra

From: Nikki Horihan <nhorihan@citizensstatebank.us>
Sent: Wednesday, July 9, 2025 1:05 PM
To: ZZ Council Members
Subject: Support the resolution to provide private security in public parks thru 2025

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Good afternoon. I am sending this email **in support** of the resolution that would continue to provide private security in La Crosse's public parks until the end of 2025.

Thank you!

Nicole A. Horihan

NIKKI HORIHAN
H.E.R.O Assistant

P: (608) 785-2265 | F: (608) 519-9136
620 Main Street | P.O. Box 219
La Crosse, WI 54602

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Craig, Sondra

From: Andrew Elliott <aelliott1977@gmail.com>
Sent: Thursday, July 10, 2025 8:02 AM
To: ZZ Council Members
Subject: Resolution 25-0723

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Council Members,
We are writing in support of continued funding for security in the parks and parking ramps. We walk past Burns Park several times a week on our way downtown and have seen physical and verbal altercations there. If we want the parks to be accessible to the citizens of La Crosse, they must first be safe. Having the security guards present is a good first step. When the security guards are present, the Park is calmer and more welcoming. Without the security guards, there tend to be more problems. Please vote yes on the resolution.
Andrew and Michelle Elliott
237 10th St South
La Crosse

Craig, Sondra

From: Heather Lyman <4uaflower@gmail.com>
Sent: Thursday, July 10, 2025 7:38 AM
To: ZZ Council Members
Subject: Security Guards Burn's Park

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I am a resident of Washburn on the Park. Have noticed that Security hasn't been present this year until I asked the property manager why. Funds not given to for this.

Having the Security patrol this park and others gives the neighborhood a sense of security. It has kept the unsheltered in check. With Security I have seen more residents of La Crosse use the park besides the unsheltered.

Nice to hear children at the playground "Laughing" instead of the screaming and profanity for the unsheltered.

I hope at the meeting today, it is approved!

Thanks

Heather Lyman
(Concerned citizen)

Craig, Sondra

From: Donna Bartuski <dbartuski@gmail.com>
Sent: Thursday, July 10, 2025 9:28 AM
To: ZZ Council Members
Cc: Sarah Pataska
Subject: Burn's Park-Security Guards needed

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

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Hello, As a resident of Washburn on the Park Apartments (on 2nd floor facing west to Burn's Park), I see the need for Security Guards at the Park (similar to what was done last spring/summer/fall season). I observe a lot of daytime disorder/unlawful public exposure amongst some of the unhoused population which sometimes requires that I call the Police Dept. non emergency phone #, or as was the case last week at about 12:30 P.M. I called 911 as there were people lighting an open fire grill in the center of the park (as I was on the phone with Police dispatch reporting the exposure of 3 males and 1 female at the private house on 8th St. facing my apartment). I just wanted to enjoy a summer lunch on my private balcony. Thank you for allowing me to speak my position at the July 3rd Council meeting too.

I also witnessed a "grandma (I think)" driving up in a minivan to have lunch in Burns Park, and let the 6 children play on the equipment(the oldest appeared to be mentally/physically challenged; however, when she got them to the picnic tables and realized they were mostly overtaken with persons who probably appeared threatening, she immediately marched all 6 kids (under age 12) back to the van, and they drove away. Our public and visitors to La Crosse deserve to use public parks as well.

Thank you for your considerations, and your 4/2 vote in favor of utilizing unused City funds for additional security in Burn's (and Cameron Park?) from July 11, 2025 to December, 2025.

Donna Bartuski
801 Main St., Apt 201
La Crosse, WI 54601
(608)790-6498

Craig, Sondra

From: Chris Woodard <chris.woodard715@gmail.com>
Sent: Thursday, July 10, 2025 8:28 AM
To: ZZ Council Members
Subject: 25-0723

Some people who received this message don't often get email from chris.woodard715@gmail.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. ***

La Crosse City Council Members,

I am writing to express my strong support for using contingency funds for contracted security in public spaces. As a frequent visitor and a concerned community member, I believe that continuing security is essential to ensuring that our park remains a safe, welcoming, and enjoyable space for everyone. Much like the library.

Public parks are vital to our community's well-being, offering a sanctuary for recreation, relaxation, and social connection. However, recent incidents and reports of lewd, lavcious and disorderly behavior, drug and alcohol use, and other safety concerns have underscored the need for a proactive approach to security. By investing in dedicated security personnel, we can significantly reduce the risk of crime and foster a safer environment for visitors of all ages.

Moreover, increased security not only deters criminal activity but also reassures families, seniors, businesses individuals who may otherwise feel hesitant to visit during certain hours. It promotes a sense of community trust and encourages more frequent use of our park's, ultimately enhancing the quality of life for all residents.

I urge the Common Council to prioritize safety and allocate necessary resources to protect our cherished public spaces.

Thank you for your attention to this important matter. I am confident that with your support, we can make our parks a safer haven for everyone.

Sincerely,
Chris Woodard

Craig, Sondra

From: Emily Farmer <allenema@gmail.com>
Sent: Thursday, July 10, 2025 8:48 AM
To: ZZ Council Members
Subject: Security in public parks, please support resolution /(#25-0723)

Some people who received this message don't often get email from allenema@gmail.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 La Crosse's City Council Members -

There's a resolution (#25-0723) to hire security for downtown public spaces on the agenda at tonight's City Council meeting. The resolution would provide private security in La Crosse's public parks and parking garages on the weekend through the end of 2025.

Park Bank shares a city block with Burns Park. We call the Police Department several times a week about drug activity, nudity, physical and verbal confrontations, litter, trash, theft, vandalism, public urination and defecation, belligerent behavior, and loitering both in the park and around our bank building.

I support the resolution in the strongest way possible given our first-hand experience in how effective security is in triaging these problems without stretching the Police Department even thinner than they already are.

Emily M. Farmer

Craig, Sondra

From: Thomas Link <dakota.link3@gmail.com>
Sent: Thursday, July 10, 2025 12:07 PM
To: ZZ Council Members
Subject: Security guards in parks

Some people who received this message don't often get email from dakota.link3@gmail.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. ***

Council members,

I'm writing in support of the City of LaCrosse providing security guards in Burns Park, Cameron Park and other places as deemed necessary by those in charge. The city of LaCrosse Police Department is stretched pretty thin so I think the additional security is needed. Many of the unsheltered people are vulnerable and security guards can prevent harm to them. Even if security guards only prevent large amounts of litter in parks and other areas, they will save the city from paying for extensive clean-ups similar to Houska park, the marsh and the area north of Riverside Park.

I'm a frequent walker on the Viet Nam Veteran's trail, the Jim Asfoor trail and other marsh trails. I'm seeing a few "campers" in those areas again. I hope the city doesn't have to spend a lot of money to clean up those areas again.

Thank you for your attention to this matter.

Sincerely,

Thomas Link
801 Main Street
Apt. 104
Washburn Apartments
La Crosse, WI 54601

Craig, Sondra

From: Irv Hougom <ihougomagency@gmail.com>
Sent: Thursday, July 10, 2025 1:58 PM
To: ZZ Council Members
Cc: ihougom@gmail.com
Subject: Irv Hougom Agency - Allocation of funds for contracted security related to public spaces

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

Hi, to whom it concerns,

Regarding the upcoming resolution of the allocation of funds to contract private security during the weekends, our office feels that it would be greatly beneficial.

Our office is located at 105 7th St. S at Main, directly across from the Park. We have had issues at our location including trash(broken bottles, plastic wrappers, and cans), broken glass door, individuals washing various items/themselves with our water outlet, and sleeping on our property, while we're closed.

While we understand the private security is designated for the park, it still offers a great deterrent for those that regularly frequent the area that their actions are being noticed and will not be tolerated during certain days of the week.

We greatly appreciate our neighbors and the City of La Crosse taking notice to the detriment of the park that City funds paid to improve a few years ago.

Thank you,

Irvin L. Hougom

Joshua S. Lisney
--
Irv Hougom Agency
"Your Main Street Agent"
7th and Main Street
La Crosse, WI 54601
608-784-9004

Craig, Sondra

From: Jury, Daryll <Daryll.Jury@trane.com>
Sent: Thursday, July 10, 2025 3:03 PM
To: ZZ Council Members
Subject: Security on our Parks and Parking Ramps

Some people who received this message don't often get email from daryll.jury@trane.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. ***

Council members,

It is with grave concern that I hear some council members are not in favor of continuing the security contract protecting our downtown parks and parking ramps. For those of you not in favor, I suggest that you take a walk into these areas by yourself at 1am and please le me know if you feel safe. Students going back and forth to campus at early hours of the morning and those that do not work 9 to 5 walk by these areas quite often. I ask that you please vote in favor of continuing this protection. If anything should happen to any individual(s) and this service was stopped because of my vote, I know it would be difficult to look at myself in the mirror knowing it could have been prevented.

Thanks,



Daryll Jury
Darylljury@gmail.com

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0621

Agenda Date: 7/10/2025

Version: 1

Status: Recommended to be Adopted

In Control: Common Council

File Type: Resolution

Agenda Number:

25-0621

Resolution approving funds to design the terminal emergency generator replacement at the La Crosse Regional Airport

RESOLUTION

WHEREAS, these funds are necessary to complete a capital project not included in the approved FY2025 Capital Budget; and

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

WHEREAS, the Airport has requested the replacement of the terminal emergency generator in the FY2026 Capital Budget; and

WHEREAS, the design and construction phases are scheduled as a federal-state-local project with the Federal Aviation Administration contributing 95% of eligible costs, the Wisconsin Department of Transportation – Bureau of Aeronautics contributing 2.5% of eligible costs, and the Airport contributing 2.5% of eligible project costs; and

WHEREAS, the Airport is requesting council authorization to pay for the design in advance to release the project for bid in early 2026; and

WHEREAS, the Federal Aviation Administration and the Wisconsin Department of Transportation – Bureau of Aeronautics have agreed to reimburse the Airport for the federal and state portions of the design costs through the construction grant.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes reallocation and use of Airport Operating Funds (600) to fund this new capital project as follows:

- $82,111 to complete the design of the terminal emergency generator replacement.

BE IT FURTHER RESOLVED that the Finance Department make all necessary adjustments to reflect any associated state and Federal funds that will not be received by the City of La Crosse for these projects.

BE IT FURTHER RESOLVED that the Director of Finance and the Director of the La Crosse Regional Airport are hereby authorized and directed to take all necessary steps to implement this resolution.

CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID 25-0621

Caption Resolution reallocating funds from the Airport Operating Budget to design the Terminal Emergency Generator Replacement project.

Staff/Department Responsible for Legislation

Airport

Requestor of Legislation

Jeffrey Tripp, Airport Director

Location, if applicable

La Crosse Regional Airport

Summary/Purpose

The Airport is requesting council reallocation of Airport Operating Funds (600) in the amount of $82,111 to fund the design phase to replace the existing Terminal Emergency Generator. The Airport will pay for the design in advance and receive federal and state grant reimbursement in the construction phase.

Background

This project is budgeted for in 2026 for the design and construction phases. The Airport's intent is to complete design using airport funds and release the construction phase for bidding and award prior to March 5, 2026, subject to FAA and BOA providing notice to proceed.

March 5, 2026, is the deadline for the Airport to encumber available 2023 Infrastructure Investment and Jobs Act (IIJA) grant funds to complete the project within the 4-year grant availability period ends.

Fiscal Impact

The Federal Aviation Administration (FAA) and WDOT - Bureau of Aeronautics (BOA) agree to reimburse the Airport for the FAAs 95% share ($78,005) and the State 2.5% share ($2,053) of design costs through the construction grants. The Airport's 2.5% design share is $2,053.

Staff Recommendation

The Airport Department recommends approval.

DESIGN ENGINEERING SERVICES ESTIMATE

AIRPORT: LA CROSSE REGIONAL AIRPORT
PROJECT DESCRIPTION: ELECTRICAL GENERATOR
PROJECT NUMBER:
ESTIMATED CONSTRUCTION COST: $550,000

DATE 5/14/2025

PHASE I	DIRECT LABOR COST	OVERHEAD ON LABOR 1.8672	FEE @ 12%	TOTAL LABOR COST	EXPENSES	TOTAL
TASK A. SITE VISIT	756.5	1412.54	260.28	2429.32	229	2658
~~TASK B. DESIGN SURVEYS~~						
~~TASK C. GEOTECHNICAL INVESTIGATION AND REPORT~~						
~~TASK D. OBSTRUCTION SURVEYS~~						
~~TASK E. PROPERTY PLAN SHEET~~						
TASK F. MEETINGS	296	552.69	101.84	950.53		951
TASK G. COORDINATION	829	1547.91	285.23	2662.14		2662
TASK H. PRELIMINARY COST ESTIMATE	213	397.71	73.29	684		684
TASK I. INITIAL PROJECT ELIGIBILITY	628	1172.6	216.07	2016.67		2017
TASK J. ALP APPROVAL AUTHORITY (AAA)	212	395.85	72.94	680.79		681
~~TASK K. FAA PAVEMENT DESIGN FORMS~~						
TASK L. OBTAIN ENVIRONMENTAL PERMITS	1531	2858.68	526.76	4916.44		4916
~~TASK M. PREPARE WETLAND MITIGATION PLAN~~						
SUBTOTAL:	4465.5	8337.98	1536.41	14339.89	229	14569
PHASE I TASKS TOTAL COST					**$14,569.00**	

PHASE II	DIRECT LABOR COST	OVERHEAD ON LABOR 1.8672	FEE @ 12%	TOTAL LABOR COST	EXPENSES	TOTAL
TASK A. FINAL PROJECT ELIGIBILITY	455	849.58	156.55	1461.13		1461
TASK B. BID PROPOSAL PACKET	5383	10051.14	1852.1	17286.24		17286
TASK C. CONSTRUCTION PLANS	11848	22122.59	4076.47	38047.06		38047
TASK D. PRE-BID MEETING	951	1775.71	327.21	3053.92	439	3493
TASK E. CONSTRUCTION COST ESTIMATE	638	1191.27	219.51	2048.78		2049
TASK F. POI AND CSPP	798	1490.03	274.56	2562.59		2563
TASK G. FURNISHING OF PLANS & SPECIFICATIONS	327	610.57	112.51	1050.08		1050
TASK H. ASSISTANCE IN SECURING BIDS	496	926.13	170.66	1592.79		1593
SUBTOTAL:	20896	39017.02	7189.57	67102.59	439	67542
PHASE II TASKS TOTAL COST					**$67,542.00**	

PHASE I & II TOTAL COST:	**$ 82,111.00**

June 12, 2025

Hanan Mustafa
Federal Aviation Administration
2300 E Devon Ave, Room 320
Des Plaines, IL 60018-4696

Andrew Trimble
Wisconsin Department of Transportation
4822 Madison Yards Way, 5th floor South
Madison, WI 53705-9100

Subject: ***Terminal Emergency Generator Replacement – Design (100%) Plans***

Dear Ms. Mustafa and Mr. Trimble:

Please consider this letter notice of La Crosse Regional Airport's intent to obligate 100-percent airport capital budget funding to complete the design phase for the *Terminal Emergency Generator Replacement* in advance in the amount of $82,111 with FAA contributing $78,678 (95%), BOA contributing $2,053 (2.5%), and the Airport contributing $2,053 (2.5%).

Our intent is to complete *Final Design* and release the project for bidding in early 2026, subject to FAA and BOA providing notice to proceed. FAA, BOA, Mead & Hunt and the Airport have agreed upon the final design contract amount (attached). Per our discussion, FAA and BOA agree to reimburse the Airport for FAA's 95% share and the State's 2.5% share of eligible design costs through the construction grant.

Total project cost for the construction phase is estimated at $625,000 (Construction $550,000 and Construction Administration $75,000), with FAA contributing $593,750 (95%), BOA contributing $15,625 (2.5%), and the Airport contributing $13,750 (2.5%).

Sincerely,

Jeffrey S. Tripp

Jeffrey S. Tripp, A.A.E.
Airport Director

CC: Shaundel Washington-Spivey, Mayor
La Crosse Regional Airport Aviation Board
Chad Hawkins, La Crosse Finance Director

Attachment: Mead & Hunt Engineer's Estimate of Probable Design Cost

June 12, 2025

Honorable Mayor Shaundel Washington-Spivey
Common Council Members

Ladies and Gentlemen:

The Aviation Board, at its last regular meeting, approved by unanimous vote item 25-0590 – *Resolution approving funds to design the Terminal Emergency Generator Replacement project.*

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

Respectfully Submitted,

Jeffrey S. Tripp

Jeffrey S. Tripp, A.A.E.
Airport Director

Aviation Board
OFFICERS • Chairman: Tamra Dickinson, Vice Chairman: Drake Hokanson
MEMBERS • Mark Haakenson, William Blank, Jeannie Groskreutz, Rick Cornforth
EX OFFICIO • Bradley Weber, Fort McCoy – VACANT, Ex-Officio - VACANT

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0622

Agenda Date: 7/10/2025

Version: 1

Status: Recommended to be Adopted

In Control: Common Council

File Type: Resolution

Agenda Number:

25-0622

Resolution authorizing Final Design of the South Terminal Parking Lot Reconstruction at the La Crosse Regional Airport

RESOLUTION

WHEREAS, Project 767 is completing the South Terminal Parking Lot Reconstruction project preliminary design to 30% completion under state aid grant SAP-90; and

WHEREAS, the airport wants to complete the 100% final design to release the project for bid in early 2026, subject to receipt of the state aid construction grant; and

WHEREAS, there are sufficient funds allocated in Project 767 to pay for 100% of the additional design cost in advance; and

WHEREAS, the Wisconsin Department of Transportation – Bureau of Aeronautics has committed to reimburse the airport for the state's eighty percent share of final design costs through the construction phase grant.

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 it hereby authorizes allocation and use of Airport Operating Funds (600) to fund this capital project as follows:

- $72,545 to complete the 100% design of the South Terminal Parking Lot Reconstruction project.

BE IT FURTHER RESOLVED that the Finance Department make all necessary adjustments to reflect any associated state and Federal funds that will not be received by the City of La Crosse for these projects.

BE IT FURTHER RESOLVED that the Director of Finance and the Director of the La Crosse Regional Airport are hereby authorized and directed to take all necessary steps to implement this resolution.

CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID 25-0622

Caption Resolution reallocating funds from the Airport Operating Budget to complete final design of the Terminal South Parking Lot Rehabilitation project.

Staff/Department Responsible for Legislation

Airport

Requestor of Legislation

Jeffrey Tripp, Airport Director

Location, if applicable

La Crosse Regional Airport

Summary/Purpose

The Airport is requesting council reallocation of Airport Operating Funds (600) in the amount of $72,545 to complete the 30%-100% design of the Terminal South Parking Lot Rehabilitation project. The Airport will pay for the design in advance and receive state grant reimbursement through the construction phase grant.

Background

Capital Project 767 is funding the South Terminal Parking Lot Reconstruction. The Phase I - Preliminary Design was budgeted at $155,000, with State Aid Grant SAP-90 contributing $124,000 (80%), and the Airport contributing $31,000 (20%). The preliminary design commenced in July 2024 and is nearing completion.

Our intent is to complete the Phase II - Final Design and release the construction phase for bidding and award in early 2026, subject to WDOT - Bureau of Aeronautics (BOA) notice to proceed, to complete the construction phase by summer or early fall 2026. Capital Project 767 is budgeted for final design and construction in the amount of $2,100,000 with state aid funds providing $1,680,000 (80%) and airport funds providing $420,000 (20%).

Fiscal Impact

The engineer's estimate to complete the Phase II - Final Design and bid documents is $72,545.00 (attached). The BOA will reimburse the Airport for the State's 80% share ($58,036) of the final design costs through the construction grant.

Staff Recommendation

The Airport Department recommends approval.

DESIGN ENGINEERING SERVICES ESTIMATE

AIRPORT: La Crosse Regional Airport
PROJECT DESCRIPTION: South Parking Lot Reconstruction
PROJECT NUMBER: SAP-90/LSE1022
ESTIMATED CONSTRUCTION COST: $2,100,000

DATE 4/10/2025

PHASE I	DIRECT LABOR COST	OVERHEAD ON LABOR 1.8672	FEE @ 12%	TOTAL LABOR COST	EXPENSES	TOTAL
~~TASK A. PROPERTY SURVEYS~~						
~~TASK B. DESIGN SURVEYS~~						
~~TASK C. GEOTECHNICAL INVESTIGATION AND REPORT~~						
~~TASK D. OBSTRUCTION SURVEYS~~						
~~TASK E. PROPERTY PLAN SHEET~~						
~~TASK F. MEETINGS~~ (COMPLETE UNDER PREVIOUS CONTRACT)						
TASK G. COORDINATION/CONTRACTS/INVOICING	$1,937.00	$3,616.77	$666.45	$6,220.22		$6,220.00
TASK H. PRELIMINARY COST ESTIMATE	$761.50	$1,421.87	$262.00	$2,445.37		$2,445.00
~~TASK I. PRELIMINARY ENGINEERING REPORT~~						
~~TASK J. PLANNING EFFORT~~						
~~TASK K. PAVEMENT/STRUCTURAL DESIGN~~						
TASK L. STORMWATER ANALYSIS	$1,248.00	$2,330.27	$429.39	$4,007.66		$4,008.00
~~TASK M. ENVIRONMENTAL ASSISTANCE (NEPA)~~						
SUBTOTAL:	$3,946.50	$7,368.91	$1,357.84	$12,673.25		$12,673.00
PHASE I TASKS TOTAL COST						**$12,673.00**

PHASE II	DIRECT LABOR COST	OVERHEAD ON LABOR 1.8672	FEE @ 12%	TOTAL LABOR COST	EXPENSES	TOTAL
TASK A. FINAL ENGINEER'S REPORT						
TASK B. BID PROPOSAL PACKET	$2,426.00	$4,529.83	$834.70	$7,790.53		$7,791.00
TASK C. CONSTRUCTION PLANS	$8,468.00	$15,811.45	$2,913.53	$27,192.98		$27,193.00
TASK D. PRE-BID MEETING	$1,358.00	$2,535.66	$467.24	$4,360.90		$4,361.00
TASK E. CONSTRUCTION COST ESTIMATE	$1,523.00	$2,843.75	$524.01	$4,890.76		$4,891.00
TASK F. CONSTRUCTION SAFETY & PHASING PLAN (CSPP)	$3,579.00	$6,682.71	$1,231.41	$11,493.12		$11,493.00
TASK G. FURNISHING OF PLANS & SPECIFICATIONS	$468.00	$873.85	$161.02	$1,502.87		$1,503.00
TASK H. ASSISTANCE IN SECURING BIDS	$822.00	$1,534.84	$282.82	$2,639.66		$2,640.00
SUBTOTAL:	$18,644.00	$34,812.09	$6,414.73	$59,870.82		$59,872.00
PHASE II TASKS TOTAL COST						**$59,872.00**

PHASE I & II TOTAL COST:	**$72,545.00**

247

June 12, 2025

Andrew Trimble
Wisconsin Department of Transportation – Bureau of Aeronautics
4822 Madison Yards Way, 5th floor South
Madison, WI 53705-9100

Subject: ***South Terminal Parking Lot Reconstruction – Final Design (30% - 100%) Plans***
BOA Project No. LSE 1022 | SAP Project No. SAP-90

Dear Mr. Trimble:

Please consider this letter notice of La Crosse Regional Airport's intent to obligate 100-percent airport capital budget funding to complete the *South Terminal Parking Lot Reconstruction – Final Design* plans in an amount not to exceed $72,545 (State Aid $58,036 (80%) & Airport $14,509 (20%).

The *Phase I - Preliminary Design* was budgeted at $155,000, with State Aid Grant SAP-90 contributing $124,000 (80%), and the airport contributing $31,000 (20%). The design commenced in July 2024.

Our intent is to complete the *Phase II - Final Design* to release the project for bidding in early 2026, subject to BOA providing notice to proceed, prior to the start of the 2026 construction season. The Airport, Mead & Hunt and BOA have agreed upon the final design cost amount (attached).

The construction phase is budgeted as a State/Local project. Per our discussions, the BOA agrees to reimburse the Airport for the State's eighty percent share of the approved final design costs through the construction grant.

Sincerely,

Jeffrey S. Tripp

Jeffrey S. Tripp, A.A.E.
Airport Director

CC: Shaundel Washington-Spivey, Mayor
La Crosse Regional Airport Aviation Board
Chad Hawkins, La Crosse Finance Director

Attachment: Mead & Hunt Engineer's Estimate of Probable Design Cost

La Crosse Regional AIRPORT

Low Stress Experience

June 12, 2025

Honorable Mayor Shaundel Washington-Spivey
Common Council Members

Ladies and Gentlemen:

The Aviation Board, at its last regular meeting, approved by unanimous vote item 25-0590 – *Resolution approving funds to complete final design of the Terminal South Parking Lot Rehabilitation project.*

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

Respectfully Submitted,

Jeffrey S. Tripp

Jeffrey S. Tripp, A.A.E.
Airport Director

Aviation Board
OFFICERS • Chairman: Tamra Dickinson, Vice Chairman: Drake Hokanson
MEMBERS • Mark Haakenson, William Blank, Jeannie Groskreutz, Rick Cornforth
EX OFFICIO • Bradley Weber, Fort McCoy – VACANT, Ex-Officio - VACANT

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0684

Agenda Date: 7/10/2025

Version: 1

Status: Recommended to be Adopted

In Control: Common Council

File Type: Resolution

Agenda Number:

Resolution authorizing the purchase and transfer of two vehicles from the Police Department to the Parks Department.

RESOLUTION

WHEREAS, Park vehicle unit numbers 28 & 51 require replacement due to damages sustained in an accident and mechanical issues; and

WHEREAS, The Police Department has two used vehicles for sale that the parks department would purchase as replacements to unit numbers 28 & 51; 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; and

WHEREAS, the transferred vehicles from the Police Department to the Parks Department will be as follows:

PPU-TRP-06 NISSAN FRONTIER 2019 - 1N6AD0EVXKN881791

PPU-TRP-08 NISSAN FRONTIER 2019 - 1N6AD0EV0KN786592

NOW, THEREFORE BE IT RESOLVED BY THE Common Council of the City of La Crosse that it hereby authorizes the purchase and transfer of two vehicles from the Police Department to the Parks Department

BE IT FURTHER RESOLVED that funds, not to exceed $28,500, shall be allocated to purchase the vehicles from the following accounts:

CIP 2020-E192 (Account 4804210-580400) - $17,443.90

4804210-580901-SALES - $11,066.10

BE IT FURTHER RESOLVED that the Director of Parks and Director of Finance are hereby authorized to effectuate this Resolution.

CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID: 25-0684

Caption: Resolution authorizing the purchase and transfer of two vehicles from the Police Department to the Parks Department.

Staff/Department Responsible for Legislation

Parks Department

Requestor of Legislation

Parks & Finance Deparment

Location, if applicable

n/a

Summary/Purpose

The purpose of this resolution is to replace two veichles within the parks department fleet. Park unit's 28 and 51 require replacement due to damages sustained in an accident and mechanical issues. This transfer and purchase request is coming forward through the council cycle in accordance to the City's purchasing policy. The vehicles to be acquired are from the City police department fleet. These vehicles will be utilized year round to support park mowing, cleaning, maintenance and plowing operations.

Background

Vehicles being replaced:
Unit 28 - 2004 Ford Ranger - 1FTYR10D94PA56016 - requires replacemend due to repair costs required to operate 20+ year old vehicle
Unit 51 - 2021 Ford Ranger - 1FTER1FH3MLD11036 - requires replacement due to damages sustained in an accident

Vehicles to be acquired through transfer and puchase:
2019 NISSAN FRONTIER - 1N6AD0EVXKN881791
2019 NISSAN FRONTIER - 1N6AD0EV0KN786592

Fiscal Impact

The purchase of the vehicles is not to exceed $28,500 and utilizes surplus funds from the departments previous capital equipment expendatures and sales account. There is no increase to the departments fleet or financial request as part of this request.

Staff Recommendation

Approval.

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0685

Agenda Date: 7/10/2025

Version: 1

Status: Recommended to be Adopted

In Control: Common Council

File Type: Resolution

Agenda Number:

Resolution approving allocation of funds related to roof repairs at the La Crosse Center.

RESOLUTION

WHEREAS, the La Crosse Center arena roof experienced a large rain event (May 2025), during which, a leak in the roof was discovered; and

WHEREAS, upon further investigation, it was determined that ventilation piping has shifted under the roofs rubber membrane causing an anomalous characteristic on the roofs surface, and,

WHEREAS, repair estimates were solicited 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 allocates not to exceed $60,000.00 from unused existing bond funds (4830210-588000) to complete these repairs.

BE IT FURTHER RESOLVED that City of La Crosse Parks, Recreation, and Forestry Director, and Director of Finance are hereby authorized to effectuate this resolution.

CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID: 25-0685

Caption: Resolution approving allocation of funds related to La Crosse Center arena roof repairs.

Staff/Department Responsible for Legislation

Parks, Recreation, Forestry, Facilities, and La Crosse Center

Requestor of Legislation

Dan Trussoni

Location, if applicable

La Crosse Center Arena Roof

Summary/Purpose

Requesting unused bond funds to address a major repair to a unique situation causing a leak in the La Crosse Center arena roof. Four different organizations reviewed the issue and all came to a similar conclusion on the best fix. The correction recommended is to remove the existing membrane and insulation from area of impact (5000 SF), install 2" ISO insulation, and adhere new EPDM membrane over the insulation.

Background

Ventilation piping has shifted to under the existing rubber roof membrane causing a bubbling type effect and subjected the area to substantial leaks during a heavy rain, snow, or storm event. The contractors who reviewed the situation believe because the roof is 25 years old the membrane may have lost some adhesiveness allowing the movement of the pipe.

Fiscal Impact

Not to exceed $60,000 from unused bond funds

Staff Recommendation

Approval

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0686

Agenda Date: 7/10/2025

Version: 1

Status: Recommended to be Adopted

In Control: Common Council

File Type: Resolution

Agenda Number:

25-0686

Resolution approving funds to design airport storm drainage improvements at the La Crosse Regional Airport

RESOLUTION

WHEREAS, these funds are necessary to complete a capital project not included in the approved FY2025 Capital Budget; and

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

WHEREAS, the Airport has requested the design and construction of storm drainage system improvements in the FY2026 Capital Budget; and

WHEREAS, the design and construction phases are scheduled as a federal-state-local project with the federal Aviation Administration contributing 95% of eligible costs, the Wisconsin Department of Transportation – Bureau of Aeronautics contributing 2.5% of eligible costs, and the Airport contributing 2.5% of eligible projects costs; and

WHEREAS, the Airport is requesting council authorization to pay for the design in advance to release the project for construction in 2026; and

WHEREAS, the Federal Aviation Administration and the Wisconsin Department of Transportation – Bureau of Aeronautics have agreed to reimburse the Airport for the federal and state portions of the design costs through the construction grant.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes reallocation and use of Airport Operating Funds (600) to fund this new capital project as follows:

- $350,000 to complete the design of airport storm drainage system improvements.

BE IT FURTHER RESOLVED that the Finance department make all necessary adjustments to reflect any associated Federal and State funds that will not be received by the City of La Crosse for this project in the design phase.

BE IT FURTHER RESOLVED that the Director of Finance and the Director of the La Crosse Regional Airport are hereby authorized and directed to take all necessary steps to implement this resolution.

CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID 25-0686 Caption Resolution to appropriate funding to design Airport Storm Drainage Improvements.

Staff/Department Responsible for Legislation

Airport

Requestor of Legislation

Jeffrey Tripp, Airport Director

Location, if applicable

La Crosse Regional Airport

Summary/Purpose

The Airport is experiencing deterioration of the storm drainage system and increased negative impacts from rain events. Flooding on the airfield has become more common in recent years and standing water after major rain events has increased in depth, expanse, and time. During major rain events and spring thaw events water levels have reached the edge of taxiways connecting to the terminal apron, threatening to delay or reroute commercial aircraft.

The Airport's intent is to complete the design and release construction phases 1 & 2 for bid in early 2026, subject to Federal Aviation Administration (FAA) and WDOT - Bureau of Aeronautics (BOA) notice to proceed. Phase 3 will be designed and ready to bid should FAA discretionary grant funds become available in 2026. If not, it will be requested for bidding in 2027.

Background

The LSE Drainage Study Report (2023) presents a condition assessment of the existing stormwater infrastructure, a review of the effects of the Airport Master Plan's recommended infrastructure improvements on stormwater and investigated alternatives to alleviate negative impacts of rain events at the Airport.

The stormwater system is required to be consistent with safe air travel and meet statutory and rule requirements intended to protect water quality, limit or prevent flooding, and promote healthy ecosystems in downstream receiving waters. Federal, state, and local agencies have jurisdiction over some or all the aspects of the Project's drainage requirements.

Fiscal Impact

The estimate to complete design is $349,530. The Airport is requesting to pay for the design in advance using Airport Operating Budget (600) funds. FAA and BOA agree to reimburse the Airport for their design cost shares through the construction grant(s) at 95% - $332,053 and 2.5% - $8,738 respectively.

Staff Recommendation

Staff recommends approval of the resolution.

DESIGN ENGINEERING SERVICES ESTIMATE

AIRPORT: La Crosse Regional Airport
PROJECT DESCRIPTION: Drainage Improvements: Bid packages 1, 2 and 3
PROJECT NUMBER: BOA LSE # AIP #
STIMATED CONSTRUCTION AND CA COST: $3,500,000 DATE 6/12/2025

PHASE I	DIRECT LABOR COST	OVERHEAD ON LABOR 1.8672	FEE @ 11%	TOTAL LABOR COST	EXPENSES	TOTAL
TASK A. DESIGN KICK OFF MEETING	$1,267	$2,366	$400	$4,032	$224	$ 4,257
TASK B. DESIGN SURVEYS, RECORD DRAWING REVIEW	$2,753	$5,140	$868	$8,762	$1,229	$ 9,991
TASK C. GEOTECHNICAL INVESTIGATION AND REPORT, TELEVISING, DIGGERS LOCATES	$5,628	$10,509	$1,775	$17,912	$20,092	$ 38,004
TASK D. REVIEW AND ANALYZE REPORTS	$968	$1,807	$305	$3,081		$ 3,081
TASK E.TRANSPORTATION, CONSTRUCTION GENERAL PERMIT (TCGP) SUBMITTAL	$2,114	$3,947	$667	$6,727		$ 6,727
TASK F. MEETINGS	$4,684	$8,746	$1,477	$14,907	$616	$ 15,523
TASK G. COORDINATION	$4,330	$8,085	$1,366	$13,781		$ 13,781
TASK H. 60% COST ESTIMATE	$1,453	$2,712	$458	$4,623		$ 4,623
TASK I. ALP PEN AND INK SUMBITTAL	$980	$1,830	$309	$3,119		$ 3,119
TASK J. ALP APPROVAL AUTHORITY	$279	$521	$88	$888		$ 888
TASK K. PAVEMENT/STRUCTURAL DESIGN	$1,034	$1,930	$326	$3,289		$ 3,289
TASK L. OBTAIN ENVIRONMENTAL PERMITS	$8,787	$16,406	$2,771	$27,964	$9,791	$ 37,755
~~TASK M. PREPARE WETLAND MITIGATION PLAN~~						$ -
SUBTOTAL:	$34,275	$63,999	$10,810	$109,084	$31,953	$ 141,038
PHASE I TASKS TOTAL COST						**$141,038**

PHASE II	DIRECT LABOR COST	OVERHEAD ON LABOR 1.8672	FEE @ 11%	TOTAL LABOR COST	EXPENSES	TOTAL
TASK A. FINAL ENGINEER'S REPORT	$2,450	$4,575	$773	$7,797		$ 7,797
TASK B. BID PROPOSAL PACKET	$13,730	$25,637	$4,330	$43,697		$ 43,697
TASK C. CONSTRUCTION PLANS	$30,948	$57,786	$9,761	$98,495		$ 98,495
TASK D. PRE-BID MEETING	$2,892	$5,400	$912	$9,204	$763	$ 9,967
TASK E. CONSTRUCTION COST ESTIMATE	$4,134	$7,719	$1,304	$13,157		$ 13,157
TASK F. CONSTRUCTION OPERATION PLAN	$6,954	$12,985	$2,193	$22,132		$ 22,132
TASK G. FURNISHING OF PLANS & SPECIFICATIONS	$524	$977	$165	$1,666		$ 1,666
TASK H. ASSISTANCE IN SECURING BIDS	$3,639	$6,795	$1,148	$11,581		$ 11,581
SUBTOTAL:	$65,271	$121,873	$20,586	$207,729	$763	$ 208,492
PHASE II TASKS TOTAL COST						**$208,492**

PHASE I & II TOTAL COST:	**$349,530**

DRAFT

Exhibit A

Drainage Improvements: Bid Packages 1, 2 and 3
Design Services Work Scope
La Crosse Regional Airport
La Crosse, Wisconsin
June 9, 2025

General Project Description

The La Crosse Regional Airport is experiencing deterioration of the drainage system and increased negative impacts from rain events. Flooding on the airfield has become more common in recent years and standing water after major rain events has increased in depth, expanse, and time from that seen historically. During major rain events and spring thaw events water levels have reached the edge of taxiways connecting to the terminal apron, threatening to delay or reroute commercial aircraft.

Many of the airfield drainage pipes and inlets are known to be old and approaching the end of their design life. Multiple structure and pipe cave-ins have been observed by Airport staff in the location of existing stormwater infrastructure. Silted-in structures and prolonged water retention times in drainage basins have also been observed. These are indications of a deteriorated stormwater system.

Under a previous project an airfield wide drainage study was completed. The drainage study final report presented an inventory and condition assessment of the existing stormwater infrastructure, a review of the effects of the Airport Master Plan's recommended infrastructure improvements on stormwater, and alternatives to alleviate negative impacts of rain events at the Airport. The information presented in the drainage planning study will be used as a reference planning document and starting point for design and construction work.

This project implements some of the solutions present in the drainage report that are best suited for this standalone drainage improvement project. Future projects will need to be completed to implement other recommendations and continue to improve the drainage conditions at the airport and are not included in this scope of work.

Proposed Drainage Improvement Project Focus Areas Summary

Focus Area Description	Exhibit Number	Planning Level Est. Construction Cost***	Likely Bid Package**
Pipe and Structure Cave-Ins	A1	$250,000	1
Fanta Reed Road Storm Water Outlet Improvements	A20*	$20,000	1
Infiltration Basin Improvements	A19*	$639,500	1
Infield Between Runway (area between 13/31 and Taxiway B)	A10*	$388,700	2
Terminal Apron Infield	A16*	$1,775,700	3
	Construction Only Costs	**$3,073,900**	
	CA Costs (3 projects over 3 years)	**$399,607**	
	Total Est Const	**$3,473,507**	

**Exhibit and exhibit number is from the drainage report and has not been renumbered to provide consistency in Exhibit nomenclature between this scope and the drainage study.*

***Exact elements in each bid packages will be determined after discussion with LSE and will consider runway closures, costs and airport operation needs.*

**** Construction costs based on 2023 estimates from the LSE Drainage Study Report.*

Work Scope for Project Improvement Items

Work Areas, grading areas, potential haul routes, and excess material placement locations are shown on Exhibit A2.

Improvement Item 1: Pipe and Structure Cave-Ins

Cave-Ins 1 and 2
These cave-ins are located between Runway 13-31 and Taxiway B, near the Runway 31 end and the east ramp. The structures are INS1, INS4, INS5, INS6, AE1 and the pipes that connect these structures. The existing manholes will be removed and the pipe replaced. Pipes that go under pavement may be lined and cleaned if in good condition. If the pipe is not in good condition, the pavement will be cut and replaced with a new pipe.

See Exhibit A1, Existing Storm Water Infrastructure for the structure locations.

Cave-In 4
This cave-in is located at INR1 off the north end of Runway 13 near the end of the runway. It is believed that cave-in 4 is the result of a drywell silting in or collapsing and causing ground slumping.

Preliminary investigation shows that the drywell did not collect a large amount of water and only a small area was graded toward the drywell. The design scope assumes the structure will be removed and the

area graded. The drywell will not be replaced as the DNR no longer allows drywells. If during design, a different solution is recommended and additional design work is needed, it will be added via contract addendum.

See Exhibit A1, Existing Storm Water Infrastructure for the structure locations.

Cave-Ins 3 and 5

Cave-ins 3 and 5 have been observed in the infield between Runway 18-36, Taxiway D, and Taxiway B and in the proximity of structure INS-21 and a pipe cave in between INS19 and INS18. These structures and adjacent pipes were found to be in poor condition and exceeding their design life as noted in Chapter 1 of the drainage study report. The manholes are constructed with brick and mortar that is collapsing and deteriorating. The observed ground slumping is likely a result of sediment being eroded and piped into the drainage system through holes in the structure and adjacent pipes. It is also believed that a section of pipe has also collapsed. The erosion of sediment and blocking of drainage pipes with sediment will continue unless damage is repaired.

The design scope for cave-ins 3 and 5 is addressed in the discussion on the terminal apron infield.

Improvement Item 2: Infield between Runway's 13-31, 4-22, 18-36 and Taxiway B

The infield located between the three airfield runways and Taxiway B is currently divided into multiple drainage areas by grading that was left behind by previous pavement removals. The proposed Runway 13-31 to Taxiway B connector recommended in the master plan and shown on the ALP was considered during the drainage study. The future connector will create a new drainage divide within the existing infield. It is being proposed that the infields on either side of the future taxiway connector be regraded to prepare for the future taxiway project and that the berm left behind from the previous Taxiway C removal project be excavated.

The proposed grading improvements will reduce the conveyance demand of the storm sewer system draining to the southwest by increasing stormwater storage volume and promoting infiltration with large flat field bottoms. Modeling of this proposed scenario has shown that the reduction in flow rate entering the storm sewer system will help address the existing undersized pipes between the project area and the discharge apron near Taxiway E.

The existing storm sewer in the project area would be removed and replaced with new inlets to drain the regraded infields. In this alternative a new discharge pipe would be routed to the northeast, cross under Runway 13-31, and would discharge to a new infiltration basin. This routing would require a pavement cut and temporary closure of Runway 13-31. The existing pipe under Taxiway B could be filled with flowable fill to fill the pipe permanently without cutting the Taxiway B pavement. New pipes would be sized to convey the 10-year storm event.

This alternative disconnects the infield area from the terminal apron drainage corridor and the OUT-2 watershed which was shown in Chapter 1 of the drainage study to experience the worst flooding on the airfield. Instead, runoff will be discharged to the underutilized space in drainage area 0-6. Excavation will be required to allow the proposed pipe to outlet.

Improvement Item 3: Terminal Apron Airfield

Currently runoff from approximately 168 acres of airfield north and east of the terminal apron is routed through the narrow corridor between the terminal apron and Taxiway C. The stormwater infrastructure contributing to the terminal apron area was found to be in the worst condition and is likely the oldest on the airfield. These two factors make the area susceptible to flooding and pavement inundation. The goal of the solutions presented below is to address the condition of the infrastructure and to reroute runoff away from the terminal apron corridor.

The existing OUT-2 watershed will be split into two watersheds using Taxiway C4 as the dividing line. A new infiltration basin, the North Basin, will be constructed north of Taxiway E and will serve as a termination basin for the rerouted drainage areas. This basin will be sized to store and infiltrate runoff while preventing pavement inundation during the 100-year storm event. Creation of this basin will reduce conveyance requirements in front of the terminal apron, free up storage in the OUT-2 basin, and will reduce flooding in the infields adjacent to the terminal apron. The North Basin will need approximately 200,000 CF of storage with the current drainage patterns.

The watershed division will be achieved by abandoning the culvert under Taxiway C4 and filling it with grout. The culvert beneath Taxiway E will be removed and replaced with a culvert sloping to the north. Minimal grading may be required at the bottom of the infield between Taxiway C4 and Taxiway E to promote drainage north to the new culvert. The culvert under Taxiway C3 will continue to drain south; however, it is currently installed at a flat slope and will be replaced with twin culverts to provide sufficient capacity to protect the apron pavement.

There are currently three storm sewer lines that cross under Runway 18-36 and Taxiway C, which flow from east to west. Crossing 1 is north of Taxiway E and will discharge directly into the proposed North Basin. Crossing 2 is between Taxiway C3 and C4 while crossing 3 is south of Taxiway C3. The pipes in crossing 1 were found to be under capacity in the existing condition assessment; however, solutions presented address the pipe capacity by reducing or eliminating flow. This will allow pipelining to be used to address the poor condition of the pipe rather than replacement. The existing structures in poor condition will be replaced.

The existing pipes and structures east of Runway 18-36 will be removed and, if needed, infield bottoms will be regraded to drain to proposed inlet structures. The crossing 2 and crossing 3 pipes beneath Runway 18-36 will be reinforced with cure-in-place-pipe lining to address the poor condition and exceeded design life. The crossing 2 storm sewer line will be rerouted to the south, between Runway 18-36 and Taxiway C, with twin pipes and connected to crossing 3 to avoid the terminal apron area. The existing pipe under Taxiway C will be abandoned and filled with grout.

The crossing 3 pipe under Taxiway C will be replaced with twin pipes with sufficient capacity for the combined storm sewer lines. This alternative will require temporary closure of Taxiway C and Taxiway C3 for pavement cut, pipe installation, and repaving.

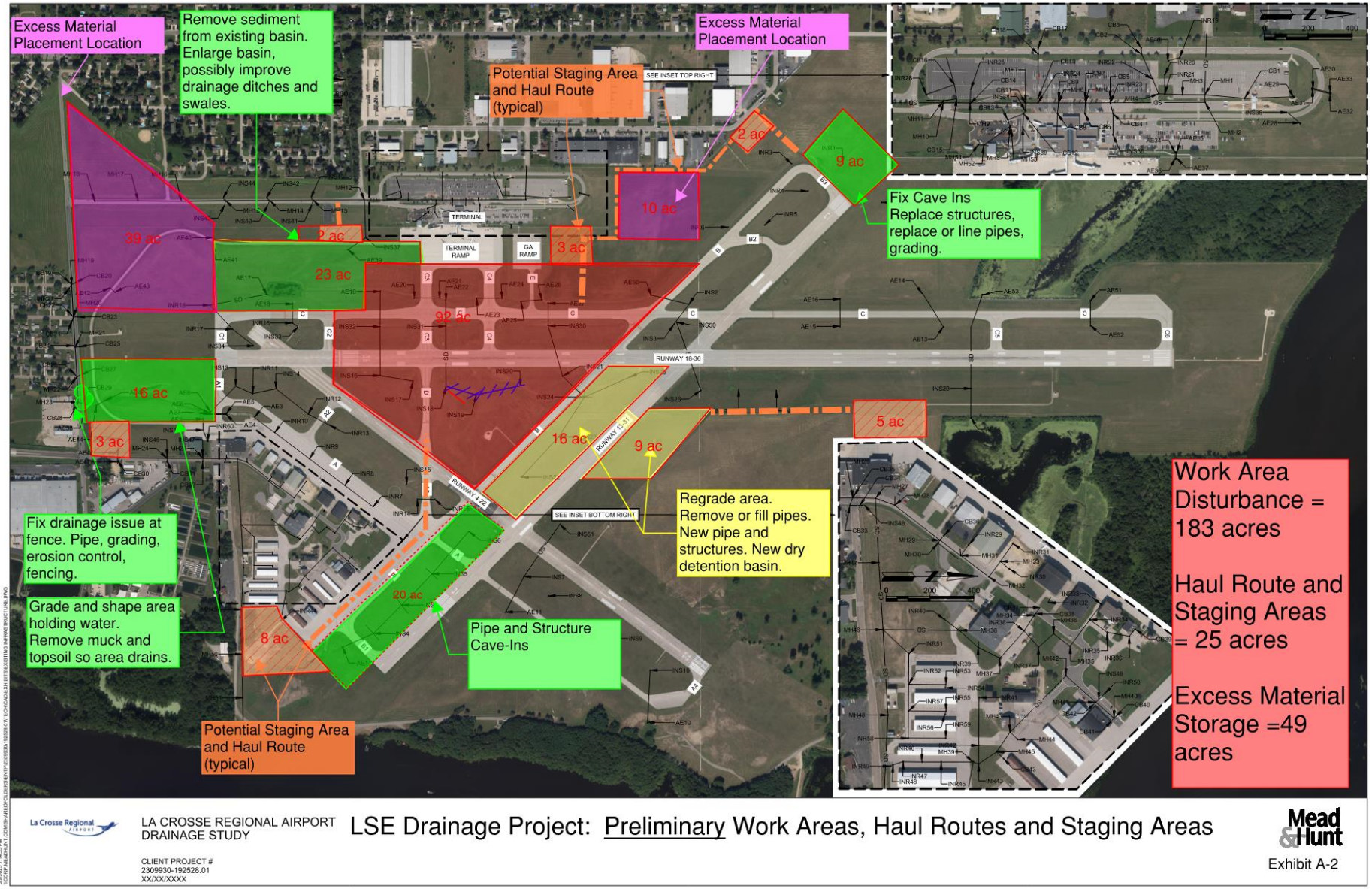
Improvement Item 4: Fanta Reed Road Outlet Pipe

La Crosse City storm sewer along Fanta Reed Rd discharges onto airport property between Fanta Reed Rd and the perimeter road, just south of the OUT-1 basin. The discharge apron is approximately 25 feet outside of the security fence and discharges water toward the fence. The discharge pipe was found to have a relatively steep slope resulting in a high discharge velocity. Airport personnel have observed continued erosion and fence damage at this outlet, despite repair efforts. To address this issue discharge velocities must be decreased, and erosion control must be installed to dissipate energy and resist scour. Two solutions were presented in the drainage report and are shown on Exbibit A20.

The preferred alternative will remove the existing concrete apron and a portion of the existing pipe. A new manhole structure will be installed on the slope from Fanta Reed Rd and will be connected to the existing storm sewer. A new pipe will extend from the new manhole to a new apron north of the security fence. The new pipe will be installed at a flatter slope than the existing pipe, which will help to reduce discharge velocity. The new outlet will be protected with turf reinforcement mat overlaid with erosion control mat.

A berm will need to be graded along the length of the pipe to provide sufficient cover. This will require the existing fence to be removed and reinstalled over the new surface. Maximum slopes shall be kept small to allow fence installation.


SEE INSET TOP RIGHT
Cave in 4
Cave in locations 3 and 5
SEE INSET BOTTOM RIGHT
Cave in locations 1 and 2
TERMINAL
TERMINAL RAMP
GA RAMP
RUNWAY 18-36
RUNWAY 13-31
RUNWAY 4-22
LA CROSSE REGIONAL AIRPORT
DRAINAGE STUDY
CLIENT PROJECT #
2309930-192528.01
XX/XX/XXXX
EXISTING STORM WATER INFRASTRUCTURE
EXHIBIT A1


Excess Material Placement Location
Remove sediment from existing basin. Enlarge basin, possibly improve drainage ditches and swales.
Potential Staging Area and Haul Route (typical)
SEE INSET TOP RIGHT
Excess Material Placement Location
2 ac
9 ac
10 ac
39 ac
2 ac
3 ac
23 ac
90 ac
16 ac
3 ac
16 ac
9 ac
5 ac
20 ac
8 ac
Fix Cave Ins
Replace structures, replace or line pipes, grading.
TERMINAL
TERMINAL RAMP
GA RAMP
RUNWAY 18-36
RUNWAY 4-22
RUNWAY 9-27
SEE INSET BOTTOM RIGHT
Fix drainage issue at fence. Pipe, grading, erosion control, fencing.
Grade and shape area holding water. Remove muck and topsoil so area drains.
Regrade area. Remove or fill pipes. New pipe and structures. New dry detention basin.
Pipe and Structure Cave-Ins
Potential Staging Area and Haul Route (typical)
Work Area Disturbance = 183 acres
Haul Route and Staging Areas = 25 acres
Excess Material Storage =49 acres
La Crosse Regional Airport
LA CROSSE REGIONAL AIRPORT DRAINAGE STUDY
LSE Drainage Project: Preliminary Work Areas, Haul Routes and Staging Areas
CLIENT PROJECT # 2309930-192528.01 XX/XX/XXXX
Mead & Hunt
Exhibit A-2

June 12, 2025

Hanan Mustafa
Federal Aviation Administration
2300 E Devon Ave, Room 320
Des Plaines, IL 60018-4696

Andrew Trimble
Wisconsin Department of Transportation
4822 Madison Yards Way, 5th floor South
Madison, WI 53705-9100

Subject: ***Airport Storm Drain Improvements – Design (100%) Plans***

Dear Ms. Mustafa and Mr. Trimble:

Please consider this letter notice of La Crosse Regional Airport's intent to obligate 100-percent airport capital budget funding to complete the *Airport Storm Drain Improvements, Phases 1, 2, and 3 Preliminary* and *Final Design* plans in an amount not to exceed $350,000.

Total project design cost is budgeted at $350,000 with FAA contributing $332,500 (95%), BOA contributing $8,750 (2.5%), and the Airport contributing $8,750 (2.5%).

Our intent is to complete the *Preliminary and Final Design* to release the project for bidding in early 2026, subject to FAA and BOA providing notice to proceed, prior to the start of the 2026 construction season. FAA, BOA, Mead & Hunt and the Airport have agreed upon the final design contract amount (attached). This project will use a portion of LSE's 2023 Entitlement grant.

Per our discussions, FAA and BOA agree to reimburse the Airport for FAA's ninety-five percent share and the State's two and a half percent share of eligible design costs through the construction grant.

Sincerely,

Jeffrey S. Tripp

Jeffrey S. Tripp, A.A.E.
Airport Director

CC: Shaundel Washington-Spivey, Mayor
La Crosse Regional Airport Aviation Board
Chad Hawkins, La Crosse Finance Director

Attachment: Mead & Hunt Engineer's Estimate of Probable Design Cost

LA CROSSE LSE REGIONAL AIRPORT

June 17, 2025

Honorable Mayor Shaundel Washington-Spivey
Common Council Members

Ladies and Gentleman:

The Aviation Board, at their last regular meeting, approved by unanimous vote, the *Resolution approving funds to design the Airport Storm Drainage System Improvements* project.

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

Respectfully Submitted,

Jeffrey S. Tripp

Jeffrey S. Tripp, A.A.E.
Airport Director

Aviation Board
OFFICERS • Chairman: Tamra Dickinson, Vice Chairman: Drake Hokanson
MEMBERS • Mark Haakenson, William Blank, Jeannie Groskreutz, Rick Cornforth
EX OFFICIO • Bradley Weber, Ryan Seib, Melissa Dubois

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0716

Agenda Date: 7/10/2025

Version: 1

Status: Recommended to be Adopted

In Control: Common Council

File Type: Resolution

Agenda Number:

25-0716

Resolution allocating unused Water Utility funds for the reconstruction of 31st Place from Green Bay St to Farnam St.

RESOLUTION

WHEREAS, a Capital Improvement Project was previously approved for 31st Place, as part of CIP #2025-0786; and

WHEREAS, additional underground utility work for replacement of watermain requires additional funds; and

WHEREAS, such funds are required to award the bid for this critical infrastructure project and it cannot be reasonably assumed that delaying the bid would result in lower prices; 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*:

Water Utility Reserve Funds	$223,000

And allocating those funds *to*:

CIP 2025 #786	$223,000

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

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID 25-0716

Caption Resolution allocating unused Water Utility funds for the reconstruction of 31st Place from Green Bay St to Farnam St.

Staff/Department Responsible for Legislation

Engineering & Public Works

Requestor of Legislation

Engineering

Location, if applicable

31st Place South from Green Bay St to Farnam St

Summary/Purpose

Additional funding for Water Utility work as part of 31st Place S project.

Background

Additional underground utility work for replacement of watermain requires additional funds.

Fiscal Impact

$223,000 from Water Utility Reserve Funds

Staff Recommendation

Approval

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0717

Agenda Date: 7/10/2025

Version: 1

Status: Recommended to be Adopted

In Control: Common Council

File Type: Resolution

Agenda Number:

25-0717

Resolution approving installation of replacement airport entrance monument sign at the La Crosse Regional Airport

RESOLUTION

WHEREAS, these funds are necessary to complete an additional capital project not included in the approved FY2025 Capital Budget; and

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes reallocation and use of Airport Operating Funds (600) to fund the following new capital project to be completed in as follows:

- $40,000 to install a replacement airport entrance monument sign.

BE IT FURTHER RESOLVED that the Director of Finance and the Director of the La Crosse Regional Airport are hereby authorized and directed to take all necessary steps to implement this resolution.

CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID: 25-0717

Caption: Resolution to appropriate funding to replace the Airport Road monument sign.

Staff/Department Responsible for Legislation

Airport

Requestor of Legislation

Jeffrey Tripp, Airport Director

Location, if applicable

La Crosse Regional Airport

Summary/Purpose

The airport monument sign at the intersection of Airport Road and Fanta Reed Road needs replacement and upgrade. The Airport would like to replace the existing sign with an internally lit sign similar to the one installed at the intersection of Fanta Reed Road and Dawson Avenue.

The estimate to install the sign is approximately $28,000. The original quote to install landscaping similar to the sign at Fanta Reed Road and Dawson Avenue was $21,000. To reduce the overall project cost, airport staff will purchase the landscape material and install using airport resources.

Background

Fiscal Impact

The Airport is requesting council authorization to pay for the project using Airport Operating Budget (600) funds in the amount of $40,000.

Staff Recommendation

Staff recommends approval of the resolution.

1450 Oak Forest Drive
P.O. Box 187
Onalaska, WI 54650
Phone (608) 781-1450
Fax (608) 781-1451

La Crosse Sign Group

PROPOSAL

Proposal No. **129159R1**

Date: 06/10/25

Proposal Submitted To:
LA CROSSE AIRPORT
Attn: MIKE MCCAFFREY
Kossl@lseairport.com
2850 AIRPORT RD
LA CROSSE, WI 54603

Phone: 608 789 7460

Fax:

Job Name and Address:
LA CROSSE AIRPORT
2850 AIRPORT RD
LA CROSSE, WI 54603

La Crosse Sign Group to provide the following upon acceptance of this proposal: Monument Sign

Update sign at corner or Airport Road and Fanta Reed Road.
One 6' high x 9' wide x 18" deep, double sided internally illuminated sign with rounded corners.
Faces: white pan formed polycarbonate plastic molded with white diffuser to keep the face from yellowing.
Colors: blue translucent vinyl background to be applied to the flat area of the panned face with all copy and border in white.
Sign includes: MET label, switch, photo cell and white LED lighting behind the face.
Sign supports: two 4" x 4" x .237" wall horizontal steel poles inside of sign welded to the vertical pole.
Vertical support pole: 6" x 6" x .250 wall x 20' long square steel pole.

Gray cladding: 8' high x 3' wide x 14" deep fabricated aluminum.
Black cladding: 6'10" high x 1'2" wide x 18" deep fabricated aluminum.

Install: pole set in one yard of concrete 8' deep. After concrete cures the sign to be installed and wired down to grade.
The old sign to be removed and disposed of. The poles cut off 8" below grade and holes covered in dirt.

Installed price $ 27,855.00
Plus tax unless tax exempt and sign permits costs if needed.

Any rocks and landscaping around the sign by La Crosse Airport.

Customer Initials: _____





NIGHT VIEW.





EXISTING SIGN.

Approved by:_____ Date:_____ Landlord:_____ Date:_____

*Colors on sketch are only a representation, actual color of finished product may differ from this sketch.
*To make the best use of standard sized materials and control costs the size of the finished product may vary slightly.

La Crosse Sign Group
lacrossesign.com
1450 Oak Forest Drive Onalaska, WI 54650 608-781-1450
2242 Mustang Way Madison, WI 53718 608-222-5353
2502 Melby Street Eau Claire, WI 54703 715-835-6189

This artwork is copyright La Crosse Sign Group and may not otherwise be used without permission. It is the property of La Crosse Sign Group and must be returned to them upon request.

LA CROSSE AIRPORT
2850 AIRPORT ROAD
LA CROSSE WI, 54603

Project
MONUMENT SIGN.

Consultant
JAMES FUCHSEL

Design Art
MICHAEL V JOLIN

ILLUMINATED MONUMENT SIGN.

Color Key
1
2

Job Number
129159

Creation Date
4/25/2025

Revision Date
4/29/2025

Revision Number

File Path

June 17, 2025

Honorable Mayor Shaundel Washington-Spivey
Common Council Members

Ladies and Gentleman:

The Aviation Board, at their last regular meeting, approved by unanimous vote, the *Resolution approving funds to complete the Airport Road Monument Sign* project.

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

Respectfully Submitted,

Jeffrey S. Tripp

Jeffrey S. Tripp, A.A.E.
Airport Director

Aviation Board
OFFICERS • Chairman: Tamra Dickinson, Vice Chairman: Drake Hokanson
MEMBERS • Mark Haakenson, William Blank, Jeannie Groskreutz, Rick Cornforth
EX OFFICIO • Bradley Weber, Ryan Seib, Melissa Dubois

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0682

Agenda Date: 7/10/2025

Version: 1

Status: Recommended to be Re-referred

In Control: Common Council

File Type: Resolution

Agenda Number:

Resolution approving the Pathways Held Leases program and authorizing staff to sign leases.

RESOLUTION

WHEREAS, the City of La Crosse is committed to addressing homelessness through its five-year plan, Pathways Home, which, in partnership with La Crosse County, aims to end homelessness in the city; and

WHEREAS, the Pathways Held Leases program, which is further detailed in documents attached to this legislation, is a key component of the Pathways Home plan, designed to provide stable housing for households experiencing homelessness with no, low, or moderate needs, who are connected with service providers to meet those needs; and

WHEREAS, the Pathways Held Leases program requires the City to enter into lease agreements with property owners and sublease these properties to eligible households experiencing homelessness; and

WHEREAS, to ensure efficient management of the Pathways Held Leases program, City staff will contract with a qualified property manager to oversee the program, including managing the list of available units, paying rent to property owners, collecting rent from tenants, establishing relationships with property owners, and handling any issues related to the units through a Request for Information (RFI) process; and

WHEREAS, delegating authority to the Director of Planning and Development to sign leases on behalf of the City will streamline the implementation of the Pathways Held Leases program, ensuring timely and efficient delivery of housing services; and

WHEREAS, the City received a $100,000 donation from Mayo Clinic in 2023 to support initiatives addressing homelessness and using this donation for the Pathways Held Leases is consistent with the intended purpose of supporting homelessness initiatives and aligns with the goals of the Pathways Home plan.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse approves the Pathways Held Leases program.

BE IT FURTHER RESOLVED that the Director of Planning and Development is hereby authorized to sign lease agreements and the property management contract on behalf of the City for the Pathways Held Leases program, initially utilizing the $100,000 donation from Mayo Clinic and, utilizing additional donations to continue the program in the future.

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

Pathways-Held Leases Program

Pathways-Held Leases
City of La Crosse ("City")
La Crosse County ("County")
Property Manager

Overview

1) Introduction

Pathways-Held Leases are designed to help people experiencing homelessness with imperfect rental histories and lower-level supportive services' needs find permanent, sustainable housing.

a) Apartment Distribution

i) The Plan will offer five units throughout the City of La Crosse as a starting point, with the potential to scale up to about 85 units as the process matures.

b) Application Process Overview

i) The City will hold a standard lease with landlords for their respective units.
ii) The City will then hold a sublease with tenants for those units.
iii) All prospective residents 18 years of age or older must complete and process a rental application.
iv) Each applicant must provide valid local, state, or federal government-issued photo identification for verification purposes at the time of application.

c) Rent Structure

i) Each household's rent cannot exceed the highest of:
(1) 30 percent of the household's monthly adjusted income, or
(2) 10 percent of the household's monthly gross income, or
(3) The portion of the household's welfare assistance, if any, that is designated for housing costs.

d) Security Deposits

i) Upon lease signing, Pathways Home will cover the security deposit equal to one month's rent as a standard.
ii) The security deposit will be returned to the City of La Crosse upon discharge from the program.

Household and Unit Eligibility Requirements

2) Eligibility Requirements for Households

The following criteria apply to households that are referred to the Pathways-held Leases program.

a) Pathways to Housing List.

i) All referred households must first be on the Pathways to Housing List. (This is a by-name list of every household experiencing homelessness in the City of La Crosse. It includes their level of

recommended case management to maintain housing and other information related to their housing wants/needs.) To be eligible for the Pathways to Housing List, a household must meet HUD's definition of Category 1 homeless. The Homeless Services Coordinator can make exceptions and will review each case on an individual basis.

b) Level of Support.

i) All households who are referred must have an accurately recommended level of need as none, light, or moderate. At the most basic level, a light level of support means minimally monthly check-ins and connections to wraparound supports. A moderate level of support means minimally once-a-week check-ins and connections to wraparound supports. However, the assigned case manager will constantly assess the level of need for the household. The Homeless Services Coordinator will have the final say on all identified levels of need. The Pathways Home Leadership team will provide training on how to use the tool to identify appropriate levels of case management.

c) Sole Residence

i) The apartment must be the applicant's sole residence in order for the applicant to be eligible for housing.

d) Applicant must have the ability to enter into a program and lease agreement.

e) The City of La Crosse holds the lease with the landlord/property owner and then subleases it to the tenant.

f) Household's participation in supportive services is a condition for referral into the program.

3) <u>Eligibility Requirements for Units</u>

The following criteria apply to units that may be used as part of the Pathways-held Leases

a) **Rent**

i) Must be Fair Market Rent or lower.

b) **Condition**

i) All units must pass a Housing Quality Standards Inspection.

Household Selection and Application Process

4) <u>Household Selection Process</u>

a) The Homeless Services Coordinator will oversee the list of available units, including, but not limited to, the landlord/owner, the city where the unit is available, the number of bedrooms, and the price. The Homeless Services Coordinator will make the final decision about which units are added to the list.

b) There are three ways a landlord's unit can get onto the list. In all three scenarios, the property manager will ensure that any units added to the list meet the eligibility requirements.

i) Landlords can contact the Homeless Services Coordinator.

ii) Landlords can contact the Property Manager.

iii) Case managers can identify landlords for the list or for specific households.

c) Case Managers will submit a referral form to the Homeless Services Coordinator, who will review it and approve it based on the eligibility and assessment criteria.

d) For a household to be matched with a landlord on the list, it must be on the Pathways to Housing List via one of the many referral sources.

e) Households must then be connected with a case manager who will assess their fit based on the recommended level of case management needs and other relevant factors.

f) If a household is identified as a potential fit, the case manager will discuss the potential for the program at Pathways Conferencing or contact the Homeless Services Coordinator to connect with the property manager.

g) The Homeless Services Coordinator will decide whether the household fits the program appropriately.

h) The Homeless Services Coordinator will then connect the Property Manager with the case manager.

i) The Property Manager, case manager, and household will work together to complete the application process. See more about the application process in Section VI titled "Application Process."

j) Property Management and the applicant will agree to a move-in date and sign the sublease on the agreed-upon date.

k) Day of Move-In

i) Property Management will coordinate the move-in process by providing the applicant with their keys for their apartment.

ii) If not previously completed, Property Management will complete a move-in inspection checklist with the household at this time.

5) <u>Application Process</u>

a) Application Requirements: A complete application may include the following information:

i) A written application submitted by the applicant's household.

ii) A criminal report ordered by Property Management.

iii) Verification of income, bank accounts, and other assets, etc., as applicable for each applicant household.

iv) The City of La Crosse will have the final say about whether a household is accepted based on their application.

6) <u>Incomplete Applications</u>

a) All incomplete applications will be returned with directions regarding the areas that need to be completed before they can be processed. Property Management and the case manager will work with applicants referred from the Pathways to Housing List to complete their applications.

7) <u>Completion of Application Process</u>

a) Property Management will notify all applicants of their application status within thirty (30) days after the date of the submitted application or within five business days of receipt of all required documentation, whichever is later (excluding weekends and designated Federal holidays).

8) Selection and Rejection Criteria

a) Meeting the eligibility requirements above does not mean that an applicant will receive an approved application. All applicants may also meet the following selection and rejection criteria. The ability of the applicant to fulfill lease obligations, along with any related explanations offered by the applicant concerning the facts involved, including any changes in circumstances, will be considered. An applicant may be rejected for one or more of the following reasons:

i) Falsification, misrepresentation, or withholding of information or submission of inaccurate and/or incomplete information on any application related to eligibility, award, or preference for admission, family composition, or rent.

ii) Adverse information received during the interview related to eligibility, received on the application and/or received from information contained in a consumer public records history report

b) Criminal History

i) Any household member that has a conviction of illegally manufacturing or distributing a controlled substance as defined in sec 102 of the Controlled Substances Act (21 U.S.C. 802).

ii) Any household member of the household is subject to a lifetime sex offender registration requirement under a state sex offender registration program.

iii) Any household member convicted in last 5 years of any crime that shows a demonstrable risk to tenant safety and/or property may be denied rental. Considerations in making the final determination for eligibility may include but are not limited to the nature and severity of the crime, the age at the time of the conduct, and the amount of time that has passed since the criminal conviction occurred. Mitigating factors may be considered on a case-by-case basis. The applicant shall provide any mitigating information or documentation that they would like the landlord to consider regarding any convictions.

iv) Criminal convictions that threaten the health and safety of the residents or staff.

c) **Current and previous landlords**

i) Unfavorable references regarding tenancy history within the past 3 years.

d) Anyone refusing to comply with housing program requirements, policies and/or procedures.

e) Pets are not allowed in the units.

Rejection and Appeal Process

9) Rejection Procedures and Appeal Process

a) **Written Notification**

i) Written/Emailed notice of denial will be provided unless waived by the applicant in writing. It will include an explanation of the Resident Selection Plan criteria that the applicant failed to satisfy. Each rejected applicant will be promptly notified in writing of the reason(s) for rejection.

b) **Review of Rejected Applications**

i) The applicant will have seven (7) days (excluding weekends and designated Federal holidays) to respond in writing to an appeal of the decision. If an applicant takes exception to the findings of the eligibility screening, the applicant is responsible for and has the right to contact the reporting agent/agencies. In the

event the discrepancy can be cleared up, the applicant will be reconsidered based on the new information. Any review of the applicant's written response will be conducted by the Director of Planning and Development. The applicant will be given a final written decision from the Director of Planning and Development within ten (10) days (excluding weekends and designated Federal holidays) of the written appeal. If the decision is reversed, the applicant will be offered a suitable unit. If no such unit is available, the applicant will be offered the next appropriate unit.

Roles, Responsibilities, and Decision-Making Authority

It is understood that the Parties must work together as a team to effectively meet the residents' needs. This level of collaboration will require exceptional, thorough, and timely communication among all parties. At the same time, the parties understand their separate and distinct responsibilities.

A. Manager

a. The Director of Planning and Development is the manager of this project, and the Homeless Services Coordinator serves as their primary point of contact.
   i. Acting as manager representative to both property management and supportive case managers throughout the life of the project;
   ii. Evaluating ongoing service, landlord, and property management performance with suggestions for improvement;
   iii. Monitoring, minimizing, and where appropriate, attempting to resolve evictions and potential disputes between property management, supportive services providers and households;
b. Manager has final decision-making authority regarding the execution and performance of day-to-day activities. Consistent with the Parties' mutual goal of operating a successful program, Manager shall seek input from Property Management and Case Manager on all significant decisions and activities.

B. Referral and Case Manager.

a. Case Manager will provide referrals for the Pathways-held leases and support services to those units' households.
b. Details about the units and Household Selection are included within this plan.
c. The Case Manager may be provided directly or by arrangement with other service providers. Case Manager will have two main goals in performing these supportive services:
   i. Assisting the household in maintaining their housing; and
   ii. Assist the household in working toward self-sufficiency.
d. Case Manager will participate in and provide any relevant information, data, and performance measures that may be required and requested by the Director of Planning and Development in coordination with Property Management.

C. Property Management.

a. ____ will be responsible for the overall operations of the leased units, including repairs and other related services, including these activities:
   i. Preparing all budgets and cost estimates related to the units,
   ii. Provide the manager with monthly financial reports and any other required information.
   iii. Maintaining a fully leased program with the assistance of Case Manager for the units;
   iv. Carrying out rent collection and administration;
   v. Overseeing household relations with management with respect to:

1. Notices
2. Evictions
3. Enforcement of unit rules, policies and procedures;

vi. Providing monthly reports on housing retention, at-risk households due to lease violations or warnings, and any eviction prevention measures being performed.

b. Property Manager will participate in and provide all information, data, and performance measures as required and requested by the manager.

c. Rental Payments and Security Deposits.

i. Pathways Home will give the property manager the funds to handle all new qualifying households applying for housing. Each household is required to disclose all sources of income. Each household's rent cannot exceed the highest of: 30 percent of the household's monthly adjusted income, or 10 percent of the household's monthly gross income, or the portion of the household's welfare assistance, if any, that is designated for housing costs.

D. Contacts

a. The following are the lead contacts for the Parties:

i. County: Jim Drees, Homelessness Response System Manager, La Crosse County

ii. City: Andrea Trane, Director of Planning and Development, City of La Crosse

iii. Property Management:

The Parties shall have ongoing project meetings to coordinate activities and make decisions regarding the project. It is understood that the lead contacts may change over time, and the Parties shall notify each other about contact changes.

CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID 25-0682 Caption Resolution approving the Pathways Held Leases program and authorizing staff to sign leases.

Staff/Department Responsible for Legislation

Planning and Development Department

Requestor of Legislation

Brian Sampson, Homeless Services Coordinator

Location, if applicable

Summary/Purpose

Pathways Held Leases are designed to help people experiencing homelessness with imperfect criminal and rental histories and lower-level supportive services needs find permanent, sustainable housing. The program requires the city to enter into lease agreements with property owners and sublease those properties to eligible households experiencing homelessness.

To ensure efficient management of the Pathways Held Leases Program, City staff will contract with a qualified property manager to oversee the program, including managing the list of available units, paying rent to property owners, collecting rent from tenants, establishing relationships with property owners, and handling any issues related to the units through a Request for Information (RFI) process.

Approving this resolution will allow the City to implement a 5-to-6 unit pilot of Pathways Held Leases.

Background

The City of La Crosse is committed to addressing homelessness through it's five-year plan, Pathways Home, which, in partnership with La Crosse County, aims to end homelessness in the city. The Pathways Held Leases Program is a key component of Pathways Home and is designed to provide stable housing for households experiencing homelessness with lower-level supportive services needs.

Fiscal Impact

There will be no City funds used for this program. The City received a $100,000 donation from Mayo Clinic to support initiatives addressing homelessness.

Staff Recommendation

Staff recommends approval.

Pathways Held Leases

Annual Budget Projection

Line Item	Cost Per Unit (Monthly)	Cost per Unit (Annual)
Fair Market Rent (1BR)	$912	$10,944
Security Deposit	$912	$912
Utilities Estimate	$150	$1,800
Renter's Insurance	$14	$168
Property Manager Fee	$105	$1,260
Damages	TBD	TBD
Total	**$2,093**	**$15,084**
4 Units		$60,336
5 Units		$75,420
6 Units		$90,504
7 Units		$105,588

Pathways-Held Leases Program

Pathways-Held Leases
City of La Crosse ("City")
La Crosse County ("County")
Property Manager

Overview

1) Introduction

Pathways-Held Leases are designed to help people experiencing homelessness with imperfect rental histories and lower-level supportive services' needs find permanent, sustainable housing.

a) Apartment Distribution

i) The Plan will offer roughly six units throughout La Crosse County as a starting point, with the potential to scale up to about 85 units as the process matures.

b) Application Process Overview

i) The City will hold a standard lease with landlords for their respective units.
ii) The City will then hold a sublease with tenants for those units.
iii) All prospective residents 18 years of age or older must complete and process a rental application.
iv) Each applicant must provide valid local, state, or federal government-issued photo identification for verification purposes at the time of application.

c) Rent Structure

i) Each household's rent cannot exceed the highest of:
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i) Upon lease signing, Pathways Home will cover the security deposit equal to one month's rent as a standard.
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3) <u>Eligibility Requirements for Units</u>

The following criteria apply to units that may be used as part of the Pathways-held Leases

a) **Rent**
   i) Must be Fair Market Rent or lower.

b) **Condition**
   i) All units must pass a Housing Quality Standards Inspection.

Household Selection and Application Process

4) <u>Household Selection Process</u>

a) The Homeless Services Coordinator will oversee the list of available units, including, but not limited to, the landlord/owner, the city where the unit is available, the number of bedrooms, and the price. The Homeless Services Coordinator will make the final decision about which units are added to the list.

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i) Unfavorable references regarding tenancy history within the past 3 years.

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Rejection and Appeal Process

9) Rejection Procedures and Appeal Process

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Roles, Responsibilities, and Decision-Making Authority

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    ii. Evaluating ongoing service, landlord, and property management performance with suggestions for improvement;
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C. Property Management.

a. ____ will be responsible for the overall operations of the leased units, including repairs and other related services, including these activities:
    i. Preparing all budgets and cost estimates related to the units,
    ii. Provide the manager with monthly financial reports and any other required information.
    iii. Maintaining a fully leased program with the assistance of Case Manager for the units;
    iv. Carrying out rent collection and administration;
    v. Overseeing household relations with management with respect to:
        1. Notices

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D. Contacts

a. The following are the lead contacts for the Parties:

i. County: Jim Drees, Homelessness Response System Manager, La Crosse County

ii. City: Andrea Trane, Director of Planning and Development, City of La Crosse

iii. Property Management:

The Parties shall have ongoing project meetings to coordinate activities and make decisions regarding the project. It is understood that the lead contacts may change over time, and the Parties shall notify each other about contact changes.

Pathways-Held Leases Strategy

Overview: The Pathways-Held Leases Strategy is an initiative that partners with landlords to provide stable, permanent housing for households experiencing homelessness with lower-level supportive services' needs. It connects them to leases through a subleasing model, supporting households with case managers who offer monthly or weekly check-ins and wraparound services tailored to the unique needs of each household.

Roles and Responsibilities

Households	Landlords	Property Manager	Case Manager	City of La Crosse
Follow all lease requirements and expectations.	Sign standard leases with City of La Crosse.	Handles all unit showings and lease signings.	Refer Households for the strategy.	Oversee implementation of the strategy.
Engage in ongoing supportive services after move-in.	Provide Households with affordable housing that complies with all state and local codes.	Pay rent and utilities to landlords and collect rent from households.	Assess households for recommended level of supportive services needs.	Ensure Households are connected with recommended level of support prior to move in.
Proactively communicate concerns with case manager.	Communicate concerns regarding tenants with Property Manager.	Maintain documentation of lease paperwork.	Provide Households with recommended level of support, including referrals to wraparound supports.	Ensure referred households meet the eligibility and assessment criteria.
Pay 30% of income for rent.		Point of contact for any landlord concerns that may arise.	Communicate issues between Household and Property Manager.	Provide Property Manager with funds to pay rent and other fees.
		Communicate with Homeless Services Coordinator.	Regular in-unit meetings with households.	Ongoing evaluation of the strategy.

Pathways-Held Leases Strategy

Partnership Agreement

Overview: The Pathways-Held Leases Strategy is an initiative that partners with landlords to provide stable, permanent housing for households experiencing homelessness with lower-level supportive services' needs. It connects them to leases through a subleasing model, supporting households with case managers who offer monthly or weekly check-ins and wraparound services tailored to the unique needs of each household.

Population Served: Households who are experiencing literal homelessness (the household lacks a fixed, regular, and adequate nighttime residence. E.G., has a primary nighttime residence that is a public or private place not meant for human habitation, is living in a shelter, etc.) in the city of La Crosse, identified as needing no, light or moderate case management support, and are working with a case manager to provide that support.

Length of Support: The unit may be offered until a Household is able to maintain a lease of their own.

Referral Process: The City of La Crosse's Homeless Services Coordinator will review referrals to determine who will be placed in available Pathways-Held Leases units. Referrals will come from service providers working with households experiencing homelessness in the community.

Step	Action Taken	Timeframe
Referral	1. Case Manager completes the Pathways-Held Leases referral form and sends it to the Homeless Services Coordinator. 2. Case Manager also sends in a Release of Information that allows the Case Manager, Household, City of La Crosse, and Property Manager to share information related to the Household.	
Review	1. Homeless Services Coordinator reviews referral for eligibility and assessment criteria.	1-3 business days

	2. If approved, Homeless Services Coordinator emails Case Manager, Property Manager, and Household to move forward with unit selection. 3. If declined, Homeless Services Coordinator emails Case Manager and Household why.	
Unit Selection	1. Property Manager reviews the list of available units with Case Manager and Household. 2. Property Manager sets up viewings with Household and Case Manager for units Household is interested in. 3. Household selects the unit they want.	3-5 Business Days
Lease Signing	1. Property Manager, City of La Crosse, Household, and Case Manager sign the Partnership Agreement. 2. Planning Director signs the lease on behalf of the City. 3. Household signs the sublease with the Property Manager.	1-3 Business Days
Move-In	1. Property Manager, Household, and Case Manager complete Move-In Condition report. 2. Household moves in!	1-3 Business Days

Partnership Expectations

Household Partnership Agreement: This agreement is to be reviewed with the Household, Property Manager, and Case Manager before moving into a Pathways-Held Lease unit. Pathways-Held Leases are voluntary housing options that involve a partnership among the Household, Case Manager, and Property Manager.

The Landlord, Case Manager, Household, Property Manager, and the City agree to use their best efforts to meet the expectations set out below:

Expectations of Case Managers:

1. Prior to referring Households for tenancy, the Case Manager will work closely with the Household to conduct a preliminary evaluation to identify the level of case management needed and whether the Household meets the strategy's eligibility requirements.
2. The Case Manager will ask the Household to sign a Release of Information (ROI) to allow the four parties to share housing-related information regarding the Household. The Case Manager will supply the Homeless Services Coordinator with a copy of this ROI at the point of referral.
3. The Case Manager will provide ongoing support services, which may include individual goal planning, coordination with other community services such as job training, referral to community resources, and money management assistance to the Household during their enrollment in the strategy.
4. The Case Manager will have at least one in-person meeting with the Household a month if they are identified as needing a low level of support and at least one in-person meeting a week if they are identified as needing a moderate level of support.
5. The Case Manager will communicate any issues the Household has about the unit with the Property Manager.
6. The Case Manager will help the Household develop written plans to address any issues that arise related to their tenancy and provide the plan to the Property Manager.
7. Though the Case Manager is committed to providing ongoing support services to the Household they refer, extraordinary circumstances may arise where the case management cannot continue (the Case Manager will do everything they can to re-assign the Household to a new agency or case manager). In such situations, the other parties may discontinue the partnership agreement.
8. The Case Manager will continue to provide case management until the Household, Case Manager, and Homeless Services Coordinator all agree it is no longer needed.
9. The Case Manager will review the move-in condition report, lease agreement and expectations with the Household prior to move-in.

Expectations of Household

1. Abide by all tenancy requirements, as specified in my Lease Agreement.
2. Engage in ongoing support services after move-in, as offered and provided by my Case Manager.
3. Proactively communicate about any potential issues with my rental dwelling and/or lease agreement by contacting my Case Manager.
4. Pay 30 percent of my income to the Property Manager every month for rent.

Expectations of Property Manager

1. Handles all unit showing for prospective Households.
2. Is the point of contact for Landlords for any issues that may arise.
3. Communicate any Landlord concerns to the Case Manager and Household.
4. Maintain documentation of each lease, sublease, and move-in condition report for every Household enrolled in the lease.
5. Pay rent and security deposits to Landlord.
6. Pay utilities.
7. Collect rent from Household.
8. Communicate any issues or concerns between parties.
9. Ensure a move-in condition report is completed with the Case Manager and Household before a Household moves in.
10. Ensure Partnership Agreements are signed between the parties before a Household moves in.
11. Communicate any issues that may arise with the Homeless Services Coordinator.

Expectations of City of La Crosse

1. Ensure that referred Households meet the strategy's eligibility and assessment requirements.
2. Ensure that referred Households have the recommended level of case management support prior to move in.
3. Make all final decisions about which households move into which units.
4. Sign leases with property owners.
5. Oversee the implementation of the strategy with all parties involved.
6. Provide Property Manager with funds to pay rent and other fees.
7. Ongoing evaluation about the strategy's outcomes.

Rental Lease Agreement: Each Household will be required to sign a Rental Lease Agreement between each adult tenant and the City of La Crosse. All parties will review and agree upon specific terms of the Rental Lease Agreement before moving into a Pathways-Held Leases unit.

This agreement outlines the components for participation in Pathways-Held Leases. By signing below, we acknowledge our understanding and acceptance of the terms outlined in this agreement and that disengagement from any of the outlined components may result in being discharged from a Pathways-Held Lease. Discharge from Pathways-Held Leases will include being asked to vacate a housing unit. We recognize that adherence to these guidelines is crucial for the success of our participation in Pathways-Held Leases.

To Whom It May Concern,

My name is Jason Conrad and not long ago, I was homeless. I was on and off the streets for 8-9 years. I know firsthand how hard it is to move forward in life when you don't have a place to sleep, a door to lock, or a place to just be. Today, I'm housed, stable, and rebuilding my life—but I couldn't have gotten here without support and someone willing to give me a chance.

That's why I'm writing in strong support of the Pathway-Held Lease Program being proposed.

This program is exactly the kind of pathway people like me need. Not everyone coming out of homelessness needs intense services. Many of us are ready to live independently—we just need a safe, supported starting point and someone willing to take a chance while we rebuild. A City-held lease provides that foundation. It allows people to:

- Build positive rental history, often for the first time in years.
- Prove themselves as good tenants, without being immediately judged by past evictions, criminal history or credit issues.
- Work toward independence, with clear steps and supportive accountability.
- Stabilize in housing, while continuing to work, heal, and plan for the future.

I've seen so many people, including myself in the past, held back because landlords won't take a chance on someone with no current housing, even when they're ready and able to pay rent and take care of a home. A program like this removes that first barrier and builds a bridge—for both the tenant and the landlord and because the City is holding the lease, it offers landlords peace of mind with guaranteed rent and support behind the scenes if problems arise.

This is a chance for people to reclaim their lives with dignity and responsibility. I'm proof that when someone is given stable housing and the right level of support, they don't just survive—they thrive. This program would have done so much for me at the time I was looking for a

place as I was in a good spot in my life, but unfortunately, landlords were not willing to accept my applications due to my lack of rentals and other factors.

Thank you for considering this important investment in our community. With the right structures in place, we can end homelessness—not just by getting people into housing, but by setting them up to succeed.

I have also attached a picture of myself while at Driftless Recovery and a write up they did for me prior to my move into my own apartment (see below).

Sincerely,



Jason Conrad



Tonight at our sober house meeting we had the bittersweet experience of saying goodbye to Jason. Jason is a warrior and a great example of self discipline, personal accountability, drive, and dedication to his recovery. He pivots to the positive when met with adversity and works the problem without a complaint. Jason has been with us at the house for 11 months. Prior to the house he was homeless for years and struggled significantly with substance misuse. In his 11 months at the house he has gone back to school at WTC and completed his GED, got back to working 40+ hours per week earning a phenomenal wage with a major employer,, has remained 100% sober the entire time, and has saved enough money to now take the next step into his own house. We couldn't be more proud of you, Jason. Keep on being you!

Like Comment Send Share

836 24 shares

MAYO CLINIC
HEALTH SYSTEM

Dear Members of the Finance and Personnel Committee,

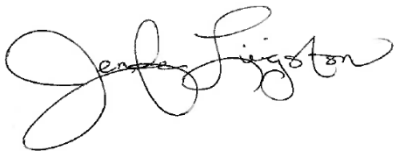
On behalf of Mayo Clinic Health System, I am writing to express our support for the resolution that would authorize the City of La Crosse to sign leases and subleases as part of the Pathways-Held Leases Strategy.

When Mayo Clinic Health System made a $100,000 donation to support the Pathways Home initiative in 2023, we did so with full confidence in the City's leadership to develop innovative and thoughtful solutions to address homelessness in our community. We are pleased to see that vision coming to life through this pilot strategy.

This effort reflects the kind of collaborative and proactive approach we know is needed to reduce housing instability—an issue that directly impacts individual and community health. As a health care organization, we recognize that housing is more than shelter; it is a foundation for well-being.

We appreciate the City's continued work to bring forward practical, people-centered solutions like this and encourage the Finance and Personnel Committee—and later the Common Council—to support this resolution. Mayo Clinic Health System remains committed to working together to build a healthier, more stable community for all.

Sincerely,



Jennifer Livingston

Director of Community Engagement

Mayo Clinic Health System

Craig, Sondra

From: Kelly <kellysueleibold@gmail.com>
Sent: Wednesday, July 2, 2025 6:10 PM
To: ZZ Council Members
Subject: Support of Housing Resolution and Opposition to More Security

*** **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. ***

Good afternoon! I wanted to send a quick message about two resolutions that are up for discussion tomorrow and again next Thursday night.

Resolution 25-0682 aims to help individuals with rental or criminal background barriers access housing, funded by a generous donation from Mayo so there's no impact on the city budget. This also supports the excellent work Pathways Home is doing, so I strongly encourage you to vote YES on this!

Resolution 25-0723 allocates $115,000 for security in downtown parks. I believe this funding is misdirected and encourage you to vote NO. The previous council's camping bans have already set back our progress on the Pathways Home plan, and adding more security will only hinder it further.

Thank you for taking the time to read this and for your service to the community. I know it's a challenging job, but it's also incredibly important and rewarding. Stay safe, have a great holiday weekend!

Kelly Leibold
507-272-5408

Craig, Sondra

From: Britney Zeimentz <britney.zeimentz@gmail.com>
Sent: Wednesday, July 2, 2025 6:46 PM
To: ZZ Council Members
Subject: Support 25-0682 / Oppose 25-0723

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

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Dear City Council Members,

I'm writing to express my strong support for Resolution 25-0682 and my opposition to Resolution 25-0723.

Please vote YES on 25-0682. This resolution supports housing for people experiencing homelessness who may have rental or criminal history barriers. It's a smart use of donated funds (not city budget dollars) and a step forward for our community.

Please vote NO on 25-0723. Spending $115,000 on park and ramp security will not help address homelessness and could undermine long-term solutions like the Pathways Home plan.

Thank you for your time and service.

Sincerely,

Britney Zeimentz

Craig, Sondra

From: Paisley Sichone <paisleyja@hotmail.com>
Sent: Thursday, July 3, 2025 9:08 AM
To: ZZ Council Members
Subject: Resolution 25-0682 – Housing Access for All & Resolution 25-0723 – $115,000 for Park Security

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

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I am writing in support of Resolution 25-0682 – Housing Access for All. There are so many barriers for folks who are experiencing homelessness and this resolution would reduce some of those barriers. I work with Pathways and this would fit in line with our mission and goals.

I would also like to express my opposition of Resolution 25-0723 – $115,000 for Park Security. There have already been multiple ordinances passed that criminalize homelessness. This is another step down that path. Park security is unnecessary and the money would be better spent providing services for people who are struggling.

A lack of affordable housing is the root cause of homelessness. We need to recognize that this is a systemic problem and the folks that are suffering the most are not the ones to blame. We need to work towards long-term goals to increase affordable housing and not work from a place of fear. Resolution 25-0682 is a step in the right direction and Resolution 25-0723 is a few steps in the wrong direction.

Thank you for your time.

Paisley Sichone

Craig, Sondra

From: Mac Kiel <mccanna2@gmail.com>
Sent: Wednesday, July 2, 2025 5:28 PM
To: ZZ Council Members
Subject: Please Support 25-0682

mccanna2@gmail.com appears similar to someone who previously sent you email, but may not be that person. Learn why this could be a risk

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Hi Council Members!

I hope you all are doing well and I miss seeing you all in person on a regular basis (don't worry I can't get out of it so I still enjoy watching meetings or recordings to stay up to date :))

I'm writing to ask you to support Resolution 25-0682 at F&P and then again at the Council meeting next week. This is an amazing opportunity to support the work Pathways Home is doing in our community and to help people who are ready to live on their own but are getting turned away simply because of their rental or criminal background.

I personally know many people that would benefit from these specific rentals as they have worked hard to be in a better place and worked hard to be their best selves but still find it hard to move forward because of choices they made in the past that continue to follow them. There are people in this community who are doing the work, ready for stability, and just need the door opened a little. This resolution does exactly that.

Please vote yes on 25-0682. It's a small step with a big impact.

Thank you for reading and as always I am sending you all good vibes as every vote can be a very difficult one and I appreciate all that you all do to research and be informed when you are voting.

Have a great rest of your day and feel free to reach out to me with any questions!

Mac Kiel

La Crosse Resident and former City Council member that can't seem to stay away :)

Craig, Sondra

From: coral clouds <xboxlover040@gmail.com>
Sent: Saturday, July 5, 2025 1:50 PM
To: ZZ Council Members
Subject: Support of resolution 25-0682

Some people who received this message don't often get email from xboxlover040@gmail.com. Learn why this is important

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Hello city council members,
My name is Lily and I am a constituent residing in La Crosse county. I am writing to express my support of resolution 25-0682, which would approve the leases held by Pathways home. These leases will help people secure housing, which is crucial in our city.

Thank you for your time and consideration

Craig, Sondra

From: Andrew <andrewscottaustin1111@gmail.com>
Sent: Thursday, July 3, 2025 5:37 PM
To: ZZ Council Members
Subject: support for 25-0682

Some people who received this message don't often get email from andrewscottaustin1111@gmail.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. ***

Dear City Council Members, first of all thank you for your time and consideration. My name is Andrew Austin and I am writing to offer my strong support and personal insights regarding funding to lease housing units to those with rental barriers, including criminal records.

I have lived experience in this area. I have a criminal record and have struggled with the feeling of being stuck or desperate because of not having a safe stable place of my own. I realize we are responsible for our own choices but the housing options offered for people on supervision or with records make it very difficult to make the moves necessary. I'm speaking of places like The Attic Correctional Services Apartments. I have been a resident in these places many times and they are full of people using and selling drugs. To a person in a desperate situation this offers an easy way to make fast money or feel better. The Salvation army is the same.

I am currently at the Driftless House and am experiencing real success. I am sober, working and feel better that I have in a very long time. But that is because I have a safe place to stay away from the places and people who I used to associate with. The Driftless House has a 70 person wait list. If other people people were given a safe place to start over I guarantee the money invested would be returned many times over, and the ripple effect from them being productive members of the community would be huge. Less crime, less community resources, I'm sure they would be parents, so even their children would experience better circumstances.

Thank you all for your time,

Sincerely, Andrew Austin

If you want to speak on an agenda item, please sign up at least 10 minutes before the start of the meeting.

Registration slips are not collected once the meeting begins but will be made part of the record.

MEETING REGISTRATION

Name: Jim Dreses **Date:** 7-3-2025
PLEASE PRINT

Municipality of Residence: Vernon County

Representation: La Crosse County Human Services – Pathways Home
If you are representing an organization or person other than yourself at this meeting.

Agenda Item #: 25-0682
Please fill out a separate sheet for each piece of legislation in which you are registering.

Do you support or oppose the agenda item?

- [x] Support
- [ ] Oppose
- [ ] Neither support nor oppose

Do you want to speak?

- [ ] Yes, I want to speak.
- [ ] No, I do not want to speak.
- [x] I do not want to speak, but I am available to answer questions.

Craig, Sondra

From: carla.lundeen@icloud.com
Sent: Tuesday, July 8, 2025 8:45 PM
To: ZZ Council Members
Subject: Resolution 25-0682

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Hello,
I respectfully ask you to vote no on the referral action for Resolution 25-0682 and instead vote yes to pass this resolution.
Passing this resolution will be good for the city and our neighbors struggling to find/retain safe, stable, and affordable housing.
In my daily work, I encounter really wonderful people who just need a little extra support to be successful and having a place to live is one big part of achieving that success. Fortunately, the Pathways Home program has the resources to support people to be successful.
Thank you for reading and, again, I would ask that you vote no on the referral action and instead vote yes on this resolution.

Carla Lundeen

4333 Meadowlark Lane, La Crosse, WI 54601
608-797-9590
Forever is composed of nows ~ Emily Dickinson
Sent from my iPhone

Craig, Sondra

From: Kim Cable <kimcable25@gmail.com>
Sent: Wednesday, July 9, 2025 6:46 AM
To: ZZ Council Members
Subject: Pathways Proposal

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Dear Members of the City Council,

I urge you to vote no on the referral of this referendum and vote "yes" to approve the resolution.

We are in desperate need of housing for our most vulnerable population. This proposal is solid. Any issues that are causing concerns, can be dealt with as the program moves forward, just like any new endeavor!

We know that if we continue to do nothing, then nothing will happen, aside from an expanded homeless population. Think about that! Is that something we want for our community?

Here are some points that I think are worth considering:

This is not forced on ANY landlords and they can choose to participate or not - we shouldn't be deciding for the landlords if they are willing to do this - the landlords can decide that on their own and if it truly is not enough money they will choose not to participate.

The language of "roughly" being in the resolution is important because these are 5 totally different people in 5 different rentals - you cannot assume that any of them are going to need the same level of check ins. Maybe one of them needs it once a week, maybe another needs it once a month - we shouldn't be micromanaging the caseworkers when they know best what is needed for these people they have built relationships with.

To the idea that this population damages property - this is a huge stereotype that is thrown on to those that have experienced homelessness and damage to a property can come from ANY population, rich or poor. This is not a reason to stop this program from moving forward.

Thank you for your consideration of this critical matter.

Sincerely,
Kim Cable

Craig, Sondra

From: Matthew Rumde <matthewrumde@gmail.com>
Sent: Tuesday, July 8, 2025 9:47 PM
To: ZZ City Clerk External
Subject: Written Comment for City Council and F&P 8/07

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Dear Members of the La Crosse Common Council,

I am writing to share my thoughts on File 25-0682 regarding the City's proposed leases in support of Pathway Homes.

I strongly support the intent behind this effort: to provide immediate shelter for individuals experiencing homelessness. It is encouraging to see our community partnering with organizations like Pathway Homes to help address urgent housing needs, and I commend the generous $100,000 donation from Mayo Clinic that makes this possible.

At the same time, I have some reservations about the long-term financial implications. While I understand the project is currently designed to require no city funds, I remain skeptical that no further funding will be needed—particularly for potential repairs or damages to the leased properties, which have yet to be fully detailed. I believe it would be prudent for the Council to undertake extensive vetting of these leases, including clearer plans on how unexpected costs will be managed and who bears responsibility—ideally ensuring that all expenses remain within the scope of the $100,000 Mayo Clinic donation without requiring further city funding.

Additionally, while emergency shelter is a critical first step, I encourage the Council and program partners to carefully consider how to address underlying root causes of homelessness—such as mental health challenges, substance use, and economic instability—to help ensure that housing remains stable in the long term.

Overall, I hope the Council will continue to move thoughtfully, balancing compassion with due diligence, so that this program can succeed sustainably long-term.

Thank you very much for your time and for your commitment to our community.

Sincerely,

Matthew Rumde

Craig, Sondra

From: Clara Rush <cerush26@gmail.com>
Sent: Wednesday, July 9, 2025 10:24 AM
To: ZZ Council Members
Subject: Pathways Held Leases Program

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Hi!

I'm a La Crosse resident, (804 Cass St. #425, if you need my address!). I'm writing to ask council members to vote NO on the referral of 25-0682 and YES to pass the resolution. From what I understand, the Held Leases Program does not force landlords to cooperate, and it provides a way to get low case management folks off the street. As someone who used to work with the unhoused population in another city, it's the low case management folks who often get left behind, as they get considered lower need. A program like the Pathways Held Leases can do a lot of good by filling in that gap.

Thanks!
Clara

Clara Rush
she/her/hers
(314)-882-2549

Craig, Sondra

From: Sara Nelson <nelsar7@gmail.com>
Sent: Wednesday, July 9, 2025 11:06 AM
To: ZZ Council Members
Subject: Support Real Solutions to Homelessness – Vote Yes on Resolution 25-0682 and No on 25-0723

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Dear Members of the La Crosse City Council,

I'm writing to urge you to support **Resolution 25-0682 – Housing Access for All** and to oppose **Resolution 25-0723 – $115,000 for Park Security.** These decisions will significantly shape how our community addresses homelessness—not just through short-term fixes, but with long-term, compassionate solutions.

Resolution 25-0682 presents an opportunity for real progress. By allowing the City to lease housing units and sublease them to individuals experiencing homelessness, we open doors for people who are ready to live independently but face barriers due to rental or criminal histories. These are not individuals without hope or drive—they are community members seeking a fair shot at stability.

This program:

- Uses **no City funds**, relying instead on generous support from **Mayo Clinic**.
- Aligns directly with the **Pathways Home initiative**, reinforcing our commitment to evidence-based, person-centered solutions.
- Offers a dignified pathway out of homelessness and into long-term housing, which benefits not only those housed, but the health, safety, and wellbeing of our entire community.

In contrast, **Resolution 25-0723** would allocate **$115,000 in City funding** toward increased security in downtown parks and parking ramps. While public safety is undoubtedly important, this investment does not address the root causes of homelessness. In fact, it risks deepening the barriers for the very people we aim to support through Pathways Home. Surveillance and policing alone will not build trust or create lasting change—it will only push people further to the margins.

Please vote **YES on Resolution 25-0682** and **NO on Resolution 25-0723**. Let's invest in people, not just policing.

Thank you for your time and your commitment to building a stronger, more equitable La Crosse.

Sincerely,

Sara Nelson

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0712

Agenda Date: 7/10/2025

Version: 1

Status: Recommended to be Adopted

In Control: Common Council

File Type: Resolution

Agenda Number:

Legal Department – 789-7511

Legal Memorandum

To: Common Council

Cc: Mayor Shaundel Washington-Spivey; Council President Tamra Dickinson

From: Stephen F. Matty – City Attorney

Date: July 9, 2025

Re: Legistar #25-0712 -Resolution approving agreements with Town of Medary concerning fire protection and building and inspection services..

After further discussion with the City's insurance consultant, the Legal Department recommends that the Common Council amend the Contract and Exhibit A to the Building & Inspection Contract for the Town of Medary to be amended as identified in the attachments in Legistar. According, the Legal Department recommends that this legislative item be held out from the Consent Agenda and further amended for adoption.

Thank you.

* * *

Amended Resolution approving agreements with Town of Medary concerning fire protection and building and inspection services.

RESOLUTION

WHEREAS, on November 14, 2019, the City of La Crosse and the Town of Medary entered into an Agreement for Fire Protection, First Responder, Rescue and Inspection Services in Resolution #19-1588, which was adopted on December 12, 2019 and

WHEREAS, the parties desire to amend the agreement, and

WHEREAS, the parties also wish to memorialize an Agreement for Building Permit and Building Inspection Services.

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of La Crosse that the City Council hereby approves the Agreement for Fire Protection, First Responder, Rescue and Inspection Services and the Amended Agreement for Building Permit and Building Inspection Services.

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

BE IT FURTHER RESOLVED that City staff is hereby directed to take any and all steps necessary to effectuate the same.

AGREEMENT FOR BUILDING PERMIT AND BUILDING INSPECTION SERVICES

This Agreement for Building Permit and Building Inspection Services (herein "Agreement") is made effective as of January 1, 2025, by and between the **City of La Crosse**, Wisconsin (herein **"City")** and the **Town of Medary**, Wisconsin (herein "Town") (collectively herein "Parties").

WHEREAS, the City has a Fire Department, which oversees a division that provides building permit and building inspection services; and

WHEREAS, the Town is adjacent to the City and the Town desires the City to provide certain building permit and building inspection services within the Township**;** and

WHEREAS, the Parties wish to set the following terms for their respective commitments, understandings, rights and obligation as more fully described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the Parties agree as follows:

1. **Term.** The City will provide building permit and building inspection services for a term commencing on January 1, 2025 and ending upon a Notice of Termination by either party, as described more fully below.

2. **Scope of Services.** The City will review applications submitted for building, electrical, HVAC, and plumbing permits, issue such permits, and perform related inspections in accordance with Wis. Admin Code. § SPS 316, 320-325, 361-366, 381, 382, 384, and City Ordinances. These Ordinances are subject to change as approved by the City Council. This Agreement does not extend to any sewer related services.

3. **Permit Applications**. All permit applications shall be submitted with documents as required by the City, including approvals from La Crosse County requiring zoning or other La Crosse County regulations.

4. **Website Information**. The City will maintain a website link to all related Town permits and customer support information. The Town will utilize and share this link to connect Town citizens with the permit application process.

5. **Records Retention**. The City will maintain storage of copies of all necessary permit documentation in accordance with City records retention policy. All final documents and records will be filed and stored by the Town in accordance with the Town's records retention policy.

6. **Notices/Orders**. Notice of violations and non-compliance shall be provided in writing by the City to the Town. Any and all Citations, Notices and Orders based upon violations and non-compliance shall be issued by the Town.

7. **Annual Report**. A detailed annual report of Town permits issued by the City will be provided to the Town. The list will be provided by March 1st of the following year.

8. **Payment/Permit Fees**. In consideration for the permit and inspection services provided herein, all permit fees will be billed by the City directly to the permit requestor.

a. The Town agrees that the permit fees charged by the City for inspection services shall be equal to those required by Appendix C of the City Municipal Code of Ordinances. This is subject to change as approved by the City Council.

b. The Town may elect to add a processing and filing fee above the established permit fees. Any such additional administrative fees shall be payable to the Town.

c. In consideration of the Agreement for Fire Protection, First Responder, Rescue and Inspection Services Agreement between the Town and the City, no additional service retainer or fee shall be required for the services identified in Section 2 of this Agreement. For any additional services beyond the scope of services identified in Section 2 of this Agreement, including Municipal and Circuit Court testimony, the Town shall pay the City at the employee's hourly rate per hour.

9. **Assumption of Risk and Insurance**. The City shall assume liability for Worker's Compensation of its employees, loss to its equipment and property and its intentional and negligent misconduct. The Town shall assume general liability for the services provided in this Agreement and indemnify, hold harmless and defend the City, its officers, employees and agents. The Town shall obtain and maintain an insurance policy for general liability and errors and omissions that is primary, non-contributory and waives subrogation against the City. The Town's general liability policy shall be written to include the requirements identified in **Exhibit A.**

a. SIR. The City maintains a self-insured retention (SIR) with its liability insurance carrier, currently $150,000 single / $600,000 aggregate. The Parties recognize that this Agreement does not cover the City's costs for liability and errors and omissions insurance in the event a claim is filed against the City. Accordingly, the Town will indemnify and hold harmless the City for any costs and expenses the City incurs in its SIR for any claims under this Agreement. Additionally, the Town will establish a special SIR fund with the City for the City to hold and use in the event the City incurs costs and expenses to its SIR as a result of this Agreement. The Town will fund annually at least fifteen thousand dollars

($15,000) each year up to the City's single SIR limit. The City will only draw upon this special SIR fund in the event a claim incurs costs and expenses against the City's SIR as a result of this Agreement. Any interest generated off of the special SIR fund will be retained by the City to reimburse the City for its management of the special SIR fund.

b. The Town's obligation to indemnify and hold harmless the City shall survive the termination or expiration of this Agreement for a period of three (3) years for any claims that arose under this Agreement. Upon the termination or expiration of this Agreement, the City shall retain and continue to manage the special SIR fund for an additional three (3) years. After three years, the City will return any amount remaining in the special SIR fund to the Town, except as otherwise provided in this Agreement.

c. As of the date the Parties sign this Agreement, the Parties represent to each other, based on their actual knowledge, that no claim exists concerning building and inspection services against any Party of this Agreement as a result of their previous conduct.

10. **Delegation of Authority**. The Town shall execute any delegation of authority documents required by Wisconsin law to authorize the City to perform the permit and inspection services identified in Section 2 of this Agreement. The Town shall provide signed copies to the City prior to the City performing any permit or inspection services in the Township. The Town shall also provide any future updates as determined by the City's Chief Building Inspector.

11. **Notice of Termination**. The Town or the City may terminate this Agreement at any time for convenience upon delivery of a 30-day Notice of Termination in writing to the other Party.

12. **Interpretation of References**. Any references in this Agreement to any particular agency, organization, or officials shall be interpreted as applying to any successor agency, organization, or official or to any other agency, organization, or official to which contemplated functions are transferred by statute or ordinance. Any references in this Agreement to any particular statute, ordinance, or other law shall be interpreted as applying to such statute, ordinance, or other law as recreated or amended from time to time.

13. **Governing Law**. This Agreement and any dispute arising from or related to this Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the state of Wisconsin, without application of its conflicts of laws provisions.

15. **Joint Agreement**. If any term or provision of this Agreement is reviewed by a court or other judicial or quasi-judicial entity, such entity shall treat this Agreement as having been jointly drafted by both Parties with equal bargaining strength.

16. Notice Requirements. All notices, requests, consents, demands, waivers or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first class, postage prepaid, by registered or certified mail, as follows:

If to the Town, to:
Town of Medary
Attn: Town Clerk
N3393 Smith Valley Road
La Crosse, WI 54601

If to the City, to:
City of La Crosse
Attn: City Clerk
400 La Crosse Street
La Crosse, WI 54601

With a copy to:
City of La Crosse
Attn: Fire Chief
400 La Crosse Street
La Crosse, WI 54601

Notice shall be deemed given for all purposes five (5) days after deposit in the United States mail, and the date of postmark on the receipt for such article conclusively shall be deemed the date of deposit.

17. Dispute Resolution. Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation and performance thereof (the "Dispute") shall be resolved with the following procedures:

a. Upon written notice of any Dispute, the Parties shall attempt to resolve it by promptly by negotiation between individuals who have authority to settle the Dispute on behalf of the Parties. This process shall be completed within sixty (60) days (the "Negotiation").

b. If the Dispute has not been resolved by Negotiation in accordance with Section 17(a), then the Parties shall proceed to mediation unless the Parties at the time of the Dispute mutually agree to a different timeframe. A Notice of Mediation shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The mediator shall be agreed on by the Parties, or if they are unable to agree, selected by the Circuit Court of La Crosse County, on application of either Party. The mediation session shall be held within thirty (30) days of the retention of the mediator, and last for at least one full mediation day, before any Party has the option to withdraw from the mediation process. The Parties may agree to continue the mediation process beyond one day, until there is a settlement agreement, or one Party (or the mediator) states that there is no reason to continue because of an impasse that cannot be overcome and sends a notice of termination of mediation. All reasonable efforts will be made to complete the mediation within thirty (30) days

of the first mediation session. The service of the Notice of Mediation shall stay the running of any applicable statute of limitation regarding the Dispute until thirty (30) days after the Parties agree that the mediation is concluded or the mediator issues a Notice of Impasse. Each Party shall bear an equal share of the mediation cost unless the Parties agree otherwise. All communications, both written and oral, during the Negotiation and Mediation phases are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process. The process shall be confidential based on terms acceptable to the mediator and/or mediation services provider.

c. If the Parties cannot resolve the Dispute by mediation, after reasonable efforts, the Dispute shall be fully and finally resolved by submission to the Circuit Court for La Crosse County, State of Wisconsin. The Parties hereby irrevocably consent to submit themselves exclusively to the jurisdiction of said court. The Parties hereby waive and relinquish any defense to such litigation based on improper venue or lack of jurisdiction. Any court having jurisdiction over the Parties pursuant to this Section shall retain jurisdiction to enforce the execution of any final or interlocutory judgment or decree rendered, or settlement agreement entered into, between the Parties in connection with such Dispute.

d. In the event of a Dispute, each Party shall have all remedies available at law or in equity.

18. **Benefitted Parties**. This Agreement is intended to be solely between the Parties. Nothing in this Agreement, nor the performance of the Parties hereunder, accords any third party any legal or equitable rights whatsoever which may be enforced by any nonparty to the Agreement.

19. **Authority to Sign**. The person(s) signing this Agreement on behalf of Town and City certify and attest that they have the full and complete authority of the respective entity on whose behalf the person is executing this Agreement.

20. **Counterparts**. This Agreement may be executed in any number of counterparts, all of which are considered one and the same agreement notwithstanding that all parties hereto have not signed the same counterpart. Signatures of this Agreement, which are transmitted either or both by electronic or telephonic means (including, without limitation, facsimile and email) are valid for all purposes. Any party shall, however, deliver an original signature of this Agreement to the other party upon request.

21. **Incorporation by Reference**. The Preamble and Recitals to this Agreement are incorporated into, and made a part of, this Agreement by reference.

22. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and shall supersede all previous communications and commitments, whether written or verbal, between the Parties regarding the subject matter of this Agreement. No agreement or understanding changing, modifying or extending this Agreement shall be binding on either Party, unless memorialized in a writing signed by both Parties' authorized representatives.

***

IN WITNESS, the Parties to this Agreement have caused this instrument to be signed and sealed by duly authorized representatives of the City and Town.

Town of Medary

By: _____
Steve Elsen, Chairperson

By: _____
Diane Elsen, Town Clerk

Subscribed and sworn before me
this _____ day of _____, 2025

_____
Notary Public, State of _____
My Commission: _____

City of La Crosse

By: _____
Shaundel Washington-Spivey, Mayor

By: _____
Nikki Elsen, City Clerk

Subscribed and sworn before me
this _____ day of _____, 2025

_____
Notary Public, State of _____
My Commission: _____

EXHIBIT A
INSURANCE REQUIREMENTS

The Town will, at its sole expense, maintain in effect at all times during the Agreement, insurance coverage not less than the requirements set forth below:

a. *Commercial General Liability, Automobile Liability and Errors and Omissions Liability Insurance.* The Town shall provide and maintain the following commercial general liability, automobile liability and errors and omissions insurance:

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

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

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

ii. The Town shall maintain limits no less than the following:

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

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

3. Errors and Omissions Liability. One million dollars ($1,000,000.00) per occurrence or per claim for wrongful acts. If a claims-made form is used and a change of insurer occurs during the contract period, continuity of coverage must be maintained by either retaining the original retroactive date or exercising the extended reporting period endorsement option from the expired policy for a period of not less than two years, if the replacement insurer will not preserve the original retroactive date. Coverage must remain in effect for a period of not less than two years beyond the termination date of the contract.

b. *Required Provisions.* The general liability, automobile liability and errors and omissions liability policies are to contain, or be endorsed to contain, the following provisions:

i. The City, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability

coverage) as respects: liability arising out of activities performed by or on behalf of the Town; products and completed operations of the Town; premises occupied or used by the Town; and vehicles owned, leased, hired or borrowed by the Town. The coverage shall contain no special limitations on the scope of protection afforded to the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Each insurance policy shall contain a waiver of subrogation endorsement in favor of the City.

ii. For any claims related to this Agreement, the Town's insurance shall be primary insurance with respect to the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.

iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its elected and appointed officers, employees or authorized representatives or volunteers.

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

v. Coverage shall not be canceled by the insurance carrier or the Town, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to the City.

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

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

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

c. *Deductibles and Self-Insured Retentions.* Any deductible or self-insured retention must be declared to and approved by The City.

d. *Evidences of Insurance.* Prior to execution of the Agreement, the Town shall file with the City a certificate of insurance (Accord Form 25-S or equivalent) signed by the

insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

***

Resolution approving agreements with Town of Medary concerning fire protection and building and inspection services.

RESOLUTION

WHEREAS, on November 14, 2019, the City of La Crosse and the Town of Medary entered into an Agreement for Fire Protection, First Responder, Rescue and Inspection Services in Resolution #19-1588, which was adopted on December 12, 2019 and

WHEREAS, the parties desire to amend the agreement, and

WHEREAS, the parties also wish to memorialize an Agreement for Building Permit and Building Inspection Services.

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of La Crosse that the City Council hereby approves the Agreement for Fire Protection, First Responder, Rescue and Inspection Services and the Agreement for Building Permit and Building Inspection Services.

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

BE IT FURTHER RESOLVED that City staff is hereby directed to take any and all steps necessary to effectuate the same.

AGREEMENT FOR FIRE PROTECTION, FIRST RESPONDER, RESCUE AND INSPECTION SERVICES

This Agreement for Fire Protection, First Responder, Rescue and Inspection Services ("Agreement") is made by and between the **City of La Crosse**, Wisconsin ("**City**") and the **Town of Medary**, Wisconsin ("**Town**") on _____, 2025 (collectively the "Parties") and is made effective January 1, 2025.

WHERAS, the City has a full-time Fire Department that provides fire protection, first responder, rescue and inspection services.

WHEREAS, the Town is adjacent to the City and desires fire protection, first responder, rescue and inspection services from the City for all Town properties, citizens and guests located within the area described in **Exhibit A**.

WHEREAS, the Parties had previously executed an Agreement for Fire Protection, First Responder, Rescue and Inspection Services on or about November 14, 2019, (the "2019 Agreement").

WHEREAS, the Parties desire to change certain terms and provisions of the 2019 Agreement.

WHEREAS, the Parties wish to set forth their respective commitments, understandings, rights and obligations as more fully described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the Parties agree as follows:

1. Commencing on January 1, 2025 and ending on December 31, 2029 at 11:59 pm (the "Term"), the City will provide fire protection, first responder and rescue services to all alarms received from the Town, for the Service Area. Additionally, the City will also provide fire inspections services in accordance with Wis. Admin. Code § SPS 314 to the Service Area for the Term of the Agreement. During the Term of this Agreement, the Service Area shall be all Town properties described in **Exhibit A**.

2. In consideration for the fire protection, first responder and rescue services provided herein, the Town shall pay the City:

   a. Beginning in 2025 and continuing annually, an amount calculated by the following method.

      (1) The City shall calculate the equalized assessed value of the Town (the "Town's EAV").

      (2) The City shall calculate the equalized assessed value of the City (the "City's EAV").

(3) The total equalized assessed value of both municipalities (the "Total EAV") shall be calculated by adding the Town's EAV and the City's EAV.

(4) The Town's EAV shall be divided by the Total EAV. The quotient shall be known as the Town's equalized assessed value percentage (the "Town's EAV Percentage").

(5) The City's annual operating budget for its Fire Department shall be multiplied by the Town's EAV Percentage. The product shall be the Town's annual cost of fire protection, first responder, and rescue services (the "Town's Annual Cost").

(6) For each contract year, the Town's Annual Cost to be paid to the City shall be adjusted in five percent (5%) increments. In year 2025, the Town shall only pay to the City thirty-five percent (35%) of the Town's Annual Cost. In each subsequent year, the Town shall pay to the City an additional five (5%) until the Town has achieved paying one hundred percent (100%) of the Town's Annual Cost. Once the Town is paying one hundred percent (100%) of the Town's Annual Cost, the Town shall continue to pay one hundred percent (100%) of the Town's Annual Cost to the City for the remainder of the Agreement. The Town's Annual Cost multiplied by the applicable annual percentage shall be the Town's payment for fire protection, first responder, and rescue services (the "Payment for Fire Services").

(7) The Town shall pay the City the Payment for Fire Services within thirty (30) days of invoice from the City.

(8) Attached to this Agreement as **Exhibit B** is an illustrative calculation of the method provided in this Section 2.a., using illustrative values. These values and figures are used solely for illustrating the method of calculation provided in this section and are not intended to indicate in any way what the actual calculation for any contract year shall be. The amount of the Payment for Fire Services for any given contract year, calculated as provided in this section, shall be binding on the Parties.

b. The City's standard inspection fees as determined in the City's fee schedule, as amended and superseded from time to time. A copy of the current fire inspection fees is attached as **Exhibit C**. Payment shall be received within thirty (30) days of invoice.

c. For each contract year and continuing annually, the equal amount received from the annual Wisconsin Department of Safety and Professional Services (the "DSPS") 2% fire funding payment pursuant to Wis. Stat. § 101.575, as amended or superseded. Payment to the City will be due within sixty (60) days of Town's receipt of payment from

the DSPS. This amount of funds paid to the City will be applied directly to the City's Fire Department operating budget to support eligible Fire Department needs in accordance with applicable law. The Town shall take all necessary steps to timely qualify and apply for such funding from DSPS.

3. The City agrees to make available for such services all of the equipment at its disposal, as well as adequate available staffing. The Fire Chief, or designee of the Fire Department, is vested with the discretion to determine what service and equipment is necessary and is further vested with discretion as to responding to simultaneous fires within the City and other municipalities served. In exercising discretion, the Fire Chief, or designee, shall give equal consideration in prioritization to Town incidents compared to City incidents based upon generally accepted fire service risk management principles. The City shall in no way be liable for the exercise of such discretion and the determination by the Fire Chief not to answer any alarm provided, however, that an agent designated by the Town shall be notified by the City that the City is engaged in incident response beyond available resource capacity within its own limits or any other municipality that the City has a contract with and the Fire Chief has decided that the City cannot safely respond to the alarm of the Town. Existing mutual aid agreements with neighboring agencies will be requested at the discretion of the Fire Chief, or designee of the Fire Department, to respond to the potential of multiple simultaneous incidents that exceed available resources and response will be prioritized to the best abilities of available partnering mutual aid resources.

4. The City shall assume liability for Worker's Compensation of its employees, loss to its equipment and property and its intentional and negligent misconduct. The Town shall assume general liability for the services provided in this Agreement and indemnify, hold harmless and defend the City, its officers, employees and agents. The Town shall obtain and maintain an insurance policy for general liability that is primary, non-contributory and waives subrogation against the City. The Town's general liability policy shall be written to include the requirements identified in **Exhibit E**.

5. The Town shall hold harmless and indemnify the City from any third-party claim or loss, against the City, arising from any incident that occurs on properties that for the reason of slope, structure setback from roadway, lack of fire hydrant water supply, grade or weight capacity of driveway, width of driveway, overhang of buildings or trees, or other property design and access features that delay, impede or prohibit access to the property by the City's Fire Department equipment or otherwise adversely affect or impede accepted Fire Department tactical procedures or policies.

6. The 2019 Agreement provided for certain amounts of previous Town payments to be placed in a special fund for the possible future construction of a fire station. To this end, the City only received payments for fire inspection fees and the WDSPS fire funding payments found under Sections 2b and c during the 2019 Agreement. Due to the impracticality of constructing a new fire station at this time, the Parties agree that the amounts placed in the special fund shall be disbursed to the City for payment for services already rendered in the 2019 Agreement upon execution of this Agreement.

7. The Town may terminate this Agreement at any time for convenience upon the occurrence of all the following conditions:

a. Town shall provide one hundred eighty (180) days advanced written notice of its termination of the Agreement to the City.

b. Prior to termination of the Agreement, the Town shall pay the City the Town's Annual Cost for the current year of the contract, less any Payments for Fire Services received by the City in the current year of the contract. Attached to this Agreement as **Exhibit D** is an illustrative calculation by the method provided in this Agreement, using illustrative values. These values and figures are used solely for illustrating the method of calculation provided in this section and are not intended to indicate in any way what the actual calculation for any contract year shall be. The amount of the payment for any given contract year, calculated as provided in this section, shall be binding on the Parties.

8. Any references in this Agreement to any particular agency, organization or officials shall be interpreted as applying to any successor agency, organization or official or to any other agency, organization or official to which contemplated functions are transferred by statute or ordinance. Any references in this Agreement to any particular statute, ordinance, or other law shall be interpreted as applying to such statute, ordinance, or other law as recreated or amended from time to time.

9. This Agreement and any dispute arising from or related to this Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Wisconsin.

10. If any term or provision of this Agreement is reviewed by a court or other judicial or quasi-judicial entity, such entity shall treat this Agreement as having been jointly drafted by both Parties with equal bargaining strength.

11. All notices, requests, consents, demands, waivers or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first class, postage prepaid, by registered or certified mail as follows:

If to the Town, to:	Town of Medary Attn: Town Clerk N3393 Smith Valley Road La Crosse, WI 54601
If to the City, to:	City of La Crosse Attn: City Clerk 400 La Crosse Street La Crosse, WI 54601
With a copy to:	City of La Crosse Attn: Fire Chief

400 La Crosse Street
La Crosse, WI 54601

Notice shall be deemed given for all purposes five (5) days after deposit in the United States mail, and the date of postmark on the receipt for such article conclusively shall be deemed the date of deposit.

12. Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation and performance thereof (the "Dispute") shall be resolved with the following procedures:

a. Upon written notice of any Dispute, the Parties shall attempt to resolve it promptly by negotiation between individuals who have authority to settle the Dispute on behalf of the Parties and this process should be completed within sixty (60) days (the "Negotiation").

b. If the Dispute has not been resolved by Negotiation in accordance with Section 12.a., then the Parties shall proceed to mediation unless the Parties at the time of the Dispute agree to a different timeframe. A "Notice of Mediation" shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The mediator shall be agreed on by the Parties or, if they are unable to agree, selected by the Circuit Court of La Crosse County, on application of either Party. The mediation session shall be held within thirty (30) days of the retention of the mediator, and last for at least one full mediation day, before any Party has the option to withdraw from the process. The Parties may agree to continue the mediation process beyond one day, until there is a settlement agreement, or one Party (or the mediator) states that there is no reason to continue because of an impasse that cannot be overcome and sends a notice of termination of mediation. All reasonable efforts will be made to complete the mediation within thirty (30) days of the first mediation session. During the course of mediation, no Party can assert the failure to fully comply with Section 12(a), as a reason not to proceed or to delay the mediation. The service of the Notice of Mediation shall stay the running of any applicable statute of limitation regarding the Dispute until thirty (30) days after the Parties agree that the mediation is concluded or the mediator issues a Notice of Impasse. Each Party shall bear an equal share of the mediation cost unless the Parties agree otherwise. All communications, both written and oral, during the Negotiation and Mediation phases are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

c. If the Parties cannot resolve the Dispute by mediation, after reasonable efforts, either Party may demand arbitration conducted in accordance with chapter 788, Wis. Stat., or any successor statute, by a single arbitrator, chosen by mutual agreement of the Parties, or if they do not agree, by the Circuit Court for La Crosse County, on application of either Party. The arbitrator shall be an attorney with at least ten (10) years experience. The Party demanding arbitration shall bear all the costs of arbitration. Chapter 788, Wis. Stat., or any successor statute, shall govern the arbitration proceeding, except that the Parties waive any right to trial by jury if a dispute concerning the arbitration proceeding is resolved by a court. Each Party is hereby authorized to file a copy of this Section in any proceeding as conclusive evidence of this waiver of jury trial by the other Party.

d. In the event of a Dispute, each Party shall have all remedies available at law or in equity.

13. This Agreement is intended to be solely between the Parties. Nothing in this Agreement nor the performance of the Parties hereunder, accords any third party any legal or equitable rights whatsoever which may be enforced by any nonparty to the Agreement.

14. This Agreement may be executed in severable counterparts, each of which may be deemed an original and all such counterparts together shall constitute one and the same agreement.

15. The Preamble and Recitals to this Agreement are incorporated into, and made a part of, this Agreement by reference.

16. This Agreement and referenced Exhibits constitute the entire agreement between the Parties and shall supersede all previous communications and commitments, whether written or verbal, between the Parties regarding the subject matter of this Agreement. No agreement or understanding changing, modifying or extending this Agreement shall be binding on either Party unless memorialized in a writing signed by both Parties' authorized representatives.

***

IN WITNESS, the Parties to this Agreement have caused this instrument to be signed and sealed by duly authorized representatives of the City and Town.

Town of Medary

By: _____
Steve Elsen, Chairperson

By: _____
Diane Elsen, Town Clerk

Subscribed and sworn before me
this _____ day of _____, 2025

_____
Notary Public, State of _____
My Commission: _____

City of La Crosse

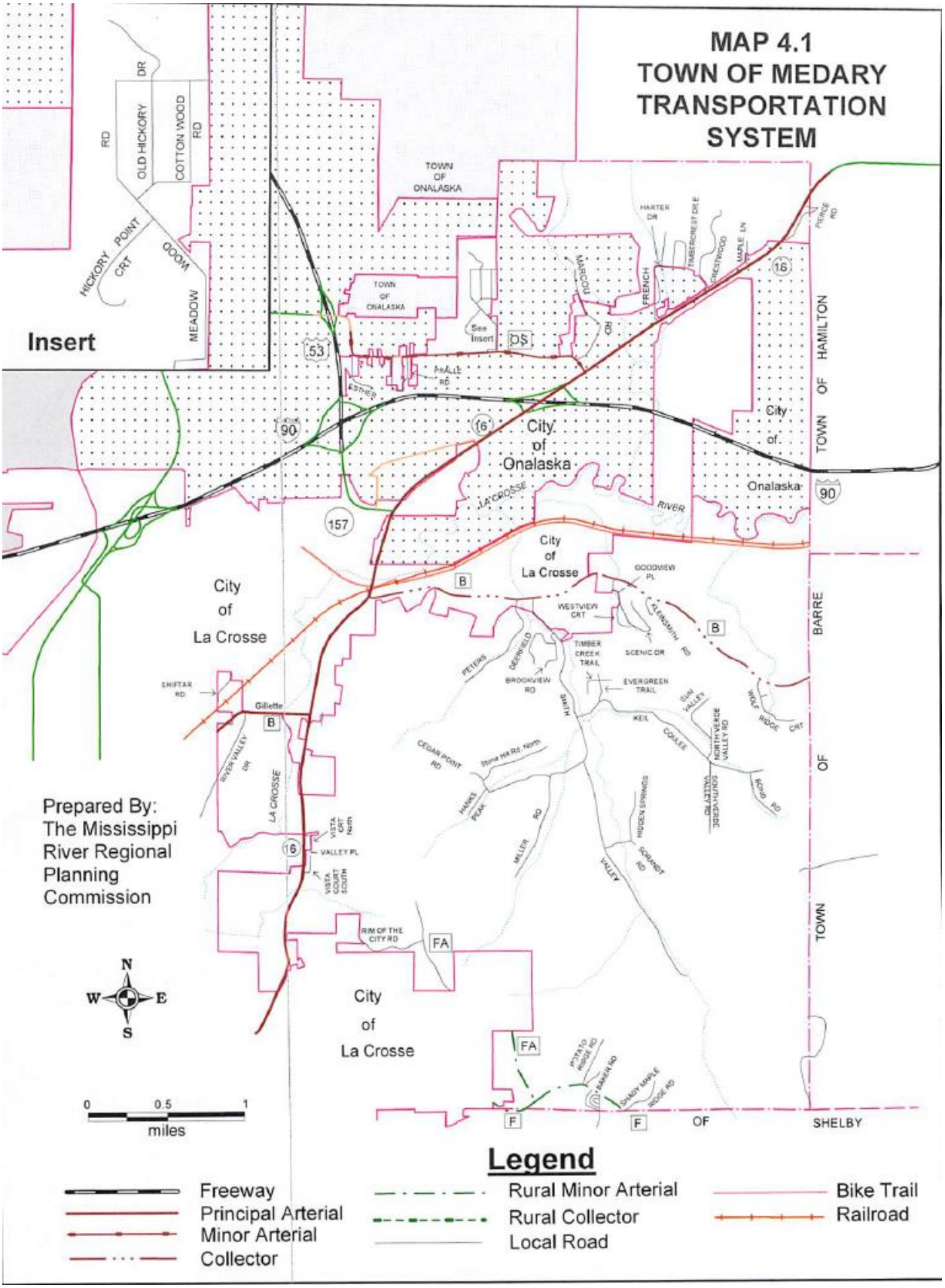
By: _____
Shaundel Washington-Spivey, Mayor

By: _____
Nikki Elsen, City Clerk

Subscribed and sworn before me
this _____ day of _____, 2025

_____
Notary Public, State of _____
My Commission: _____

EXHIBIT A



#W4VN8VNC0D6H7Dv1

Exhibit B

Illustrative Calculation: Payment for Fire Services

2025 Calculation (Contract Year 1)

Step 1: Calculate the Total EAV:

Town's EAV	$269,194,200
+ City's EAV	+$5,638,471,900
Total EAV	$5,907,666,100

Step 2: Calculate the Town's EAV Percentage:

Town's EAV	$269,194,200
Total EAV	$5,907,666,100
Town's EAV Percentage	4.56%

Step 3: Calculate the Town's Annual Cost:

City's Fire Department Budget	$14,434,251
x Town's EAV Percentage	x 0.0456
Town's Annual Cost	$658,201.85

Step 4: Calculate the Payment for Fire Services:

Town's Annual Cost	$658,201.85
x Contract Year 1 percentage	x 0.35
Payment for Fire Services (to be invoiced)	$230,370.65

2026 Calculation (Contract Year 2)

Step 1: Calculate the Total EAV:

Town's EAV	$285,345,852
+ City's EAV	+$5,807,626,057
Total EAV	$6,092,971,909

Step 2: Calculate the Town's EAV Percentage:

Town's EAV	$285,345,852
Total EAV	$6,092,971,909
Town's EAV Percentage	4.68%

Step 3: Calculate the Town's Annual Cost:

City's Fire Department Budget	$14,500,000
x Town's EAV Percentage	x 0.0468
Town's Annual Cost	$678,600.00

Step 4: Calculate the Payment for Fire Services:

Town's Annual Cost	$678,600.00
x Contract Year 2 percentage*	x 0.40
Payment for Fire Services (to be invoiced)	$271,440.00

*In accordance with Section 2(a)(6) of the Agreement, the contract year two percentage of 40% applies to the Town's Annual Cost.

EXHIBIT C

	License/Fee	Last Date Changed	Fee
Annual Fire Prevention Fee			
18-27	Residential multifamily: 3—4 units	2015	$10.00
18-27	Residential multifamily: 5—12 units	2015	$20.00
18-27	Residential multifamily: 13—18 units	2015	$30.00
18-27	Residential multifamily: 19+ units	2015	$50.00
18-27	Motel/hotel - per guest room		$5.00
18-27	High life safety facilities [1] : Under 5,000 square feet [2]		$92.75
18-27	High life safety facilities [1] : 5,000 to 25,000 square feet [2]		$198.00
18-27	High life safety facilities [1] : 25,001 to 50,000 square feet [2]		$275.25
18-27	High life safety facilities [1] : 50,001 to 75,000 square feet [2]		$369.00
18-27	High life safety facilities [1] : 75,001 to 100,000 square feet [2]		$463.00
18-27	High life safety facilities [1] : 100,001 to 125,000 square feet [2]		$555.25
18-27	High life safety facilities [1] : 125,001 to 150,000 square feet [2]		$683.50
18-27	High life safety facilities [1] : More than 150,000 square feet [2] : Base fee		$683.50

18-27	High life safety facilities [1] : More than 150,000 square feet [2] : Per each additional 25,000 square feet		$98.00
18-27	All other buildings subject to the Wisconsin Commercial Building Code: Under 5,000 square feet [2]		$50.00
18-27	All other buildings subject to the Wisconsin Commercial Building Code: 5,000 to 25,000 square feet [2]		$98.00
18-27	All other buildings subject to the Wisconsin Commercial Building Code: 25,000 to 50,000 square feet [2]		$146.25
18-27	All other buildings subject to the Wisconsin Commercial Building Code: 50,001 to 75,000 square feet [2]		$210.25
18-27	All other buildings subject to the Wisconsin Commercial Building Code: 75,001 to 100,000 square feet [2]		$245.00
18-27	All other buildings subject to the Wisconsin Commercial Building Code: 100,001 to 125,000 square feet [2]		$291.00
18-27	All other buildings subject to the Wisconsin Commercial Building Code: 125,001 to 150,000 square feet [2]		$342.00
18-27	All other buildings subject to the Wisconsin Commercial Building Code: More than 150,000 square feet [2] : Base fee		$342.00
18-27	All other buildings subject to the Wisconsin Commercial Building Code: More than 150,000 square feet [2] : Per each additional 25,000 square feet		$50.00
18-27	Administrative fee for any fees remaining unpaid as of May 1 of each year, which fees shall be placed on annual tax roll for collection: [1] Hospitals, nursing homes, community-based residential facilities [2] Square footage refers to floor area of any building or structure		$20.00

EXHIBIT D

Illustrative Calculation: Contract Termination Payment

This illustrative calculation assumes the Town has decided to terminate the Agreement with the City pursuant to Section 7 on or before the last day of calendar year 2026. This illustrative calculation assumes the Town's Annual Cost for 2026 is $678,600 and that it has already made its Payment for Fire Services in 2026, specifically $271,440. Accordingly, the Town would need to pay the City an amount as calculated below in order to terminate the Agreement prior to the expiration of its Term:

Town's Annual Cost (2026)	$678,600
- Payment for Fire Services (2026)	- $271,440
Amount owed (2026)	$407,160

EXHIBIT E
INSURANCE REQUIREMENTS

The Town will, at its sole expense, maintain in effect at all times during the Agreement, insurance coverage not less than the requirements set forth below:

a. *Commercial General Liability and Automobile Liability Insurance.* The Town shall provide and maintain the following commercial general liability and automobile liability insurance:

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

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

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

ii. The Town shall maintain limits no less than the following:

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

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

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

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

ii. For any claims related to this Agreement, the Town's insurance shall be primary insurance with respect to the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.

iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its elected and appointed officers, employees or authorized representatives or volunteers.

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

v. Coverage shall not be canceled by the insurance carrier or the Town, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to the City.

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

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

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

c. *Deductibles and Self-Insured Retentions.* Any deductible or self-insured retention must be declared to and approved by The City.

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

***

AGREEMENT FOR BUILDING PERMIT AND BUILDING INSPECTION SERVICES

This Agreement for Building Permit and Building Inspection Services (herein "Agreement") is made effective as of January 1, 2025, by and between the **City of La Crosse**, Wisconsin (herein **"City")** and the **Town of Medary**, Wisconsin (herein "Town") (collectively herein "Parties").

WHEREAS, the City has a Fire Department, which oversees a division that provides building permit and building inspection services; and

WHEREAS, the Town is adjacent to the City and the Town desires the City to provide certain building permit and building inspection services within the Township**;** and

WHEREAS, the Parties wish to set the following terms for their respective commitments, understandings, rights and obligation as more fully described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the Parties agree as follows:

1. **Term.** The City will provide building permit and building inspection services for a term commencing on January 1, 2025 and ending upon a Notice of Termination by either party, as described more fully below.

2. **Scope of Services.** The City will review applications submitted for building, electrical, HVAC, and plumbing permits, issue such permits, and perform related inspections in accordance with Wis. Admin Code. § SPS 316, 320-325, 361-366, 381, 382, 384, and City Ordinances. These Ordinances are subject to change as approved by the City Council. This Agreement does not extend to any sewer related services.

3. **Permit Applications**. All permit applications shall be submitted with documents as required by the City, including approvals from La Crosse County requiring zoning or other La Crosse County regulations.

4. **Website Information**. The City will maintain a website link to all related Town permits and customer support information. The Town will utilize and share this link to connect Town citizens with the permit application process.

5. **Records Retention**. The City will maintain storage of copies of all necessary permit documentation in accordance with City records retention policy. All final documents and records will be filed and stored by the Town in accordance with the Town's records retention policy.

6. **Notices/Orders**. Notice of violations and non-compliance shall be provided in writing by the City to the Town. Any and all Citations, Notices and Orders based upon violations and non-compliance shall be issued by the Town.

7. **Annual Report**. A detailed annual report of Town permits issued by the City will be provided to the Town. The list will be provided by March 1st of the following year.

8. **Payment/Permit Fees**. In consideration for the permit and inspection services provided herein, all permit fees will be billed by the City directly to the permit requestor.

a. The Town agrees that the permit fees charged by the City for inspection services shall be equal to those required by Appendix C of the City Municipal Code of Ordinances. This is subject to change as approved by the City Council.

b. The Town may elect to add a processing and filing fee above the established permit fees. Any such additional administrative fees shall be payable to the Town.

c. In consideration of the Agreement for Fire Protection, First Responder, Rescue and Inspection Services Agreement between the Town and the City, no additional service retainer or fee shall be required for the services identified in Section 2 of this Agreement. For any additional services beyond the scope of services identified in Section 2 of this Agreement, including Municipal and Circuit Court testimony, the Town shall pay the City at the employee's hourly rate per hour.

9. **Assumption of Risk and Insurance**. The City shall assume liability for Worker's Compensation of its employees, loss to its equipment and property and its intentional and negligent misconduct. The Town shall assume general liability for the services provided in this Agreement and indemnify, hold harmless and defend the City, its officers, employees and agents. The Town shall obtain and maintain an insurance policy for general liability that is primary, non-contributory and waives subrogation against the City. The Town's general liability policy shall be written to include the requirements identified in **Exhibit A.**

a. SIR. The City maintains a self-insured retention (SIR) with its liability insurance carrier, currently $150,000 single / $600,000 aggregate. The Parties recognize that this Agreement does not cover the City's costs for liability insurance in the event a claim is filed against the City. Accordingly, the Town will indemnify and hold harmless the City for any costs and expenses the City incurs in its SIR for any liability claims under this Agreement. Additionally, the Town will establish a special SIR fund with the City for the City to hold and use in the event the City incurs costs and expenses to its SIR as a result of this Agreement. The Town will fund annually at least fifteen thousand dollars ($15,000) each year up to

the City's single SIR limit. The City will only draw upon this special SIR fund in the event a claim incurs costs and expenses against the City's SIR as a result of this Agreement. Any interest generated off of the special SIR fund will be retained by the City to reimburse the City for its management of the special SIR fund.

b. The Town's obligation to indemnify and hold harmless the City shall survive the termination or expiration of this Agreement for a period of three (3) years for any claims that arose under this Agreement. Upon the termination or expiration of this Agreement, the City shall retain and continue to manage the special SIR fund for an additional three (3) years. After three years, the City will return any amount remaining in the special SIR fund to the Town, except as otherwise provided in this Agreement.

c. As of the date the Parties sign this Agreement, the Parties represent to each other, based on their actual knowledge, that no claim exists concerning building and inspection services against any Party of this Agreement as a result of their previous conduct.

10. **Delegation of Authority**. The Town shall execute any delegation of authority documents required by Wisconsin law to authorize the City to perform the permit and inspection services identified in Section 2 of this Agreement. The Town shall provide signed copies to the City prior to the City performing any permit or inspection services in the Township. The Town shall also provide any future updates as determined by the City's Chief Building Inspector.

11. **Notice of Termination**. The Town or the City may terminate this Agreement at any time for convenience upon delivery of a 30-day Notice of Termination in writing to the other Party.

12. **Interpretation of References**. Any references in this Agreement to any particular agency, organization, or officials shall be interpreted as applying to any successor agency, organization, or official or to any other agency, organization, or official to which contemplated functions are transferred by statute or ordinance. Any references in this Agreement to any particular statute, ordinance, or other law shall be interpreted as applying to such statute, ordinance, or other law as recreated or amended from time to time.

13. **Governing Law**. This Agreement and any dispute arising from or related to this Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the state of Wisconsin, without application of its conflicts of laws provisions.

15. **Joint Agreement**. If any term or provision of this Agreement is reviewed by a court or other judicial or quasi-judicial entity, such entity shall treat this Agreement as having been jointly drafted by both Parties with equal bargaining strength.

16. Notice Requirements. All notices, requests, consents, demands, waivers or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first class, postage prepaid, by registered or certified mail, as follows:

If to the Town, to:
Town of Medary
Attn: Town Clerk
N3393 Smith Valley Road
La Crosse, WI 54601

If to the City, to:
City of La Crosse
Attn: City Clerk
400 La Crosse Street
La Crosse, WI 54601

With a copy to:
City of La Crosse
Attn: Fire Chief
400 La Crosse Street
La Crosse, WI 54601

Notice shall be deemed given for all purposes five (5) days after deposit in the United States mail, and the date of postmark on the receipt for such article conclusively shall be deemed the date of deposit.

17. Dispute Resolution. Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation and performance thereof (the "Dispute") shall be resolved with the following procedures:

a. Upon written notice of any Dispute, the Parties shall attempt to resolve it by promptly by negotiation between individuals who have authority to settle the Dispute on behalf of the Parties. This process shall be completed within sixty (60) days (the "Negotiation").

b. If the Dispute has not been resolved by Negotiation in accordance with Section 17(a), then the Parties shall proceed to mediation unless the Parties at the time of the Dispute mutually agree to a different timeframe. A Notice of Mediation shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The mediator shall be agreed on by the Parties, or if they are unable to agree, selected by the Circuit Court of La Crosse County, on application of either Party. The mediation session shall be held within thirty (30) days of the retention of the mediator, and last for at least one full mediation day, before any Party has the option to withdraw from the mediation process. The Parties may agree to continue the mediation process beyond one day, until there is a settlement agreement, or one Party (or the mediator) states that there is no reason to continue because of an impasse that cannot be overcome and sends a notice of termination of mediation. All reasonable efforts will be made to complete the mediation within thirty (30) days

of the first mediation session. The service of the Notice of Mediation shall stay the running of any applicable statute of limitation regarding the Dispute until thirty (30) days after the Parties agree that the mediation is concluded or the mediator issues a Notice of Impasse. Each Party shall bear an equal share of the mediation cost unless the Parties agree otherwise. All communications, both written and oral, during the Negotiation and Mediation phases are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process. The process shall be confidential based on terms acceptable to the mediator and/or mediation services provider.

c. If the Parties cannot resolve the Dispute by mediation, after reasonable efforts, the Dispute shall be fully and finally resolved by submission to the Circuit Court for La Crosse County, State of Wisconsin. The Parties hereby irrevocably consent to submit themselves exclusively to the jurisdiction of said court. The Parties hereby waive and relinquish any defense to such litigation based on improper venue or lack of jurisdiction. Any court having jurisdiction over the Parties pursuant to this Section shall retain jurisdiction to enforce the execution of any final or interlocutory judgment or decree rendered, or settlement agreement entered into, between the Parties in connection with such Dispute.

d. In the event of a Dispute, each Party shall have all remedies available at law or in equity.

18. **Benefitted Parties**. This Agreement is intended to be solely between the Parties. Nothing in this Agreement, nor the performance of the Parties hereunder, accords any third party any legal or equitable rights whatsoever which may be enforced by any nonparty to the Agreement.

19. **Authority to Sign**. The person(s) signing this Agreement on behalf of Town and City certify and attest that they have the full and complete authority of the respective entity on whose behalf the person is executing this Agreement.

20. **Counterparts**. This Agreement may be executed in any number of counterparts, all of which are considered one and the same agreement notwithstanding that all parties hereto have not signed the same counterpart. Signatures of this Agreement, which are transmitted either or both by electronic or telephonic means (including, without limitation, facsimile and email) are valid for all purposes. Any party shall, however, deliver an original signature of this Agreement to the other party upon request.

21. **Incorporation by Reference**. The Preamble and Recitals to this Agreement are incorporated into, and made a part of, this Agreement by reference.

22. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and shall supersede all previous communications and commitments, whether written or verbal, between the Parties regarding the subject matter of this Agreement. No agreement or understanding changing, modifying or extending this Agreement shall be binding on either Party, unless memorialized in a writing signed by both Parties' authorized representatives.

***

IN WITNESS, the Parties to this Agreement have caused this instrument to be signed and sealed by duly authorized representatives of the City and Town.

Town of Medary

By: _____
Steve Elsen, Chairperson

By: _____
Diane Elsen, Town Clerk

Subscribed and sworn before me
this _____ day of _____, 2025

_____
Notary Public, State of _____
My Commission: _____

City of La Crosse

By: _____
Shaundel Washington-Spivey, Mayor

By: _____
Nikki Elsen, City Clerk

Subscribed and sworn before me
this _____ day of _____, 2025

_____
Notary Public, State of _____
My Commission: _____

EXHIBIT A
INSURANCE REQUIREMENTS

The Town will, at its sole expense, maintain in effect at all times during the Agreement, insurance coverage not less than the requirements set forth below:

a. *Commercial General Liability and Automobile Liability Insurance.* The Town shall provide and maintain the following commercial general liability and automobile liability insurance:

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

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

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

ii. The Town shall maintain limits no less than the following:

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

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

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

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

ii. For any claims related to this Agreement, the Town's insurance shall be primary insurance with respect to the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.

iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its elected and appointed officers, employees or authorized representatives or volunteers.

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

v. Coverage shall not be canceled by the insurance carrier or the Town, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to the City.

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

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

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

c. *Deductibles and Self-Insured Retentions.* Any deductible or self-insured retention must be declared to and approved by The City.

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

***

CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID 25-0712

Caption Resolution approving agreements with Town of Medary concerning fire protection and building and inspection services.

Staff/Department Responsible for Legislation

Legal Department

Requestor of Legislation

Fire Chief and Chief Inspector

Location, if applicable

Town of Medary

Summary/Purpose

This legislation approves two agreements. One agreement memorializes the scope of services and other conditions upon which the City of La Crosse provides building and inspection services. The other agreement modifies the terms of the fire protection agreement.

Background

City Council approved Resolution 19-1588 in December, 2019 with the Town of Medary for the City to provide fire protection, first responder, rescue and inspection services. At that time, the City and the Town never memorialized a written agreement for building permit and building inspection services. This legislation adopts an agreement for building permit and building inspection services, as well as changes the agreement for fire protection, first responder, rescue and inspection services.

Fiscal Impact

Approximately $450,000 will be released to the City of La Crosse and additional insurance protection for the City.

Staff Recommendation

Approve

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0657

Agenda Date: 7/10/2025

Version: 1

Status: Recommended to be Adopted

In Control: Common Council

File Type: Ordinance

Agenda Number:

ORDINANCE NO.: _____

AN ORDINANCE to amend Subsection 115-110 of the Code of Ordinances of the City of La Crosse by transferring certain property from the Local Business District to the Public and Semi-Public District, allowing for a pocket park area (Vibrant Space) and parking lot at 1210, 1214, and 1216 Caledonia St.

THE COMMON COUNCIL of the City of La Crosse do ordain as follows:

SECTION I: Subsection 115-110 of the Code of Ordinances of the City of La Crosse is hereby amended by transferring certain property from the Local Business District to the Public and Semi-Public District on the Master Zoning Map, to-wit:

Tax Parcel 17-100001-60; 1210 & 1214 Caledonia St.
Tax Parcel 17-10072-130; 1216 Caledonia St.

SECTION II: Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this division shall not be affected.

SECTION III: This ordinance shall take effect and be in force from and after its passage and publication.

_____
Shaundel Washington-Spivey, Mayor

_____
Nikki M. Elsen, City Clerk

Passed:
Approved:
Published:

25-0657

PETITION FOR CHANGE TO ZONING
CITY OF LA CROSSE

AMENDMENT OF ZONING DISTRICT BOUNDARIES

Petitioner (name and address):

City of La Crosse Planning and Development Department

Owner of site (name and address):

Caledonia Street Merchants

Address of subject premises:

1210, 1214, and 1216 Caledonia Street

Tax Parcel No.: 17-10072-130 and 17-10001-60

Legal Description (must be a recordable legal description; see Requirements):

See Attachment A.

Zoning District Classification: C1 - Local Business

Proposed Zoning Classification: PS - Public and Semi-Public

Is the property located in a floodway/floodplain zoning district? ___ Yes X No

Is the property/structure listed on the local register of historic places? ___ Yes X No

Is the Rezoning consistent with Future Land Use Map of the Comprehensive Plan? X Yes ___ No

Is the Rezoning consistent with the policies of the Comprehensive Plan? X Yes ___ No

Property is Presently Used For:

A parking lot.

Property is Proposed to be Used For:

Vibrant Space (pocket park area) and Parking lot.

Proposed Rezoning is Necessary Because (Detailed Answer):

Current zoning is legal nonconforming. In order to redo the parking lot and add the vibrant space the property needs to be in the correct zoning district.

Proposed Rezoning will not be Detrimental to the Neighborhood or Public Welfare Because (Detailed Answer):

The space will create a social place, vibrant image, and be accessible to all. The benefit this space brings will create a space near businesses for people to sit and relax, have lunch, and will bring life to a current concrete-heavy site. The social aspect of this site with tables and modular seating will support vibrancy through social interaction and human connection. The addition of plantings and trees will create a visual vibrancy in an area in need of some liveliness. The improvements will work together to create an inviting space for residents and visitors of La Crosse to explore what Caledonia Street has to offer.

Proposed Rezoning will not be Detrimental to the City's Long Range Comprehensive Plan Goals, Objectives, Actions and Policies Because (Detailed Answer):

Creating a gathering space at the 1200 block of Caledonia Street at this proposed parking lot was an action item presented in the plan. It states that this space is ideal for farmer's markets, movie nights, music, and to function as a third place. Additionally, the City's Highway 53 Corridor Plan references this area and the goal to take action on items from the Uptowne Summit Report. The community has identified the need to invigorate this area of the city and this project is a step toward accomplishing this goal.

The undersigned depose and state that I/we am/are the owner of the property involved in this petition and that said property was purchased by me/us on the _____ day of September, 1977.

I hereby certify that I am the owner or authorized agent of the owner (include affidavit signed by owner) and that I have read and understand the content of this petition and that the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

Jenna Dinkel
(signature)

608-789-8676
(telephone)

6/5/2025
(date)

dinkelj@cityoflacrosse.org
(email)

PETITIONER SHALL, BEFORE FILING, HAVE PETITION REVIEWED AND INFORMATION VERIFIED BY THE DIRECTOR OF PLANNING & DEVELOPMENT.

Review was made on the 9th day of June, 2025.

Signed: Deputy Director
Director of Planning & Development

AFFIDAVIT

STATE OF)
) ss
COUNTY OF)

The undersigned, Karla Doolittle, being duly sworn states:

1. That the undersigned is an adult resident of the City of La Crosse, State of Wisconsin.

2. That the undersigned is (one of the) legal owner(s) of the property located at 1210, 1214, 1216 Caledonia St

3. By signing this affidavit, the undersigned authorizes the application for a conditional use permit/district change or amendment (circle one) for said property.

Karla Doolittle
Property Owner

Subscribed and sworn to before me this __ day of ___, 20__

_____
Notary Public
My Commission expires _____.

Attachment A

Legal Description

Lot 2, and the North 10 feet of Lot 3, in Block 2, of North La Crosse, in the City of La Crosse; that part of the Fractional NW ¼ of the NW ¼ of Section 29, Township 16 North of Range 7 West, in the City of La Crosse lying North of and adjacent to said Lot 2; Part of Lot 4, in Block 3, of Northern Addition, in the City of La Crosse, described as follows: Beginning at the Southwest corner of said Lot 4 at the intersection of the North line of Section 29, Township 16 North of Range 7 West with the East line of Caledonia Street; thence North 0° 29' 20" West along said East line 18.05 feet; thence South 89° 32' 20" East 142.15 feet to the West line of the alley; thence South 0° 29; 20" East 16.82 feet along said West line to the North line of said Section 29; thence West 142.06 feet along said North line to the point of beginning.

Dear City Council,

The Caledonia Street Merchants have been working in partnership with the City of La Crosse and the North La Crosse Business Association to turn a portion of the Caledonia Street parking lot into a pocket park and vibrant space.

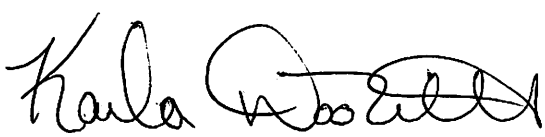
In October of 2016, the North La Crosse Business Association and the Caledonia Merchants worked with a planning firm to create the Uptowne Summit Report. The goal of the summit was to create a plan to make Old Towne North a more vibrant and livable space. Around 100 citizens raised over $20,000 to create this report to have actionable goals for this area of the city. Creating a gathering space at the 1200 block of Caledonia Street at this proposed parking lot was an action item presented in the plan.

In Fall of 2024, the City of La Crosse approached us with an interest in applying for a Wisconsin Economic Development Corporation Vibrant Spaces Grant. With a desire for reducing the width of the parking lot and creating additional outdoor space for people on Caledonia Street, the Caledonia Street Merchants committed $59,000 toward repaving the parking lot in order to help make this project a reality.

As the site stands, its sole use is a parking lot. The future goal for this area is to create something more out of the site and include seating, plantings, lighting, and other vibrancy aspects. All aspects of the pocket park are pedestrian-level enhancements that offer a warm and inviting atmosphere. This added space has the opportunity to create a more pedestrian-oriented experience on Caledonia Street, which can continue to grow and flourish after the project is complete.

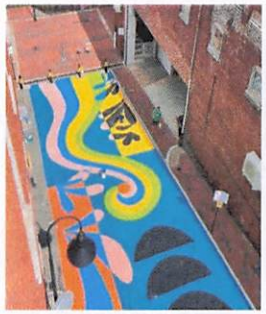
In order to complete this project, we are looking to rezone these parcels to public and semi-public to make them conform with the current and future use.

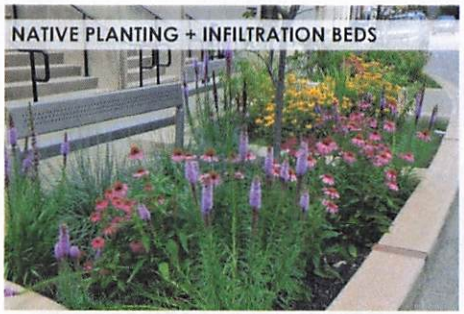
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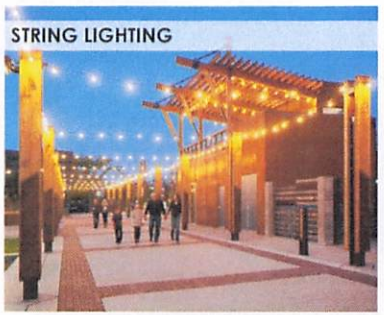
Karla Doolittle

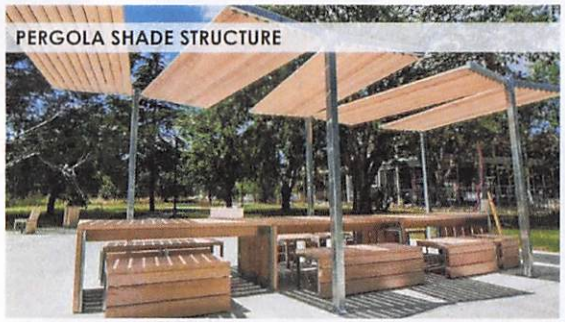






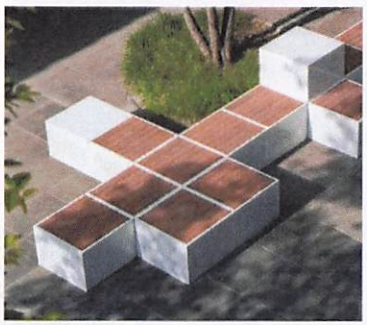
















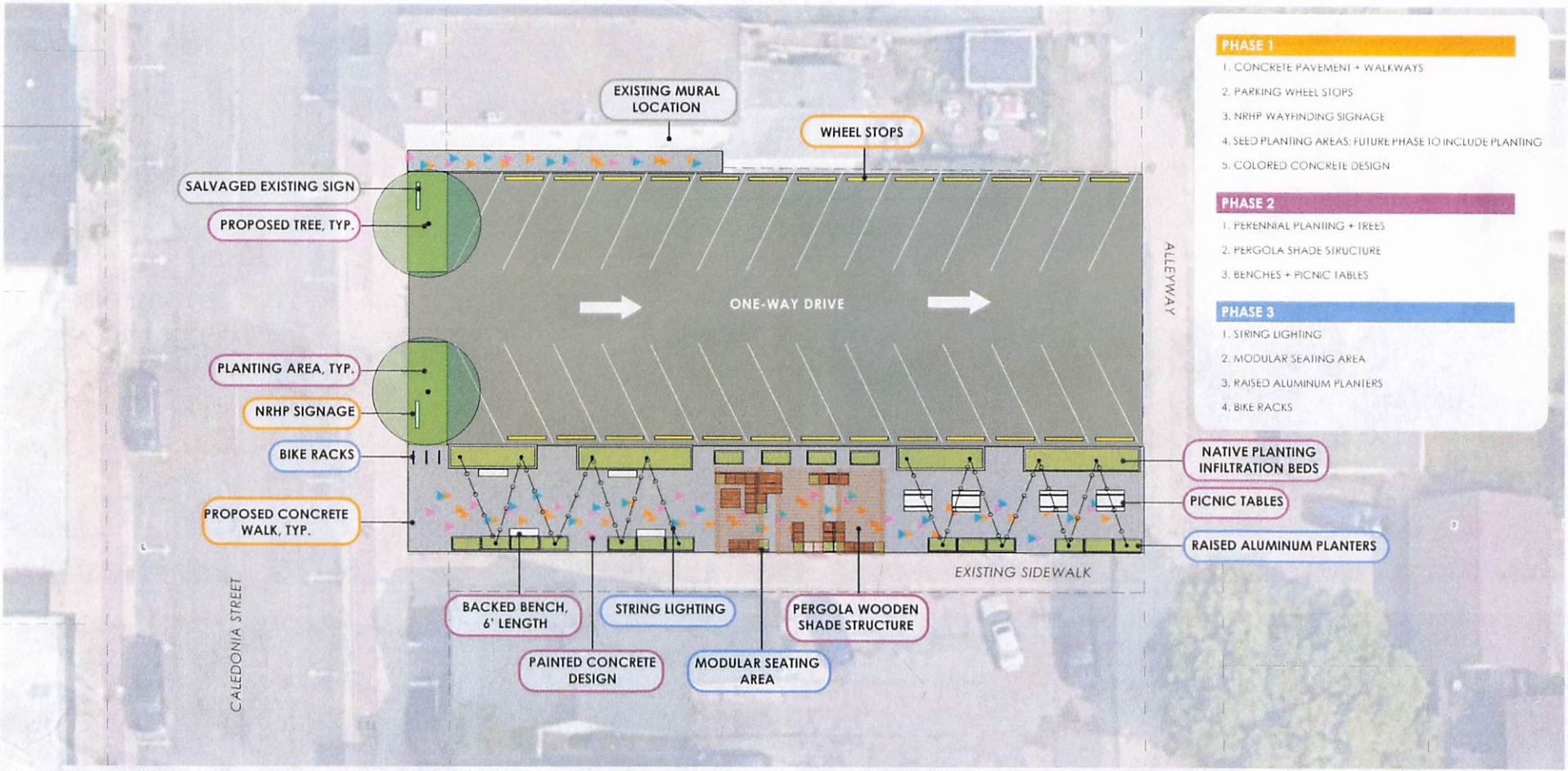




PRECEDENT IMAGES

ISG

POCKET PARK CONCEPT
La Crosse, WI
Dec 2024



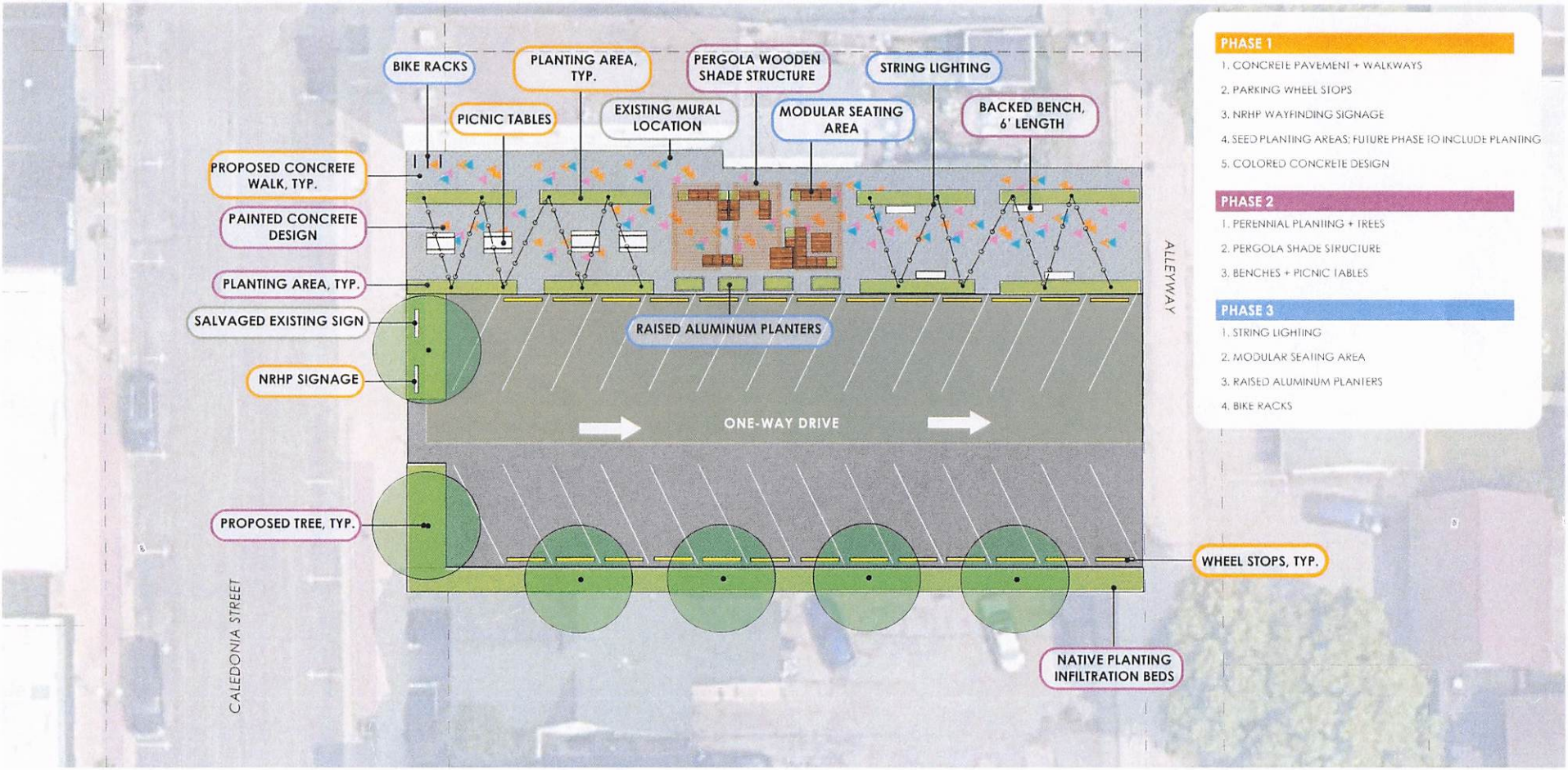
CONCEPT A

ISG

POCKET PARK CONCEPT

La Crosse, WI

Dec 2024



CONCEPT B

ISG

POCKET PARK CONCEPT

La Crosse, WI

Dec 2024

Tax Parcel	OwnerName	Property Address	Mailing Address	MailCityStateZip
17-10001-120	1213 CALEDONIA LLC	1213 & 1215 CALEDONIA ST	1213 CALEDONIA ST	LA CROSSE WI 54603-2514
17-10072-140	BARBARA J GROTH	1217 AVON ST	1217 AVON ST	LA CROSSE WI 54603
17-10004-30	BERGER PLUMBING LLC	1132 & 1134 CALEDONIA ST	1132 CALEDONIA ST	LA CROSSE WI 54603
17-10001-140	BUCHNER PROPERTIES LLC	1208 ROSE ST	2704 7TH ST S	LA CROSSE WI 54601
17-10072-120	CALEB S HANSON, CASSANDRA LOZANO HANSON	1218 & 1220 CALEDONIA ST	1218 CALEDONIA ST	LA CROSSE WI 54603
17-10001-60	CALEDONIA ST MERCHANTS PARKING LOT INC	1210 & 1214 CALEDONIA ST	1205 CALEDONIA ST	LA CROSSE WI 54603-2514
17-10072-130	CALEDONIA ST MERCHANTS PARKING LOT INC	1216 CALEDONIA ST	1205 CALEDONIA ST	LA CROSSE WI 54603-2514
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17-10002-130	MELISSA L HOCH	1131 CALEDONIA ST	1332 ROSE ST	LA CROSSE WI 54603-2460
17-10004-60	MINA INVESTMENTS LLC	1127 AVON ST	1705 OHLSUN CT	LA CROSSE WI 54601
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17-10075-40	TAMRA M NURURDIN, SETH T NURURDIN	1301 & 1303 AVON ST	N2047 VALLEY RD	LA CROSSE WI 54601
17-10004-20	THOMAS J WEBER	722 & 724 ST PAUL ST	PO BOX 1356	LA CROSSE WI 54602-1356
17-10001-110	TINMEN HOLDINGS LLC	1200 & 1202 CALEDONIA ST 705, 709, 711, 713 ST PAUL ST	374 2ND ST E	WINONA MN 55987
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Properties within 300 feet of 1210, 1214, and 1216 Caledonia St

Applicant: City of La Crosse Planning & Development Department

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17-10004-40	WENDY A WILLIAMSON	712 ST PAUL ST	2008 CHARLES AVE	ONALASKA WI 54650

Properties within 300 feet of 1210, 1214, and 1216 Caledonia St

Applicant: City of La Crosse Planning & Development Department

NOTICE OF HEARING ON
AMENDMENT TO ZONING RESTRICTION

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that the Common Council of the City of La Crosse, by its Judiciary & Administration Committee, will hold a public hearing on a proposed ordinance change in the zoning code as follows:

AN ORDINANCE to amend Subsection 115-110 of the Code of Ordinances of the City of La Crosse by transferring certain property from the Local Business District to the Public and Semi-Public District, allowing for a Vibrant Space (pocket park area) and parking lot at 1210, 1214, and 1216 Caledonia St.

Property is presently: a parking lot

Property is proposed to be: a pocket park area (Vibrant Space) and parking lot

Rezoning is necessary: because the current zoning is legal nonconforming; in order to redo the parking lot and add the Vibrant Space, the property needs to be in the correct zoning district

Tax Parcel 17-100001-60; 1210 & 1214 Caledonia St.
Tax Parcel 17-10072-130; 1216 Caledonia St.

The City Plan Commission will meet to consider such application on **Monday, June 30, 2025, at 4:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin (public speaking on such application is allowed).

A public hearing before the Judiciary & Administration Committee will be held on **Tuesday, July 1, 2025, at 6:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin.

Final action will be determined by the **Common Council** on **Thursday, July 10, 2025, at 6:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin.

Any person interested may appear at public hearings either in person, by agent, or by attorney, and may express their approval or objection, or file a letter in the office of the City Clerk.

The petition and/or maps relating to the above referenced amendment may be examined in the Office of the City Clerk, La Crosse City Hall, between the hours of 8:00 a.m. and 4:30 p.m. on any regular business day, holidays excepted, (by appointment) or in the Legislative Information Center which can be accessed from the City website at www.cityoflacrosse.org (search for File 25-0657).

Dated this 10th day of June, 2025.

Nikki M. Elsen, City Clerk
City of La Crosse

- -

Published: June 17 & 24, 2025
One (1) Affidavit

CITY CLERK
400 LA CROSSE ST
LA CROSSE WI 54601

RETURN SERVICE REQUESTED

RECEIVED
JUN 16 2025
City
Clerk's
Office

Presort
First Class Mail
ComBasPrice

US POSTAGE PITNEY BOWES
ZIP 54601 $ 000.62²
02 1W
0001399329 JUN 12 2025

NICKELATTI REAL ESTATE INC
543 DRIFTWOOD ST
WEST SALEM WI 54

553 NCE 1537A24I0006/14/25
RETURN TO SENDER
NICKELATTI
N7003 COUNTY RD W
HOLMEN WI 54636-8115

RETURN TO SENDER

INT
72 FRCIWMB 54636

25-057

CITY CLERK
400 LA CROSSE ST
LA CROSSE WI 54601

RETURN SERVICE REQUESTED

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ComBasPrice

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RECEIVED
JUN 16 2025
City
Clerk's
Office

TAMRA M NURURDIN, SETH T NURURDIN
N2047 VALLEY RD
LA CROSSE WI 5460

553 NCE 1537225T0006/14/25
RETURN TO SENDER
NURURDIN
1303 AVON ST
LA CROSSE WI 54603-2413

RETURN TO SENDER

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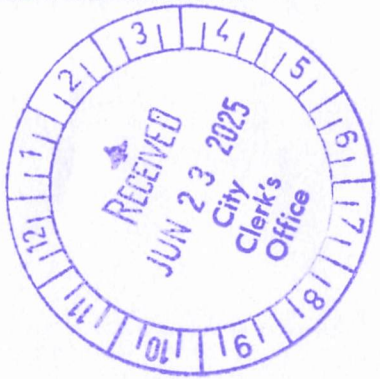
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CITY CLERK
400 LA CROSSE ST
LA CROSSE WI 54601

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ComBasPrice

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EAU CLAIRE WI 54701

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LA CROSSE Tribune

AFFIDAVIT OF PUBLICATION

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

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State of Florida, County of Orange, ss:

Edmar Corachia, 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. 17 2025, June. 24 2025

NOTICE ID: UEGt88moOqwIuQiMpTAM
PUBLISHER ID: COL-WI-101316
NOTICE NAME: Rezoning - 1210-1216 Caledonia St
Publication Fee: $159.04

Section: Legals
Category: 0001 Wisconsin Legals

Edmar Corachia
(Signed)_____

JESSICA GORDON-THOMPSON
Notary Public - State of Florida
Commission # HH301656
Expires on August 17, 2026

VERIFICATION

State of Florida
County of Orange

Subscribed in my presence and sworn to before me on this: 06/26/2025

_____
Notary Public
Notarized remotely online using communication technology via Proof.

NOTICE OF HEARING ON AMENDMENT TO ZONING RESTRICTION

TO WHOM IT MAY CONCERN:
NOTICE IS HEREBY GIVEN that the Common Council of the City of La Crosse, by its Judiciary & Administration Committee, will hold a public hearing on a proposed ordinance change in the zoning code as follows:

AN ORDINANCE to amend Subsection 115-110 of the Code of Ordinances of the City of La Crosse by transferring certain property from the Local Business District to the Public and Semi-Public District, allowing for a Vibrant Space (pocket park area) and parking lot at 1210, 1214, and 1216 Caledonia St.

Property is presently: a parking lot

Property is proposed to be: a pocket park area (Vibrant Space) and parking lot

Rezoning is necessary: because the current zoning is legal nonconforming; in order to redo the parking lot and add the Vibrant Space, the property needs to be in the correct zoning district

Tax Parcel 17-100001-60; 1210 & 1214 Caledonia St.

Tax Parcel 17-10072-130; 1216 Caledonia St.

The City Plan Commission will meet to consider such application on Monday, June 30, 2025, at 4:00 p.m. in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin (public speaking on such application is allowed).

A public hearing before the Judiciary & Administration Committee will be held on Tuesday, July 1, 2025, at 6:00 p.m. in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin.

Final action will be determined by the Common Council on Thursday, July 10, 2025, at 6:00 p.m. in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin.

Any person interested may appear at public hearings either in person, by agent, or by attorney, and may express their approval or objection, or file a letter in the office of the City Clerk.

The petition and/or maps relating to the above referenced amendment may be examined in the Office of the City Clerk, La Crosse City Hall, between the hours of 8:00 a.m. and 4:30 p.m. on any regular business day, holidays excepted, (by appointment) or in the Legislative Information Center which can be accessed from the City website at www.cityoflacrosse.org (search for File 25-0657).

Dated this 10th day of June, 2025.

Nikki M. Elsen, City Clerk
City of La Crosse
6/17, 6/24 LAC
COL-WI-101316 WNAXLP

Agenda Item 25-0657 (Julie Emslie)

AN ORDINANCE to amend Subsection 115-110 of the Code of Ordinances of the City of La Crosse by transferring certain property from the Local Business District to the Public and Semi-Public District, allowing for a pocket park area (Vibrant Space) and parking lot at 1210, 1214, and 1216 Caledonia St.

General Location

Council District 2, Lower Northside and Depot Neighborhood. Located on Caledonia Street between Clinton and St. Paul Street. The property is surrounded by Local Business and Residential zoning.

Background Information

The applicant is requesting a rezoning from C1- Local Business to PS - Public and Semi-Public in order to redo the parking lot and convert approximately 1/3 of the parking lot to a vibrant, public space. The proposed project is being done in partnership with the Caledonia Street Merchants, the North La Crosse Business Association, the City of La Crosse, and the Wisconsin Economic Development Corporation. Both the City and WEDC are serving as funders for the project.

Recommendation of Other Boards and Commissions

N/A

Consistency with Adopted Comprehensive Plan

This rezoning falls within the Lower Northside and Depot Neighborhood Association. Institutional use is a desired use in this neighborhood. Additionally, the Comprehensive Plan Action 5-6 is to establish pocket parks where there are gaps in the park system. This area will offer another pocket park/vibrant space for the northside. This rezoning is consistent with the Comprehensive Plan.

Staff Recommendation

Approval

Routing J&A 7.1.25



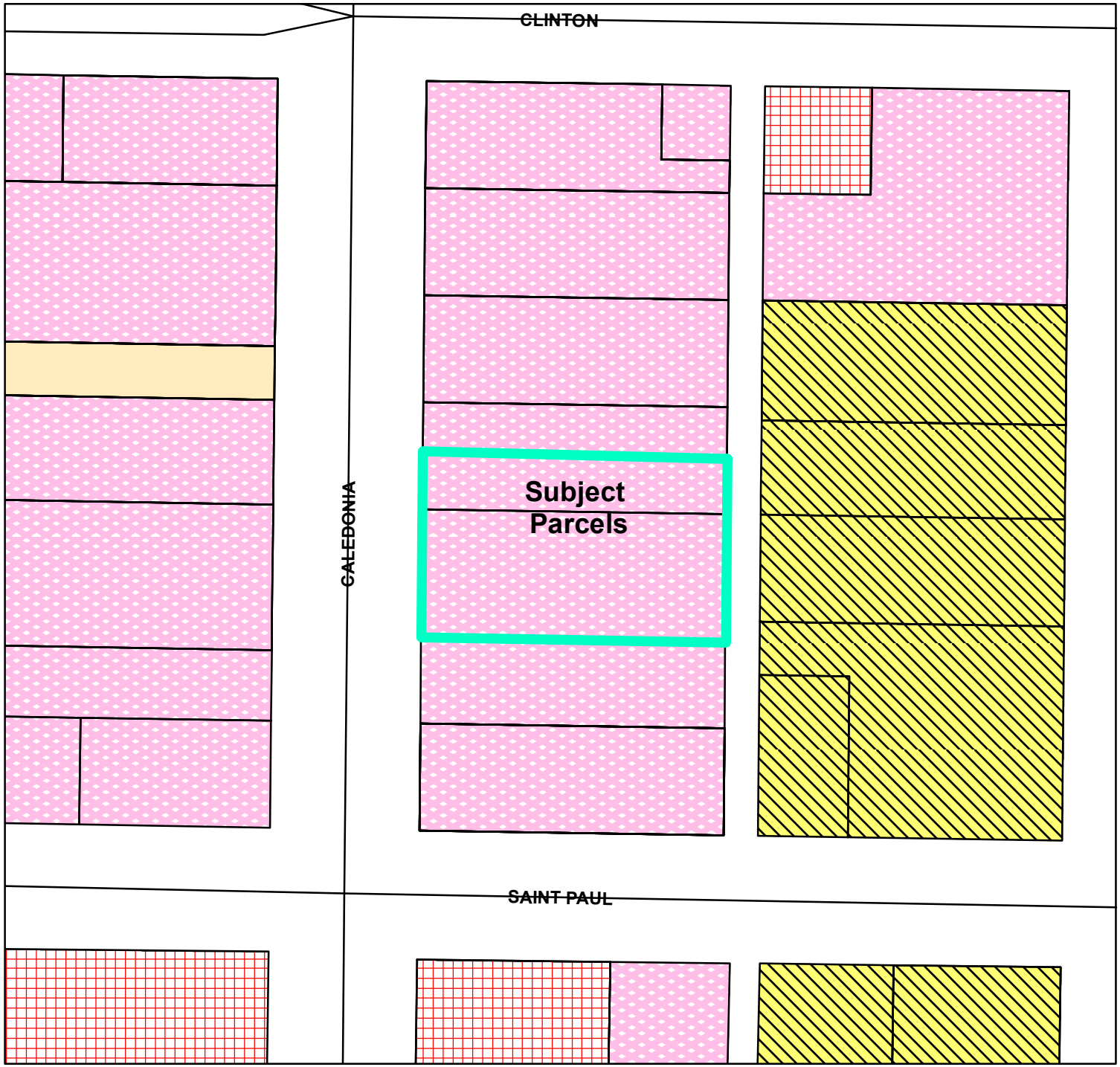
BASIC ZONING DISTRICTS

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

0 30 60 120 Feet

City of La Crosse Planning Department - 2025

PC 25-0657 376



BASIC ZONING DISTRICTS

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0 30 60 120 Feet

City of La Crosse Planning Department - 2025

PC 25-0657 377

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0661

Agenda Date: 7/10/2025

Version: 1

Status: Recommended to be Adopted

In Control: Common Council

File Type: Ordinance

Agenda Number:

ORDINANCE NO.: _____

AN ORDINANCE to amend Subsection 115-110 of the Code of Ordinances of the City of La Crosse by transferring certain property from the Traditional Neighborhood District – Specific to the to the Traditional Neighborhood District – Specific, allowing for a primary care clinic at 406 Jackson St.

THE COMMON COUNCIL of the City of La Crosse do ordain as follows:

SECTION I: Subsection 115-110 of the Code of Ordinances of the City of La Crosse is hereby amended by transferring certain property from the Traditional Neighborhood District – Specific to the to the Traditional Neighborhood District – Specific on the Master Zoning Map, to-wit:

Tax Parcel 17-30091-70; 406 Jackson St

SECTION II: Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this division shall not be affected.

SECTION III: This ordinance shall take effect and be in force from and after its passage and publication.

_____
Shaundel Washington-Spivey, Mayor

_____
Nikki M. Elsen, City Clerk

Passed:
Approved:
Published:

Document Envelope ID: 75FC84A7-7A55-47F1-872D-192A6FC5FF41

25-0661

PETITION FOR CHANGE TO ZONING
CITY OF LA CROSSE

AMENDMENT OF ZONING DISTRICT BOUNDARIES
For a Planned Development District or
Traditional Neighborhood District

Petitioner (name and address):

Jason Larsen - Executive Director, St. Clare Health Mission 916 Ferry St, La Crosse, WI 54601

Owner of site (name and address):

Jason Larsen - Executive Director, St. Clare Health Mission 916 Ferry St, La Crosse, WI 54601

Address of subject premises:

406 Jackson St, La Crosse, WI 54601

Tax Parcel No.: 17-30091-70

Legal Description (must be a recordable legal description; see Requirements):

BURNS ADDITION LOTS 1 & 2 BLOCK 7

PDD/TND: _____ General __X__ Specific _____ General & Specific

Zoning District Classification: TND -Specific

Proposed Zoning Classification: TND -Specific

Is the property located in a floodway/floodplain zoning district? ___ Yes __X__ No

Is the property/structure listed on the local register of historic places? ___ Yes __X__ No

Is the Rezoning consistent with Future Land Use Map of the Comprehensive Plan? __X__ Yes ___ No

Is the consistent with the policies of the Comprehensive Plan? __X__ Yes ___ No

Property is Presently Used For:

Chiropractor Clinic

Property is Proposed to be Used For:

Primary care clinic (see attached narrative for additional details)

Proposed Rezoning is Necessary Because (Detailed Answer):

2280 square foot addition to the building (see attached narrative for additional details)

Proposed Rezoning will not be Detrimental to the Neighborhood or Public Welfare Because (Detailed Answer):

The proposed project will not be not be detrimental to the neighborhood or public welfare. Please see attached narrative for more details.

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Proposed Rezoning will not be Detrimental to the City's Long Range Comprehensive Plan Goals, Objectives, Actions and Policies Because (Detailed Answer):

The proposed rezoning will not be detrimental to the City's long range comprehensive planning goals, nor any objectives, actions or policies. Please see attached narrative for additional details

The undersigned depose and state that I/we am/are the owner of the property involved in this petition and that said property was purchased by me/us on the 31.00 ***day of*** July, 2025.

I hereby certify that I am the owner or authorized agent of the owner (include affidavit signed by owner) and that I have read and understand the content of this petition and that the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

DocuSigned by:

(signature)

608 385 7801 — (telephone)

6/6/2025 — (date)

Jasonlarsen@stclarehealthmission.org

(email)

**Please see attached purchase agreement - property is currently under contract for purchase by St Clare Health Mission and will close on July 31st, 2025.*

At least 30 days prior to filing the petition for approval of the designation of a Planned Development District, the owner or his agent making such petition shall meet with the Planning Department, Engineering Department and Building Safety to discuss the scope and proposed nature of the contemplated development. ***(Pursuant sec. 115-156(3)(e)(1) of the Municipal Code of Ordinances of the City of La Crosse.)***

PETITIONER SHALL, BEFORE FILING, HAVE PETITION REVIEWED AND INFORMATION VERIFIED BY THE DIRECTOR OF PLANNING & DEVELOPMENT.

Review was made on the 16th day of June, 2025.

Signed: _____, Deputy Director
Director of Planning & Development

June 6, 2026

Tim Acklin, AICP
Planning Manager
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601
acklint@cityoflacrosse.org

ISG

RE: TND Petition Cover Letter
St Clare Health Mission Expansion– 406 Jackson St, La Crosse

Tim,

The St. Clare Health Mission (SCHM) was founded over 30 years ago through a partnership between the Franciscan Sisters of Perpetual Adoration (FSPA), the Franciscan Hospital, and Skemp Clinic (now part of Mayo Clinic Health Systems), along with Gundersen Clinic and Lutheran Hospital (now Emplify). For its first 24 years, SCHM operated under the legal and financial umbrella of the Franciscan Foundation of Mayo. In 2018, SCHM became an independent 501(c)(3) nonprofit organization.

SCHM currently serves approximately 2,500 patients annually, 75% of whom speak Spanish as their primary language. Today, SCHM is supported by a dedicated team of 13 staff members and over 174 volunteers—25% from Mayo Clinic Health Systems and 75% from Emplify—who work together to fulfill the mission that "Everyone in our community has access to needed medical care." SCHM's vision is realized through three core objectives:

- Expanding access to healthcare for individuals who face economic barriers.
- Providing meaningful volunteer opportunities for medical professionals.
- Educating healthcare students on the impact of poverty on health and well-being.

This petition includes a description of the proposed renovation project and demonstrates compliance with the Traditional Neighborhood Development (TND) ordinance and requirements.

PROJECT DESCRIPTION

To meet growing community needs, this project proposes relocating SCHM clinical operations from a temporary trailer on the Mayo Campus to a permanent facility at 406 Jackson Street. In order to accommodate the new use of primary care facilities, renovation and expansion to the current building is proposed. The subject property is zoned Traditional Neighborhood Development (TND) and located within the Washburn Neighborhood in La Crosse. Surrounding land uses include primarily low to medium density residential.

The existing structure at 406 Jackson Street is a single-story chiropractic clinic of approximately 2,500 square feet. The proposed project involves interior renovation a building addition to retrofit the space for primary care services. Space programming will include:

- New exam rooms, offices, and clinical support areas.
- A pharmacy for basic over-the-counter medications.
- A laboratory for essential basic diagnostic tests such as urinalysis.

The renovated clinic will serve uninsured adults aged 18–65 with a focus of provision of general medical and wellness services. Rehabilitation services will not be offered at this clinic.

Site improvements will include reconstruction of existing walkways and patio to support the building expansion and enhance site circulation. The patio will serve both patients and staff and will feature access to a pollinator garden designed to attract species such as monarch butterflies. This element holds cultural significance for SCHM's predominantly Hispanic patient population. The project also includes architectural enhancements to modernize the existing building's appearance and create a more welcoming environment. The addition of windows will increase natural light and visibility, contributing to a more hospitable and healing space for patients.

Once design, entitlements, permitting, and approvals for the project are completed this summer, construction is anticipated to run from August 8th through November 24th, with occupancy occurring shortly thereafter.

TND ORDINANCE CONFORMANCE

In accordance with City Code Sec. 115-403 Traditional Neighborhood Development, the following describes the proposed project's conformance with the TND ordinance.

i. Is compact.

The building additions tightly flank either sides of the existing footprint, minimizing impact to existing landscape and eliminating need to heavily reconfigure or expand surface parking.

ii. Is designed for the human scale.

The addition maintains single-story height of the existing building, which is harmonious and matches the character of surrounding low to medium densities.

iii. Provides a mix of uses, including residential, commercial, civic, and open space uses in close proximity to one another within the neighborhood.

The proposed project promotes mixed usage within the neighborhood. As surrounding uses are primarily low to medium density residential, the proposed primary care clinic diversifies land uses and provides a new critical service of accessible medical and wellness services to the neighborhood.

iv. Provides a mix of housing styles, types, and sizes to accommodate households of all ages, sizes, and incomes.

This project does not include any housing elements, but rather seeks to serve residents within the neighborhood and surrounding community. The subject property is located in the Washburn neighborhood, of which housing stock is comprised of a mix of homeowner, absentee landlord-owned, student rental and low-income housing. The property is directly adjacent to a new multi-family housing development, The Collective, which features mixed-income housing that seeks to address the city's goal of reducing homelessness by providing more accessible and affordable housing. As individuals and families experiencing or at-risk of homelessness often also lack access to medical insurance, the renovated clinic will serve as a critical resource to residents at the Collective and other low income housing in the neighborhood through the provision of general medical and wellness services to those without insurance.

v. Incorporates a system of relatively narrow, interconnected streets with sidewalks, bikeways, and transit that offer multiple routes for motorists, pedestrians, and bicyclists and provides for the connections of those streets to existing and future developments.

No impacts to the current street or transit network are proposed and the project will utilize the existing street and transit system. The project does include reconstruction of onsite walkways and patio to support the building expansion and enhance site circulation. Proximity to adjacent residential areas eliminates the need to travel far distances to access care and promotes walkability.

vi. Retains existing buildings with historical features or architectural features that enhance the visual character of the community.

The updated design embraces existing gable roof profile, emulating the surrounding residential neighborhood.

vii. Incorporates significant environmental features into the design.

The exterior envelope performance will contribute to improved building energy efficiency. Furniture, fixtures, and equipment from the chiropractor clinic will be salvaged and reused in the new development or otherwise relocated to other location to minimize waste.

In addition, intentional landscape design will include a pollinator garden to promote native plantings and species, attracting beneficial pollinators such as monarch butterflies. This element holds cultural significance for SCHM's Hispanic patient population, as monarch butterflies are symbolic in cultural and spiritual traditions. The site already hosts rain gardens as a form of green infrastructure to minimize stormwater runoff.

viii. Is consistent with the La Crosse's Comprehensive Plan or other applicable area plans.

The proposed project is consistent with future land uses as described in the La Crosse Comprehensive Plan. The proposed institutional land use is allowed within the Washburn Neighborhood (N-17) as described in the comprehensive plan and will harmoniously integrate with surrounding low and medium density residential uses. It meets the neighborhood goal of encouragement of family friendly low-density mixed usages, and goal of expansion of green space through provision of a pollinator garden and associated landscaping.

It also aligns with the vision of the Washburn neighborhood plan through the promotion of a vibrant, healthy, and livable neighborhood. The SCHM clinic will promote improved health and wellbeing through accessible provision of services.

SUPPORTING ATTACHMENTS

- Completed Application
- Site, Utility, and Landscape Plans
- Architectural Floor Plans and Elevations
- Stormwater Management Memorandum
- Check for Application Fee Amount of $700

Please contact me at 608.789.2034or via email at Tarah.Raaum@ISGinc.com with any questions or if there is any additional information we can provide in support of this project.

Tarah Raaum, AIA
Healthcare Business Unit Leader
tarah.raaum@isginc.com

WB-15 COMMERCIAL OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON May 12, 2025 **[DATE] IS (AGENT OF BUYER)**
~~(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)~~ **STRIKE THOSE NOT APPLICABLE**

The Buyer, St. Clare Health Mission,
offers to purchase the Property known as 406 Jackson St
_____
_____ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 625-642, or attach as an addendum per line 668] in the city of LaCrosse, County of LaCrosse Wisconsin, on the following terms:

PURCHASE PRICE The purchase price is Five Hundred Thirty Thousand
_____ Dollars ($530,000.00).

INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: _____
_____
_____
_____
All personal property included in purchase price will be transferred by bill of sale or _____
NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included or not included.

NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at lines 12-15) and the following: _____
_____
_____
_____.

CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.
"Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.
CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before May 16, 2025. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.
CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.
CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

CLOSING This transaction is to be closed on July 31, 2025
_____ at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.
CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money transfer instructions.

EARNEST MONEY
■ EARNEST MONEY of $ _____ accompanies this Offer.
If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
■ EARNEST MONEY of $ 5,000.00 will be mailed, or commercially, electronically or personally delivered within _____ days ("5" if left blank) after acceptance.

All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____) STRIKE THOSE NOT APPLICABLE (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special disbursement agreement.

■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

■ DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM: If negotiations do not result in an accepted offer and the earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4) upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the earnest money any costs and reasonable attorneys' fees, not to exceed $250, prior to disbursement.

■ LEGAL RIGHTS/ACTION: The Firm's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: _____. If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in Seller's disclosure report dated _____ and a Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and _____

_____

_____

_____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).

CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have rescission rights per Wis. Stat. § 709.05.

"Conditions Affecting the Property or Transaction" are defined to include:

a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and bulges), basement or other walls.

b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells, fire safety, security or lighting.

c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving the Property or any Defect related to a joint well serving the Property.

d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.

e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service septic system serving the Property not closed or abandoned according to applicable regulations.

f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously on the Property; LP tanks on the Property or any defects in such LP tanks.

g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the Property.

h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.

i. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements.

j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.

k. Proposed, planned or commenced construction of public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property.

l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to correct building code violations.

m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.

n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.

o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.

p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or insect infestations.

q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.

r. Property is subject to a mitigation plan required under administrative rules of the department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.

s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions; restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking.

t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.

u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or burial sites or archeological artifacts on the Property.

w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.

x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or a comparable program.

y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or similar group of which the Property owner is a member.

aa. Government investigation or private assessment/audit of environmental matters conducted.

bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties.

cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a pending property reassessment, remodeling that may increase the property's assessed value, or pending special assessments.

dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative.

ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or additions to the Property that were made during the owner's period of ownership without the required permits.

ff. Rented items located on the Property or items affixed to or closely associated with the Property.

gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive sliding, settling, earth movement or upheavals.

PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on lines 185-197 shall be deemed satisfied unless Buyer, within 60 days ("30" if left blank) after acceptance, delivers: (1) written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions checked at lines 185-197.

Proposed Use: Buyer is purchasing the Property for the purpose of: medical clinic and construction of the attached print _____ **[insert proposed use and type and size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].**

[X] **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines 181-183.

[ ] **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

[X] **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: medical clinic and building permit for construction at the property _____ or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use described at lines 181-183.

[ ] **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public roads.

[X] **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(~~Seller~~) [STRIKE ONE] ("Buyer" if neither stricken) obtaining the following, including all costs: a [CHECK ALL THAT APPLY] ☒ rezoning; ☐ conditional use permit; ☐ variance; ☒ other building permits for the Property for its proposed use described at lines 181-183. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

[ ] **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) [STRIKE ONE] ("Seller providing" if neither is stricken) a _____ survey (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) [STRIKE ONE] ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____ .

[STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title policy.

CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.

This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

[ ] **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within _____ days ("30" if left blank) after acceptance: [CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE]

☐ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity

☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with representations made prior to and in this Offer.

☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear of all liens, other than liens to be released prior to or at closing.

☐ Rent roll.

☐ Other _____

Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment notices.

All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within_____days ("5" if left blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

[ ] **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-291), at (Buyer's) (Seller's) expense [STRIKE ONE] ("Buyer's" if neither is stricken), which discloses no Defects.

NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

■ RIGHT TO CURE: Seller (shall) (shall not) [STRIKE ONE] ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by:

(1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;

(2) curing the Defects in a good and workmanlike manner; and

(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site Assessment report and:

(1) Seller does not have a right to cure; or

(2) Seller has a right to cure but:

(a) Seller delivers written notice that Seller will not cure; or

(b) Seller does not timely deliver the written notice of election to cure.

■ ENVIRONMENTAL SITE ASSESSMENT: An "Environmental Site Assessment" (also known as a "Phase|Site Assessment") may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines, as applicable.

CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or other site evaluation at lines 625-642 or attach as an addendum per line 668.

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

(1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects.

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an an inspection of _____

_____

(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified independent inspector or independent qualified third party.

Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).

This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance, delivers to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by:

(1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;

(2) curing the Defects in a good and workmanlike manner; and

(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not cure; or

(b) Seller does not timely deliver the written notice of election to cure.

IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.

☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [loan type or specific lender, if any] first mortgage loan commitment as described below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than $_____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed $ _____. Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 625-642 or in an addendum attached per line 668. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

■ LOAN AMOUNT ADJUSTMENT: If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a contingency for that purpose.

■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment. This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or

(2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

■ SELLER TERMINATION RIGHTS: If Buyer does not deliver a loan commitment on or before the Deadline on line 344. Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ FINANCING COMMITMENT UNAVAILABILITY: If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.

☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

(2) the Deadline for delivery of the loan commitment set on line 344

to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

~~IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT: Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:~~

~~(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or~~

~~(2) _____~~

~~_____ [Specify documentation Buyer agrees to deliver to Seller].~~

~~If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.~~

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure. If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not adjust the purchase price; or

(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.

☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this Offer becomes primary.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and _____

_____.

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:

☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED.

☐ Current assessment times current mill rate (current means as of the date of closing).

☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

☐ _____.

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein)**, free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and

_____

_____

_____ (insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.

■ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance.

~~■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or~~

~~476 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-477 489).~~

478 ■ DELIVERY OF MERCHANTABLE TITLE: The required title insurance commitment shall be delivered to Buyer's attorney
479 or Buyer not more than _____ days ("15" if left blank) after acceptance showing title to the Property as of a date
480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens
481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.
482 ■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of
483 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
484 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
485 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
486 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
487 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall
488 be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable
489 title to Buyer.
490 ■ SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced
491 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
492 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
493 describing the planned improvements and the assessment of benefits.
494 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
495 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
496 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
497 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
498 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
499 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**
500 LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
501 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
502 (written) (oral) STRIKE ONE lease(s), if any, are _____
503 _____
504 _____ Insert additional terms, if any, at lines 625-642 or attach as an addendum per line 668.
505 [ ] **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than___ days ("7" if left blank) before closing, estoppel
506 letters dated within ____ days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term,
507 rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease
508 or tenancy.
509 DEFINITIONS
510 ■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
511 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
512 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.
513 ■ BUSINESS DAY: "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
514 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
515 registered mail or make regular deliveries on that day.
516 ■ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
517 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
518 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
519 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
520 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
521 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
522 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.
523 ■ DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
524 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
525 significantly shorten or adversely affect the expected normal life of the premises.
526 ■ FIRM: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.
527 ■ PARTY: "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.
528 ■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-8.
529 INCLUSION OF OPTIONAL PROVISIONS Terms of this Offer that are preceded by an OPEN BOX ([ ]) are part of
530 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.
531 PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land, building or room dimensions, or total
532 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
533 rounding, formulas used or other reasons, unless verified by survey or other means.
534 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land,**
535 **building or room dimensions, if material.**

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

MAINTENANCE Seller shall maintain the Property and all personal property included in the purchase price until the earlier of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for ordinary wear and tear and changes agreed upon by Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING If, prior to closing, the Property is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

BUYER'S PRE-CLOSING WALK-THROUGH Within three days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 625-642 or in an addendum attached per line 668. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.doc.wi.gov or by telephone at (608) 240-5830.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the amount of any liability assumed by Buyer.

CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed upon the Property.

Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

IF SELLER IS A NON-FOREIGN PERSON. Seller shall, no later than closing, execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status, Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this Offer and proceed under lines 571-578.

IF SELLER IS A FOREIGN PERSON. If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

COMPLIANCE WITH FIRPTA. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC § 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also shall pay to Buyer an amount not to exceed $1,000 for actual costs associated with the filing and administration of forms, affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.

Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding FIRPTA.

[X] **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of 2.4% of the purchase price (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage fees at closing. Payment made under this provision represents an economic adjustment only and does not create any agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party beneficiary of this contract.

ADDITIONAL PROVISIONS/CONTINGENCIES

This offer is contingent upon Buyer obtaining financing to purchase the property from donors on or before June 30th, 2025. If buyer does not obtain such donor financing by June 30th, 2025, then Buyer may terminate this offer and all earnest money shall be disbursed to buyer.

TAX DEFERRED EXCHANGE If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a result of the exchange.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 650-665.

(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at 652 or 653.

Name of Seller's recipient for delivery, if any: David Bentz

Name of Buyer's recipient for delivery, if any: Jason Larsen

654 [ ] (2) Fax: fax transmission of the document or written notice to the following number:
655 Seller: (_____) _____ Buyer: (_____) _____
656 [ ] (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a
657 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
658 address at line 661 or 662.
659 [ ] (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
660 Party, or to the Party's recipient for delivery, for delivery to the Party's address.
661 Address for Seller: _____
662 Address for Buyer: _____
663 [X] (5) Email: electronically transmitting the document or written notice to the email address.
664 Email Address for Seller: Mike@OnalaskaRealty.com
665 Email Address for Buyer: Chris@OnalaskaRealty.com
666 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
667 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.
668 [X] **ADDENDA:** The attached Blueprint is/are made part of this Offer.
669 This Offer was drafted by [Licensee and Firm] Christopher Richgels RE/MAX Results

670 **WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions
671 sent via email. Funds wired to a fraudulent account are often impossible to recover.

672 Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate
673 agent, Firm, lender, title company, attorney or other source connected to your transaction. These
674 communications are convincing and professional in appearance but are created to steal your
675 money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate
676 source.

677 DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU
678 calling a verified number of the entity involved in the transfer of funds. Never use contact
679 information provided by any suspicious communication.

680 **Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or**
681 **verification of any wiring or money transfer instructions.**

682 Buyer Entity Name (if any): St. Clare Health Mission

683 (x) _____ 5.12.25
684 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Jason Larsen, Executive Director Date ▲

685 (x) _____
686 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲
687

688 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
689 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
690 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
691 **COPY OF THIS OFFER.**

692 Seller Entity Name (if any): _____

693 (x) _____ David M. Bentz 5-13-2025
694 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

695 (x) Lana J. Bentz Lana J Bentz 5-13-2025
696 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

697 This Offer was presented to Seller by [Licensee and Firm] _____

698 _____ on 5-13-25 at 10:00 a.m./~~p.m.~~

699 This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
700 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

SYMBOL LEGEND

EXISTING		PROPOSED
EX STM MH	STORM MANHOLE	
EX CB	STORM CATCH BASIN	
EX CO	STORM CLEANOUT	>>
	STORM CULVERT	>>
	DOWNSPOUT	
	ROOF DRAIN	
EX SAN MH	SANITARY MANHOLE	
EX CO	SANITARY CLEANOUT	>
EX LIFT STATION LS	LIFT STATION	
	WATER REDUCER	
	WATER VALVE	
	WATER VALVE MAHOLE	
	WATER CURB STOP	
	WATER SHUT-OFF	
EX POST INDICATOR VALVE	POST INDICATOR VALVE	
	FIRE DEPARTMENT CONNECTION	
	WELL	
EX MW	MONITORING WELL	
	LAWN SPRINKLER BOX	
	LAWN SPRINKLER HEAD	
	HYDRANT	
EX YARD HYD	YARD HYDRANT	
	UTILITY POLE	
	LIGHT POLE	
	GROUND LIGHT	
	GUY WIRE	
	TRANSFORMER	
EX HH	HANDHOLE	
EX ELEC MH	ELECTRIC MANHOLE	
EM	ELECTRIC METER	
V	UTILITY VAULT	
AC	AIR CONDITIONER	
GM	GAS METER	
GGV	GAS VALVE	
SB-1	SOIL BORING	
	FLAG POLE	
MB	MAILBOX	
EX SIGNAL	TRAFFIC SIGNAL	
	SIGN	
	STREET SIGN	
	WHEEL STOP	
RR	RAILROAD CROSSING SIGN	
	POST	
	DECIDUOUS TREE	
	CONIFEROUS TREE	
	BUSH	
	TREE STUMP	
	WETLAND / MARSH	
	ROCK / BOULDER	

NOTE:
CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES.

LINETYPE LEGEND

EXISTING		PROPOSED
>>	STORM DRAIN	>>
>	SANITARY SEWER	>
II>	SANITARY SEWER FORCEMAIN	II>
I	WATER MAIN	I
G	GAS	G
OE	OVERHEAD ELECTRIC	OE
UE	UNDERGROUND ELECTRIC	UE
UT	UNDERGROUND TELEPHONE	UT
UTV	UNDERGROUND TV	UTV
OHL	OVERHEAD UTILITY	OHL
UTL	UNDERGROUND UTILITY	UTL
FO	FIBER OPTIC	FO
WET	WETLAND	WET
W	WATER EDGE	
	DITCH / SWALE	
X X	FENCE LINE	X X
	TREE LINE	
	PROPERTY / LOT LINE	
	RIGHT OF WAY LINE	
Δ Δ	ACCESS CONTROL	
	EASEMENT LINE	

NOTE:
CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES.

ABBREVIATIONS

ADA	AMERICANS WITH DISABILITIES ACT	GC	GENERAL CONTRACTOR	PSI	POUNDS PER SQUARE INCH
ADD	ADDENDUM	GFE	GARAGE FLOOR ELEVATION	PVC	POLYVINYL CHLORIDE
AFF	ABOVE FINISHED FLOOR	GL	GUTTER LINE	PVMT	PAVEMENT
AGG	AGGREGATE	GPM	GALLONS PER MINUTE	QTY	QUANTITY
APPROX	APPROXIMATE	GV	GATE VALVE	R	RIM
ARCH	ARCHITECT, ARCHITECTURAL	HDPE	HIGH DENSITY POLYETHYLENE	RAD	RADIUS
BFE	BASEMENT FLOOR ELEVATION	HD	HEAVY DUTY	RCP	REINFORCED CONCRETE PIPE
BIT	BITUMINOUS	HH	HANDHOLE	RD	ROOF DRAIN
BLDG	BUILDING	HMA	HOT MIX ASPHALT	REBAR	REINFORCING BAR
BM	BENCHMARK	HORIZ	HORIZONTAL	REM	REMOVE
CAD	COMPUTER-AIDED DESIGN	HR	HOUR	ROW	RIGHT OF WAY
CB	CATCH BASIN	HWL	HIGH WATER LEVEL	RW	RIGHT OF WAY
CFS	CUBIC FEET PER SECOND	HWY	HIGHWAY	SAN	SANITARY
CF	CUBIC FOOT	HYD	HYDRANT	SCH	SCHEDULE
CI	CAST IRON	I	INVERT	SF	SQUARE FOOT
CIP	CAST IRON PIPE	ID	INSIDE DIAMETER	SPEC	SPECIFICATION
CIPC	CAST IN PLACE CONCRETE	IN	INCH	SQ	SQUARE
CJ	CONTROL JOINT	INV	INVERT	STA	STATION
CL	CENTERLINE	IP	IRON PIPE	STM	STORM
CMP	CORRUGATED METAL PIPE	IPS	IRON PIPE SIZE	SY	SQUARE YARD
CO	CLEANOUT	J-BOX	JUNCTION BOX	T/C	TOP OF CURB
CONC	CONCRETE	JT	JOINT	TEL	TELEPHONE
CONST	CONSTRUCTION	LF	LINEAR FEET	TEMP	TEMPORARY
CONT	CONTINUOUS	LIN	LINEAR	THRU	THROUGH
CR	COUNTY ROAD	LPS	LOW PRESSURE STEAM	TNFH	TOP NUT OF FIRE HYDRANT
CY	CUBIC YARD	LS	LUMP SUM	TRANS	TRANSFORMER
C&G	CURB AND GUTTER	LSO	LOWEST STRUCTURAL OPENING	TV	TELEVISION
DEMO	DEMOLITION	MAX	MAXIMUM	T/W	TOP OF WALL
DI	DROP INTAKE	MB	MAIL BOX	TYP	TYPICAL
DIA	DIAMETER	MECH	MECHANICAL	UT	UTILITY, UNDERGROUND TELEPHONE
DIM	DIMENSION	MH	MANHOLE	VCP	VITRIFIED CLAY PIPE
DS	DOWNSPOUT	MIN	MINIMUM	W/O	WITHOUT
EA	EACH	MISC	MISCELLANEOUS	W/	WITH
ELEC	ELECTRICAL	NO	NUMBER	YD	YARD
ELEV	ELEVATION	NTS	NOT TO SCALE	YR	YEAR
EOF	EMERGENCY OVERFLOW	NWL	NORMAL WATER LEVEL		
EQ	EQUAL	OC	ON CENTER		
EX	EXISTING	OCEW	ON CENTER EACH WAY		
F/G	FORM GRADE	OH	OVERHEAD		
FDC	FIRE DEPARTMENT CONNECTION	OHWL	ORDINARY HIGH WATER LEVEL		
FDN	FOUNDATION	OHD	OVERHEAD DOOR		
FES	FLARED END SECTION	OZ	OUNCE		
FFE	FINISHED FLOOR ELEVATION	PCC	PORTLAND CEMENT CONCRETE		
FPM	FEET PER MINUTE	PED	PEDESTAL, PEDESTRIAN		
FPS	FEET PER SECOND	PERF	PERFORATED		
FT	FOOT, FEET	PL	PROPERTY LINE		
FTG	FOOTING	PP	POLYPROPYLENE		
GA	GAUGE				
GAL	GALLON				
GALV	GALVANIZED				



LOCATION MAP

0 500 1,000
SCALE IN FEET

PROJECT GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS, WHICH INCLUDE, BUT ARE NOT LIMITED TO, THE OWNER - CONTRACTOR AGREEMENT, THE PROJECT MANUAL (WHICH INCLUDES GENERAL SUPPLEMENTARY CONDITIONS AND SPECIFICATIONS), DRAWINGS OF ALL DISCIPLINES AND ALL ADDENDA, MODIFICATIONS, AND CLARIFICATIONS ISSUED BY ARCHITECT/ENGINEER.
2. CONTRACT DOCUMENTS SHALL BE ISSUED TO ALL SUBCONTRACTORS BY THE GENERAL CONTRACTOR IN COMPLETE SETS IN ORDER TO ACHIEVE THE FULL EXTENT AND COMPLETE COORDINATION OF ALL WORK.
3. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
4. FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
5. DETAILS SHOWN ARE INTENDED TO BE INDICATIVE OF THE PROFILES AND TYPE OF DETAILING REQUIRED THROUGHOUT THE WORK. DETAILS NOT SHOWN ARE SIMILAR IN CHARACTER TO DETAILS SHOWN. WHERE SPECIFIC DIMENSIONS, DETAILS, OR DESIGN INTENT CANNOT BE DETERMINED, NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
6. ALL MANUFACTURED ARTICLES, MATERIALS, AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, CLEANED, AND CONDITIONED ACCORDING TO MANUFACTURERS' INSTRUCTIONS. IN CASE OF DISCREPANCIES BETWEEN MANUFACTURERS' INSTRUCTIONS AND THE CONTRACT DOCUMENTS, NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
7. ALL DISSIMILAR METALS SHALL BE EFFECTIVELY ISOLATED FROM EACH OTHER TO AVOID GALVANIC CORROSION.
8. THE LOCATION AND TYPE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY AND ARE ACCURATE AND COMPLETE TO THE BEST OF THE KNOWLEDGE OF I & S GROUP, INC. (ISG). NO WARRANTY OR GUARANTEE IS IMPLIED. THE CONTRACTOR SHALL VERIFY THE SIZES, LOCATIONS, AND ELEVATIONS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLAN.
9. THE CONTRACTOR IS TO CONTACT "DIGGERS HOTLINE" FOR UTILITY LOCATIONS A MINIMUM OF 3 BUSINESS DAYS PRIOR TO ANY EXCAVATION / CONSTRUCTION (811 OR 1-800-242-8511).

DIGGERS HOTLINE
Dial 811 or (800)242-8511
www.DiggersHotline.com

SITE SUMMARY

PROJECT ADDRESS/LOCATION:	408 JACKSON STREET LA CROSSE, WI, 54601
ZONING:	TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND)
SITE/LOT AREA:	16,815 SF (0.4 AC)

REQUIRED SETBACKS

	PARKING	BUILDING
FRONT YARD	5'	0'
SIDE YARD	5'	4'
REAR YARD	5'	15'

CIVIL SHEET INDEX

C0-10 SITE DATA
C2-10 EXISTING SITE AND REMOVAL PLAN
C3-10 SITE PLAN

SPECIFICATIONS REFERENCE

ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF LA CROSSE STANDARD SPECIFICATIONS, CURRENT EDITION, WISDOT STANDARD SPECIFICATIONS, 2025 EDITION, WISDOT CONSTRUCTION AND MATERIALS MANUAL, CURRENT EDITION, WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES STATE PLUMBING CODE, CURRENT EDITION, AND STANDARD SPECIFICATION FOR SEWER & WATER CONSTRUCTION IN WISCONSIN, 6th EDITION, UNLESS DIRECTED OTHERWISE.

PROJECT DATUM

HORIZONTAL COORDINATES HAVE BEEN REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT (NAD83(2011)) ON THE _____ COUNTY COORDINATE SYSTEM, IN U.S. SURVEY FEET.

TOPOGRAPHIC SURVEY

THIS PROJECT'S TOPOGRAPHIC SURVEY CONSISTS OF DATA COLLECTED IN MONTH YEAR BY COMPANY NAME.

B.M. ELEVATION=XXXX.XX

ISG

Borton CONSTRUCTION

PRELIMINARY NOT FOR CONSTRUCTION

SHEET NOT VALID UNLESS THIS TEXT IS COLOR.

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PROJECT

ST. CLARE HEALTH MISSION CLINIC RENOVATION & EXPANSION

LA CROSSE WISCONSIN

REVISION SCHEDULE

DATE	DESCRIPTION	BY

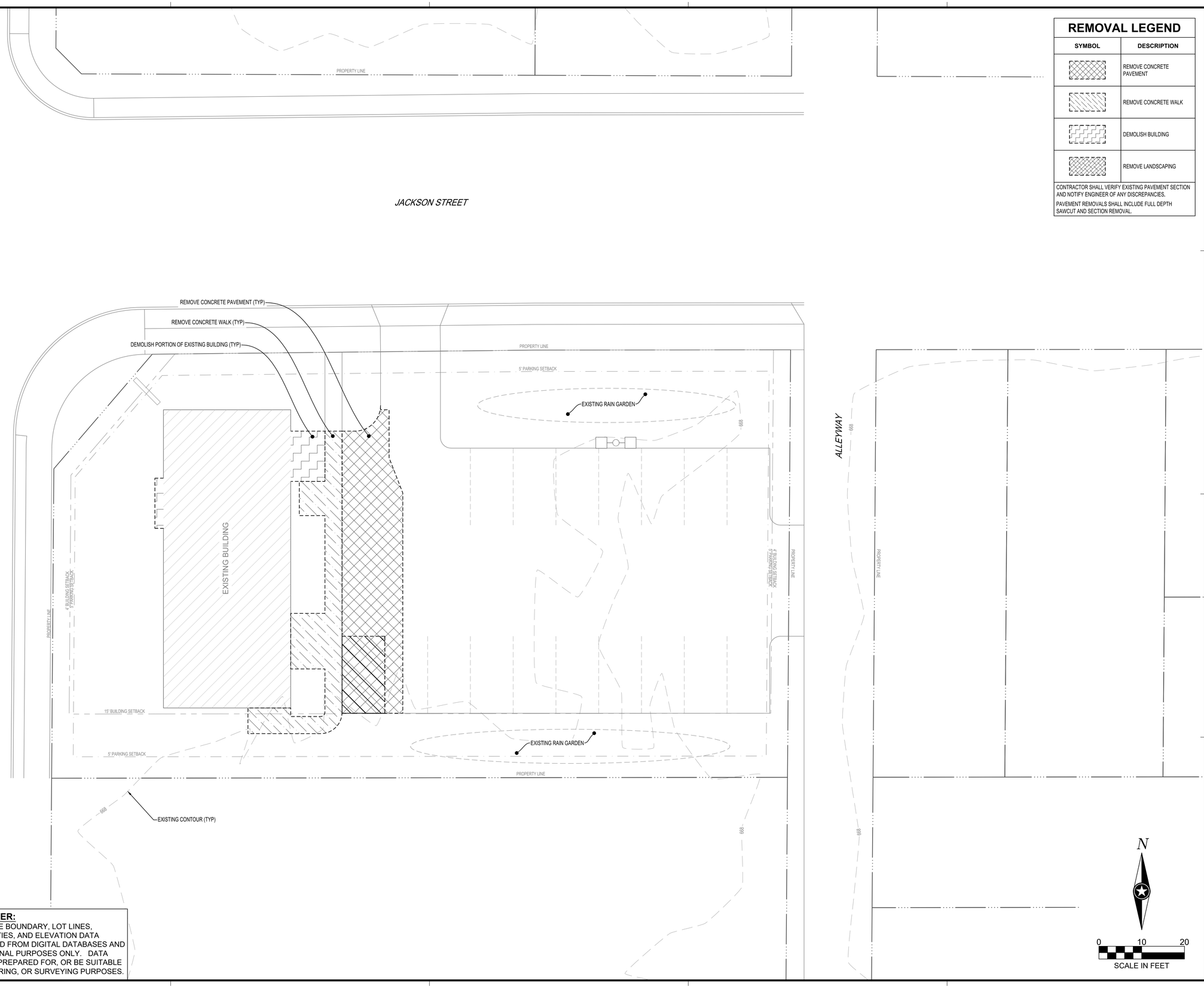
PROJECT NO.	21-31139
FILE NAME	31139-C0-GENERAL
DRAWN BY	---
DESIGNED BY	---
REVIEWED BY	---
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

SITE DATA

SHEET

C0-10



REMOVAL LEGEND

SYMBOL	DESCRIPTION
	REMOVE CONCRETE PAVEMENT
	REMOVE CONCRETE WALK
	DEMOLISH BUILDING
	REMOVE LANDSCAPING

CONTRACTOR SHALL VERIFY EXISTING PAVEMENT SECTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.

PAVEMENT REMOVALS SHALL INCLUDE FULL DEPTH SAWCUT AND SECTION REMOVAL.

GIS MAP DISCLAIMER:
INFORMATION FOR THE BOUNDARY, LOT LINES, UNDERGROUND UTILITIES, AND ELEVATION DATA SHOWN WERE DERIVED FROM DIGITAL DATABASES AND ARE FOR INFORMATIONAL PURPOSES ONLY. DATA MAY NOT HAVE BEEN PREPARED FOR, OR BE SUITABLE FOR: LEGAL, ENGINEERING, OR SURVEYING PURPOSES.

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PROJECT

ST. CLARE HEALTH MISSION CLINIC RENOVATION & EXPANSION

LA CROSSE WISCONSIN

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	21-31139
FILE NAME	31139-C2-EXIST
DRAWN BY	---
DESIGNED BY	---
REVIEWED BY	---
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

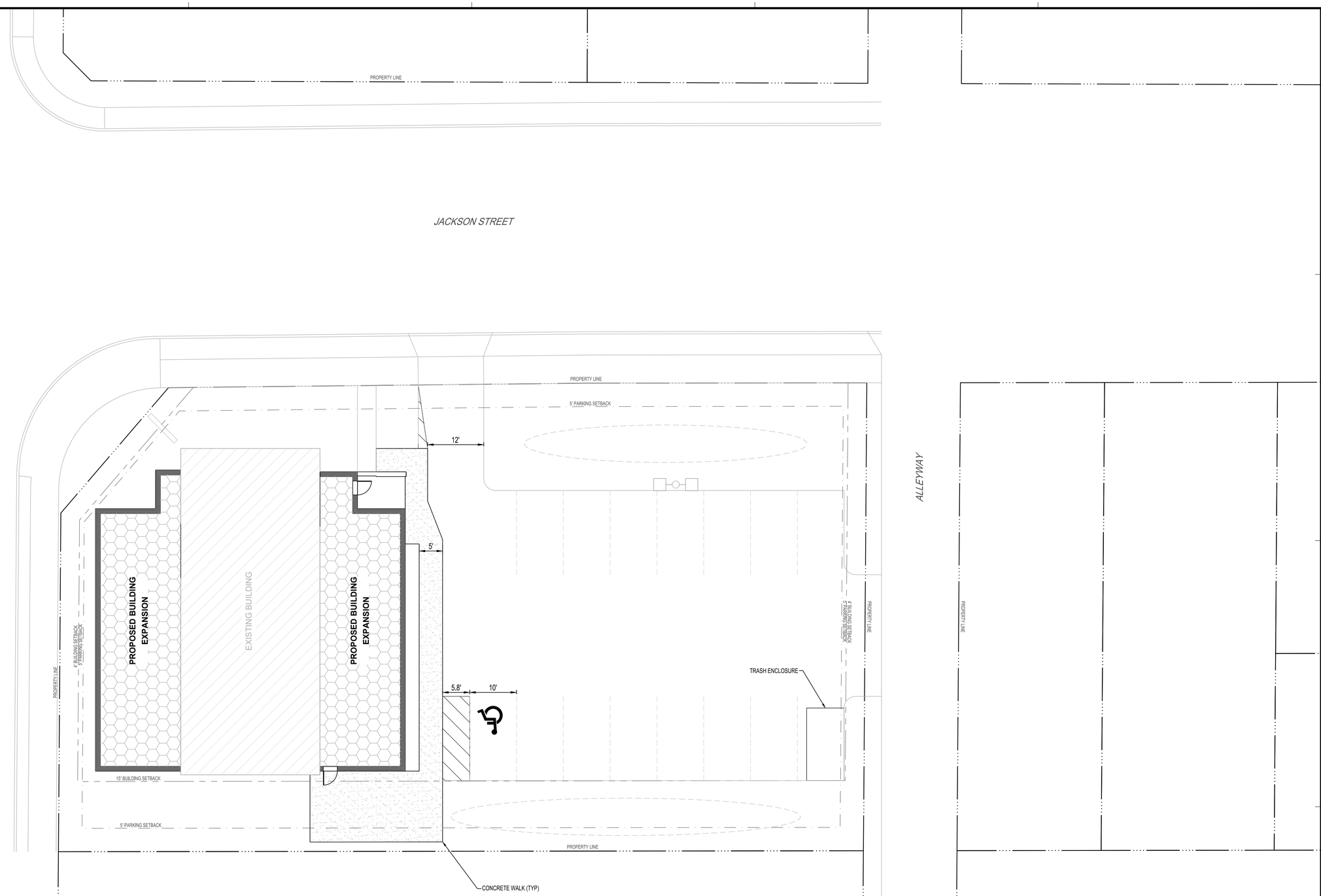
TITLE

EXISTING SITE AND REMOVAL PLAN

SHEET

C2-10

PRELIMINARY NOT FOR CONSTRUCTION



GIS MAP DISCLAIMER:
INFORMATION FOR THE BOUNDARY, LOT LINES, UNDERGROUND UTILITIES, AND ELEVATION DATA SHOWN WERE DERIVED FROM DIGITAL DATABASES AND ARE FOR INFORMATIONAL PURPOSES ONLY. DATA MAY NOT HAVE BEEN PREPARED FOR, OR BE SUITABLE FOR: LEGAL, ENGINEERING, OR SURVEYING PURPOSES.

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0 10 20
SCALE IN FEET

ISG

Borton CONSTRUCTION

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PROJECT

ST. CLARE HEALTH MISSION CLINIC RENOVATION & EXPANSION

LA CROSSE WISCONSIN

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	21-31139
FILE NAME	31139-C3-SITE
DRAWN BY	---
DESIGNED BY	---
REVIEWED BY	---
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

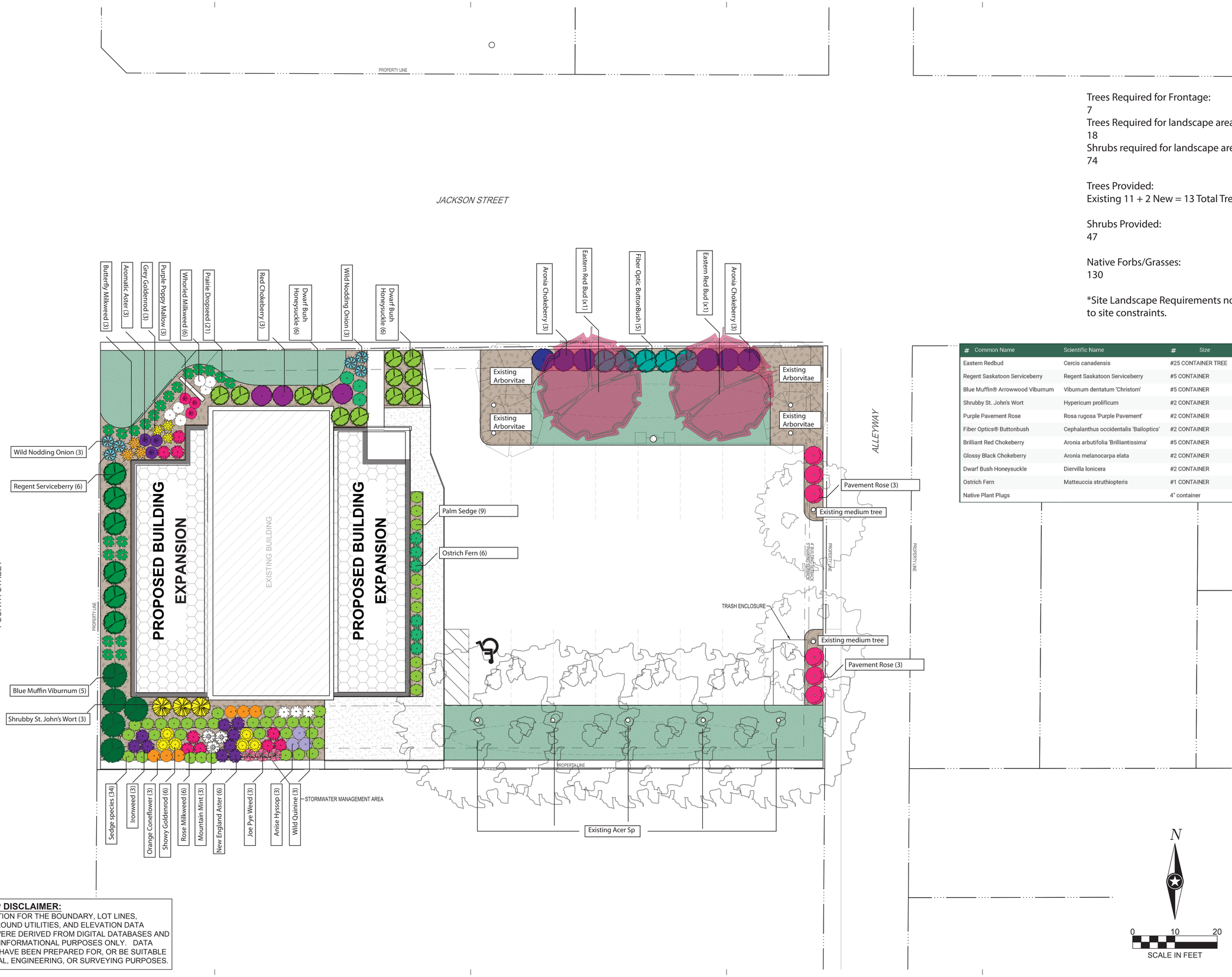
TITLE

SITE PLAN

SHEET

C3-10

PRELIMINARY NOT FOR CONSTRUCTION



Trees Required for Frontage:
7
Trees Required for landscape area:
18
Shrubs required for landscape area:
74

Trees Provided:
Existing 11 + 2 New = 13 Total Trees

Shrubs Provided:
47

Native Forbs/Grasses:
130

*Site Landscape Requirements not met due to site constraints.

#	Common Name	Scientific Name	#	Size	#	Quantity
	Eastern Redbud	Cercis canadensis	#25	CONTAINER TREE		2.00
	Regent Saskatoon Serviceberry	Regent Saskatoon Serviceberry	#5	CONTAINER		6.00
	Blue Muffin® Arrowwood Viburnum	Viburnum dentatum 'Christom'	#5	CONTAINER		5.00
	Shrubby St. John's Wort	Hypericum prolificum	#2	CONTAINER		3.00
	Purple Pavement Rose	Rosa rugosa 'Purple Pavement'	#2	CONTAINER		6.00
	Fiber Optics® Buttonbush	Cephalanthus occidentalis 'Bailoptics'	#2	CONTAINER		5.00
	Brilliant Red Chokeberry	Aronia arbutifolia 'Brilliantissima'	#5	CONTAINER		3.00
	Glossy Black Chokeberry	Aronia melanocarpa elata	#2	CONTAINER		6.00
	Dwarf Bush Honeysuckle	Diervilla lonicera	#2	CONTAINER		12.00
	Ostrich Fern	Matteuccia struthiopteris	#1	CONTAINER		6.00
	Native Plant Plugs		4"	container		124.00

GIS MAP DISCLAIMER:
INFORMATION FOR THE BOUNDARY, LOT LINES, UNDERGROUND UTILITIES, AND ELEVATION DATA SHOWN WERE DERIVED FROM DIGITAL DATABASES AND ARE FOR INFORMATIONAL PURPOSES ONLY. DATA MAY NOT HAVE BEEN PREPARED FOR, OR BE SUITABLE FOR: LEGAL, ENGINEERING, OR SURVEYING PURPOSES.

Site Notes

Coulee Region Ecoscapes LLC
1522 Green Bay St.
La Crosse, WI 54601
(608) 799-2797
couleeregionecoscapes@gmail.com

St Clare Health Mission

Title:
Landscape Plan

Project Location:
406 Jackson St. La Crosse WI

Revision Date:
06/06/2025

Scale 1:10

Sheet Number:
L-100

MEMORANDUM

DATE: 06/06/2025

TO: City of La Crosse – Engineering Department
Attn: Yuri Nasonovs

FROM: Shawn Demers

SUBJECT: Saint Clare Health Mission Clinic - Stormwater Management

---

This stormwater management memo has been prepared for the proposed Saint Clare Health Mission Clinic Expansion located at 406 Jackson Street La Crosse, WI 54601. The project will consist of the construction expansion of the existing building, concrete walk, utilities, erosion control, and landscaping.

Existing Site Information
The existing 2,220 sf facility was constructed in 2013. The site was considered a redevelopment and therefore was required to meet the water quality and quantity standards set forth by the city. The stormwater management devices chosen were two rain gardens, one on either side of the proposed parking lot. The existing site has a lot area of 16,840 sf with 9,475 sf of that being impervious areas.

Proposed Site Information
The proposed site will include two building additions, one to the east and one to the west, of the existing building. The project will disturb approximately 0.14 Acres. These additions, along with the reconstructed sidewalks and patio area, result in a total impervious area of 10,960 sf.

Applicability and Jurisdiction
Following the City of La Crosse Municipal Code of Ordinances, Section 105-55 – Applicability and Jurisdiction, the proposed building expansions will not require post construction stormwater management. The standards from Section 105-55, as well as the specific proposed site criteria are listed table below.

City of La Crosse Municipal Code of Ordinances Section 105-55

(a) Applicability and jurisdiction

(1) Applicability. Where not otherwise limited by law, this article applies after final stabilization to a site of land disturbing construction activity meeting any of the criteria in this paragraph, unless the site is otherwise exempt under subsections (a)(2) or (c).

a. A post-construction site that had a quarter or more acres of land disturbing construction activity.
    i. N/A – Proposed project disturbance is approximately 0.14 Acres.

b. A post-construction site that had 400 or more cubic yards of excavation, fill, or a combination of the two.
    i. N/A – Proposed project will not require large amounts of excavation or fill.

c. A post-construction site that had 300 or more feet of new utility or other open trench disturbance.
    i. N/A – Proposed project will not require any new utility runs or utility trench disturbance exceeding 300 feet.

d. A post-construction site that added more than ten percent impervious surface to the landscape (roofs, pavement, etc.) and has a total surface imperviousness at or exceeding 40 percent of the site.
    i. N/A – The net increase in impervious area for this proposed project is 1,485 sf, which is an 8.8% increase in impervious area to the existing parcel.

e. A post-construction site that creates a new public or private road.
    i. N/A – Project does not include any new roadways.

f. All new subdivision plats.
    i. N/A – Project does not include any subdivision plats.

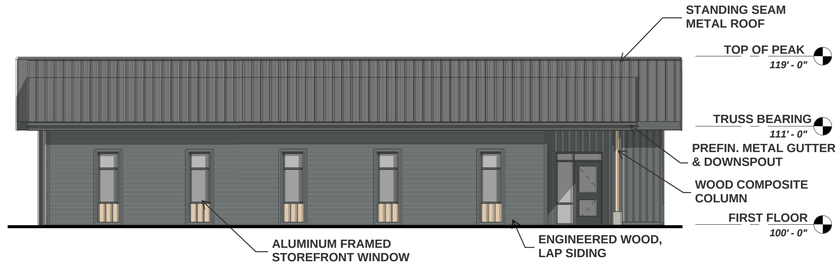
Summary
The proposed project will not require a stormwater permit or post construction stormwater management. All calculations were completed using AutoCAD drawings developed by utilizing the project design data.



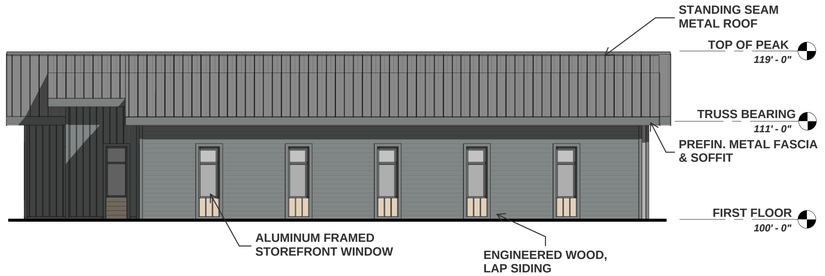
VIEW FROM NORTHEAST



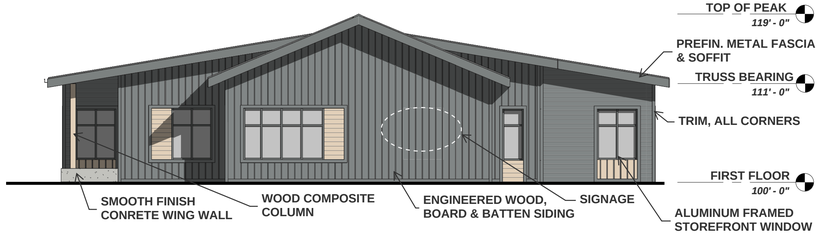
VIEW FROM NORTHWEST



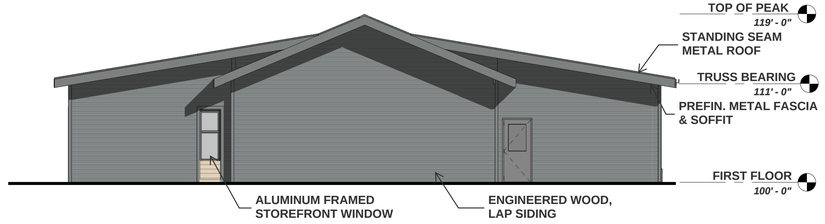
1 EAST ELEVATION
1/8" = 1'-0"



3 WEST ELEVATION
1/8" = 1'-0"



2 NORTH ELEVATION
1/8" = 1'-0"



4 EAST ELEVATION
1/8" = 1'-0"

0 1/4" 1/2" 1" 2"

ISG

Borton CONSTRUCTION

PRELIMINARY NOT FOR CONSTRUCTION

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© 2024 I & S GROUP, INC.

PROJECT

ST. CLARE HEALTH MISSION

CLINIC RENOVATION & EXPANSION

LA CROSSE WISCONSIN

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	
FILE NAME	
DRAWN BY	Author
DESIGNED BY	Designer
REVIEWED BY	Checker
ORIGINAL ISSUE DATE	
CLIENT PROJECT NO.	

TITLE

EXTERIOR ELEVATIONS

SHEET

A2-11

Tax Parcel	OwnerName	Property Address	Mailing Address	MailCityStateZip
17-30091-40	A & J FAMILY PROPERTIES	1117 5TH AVE S	PO BOX 131	VIROQUA WI 54665
		1126 5TH AVE S		
17-30092-20	ALEC J MCGINN, ASHLEY C MCGINN	433 JONSON ST	1743 2ND AVE SE	ROCHESTER MN 55904
17-30091-30	AUSTEN SCHALOW, PEYTON ROTHERING	1115 5TH AVE S	1115 5TH AVE S	LA CROSSE WI 54601
17-30088-10	BENJAMIN J KIMMET	311, 313, 315, 317 JACKSON ST	S4665 SHERRY PL	VIROQUA WI 54665-7878
17-30092-30	BENSON PROPERTIES 1 LLC	1120 5TH AVE S	320 WEST AVE N	LA CROSSE WI 54601
17-30092-40	BENSON PROPERTIES 1 LLC	1114 5TH AVE S	320 WEST AVE N	LA CROSSE WI 54601
17-30092-50	BENSON PROPERTIES 1 LLC	1110 5TH AVE S	320 WEST AVE N	LA CROSSE WI 54601
17-30091-100	BUMPER LLC	1221 4TH ST S	2115 E CLAIREMONT AVE UNIT 2A-4	EAU CLAIRE WI 54701
17-30088-90	CBLCWI001 LLC	1116 4TH ST S	30 N LA SALLE ST STE 4140	CHICAGO IL 60602
17-30091-20	CHRISTOPHER R BROWN, RAE L BROWN	1109 5TH AVE S	1109 5TH AVE S	LA CROSSE WI 54601
17-30089-130	CITY OF LACROSSE	1020 & 1022 5TH AVE S	400 LA CROSSE ST	LA CROSSE WI 54601
17-30091-80	CJC PROPERTIES LLC	1211 4TH ST S	207 8TH ST S	LA CROSSE WI 54601
		1107, 1109, 1111, 1113, 1115, 1119, 1121, 1123 4TH ST S		
		403 & 409 JACKSON ST		
17-30088-120	COLLECTIVE ON FOURTH LLC	410 MISSISSIPPI ST	10 EAST DOTY STE 617	MADISON WI 53708
17-30091-60	DAVID J SCHROEDER, SANDRA D SCHROEDER	1127 5TH AVE S	W2351 KAMMEL COULEE RD	COON VALLEY WI 54623
	GOEHNER INVESTMENTS LLC			
17-30091-90	C/O KALI BLOMBERG	1215 4TH ST S	PO BOX 1085	LA CROSSE WI 54602-1085
17-30092-170	GUITARLAND PROPERTIES LLC	1207 & 1227 3RD ST S	1227 3RD ST S	LA CROSSE WI 54601
17-30093-10	GUITARLAND PROPERTIES LLC	1226 4TH ST S	1227 3RD ST S	LA CROSSE WI 54601
17-30093-20	GUITARLAND PROPERTIES LLC	321 JOHNSON ST	1227 3RD ST S	LA CROSSE WI 54601
17-30093-30	GUITARLAND PROPERTIES LLC	1220 4TH ST S	1227 3RD ST S	LA CROSSE WI 54601
17-30093-40	GUITARLAND PROPERTIES LLC	1216 & 1218 4TH ST S	1227 3RD ST S	LA CROSSE WI 54601
17-30093-60	GUITARLAND PROPERTIES LLC	1208 4TH ST S	1227 3RD ST S	LA CROSSE WI 54601
17-30093-70	GUITARLAND PROPERTIES LLC	320 JACKSON ST	1227 3RD ST S	LA CROSSE WI 54601
17-30093-80	GUITARLAND PROPERTIES LLC	1202 4TH ST S	1227 3RD ST S	LA CROSSE WI 54601
17-30089-140	HIGHER HOUSE PROPERTIES LLC	1014, 1016, 1018 5TH AVE S	PO BOX 3692	LA CROSSE WI 54602-3692
17-30089-110	JAMES HARTJE, DAYNA HARTJE	1030 5TH AVE S	1030 5TH AVE S	LA CROSSE WI 54601
17-30089-120	JCH THREE LLC	1026 5TH AVE S	236 LARKSPUR LN E	ONALASKA WI 54650
17-30096-10	JHS INVESTMENTS LLC	1202 5TH AVE S	W4861 HARVEST LN	LA CROSSE WI 54601
17-30092-80	JOHN W WATERS	1108 5TH AVE S	1108 5TH AVE S	LA CROSSE WI 54601
17-30095-10	JOSEPH C HUHN, DEBRA A FELCH	414 JOHNSON ST	414 JOHNSON ST	LA CROSSE WI 54601
17-30092-90	LEE XIONG, BOON YANG XIONG	1102 5TH AVE S	N8918 US HIGHWAY 53	HOLMEN WI 54636
17-30090-10	LOPEZ V INC	1010 5TH AVE S	4343 MARIAH DR S	LA CROSSE WI 54601
17-30090-110	MONICA K MCKEARN	1027 5TH AVE S	1027 5TH AVE S	LA CROSSE WI 54601-4558
	NICKELATTI REAL ESTATE IN			
17-30091-50	C/O MUNSON REALTY	1121 & 1123 5TH AVE S	1400 PINE ST	LA CROSSE WI 54601
17-30093-50	NICKELATTI REAL ESTATE INC	1212 4TH ST S	1400 PINE ST	LA CROSSE WI 54601
17-30095-140	RANDY A FUCHSTEINER	422 JOHNSON ST	422 JOHNSON ST	LA CROSSE WI 54601
		505 & 507 JACKSON ST		
17-30090-120	RIVER REGION RENTALS LLC	1033 5TH AVE S	N24121 COUNTY ROAD J	ARCADIA WI 54612
17-30090-140	ROYAL W AVE LLC	1103 & 1105 5TH AVE S	W21819 PLUM CREEK RD	INDEPENDENCE WI 54747
17-30091-130	SCOTT P WARREN, JENNIFER E WARREN	415 JOHNSON ST	1000 ANGUS CT N	MAQUOKETA IA 52060
17-30094-130	SHELTER DEVELOPMENT INC	1303 4TH ST S	1009 4TH ST S	LA CROSSE WI 54601
17-30091-140	SKYLAR M RIECK, LOGAN S LANGREHR	419 JOHNSON ST	419 JOHNSON ST	LA CROSSE WI 54601
17-30094-40	STEVE EIDE	1302 4TH ST S	2520 LOSEY CT	LA CROSSE WI 54601
17-30089-100	THERESE A BOISVERT	419 JACKSON ST	419 JACKSON ST	LA CROSSE WI 54601-5341
17-30092-70	TRAVIS POWERS, HOLLY POWERS	424 JACKSON ST	W2420 COUNTY ROAD DE	BANGOR WI 54614
17-30092-60	TRAVIS J POWERS, HOLLY A POWERS	420 JACKSON ST	W2420 COUNTY ROAD DE	BANGOR WI 54614
17-30091-110	VERCRUYSSE VENTURES LLC	1223 4TH ST S	W6918 WOLFE RD	HOLMEN WI 54636
17-30089-90	WILLIAM M BREIDEL	415 & 417 JACKSON ST	526 OAK AVE S	ONALASKA WI 54650
17-30092-10	WILLIAM M BREIDEL	423 & 425 JOHNSON ST	526 OAK AVE S	ONALASKA WI 54650
17-30091-120	XE XIONG, CHEE HER	1227 4TH ST S	1227 4TH ST S	LA CROSSE WI 54601

Properties within 300 feet of 406 Jackson St.

	JASON LARSON EXECUTIVE DIRECTOR		
Applicant/Owner:	ST. CLAIRE HEALTH MISSION	916 FERRY ST	LA CROSSE WI 54601

Properties within 300 feet of 406 Jackson St.



NOTICE OF HEARING ON
AMENDMENT TO ZONING RESTRICTION

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that the Common Council of the City of La Crosse, by its Judiciary & Administration Committee, will hold a public hearing on a proposed ordinance change in the zoning code as follows:

AN ORDINANCE to amend Subsection 115-110 of the Code of Ordinances of the City of La Crosse by transferring certain property from the Traditional Neighborhood District – Specific to the to the Traditional Neighborhood District – Specific, allowing for a primary care clinic at 406 Jackson St.

Property is presently: a chiropractic clinic

Property is proposed to be: a primary care clinic

Rezoning is necessary: to allow for a 2,280 square foot addition to the building

Tax Parcel 17-30091-70; 406 Jackson St.

The City Plan Commission will meet to consider such application on **Monday, June 30, 2025, at 4:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin (public speaking on such application is allowed).

A public hearing before the Judiciary & Administration Committee will be held on **Tuesday, July 1, 2025, at 6:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin.

Final action will be determined by the **Common Council** on **Thursday, July 10, 2025, at 6:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin.

Any person interested may appear at public hearings either in person, by agent, or by attorney, and may express their approval or objection, or file a letter in the office of the City Clerk.

The petition and/or maps relating to the above referenced amendment may be examined in the Office of the City Clerk, La Crosse City Hall, between the hours of 8:00 a.m. and 4:30 p.m. on any regular business day, holidays excepted, (by appointment) or in the Legislative Information Center which can be accessed from the City website at www.cityoflacrosse.org (search for File 25-0661).

Dated this 10th day of June, 2025.

Nikki M. Elsen, City Clerk
City of La Crosse

- -

Published: June 17 & 24, 2025
One (1) Affidavit

LA CROSSE Tribune

AFFIDAVIT OF PUBLICATION

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

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

State of Florida, County of Orange, ss:

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

PUBLICATION DATES:
June. 17 2025, June. 24 2025

NOTICE ID: gd2guFcz6eY3kYquRs0q
PUBLISHER ID: COL-WI-101317
NOTICE NAME: Rezoning - 406 Jackson St
Publication Fee: $147.75

Section: Legals
Category: 0001 Wisconsin Legals

Ankit Sachdeva
(Signed)_____

JESSICA GORDON-THOMPSON
Notary Public - State of Florida
Commission # HH301656
Expires on August 17, 2026

VERIFICATION

State of Florida
County of Orange

Subscribed in my presence and sworn to before me on this: 06/25/2025

_____
Notary Public
Notarized remotely online using communication technology via Proof.

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Dated this 10th day of June, 2025.

Nikki M. Elsen, City Clerk
City of La Crosse
6/17, 6/24 LAC
COL-WI-101317 WNAXLP

Agenda Item 25-0661 (Jenna Dinkel)

AN ORDINANCE to amend Subsection 115-110 of the Code of Ordinances of the City of La Crosse by transferring certain property from the Traditional Neighborhood District - Specific to the to the Traditional Neighborhood District - Specific, allowing for a primary care clinic at 406 Jackson St.

General Location

Council District 9, Powell-Poage Hamilton Neighborhood Association. Located on Jackson Street between 4th and 5th Street as depicted on attached Map PC25-0661. The property is surrounded by Industrial, Traditional Neighborhood Development, R5 – Multiple Dwelling, R1 – Single Family, and R6 – Special Multiple.

Background Information

The applicant is requesting a rezoning from Traditional Neighborhood Development – Specific to Traditional Neighborhood Development – Specific to change the use at 406 Jackson Street. This property was first rezoned to Traditional Neighborhood Development in 2012 for the use as a chiropractic clinic. There is a desire to change the use to a primary care clinic. This will also include a 2,280 square foot addition to the current building and the addition of a trash enclosure. The applicant is requesting waivers/exceptions for the trash enclosure as it is in the vision corner clearance area off the alley.

The St. Clare Health Mission (SCHM) is planning on purchasing the property at 406 Jackson Street to relocate from their current temporary trailer on the Mayo Campus. The addition to the building is needed to accommodate the service they provide which will include new exam rooms and offices, a pharmacy for basic over-the-counter medication, and a lab for basic diagnostic tests.

The current square footage of the building is 2,500 square feet and the renovation will bring the total square footage to approximately 4,700 square feet.

The clinic will serve uninsured adults between the ages of 18-65. SCHM serves approximately 2,500 patients annually, with 75% of patients speaking Spanish as their primary language. There will be no rehabilitation services offered at this clinic.

Principles of Traditional Neighborhood 115-403 (a)(1)

- **A.** The proposed development is a compact development near the urban core of the city. It is approximately a mile from the downtown district.
- **B.** This development by design is developed for human scale, interest, and variety through emphasis of building entries, variation of materials, and variation in building form. The building front faces Jackson Street and is built for pedestrian scale.
- **C.** This rezoning will provide a more holistic mix of uses in the healthcare field than was currently operating at this location. The healthcare facility will provide services to many in the community and offers a walkable location for those living downtown or in the surrounding area. Notably, this location is across the street from the new development, the Collective on Fourth.
- **D.** No housing types are provided with this rezoning, however, the proposed use will accommodate households with a mix of ages, sizes and incomes.

E. The location of this service is accessible via many forms of transportation. Jackson Street itself has bike lanes and a complete and interconnected sidewalk system. Additionally, this will be one block away from the Circulator 1 and Circulator 2 bus routes, which stop on Jackson and Fifth Street.
F. The existing building is being utilized with an addition to suite the needs of this facility.
G. Environmental features will meet Commercial Design Standards.
H. Institutional use is a desirable use in the Powell-Poage Hamilton Neighborhood in the Comprehensive Plan.

Applicable Design Standards 115-403(d)

A. The proposed project meets requirements for a mix of uses given the proposed development is adding a primary care clinic in an area with existing: residential uses (single family homes, multi-family developments), civic uses (university, hospital, school), and open space (Poage Park and Houska Park).
B. Development Density is not applicable to this development.
C. Stormwater Management will be reviewed at the final Commercial and Multi-family Design Review Meeting.
D. This parcel will maintain the traditional grid system.
E. Parking lot design must meet Commercial Design Standards.
F. Architectural standards will be reviewed as part of the Commercial and Multifamily Design Review Committee Meeting.
G. Landscaping Standards will be reviewed during the Commercial and Multifamily Design Review Committee Meeting.

Recommendation of Other Boards and Commissions

This redevelopment has gone to preliminary Commercial and Multi-Family Design Review on June 27, 2025.

Consistency with Adopted Comprehensive Plan

This parcel falls within the Powell-Poage Hamilton Neighborhood which notes institutional as a desired use in the Comprehensive Plan. The Comprehensive Plan notes this neighborhood has a long-standing cooperation with major healthcare facilities. This rezoning is consistent with the Comprehensive Plan.

Staff Recommendation

Approval - Staff recommends approval.

Routing J&A 7.1.25



BASIC ZONING DISTRICTS

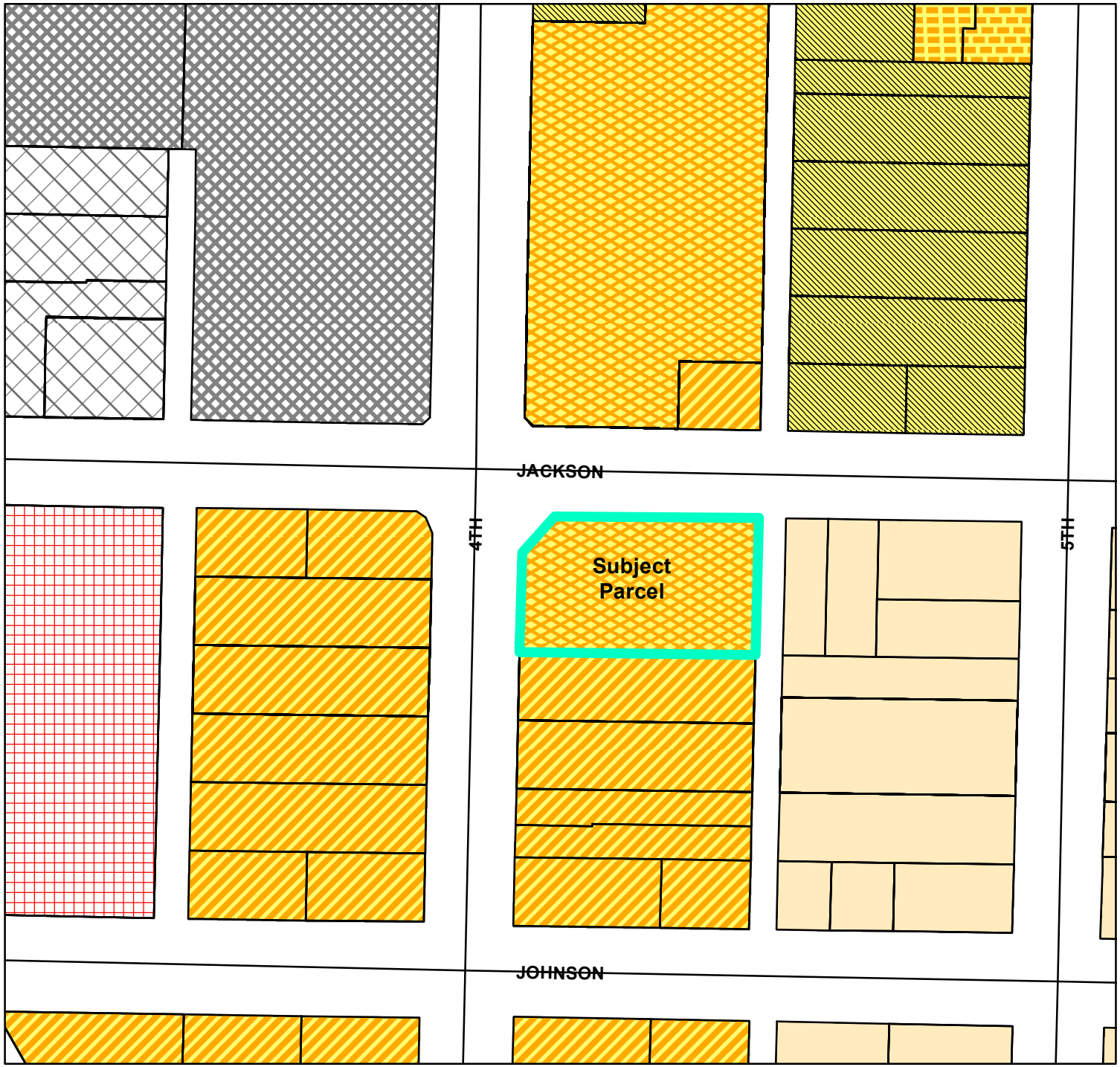
- R1 - SINGLE FAMILY
- R2 - RESIDENCE
- WR - WASHBURN RES
- R3 - SPECIAL RESIDENCE
- R4 - LOW DENSITY MULTI
- R5 - MULTIPLE DWELLING
- R6 - SPECIAL MULTIPLE
- PD- PLANNED DEVELOP
- TND - TRAD NEIGH DEV.
- C1 - LOCAL BUSINESS
- C2 - COMMERCIAL
- C3 - COMMUNITY BUSINESS
- M1 - LIGHT INDUSTRIAL
- M2 - HEAVY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

N W E S

0 50 100 200 Feet

City of La Crosse Planning Department - 2025

PC 25-0661 410



BASIC ZONING DISTRICTS

- R1 - SINGLE FAMILY
- R2 - RESIDENCE
- WR - WASHBURN RES
- R3 - SPECIAL RESIDENCE
- R4 - LOW DENSITY MULTI
- R5 - MULTIPLE DWELLING
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- A1 - AGRICULTURAL
- EA - EXCLUSIVE AG
- City Limits
- SUBJECT PROPERTY

0 50 100 200 Feet

City of La Crosse Planning Department - 2025

PC 25-0661 411

Craig, Sondra

From: Trane, Andrea
Sent: Saturday, June 28, 2025 6:31 AM
To: Elsen, Nikki; Craig, Sondra
Subject: Fw: 406 Jackson Rezoning support
Attachments: 06.16.2025 Mail - Collective - Notice of Hearing.pdf

25-0661

From: Nicole Solheim <NSolheim@cinnaire.com>
Sent: Friday, June 27, 2025 12:55:14 PM
To: Trane, Andrea <tranea@cityoflacrosse.org>
Subject: 406 Jackson Rezoning support

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Hi Andrea,
I believe that the rezoning of 406 Jackson for St Clare Health mission is on Monday's Plan Commission Agenda (we received a notice in the mail). As a representative of the Owner of Collective on Fourth across the street, I just wanted to submit my strong support for the rezoning in the public record. We have already been in conversations with Jason at St. Clare Health, with the intent for them to provide health classes in our community classroom at the Collective. For both our residents and the overall community, it would be great to have them as a neighbor at 406 Jackson Street.

Sincerely,
Nicole Solheim

Nicole Solheim | (She / Her / Hers)
Senior Vice President, Development
608 515 5161

10. E Doty Street, Suite 617
Madison, WI 53703

Cinnaire is a Best Place to Work
See Why



01



02









BUILDING SIGNAGE EXAMPLES

0 1/4" 1/2" 1" 2"

ISG

Borton CONSTRUCTION

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PROJECT

ST. CLARE HEALTH MISSION

CLINIC RENOVATION & EXPANSION

LA CROSSE WISCONSIN

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	
FILE NAME	
DRAWN BY	Author
DESIGNED BY	Designer
REVIEWED BY	Checker
ORIGINAL ISSUE DATE	
CLIENT PROJECT NO.	

TITLE

SIGNAGE BASIS OF DESIGN

SHEET

PRELIMINARY NOT FOR CONSTRUCTION

If you want to speak on an agenda item, please sign up at least 10 minutes before the start of the meeting.

Registration slips are not collected once the meeting begins but will be made part of the record.

MEETING REGISTRATION

Name: TARAH RAAUM **Date:** 7/1/25
PLEASE PRINT

Municipality of Residence: LA CROSSE CTY

Representation: ISG /St. Clare's Health Mission
If you are representing an organization or person other than yourself at this meeting.

Agenda Item #: 25-0661
Please fill out a separate sheet for each piece of legislation in which you are registering.

Do you support or oppose the agenda item?

- [x] Support
- [ ] Oppose
- [ ] Neither support nor oppose

Do you want to speak?

- [ ] Yes, I want to speak.
- [ ] No, I do not want to speak.
- [x] I do not want to speak, but I am available to answer questions.

If you want to speak on an agenda item, please sign up at least 10 minutes before the start of the meeting.

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MEETING REGISTRATION

Name: Paul Borsheim **Date:** 7-1-25
PLEASE PRINT

Municipality of Residence: Neillsville

Representation: Borton Construction / St. Clare
If you are representing an organization or person other than yourself at this meeting.

Agenda Item #: 25-0661
Please fill out a separate sheet for each piece of legislation in which you are registering.

Do you support or oppose the agenda item?

- [x] Support
- [ ] Oppose
- [ ] Neither support nor oppose

Do you want to speak?

- [ ] Yes, I want to speak.
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MEETING REGISTRATION

Name: Jason Larsen **Date:** 7.1.25
PLEASE PRINT

Municipality of Residence: La Crosse

Representation: St. Clare Health Mission
If you are representing an organization or person other than yourself at this meeting.

Agenda Item #: 25-0661
Please fill out a separate sheet for each piece of legislation in which you are registering.

Do you support or oppose the agenda item?

- [x] Support
- [ ] Oppose
- [ ] Neither support nor oppose

Do you want to speak?

- [ ] Yes, I want to speak.
- [ ] No, I do not want to speak.
- [x] I do not want to speak, but I am available to answer questions.

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0666

Agenda Date: 7/10/2025

Version: 1

Status: Recommended to be Adopted

In Control: Common Council

File Type: Ordinance

Agenda Number:

25-0666
Amended by J&A Committee 7.1.2025

ORDINANCE NO.: _____

AN AMENDED ORDINANCE to amend Subsection 115-110 of the Code of Ordinances of the City of La Crosse by transferring certain property from the Traditional Neighborhood District – Specific to the to the Traditional Neighborhood District – Specific, allowing for a bakery and cafe at 1513 Market St.

THE COMMON COUNCIL of the City of La Crosse do ordain as follows:

SECTION I: Subsection 115-110 of the Code of Ordinances of the City of La Crosse is hereby amended by transferring certain property from the Traditional Neighborhood District – Specific to the to the Traditional Neighborhood District – Specific on the Master Zoning Map, to-wit:

Tax Parcel 17-30172-30; 1513 Market St

SECTION II: Said rezoning is approved with the condition that the design review process is completed

SECTION III: Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this division shall not be affected.

SECTION IV: This ordinance shall take effect and be in force from and after its passage and publication.

_____
Shaundel Washington-Spivey, Mayor

_____
Nikki M. Elsen, City Clerk

Passed:
Approved:
Published:

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_____
Shaundel Washington-Spivey, Mayor

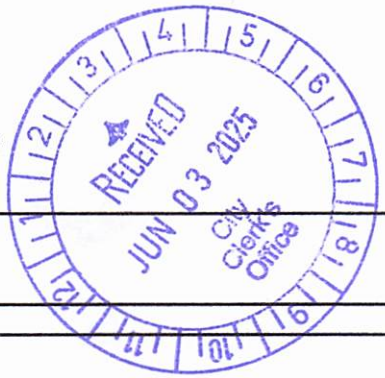
_____
Nikki M. Elsen, City Clerk

Passed:
Approved:
Published:

25-0666

PETITION FOR CHANGE TO ZONING
CITY OF LA CROSSE

AMENDMENT OF ZONING DISTRICT BOUNDARIES



Petitioner (name and address):
Joseph and/or Tracy Endrizzi
236 17th Place S

Owner of site (name and address):
JME Products
236 17th Pl S, La Crosse, WI 54601

Address of subject premises:
1513 Market St, La Crosse, WI 54601

Tax Parcel No.: 17-30172-30

Legal Description (must be a recordable legal description; see Requirements):
Gould Add lot 3 sz: 53 x 126

Zoning District Classification: TND - Specific

Proposed Zoning Classification: TND - Specific

Is the property located in a floodway/floodplain zoning district? ___ Yes _X_ No

Is the property/structure listed on the local register of historic places? ___Yes _X_ No

Is the Rezoning consistent with Future Land Use Map of the Comprehensive Plan? _X_ Yes ___ No

Is the Rezoning consistent with the policies of the Comprehensive Plan? _X_ Yes ___ No

Property is Presently Used For:
It is currently a vacant lot

Property is Proposed to be Used For:
Neighborhood friendly business, bakery, cafe, coffee

Proposed Rezoning is Necessary Because (Detailed Answer):
The original rezoning petition was approved in July 2024. This completes the re-zoning process with detailed plans.

Proposed Rezoning will not be Detrimental to the Neighborhood or Public Welfare Because (Detailed Answer):
This rezoning will add amenities to the neighborhood.

Proposed Rezoning will not be Detrimental to the City's Long Range Comprehensive Plan Goals, Objectives, Actions and Policies Because (Detailed Answer):
This rezoning has been evaluated and approved by the city council. This is for final approval.

The undersigned depose and state that I/we am/are the owner of the property involved in this petition and that said property was purchased by me/us on the 07 day of January, 2024.

I hereby certify that I am the owner or authorized agent of the owner (include affidavit signed by owner) and that I have read and understand the content of this petition and that the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

(signature)

608 461 1593 03/06/2025

(telephone) (date)

JMENDRIZZIJR@GMAIL.COM.

(email)

PETITIONER SHALL, <u>BEFORE FILING</u>, HAVE PETITION REVIEWED AND INFORMATION VERIFIED BY THE DIRECTOR OF PLANNING & DEVELOPMENT.

Review was made on the 9th day of June, 20 25.

Signed: _____, Deputy Director

Director of Planning & Development

03 June 2025

Joseph and Tracy Endrizzi
JME Products, LLC.
236 17th Pl S
La Crosse, WI 54601

Common Council for the City of La Crosse

Dear Council Members,

In July 2024, 1513 Market Street was rezoned during a La Crosse city council meeting from residential to TND. In March 2025, the council additionally approved a final plan for a mixed-use building that included a bakery with an apartment above. Since the initial proposal, personal and economic changes have impacted the scope of our project. This letter is to inform you of necessary changes to the project. We would like the council to approve downsizing of the project. The project we are proposing includes a bakery and garage minus the apartment space.

Since the initial conception of our project, the costs associated with the full scope have increased significantly; rising interest rates and increased construction costs have played a major role in our decision-making process. In addition, instability in the economy have caused us to reconsider our ability to commit to the size of the initial project. Since making changes, we have confirmed the commitment from the bakery tenant. Neighborhood feedback has been and continues to be very positive in regards to the project. We feel the new option still allows a third-space gathering location that will complement the make-up of Market Street, which has always been our priority of the project.

The house that formerly occupied the lot at 1513 Market St. has been demolished with the assistance of a La Crosse County revitalization grant. It is our intention to now complete the construction with the attached architectural plans. This will be a bakery, deli and coffee shop.

This project meets the principles of Traditional Neighborhood Development. This plan represents a building that is significantly updated but of similar size and appearance to those in the area. It is designed to provide a community gathering space that is accessible to neighbors, encouraging social interaction among residents. Plans show a front patio as well as bike parking areas encouraging a walk and bike friendly atmosphere. It provides a location within the neighborhood for a public commercial space. The building will upgrade the infrastructure that has been demolished. The current architectural and construction plan will more than triple the previous value of assessed property. Neighborhood feedback to date on the project has been universally positive. These points of discussion ensure that the project is consistent with La Crosse's comprehensive plan.

Please give due consideration to our requested changes. We thank you for your understanding and support as we navigate these challenges together. We are dedicated to a transparent and communicative relationship with the city during this process. Please feel free to reach out with any questions or for further discussion.

With warm regards,

Joseph and Tracy Endrizzi

Recordable Legal description:

Property: Lot 3 of Gould addition to La Crosse, in the city of La Crosse, La Crosse County, Wisconsin

Parcel Identification number 17-30172-30

Property address 1513 Market St, La Crosse, WI. 54601

NEW BAKERY/SANDWICH SHOP
for JOSEPH & TRACY ENDRIZZI
1513 MARKET STREET
LA CROSSE, WISCONSIN 54601



PROJECT LOCATION

1 A1 LOCATION PLAN
NTS

NORTH



2 A1 3D VIEW FROM MARKET STREET
NO SCALE

INDEX OF DRAWINGS

INDEX OF DRAWINGS / CODE SUMMARY	A1
ARCHITECTURAL SITE PLAN	A2
FLOOR PLAN - DIMENSIONED	A3
CEILING PLAN	A4
ROOF PLAN / DETAILS	A5
EXTERIOR ELEVATIONS	A6
BUILDING SECTIONS	A7
CASEWORK ELEVATIONS -BAKERY	A8
BUILDING AND SITE DETAILS	A9
BAKERY 3D VIEWS	A10

DesignFocus LLC
Onalaska, Wisconsin 54650
Ernie Tourville Architect 608-780-1826

6/3/2025

NEW BAKERY/SANDWICH SHOP
for JOSEPH & TRACY ENDRIZZI
1513 MARKET STREET
LA CROSSE, WISCONSIN 54601

SCALE @ 24" X 36"

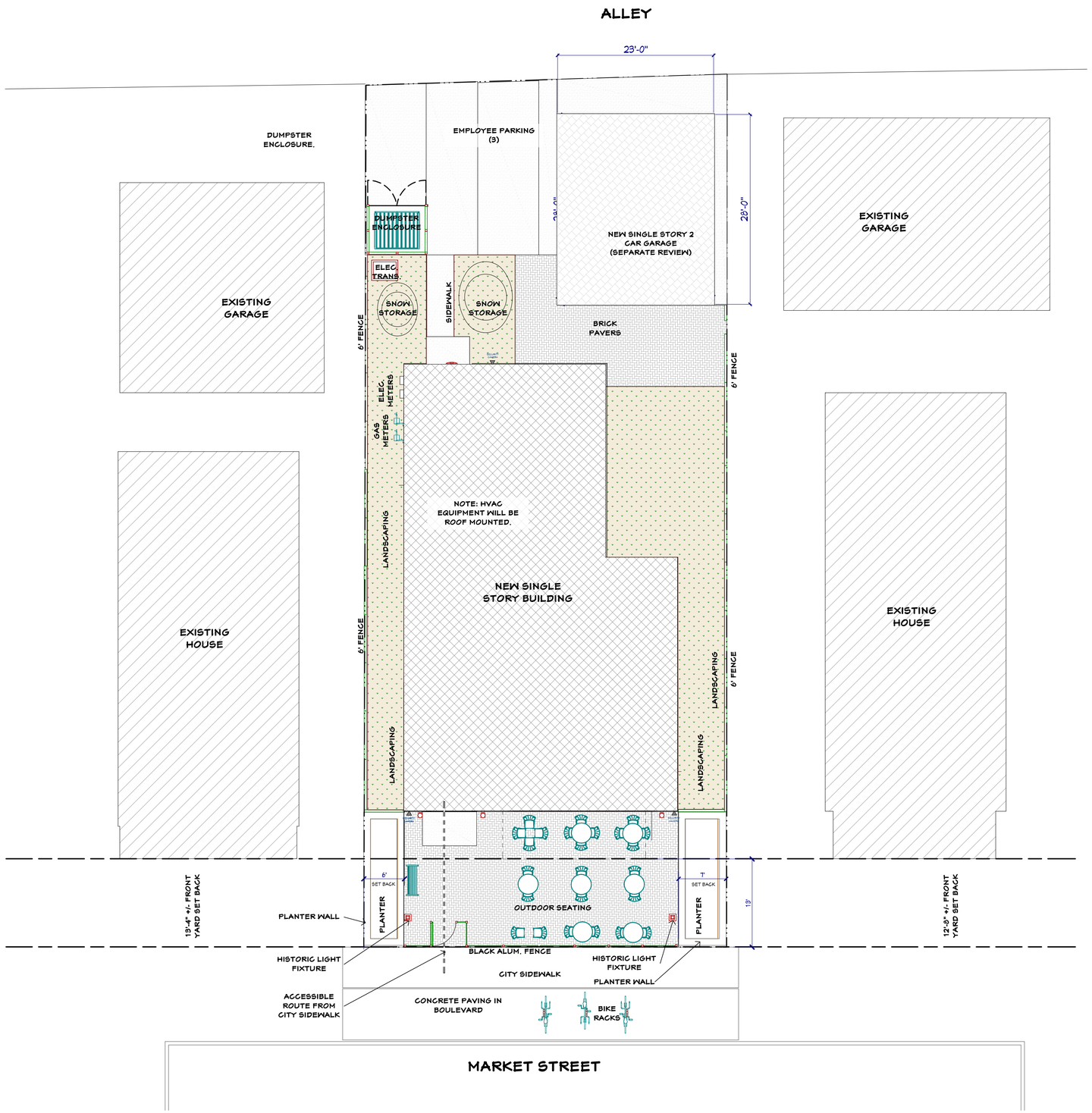
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SHEET

A1

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1 A2 ARCHITECTURAL SITE PLAN
1/8" = 1'-0"

NORTH

NOTE: SEE ALSO CIVIL DRAWINGS BY PARAGON ASSOCIATES.

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Ernie Tourville Architect 608-780-1826

6/3/2025

NEW BAKERY/SANDWICH SHOP
for JOSEPH & TRACY ENDRIZZI
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SCALE @ 24" X 36"

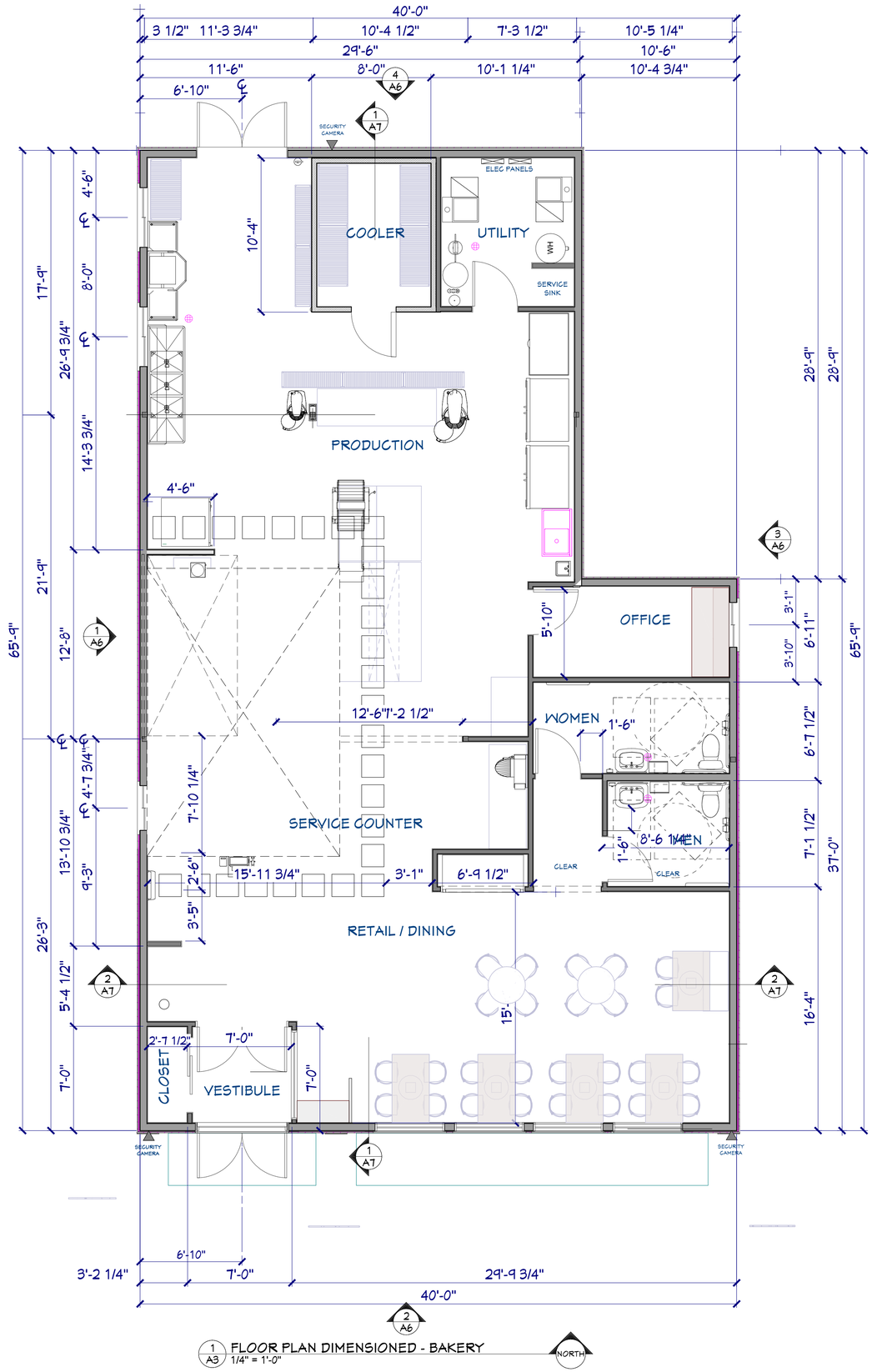
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A2

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1 A3 FLOOR PLAN DIMENSIONED - BAKERY
1/4" = 1'-0"

GENERAL CONSTRUCTION NOTES

1. ALL LOAD BEARING WALLS TO HAVE A 1 HOUR RATING.
2. ALL STRUCTURAL FRAMING TO HAVE A ONE HOUR RATING MINIMUM.
3. WALL AND FLOOR ASSEMBLIES TO BE RATED WHERE SHOWN ON PLANS AND WALL TYPE SCHEDULE.
4. SOUND INSULATE SECOND FLOOR ASSEMBLY AND WALLS WHERE SHOWN. SEE WALL TYPES.

GENERAL FINISH NOTES

1. ALL DRYWALL JOINTS TO BE TAPED AND FINISHED WITH COMPOUND, SANDED SMOOTH. EXPOSED DRYWALL TO HAVE A LIGHT ORANGE PEEL FINISH. SEE FINISH SCHEDULE FOR FINISHES.
2. EXTERIOR FINISHES TO BE AS SHOWN ON ELEVATIONS.
3. PROVIDE FIBER REINFORCED PLASTIC (FRP) WALL PANELS AT MOP SINK TO 48'-0" AFF.
4. PROVIDE FRP ON WALL SURFACES IN COOLER.
5. PROVIDE FRP TO 8'-0" AFF AT ALL KITCHEN AREAS EXCEPT AS NOTED.
6. PROVIDE STAINLESS STEEL WALL PANELS AT EXHAUST HOOD WALLS. SEE ALSO WALL TYPE SCHEDULE.
7. PROVIDE SOLID SURFACE WINDOW SILLS AT ALL FIRST FLOOR WINDOWS.

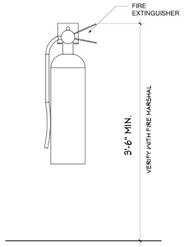
MECHANICAL PLUMBING AND ELECTRICAL NOTES

MECHANICAL, PLUMBING AND ELECTRICAL DESIGN BY OTHERS.

1. PROVIDE HEATING AND COOLING THRU-OUT WITH RELATED CONTROLS.
   COORDINATE MECHANICAL SYSTEMS WITH OWNER AND TENANT FOR TENANT SUPPLIED FIXTURES/EQUIPMENT.

2. PROVIDE PLUMBING TO MEET CODE. INCLUDING ALL FIXTURES AND PIPING, ETC. AS SHOWN.
   -COORDINATE PLUMBING REQUIREMENTS WITH TENANT FOR TENANT SUPPLIED FIXTURES AND EQUIPMENT.
   -PROVIDE FLOOR DRAINS AT REST ROOMS, DISH AREA AND UTILITY ROOM.
   -PROVIDE FROST FREE HOSE BIBS AT EACH SIDE OF BUILDING. COORDINATE LOCATIONS WITH OWNER.

3. PROVIDE ELECTRICAL TO MEET CODE, INCLUDING OUTLETS, LIGHTING, SWITCHES, WIRING, CONDUIT, ETC.
   -COORDINATE PLUMBING REQUIREMENTS WITH TENANT FOR TENANT SUPPLIED FIXTURES AND EQUIPMENT.
   -PROVIDE LED LIGHTING THRU-OUT.
   -PROVIDE EXTERIOR LED WALL LIGHTING AT ENTRANCE AND ALL EXIT DOORS.
   -PROVIDE MEANS OF EGRESS AND EXIT LIGHTING PER CODE.
   -PROVIDE FIRE ALARM AND DETECTION SYSTEM PER CODE.
   -PROVIDE EMPTY CONDUIT & PULL WIRE FOR DATA & COMM IN THE FOLLOWING LOCATIONS:
   TELEPHONES AT OFFICE AND COUNTER SERVICE.
   AT TELEVISON AT COUNTER SERVICE AREA.
   AT MISC. OTHER LOCATIONS THAT MAY BE REQUIRED BY TENANT.
   SECURITY SYSTEM WITH CAMERAS WHERE SHOWN.



2 A3 FIRE EXTINGUISHER MOUNTING DETAILS
NO SCALE

CITY REVIEW 2

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Ernie Tourville Architect 608-780-1826

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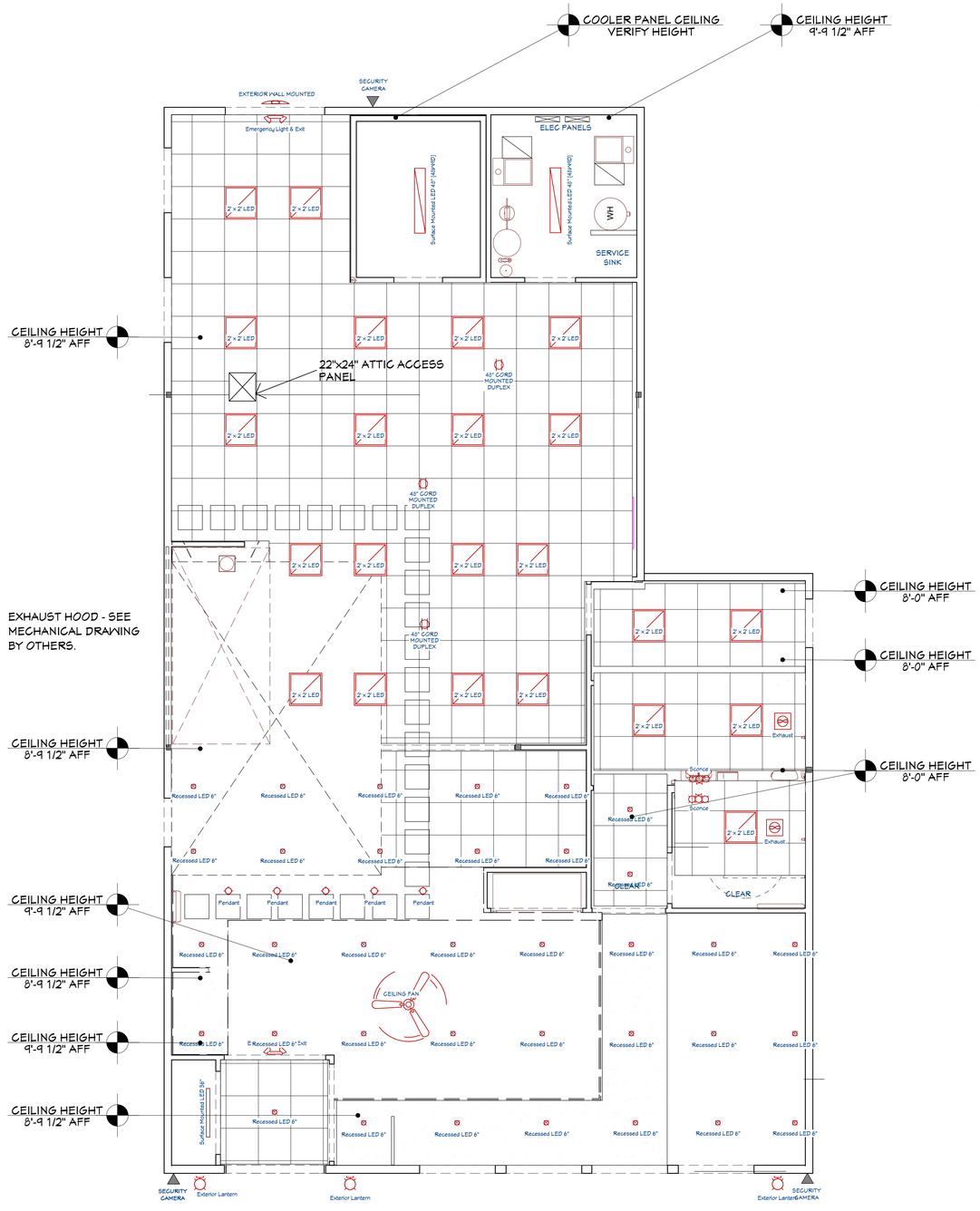
NEW BAKERY/SANDWICH SHOP
for JOSEPH & TRACY ENDRIZZI
1513 MARKET STREET
LA CROSSE, WISCONSIN 54601

SCALE @ 24" X 36"

DATE: 6/3/2025

SHEET
A3

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	LIGHT FIXTURE SCHEDULE	
	DESCRIPTION	COMMENTS
Surface Mounted LED 36"	SURFACE MOUNTED LED 36"	
Surface Mounted LED 48" [48WHD]	SURFACE MOUNTED LED 48"	
Recessed LED 6"	RECESSED LED 6"	PROVIDE DIMMER
2' x 2' LED	2' X 2' LED	
Pendant	PENDANT	PROVIDE DIMMER
Motion Sensor	MOTION SENSOR	
Emergency Light & Exit	EMERGENCY LIGHT & EXIT	
EXTERIOR WALL MOUNTED	EXTERIOR WALL MOUNTED	
Exterior Lantern	EXTERIOR LANTERN	
Exhaust	EXHAUST	
Sconce	SCONCE	
CLG FAN	3 BLADE CEILING FAN	VARIABLE SPEED / REVERSIBLE PROVIDE DIMMER FOR SPEED CONTROL.
48" CORD MOUNTED DUPLEX	48" CORD MOUNTED DUPLEX	

NOTE: ENTIRE FLOOR/CEILING ASSEMBLY IS TO BE A 2 HOUR RATED ASSEMBLY - SEE 3/A5.

1/A4 CEILING PLAN - BAKERY
1/4" = 1'-0"

NORTH

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Ernie Tourville Architect 608-780-1826

6/3/2025

NEW BAKERY/SANDWICH SHOP
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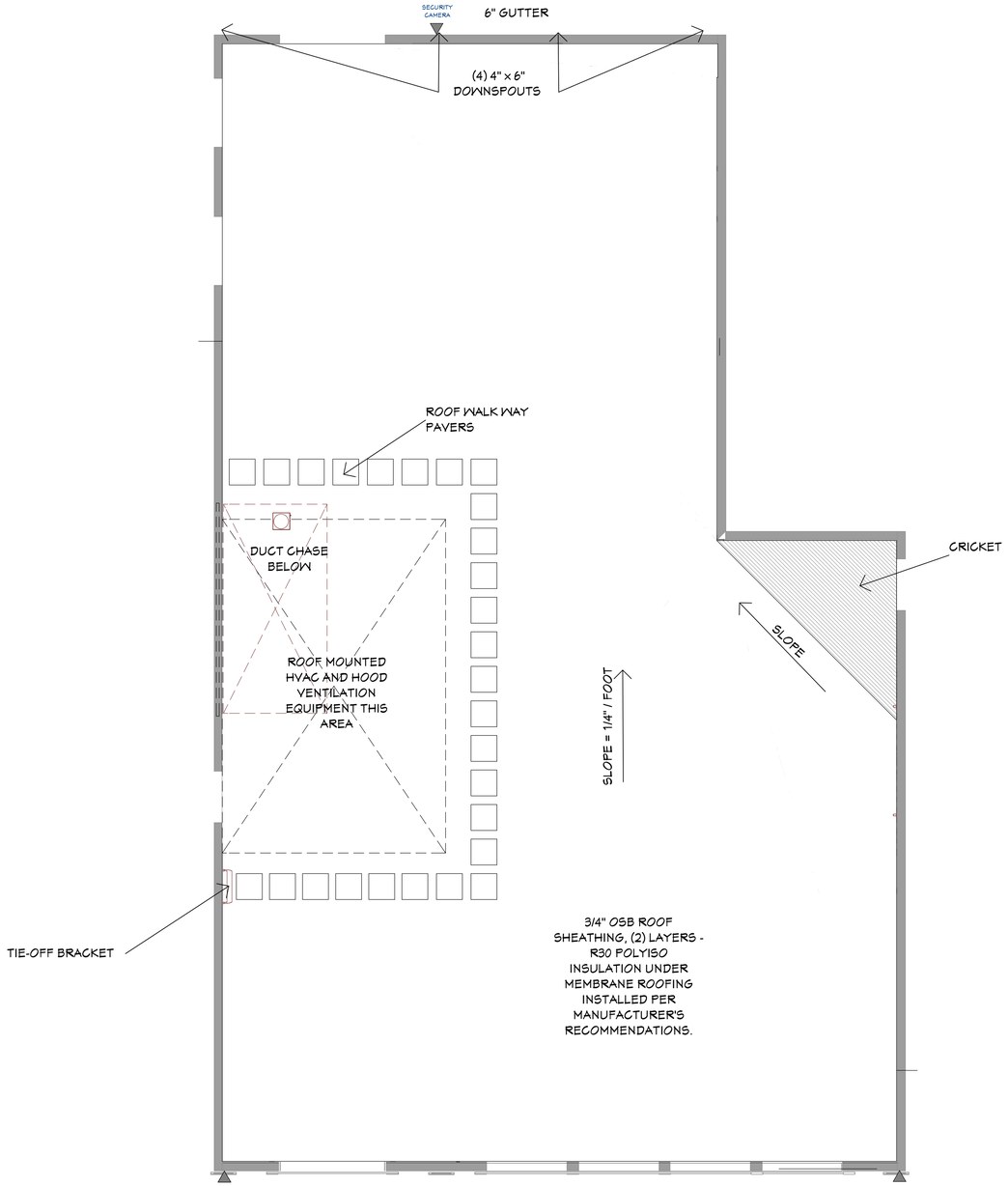
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SHEET A4

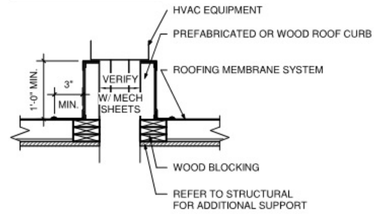
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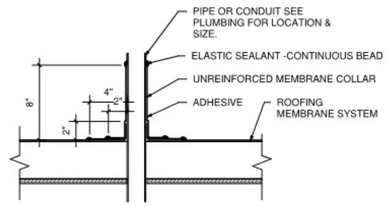


1 A5 ROOF PLAN
1/4" = 1'-0"

NOTE :
ROOFING CONTRACTOR TO PROVIDE DETAIL PER MANUF. SPECIFICATIONS TO INSURE WARRANTY COMPLIANCE.



4 A5 ROOF CURB DETAIL
NO SCALE



5 A5 ROOF PIPE FLASHING DETAIL
NO SCALE

GENERAL NOTES - ROOF PLAN

SEE STRUCTURAL FOR ALL TOP OF DECK ELEVATIONS, TRUSS SIZES, ETC.

COORDINATE ALL ROOF TOP UNIT LOCATIONS WITH STRUCTURAL.

ROOF CURB LAYOUTS FOR HVAC UNITS SHALL BE VERIFIED WITH STRUCTURAL ENGINEER.

PROVIDE TAPERED INSULATION CRICKETS AT ALL ROOF SLOPE OBSTRUCTIONS.

ROOF INSULATION SHALL BE APPLIED OVER THE ROOF DECK IN ACCORDANCE WITH THE SPECIFIED PRODUCT MANUFACTURER'S WRITTEN RECOMMENDATIONS.

PAINT ALL EXPOSED GAS PIPING "OSHA YELLOW"

ROOFTOP WALKWAY PADS TO BE PLACED AS INDICATED ON PLAN

DesignFocus LLC
Onalaska, Wisconsin 54650
Ernie Tourville Architect 608-780-1826

6/3/2025

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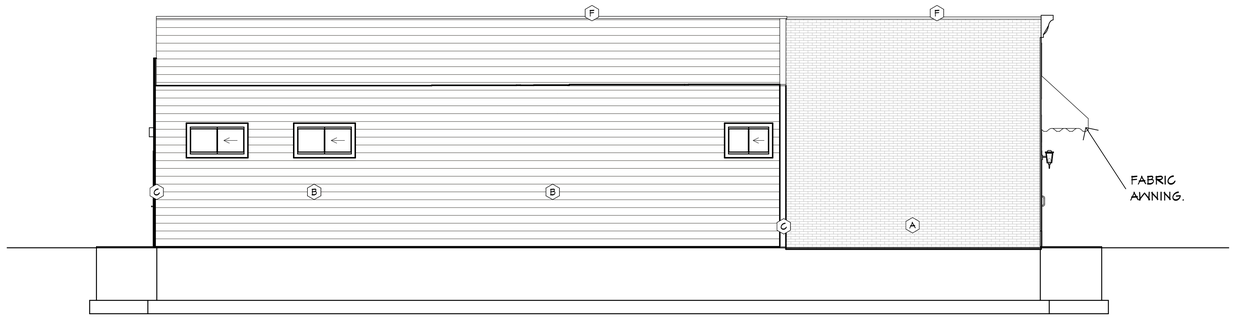
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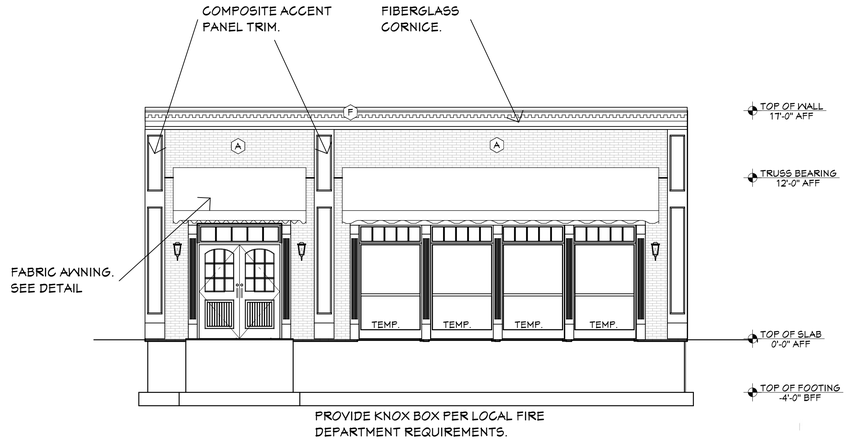
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A5

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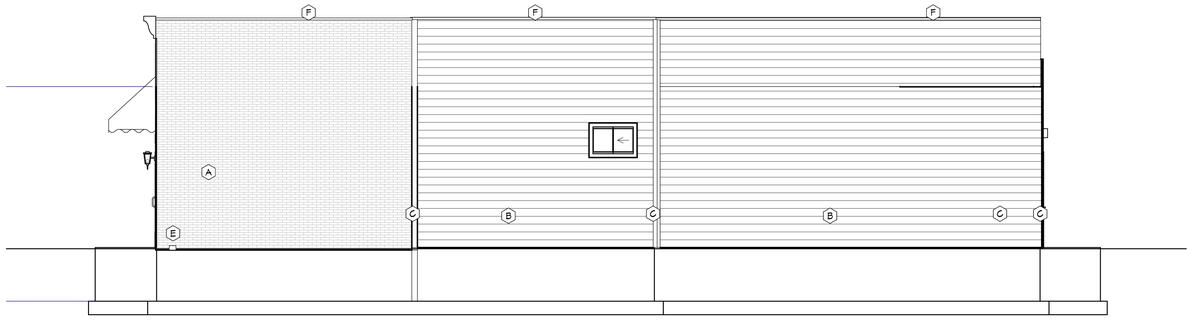


1 A6 WEST ELEVATION
3/16" = 1'-0"

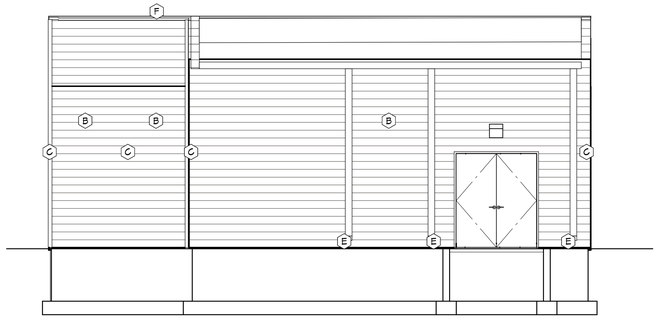


2 A6 SOUTH ELEVATION
3/16" = 1'-0"





3 A6 EAST ELEVATION
3/16" = 1'-0"



4 A6 NORTH ELEVATION
3/16" = 1'-0"

EXTERIOR MATERIALS LIST

A: BRICK LOOK SIDING - NICHIHA VINTAGE BRICK PANELS - ALEXANDRIA BUFF
B: LAP SIDING - LP SMARTSIDING 6" HORIZONTAL LAP - VERIFY COLOR
C: TRIM: CORNER TRIM - LP SMART TRIM - VERIFY COLOR
D: SCUPPER AND DOWNSPOUTS (NORTH ELEVATION) - VERIFY COLOR
E: SCUPPER AND DOWNSPOUTS (SOUTHEAST) - DARK BRONZE
F: CAP FLASHING - DARK BRONZE

VERIFY ALL COLOR/FINISH SELECTIONS WITH OWNER.

NOTE: SHEET A18 FOR AWP PANEL MANUFACTURER STANDARD FLASHING AND TRIM DETAILS.

DesignFocus LLC
Onalaska, Wisconsin 54650
Ernie Tourville/Architect 608-780-1826

6/3/2025

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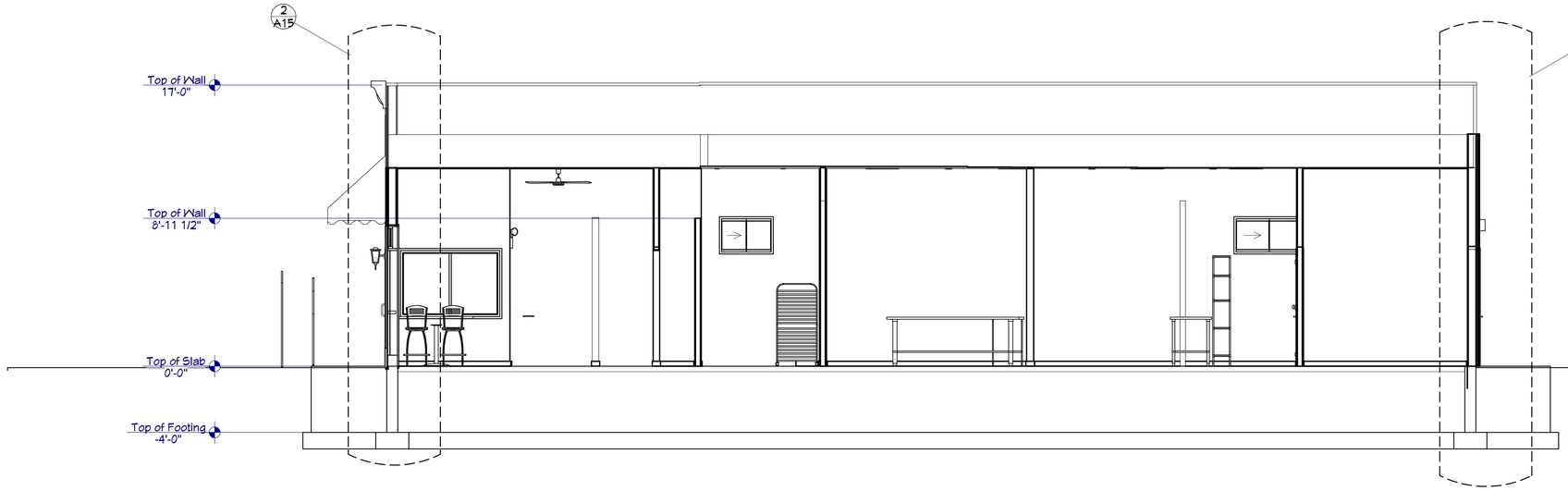
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SHEET
A6

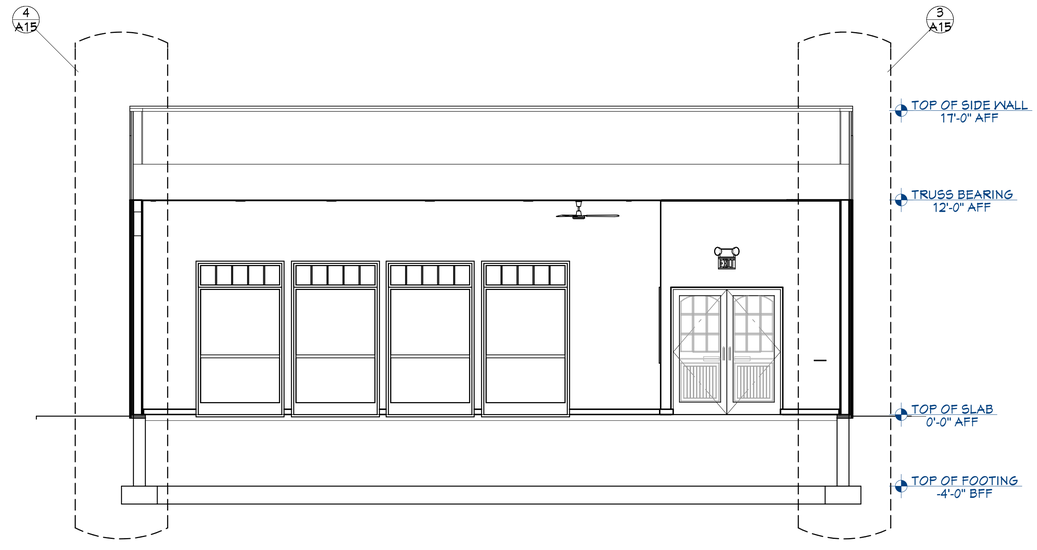
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1 A7 BUILDING SECTION
1/4" = 1'-0"

NOTE: SEE STRUCTURAL DRAWING FOR STRUCTURAL FRAMING AND STRUCTURAL DETAILS.



2 A7 BUILDING CROSS SECTION
1/4" = 1'-0"

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Ernie Tourville Architect 608-780-1826

6/3/2025

NEW BAKERY/SANDWICH SHOP
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LA CROSSE, WISCONSIN 54601

SCALE @ 24" X 36"

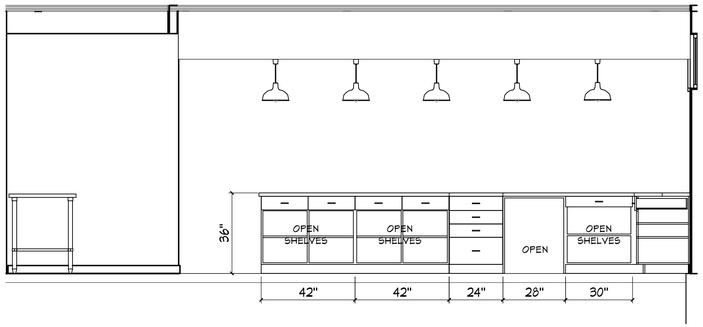
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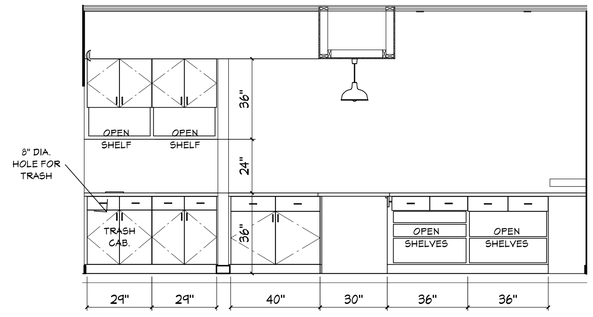
A7

CITY REVIEW 2

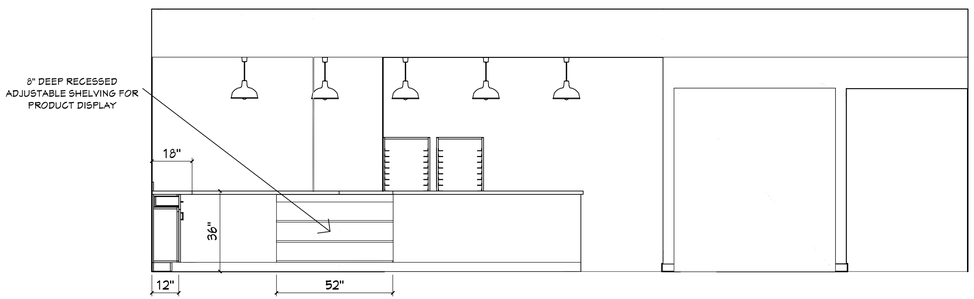
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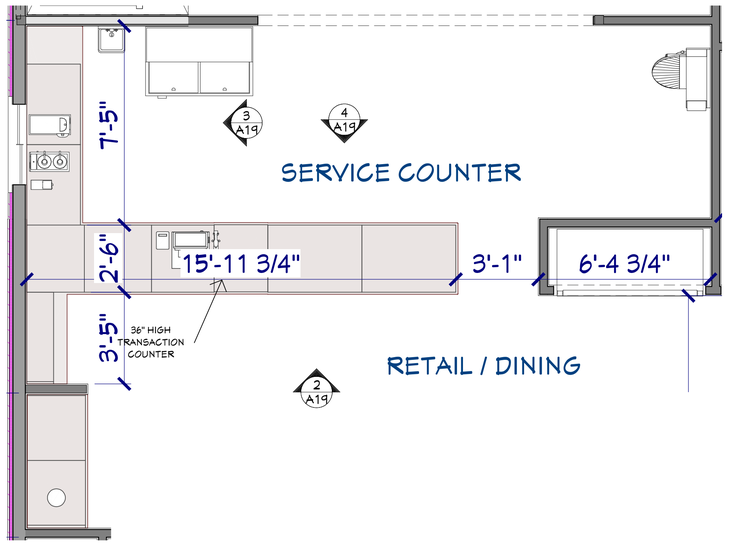
4 A8 ELEVATION @ COUNTER SERVICE
3/8" = 1'-0"



3 A8 ELEVATION @ COUNTER SERVICE
3/8" = 1'-0"



2 A8 ELEVATION @ COUNTER SERVICE
3/8" = 1'-0"



1 A8 COUNTER SERVICE PLAN - ENLARGED
3/8" = 1'-0"

DesignFocus LLC
Onalaska, Wisconsin 54650
Ernie Tourville *Architect* 608-780-1826

6/3/2025

NEW BAKERY/SANDWICH SHOP
for JOSEPH & TRACY ENDRIZZI
1513 MARKET STREET
LA CROSSE, WISCONSIN 54601

SCALE @ 24" X 36"

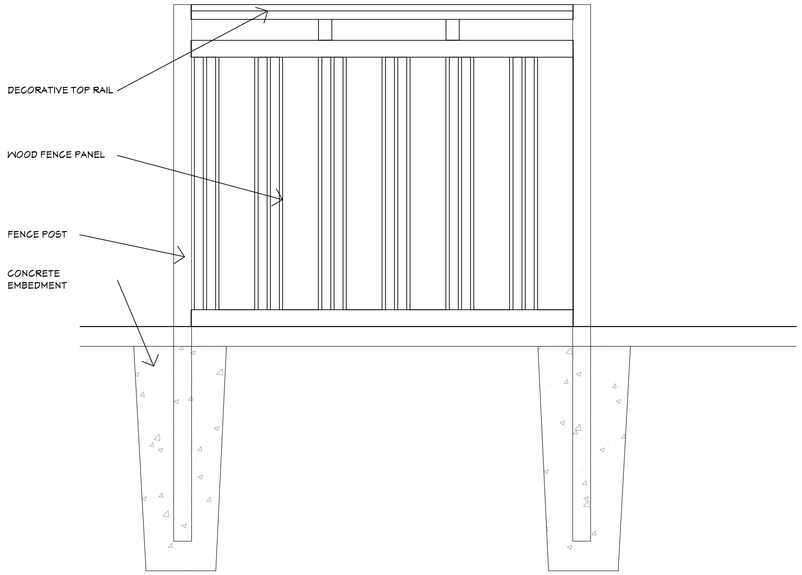
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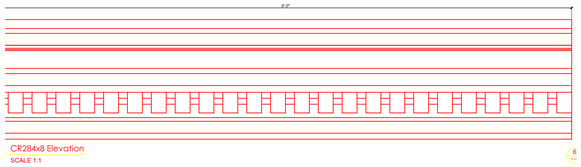
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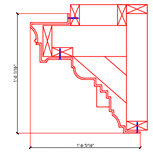
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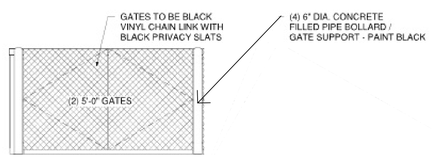


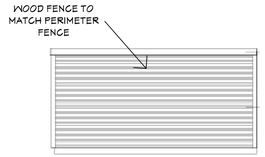
4 A9 PERIMETER FENCE DETAIL
3/4" = 1'-0"

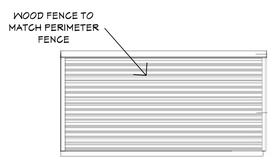




1 A9 CORNICE DETAIL
NTS







3 A9 DUMPSTER ENCLOSURE DETAILS
NTS

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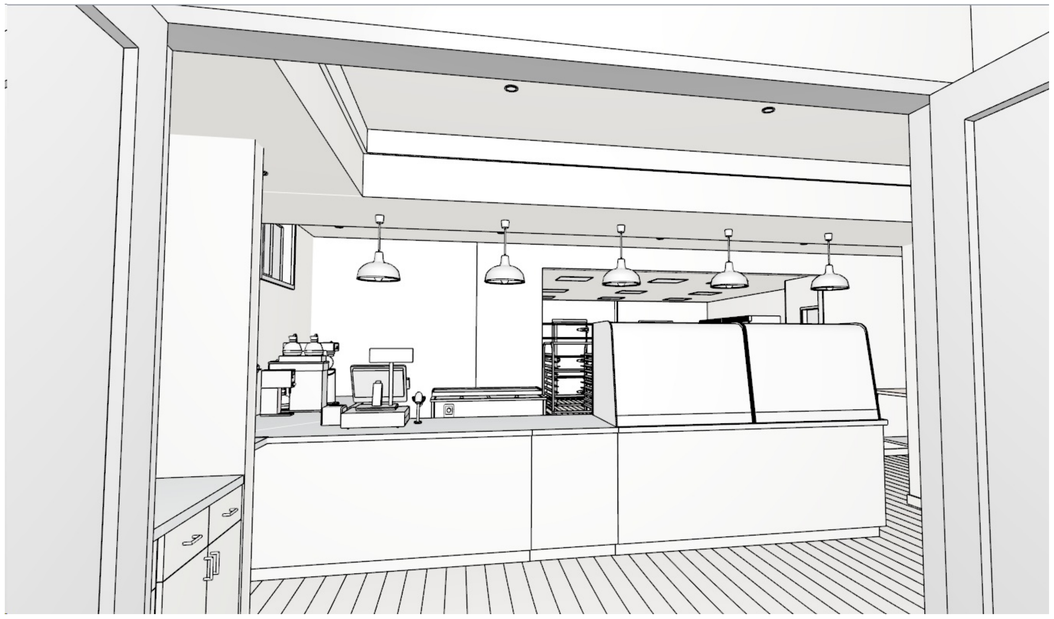
NEW BAKERY/SANDWICH SHOP
for JOSEPH & TRACY ENDRIZZI
1513 MARKET STREET
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SCALE @ 24" X 36"

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1 A10 3D Views at Retail Area
No Scale

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SCALE @ 24" X 36"

DATE: 6/3/2025

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A10

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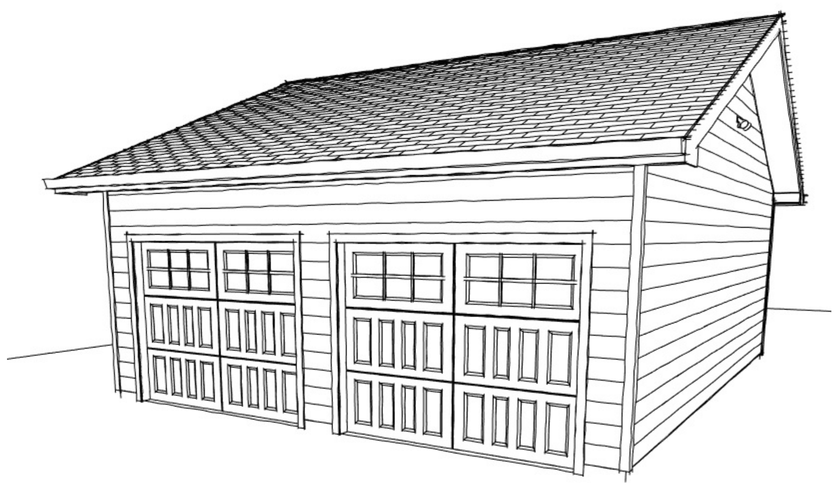
NEW GARAGE
for JOSEPH & TRACY ENDRIZZI
1513 MARKET STREET
LA CROSSE, WISCONSIN 54601



PROJECT LOCATION

1 / A1 LOCATION PLAN
NTS

NORTH



2 / A1 3D VIEW FROM ALLEY
NTS

INDEX OF DRAWINGS

DRAWINGS INDEX / PROJECT SUMMARY / 3D VIEW	A1
ARCHITECTURAL SITE PLAN	A2
GARAGE - FOUNDATION / FLOOR / FRAMING PLANS	A3
GARAGE - BUILDING SECTIONS & ELEVATIONS	A4
GARAGE - WALL SECTIONS	A5

SUMMARY

PROJECT DESCRIPTION
NEW WOOD FRAMED 2 CAR GARAGE.

BUILDING HEIGHT AND AREA
HEIGHT ABOVE GRADE- GARAGE: 16'/1 STORY AS DESIGNED
SIZE - GARAGE: 644 SF

CONSTRUCTION TYPE
CONSTRUCTION TYPE: WOOD FRAMED, SLAB ON GRADE WITH FROST WALLS.

FIRE SPRINKLER
NOT REQUIRED

GENERAL NOTES:

1. ELECTRICAL HVAC, PLUMBING AND CIVIL/SITE WORK IS DESIGNED BY OTHERS.
2. THE CONTRACTOR SHALL VERIFY THAT SITE CONDITIONS ARE CONSISTENT WITH THESE PLANS BEFORE STARTING WORK. WORK NOT SPECIFICALLY DETAILED SHALL BE CONSTRUCTED TO THE SAME QUALITY AS SIMILAR WORK THAT IS DETAILED. ALL WORK SHALL BE DONE IN ACCORDANCE WITH INTERNATIONAL BUILDING CODES AND LOCAL CODES. CONTRACTOR SHALL BE RESPONSIBLE AND BEAR ANY FINES OR PENALTIES FOR CODE, ORDINANCE, REGULATION OR BUILDING PROCESS VIOLATIONS. INSURANCES SHALL BE IN FORCE THROUGHOUT THE DURATION OF THE BUILDING PROJECT.
3. WRITTEN DIMENSIONS AND SPECIFIC NOTES SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND GENERAL NOTES. THE ENGINEER/ DESIGNER SHALL BE CONSULTED FOR CLARIFICATION IF SITE CONDITIONS ARE ENCOUNTERED THAT ARE DIFFERENT THAN SHOWN, IF DISCREPANCIES ARE FOUND IN THE PLANS OR NOTES, OR IF A QUESTION ARISES OVER THE INTENT OF THE PLANS OR NOTES. CONTRACTOR SHALL VERIFY AND IS RESPONSIBLE FOR ALL DIMENSIONS (INCLUDING ROUGH OPENINGS).
4. ALL TRADES SHALL MAINTAIN A CLEAN WORK SITE AT THE END OF EACH WORK DAY.
5. CONTRACTOR IS RESPONSIBLE FOR DISPOSAL OF CONSTRUCTION WASTE.
6. SAFETY IS THE FULL RESPONSIBILITY OF EACH CONTRACTOR AND SUPPLIER.
7. EACH CONTRACTOR TO PROVIDE PENETRATIONS, SLEEVES, BOX-OUTS, ETC. FOR THEIR WORK.
8. ALL CONTRACTORS SHALL PROTECT ADJACENT WORK FROM DAMAGE.
9. EACH CONTRACTOR IS RESPONSIBLE FOR THEIR OWN CUTTING AND PATCHING.
10. EACH CONTRACTOR IS RESPONSIBLE TO PROVIDE THEIR OWN EQUIPMENT NECESSARY TO PERFORM THE WORK.

CITY REVIEW 2

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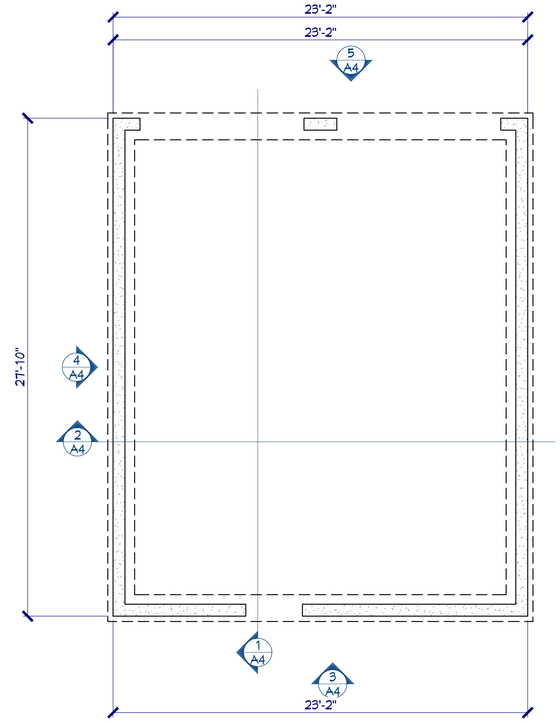
NEW GARAGE
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1513 MARKET STREET
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SCALE @ 24" X 36"

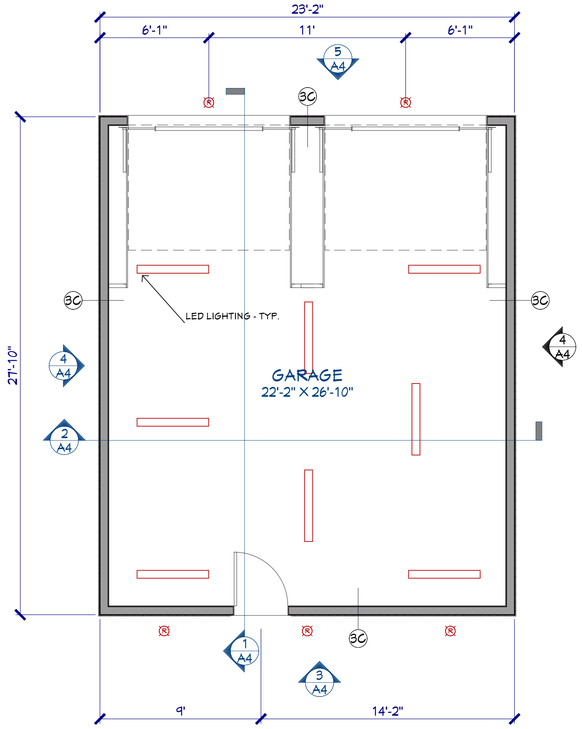
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1 A3 FOUNDATION PLAN
1/4" = 1'-0"



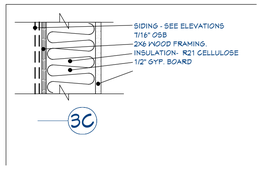
2 A3 FLOOR PLAN
1/4" = 1'-0"

STUDS TO BE 2x6 SPF
#2 @ 16" OC

DOOR SCHEDULE

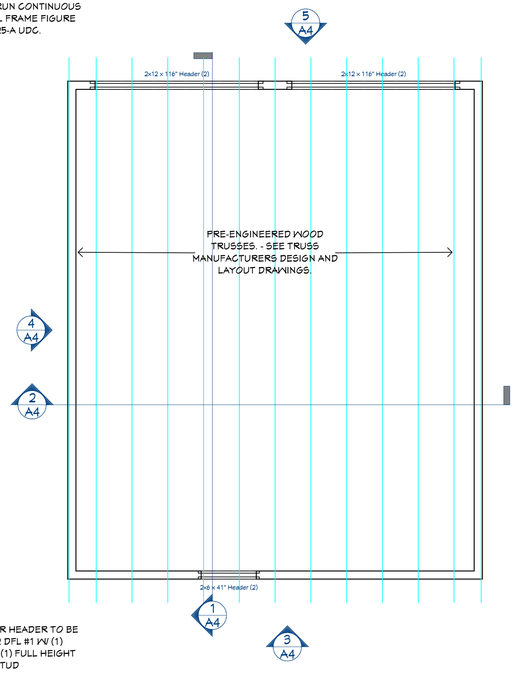
OVERHEAD DOORS	- -	METAL INSULATED SECTIONAL DOOR DOOR (U VALUE .24 OR BETTER) - 9'-0" W. X 8'-0" H. - STYLE AS SELECTED BY OWNER
SERVICE/ENTRY DOOR	- -	3'-0" X 7'-0" METAL INSULATED DOOR AND FRAME WITH LEVER TYPE HARDWARE.

WALL TYPE SCHEDULE



OVERHEAD DOOR HEADER TO BE 2 PLY, 1 3/4" X 11 1/4" LVL 2.0E W/ 2x6 @ TOP & BOTTOM. HEADER TO RUN CONTINUOUS PER PORTAL FRAME FIGURE 321.25-A UDC.

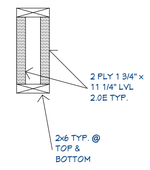
USE SIMPSON H-1 HURRICANE CLIPS @ EACH END OF EACH TRUSS.



SERVICE DOOR HEADER TO BE 2 PLY, 2x12 DFL #1 W/ (1) SHOULDER & (1) FULL HEIGHT STUD

USE SIMPSON H-1 HURRICANE CLIPS @ EACH END OF EACH TRUSS.

4 A3 ROOF FRAMING PLAN
1/4" = 1'-0"



4 A3 DETAIL AT H-2 HEADER
1" = 1'-0"

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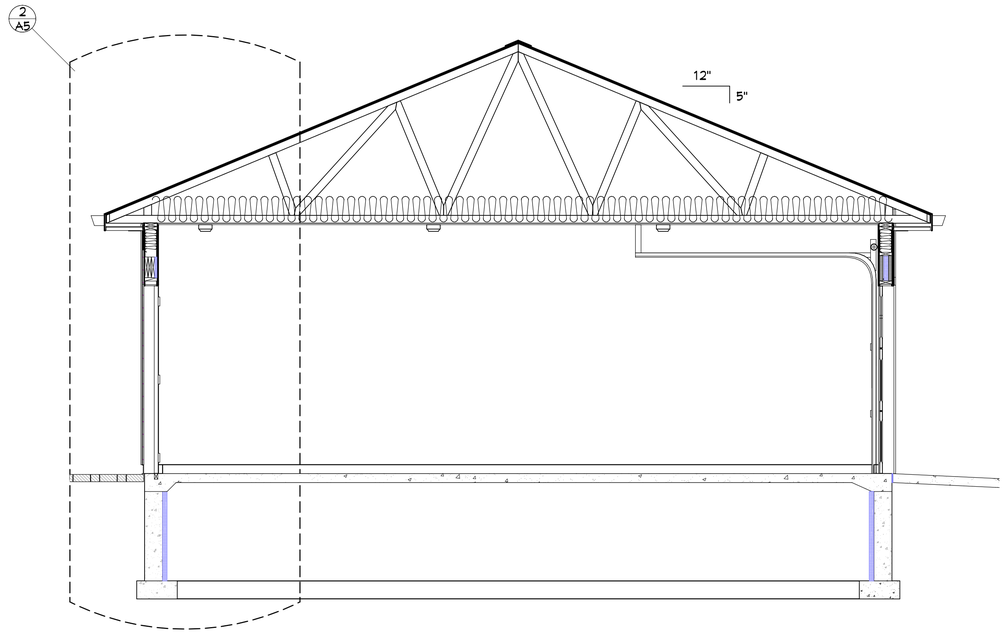
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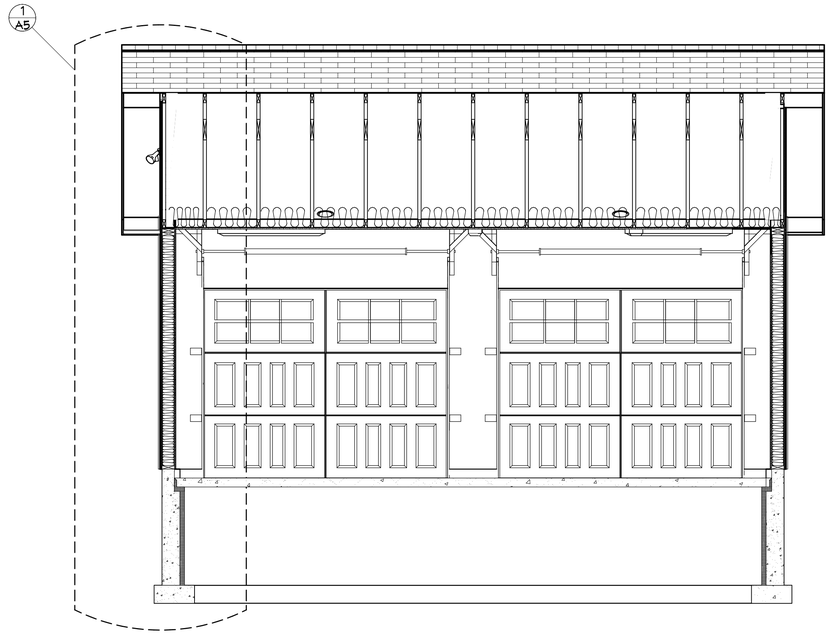
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1 A4 BUILDING SECTION
3/8" = 1'-0"

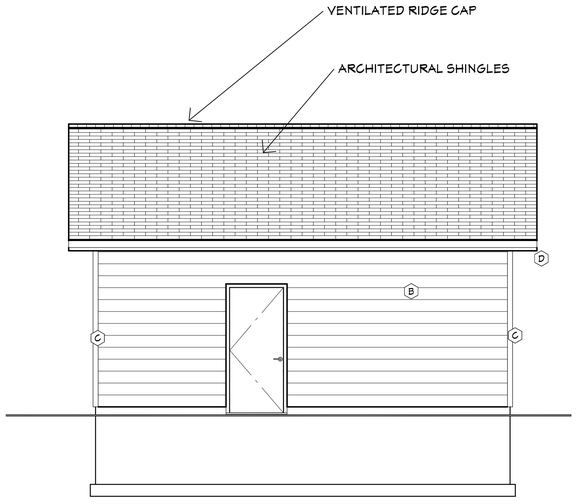


2 A4 BUILDING SECTION
3/8" = 1'-0"

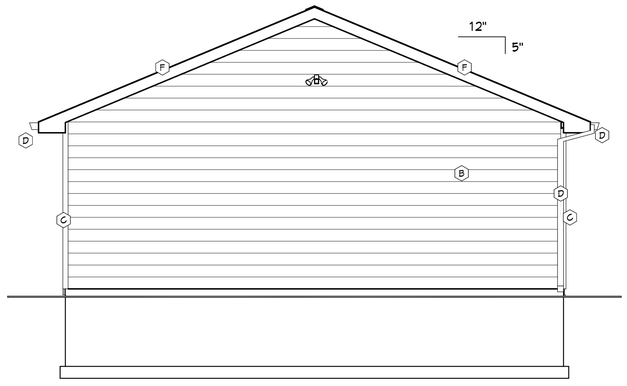
EXTERIOR MATERIALS LIST

A: NOT USED
B: LAP SIDING - LP SMARTSIDING 6" HORIZONTAL LAP - VERIFY COLOR
C: TRIM: CORNER TRIM - LP SMART TRIM - VERIFY COLOR
D: GUTTER AND DOWNSPOUTS - VERIFY COLOR
E: NOT USED
F: METAL SOFFIT & FASCIA - DARK BRONZE

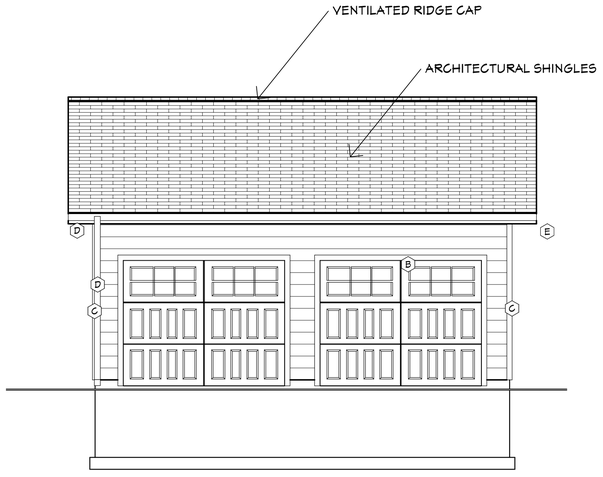
VERIFY ALL COLOR/FINISH SELECTIONS WITH OWNER.



3 A4 SOUTH ELEVATION
1/4" = 1'-0"



4 A4 WEST ELEVATION
1/4" = 1'-0"



5 A4 NORTH ELEVATION
1/4" = 1'-0"

CITY REVIEW 2

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Onalaska, Wisconsin 54650
Ernie Tourville*Architect* *608-780-1826*

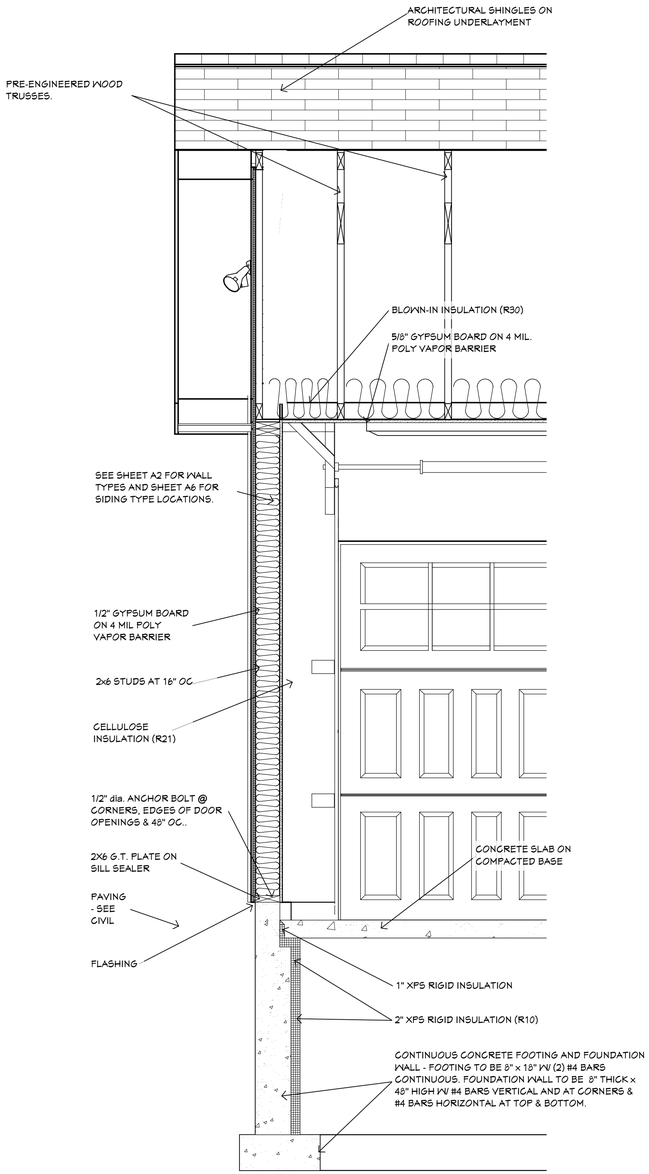
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SCALE @ 24" X 36"

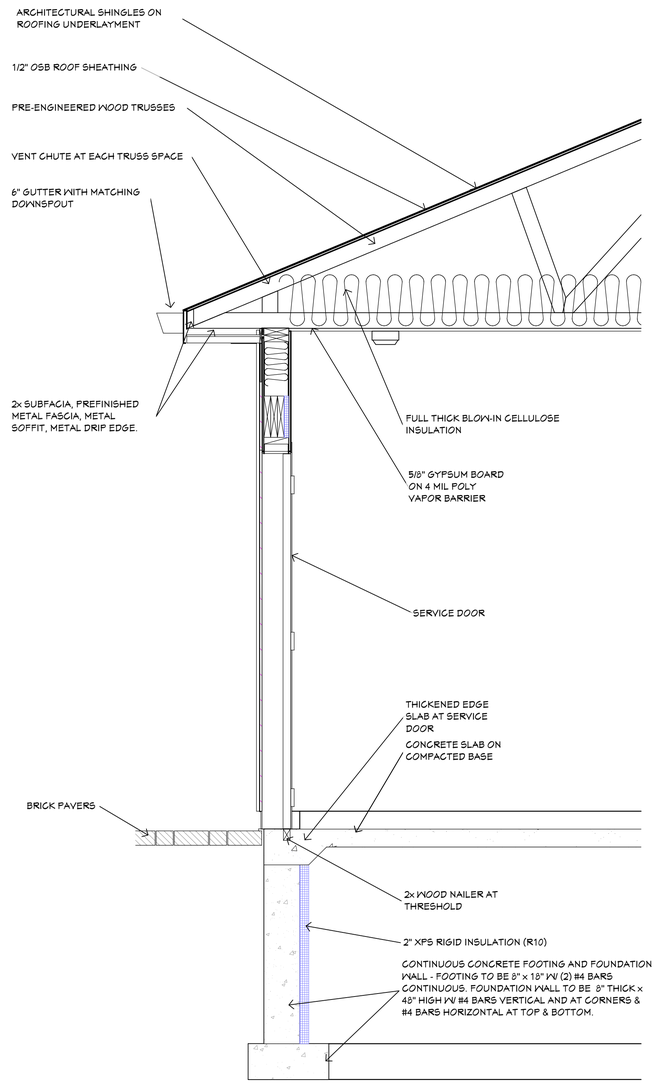
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A4

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1 A5 WALL SECTION AT GARAGE
3/4" = 1'-0"



2 A5 WALL SECTION AT GARAGE
3/4" = 1'-0"

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Ernie Tourville Architect 608-780-1826

NEW GARAGE
for JOSEPH & TRACY ENDRIZZI
1513 MARKET STREET
LA CROSSE, WISCONSIN 54601

SCALE @ 24" X 36"

DATE: 3/7/2025

SHEET
A5

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Tax Parcel	OwnerName	PROPADDCOMP	CompleteAddress	MailCityStateZip
17-30198-100	ADAM HOFFER	1527 FERRY ST	PO BOX 156	ONALASKA WI 54650-0156
17-30202-60	ARIANA GOSSFELD, ARLYS WHITAKER	621 15TH ST S	621 15TH ST S	LA CROSSE WI 54601
17-30167-70	BEVERLY A RANIS	710 16TH ST S	710 16TH ST S	LA CROSSE WI 54601
17-30196-130	BRIANA M JUNE, VICTORIA A JUNE, RUSSELL L JUNE	1426 FERRY ST	1426 FERRY ST	LA CROSSE WI 54601-4831
17-30202-40	CHELSEA ALE, ADAM HOFFER	1502 FERRY ST	PO BOX 156	ONALASKA WI 54650-0156
17-30172-110	CITY OF LACROSSE	1500 MARKET ST	400 LA CROSSE ST	LA CROSSE WI 54601
17-30196-110	DANIEL N DRIESEN	1430 FERRY ST 604 15TH ST S	1430 FERRY ST	LA CROSSE WI 54601
17-30167-40	DAVID M EDWARDS, KIMBERLY A EDWARDS	706 & 708 16TH ST S	706 16TH ST S	LA CROSSE WI 54601
17-30165-60	DAVID M MINDEL, MACKENZIE L MINDEL	1523 WINNEBAGO ST	1523 WINNEBAGO ST	LA CROSSE WI 54601
17-30201-100	DAVID R GRANT	1602 FERRY ST	302 HANSEN RANCH RD	VAIL CO 81657
17-30201-101	DAVID R GRANT	615 16TH ST S	302 HANSEN RANCH RD	VAIL CO 81657
17-30165-10	DIANNA VINCENT	717 15TH ST S	717 15TH ST S	LA CROSSE WI 54601
17-30172-50	DSC RENTAL PROPERTIES LLC	1521 & 1523 MARKET ST	624 16TH ST S	LA CROSSE WI 54601
17-30201-130	ERIK T CULVER	602 16TH ST S	W7571 ST CROIX AVE	HOLMEN WI 54636
17-30198-120	ETHEL ANDREWS TRUST	1523 FERRY ST	1523 FERRY ST	LA CROSSE WI 54601-4980
17-30198-110	GOEHNER INVESTMENTS LLC C/O KALI BLOMBERG	1529 FERRY ST	PO BOX 1085	LA CROSSE WI 54602-1085
17-30202-20	GUY M HERLING, SUSAN M HERLING	1516 FERRY ST	1516 FERRY ST	LA CROSSE WI 54601-4936
17-30201-140	HARRY B HINDSON, JEAN M HINDSON	1524 FERRY ST	1524 FERRY ST	LA CROSSE WI 54601-4936
17-30167-50	JEFFREY J JOHNSON	1532 MARKET ST	1532 MARKET ST	LA CROSSE WI 54601-4910
17-30165-30	JEFFREY N HOUSER, ELIZABETH A MULLEN-HOUSER	1507 WINNEBAGO ST	1507 WINNEBAGO ST	LA CROSSE WI 54601
17-30172-80	JME PRODUCTS LLC	1514 & 1516 MARKET ST	236 17TH PL S	LA CROSSE WI 54601
17-30167-60	JOHN SMALLEY, RANA SMALLEY	1528 MARKET ST	1528 MARKET ST	LA CROSSE WI 54601
17-30216-10	JORDAN T MARTI, JULIA MARTI, ANTHONY C NEHRING, MICHELLE N NEHRING	1426 MARKET ST	2012 ADAMS ST	LA CROSSE WI 54601
17-30202-30	JOSHUA A THEOBALD	1510 & 1512 FERRY ST	1530 48TH AVE	WINONA MN 55987
17-30215-70	JOSHUA L NEUMANN, LYNDSEY K NEUMANN	1427 & 1429 MARKET ST	N6843 MCCURDY RD	HOLMEN WI 54636
17-30196-120	JOSHUA P OSLEY, STACY D OSLEY	622 15TH ST S	313 SHELLY LN	LA CROSSE WI 54603
17-30172-10	JUDITH A WALKER-JENSEN	1501 & 1503 MARKET ST	1503 MARKET ST	LA CROSSE WI 54601-4973
17-30198-130	KATHERINE P STEVENSON	1503 FERRY ST	1503 FERRY ST	LA CROSSE WI 54601
17-30167-20	KRISTOFER L BAUER, JAMIE N SCHIFFER	1601 MARKET ST	1601 MARKET ST	LA CROSSE WI 54601
17-30172-70	LEONA BOURNES	1518 & 1520 MARKET ST	1518 MARKET ST	LA CROSSE WI 54601
17-30202-10	LIFT BRIDGE PROPERTY GROUP LLC	1518, 1520, 1522 FERRY ST	N415 BARTSCH RD	COON VALLEY WI 54623
17-30172-40	LUKE H PRETASKY, MARK H PRETASKY	1517 & 1519 MARKET ST	1517 MARKET ST	LA CROSSE WI 54601-7741
17-30201-120	NAOMI M MORRIS	608 16TH ST S	608 16TH ST S	LA CROSSE WI 54601
17-30172-60	NATHAN A LANGE	1524 & 1526 MARKET ST	1524 MARKET ST	LA CROSSE WI 54601-4910
17-30215-130	NICOLAS M SHERTZ, ROBYN A SHERTZ	1436 MARKET ST	W4980 OSERO LN	TOMAHAWK WI 54487
17-30202-50	REGINA R GOODNOW	1506 FERRY ST	1506 FERRY ST	LA CROSSE WI 54601-4936
17-30215-140	RHONDA K STAATS	1430 MARKET ST	1430 MARKET ST	LA CROSSE WI 54601-4812
17-30201-110	SCOTT T DOBERSTEIN, CARYL A DOBERSTEIN	614 16TH ST S	614 16TH ST S	LA CROSSE WI 54601-4924
17-30172-90	SDA MARKET ST PROPERTY LLC	1508, 1510, 1512 MARKET ST	1126 27TH ST S	LA CROSSE WI 54601-6007
17-30167-80	SEVEN RIVERS PROPERTIES LLC	722 & 724 16TH ST S	217 22ND STREET CT NE	BRADENTON FL 34208
17-30165-50	SHAWNA M KREMER	1519 WINNEBAGO ST	1519 WINNEBAGO ST	LA CROSSE WI 54601
17-30168-50	SIMMONS RENTAL PROPERTIES LLC	1602 MARKET ST	N26143 JOE COULEE RD	BLAIR WI 54616
17-30172-20	SIMMONS RENTAL PROPERTIES LLC	1505 MARKET ST	N26143 JOE COULEE RD	BLAIR WI 54616
17-30165-20	STEVEN L HAYE, KELLY A HAYE	1503 WINNEBAGO ST	1503 WINNEBAGO ST	LA CROSSE WI 54601
17-30172-100	TERRY L FISHER, TERESA S FISHER	1502 MARKET ST 703, 705, 707 15TH ST S	W8031 COUNTY ROAD ZN	ONALASKA WI 54650
17-30215-60	TERRY L FISHER, TERESA S FISHER	1435 & 1437 MARKET ST	W8031 COUNTY ROAD ZN	ONALASKA WI 54650
17-30167-30	TODD M ADAMS, TRACYE L TRIMBO-ADAMS	624 16TH ST S	624 16TH ST S	LA CROSSE WI 54601-4924
17-30165-40	TORBEN H LARSEN, LIVIA JOHNSON	1511 WINNEBAGO ST	1511 WINNEBAGO ST	LA CROSSE WI 54601
17-30217-30	WILLIAM M BREIDEL	730 & 732 15TH ST S	526 OAK AVE S	ONALASKA WI 54650
17-30196-140	ZANE T COBB, JESSICA D COBB	1424 FERRY ST	14650 QUARTER MILE DR	HALLSVILLE MO 65255

Properties within 300 feet of 1513 Market St.

APPLICANT	JOSEPH & TRACI ENDRIZZI		236 17TH PL S	LA CROSSE WI 54601
PROPERTY OWNER	JME PRODUCTS LLC	1513 MARKET ST	236 17TH PL S	LA CROSSE WI 54601

Properties within 300 feet of **1513 Market St** ★



NOTICE OF HEARING ON
AMENDMENT TO ZONING RESTRICTION

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that the Common Council of the City of La Crosse, by its Judiciary & Administration Committee, will hold a public hearing on a proposed ordinance change in the zoning code as follows:

AN ORDINANCE to amend Subsection 115-110 of the Code of Ordinances of the City of La Crosse by transferring certain property from the Traditional Neighborhood District - Specific to the to the Traditional Neighborhood District - Specific, allowing for a bakery and cafe at 1513 Market St.

Property is presently: a vacant lot

Property is proposed to be: a bakery and cafe

Rezoning is necessary: to complete rezoning process originally approved in June 2024, with updated detailed plans (without a second-story apartment).

Tax Parcel 17-30182-30; 1513 Market St.

The City Plan Commission will meet to consider such application on **Monday, June 30, 2025, at 4:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin (public speaking on such application is allowed).

A public hearing before the Judiciary & Administration Committee will be held on **Tuesday, July 1, 2025, at 6:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin.

Final action will be determined by the **Common Council** on **Thursday, July 10, 2025, at 6:00 p.m.** in the Council Chambers of City Hall, 400 La Crosse St., in the City of La Crosse, La Crosse County, Wisconsin.

Any person interested may appear at public hearings either in person, by agent, or by attorney, and may express their approval or objection, or file a letter in the office of the City Clerk.

The petition and/or maps relating to the above referenced amendment may be examined in the Office of the City Clerk, La Crosse City Hall, between the hours of 8:00 a.m. and 4:30 p.m. on any regular business day, holidays excepted, (by appointment) or in the Legislative Information Center which can be accessed from the City website at www.cityoflacrosse.org (search for File 25-0666).

Dated this 10th day of June, 2025.

Nikki M. Elsen, City Clerk
City of La Crosse

- -

Published: June 17 & 24, 2025
One (1) Affidavit

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State of Florida, County of Orange, ss:

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

PUBLICATION DATES:
June. 17 2025, June. 24 2025

NOTICE ID: uG4SzGc2jfMhig1a8Grs
PUBLISHER ID: COL-WI-101318
NOTICE NAME: Rezoning - 1513 Market (change to prior TND)
Publication Fee: $151.51

Section: Legals
Category: 0001 Wisconsin Legals

Ankit Sachdeva

(Signed)_____

JESSICA GORDON-THOMPSON
Notary Public - State of Florida
Commission # HH301656
Expires on August 17, 2026

VERIFICATION

State of Florida
County of Orange

Subscribed in my presence and sworn to before me on this: 06/25/2025

_____
Notary Public
Notarized remotely online using communication technology via Proof.

NOTICE OF HEARING ON AMENDMENT TO ZONING RESTRICTION

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Dated this 10th day of June, 2025.

Nikki M. Elsen, City Clerk
City of La Crosse
6/17, 6/24 LAC
COL-WI-101318 WNAXLP

Agenda Item 25-0666 (Tim Acklin)

AN ORDINANCE to amend Subsection 115-110 of the Code of Ordinances of the City of La Crosse by transferring certain property from the Traditional Neighborhood District - Specific to the to the Traditional Neighborhood District - Specific, allowing for a bakery and cafe at 1513 Market St.

General Location

Aldermanic District 8, mid-block on the northside of Market Street between 15th & 16th Streets as depicted on attached Map 25-0666. Parcel is located within the Weigent Hogan Neighborhood Association. Surrounding land uses are residential, primarily single-family homes and duplexes. There are also several neighborhood commercial buildings within a block of the subject property. A large park and two schools are within a couple of blocks.

Background Information

The applicant is requesting to amend their previously approved plan and rezoning to Traditional Neighborhood Development to only construct a one-story commercial building for a bakery and not a two-story mixed-use building with commercial on the ground floor and a residential unit on the second floor. The applicant has stated that the change in scope is mainly due to economic reasons as the cost of project has significantly increased from when he started the process. Other than the elimination of the second story, the project remains largely the same with an outdoor patio, bike parking, building architecture, and detached garage.

The applicant currently owns and operates the commercial business (artPOP) across the street and wants to expand neighborhood type commercial businesses in the area. They also state that they already have a commercial tenant, consisting of a bakery/deli, interested in this location.

The applicant states that they had attended a Weigent Hogan NA meeting to present their change and had not heard any concerns.

- **Principles of Traditional Neighborhood 115-403(a)(1)**
  Due to the smaller lot size (less than 2 acres) of TND zoning, the ordinance allows for infill/redevelopment projects to consider the surrounding uses, design elements, and neighborhood when determining whether it meets the intent of the ordinance.

  The subject property is located in the Weigent-Hogan Neighborhood which is centrally located in La Crosse. It is surrounded by mostly low-density residential buildings and is in close proximity (four blocks or less) from a hospital, a park, churches, schools, and some neighborhood commercial buildings.

  The Weigent-Hogan Neighborhood maintains a high integrity of its traditional grid system of streets, alleys, and sidewalks making in inherently designed for human scale. Bus Route #2 runs along 16th Street S and 17th Street S is a designated greenway for bicyclists.

  The proposed development will not retain the existing single-family home. The applicant states that they purchased it in a state of disrepair and neglect and has since had it demolished.

The Land Use Element in the 2040 Comprehensive Plan for the Weigent-Hogan Neighborhood depicts Neighborhood Retail/Commercial as a desirable use.

- **Applicable Design Standards 115-403(d)**
  The proposed use of the property as a commercial use as a bakery is a listed use in the adopted TND ordinance. Its location and size would indicate that it would primarily serve the surrounding community, which is a key component of TND development.

  The proposed development will have to meet the City's design standards as well as any additional standards under this section. Final plans have been reviewed by the Design Review Committee and feedback was provided. Minor revisions and approvals for lighting are still needed prior to any permits being issued.

  Architectural Standards:
  - Height- Proposed structure and use can be no higher than 5 stores or within one story of adjacent properties, whichever is greater.
    - The proposed development is one story. Surrounding properties are a mix of 1 ½ to 2 stores in height.
  - Entries and Facades- Front façade should face the public street, not be oriented toward a parking lot, incorporate entrance defining features, architectural features continue on all sides visible from the public street, and 50% shall be transparent, such as windows.
    - The façade of the proposed development faces the public street, continues the brick façade around each side, defines the entrance with an awning and transom windows, and more than 50% of the first floor is windows and doors.

  The applicant designed their building to resemble other historic, neighborhood commercial buildings and included specific architectural features to accomplish this. This includes the form and flat roof of the building, the pediment, cornice and dentil along the top of the roof, use of brick, and use of columns.

  There are no off-street parking requirements. The property is still required to meet ADA requirements for off-street parking if applicable.

Emphasis was placed by staff to the applicant on design and neighborhood context which was expressed by the community during the comprehensive planning process. Additionally, the appropriate location of neighborhood retail/commercial was also expressed. Staff felt that this location would be appropriate due to several existing commercial properties around the 16th and Market intersection. While the loss of a residential dwelling unit is unfortunate, the addition of neighborhood commercial use is valuable. Staff feel that this development meets the standards and intent of the TND ordinance.

Recommendation of Other Boards and Commissions

The Common Council approved a Conditional Use Permit to demolish the existing house on this property at their December 2024 meeting.

The Common Council approved Traditional Neighborhood Development-Specific zoning at their April 2024 meeting.

The Design Review Committee reviewed revised plans for this development on June 13, 2025.

Consistency with Adopted Comprehensive Plan

Neighborhood Retail/Commercial is a desirable land use in the Weigent Hogan Neighborhood. The Comprehensive Plan specially states that “more mixed use and opportunities for small commercial and shops are desired” in this neighborhood.

Staff Recommendation

This item is recommended for approval with the condition that it completes the design review process.

Routing J&A 7.1.25



BASIC ZONING DISTRICTS

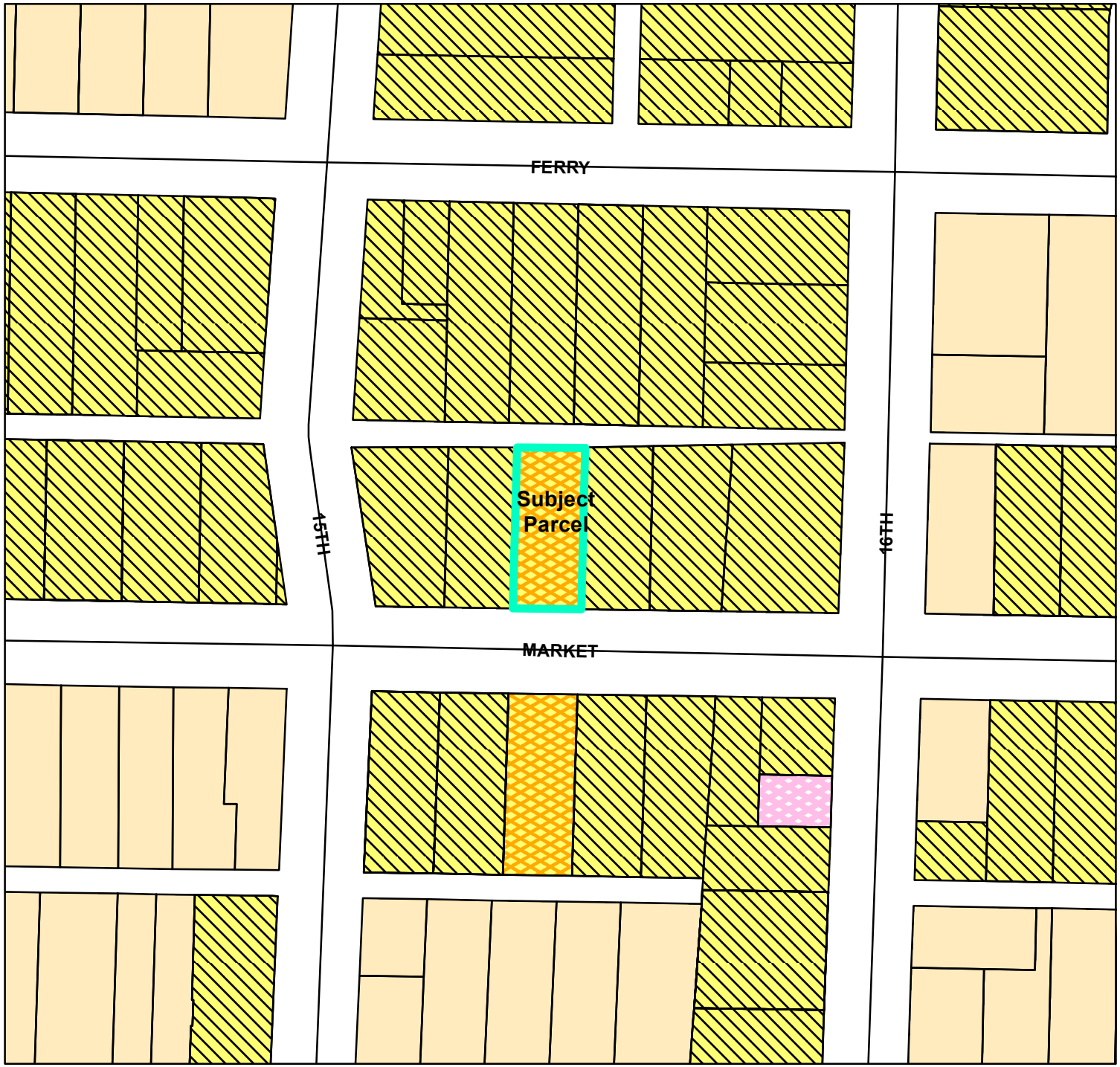
- R1 - SINGLE FAMILY
- R2 - RESIDENCE
- WR - WASHBURN RES
- R3 - SPECIAL RESIDENCE
- R4 - LOW DENSITY MULTI
- R5 - MULTIPLE DWELLING
- R6 - SPECIAL MULTIPLE
- PD- PLANNED DEVELOP
- TND - TRAD NEIGH DEV.
- C1 - LOCAL BUSINESS
- C2 - COMMERCIAL
- C3 - COMMUNITY BUSINESS
- M1 - LIGHT INDUSTRIAL
- M2 - HEAVY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

N W E S

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City of La Crosse Planning Department - 2025

PC 25-0666 448



BASIC ZONING DISTRICTS

- R1 - SINGLE FAMILY
- R2 - RESIDENCE
- WR - WASHBURN RES
- R3 - SPECIAL RESIDENCE
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City of La Crosse Planning Department - 2025

PC 25-0666 449

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0623

Agenda Date: 7/10/2025

Version: 1

Status: Recommended to be Adopted

In Control: Common Council

File Type: Resolution

Resolution authorizing projects for Airport PFC Application 12.

RESOLUTION

WHEREAS, in December 1993 the Common Council of the City of La Crosse enacted Section 8-54 of the Code of Ordinances relating to Passenger Facility Charges (PFC Ordinance); and

WHEREAS, the PFC Ordinance authorizes the collection of a Passenger Facility Charge on enplaned airline passengers for use in airport capital improvement projects to enhance the safety, capacity, and efficiency of the La Crosse Regional Airport; and

WHEREAS, the following additional projects are necessary for the health, safety and welfare of the citizens and residents of the City of La Crosse; and

WHEREAS, the authorization will be for PFC application number twelve.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of La Crosse, that the Passenger Facility Charges collected pursuant to Section 13.05 of the La Crosse Regional Airport Code are hereby authorized to be collected and expended on the following additional projects:

12-001 - Rehabilitate Runway 18/36
12-002 - Construct East Entrance Road
12-003 - Expand East Terminal Apron
12-004 - Construct Taxiway and Reconstruct Taxilanes
12-005 - Construct Access Road
12-006 - Rehabilitate Service Roads (North and South)
12-007 - Acquire ARFF Apparatus and Equipment
12-008 - Replace Terminal Inbound Baggage Conveyor
12-009 - Conduct Obstruction Study
12-010 - Acquire SRE (Multi-Function Unit)
12-011 - Acquire SRE (Brooms, Loader, Tractor)
12-012 - Acquire SRE (Rotary Blower)
12-013 - Acquire Runway Closure Markers
12-014 - Replace Airport Rotating Beacon
12-015 - Conduct Environmental Assessment - Runway 04/22 Decommissioning
12-016 - Rehabilitate ARFF Building
12-017 - Replace Terminal Emergency Generator
12-018 - Rehabilitate Terminal Outbound Baggage Handling Equipment
12-019 - Rehabilitate Drainage Infrastructure (Impose Only)
12-020 - Decommission Runway 04/22 (Impose Only)
12-021 - Reconstruct and Rehabilitate Taxiway B (Impose Only)
12-022 - Rehabilitate Airfield Electrical Vault Roof
12-023 - PFC Administration Costs

BE IT FURTHER RESOLVED that this resolution shall supplement previous Council resolutions related to the use of the Passenger Facility Charge in accordance with Section 8-54 of the La Crosse Municipal Code.

BE IT FURTHER RESOLVED that the Director of Finance and the Director of the La Crosse Regional Airport are hereby authorized and directed to take all necessary steps to implement this resolution.

CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID 25-0623 Caption Resolution authorizing submittal of Passenger Facility Charge (PFC) Application 12 to the U.S. Department of Transportation.

Staff/Department Responsible for Legislation

Airport

Requestor of Legislation

Jeffrey Tripp, Airport Director

Location, if applicable

La Crosse Regional Airport

Summary/Purpose

The Airport is requesting council authorization to submit Passenger Facility Charge (PFC) Application 12 to the U.S. Department of Transportation.

In December 1993, the Common Council enacted Section 8-54 of the Code of Ordinances relating to Passenger Facility Charges (PFC Ordinance) for use in airport capital improvement projects to enhance the safety, capacity, and efficiency of the La Crosse Regional Airport.

Background

The Passenger Facility Charge (PFC) program allows commercial service airports to impose a fee against enplaning passengers for the purpose of funding approved projects at that airport. U.S. Code 49 U.S.C. Section 40117 authorizes the collection of this fee.

Commercial service airports are public-use airports that enplane 2,500 or more passengers a year and may request authority to impose a PFC of up to $4.50 on revenue passengers enplaned at their airport. LSE has been collecting a PFC since 1994 to fund capital development and currently implements the PFC at the $4.50 level.

Fiscal Impact

PFC Application 12 will allow the Airport to continue to collect fees to help reimburse the Airport for its costs associated with the design and construction of eligible capital projects and equipment acquisition.

Staff Recommendation

The Airport Department recommends approval.

NOTICE TO ALL AIR CARRIERS SERVING LA CROSSE REGIONAL AIRPORT

March 28, 2025

RE: Proposed PFC Application #12 for LSE

The City of La Crosse, Wisconsin hereby provides notice, in accordance with 14 CFR 158.23 of the Passenger Facility Charge regulation, of a consultation meeting with the air carriers serving the La Crosse Regional Airport (LSE). This meeting is intended to discuss as required by the PFC regulation, the submission of a new application (impose and use) to the FAA for extension of our Passenger Facility Charge authority at LSE. The legislation requires airline notification of potential PFC funded projects 30 to 45 days prior to the PFC meeting. In addition, the legislation requires that information on the program be conveyed to the airlines and that the airlines respond to the Airport, in writing, acknowledging receipt of the required notice.

In accordance with Federal Aviation Regulation 14 CFR Part 158.23 Passenger Facility Charges, the City will hold a consultation meeting with air carriers on Wednesday, May 7, 2025 at 10:00 a.m. Central Time, regarding the new application. The meeting will be held by video conference. Participants may attend online through the Microsoft Teams platform (website or application) using the following link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTE3NDc1NTctYzE2Mi00MTNlLWExYTQtYTkwZmE5YWFmYzNi%40thread.v2/0?context=%7b%22Tid%22%3a%229aa1ac06-452f-49ca-bcaf-f76b536be53b%22%2c%22Oid%22%3a%2279899bf5-61d6-44d0-859e-172a5bf2e595%22%7d or by calling (872) 240-8003, using Meeting ID 397 820 951#. A participant may request the Teams meeting invite via email by contacting Mr. JD Roberts at robertsj@lseairport.com. Should you have any technical difficulties connecting into the meeting, please contact Airport Administration at (608) 789-7464.

The City of La Crosse plans to continue the maximum PFC allowable of $4.50 per enplaned passenger. We anticipate collection to begin on February 1, 2034, with a total revenue impact of $1,682,006. The PFC expiration date for these projects is estimated to be July 1, 2042. Future PFC projects will likely extend the expiration date.

The projects described on the following pages are the proposed projects for PFC funding. We look forward to discussing in detail, these projects at our air carrier consultation meeting on May 7, 2025.

Thank you for serving La Crosse Regional Airport.

Sincerely,

Jeffrey Tripp
Airport Director

cc: Elias Bello, FAA, Chicago ADO

LA CROSSE REGIONAL AIRPORT
PASSENGER FACILITY CHARGE APPLICATION #12
PROJECT DESCRIPTIONS

12-001 Rehabilitate Runway 18-36

This project included the rehabilitation of Runway 18-36 through joint sealing and panel replacement. The project also included updating the signage and painted markings redesignating Runway 3-21 to Runway 4-22. This project included the resealing approximately 165,000 linear feet of existing Runway 18-36 concrete joints, repair of approximately 100 square feet of concrete pavement, repair 40 cross stitching cracks in in the runway concrete pavement, and re-mark approximately 179,000 linear feet of runway pavement markings.

This project was necessary to address concrete joints that were failing due to compression issues and address various types of pavement cracking. Due to the shift of magnetic north, Runway 3-21 needed to be redesignated to Runway 4-22 to accurately reflect its correct heading.

The total cost of this project was $512,790. Federal funds (AIP Grant #36) provided $428,662 toward the project. State funds provided $42,064 of the required local match (LSE0997). PFCs are requested to provide the remaining local match of $42,064. This project started in September 2013 and was completed in May 2014.

12-002 Construct East Entrance Road

This project included the reconstruction and realignment of 600 feet of the East Entrance Road (the north end of Fanta Reed Road). The project removed approximately 5,000 square yards of asphalt. The realigned road installed approximately 65 tons of asphalt.

The pavement was over 40 years old, badly deteriorated, and in need of reconstruction. The realignment of the roadway allowed for improved access and future aeronautical development.

The total cost of this project was $390,461. Federal funds (AIP Grant #39) provided $350,890 toward the project. State funds provided $19,494 of the required local match (LSE1001). PFCs are requested to provide $20,077 of eligible costs. This project started in September 2016 and was completed in December 2020.

12-003 Expand East Terminal Apron

This project included the expansion of the passenger Terminal Building Apron to the east. The expansion was approximately 33,000 square feet of concrete pavement.

This project as necessary to improve aircraft maneuverability and circulation around passenger boarding bridges.

The total cost of this project was $900,325. Federal funds (AIP Grant #44) provided $810,292 toward the project. State funds provided $45,016 of the required local match. PFCs are requested to provide the remaining local match of $45,017. This project started in November 2018 and was completed in August 2020.

12-004 Construct Taxiway and Reconstruct Taxilanes

This project included the construction of a taxiway and reconstruction of numerous taxilanes in asphalt totaling approximately 3,500 linear feet by 25 feet wide.

The various taxilanes in the southeast hangar area were constructed in 1966, the 1970s and 1990. The 2016 PCI values for the taxilane pavements were around 36-40. The pavement was showing much distress through alligator, block, and longitudinal/transverse cracking along with weathering/raveling and depressions. This project was necessary to extend the useful life of these taxilane pavements and eliminate the generation of FOD.

The total cost of this project was $883,291. Federal funds (AIP Grant #44) provided $794,962 toward the project. State funds provided $44,165 of the required local match (LSE1011). PFCs are requested to provide the remaining local match of $44,164. This project started in November 2019 and was completed in August 2020.

12-005 Construct Access Road

This project included the extension of the East Access Road (Fanta Reed Road) by approximately 450 feet by 24 feet of asphalt pavement.

The extension allows for better access to the aeronautical and hangar site development on the east side of the Airport.

The total cost of this project was $895,183. Federal funds (AIP Grant #44) provided $805,664 toward the project. State funds provided $44,759 of the required local match (LSE1011). PFCs are requested to provide the remaining local match of $44,760. This project started in November 2019 and was completed in August 2020.

12-006 Rehabilitate Service Roads (North and South)

This project included the reconstruction of the service road (building approaches) to the Snow Removal Equipment building on both its north and south sides. The reconstruction included approximately 30,000 square feet of asphalt pavement.

The asphaltic pavements associated with the SRE building approaches were over 50 years old with the last repairs being completed 30 years prior and were badly deteriorated. This project will

extend the useful life of those pavements and prevent FOD from being generated from the entrance and exit of snow removal equipment.

The total cost of this project was $260,246. Federal funds (AIP Grant #44) provided $234,221 toward the project. State funds provided $13,012 of the required local match (LSE1011). PFCs are requested to provide the remaining local match of $13,013. This project started in November 2019 and was completed in August 2020.

12-007 Acquire Aircraft Rescue and Firefighting (ARFF) Truck

This project included the acquisition of an Aircraft Rescue and Firefighting (ARFF) truck and rescue equipment. The diesel engine driven ARFF vehicle has a 1,500-gallon water tank capacity and a 450-lb. potassium-based dry chemical capacity. The equipment included protective clothing, forcible aircraft entry tools and auxiliary tools and equipment. The ARFF truck meets the requirements for ARFF Index B. The ARFF truck was purchased using FAA standard specifications and requirements.

The existing Oshkosh T1500 ARFF vehicle was purchased in 1997 and had exceeded its useful life of 15 years and maintenance issues were becoming more prevalent. Because functioning ARFF vehicles are required for the Airport under its FAA Part 139 Operating Certificate it was necessary to replace this ARFF vehicle, gear and tools to continue to satisfy the requirements of the ARFF index.

The total cost of this project was $848,680. Federal funds (AIP Grant #51) provided $749,165 toward the project. State funds provided $49,758 (LSE1018). PFCs are requested to provide $49,757 of eligible costs. This project started in August 2022 and was completed in December 2023.

12-008 Replace Terminal Inbound Baggage Conveyor

This project included the replacement of the inbound baggage conveyor (common use) at the passenger terminal building. The project scope included the carousel, roll up baggage belt, security doors and security interlocks. The approximate length of the system is 103 feet.

The existing inbound baggage conveyor was installed in 2006 and suffers from frequent and continuous breakdowns.

The total cost of this project was $707,881. Federal funds (AIP Grant #52) provided $637,093 toward the project. State funds provided $35,394 of the required local match (LSE1021; SAP89). PFCs are requested to provide the remaining local match of $35,394. This project started in August 2023 and was completed in January 2025.

12-009 Conduct Obstruction Study

This project includes the preparation of an Obstruction Disposition Study. This project will identify proposed mitigation for obstacles/obstructions to existing approaches and departures at the Airport. This project will only include evaluating obstructions to Runways 18-36 and 13-31; Runway 4-22 will not be included, as it is slated to be decommissioned. Major components of this project include:

- Preparation and submission of obstruction information to the FAA
- FAA airspace case determination processing of obstructions
- Identification of potential mitigation for future obstacles
- Preparation of an Obstacle Action Plan (OAP) Report for existing obstructions

This project will document existing airspace obstacle/obstruction data in FAA databases and match the outcome with the current LSE ALP/Airspace Plan. From this data, mitigation strategies will be formulated for obstructions found, the ALP/Airspace Plan will be updated, and an OAP Report will be produced.

Over 1,000 obstacles/obstructions were identified in the Airport Layout Plan (ALP) and Airspace Plan that was completed as part of the 2022 LSE Master Plan Update. This project is necessary to ensure the safety of aircraft arriving to and departing from these runways.

The total cost of this project is estimated to be $126,721. Federal funds (AIP Grant #54) has provided $114,049 toward the project. The State of Wisconsin is estimated to fund $6,336 (LSE1020). PFCs are anticipated to provide the remaining costs of $6,336. This project started in October 2023 and is estimated to be completed in March 2026.

12-010 Acquire Snow Removal Equipment (Multi-Function Unit)

This project includes the acquisition of one piece of snow removal equipment – a 4 x 4 all-wheel drive carrier vehicle, 24-foot displacement plow, and deice/anti-ice system.

This piece of equipment replaced a 1985 International F1754 unit. This piece of equipment is far past its useful life, is becoming increasingly maintenance intensive and no longer reliable. The equipment is required to comply with the Snow Removal Plan and is required for Part 139 certification.

The total cost of this project is estimated to be $665,284. Federal funds (AIP Grant #54) provided $598,756 toward the project. The State of Wisconsin is estimated to fund $33,264 (LSE1020). PFCs are anticipated to provide the remaining costs of $33,264. This started in October 2023 and is estimated to be completed in May 2025.

12-011 Acquire Snow Removal Equipment (Brooms, Loader and Bucket)

This project included the acquisition of four pieces of snow removal equipment – two tow-behind runway sweepers/brooms, a wheel loader and a tractor with loader bucket.

This project replaced two 2005 M-B Brooms that were past their useful lives, increasingly maintenance intensive, and no longer reliable. It also replaced a 2004 Case 821 loader that was past its useful life, increasingly maintenance intensive and no longer reliable. The equipment is required to comply with the Snow Removal Plan and is required for Part 139 certification.

The total cost of this project was $1,100,178. State funds provided $880,143 (LSE1016/SAP86 & LSE1017/SAP87). PFCs are requested to fund the remaining $220,035 of eligible costs. This project started in November 2020 and was completed in September 2023.

12-012 Acquire Snow Removal Equipment (Rotary Blower)

This project will include the acquisition of a rotary blower. The chassis engine shall be a four stroke Tier 4 EPA compliant diesel type, six cylinders, a minimum 11.9-liter minimum displacement, developing a minimum 496 horsepower. The rotary blower head will be a two-stage unit including a helical ribbon and separate impeller to effectively feed and displace snow and/or ice. It will have a minimum capacity of 3,000 tons per hour with a casting distance measures from the blower to a point of maximum deposition under a no wind condition of 75 feet minimum. The performance specifications are based on snow with a unit weight of 25 pounds per cubic foot.

This piece of equipment will replace an existing 2009 Oshkosh H273B rotary snow blower. This piece of equipment is past its useful life, is increasingly maintenance intensive and no longer reliable. The equipment is required to comply with the Snow Removal Plan and is required for Part 139 certification.

The total cost of this project is estimated to be $890,000. The FAA is anticipated to provide funding in the amount of $845,500. Per the 2024 FAA Reauthorization Act, FY2025 and FY2026 grants are reimbursed at 95% for eligible projects. The State of Wisconsin is anticipated to provide funding (LSE1024; SOP91) in the amount of $22,250. PFC's are requested to provide the remaining local match of $22,250. The project started in December 2024 and is anticipated to be completed in December 2026.

12-013 Acquire Runway Closure Devices

This project will complete the acquisition of two runway closure devices (lighted Xs).

These devices will preserve safety when closing runways when necessary for maintenance or other emergencies. These will replace existing runway closure devices which have reached the end of their useful life.

The total cost of this project is estimated to be $72,000. The FAA is anticipated to provide funding in the amount of $68,400. *Per the 2024 FAA Reauthorization Act, FY2025 and FY2026 grants are reimbursed at 95% for eligible projects.* The State of Wisconsin is anticipated to provide funding in the amount of $1,800 (LSE1026). PFC's are requested to provide the remaining local match of $1,800. The project is estimated to start in April 2025 and be completed in December 2025.

12-014 Replace Airport Rotating Beacon

This project includes the design, acquisition, and installation of a replacement rotating beacon for the Airport. The beacon will be a new high intensity LED beacon installed on the roof of a building on the southern portion of the Airport.

The existing rotating beacon is approximately 20 years old and in need of replacement. The primary gearbox has excessive wear and is starting to fail, and parts are becoming increasingly hard to acquire.

The total cost of this project is estimated to be $17,000. The FAA is anticipated to provide funding in the amount of $16,150. *Per the 2024 FAA Reauthorization Act, FY2025 and FY2026 grants are reimbursed at 95% for eligible projects.* The State of Wisconsin is anticipated to provide funding in the amount of $425 (LSE1026). PFC's are requested to provide the remaining local match of $425. The project is estimated to start in April 2025 and be completed in December 2025.

12-015 Conduct Environmental Assessment - Decommissioning Runway 04-22

This project consists of preparation of an Environmental Assessment (EA) for the decommissioning of Runway 04-22 at the Airport. This EA will be prepared in accordance with Section 102(2)(c) of the National Environmental Policy Act (NEPA) of 1969, the Council on Environmental Quality (CEQ) Regulations for Implementing NEPA (40 CFR 1500 through 1508) and other relevant CEQ guidance. Federal Aviation Administration (FAA) Order 5050.4B: National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions, and FAA Order 1050.1F, Change 1: Environmental Impacts: Policies and Procedure.

An EA is required before the Airport can proceed with the decommissioning of Runway 04-22. This runway is no longer required from a capacity or crosswind runway standpoint and is not eligible to receive federal funding for continued maintenance. The FAA has requested the City decommission the runway.

The total cost of this project is estimated to be $200,000. The FAA is anticipated to provide in the amount of $190,000. *Per the 2024 FAA Reauthorization Act, FY2025 and FY2026 grants are reimbursed at 95% for eligible projects.* The State of Wisconsin is estimated to fund $5,000 (LSE1025). PFCs are anticipated to provide the remaining costs of $5,000. This project is estimated to start in October 2025 and is estimated to be completed in April 2027.

12-016 Rehabilitate ARFF Building

This project includes the design and rehabilitation of the ARFF station. The project will include rehabilitating the building envelope to eliminate water infiltration. It will also include rehabilitation of items damaged by the water including flooring, paint, electrical, and ventilation. Improvements to electrical, communications and HVAC infrastructure will also be included.

The building was originally constructed in 1995. The building has been suffering from ongoing building infiltration water leaks which have been unsuccessfully repaired several times and continues to cause damage to the interior of the building. This project is necessary to extend the useful life of the building to ensure the building continues to serve the on-going operational and safety needs at the Airport.

The total cost of this project for design and construction is estimated to be $1,748,000. Federal funds are providing $223,200 (AIP Grant #56 at 90%) toward the design of the project and an additional $1,425,000 in future federal funding (at 95%) is anticipated for construction. The State of Wisconsin is estimated to fund $49,900. PFCs are anticipated to provide the remaining local matches of $49,900. Construction is estimated to start in June 2026 and is estimated to be completed in June 2027.

12-017 Rehabilitate Terminal Building Generator

This project includes the replacement of the terminal generator. The generator is necessary to support critical life-safety systems in the terminal to include fire alarm control panel, emergency lighting, elevators, and passenger loading bridges necessary to allow egress from the building in the event of an emergency.

The terminal generator installed in 2013 has experienced many mechanical issues and is a maintenance challenge. The terminal building requires this back-up generation system to allow the airport terminal to function properly during power failures. This includes powering terminal lighting systems, security systems, access control system, passenger loading bridges, and other vital terminal systems.

The total cost of this project is estimated to be $550,000. The FAA is anticipated to provide funding in the amount of $522,500. The State of Wisconsin is anticipated to provide funding in the amount of $13,750. PFC's are requested to provide the remaining local match of $13,750. The project is estimated to start in July 2026 and be completed in June 2027.

12-018 Rehabilitate Terminal Outbound Baggage Handling Equipment

This project includes the replacement of the outbound baggage conveyor (common use) at the passenger terminal building. The project scope will include the carousel, roll up baggage belts, roller conveyors, security doors and security interlocks. The approximate length of the system is 80 feet bag belts and 68 feet roller conveyors.

The terminal outbound baggage conveyor was originally installed in 2005, and which is reaching the end of its useful life and is anticipated to start experiencing maintenance issues.

The total cost of this project is estimated to be $800,000. The FAA is anticipated to provide funding in the amount of $760,000. The State of Wisconsin is anticipated to provide funding in the amount of $20,000. PFC's are requested to provide the remaining local match of $20,000. The project is estimated to start in June 2026 and be completed in June 2027.

12-019 Rehabilitate Drainage Infrastructure

This project includes the design and rehabilitation of drainage infrastructure. This includes the replacement of various drainage inlets and dry wells, and regrading.

This project is necessary to address deficiencies in the drainage system based on a recent comprehensive assessment study. Some areas of infrastructure are badly deteriorated, have exceeded their useful life and need replacement. This project is necessary to ensure proper drainage and eliminate areas of ponding to avoid attracting wildlife.

The total cost of this construction project is estimated to be $3,600,000. The FAA is anticipated to provide in the amount of $3,420,000. The State of Wisconsin is estimated to fund $90,000. PFCs are anticipated to provide the remaining costs of $90,000. This project is estimated to start in April 2027 and is estimated to be completed in December 2028.

12-020 Decommission Runway 04-22 (Impose Only)

This project includes the design and decommissioning of Runway 04-22. The work includes the multi-phased demolition and disposal of existing pavements, removal of lighting, regrading, sodding, erosion control.

This runway is no longer required from a capacity or crosswind runway standpoint and is not eligible to receive federal funding for continued maintenance. The FAA has requested the City decommission the runway. Decommissioning of the runway will address various airfield geometry issues which do not meet current standards. Hot Spot 1 at the intersection of Taxiway C will be eliminated, thereby improving safety. It will also eliminate Hot Spot 2 at Taxiways B and A3.

The total cost of this project for design and construction is estimated to be $10,500,000. The FAA is anticipated to provide funding in the amount of $9,450,000. The State of Wisconsin is estimated to fund $525,000. PFCs are anticipated to provide the remaining costs of $525,000. This project is estimated to start in July 2028 and is estimated to be completed in July 2031.

12-021 Reconstruct and Rehabilitate Taxiway B (Impose Only)

This project includes the design, reconstruction, and rehabilitation of Taxiway B. The project will also include rehabilitation and relocation of connectors between Taxiway B and 13-31. Taxiway B is the full-length parallel taxiway for Runway 13-31.

This taxiway was last reconstructed in 2003 and is deteriorating due to age. The average estimated 2025 PCI value of the south pavement sections is 39, the middle pavement sections is 84, and the north pavement sections is 49. The latest PCI inspection noted pavement issues such as raveling, block cracking, weathering, longitudinal and transverse cracking, shoving and bleeding. This project will also address nonstandard geometry and bring these pavements into compliance with current FAA design standards.

The total cost of this project is estimated to be $5,000,000. The FAA is anticipated to provide in the amount of $4,500,000. The State of Wisconsin is estimated to fund $250,000. PFCs are anticipated to provide the remaining costs of $250,000. This project is estimated to start in July 2028 and is estimated to be completed in July 2030.

12-022 Rehabilitate Airfield Electrical Vault Roof

This project includes the replacement of the roof on the Airfield Electrical Vault building. This will include the replacement of the membrane and roof insulation. The square footage of the building is approximately 1,500 square feet.

This project is necessary to prevent future water damage to airfield electrical equipment located in the vault. The roof is original to the building which was constructed in 2002.

The total cost of this project is estimated to be $50,000. PFCs are anticipated to provide 100% funding for this project. This project is estimated to start in August 2025 and is estimated to be completed in December 2025.

12-023 PFC Administration Costs

This project includes PFC-eligible general formation costs included in this PFC project are the necessary expenditures to prepare the new PFC application. This includes funds necessary to prepare, amend and close the application. Development associated with the approved projects in this application will preserve and enhance capacity and safety at the Airport. The total cost of this project is $100,000. PFCs are anticipated to provide 100% funding for this project. This project started in January 2023 and will be complete in July 2042.

La Crosse Regional AIRPORT

Low Stress Experience

June 12, 2025

Honorable Mayor Shaundel Washington-Spivey
Common Council Members

Ladies and Gentlemen:

The Aviation Board, at its last regular meeting, approved by unanimous vote item 25-0592 – *Resolution to submit Passenger Facility Charge (PFC) Application 12 to the U.S. Department of Transportation*.

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

Respectfully Submitted,

Jeffrey S. Tripp

Jeffrey S. Tripp, A.A.E.
Airport Director

Aviation Board
OFFICERS • Chairman: Tamra Dickinson, Vice Chairman: Drake Hokanson
MEMBERS • Mark Haakenson, William Blank, Jeannie Groskreutz, Rick Cornforth
EX OFFICIO • Bradley Weber, Fort McCoy – VACANT, Ex-Officio - VACANT

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0656

Agenda Date: 7/10/2025

Version: 1

Status: Recommended to be Adopted

In Control: Common Council

File Type: Resolution

Agenda Number:

Resolution granting various license applications pursuant to Chapters 4, 6, and/or 10 of the La Crosse Municipal Code for the license period 2025-2026 (July).

RESOLUTION

BE IT RESOLVED by the Common Council of the City of La Crosse that the following classes of licenses be and the same are hereby granted to each of the following named for the remainder of the 2025-2026 license period (or as otherwise stated), and that the beer and/or liquor license for previous licensee for said premise be hereby cancelled (unless otherwise noted below).

BE IT FURTHER RESOLVED that the City Clerk be directed to issue such license only after reports of full compliance have been received from the Police, Health, Fire, and Building & Inspections Departments with respect to the Municipal Code.

BE IT FURTHER RESOLVED that all Class "B" Beer, Class "A" Beer, "Class A" Liquor, "Class C" Wine, Combination "Class B" Beer and Liquor Licenses be placed in use within ninety (90) days of the granting thereof, unless and until the applicant advises the Common Council in writing within such ninety (90) day period that s/he is unable to complete the Code compliance requirements established by the various departments which are deemed necessary to bring the premises into compliance.

BE IT FURTHER RESOLVED that the City Clerk is authorized to issue the following license only after payment of all fees, taxes and charges of the City of La Crosse against the licensee and licensed premises, if any, and upon compliance with beer and liquor credit laws.

Alcohol
July 11, 2025 through June 30, 2026

Change of Agent
Kwik Trip Inc dba Kwik Trip #771
71 Copeland Ave
New Agent: George Libotte – 1604 9TH ST S, La Crosse

Combination "Class B" Beer & Liquor
Surrender from 1BDT Company LLC
Pearl 19 LLC dba Boots
318 Pearl St
Agent: Brian McCarty IV – 1806 Eastwood Ln, La Crosse

Indoor Cabaret
July 11, 2025 through June 30, 2026

Pearl 19 LLC dba Boots
318 Pearl St

Turtle Stack Brewery LLC
125 2nd St S

Expansion of Alcohol for Special Event

Pin Drop LLC dba Pla-Mor Lanes

807 4th St. S. – Expansion of alcohol license to west parking lot.
August 16, 2025

Public Vehicle for Hire

Twilight Medical Transport LLC - Vehicle Listing 2025			
Year, Make, Model	**VIN**	**License Plate**	**Capacity**
2017 Toyota Sienna	5TDZZ3DC8HS899749	Plate # tbd	5
2017 Toyota Sienna	5TDXZ3DC4HS7791998	AZH8830	3
2016 Mercedes Benz Sprinter	WDZPE7CDXGP241413	AZL9215	7
2014 Toyota Sienna	5TDKK3DC2ES476117	AYV7808	6
2015 Toyota Venza	4T3BKBB9FU115476	AMS8764	5
2025 Metered Rates:			
Pick Up: $2.00	**Mileage:** $2.50/mile	**Wait Time:** $40.00/hour	
Wheelchairs: $25.00	**Wheelchair Returns:** $1.00/mile (Local) $2.00/mile (out of area)		

TO THE JUDICIARY AND ADMINISTRATION COMMITTEE:

Following is a list of various licenses for the 2025-2026 license period to be considered by your committee on July 1, 2025.

Chickens
July 2, 2025 through December 31, 2025

CHRISTOPHER LOYD	2206 ADAMS ST
NATHAN HARTKOPF	1320 29TH ST S
PAT MCCONAUGHEY	1510 10TH ST S

Alcohol
July 11, 2025 through June 30, 2026

Change of Agent
Kwik Trip Inc dba Kwik Trip #771
71 Copeland Ave
New Agent: George Libotte – 1604 9TH ST S, La Crosse

Combination "Class B" Beer & Liquor
Surrender from 1BDT Company LLC
Pearl 19 LLC dba Boots
318 Pearl St
Agent: Brian McCarty IV – 1806 Eastwood Ln, La Crosse

Indoor Cabaret
July 11, 2025 through June 30, 2026

Pearl 19 LLC dba Boots
318 Pearl St

Turtle Stack Brewery LLC
125 2nd St S

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Public Vehicle for Hire

Twilight Medical Transport LLC - Vehicle Listing 2025			
Year, Make, Model	**VIN**	**License Plate**	**Capacity**
2017 Toyota Sienna	5TDZZ3DC8HS899749	Plate # tbd	5
2017 Toyota Sienna	5TDXZ3DC4HS7791998	AZH8830	3
2016 Mercedes Benz Sprinter	WDZPE7CDXGP241413	AZL9215	7
2014 Toyota Sienna	5TDKK3DC2ES476117	AYV7808	6
2015 Toyota Venza	4T3BKBB9FU115476	AMS8764	5
2025 Metered Rates:			
Pick Up: $2.00	**Mileage:** $2.50/mile	**Wait Time:** $40.00/hour	
Wheelchairs: $25.00	**Wheelchair Returns:** $1.00/mile (Local) $2.00/mile (out of area)		

License Fee: _____

Invoice No.: _____

RECEIVED
JUN 04 2025
City Clerk's Office

APPLICATION TO OWN, KEEP AND/OR HARBOR CHICKENS IN THE CITY OF LA CROSSE

License Period: January 1, 25 to December 31, 25

Use Conditions:

- One property is limited to the keeping or harboring of up to eight (8) chickens.
- A person may only own, keep or harbor chickens on property be ing used as a one-family dwelling (single family) or two-family dwelling (duplex).
- No person shall keep any rooster.
- No person shall slaughter any chickens.
- Chickens shall be provided with a covered enclosure that measures a minimum of three (3) square feet per bird, and all chickens must be kept in the covered enclosure or a fenced enclosure within the backyard of the property at all times.
- No enclosure shall be located closer than 25 feet to any residential structure on an adjacent lot.

APPLICANT:

Christopher Loyd

PROPERTY ADDRESS WHERE CHICKENS WILL BE KEPT:

2206 Adams St La X WI 01

PROPERTY OWNER(S):

Christopher Loyd / Edith Loyd

If applicant is not the owner, please provide written documentation from the owner that they have been notified. Not applicable for renewal.

Is the property X ONE-FAMILY dwelling or _____ TWO-FAMILY dwelling? (Check One)
If duplex, provide written documentation from other occupant that they have been notified. Not applicable for renewal.

Attach a scale drawing showing property lot lines, dimensions of coop/enclosure and distance from adjoining lot lines and residential structures.

*Applying for and obtaining this chicken permit **DOES NOT** provide any authority to violate any restrictive covenants that govern the property where you reside or intend to keep chickens. Please review any Declaration of Restrictions or Restrictive Covenants that apply to the property prior to applying for a chicken permit. No permit fees will be refunded once they are paid.*

I hereby certify that I have read and understand the content of this application and that the above statements are true and correct to the best of my knowledge. I further certify that I understand that any such license is subject to revocation in accordance with Municipal Code of Ordinances Sec. 6-16.

(signature)

(signature)

608-397-7084
(telephone)

6/04/25
(date)

LC

Draw Layers Legend

Parcel No., Address, or Owner



house

30-40'

chickens will live in shed w/access to 17x9 space below

17 x 9 - 6ft fence or shed/garage on all sides

30-40'

Garage

house

20 ft

License Fee: $50

Invoice No.: _____

Card

APPLICATION TO OWN, KEEP AND/OR HARBOR CHICKENS IN THE CITY OF LA CROSSE

License Period: January 1, ~~2025~~ to December 31, ~~2027~~ 2025

Use Conditions:

- One property is limited to the keeping or harboring of up to eight (8) chickens.
- A person may only own, keep or harbor chickens on property be ing used as a one-family dwelling (single family) or two-family dwelling (duplex).
- No person shall keep any rooster.
- No person shall slaughter any chickens.
- Chickens shall be provided with a covered enclosure that measures a minimum of three (3) square feet per bird, and all chickens must be kept in the covered enclosure or a fenced enclosure within the backyard of the property at all times.
- No enclosure shall be located closer than 25 feet to any residential structure on an adjacent lot.

APPLICANT:

Nathan Hartkopf Hartkopf

PROPERTY ADDRESS WHERE CHICKENS WILL BE KEPT:

1320 29th St South

RECEIVED JUN 10 2025 City Clerk's Office

PROPERTY OWNER(S):

Nathan Hartkopf

If applicant is not the owner, please provide written documentation from the owner that they have been notified. Not applicable for renewal.

Is the property _X_ ONE-FAMILY dwelling or _____ TWO-FAMILY dwelling? (Check One)
If duplex, provide written documentation from other occupant that they have been notified. Not applicable for renewal.

Attach a scale drawing showing property lot lines, dimensions of coop/enclosure and distance from adjoining lot lines and residential structures.

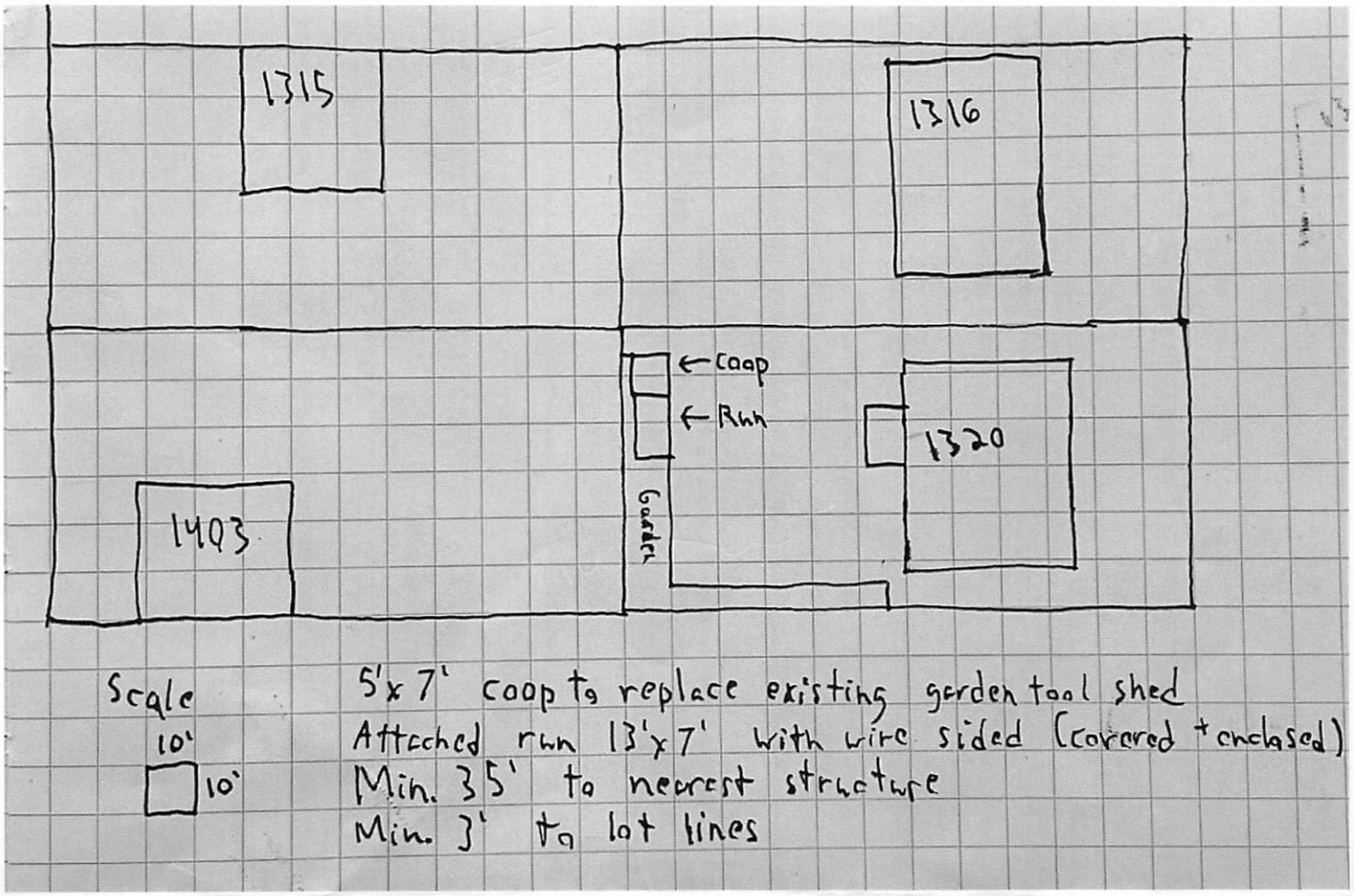
*Applying for and obtaining this chicken permit **DOES NOT** provide any authority to violate any restrictive covenants that govern the property where you reside or intend to keep chickens. Please review any Declaration of Restrictions or Restrictive Covenants that apply to the property prior to applying for a chicken permit. No permit fees will be refunded once they are paid.*

I hereby certify that I have read and understand the content of this application and that the above statements are true and correct to the best of my knowledge. I further certify that I understand that any such license is subject to revocation in accordance with Municipal Code of Ordinances Sec. 6-16.

(signature)

(signature)

608-402-1014 (telephone) 6/9/25 (date)


1315
1316
← Coop
← Run
1320
1403
Garden
Scale
10'
10'
5'x 7' coop to replace existing garden tool shed
Attached run 13'x 7' with wire sided (covered + enclosed)
Min. 35' to nearest structure
Min. 3' to lot lines

License Fee: _____

Invoice No.: _____

APPLICATION TO OWN, KEEP AND/OR HARBOR CHICKENS IN THE CITY OF LA CROSSE

Paid

License Period: January 1, ____ to December 31, ____

Use Conditions:

- One property is limited to the keeping or harboring of up to eight (8) chickens.
- A person may only own, keep or harbor chickens on property be ing used as a one-family dwelling (single family) or two-family dwelling (duplex).
- No person shall keep any rooster.
- No person shall slaughter any chickens.
- Chickens shall be provided with a covered enclosure that measures a minimum of three (3) square feet per bird, and all chickens must be kept in the covered enclosure or a fenced enclosure within the backyard of the property at all times.
- No enclosure shall be located closer than 25 feet to any residential structure on an adjacent lot.

APPLICANT:

Pat McConaughey

PROPERTY ADDRESS WHERE CHICKENS WILL BE KEPT:

1510 10th St. S La Crosse WI 54601

PROPERTY OWNER(S):

Pat McConaughey & Keeley McConaughey

If applicant is not the owner, please provide written documentation from the owner that they have been notified. Not applicable for renewal.

Is the property ✓ ONE-FAMILY dwelling or _____ TWO-FAMILY dwelling? (Check One)
If duplex, provide written documentation from other occupant that they have been notified. Not applicable for renewal.

Attach a scale drawing showing property lot lines, dimensions of coop/enclosure and distance from adjoining lot lines and residential structures.

*Applying for and obtaining this chicken permit **DOES NOT** provide any authority to violate any restrictive covenants that govern the property where you reside or intend to keep chickens. Please review any Declaration of Restrictions or Restrictive Covenants that apply to the property prior to applying for a chicken permit. No permit fees will be refunded once they are paid.*

I hereby certify that I have read and understand the content of this application and that the above statements are true and correct to the best of my knowledge. I further certify that I understand that any such license is subject to revocation in accordance with Municipal Code of Ordinances Sec. 6-16.

Patricia McConaughey
(signature)

Keeley McConaughey
(signature)

608-397-2946
(telephone)

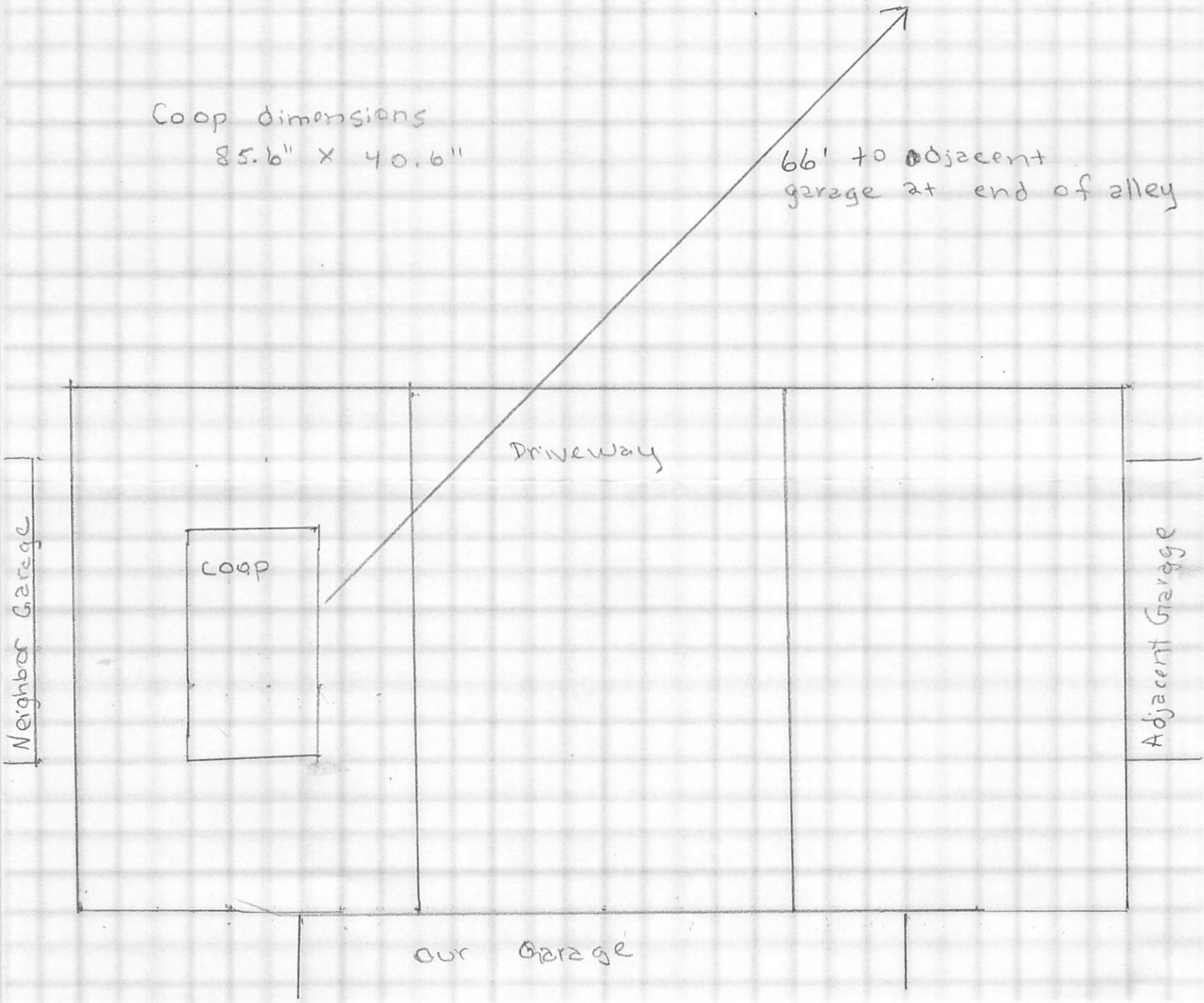
5-19-25
(date)

Entire yard is enclosed 6' chain link fencing.

I had chickens before moving to La Crosse.

They were for egg production.

Coop dimensions
85.6" X 40.6"



Form
AB-100

Alcohol Beverage Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor): Kwik Trip, Inc.
2. Business Trade Name or DBA: Kwik Trip 771
3. Entity Type *(check one)*: ☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Nonprofit Organization

Part B: Individual Information

1. Last Name	2. First Name	3. M.I.
Libotte	George	W.

4. Relationship to Business (Title)	5 Email	6. Phone
Agent	LicensingDept@kwiktrip.com	954-461-6313

7. Home Address: 1604 9th St. S.

8. City	9. State	10. Zip Code	11. Date of Birth
La Crosse	WI	54601	[redacted]

12. Drivers License/State ID Number	13. Drivers License/State ID State of Issuance
[redacted]	WI

Part C: Address History

1. Do you currently live in Wisconsin? ☒ Yes ☐ No

If yes, provide the month and year when you permanently moved to Wisconsin (MM/YYYY): 01/2021

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

	City	State	Zip Code
Previous Address 1: 1604 9th St. S.	La Crosse	WI	54601
Previous Address 2: 3170 35th St. S.	La Crosse	WI	54601
Previous Address 3: 555 Red Apple Dr.	La Crescent	MN	55947
Previous Address 4:			
Previous Address 5:			

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
WI	La Crosse	MN	Houston	TX	Harris	FL	Broward
State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed? ☐ Yes ☐ No

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed? ☐ Yes ☐ No

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed? ☐ Yes ☐ No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Signature	Date
[signature]	05/22/2025

Form
AB-101

Alcohol Beverage Appointment of Agent

Date

Agent Type *(check one)*

☐ Original (no fee) ☑ Successor ($10 fee for municipal licensees only)

Part A: Business Information

1 Legal Business Name (individual name if sole proprietor)
Kwik Trip, Inc.

2 Business Trade Name or DBA
Kwik Trip 771

3 Entity Type *(check one)* ☐ Limited Liability Company ☒ Corporation ☐ Nonprofit Organization

4 Alcohol Beverage Business Authorization *(check one,* ☒ Municipal Retail License ☐ State Permit

5 If successor agent, provide State Permit or Municipal Retail License Number

6 Describe the reason for appointing a successor agent, if successor is checked above.
New manager assigned to oversee the store.

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
Libotte	George	W.

4. Email	5. Phone
LicensingDept@kwiktrip.com	954-461-6313

6. Home Address
1604 9th St. S.

7. City	8. State	9. Zip Code	10. Date of Birth
La Crosse	WI	54601	[redacted]

11. Drivers License/State ID Number	12. Drivers License/State ID State of Issuance
[redacted]	WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion ☒ Yes ☐ No

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire* (licensee) or Form AB-300, *Alcohol Beverage Personal Questionnaire* (permittee)? ☒ Yes ☐ No

3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions ☒ Yes ☐ No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I
Zietlow	Scott	P.

Title	Email	Phone
President	LicensingDept@kwiktrip.com	608-793-4741

Signature	Date
Scott P. Zietlow	5/16/25

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Libotte	George	W.

Signature	Date
	05/22/2025

City of La Crosse, Wisconsin:

BEVERAGE OPERATORS LICENSE:

- Remove your card and always have it in your possession when serving/selling beer and/or alcohol beverages.
- Licenses should not be duplicated. If you need a replacement, please contact the City Clerk's Office. The original license should be retained by you as the licensee.
- Pursuant to Resolution 17-1333, the Common Council recognizes that sexual violence prevention is a relevant local concern and offers information provided by the National Sexual Violence Resource Center titled Engaging Bystanders to Prevent Sexual Violence. A link to the handout can be found on the City's website at this URL: https://www.cityoflacrosse.org/beverage-operator

GEORGE WILLIAM LIBOTTE
3170 35TH ST S
LA CROSSE WI 54601

City of La Crosse, Wisconsin
BEVERAGE OPERATORS LICENSE

Class
2-Year

Name
GEORGE WILLIAM LIBOTTE

Number	Issued	Expires
001481-2023	7/1/2023	**6/30/2025**

Nikki Elsen, City Clerk

Renew on or before
6/1/2025

City of La Crosse, Wisconsin

ORIGINAL ALCOHOL LICENSE APPLICANTS INFORMATION SUBMITTAL

(Ch. 4, secs. 4-72 & 4-142)

All new applicants for an alcohol license pursuant to Chapter 4 of the La Crosse Municipal Code shall submit the following information with the original alcohol applications. Any false statement contained in such application shall automatically nullify any license issued pursuant thereto.

Class A: ☐ Beer, ☐ Liquor
Class B: ☒ Beer, ☒ Liquor
Class C: ☐ Wine

APPLICANT

Legal/Real Name of Business:	**Trade Name:**
Pearl 19 LLC	BOOTS

Address: Street	City	State	Zip Code
~~316~~ 318 Pearl St	La Crosse	WI	54601

Telephone Number:	**Website:**
608-792-8451	

ACTIVE USE OF LICENSE

☒ *I understand that if a license is granted, said license must be activated within 90 days of being granted pursuant to Municipal Code secs. 4-43 and 4-108. This means open for business with stock and equipment.*

Anticipated Date of Opening: August 1, 2025

☒ *I understand that if a license is granted, said license shall be actively utilized pursuant to Municipal Code sec. 4-12. Actively utilized shall mean open for business with regular and consistent operating hours. If a license is not actively used throughout any 90-day period, the license shall be subject to revocation or suspension pursuant to sec. 4-82.*

☒ *I understand that if there is any change to the license or licensee information, including but not limited to change in officers/members/directors or agent or their address/phone number, change in hours of operation, etc., the City Clerk will be notified within 15 days.*

BUSINESS PLAN

Type of Establishment:

☒ Tavern ☐ Nightclub ☐ Restaurant ☐ Liquor Store ☐ Grocery Store
☐ Convenience Store with gas pumps ☐ Convenience Store without gas pumps
☐ Other _____

Hours of Operation: Tuesday - Sunday 4pm unt. 1

Anticipated Number of Employees: 15

Other Business to Be Conducted on Premise:

none

Estimated gross receipts for food and alcohol beverage sales by percentage.
(Note: Non-alcoholic drinks are classified as "Food.")

95 % Alcohol 5 % Food 0 % Other

If applicable, describe "Other":

Estimated capacity (Class B and Class C licenses only):

Indoor _____ Outdoor, if applicable _____

Will there be any outdoor sales/service or consumption of alcohol? If yes, explain.
If yes, a beer garden license or outdoor dining permit may be required.

No

Will there be live entertainment (music or dancing) on premise? If yes, explain.
If yes, a cabaret license will be required.

Yes - limited acoustic / bands

Do you have off-street parking? ☐ Yes ☒ No

If yes, how many parking spaces? _____

If no, how will parking be accommodated.

Provide a sketch of the floor plan showing overall dimensions, sales, service and consumption and storage areas, seating arrangements, location of coolers, and location where records are kept (invoices for purchase of alcohol).

Provide a site plan showing building location, any outside areas where alcohol beverages may be sold or consumed, off-street parking, ingress and egress, and existing or proposed screening.

In addition to supplying the above information which is true and correct to the best of my knowledge, I have reviewed the Alcohol Beverage Submittal Requirements and Information page and will comply with necessary requirements.

Signature _____ Date 6-24-25

FOR OFFICE USE – City Clerk's Office checklist for complete applications

- ☑ Completed applications and fee
- ☑ Surrender of previous license, if applicable
- ☐ Lease, purchase agreement or other proof of control of premise
- ☒ Contact Information Sheet
- ☒ Articles of Incorporation
- ☐ WI Seller's Permit Certificate
- ☑ FEIN
- ☑ Floor Plan
- ☑ Site Plan
- ☑ Proof of course completion or valid operator license or on other license within last two years.
- ☐ Confirm proximity to school, church or hospital
- ☐ Confirm proximity to land zoned residential or multiple dwelling

Address: 316-318 Pearl St La Crosse, Wisconsin 54601-3202 **Taxed by:** La Crosse **MLS #:** 1913466



Property Type: Comm/Industrial
Status: Active
Taxes: $6,400
County: La Crosse
Seller Offers Concessions:

List Price: $699,000
Tax Key: 017020032050
For Sale/Lease: For Sale Only
Est. Acreage: 0.3
Tax Year: 2023
Days On Market: 76

Est. Total Sq. Ft.: 2,800
Flood Plain: No
Occ. Permit Required:
Zoning: COMM

Est. Year Built: 1950
Year Established:
Parking: 0
Occupied: N

Bus/Com/Ind: Commercial
Name of Business:
Industrial Park Name:
Lease Amount: $ /
Avg Rent/SqFt: $0

Sched. Gross Income: $0
Gross Operating Inc: $0
Net Operating Income: $0
Total Operating Exp: $0
Vacancy Allowance: $

Directions: Take 4th Street from Cass. left on Pearl. Building is located on the left side next to Jimmy Johns.

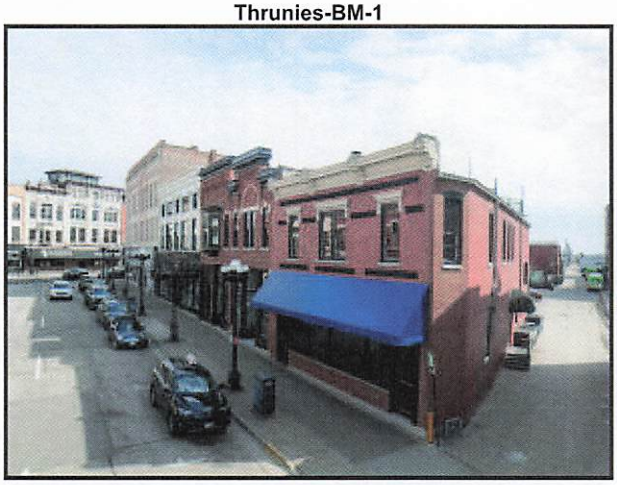
Type Commercial:	Special Purpose	**Heating/Cooling:**	Natural Gas; Central Air; Forced Air
Type of Business:	Beer/Liquor	**Water/Waste:**	Municipal Water; Municipal Sewer
Location:	Corner; Business District; Near Public Transit	**Municipality:**	City
# of Stories:	2	**Miscellaneous:**	Furniture
Proximity to HWY:	0-1 Miles	**Occupied:**	Vacant
Road Frontage:	Town/City Road; High Visibility; Paved Road; Near Public Transit	**Basement:**	Full
		Expenses Include:	None
Exterior:	Brick	**Sale Includes:**	Real Estate
Roofing:	Rubber		
Avg Ceiling Height:	11'-15'	**Occupancy:**	See Listing Broker
Truck Door Height:	No Truck Door		

Remarks: Are you an Entrepreneur searching for that PRIME location for your next Tavern and would like to own a piece of Downtown La Crosse Wisconsin market? Located between two major highways with heavy walking traffic, this is a great spot for locals and visitors alike. Surrounding area is full of Restaurants, Taverns, Local Shops.
Exclusions: Seller's Personal Property

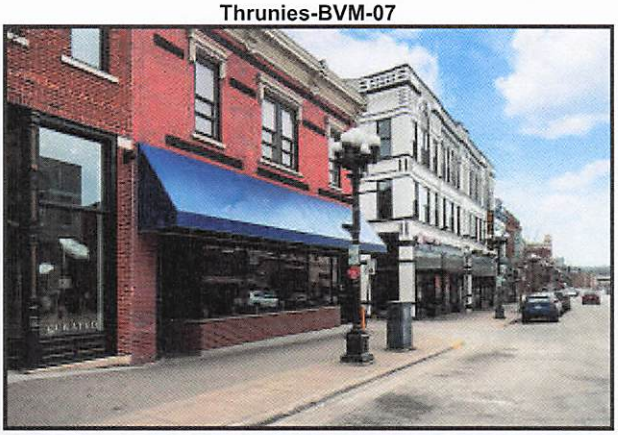
Listing Office: Gerrard-Hoeschler, REALTORS: 5006ofs **LO License #:** 834038-91

The information contained herein is provided for general information purposes only. If any of the above information is material or being utilized to determine whether to purchase the property, the buyer should personally verify same or have it confirmed by a qualified expert. The information to independently verify and confirm includes but is not limited to total square footage formula, total square footage / acreage figures, land, building or room dimensions and all other measurements of any sort or type. Equal housing opportunity listing.
Copyright 2025 by Multiple Listing Service, Inc. See copyright notice.
Prepared by Brian McCarty on Wednesday, June 25, 2025 11:32 AM.

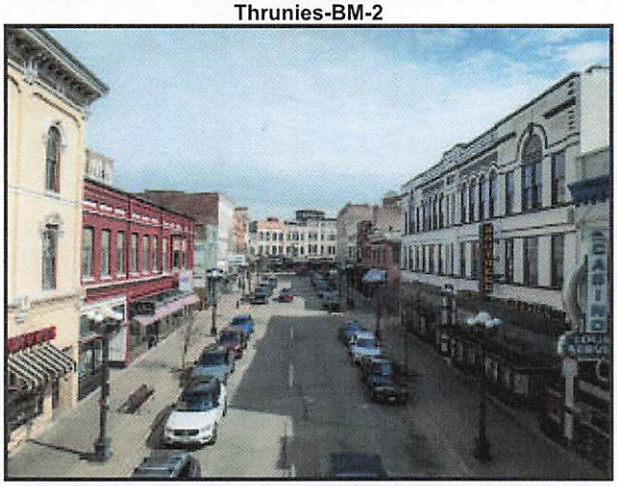
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Thrunies-BVM-07



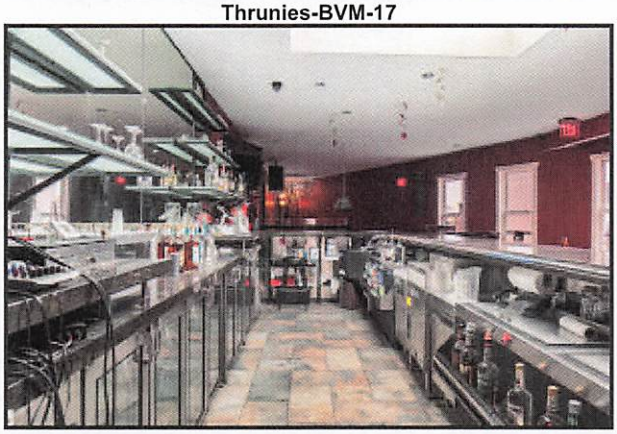
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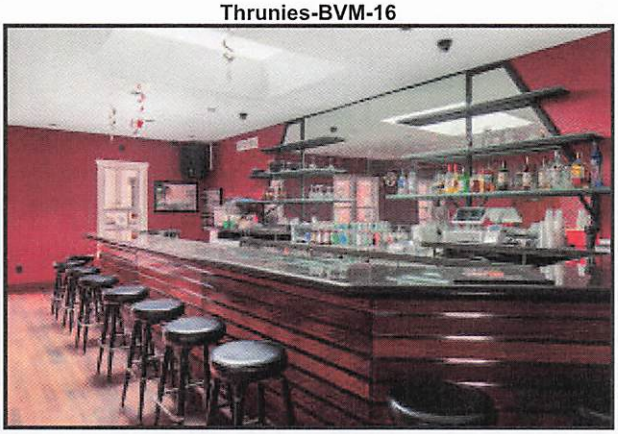
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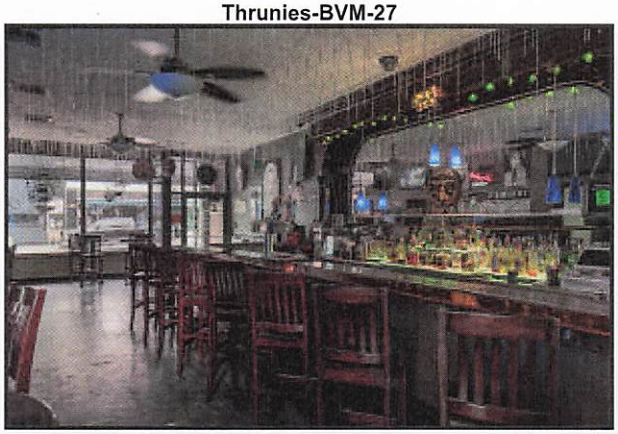
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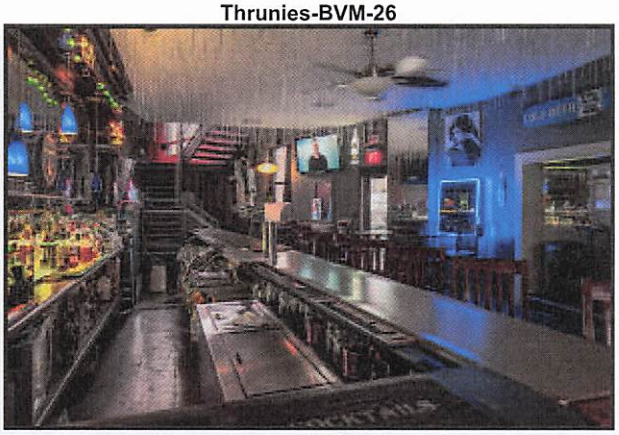
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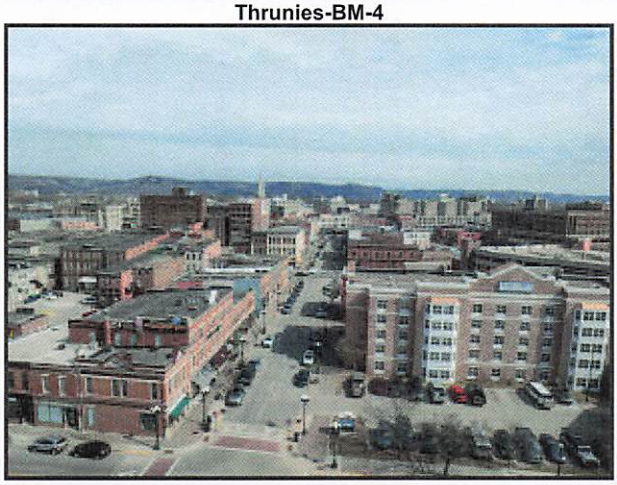
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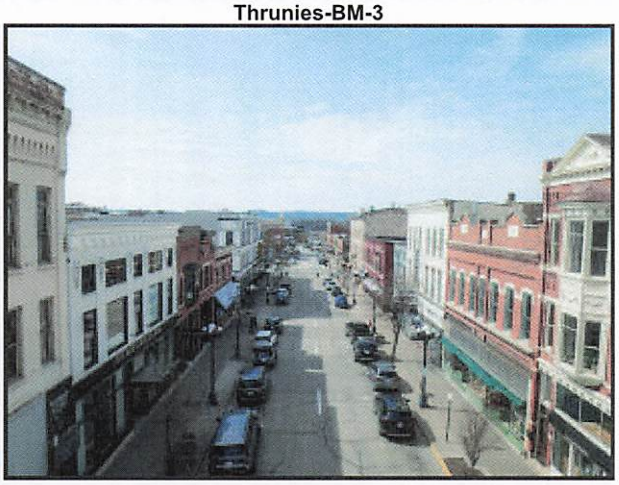
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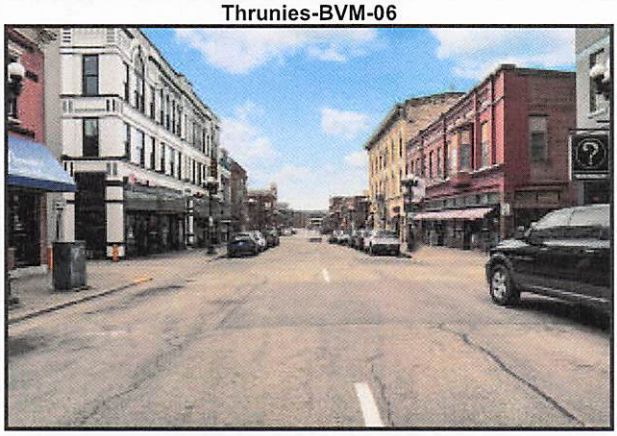
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Thrunies-BM-3



Thrunies-BVM-06



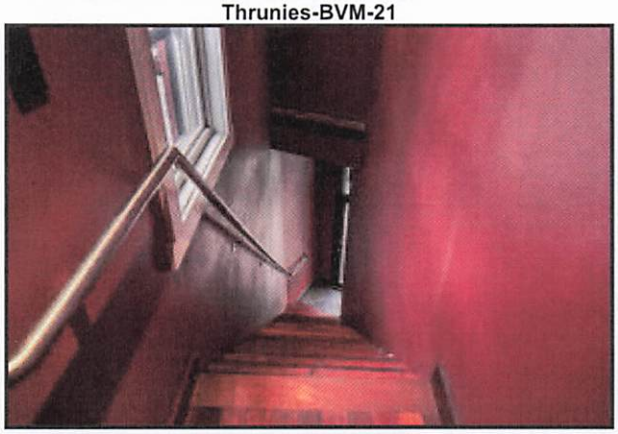
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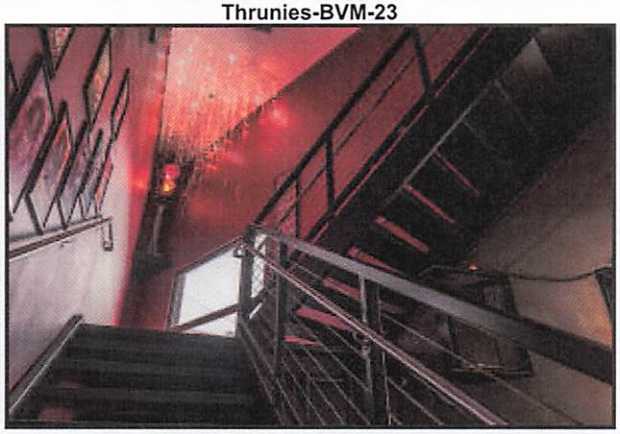
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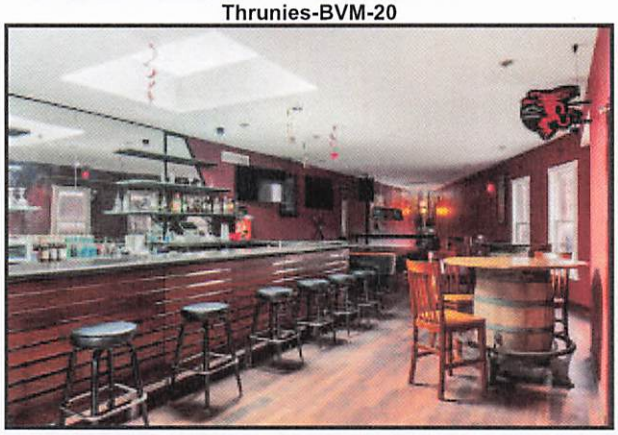
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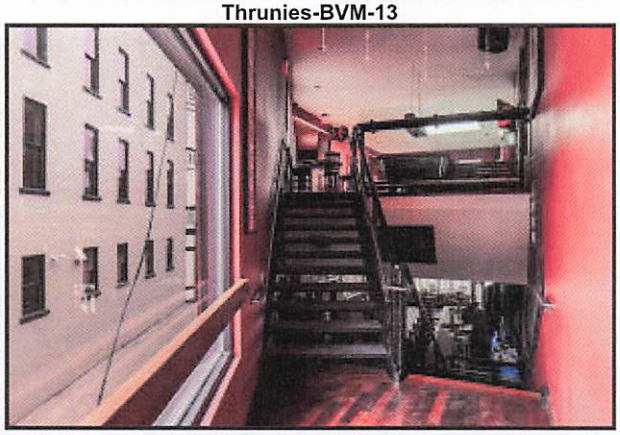
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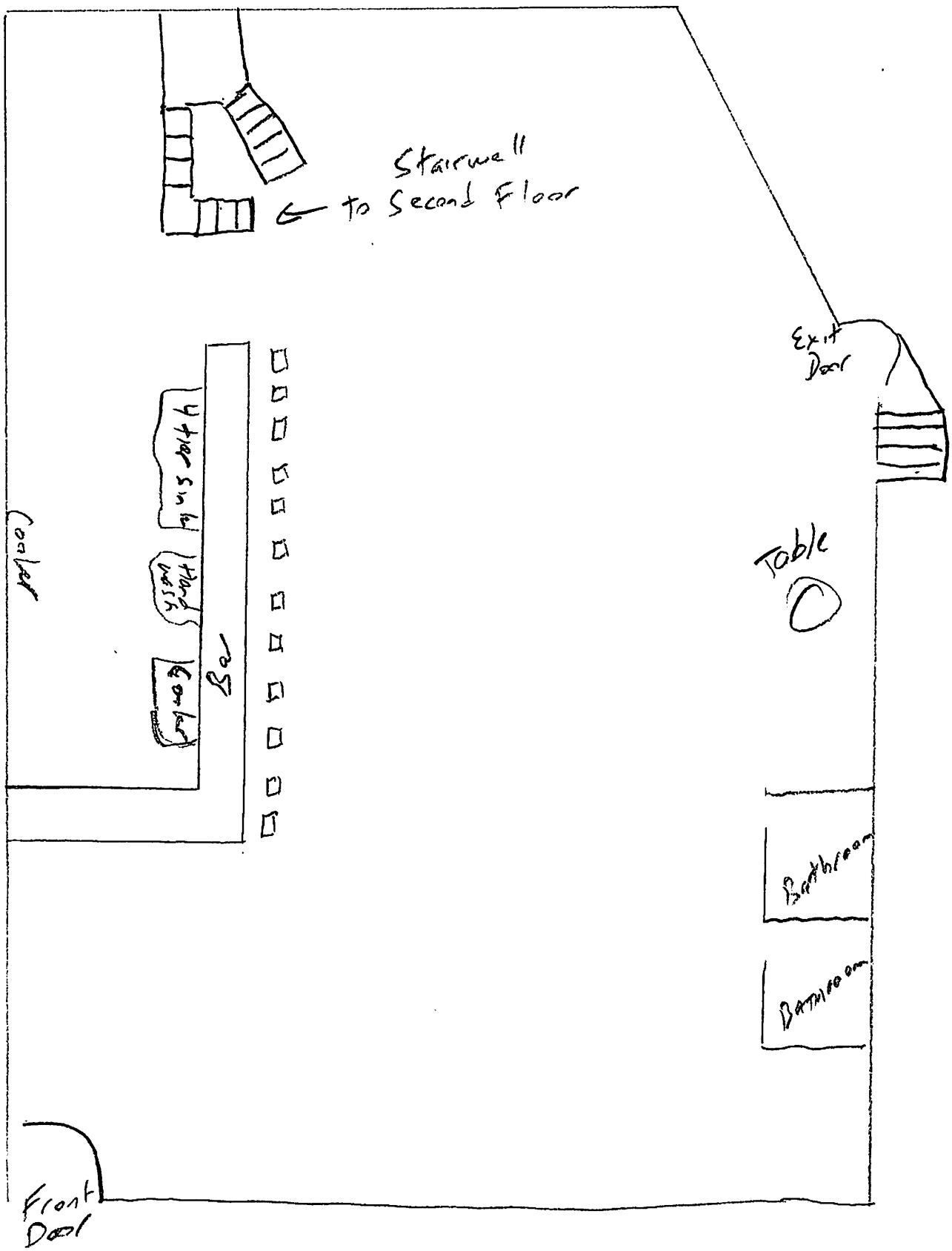
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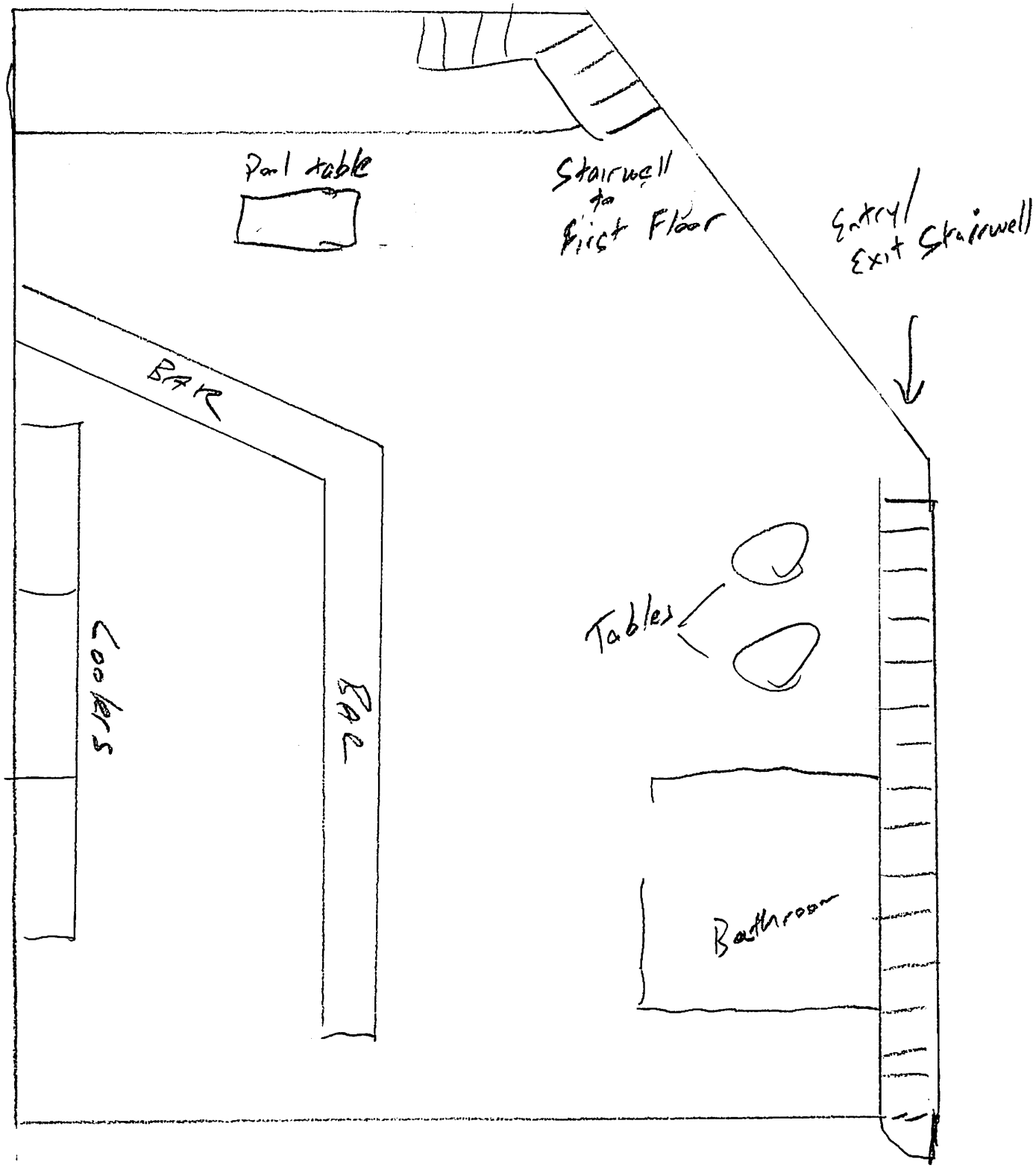
Thrunies-BVM-13



318 Pearl (1st Floor)



316 Pearl (2nd Floor)



SURRENDER OF LICENSE
Part I

Legal/Real Name of Current Licensee: Brady Devon Thrun
Premises Address: 318 Pearl Street
Trade Name: Thrunie's Classic Cocktails

This is to advise that the undersigned is surrendering the following license(s)
Combination "Class B" Beer & Liquor
Class "B" Beer
Class "A" Beer and/or "Class A" Liquor (circle which apply)
Wholesale Beer
"Class C" Wine

to: Pearl 19 LLC → Boots
(Insert Legal/Real Name of Proposed Licensee and Trade Name)

and understand that said license(s) will be cancelled upon the Common Council's granting of a license to the applicant named herein.

New Applicant

Brian McCarty
President, Member, Partner, Individual

Secretary, Member, Partner

Current Licensee

Brady Thrun
President, Member, Partner, Individual

Secretary, Member, Partner

State of Wisconsin)
) ss.
County of La Crosse)

On the 20th day of June, 2025 personally came before me _____, known to me to be the person(s) who executed the foregoing Surrender of License, and known to me to be the **Current Licensee** and acknowledged that s/he executed the foregoing document.

Cody Dengel
Notary Public
La Crosse County, Wisconsin
My Commission expires: 11/3/2026

State of Wisconsin)
) ss.
County of La Crosse)

On the _____ day of _____, 20____, personally came before me _____, known to me to be the person(s) who executed the foregoing Surrender of License, and known to me to be the **Proposed New Applicant** and acknowledged that s/he executed the foregoing document.

CODY DENGEL NOTARY PUBLIC STATE OF WISCONSIN

Notary Public
_____ County, Wisconsin
My Commission expires: _____

SURRENDER OF LICENSE
Part II

6-20-25
Date

City Clerk
400 La Crosse St.
La Crosse, WI 54601

This is to notify you that I am the owner of the building located at 318 PEARL ST., La Crosse, Wisconsin.

I have entered into a lease for the above property effective _____ with _____. *(Strike sentence if not applicable.)*

Further, this letter is to document that said owner or tenant has control of the premises, and may apply for the necessary beer and/or liquor licenses for said location.

Sincerely,

Signature of owner of building

Printed name of owner: Ryan Johnson; RRJ Holdings, L.L.C.

Home address of owner: 1225 Caldendale Pl., Onalaska, WI. 54650

Daytime phone number of owner: 608 317-5353

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer ..... $ _____
- ☒ Class "B" Beer ..... $ _____
- ☐ "Class A" Liquor ..... $ _____
- ☒ "Class B" Liquor ..... $ _____
- ☐ "Class A" Liquor (cider only) $ _____
- ☐ Reserve "Class B" Liquor $ _____
- ☐ "Class C" Liquor (wine only) $ _____

Fees	
License Fees	$
Background Check Fee	$
Publication Fee	$
Total Fees	$ $620

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship): Pearl 19 LLC
2. Business Trade Name or DBA: Boots
3. FEIN: 39-2858384
4. Wisconsin Seller's Permit Number:
5. Entity Type *(check one)*: ☐ Sole Proprietor ☒ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization
6. State of Organization: Wisconsin
7. Date of Organization: 6-24-25
8. Wisconsin DFI Registration Number: P095617
9. Premises Address: 318 Pearl Street
10. City: LaCrosse
11. State: WI
12. Zip Code: 54601
13. County: La Crosse
14. Governing Municipality: ☒ City ☐ Town ☐ Village of: LaCrosse
15. Aldermanic District:
16. Premises Phone: 608-792-8451
17. Premises Email:
18. Website:
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.
    Alcohol will be served - 1st Floor, 2nd Floor
    Alcohol will be stored - Basement, 1st Floor, 2nd Floor
    Records will be stored - Basement
20. Mailing Address (if different from premises address): 1806 EASTWOOD LN
21. City: LaCrosse
22. State: WI
23. Zip Code: 54601

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

   If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ..... ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ..... ☐ Yes ☐ No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ☒ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☐ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☒ No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
McCarty IV	Brian K	Owner	608-792-8451
~~Douglass~~	~~Anthony~~	~~Owner~~	~~414-520-4980~~

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
McCarty IV	Brian	K

Title	Email	Phone
Owner	Brianm@ghrealtors.com	608-792-8451

Signature	Date
	6-24-25

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form
AB-100

Alcohol Beverage Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor): Pearl 19 LLC
2. Business Trade Name or DBA: Boots
3. Entity Type *(check one)*
   ☐ Sole Proprietor ☒ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

Part B: Individual Information

1. Last Name	2. First Name	3. M.I.
McCarty IV	Brian	K

4. Relationship to Business (Title)	5. Email	6. Phone
Owner	brianm@ghrealtors.com	608-792-8451

7. Home Address: 1806 Eastwood Ln

8. City	9. State	10. Zip Code	11. Date of Birth
La Crosse	WI	54601	[redacted]

12. Drivers License/State ID Number	13. Drivers License/State ID State of Issuance
[redacted]	Wisconsin

Part C: Address History

1. Do you currently live in Wisconsin? ☒ Yes ☐ No

   If yes, provide the month and year when you permanently moved to Wisconsin (MM/YYYY)

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

	City	State	Zip Code
Previous Address 1			
Previous Address 2			
Previous Address 3			
Previous Address 4			
Previous Address 5			

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
MS	Harrison	WI	Outagamie	WI	La Crosse		

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances?..... ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed. 1 ticket open container no conviction

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances?..... ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Signature	Date
[signature]	6-24-25

Form
AB-101

Alcohol Beverage Appointment of Agent

Date

Agent Type *(check one)*

☒ Original (no fee) ☐ Successor ($10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
Pearl 19 LLC

2. Business Trade Name or DBA
Boots

3. Entity Type *(check one)*
☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization *(check one)*
☐ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
McCarty IV	Brian	K

4. Email	5. Phone
brianm@ghreathers.com	608-792-8451

6. Home Address
1806 Eastwood Ln

7. City	8. State	9. Zip Code	10. Age
La Crosse	WI	54601	55

11. Drivers License/State ID Number	12. Drivers License/State ID State of Issuance
[redacted]	WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? ☒ Yes ☐ No
Submit proof of completion.

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire?* ☒ Yes ☐ No
Submit a completed Form AB-100 with this form.

3. Have you been a Wisconsin resident for at least 90 continuous days? ☒ Yes ☐ No
See instructions for exceptions.

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
McCarty IV	Brian	K

Title	Email	Phone
Owner	brianm@ghrealtors.com	608 792-8451

Signature	Date
	6-25-25

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, herby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
McCarty IV	Brian	K

Signature	Date
	6-25-25

City of La Crosse, Wisconsin

APPLICATION FOR *INDOOR* CABARET LICENSE

Check One: ☒ New ☐ Renewal For the license period _____ to _____ Fee: $ 135

BUSINESS INFORMATION*

Legal/Real Name: Pearl 19 LLC

Address of Above: Street	City	State	Zip Code
318 Pearl St (1806 Eastwood Ln)	La Crosse	WI	54601

PREMISES INFORMATION

Trade Name of Business: Boots

Address of premises to be Licensed:	Business Phone Number:
318 Pearl St	

Premises are Owned By: Ryan Johnson

Address of Owner: Street	City	State	Zip Code
1225 Lavoga Dale Pl	[illegible]	WI	54650

CABARET INFORMATION

Detailed description of cabaret area to be licensed: 1st Floor, 2nd Floor

Nature of Entertainment: Live Music

Other Business Conducted upon the premises: Tavern

MANAGER INFORMATION*

Cabaret Manager Name: First	Middle	Last	
Brian	L	McCarty	II

Cabaret Manager Home Address: Street	City	State	Zip Code
1806 Eastwood Ln	La Crosse	WI	54601

Home Phone Number of Cabaret Manager:	Daytime Phone Number of Cabaret Manager:
608-792-8451	608-792-8451

Was the above person listed as manager on last year's application?
☐ Yes ☐ No

***Personal Data Sheet must be completed for each Officer/Member of the Business and the Manager.**

The above hereby makes application for a license to operate an Indoor Cabaret at the above address within the City of La Crosse pursuant to provisions of Sec. 10-100 of the Code of Ordinances for the City of La Crosse.

Signature of Applicant _____ Date 6-25-25

OFFICE USE ONLY

For original application: **Are there lands zoned conservancy, residential or multiple dwelling within 100 feet of premises?**
☐ Yes *(if yes, attach a list of those lands)* ☐ No

Signature:	Date:	Granted:	License #:

Personal Data Sheet

(Please PRINT All Information)

Each Officer/Member **AND** Manager/Person in Charge must complete all the information and must indicate if they have been convicted of any of the following within the last ten (10) years: a felony, a misdemeanor, a statutory violation punishable by forfeiture or a county or municipal ordinance violation. If none, write "none".

MANAGER/PERSON IN CHARGE

Name: First | Middle | Last

Home Address: Street | City | State | Zip Code

Phone Number: | **Email:** | **Date of Birth:** (mm/dd/yyyy)

Violations:

OFFICER/MEMBER

Name: First | Middle | Last

Home Address: Street | City | State | Zip Code

Phone Number: | **Email:** | **Date of Birth:** (mm/dd/yyyy)

Violations:

OFFICER/MEMBER

Name: First | Middle | Last

Home Address: Street | City | State | Zip Code

Phone Number: | **Email:** | **Date of Birth:** (mm/dd/yyyy)

Violations:

OFFICER/MEMBER

Name: First | Middle | Last

Home Address: Street | City | State | Zip Code

Phone Number: | **Email:** | **Date of Birth:** (mm/dd/yyyy)

Violations:

OFFICER/MEMBER

Name: First | Middle | Last

Home Address: Street | City | State | Zip Code

Phone Number: | **Email:** | **Date of Birth:** (mm/dd/yyyy)

Violations:

Office of City Clerk

NOTICE OF APPLICATION FOR INDOOR CABARET LICENSE IN THE CITY OF LA CROSSE

This is to notify you that the following business has applied for an **Indoor Cabaret** license under Chapter 10, Article IV of the Code of Ordinances of the City of La Crosse to allow live entertainment in a designated indoor area, as described below.

Pursuant to sec. 10-140, property owners within 100 feet of the proposed premises for an Indoor Cabaret License shall receive notice of an original application.

Pearl 19 LLC dba Boots
at 318 Pearl St, La Crosse, WI 54601

Indoor Cabaret description: Live music on the first and second floor of the tavern.

This application will be considered at the following meetings which are held in the Council Chambers of La Crosse City Hall, 400 La Crosse Street:

Judiciary and Administration Committee – Tuesday, July 1, 2025 at 6:00 p.m.
Common Council – Thursday, 10, 2025 at 6:00 p.m.

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.

Written comments may be submitted to the City Clerk's Office by emailing cityclerk@cityoflacrosse.org, by delivery or mail to City Clerk, 400 La Crosse Street, La Crosse WI 54601 or by deposit in the green drop box on the north side of City Hall.

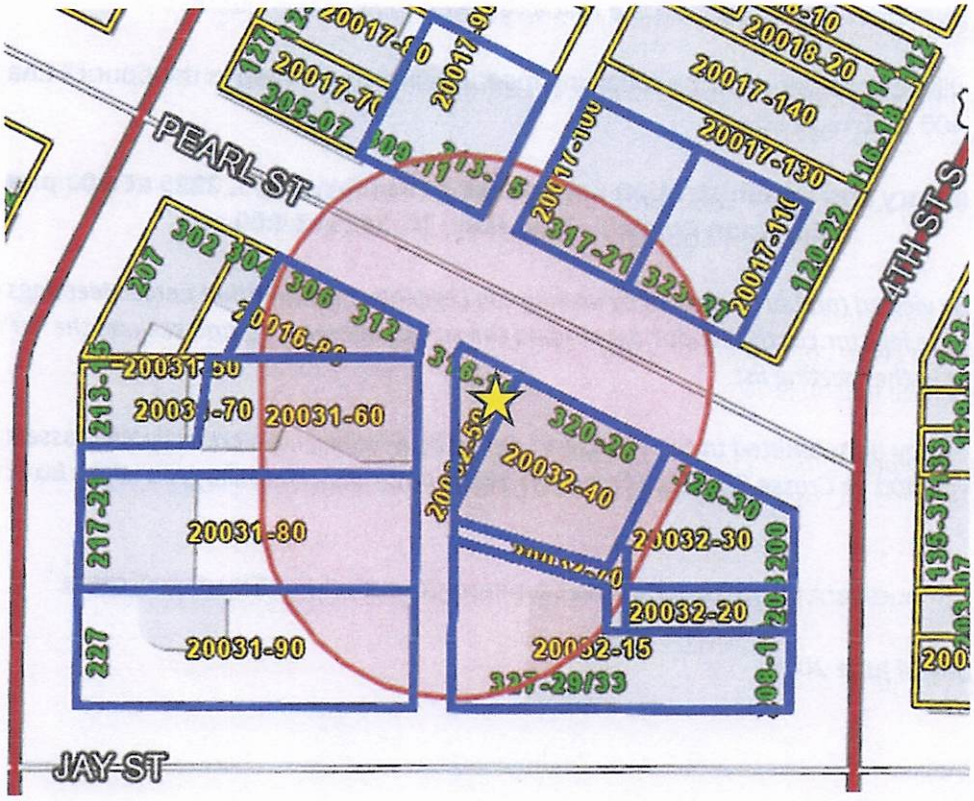
This notice is given pursuant to the order of the Common Council of the City of La Crosse.

Dated this 26th day of June 2025.

Nikki M. Elsen, WCMC
City Clerk

Alicia Smithburg
Assistant Clerk

PEARL 19 LLC
1806 EASTWOOD LN
LA CROSSE, WI 54601



Pearl 19 LLC dba Boots - Indoor Cabaret

Tax Parcel Number	OwnerName	Property Address	Mailing Address	MailCityStateZip
17-20017-90	FORTNEY FORTNEY & FORTNEY LLP	309-315 PEARL ST	PO BOX 1621	LA CROSSE, WI 54602-1621
17-20031-80	W-MONARCH PROPERTIES LLC	217-221 3RD ST S	PO BOX 1534	LA CROSSE, WI 54602-1534
17-20017-110	MERAKI PROPERTIES LLC	323-327 PEARL ST	325 PEARL ST	LA CROSSE, WI 54601
17-20016-80	RONALD FORTNEY, ERIC M FORTNEY	306 PEARL ST APT 1-10	306 PEARL ST	LA CROSSE, WI 54601-3202
17-20032-50	RRJ HOLDINGS LLC	316-318 PEARL ST	307 MAIN ST	LA CROSSE, WI 54601
17-20032-20	JAE ENTERPRISES LLC	206 4TH ST S APT 1-4	901 ROSE ST	LA CROSSE, WI 54603
17-20031-90	W-MONARCH PROPERTIES LLC	227 3RD ST S	PO BOX 1534	LA CROSSE, WI 54602-1534
17-20032-40	320 PEARL LLC	320-322 PEARL ST, 324 PEARL ST APT 201-204, 326 PEARL ST STE 101-102	2604 31ST CT S	LA CROSSE, WI 54601
17-20032-15	KLC PROPERTIES LLC	208-210 4TH ST S, 327 JAY ST, 329 JAY ST 201-301, 333 JAY ST	PO BOX 1534	LA CROSSE, WI 54602-1534
17-20017-100	ADAM KRONER CO	317-321 PEARL ST	319 PEARL ST	LA CROSSE, WI 54601-3249
17-20031-60	RONALD FORTNEY, PATRICIA FORTNEY	306 & 312 PEARL ST	306 PEARL ST	LA CROSSE, WI 54601-3202
17-20032-30	STEPHEN D HARM	200 4TH ST S, 328-330 PEARL ST	806 STARLIGHT DR	HOLMEN, WI 54636
17-20032-70	ALEXANDER MCMILLAN		NO AVAILABLE ADDRESS	LA CROSSE, WI 54601
	PEARL 19 LLC	318 PEARL ST	1806 EASTWOOD LN	LA CROSSE, WI 54601
	CITY OF LA CROSSE	400 LA CROSSE ST	400 LA CROSSE ST	LA CROSSE, WI 54601

City of La Crosse, Wisconsin

APPLICATION FOR *EXPANSION OF ALCOHOL BEVERAGE LICENSE*

*Must be filed in conjunction with a Special Event Application.

Fee: $ ~~10~~ XXXXXXX 150

The undersigned licensee requests permission to expand the following license(s) onto private property for the purpose set forth below. Check all license that apply.

- ☒ Combination "Class B" Beer & Liquor
- ☐ Class "B" Beer
- ☐ "Class C" Wine

BUSINESS INFORMATION

Legal/Real Name:	Trade Name:
Pin Drop LLC	Pla-Mor Lanes

Business Address: 807 4th St S

Business Phone Number:	Name of Agent (If Corporation/LLC):
6087843043	Allison Steers

EXPANSION INFORMATION

Date of Expansion: August 16, 2025

Time of Expansion – when alcohol will be sold, possessed or consumed in the public way:

Start 10 am End 10 pm

Describe Area of Expansion – Where Alcohol Will be Present:

We will be hosting a Bowling, Cornhole, Dart Triathlon and host a day of fun for our anniversary week.

Reason for Expansion Request:

We will be playing (with good weather) corn hole outside in our west (4th St) parking lot. If it rains, we will be doing it inside. There will be no minors allowed in the tournament.

PERSON IN CHARGE

Name:	First	Middle	Last
	Allison	Kay	Steers

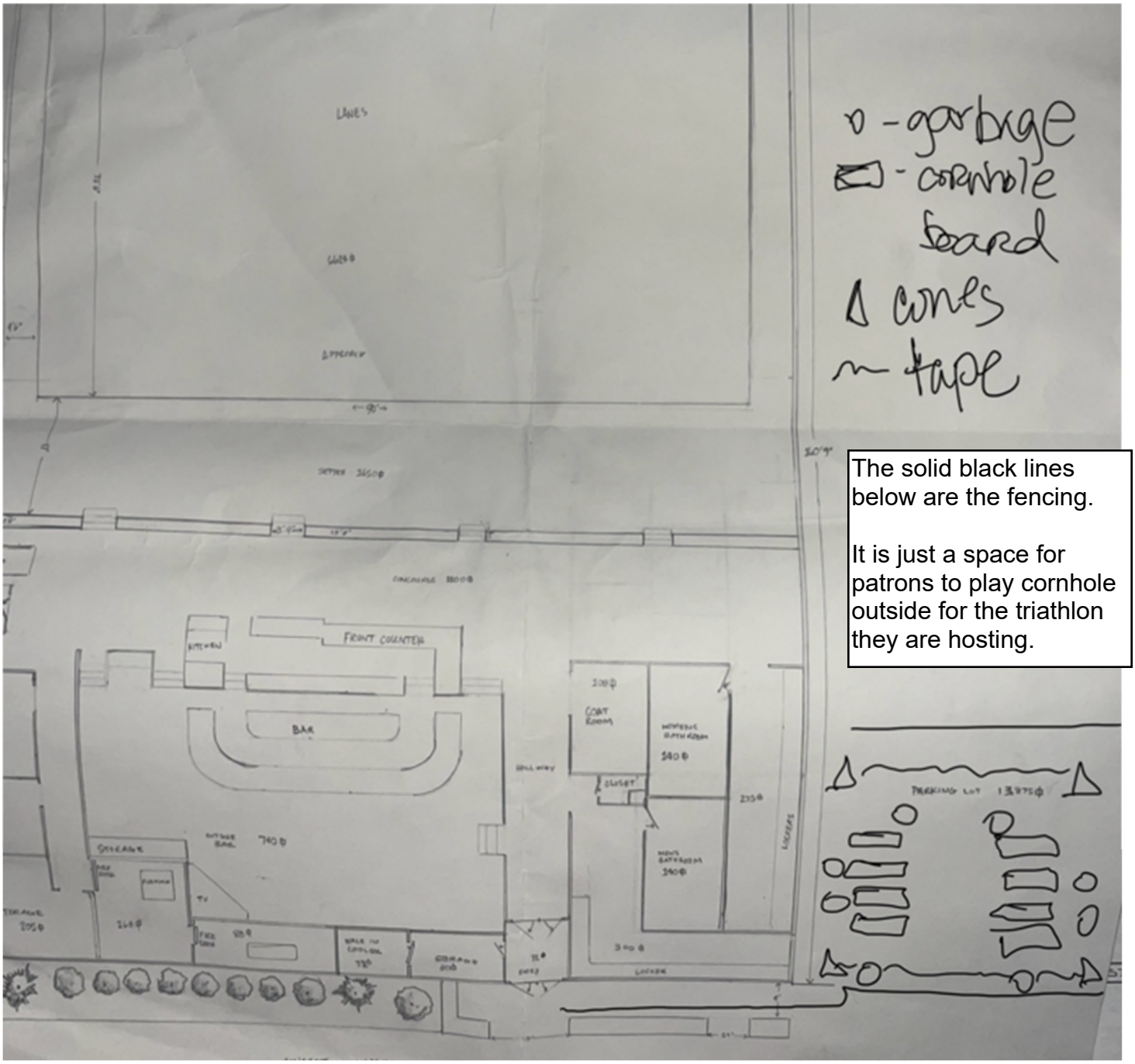
Address:	Street	City	State	Zip Code
	1730 Ferry St	La Crosse	WI	54650

Phone Number: 608 738 2469

The above hereby makes application to expand its alcohol beverage license onto private property as described. I agree to abide by all applicable state and local regulations including, but not limited, to the sale and service of alcoholic beverages, fencing and adherence to noise levels.

Allison R Steers — Signature of Applicant

6/11/2025 — Date



The solid black lines below are the fencing.

It is just a space for patrons to play cornhole outside for the triathlon they are hosting.

License Number _____ License Fee: $_____

License Issued _____ Invoice #: _____

CITY OF LA CROSSE
APPLICATION FOR PUBLIC VEHICLE FOR HIRE

License Period: [ ]

BUSINESS INFORMATION

Business Name *(Real/Legal)*	Twilight Medical Transport LLC
Trade Name *(DBA)*	
Address	1100 Kane St LaCrosse Wi 54601
Zoning District *New addresses must be verified compliant by a building inspector.*	
Telephone	608 881 9222
Wisconsin Seller Permit No. *Required if vehicles are leased to drivers.*	

OWNER INFORMATION

Owner(s) Name *(First, Full Middle, Last)*	Ronald Chatel
Owner(s) Date of Birth	[redacted]
Home Address	1441 George St. LaCrosse Wi 54603
Telephone	*Home* *Cell* 608 6067 6018

- HAVE YOU EVER BEEN CONVICTED OF A FELONY OR MISDEMEANOR? [ ] YES [X] NO
- HAVE YOU BEEN CONVICTED OF AN ORDINANCE VIOLATION IN THE LAST FIVE (5) YEARS? [ ] YES [X] NO
- IF EITHER ANSWER IS YES, INCLUDE NATURE OF THE OFFENSE AND PLACE OF CONVICTION (use reverse side, if necessary).

_____ _____

_____ _____

INSURANCE INFORMATION

Insurance Carrier/Agent	Western World Insurance Company / Brian
Address	Providence Rhode Island Middlesex Ins Co
Telephone/Email	*Telephone* 952 4109 5502 *Email*

ATTACH A **CERTIFICATE OF INSURANCE** INDICATING THE INSURANCE CARRIER, INSURED, POLICY NUMBER, POLICY LIMITS AND DURATION OF THE POLICY. ALL INSURED VEHICLES SHALL BE IDENTIFIED ON THE CERTIFICATE OF INSURANCE.
The policy must be endorsed naming the City of La Crosse as Additional Insured and said endorsement page must accompany the certificate.

RATE INFORMATION

Method of Charging	Metered Rates X Zone Rates ___ Vehicle Rental Rate ___
Schedule of Rates *(or attach Schedule to be posted the vehicles)*	See attached

VEHICLE INFORMATION

Number of Vehicles to be Licensed	# 5

VEHICLE ID NUMBER	YEAR, MAKE & MODEL *(Model Year Cannot Exceed 10 Years of Age - Renewals are Exempt)*	CAPACITY *(incl. driver)*	STATE & LICENSE NO
# 6 / 5TDX23DC4HS771998	2017 Toyota Sienna	3	WI AZH8830
# 3 / 4T3BK3BB9FU115476	2015 Toyota Venza	5	WI AMS8764
# 13 / 5TDKK3DC2ES476117	2014 Toyota Sienna	6	WI AYV7808
# 7 / WD2PE7CDXGP241413	2016 Mercedes Benz Sprinter	7	WI AZL9215
# 16 / 5TDZ23DC8HS899749	2017 Toyota Sienna	5	WI

**vehicles with capacities of 16 or greater that have both a valid USDOT and MC number are exempt.*

_____ ATTACH ORIGINAL **CERTIFICATE OF INSPECTION** FOR EACH VEHICLE certifying that the vehicle to be used for hire is in good mechanical condition. The inspection and certificate must be completed by an A.S.E. Certified Technician.

_____ ATTACH A **CERTIFICATE OF INSURANCE.** All insured vehicles shall be identified on the certificate by Make, Model and VIN. Said policy must be endorsed naming the City of La Crosse as additional insured. Said endorsement MUST accompany the Certificate of Insurance at the time of filing. *Note: A statement of additional insured on the certificate is not acceptable; we must receive the endorsement page.*

_____ ATTACH A PHOTOCOPY OF THE **TITLE/CONFIRMATION OF OWNERSHIP & REGISTRATION** FOR EACH VEHICLE (the title/confirmation must be in the name of business or owner); required for original vehicle application only. *Note: A salvage title may not be used as a public vehicle until the vehicle has been repaired and inspected by an authorized salvage vehicle inspector and rebranded for road use (a copy of the inspection must be provided).*

_____ ATTACH PHOTOCOPY OF **LEASE OR RENTAL AGREEMENT**, if applicable. This is required of new applicants or when there is a change in business address only.

The above hereby makes application for a Public Vehicle For Hire License within the City of La Crosse pursuant to Chapter 10, Article XIII of the Code of Ordinances of the City of La Crosse.

I hereby attest that the information contained in this application is true and correct. I am aware that withholding information or making false statements on this application will be basis for denial/revocation of license. I further certify that the above automobile(s) was inspected by an A.S.E. certified technician and will be kept in good mechanical condition at all times and will comply with the provisions of law pertaining to public vehicles for hire (Ch. 10, Article XIII of the La Crosse Municipal Code).

SIGNATURE OF APPLICANT Ronald Chartof DATE 6-17-2025

LICENSE [ ] APPROVED [ ] DENIED

SIGNATURE OF POLICE REPRESENTATIVE_____ **DATE**_____

CERTIFICATE OF INSPECTION #6

NAME OF BUSINESS Twilight Medical Transport LLC

VEHICLE MAKE Toyota MODEL Denim Sienna YEAR 2017

VIN 5TDZZ3DC4HS771998

	NEEDS REPAIR	DATE OF REPAIR	NO REPAIR NECESSARY
Headlamps *(incl. cover and aim)*			✓
Parking Lamps			✓
Directional Lamps			✓
Flashing Warning Lamps			✓
Side Marker Lamps/Reflectors			✓
Tail Lamps *(incl. cover)*			✓
Back Up Lamps			✓
Brake Lamps			✓
Steering System	✓		
Hood & Trunk Latches			✓
Emission/Exhaust System			✓
Tires *(incl. spare & jack)* *(Note: tire-tread depth shall not be less than 2/32 of an inch)*	LF-7/32	RF-9/32 RR-10/32	LR 10/32
Windshield *(incl. wipers & washers)*			✓
Windows *(side, rear)*			✓
Windshield Defroster			✓
Horn			✓
Mirrors			✓
Speed Indicator			✓
Restraining Devices & Seats			✓
Brakes *(incl. parking brake)*			✓
Heater			✓
Air Conditioning			✓
Door Handles *(interior & exterior)*			✓

DISCLOSURE STATEMENT: I am an A.S.E. Certified Technician with an unexpired certificate and have exercised reasonable diligence in inspecting this vehicle. On the basis of such inspection, I declare the apparent existing condition to be as indicated above.

A.S.E. Certified Technician: Signature: Andrew Begeman Printed Name: ANDREW BEGEMAN

Business: ANDYS AUTO SERVICE Address: 641 So 2nd AVE Date: 6-13-25

Per Sec. 10-589, each public passenger vehicle shall be kept and maintained in a safe and reliable condition. To insure the safe condition of all motor vehicles, applicant must present to the City Clerk an original certificate of inspection as to the mechanical condition of the automobile from an A.S.E. certified technician (other than vehicle owner/employee).

Rev. 11/2017

#3

CERTIFICATE OF INSPECTION

NAME OF BUSINESS Twilight Medical Transport LLC

VEHICLE MAKE Toyota MODEL Truck Venza YEAR 2015

VIN 4T3BK3BB9FU115476

	NEEDS REPAIR	DATE OF REPAIR	NO REPAIR NECESSARY
Headlamps *(incl. cover and aim)*			✓
Parking Lamps			✓
Directional Lamps			✓
Flashing Warning Lamps			✓
Side Marker Lamps/Reflectors			✓
Tail Lamps *(incl. cover)*			✓
Back Up Lamps			✓
Brake Lamps			✓
Steering System			✓
Hood & Trunk Latches			✓
Emission/Exhaust System			✓
Tires *(incl. spare & jack)* *(Note: tire-tread depth shall not be less than 2/32 of an inch)*			✓
Windshield *(incl. wipers & washers)*			✓
Windows *(side, rear)*			✓
Windshield Defroster			✓
Horn			✓
Mirrors			✓
Speed Indicator			✓
Restraining Devices & Seats			✓
Brakes *(incl. parking brake)*			✓
Heater			✓
Air Conditioning			✓
Door Handles *(interior & exterior)*			✓

DISCLOSURE STATEMENT: I am an A.S.E. Certified Technician with an unexpired certificate and have exercised reasonable diligence in inspecting this vehicle. On the basis of such inspection, I declare the apparent existing condition to be as indicated above.

A.S.E. Certified Technician: Signature: Jose Dueñas Printed Name: Jose Guerrero

Business: Eds Service Center Address: 3607 Morgan College Rd Date: 9/2/25

Per Sec. 10-589, each public passenger vehicle shall be kept and maintained in a safe and reliable condition. To insure the safe condition of all motor vehicles, applicant must present to the City Clerk an original certificate of inspection as to the mechanical condition of the automobile from an A.S.E. certified technician (other than vehicle owner/employee).

Rev. 11/2017

WISCONSIN

0012537

Certificate of Vehicle Registration

Product Number	Registration Number
27492250318	L250720011249

Plate Number	Registration	Chassis	Gross Weight	Period	Color	Fleet No.
AMS8764	AUT AUT	TRUK		A	WHITE	

Vehicle Identification Number	Year	Make	Expiration Date	Amount Received
4T3BK3BB9FU115476	2015	TOYT	03/31/2026	$ 85.00

YEAR

THIS IS NOT A BILL
This Registration Certificate is not a Title. Not Valid for Transfer of Ownership.

Contact the Division of Motor Vehicles at:
wisconsindmv.gov
608-264-7447

0011672
TWILIGHT MEDICAL TRANSPORT LLC
1100 KANE ST
LA CROSSE, WI 54603-2572

WISCONSIN

0000008

MAILING LABEL ONLY

0000008
TWILIGHT MEDICAL TRANSPORT LLC
1100 KANE ST
LA CROSSE, WI 54603-2572

Amount Received: $ 10.00

MAILING LABEL ONLY

CONFIRMATION OF OWNERSHIP

Vehicle Identification Number	Year	Make			
4T3BK3BB9FU115476	2015	TOYOTA			
Title Number	**Issue Date**	**Chassis Type**	**Odometer Reading**	**Odometer Status**	**Odometer Date**
T5037A395007-1	02/06/2025	TRUK	178902	ACTUAL	07/26/2024
Product Number	**Body Style**	**Color**		**Fleet No.**	
92579250312	SPORTUTILITY	WHITE			

Titled Owner(s)
TWILIGHT MEDICAL TRANSPORT LLC
1100 KANE ST
LA CROSSE, WI 54603-2572

In accordance with s. 342(1)(b) Wis.Stats, your title has been delivered to the first lien holder (lender) shown on this document. The department will not be responsible for false or fraudulent odometer statements made in the assignment of the Certificate of Title or for errors in reporting mileage, brand disclosures or the history of the vehicle. The department has no actual knowledge about the history of the vehicle and makes no warranty that the title brands or mileage disclosures on prior titles have been carried forward onto this document.

4T3BK3BB9FU115476

Lien Holder(s)
00002273 CITIZENS COMMUNITY FEDERAL NA, ALTOONA

Additional Vehicle Detail
PREVIOUSLY TITLED BY: PA

THIS IS NOT A TITLE: Title Sent to Lien Holder

This document is not valid for transfer of ownership. The title has been delivered to the lien holder listed first on this Confirmation of Ownership. You will receive your valid Wisconsin title once all liens have been paid.

Please read the reverse side of this document for more information.

MAIL ADDRESS:
Wisconsin Department of Transportation
PO Box 7949, Madison, WI 53707-7949
209871

T056S 6/2012

QUESTIONS:
Contact the Division of Motor Vehicles at:
414-266-1000, 608-264-7447
wisconsindmv.gov
002273

#13

WISCONSIN
Certificate of Vehicle Registration

0004264

Plate Number	Registration	Chassis	Gross Weight	Period	Product Number	Registration Number
AYV7808	AUT AUT	TRUK		A	99881242566	24256PT0025
Vehicle Identification Number			**Year**	**Make**	**Color**	**Fleet No.**
5TDKK3DC2ES476117			2014	TOYT	WHITE	13
					Expiration Date	**Amount Received**
					09/30/2025	/ $ 402.00

THIS IS NOT A BILL
This Registration Certificate is not a Title. Not Valid for Transfer of Ownership.

Contact the Division of Motor Vehicles at:
wisconsindmv.gov
608-264-7447

0
TWILIGHT MEDICAL TRANSPORT LLC
1645 GEORGE ST
LA CROSSE, WI 54603-2284

WISCONSIN
Certificate of Vehicle Registration

0004264

Plate Number	Registration	Chassis	Gross Weight	Period	Product Number	Registration Number
AYV7808	AUT AUT	TRUK		A	99881242566	24256PT0025
Vehicle Identification Number			Year	Make	Color	Fleet No.
5TDKK3DC2ES476117			2014	TOYT	WHITE	13
					Expiration Date	Amount Received
					09/30/2025	/ $ 402.00

THIS IS NOT A BILL
This Registration Certificate is not a Title. Not Valid for Transfer of Ownership.

Contact the Division of Motor Vehicles at:
wisconsindmv.gov
608-264-7447

0
TWILIGHT MEDICAL TRANSPORT LLC
1645 GEORGE ST
LA CROSSE, WI 54603-2284

#13

CERTIFICATE OF INSPECTION

NAME OF BUSINESS TWILIGHT MEDICAL TRANSPORT LLC

VEHICLE MAKE TOYOTA MODEL ~~TRUCK~~ Sienna YEAR 2014

VIN 5TDKK3DC2ES496117

	NEEDS REPAIR	DATE OF REPAIR	NO REPAIR NECESSARY
Headlamps *(incl. cover and aim)*			✓
Parking Lamps			✓
Directional Lamps			✓
Flashing Warning Lamps			✓
Side Marker Lamps/Reflectors			✓
Tail Lamps *(incl. cover)*			✓
Back Up Lamps			✓
Brake Lamps			✓
Steering System			
Hood & Trunk Latches			✓
Emission/Exhaust System			✓
Tires *(incl. spare & jack)* *(Note: tire-tread depth shall not be less than 2/32 of an inch)*	✓	4-7-25	✓
Windshield *(incl. wipers & washers)*	✓		✓
Windows *(side, rear)*			✓
Windshield Defroster			✓
Horn			✓
Mirrors			✓
Speed Indicator			✓
Restraining Devices & Seats		4/5/25 ✓	✓
Brakes *(incl. parking brake)*	✓	4/5/25 ✓	✓
Heater			✓
Air Conditioning			✓
Door Handles *(interior & exterior)*			✓

DISCLOSURE STATEMENT: I am an A.S.E. Certified Technician with an unexpired certificate and have exercised reasonable diligence in inspecting this vehicle. On the basis of such inspection, I declare the apparent existing condition to be as indicated above.

A.S.E. Certified Technician: Signature: Joe Garbis Printed Name: Joe Garbis

Business: Ed's Service Center Address: 3607 Mormon Coulee RD Date: 4/2/25

Per Sec. 10-589, each public passenger vehicle shall be kept and maintained in a safe and reliable condition. To insure the safe condition of all motor vehicles, applicant must present to the City Clerk an original certificate of inspection as to the mechanical condition of the automobile from an A.S.E. certified technician (other than vehicle owner/employee).

Rev. 11/2017

2 Rear tires
Rear Brakes
Water Pump
Rf Inner tie Rod end
front sway Bar Links
alignment

WISCONSIN

0000000

Certificate of Vehicle Registration

Product Number	Registration Number
88661250305	R5091L40046

Plate Number	Registration	Chassis	Gross Weight	Period	Color	Fleet No.
AZL9215	AUT AUT	TRUK		A	WHITE	7

Vehicle Identification Number	Year	Make	Expiration Date	Amount Received
WDZPE7CDXGP241413	2016	MERZ	01/31/2026	$ 7.00

THIS IS NOT A BILL
This Registration Certificate is not a Title. Not Valid for Transfer of Ownership.

Contact the Division of Motor Vehicles at:
wisconsindmv.gov
608-264-7447

TWILIGHT MEDICAL TRANSPORT LLC
1100 KANE ST
LA CROSSE, WI 54603-2572

#7

CERTIFICATE OF INSPECTION

NAME OF BUSINESS TWILIGHT MEDICAL TRANSPORT LLC

VEHICLE MAKE MERCEDES BENZ MODEL SPRINTER YEAR 2016

VIN WDZPE7CDXGP241413

	NEEDS REPAIR	DATE OF REPAIR	NO REPAIR NECESSARY
Headlamps *(incl. cover and aim)*			✓
Parking Lamps			✓
Directional Lamps			✓
Flashing Warning Lamps			✓
Side Marker Lamps/Reflectors			✓
Tail Lamps *(incl. cover)*			✓
Back Up Lamps			✓
Brake Lamps			✓
Steering System	✓		
Hood & Trunk Latches			✓
Emission/Exhaust System			✓
Tires *(incl. spare & jack)* all tires 4/32- *(Note: tire-tread depth shall not be less than 2/32 of an inch)*			✓
Windshield *(incl. wipers & washers)*			✓
Windows *(side, rear)*			✓
Windshield Defroster			✓
Horn			✓
Mirrors			✓
Speed Indicator			✓
Restraining Devices & Seats			✓
Brakes *(incl. parking brake)*			✓
Heater			✓
Air Conditioning	✓		
Door Handles *(interior & exterior)*			✓

DISCLOSURE STATEMENT: I am an A.S.E. Certified Technician with an unexpired certificate and have exercised reasonable diligence in inspecting this vehicle. On the basis of such inspection, I declare the apparent existing condition to be as indicated above.

A.S.E. Certified Technician: Signature: Andrew Begeman Printed Name: ANDREW BEGEMAN

Business: ANDYS AUTO SERVICE Address: 641 So 2nd AVE Date: 6-11-25

Per Sec. 10-589, each public passenger vehicle shall be kept and maintained in a safe and reliable condition. To insure the safe condition of all motor vehicles, applicant must present to the City Clerk an original certificate of inspection as to the mechanical condition of the automobile from an A.S.E. certified technician (other than vehicle owner/employee).

Rev. 11/2017

CERTIFICATE OF INSPECTION

NAME OF BUSINESS Twilight Medical Transport LLC

VEHICLE MAKE Toyota MODEL Sienna YEAR 2017

VIN 5TDZZ3DC8HS899749

	NEEDS REPAIR	DATE OF REPAIR	NO REPAIR NECESSARY
Headlamps *(incl. cover and aim)*			✓
Parking Lamps			✓
Directional Lamps			✓
Flashing Warning Lamps			✓
Side Marker Lamps/Reflectors			✓
Tail Lamps *(incl. cover)*			✓
Back Up Lamps			✓
Brake Lamps			✓
Steering System			
Hood & Trunk Latches			✓
Emission/Exhaust System			✓
Tires *(incl. spare & jack)* *(Note: tire-tread depth shall not be less than 2/32 of an inch)*			✓
Windshield *(incl. wipers & washers)*			✓
Windows *(side, rear)*			✓
Windshield Defroster			✓
Horn			✓
Mirrors			✓
Speed Indicator			✓
Restraining Devices & Seats			✓
Brakes *(incl. parking brake)*			✓
Heater			✓
Air Conditioning			✓
Door Handles *(interior & exterior)*			✓

DISCLOSURE STATEMENT: I am an A.S.E. Certified Technician with an unexpired certificate and have exercised reasonable diligence in inspecting this vehicle. On the basis of such inspection, I declare the apparent existing condition to be as indicated above.

A.S.E. Certified Technician: Signature: [signature] Printed Name: Joe Gribbs

Business: EDS Service Center Address: 3607 Mormon Coulee Date: 6/2/25

Per Sec. 10-589, each public passenger vehicle shall be kept and maintained in a safe and reliable condition. To insure the safe condition of all motor vehicles, applicant must present to the City Clerk an original certificate of inspection as to the mechanical condition of the automobile from an A.S.E. certified technician (other than vehicle owner/employee).

Rev. 11/2017

TMT llc

Rate Sheet

Pickup Charge	$2.00
Mileage Rates	$2.50
Wheelchairs	$25.00
Wheelchair Returns (Local)	$1.00 per mile
Wheelchair Returns (Out of Area)	$2.00 per mile
Waiting Time	$40.00 per hour

LEASE AGREEMENT

BETWEEN

THE COULEE REGION BUSINESS CENTER

AND

Twilight Medical Transport

THIS LEASE is made and entered into this **2nd** day of **December 2024** by and between the Coulee Region Business Center (the "Lessor") and **Twilight Medical Transport** a **Limited Liability Company** (the "Lessee").

WITNESSETH, the parties hereto, for the considerations hereinafter mentioned, covenant and agree as follows:

1. Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described premises (the "Premises"):

   One (1) office space, consisting of approximately 100 square feet , and attendant features, dedicated solely to use by the Lessee as further set forth in this Lease, located in the Coulee Region Business Center at 1100 Kane Street, La Crosse, Wisconsin. Lessee's right to the Premises shall include access to the adjacent conference room with prior approval of Lessor, off street parking, access to wireless internet, printer/scanner, trash, bathroom, breakroom area, loading dock, mail and access to utilities.

2. Use of Premises. Except as otherwise authorized in writing by Lessor, or as provided for in this Lease, Lessee shall use the Premises only for office space for the Lessee.

3. Term, Renewals. This Lease shall be **a Month to Month term**, commencing on **December 2, 2024**. Lessee shall give at least fifteen (15) business days' notice of termination. This is a trial basis, Tenant may be moved to another part of the facility by Lessor upon demand.

4. Rental Rate. Rent, in the amount of $ 325.- per month is due on the first day of each month. Should termination occur at any time other than the end of the given month, the rental rate due for that month shall be figured on a pro-rated basis. Security Deposit shall be $ 325 =.

5. Covenants of Lessor. Lessor hereby covenants and agrees as follows:

   a. Lessor covenants that Lessee shall have quiet use and enjoyment of the Premises; that Lessor has complete interest, right in and title to the Premises so as to enable Lessor to enter into this Lease; and that the Premises is not encumbered in any way so as to hinder or obstruct Lessee's proposed use thereof, including encumbrances or obstruction due to existing easements, zoning ordinances, or building restrictions.

   b. Lessor shall be responsible for the real estate taxes and any assessments on the premises.

10 @ – Entry Keys

c. **Personal Property Taxes.** Lessee shall pay taxes assessed during the Term against trade fixtures or personal property placed by Lessee in or on the Premises ("Lessee's Personal Property"). If taxes with respect to Lessee's Personal Property are assessed against the Building, Lessee shall pay the taxes applicable to Lessee's Personal Property within ten (10) days after receiving Lessor's written statement setting forth the taxes applicable to Lessee's Personal Property.

d. ALL VEHICLES OTHER THAN "IN USE NOW" must be parked ON GRAVEL LOT TO LEAVE THE FRONT DRIVE/PARKING OPEN.

e. Lessor shall pay and provide the heat, air conditioning, electricity and water/sewer for the space.

f. Lessor agrees that it will not take any action to compromise or share nonpublic trade secrets, business practices or financial interests of Lessee, its customers, or clients. Lessor further attests that it has no undisclosed conflicts of interests with Twilight Medical Transport. If Lessor fails to disclose a potential conflict of interest, and if Lessee determines such failure to disclose involves a material conflict of interest, Lessor's contract may be declared to be void by Lessee and any amounts paid under the contract may be recovered by Lessee. Lessor shall advise Lessee of any changes in potential conflicts of interest.

g. Consistent with Wis. Stat. § 16.765: In connection with the performance of work under this contract, Lessor 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 § 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, Lessor further agrees to take affirmative action to ensure equal employment opportunities. Lessor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the recipient officer setting forth the provisions of the nondiscrimination clause.

h. Lessor understands that this Agreement and other materials submitted to Lessee may constitute public records subject to disclosure under Wisconsin's Public Records Law, § 19.31 et seq. Lessor will mark documents "confidential" where appropriate for financial and other sensitive materials that should be, to the extent possible, be kept in confidence. Lessee will notify Lessor if it receives a public records request for materials marked confidential.

6. Covenants of Lessee. Lessee hereby covenants and agrees as follows:

a. Lessee hereby covenants, promises and agrees to pay the rent in the manner specified herein, and to comply with all other provisions of this Lease at the time and in the manner called for by this Lease.

b. At the termination of this Lease, Lessee will return the Premises to the Lessor in as good condition as it was at the time the Lease commenced, with ordinary wear and tear and damage by the elements excepted. Lessee shall not be responsible for damage to the Premises by fire.

c. Lessee will not make or permit anyone else to make any alterations, improvements, or additions in or to the Premises, without the prior written consent of Lessor.

d. Lessee agrees that any improvements to the Premises made by Lessor for the benefit of Lessee shall be the property of Lessor.

7. Insurance. Lessor agrees to procure and maintain, during the term of this Lease, fire and casualty insurance for the building containing the Premises, as well as public liability insurance in the amount of not less than $1,000,000.00. Lessor shall provide a certificate of insurance to Lessee evidencing such coverage upon request.

8. Maintenance. Lessor shall maintain the Premises in good repair and tenantable condition throughout the term of this Lease, except in the case of damage arising from willful misconduct of Lessee's agents. For the purpose of so maintaining the Premises, Lessor reserves the right, at reasonable times and with prior notice, to enter and inspect the Premises and to make any necessary repairs thereto.

9. Damage or Destruction. If the Premises is wholly destroyed by fire or other casualty, this Lease shall immediately terminate. In case of partial destruction or damage so as to render the Premises unrentable, either party may terminate the Lease by giving written notice to the other within fifteen (15) days after the causal event, or, if so terminated, no rent shall accrue to Lessor after such partial destruction or damage. Minor damage repair will be covered by Lessor under the Maintenance provision of this Lease, Section 9 above.

10. Indemnification.

a. Lessee covenants and agrees that it will indemnify and hold harmless the Lessor from any and all claims for injury and damages to persons or property, all costs and expenses, causes of actions, suits, claims, demands, or judgments of any nature arising from Lessee's use, misuse, or occupancy of the Premises, or arising from Lessee's breach of any covenant or obligation made and to be performed by it under the terms of this Lease.

b. Lessor covenants and agrees that it will indemnify and hold harmless the Lessee from any and all claims for injury and damages to persons or property, all costs and expenses, causes of actions, suits, claims, demands, or judgments of any nature arising from Lessor's breach of any covenant or obligation made and to be performed by it under the terms of this Lease or that result from the negligence of Lessor, its employees or agents.

11. Governing Law. This Lease shall be governed and construed under the laws of the State of Wisconsin.

12. Entire Agreement. This Lease constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no other representations, warranties, or agreements except as herein provided.

AGREED TO AND ACCEPTED BY:

THE COULEE REGION BUSINESS CENTER

By: Agent of CRBC — Date: 12-2-24

Twilight Medical Transport LLC

By: RONALD CHATEL — Date: 12-2-24

Personal Guarantee of Lease

In consideration of Lessor entering into the attached Lease Agreement dated December 2, 2024 herein Twilight Medical Transport LLC is the Lessee, and in consideration of Lessor leasing to Lessee the "Leased Premises" (as described in the Lease Agreement), on the terms and conditions therein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor(s), jointly and severally, irrevocably and unconditionally guarantee to the Lessor, its successors and assigns under the Lease, the full, faithful and punctual performance by Lessee of Lessee's covenants and agreements contained in the Lease, or any extension or renewal thereof, and agree that any forbearance, modifications, waivers, amendments, releases, postponements, either of payment or enforcement of any rights against any party, or release of any security shall not affect the undersigned Guarantor(s) absolute and unconditional liability hereunder. The undersigned Guarantor(s) waives notice of any of the foregoing changes. The undersigned hereby waives any and all defenses based on the law of suretyship. Demand, notice of default or of nonpayment are hereby waived and it is agreed that the Lessor under the Lease may proceed first against the Guarantor(s) without first proceeding against the Lessee under the Lease. If Lessor employs counsel to enforce this Guaranty, Guarantor(s) will reimburse Lessor for all attorney's fees, costs and expenses incurred. This Personal Guaranty shall be binding upon the heirs, administrators, executors and assigns of the undersigned Guarantors.

Guarantor(s):

Ronald Chatel

Print Name: Ronald Chatel

Revision 1/21/2020

City of La Crosse, Wisconsin

APPLICATION FOR *INDOOR* CABARET LICENSE

Check One: ☐ New ☒ Renewal For the license period 7/1/2025 to 6/30/2026 Fee: $ 135.00

BUSINESS INFORMATION*

Legal/Real Name:
TURTLE STACK BREWERY LLC

Address of Above: Street	City	State	Zip Code
125 2ND ST S	LA CROSSE	WI	54601

PREMISES INFORMATION

Trade Name of Business:
TURTLE STACK BREWERY

Address of premises to be Licensed:	**Business Phone Number:**
125 2ND ST S	(608) 519-2284

Premises are Owned By:
A & L MCCORMICK LLC

Address of Owner: Street	City	State	Zip Code
PO BOX 135	LA CRESCENT	MN	55947-0135

CABARET INFORMATION

Detailed description of cabaret area to be licensed:
Brewery tasting room seating approximately 50 people; performances would require minimal movement of tables and chairs.

Nature of Entertainment:
One to two person acoustic performances.

Other Business Conducted upon the premises:

MANAGER INFORMATION*

Cabaret Manager Name: First	Middle	Last
BRENT	ALAN	MARTINSON

Cabaret Manager Home Address: Street	City	State	Zip Code
125 2ND ST S	LA CROSSE	WI	54601

Home Phone Number of Cabaret Manager:	**Daytime Phone Number of Cabaret Manager:**
(608) 397-6819	

Was the above person listed as manager on last year's application?
☒ Yes ☐ No

The above hereby makes application for a license to operate an Indoor Cabaret at the above address within the City of La Crosse pursuant to provisions of Sec. 10-100 of the Code of Ordinances for the City of La Crosse.

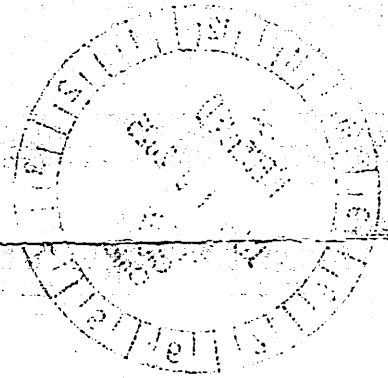
Signature of Applicant — Date: 5/22/25

RECEIVED JUN 10 2025 City Clerk's Office

OFFICE USE ONLY

For original application: **Are there lands zoned conservancy, residential or multiple dwelling within 100 feet of premises?**
☐ Yes *(if yes, attach a list of those lands)* ☐ No

Signature:	**Date:**	**Granted:**	**License #:**



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0663

Agenda Date: 7/10/2025

Version: 1

Status: Recommended to be Adopted

In Control: Common Council

File Type: Resolution

Agenda Number:

Resolution authorizing the 2025-2029 Consolidated Plan & 2025 Action Plan.

RESOLUTION

WHEREAS, the 2025-2029 Consolidated Plan for the City of La Crosse is a five-year planning document that assesses community development needs that impact low-income persons and the Year 1 (2025) Action Plan is used for addressing priority needs referenced in the Strategic Plan; and

WHEREAS, the City is required to approve the 2025-2029 Consolidated Plan and the 2025 Action Plan, which includes an application under the Community Development Block Grant (CDBG) and HOME Investment Partnerships Entitlement Programs for federal funding, as a prerequisite to the Department of Housing and Urban Development (HUD) funding of the CDBG Grant and HOME Formula Grant Programs; and

WHEREAS, the 2025-2029 Consolidated Plan and 2020 Action Plan is the basis upon which HUD approves or disapproves the allocation of formula grant programs; and

WHEREAS, the 2025 Action Plan of the 2025-2029 Consolidated Plan identifies uses and awards amounts of the 2025 CDBG and HOME Investment Partnerships Entitlement funds; and

WHEREAS, the City desires to commit program income to specific activities that generate such income.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the 2025-2029 Consolidated Plan and the 2025 Action Plan are hereby approved.

BE IT FURTHER RESOLVED that income generated by CDBG & HOME Program activities is dedicated to the continuation of those activities.

BE IT FURTHER RESOLVED that the Mayor is designated as the authorized representative of the City of La Crosse to act in connection with the Consolidated Plan and to provide such additional information as may be required.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute any documents which are necessary for the implementation of activities funded under the Action Plan and Consolidated Plan.

BE IT FURTHER RESOLVED that the City of La Crosse continues to be a Participating Jurisdiction (PJ) in the HOME Investment Partnerships Entitlement Program.

BE IT FURTHER RESOLVED that City staff is hereby authorized to take any and all steps necessary to effectuate this resolution.

2025-2029 Consolidated Plan

City of La Crosse, Wisconsin

July 2025

LA CROSSE WISCONSIN

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of La Crosse receives annual community development funding through the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) and HOME Investment Partnership programs. To receive funding, the City is required to complete the Consolidated Plan, which outlines targeted goals, objectives, and strategies to expand opportunities for low- to moderate-income residents of the City. This Consolidated Plan covers the program years 2025-2029.

This plan's purpose is to leverage extensive data analysis and public engagement to identify facets of the community's housing, economic growth, and community development that have the greatest need for programmatic intervention, and to outline the anticipated allocation of federal funding to enable these activities. These funds will be used to directly meet HUD's goals and objectives within the local community and will be implemented by the City as well as through partnerships with non-profit organizations, housing developers, local businesses, stakeholders, residents, and other partners representative of the community at-large.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

Key outcomes of the 2025-2029 Consolidated Plan:

1. Increase access to quality affordable housing, as many renters and homeowners in La Crosse are cost burdened. CDBG funds will be utilized to increase housing opportunities that are affordable to low-income households through construction and repair.
2. Increase job readiness and economic opportunities for businesses development.
3. Provide resources to increase self-sufficiency through public service partnerships and *Pathways Home* initiatives.
4. Allocate funds to address urgent needs in the community.
5. Ensure procedures and policies are up-to-date and address current market issues.

3. Evaluation of past performance

The 2019-2024 Consolidated Plan established key priorities and deliverables for the CDBG and HOME programs. During the COVID-19 pandemic, the City of La Crosse completed a Substantial Amendment to the Consolidated Plan and updated the Citizen Participation Plan to allow for virtual engagement methods.

The City's Housing Rehabilitation Loan Program has been successful at serving low-income homeowners. Eligible repairs have included roofing and siding, windows, doors, walls, flooring and heating, air conditioning, and electrical and plumbing systems. The 1% deferred loan amount was increased during the last performance period (from $35k to $45k) and addition evaluation of policy and procedures may be worthwhile to prioritize the highest-need repairs.

Through the last Consolidated Plan, staffing changes and restructuring reduced the team supporting CDBG and HOME programs from four full-time members to three. The team is evaluating duties and responsibilities to best align with future Consolidated Plan goals and ensure efficiency in program management.

The City's Replacement Housing Program, in collaboration with Western Technical College/Central High School and Habitat for Humanity, continues forward. Rising costs and delays in materials have slowed projects and bandwidth for development.

4. Summary of citizen participation process and consultation process

For the development of this Consolidated Plan, the City worked with MSA Professional Services to develop and implement a Citizen Participation Plan. City staff were directly involved in the development and implementation of citizen participation activities to focus and guide conversations, as relevant, regarding the current and future provision of funds. All engagement activities were noticed and promoted through a combination of City resources, local news, and other outlets available to the City. Citizen participation was welcomed throughout the planning process, and comments received through these methods (in tandem with data analysis) were used to draft the plan's goals, objectives, and strategies. Generally, citizen engagement for this Consolidated Plan included the following activities:

- Online community input survey, which received 665 responses from a wide cross section of the community;
- Two public open houses;
- Interviews with approximately 25 key local and regional stakeholders, including non-profit social assistance organizations, philanthropic entities, and local institutions;
- Interviews with City and County staff;
- Public hearings at Economic and Community Development Commission (ECDC) meetings;
- 30-day comment periods.

5. Summary of public comments

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments received during the development of this Consolidated Plan were considered and accepted, with many incorporated into goals and objectives of the plan as relevant to program mechanisms allowable under CDBG and HOME funding.

7. Summary

The City of La Crosse's 2025-2029 Consolidated Plan is a blueprint for meeting important goals to create vibrant, healthy neighborhoods and provide affordable housing opportunities – all while working under a constrained-resource environment. The Neighborhood Revitalization Strategy Area is another resource to specifically help La Crosse target its most distressed neighborhoods. The extensive public input and data analysis collected throughout this process have created a realistic but ambitious strategic plan that has broad public support.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	LA CROSSE	Planning and Development Department
HOME Administrator	LA CROSSE	Planning and Development Department

Table 1 – Responsible Agencies

Narrative

The City of La Crosse's Planning and Development Department is the lead agency for the development of the Consolidated Plan and the administration of Community Development Block Grant (CDBG) and HOME funds. The City of La Crosse both directly implements many of its programs and contracts out other services.

The City of La Crosse directly manages its Housing Rehabilitation, Small Business Loan Fund, Affordable Housing loan fund and Replacement Housing fund loan portfolios. Approximately 60% of its funding is directly managed and operated by the City. The La Crosse Community Housing Development Organization (LCHDO) and Habitat for Humanity also receive CDBG/HOME funds for infill housing programs. The City's Engineering and Parks, Recreation & Forestry Departments oversee public infrastructure projects. Finally, several non-profit organizations receive public service grants to carry out the city's anti-poverty and homeless strategy.

Consolidated Plan Public Contact Information

Questions concerning the Consolidated Plan may be directed to Mara Keyes, Community Development Manager for the City of La Crosse. Mara's phone number is 608-789-7362 and her email is keyesm@cityoflacrosse.org. The mailing address for City Hall is 400 La Crosse St, La Crosse, WI 54601.

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

Since this Consolidated Plan was produced tangentially to the City's Analysis of Impediments to Fair Housing Choice, feedback gathered through the community engagement process was used in both documents (as applicable). Public participation included an online community input survey, two public open houses, interviews with key local and regional stakeholders, public hearings held at Economic & Community Development Meetings, and public comment periods as mandated by state statute.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

Over the past five years, the City of La Crosse has worked with the La Crosse Housing Authority to improve collaboration and address community needs identified in the previous Consolidated Plan, including the need for housing and support services for chronically unsheltered individuals. In its five-year plan, the Housing Authority indicated that it intends to support current City and County housing/community development initiatives (including *Pathways Home* – see following question) and continue to leverage partnerships with local organizations that provide health, wellness, and socialization opportunities for public housing residents.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The Continuum of Care funds are allocated at the state level through the Wisconsin Balance of State. The City of La Crosse is included in the Coulee Coalition, which comprises of these counties: Crawford, La Crosse, Monroe and Vernon. This Coalition is known as the La Crosse Collaborate to End Homelessness. The City Homeless Services Coordinator serves as the lead for the Coulee Coalition. In early 2024, the City of La Crosse partnered with La Crosse County to develop *Pathways Home*, a long-term plan aiming to achieve "functional zero" homelessness by 2029. A key component of this plan is to coordinate across funding sources such as CoC, CDBG, HOME and ESG.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The State of Wisconsin administers the ESG funds through the Continuum of Care. These partner agencies were consulted and input has been considered when formulating 2025-2029 Consolidated Plan goals and outcomes.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	School District of La Crosse
	Agency/Group/Organization Type	Services-Children Services-Education Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed the district's building/infrastructure improvement needs, district partnerships with local social support organizations, community-wide housing needs
2	**Agency/Group/Organization**	City of La Crosse Planning and Development Department
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Provided input on how CDBG links with planning efforts and how housing programs align with overall Comprehensive Plan.
3	**Agency/Group/Organization**	La Crosse County
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Persons with Disabilities Services-Health Services-Employment Service-Fair Housing Health Agency Other government - County

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs Economic Development Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	La Crosse County Human Services works closely with low-income City of La Crosse residents. Consulted on local needs and anticipate collaboration with them on numerous community wellness initiatives. La Crosse County Community Development was also consulted to determine broadband and regional housing needs.
4	**Agency/Group/Organization**	ST. CLARE HEALTH MISSION
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-homeless Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed healthcare needs of chronically homeless and individuals without access to health insurance; discussed need for housing resource navigation and improved City/non-profit collaboration
5	**Agency/Group/Organization**	COULEECAP INC
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Services-Education Services-Employment Service-Fair Housing Regional organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed existing assistance programs, ongoing challenges for program implementation, and opportunities for partnerships.
6	**Agency/Group/Organization**	Habitat for Humanity of the Greater La Crosse Region, iNc
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed partnership opportunities to re-develop single family housing and weatherize existing housing.
7	**Agency/Group/Organization**	INDEPENDENT LIVING RESOURCES
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed the needs of the homeless and residents with disabilities
8	**Agency/Group/Organization**	Great Rivers United Way
	Agency/Group/Organization Type	Services - Housing Services-Health Services-Education Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Economic Development Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed community wellness needs (e.g. mental health and youth outreach) and funding opportunities
9	**Agency/Group/Organization**	City of La Crosse Housing Authority
	Agency/Group/Organization Type	Housing PHA Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed PHA's improvement activities and needs of public housing residents

10	**Agency/Group/Organization**	La Crosse Community Foundation
	Agency/Group/Organization Type	Civic Leaders Foundation
	What section of the Plan was addressed by Consultation?	Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed trends and considerations for funding projects. As a donor in the community, the City anticipates working with the Community Foundation to co-fund projects.
11	**Agency/Group/Organization**	Family & Children's Center
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless Services - Victims Child Welfare Agency
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed need for wraparound services for chronically homeless, existing programs for homeless and unaccompanied youth
12	**Agency/Group/Organization**	Black Leaders Acquiring Collective Knowledge
	Agency/Group/Organization Type	Services-Children Services-Education Civic Leaders Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Economic Development Market Analysis

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed needs of local black youth and black entrepreneurs
13	**Agency/Group/Organization**	YWCA OF COULEE REGION
	Agency/Group/Organization Type	Housing Services-Victims of Domestic Violence Services - Victims Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Needs - Unaccompanied youth Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed needs of local unaccompanied youth and low-income women, impacts of recent local homelessness policy
14	**Agency/Group/Organization**	Cinnaire
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted with local affordable housing developer about development challenges in La Crosse and opportunities for partnerships with City/local assistance organizations
15	**Agency/Group/Organization**	SALVATION ARMY
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-homeless Services-Education

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed needs of local homeless and funding opportunities (e.g. weatherization, wraparound services)
16	**Agency/Group/Organization**	Firefighters Credit Union
	Agency/Group/Organization Type	Housing Private Sector Banking / Financing
	What section of the Plan was addressed by Consultation?	Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted mortgage lender on local housing needs. Anticipate working with more lenders on fair housing issues and down payment assistance.
17	**Agency/Group/Organization**	NEW HORIZONS
	Agency/Group/Organization Type	Housing Services-Children Services-Victims of Domestic Violence Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed needs of victims of domestic violence and transitionally homeless families
18	**Agency/Group/Organization**	North La Crosse Business Association
	Agency/Group/Organization Type	Business Leaders

	What section of the Plan was addressed by Consultation?	Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed needs of small businesses in northside and impacts of COVID-19 pandemic
19	**Agency/Group/Organization**	Western Wisconsin Workforce Development Board
	Agency/Group/Organization Type	Services-Employment Business Leaders
	What section of the Plan was addressed by Consultation?	Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed local/regional employment trends and impacts of workforce development programs for targeted populations
20	**Agency/Group/Organization**	La Crosse Area Chamber of Commerce
	Agency/Group/Organization Type	Services-Employment Business Leaders
	What section of the Plan was addressed by Consultation?	Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed local programs for economic development and anticipated/aspirational projects for community development in La Crosse
21	**Agency/Group/Organization**	WISCONSIN WOMEN'S BUSINESS INITIATIVE CORPORATION
	Agency/Group/Organization Type	Services-Employment Business Leaders
	What section of the Plan was addressed by Consultation?	Economic Development

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed workforce/infrastructure/funding needs for local small businesses
22	**Agency/Group/Organization**	La Crosse Promise
	Agency/Group/Organization Type	Services - Housing Services-Education Foundation
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed education/housing needs in La Crosse and opportunities for future mission expansion

Identify any Agency Types not consulted and provide rationale for not consulting

There were no intended omissions of agencies consulted. Intentional efforts were made to provide a variety of ways for agencies to connect and provide feedback.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	The Coulee Coalition	The Coulee Coalition is strategically aligned with the Pathways Home Plan (see below).
Pathways Home: Plan to End Homelessness	City of La Crosse & La Crosse County	Both plans have identified establishing long-term supportive housing for the homeless as a priority.
2024 Housing Study	City of La Crosse	Both plans have identified quality affordable housing as a priority, especially through infill development and redevelopment (that has historically been funded by CDBG and HOME funds).

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

La Crosse County has been a key collaborator, with consultations involving the Health & Human Services Department on community health needs and the Zoning, Planning & Land Information Departments on regional needs and broadband access.

Narrative (optional):

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

Citizen participation and outreach were central to the development of this Consolidated Plan and included input from residents and service providers alike. The City promoted and noticed community engagement activities to the maximum feasible extent during the planning process, including through the City website, press releases, servicer-provider managed list-servs, public postings of engagement materials, and press coverage. All information has been used to assess emerging trends and needs of the community.

The Consolidated Plan's engagement process included an online community input survey, two public open houses, interviews with key local and regional stakeholders, and public hearings and comment periods. These activities are described in further detail in the following section.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	Low attendance - less than 5 people	Discussions on the importance of transparent tax policy/development regulations	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Non-targeted/broad community	Moderate attendance - about 15 people	Discussions on prioritization of service sectors relating to health, safety, community services, and housing/homelessness; barriers to employers and employees	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Internet Outreach	Non-targeted/broad community	665 online survey responses	Questions related to demographics/current housing status, community needs and priorities, effectiveness of existing City programs, and barriers to economic growth and fair housing choice. Responses reflected a widespread desire for affordable, quality housing, and free/affordable community services.	N/A	https://www.surveymonkey.com/r/QD7CQQL

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Hearing	Non-targeted/broad community	None	None	None	

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

***Housing Quality and Affordability*:** La Crosse's aging housing stock has perpetuated concerns about housing quality and affordability, especially among low-income renters, residents of color, and/or people with disabilities. Additional housing problems include:

- Limited supply of affordable renter- and owner-occupied housing, leading to artificially high unit prices;
- High energy costs, which are often not communicated to residents moving into "affordable" housing units;
- Limited resources for maintaining and/or retrofitting housing for accessibility;
- Alleged discrimination from landlords and property managers based on race, housing voucher or assistance status, poor credit/rental history, and other factors;
- Lack of multi-family housing options for those other than college students, such as young professionals or those that do not want to own a home;
- Geographic limitations to new residential development (due to the City's placement within the floodplain and between the Mississippi River/Granddad Bluff), significantly increasing competition for existing developed parcels and housing of any condition;
- Limited supply of quality senior housing options, causing many residents to "age in place" and restricting housing options for young families and other first-time homebuyers.

***Public Housing*:** Waitlists are long for both public housing units and Section 8 housing vouchers, reflecting high demand and low supply for assistance. The La Crosse Housing Authority anticipates reductions in federal funding for the voucher program in the coming years, further limiting the viability of subsidized market-rate housing as an affordable alternative.

***Special Needs Population*:** Residents with mental, physical, or developmental disabilities have an ongoing need for permanent housing and supportive services for day-to-day activities, advocacy and resource navigation, employment, accessibility, and medical care. The elderly population's needs include aging-in-place supportive services, access to medical care and other life necessities, and home maintenance and mobility retrofitting. ACS data estimates that 6,273 La Crosse residents (12.4% of the City's total population) have at least one disability, requiring varying levels of care or intervention.

***Homeless Population*:** Transitionally homeless households generally benefit from rapid re-housing efforts, especially those that lost their housing due to emergency circumstances. Chronically homeless individuals often require additional or ongoing assistance (e.g. financial counseling, mental healthcare,

case management, etc.) and therefore achieve better outcomes through transitional housing programs or permanent supportive housing.

***Public Services*:** As identified through the community input survey, the City has the greatest need for services addressing homelessness, mental health, crime prevention & public safety, financial barriers to homeownership, and substance abuse.

***Public Improvements*:** The City of La Crosse has identified a need for improvements to the main arteries that run north-south through the community. The City has been advocating at the state level to prioritize and fund modernization improvements to these key thoroughfares. Other necessary community-wide projects include improvements to bike/pedestrian accessibility, public parks, and safety.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

Housing needs in the City of La Crosse were identified through 2020 Census data, American Community Survey (ACS) estimates, public input from residents and stakeholders, results from the Analysis of Impediments to Fair Housing Choice, and the City's 2024 Housing Study. Affordability, safety, and quality within the City's aging housing stock are significant concerns for many low- and moderate-income households, many of whom do not have the means to obtain high-quality housing units or mitigate safety concerns in their current living arrangements. There is also a persistent need for accompanying housing support services, such as financial assistance, resource navigation, and wraparound care for those that need help stabilizing in permanent housing.

Demographics	Base Year: 2009	Most Recent Year: 2020	% Change
Population	51,995	51,545	-1%
Households	20,690	21,240	3%
Median Income	$40,725.00	$46,438.00	14%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	4,070	3,305	4,770	2,590	6,505
Small Family Households	515	500	1,305	945	2,925
Large Family Households	75	105	130	30	345
Household contains at least one person 62-74 years of age	540	830	915	425	1,240
Household contains at least one person age 75 or older	475	595	515	190	500
Households with one or more children 6 years old or younger	280	320	620	320	620

Table 6 - Total Households Table

Data Source: 2016-2020 CHAS

Housing Needs Summary Tables

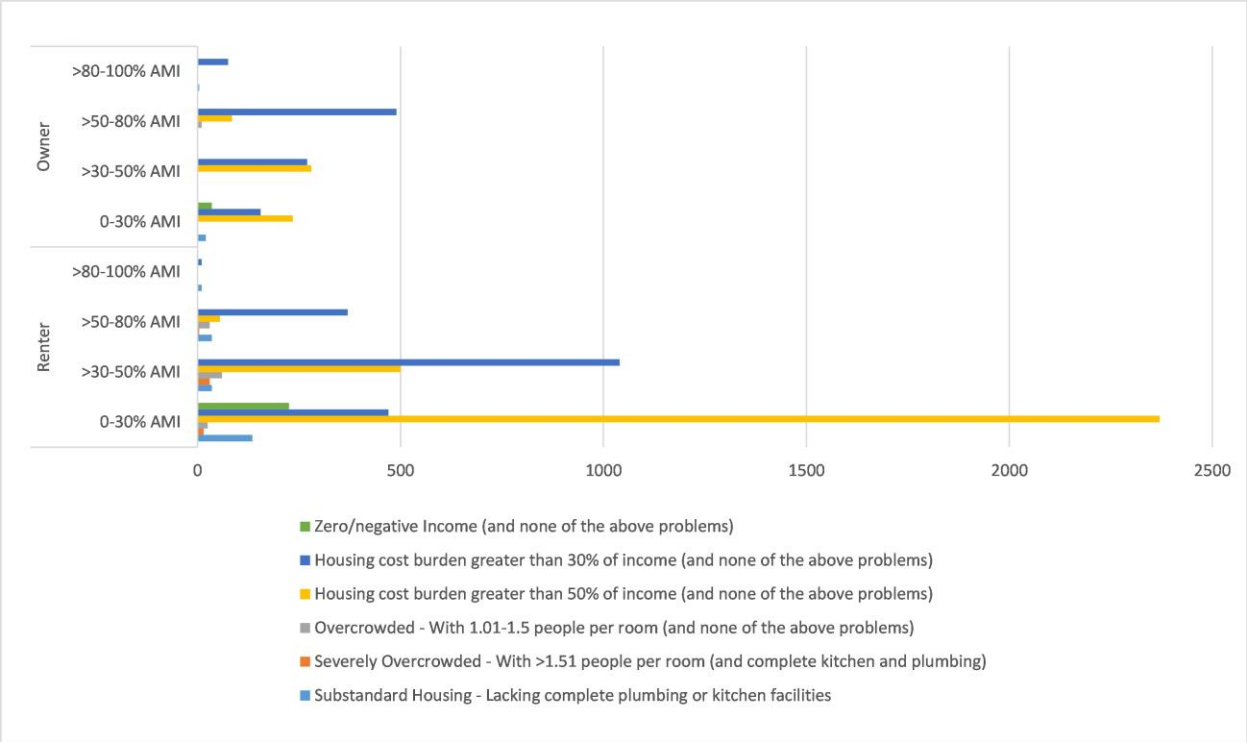
1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	135	35	35	10	215	20	0	0	4	24
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	15	30	4	0	49	0	0	0	0	0
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	25	60	30	0	115	0	0	10	0	10
Housing cost burden greater than 50% of income (and none of the above problems)	2,370	500	55	0	2,925	235	280	85	0	600

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	470	1,040	370	10	1,890	155	270	490	75	990
Zero/negative Income (and none of the above problems)	225	0	0	0	225	35	0	0	0	35

Table 7 – Housing Problems Table

Data Source: 2016-2020 CHAS



Housing Problems by Tenure and AMI

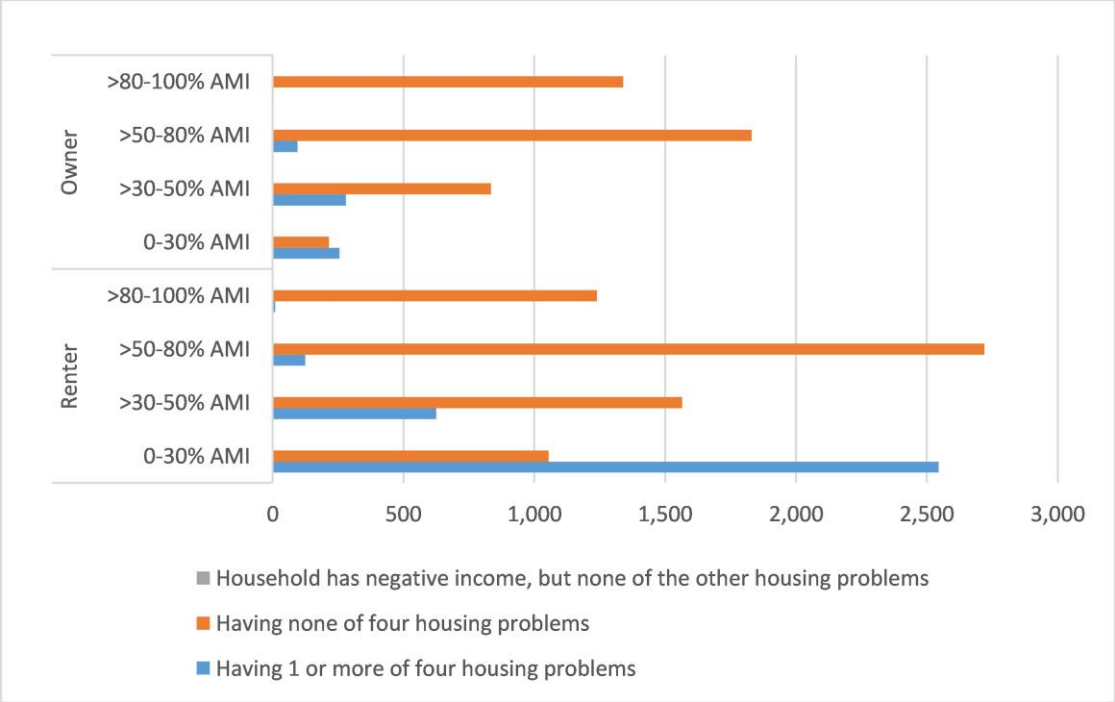
2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen

or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	2,545	625	125	10	3,305	255	280	95	4	634
Having none of four housing problems	1,055	1,565	2,720	1,240	6,580	215	835	1,830	1,340	4,220
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 8 – Housing Problems 2

Data Source: 2016-2020 CHAS



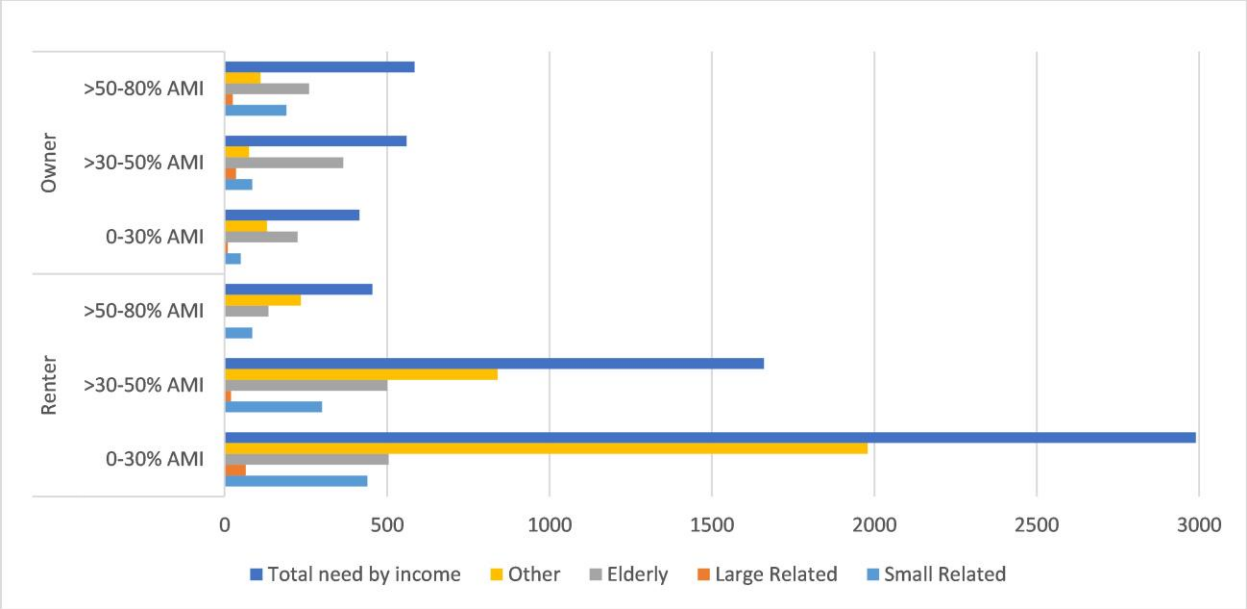
Severe Housing Problems by Tenure and AMI

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	440	300	85	825	50	85	190	325
Large Related	65	20	0	85	10	35	25	70
Elderly	505	500	135	1,140	225	365	260	850
Other	1,980	840	235	3,055	130	75	110	315
Total need by income	2,990	1,660	455	5,105	415	560	585	1,560

Table 9 – Cost Burden > 30%

Data Source: 2016-2020 CHAS



Cost Burden >30% by Tenure and AMI

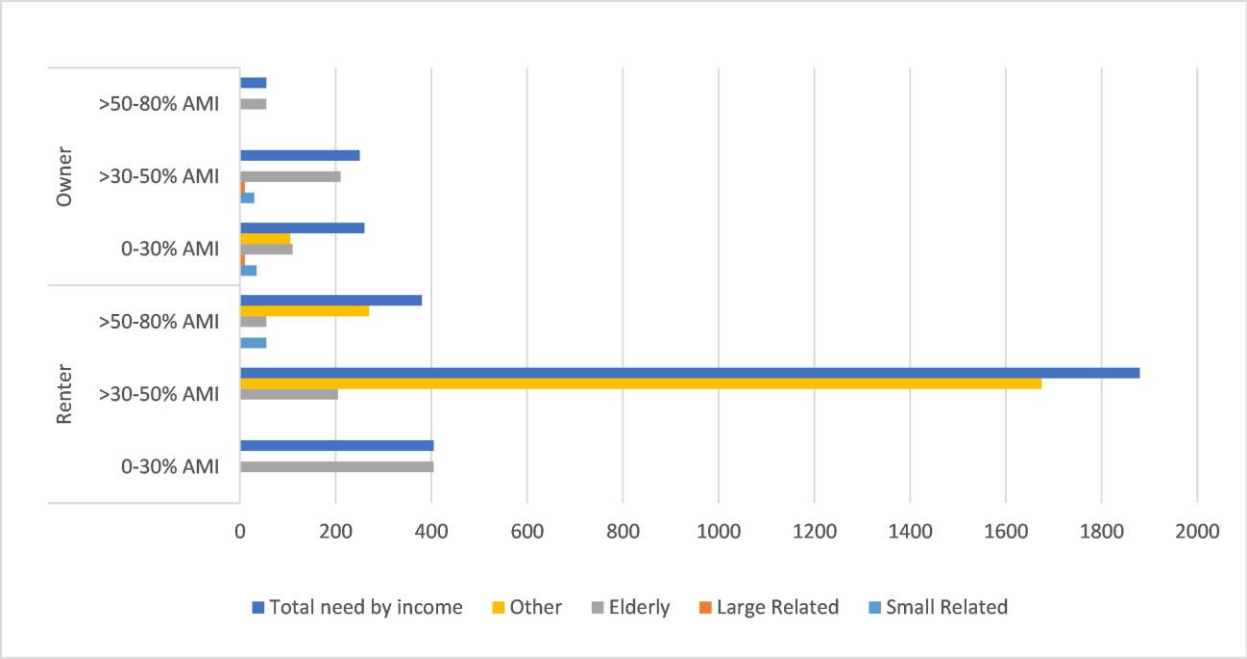
4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	55	55	35	30	0	65
Large Related	0	0	0	0	10	10	0	20
Elderly	405	205	55	665	110	210	55	375

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Other	0	1,675	270	1,945	105	0	0	105
Total need by income	405	1,880	380	2,665	260	250	55	565

Table 10 – Cost Burden > 50%

Data Source: 2016-2020 CHAS



Cost Burden >50% by Tenure and AMI

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	40	10	15	0	65	0	0	10	0	10
Multiple, unrelated family households	0	0	15	0	15	0	0	0	0	0
Other, non-family households	0	80	4	0	84	0	0	0	0	0

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Total need by income	40	90	34	0	164	0	0	10	0	10

Table 11 – Crowding Information – 1/2

Data Source: 2016-2020 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Data Source Comments:

Describe the number and type of single person households in need of housing assistance.

According to 2016-2020 ACS data, approximately 39.2% of all householders in La Crosse are single-person households. 30.3% of owner-occupied households and 46.7% of renter-occupied households are single-person households. Table 6 indicates that 2,320 “small family” households within the City of La Crosse, which includes single-person households, fall under the 80% AMI threshold. Stakeholders identified single-person households as some of the most underserved populations within the City, as families (especially those with young children) are often prioritized by organizations providing housing and/or social support assistance.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Although this statistic is not specifically tracked, the New Horizons Shelter & Outreach Center exclusively serves single women and men, children, and families that are victims of domestic violence, dating violence and sexual assault. In 2024, New Horizons served 503 people, with the emergency shelter serving 138 victims. Of this population, 73% of those seeking rapid rehousing services and 35% of shelter residents identified as Black, Indigenous, or Person of Color (BIPOC). Consultation with the shelter and anecdotal evidence suggests that the total number of estimated victims may be conservative, as domestic violence incidents are typically underreported.

What are the most common housing problems?

The most common housing problem at all LMI levels (80% Area Median Income: $46,438) for renters and owners is cost burden, in which residents pay greater than 30% or more of their income on housing costs. For both renter and owner households at 0-30% AMI, 625 are cost burdened and 2,605 are severely cost burdened (spending over 50% of their income on housing costs). For households at 30-50% AMI, 1,310 are cost burdened and 780 are severely cost burdened. Overall, 1,890 renter households across all LMI levels are cost burdened and 2,925 households are severely cost burdened. Due to the inability to afford quality housing that can reasonably accommodate all family members, extremely low-income renter households (0-30% AMI) are more likely to live in substandard housing and experience overcrowding. Coupled with La Crosse's high population of college students, there is a high demand for low-cost rental housing.

Cost burden is less likely for homeowners due to the comparatively high up-front costs compared to rental housing. 990 households are cost burdened and 600 are severely cost burdened across all LMI levels.

Additionally, the age and quality of La Crosse's existing housing stock is also a concern. Approximately 68.2% of housing stock in the City of La Crosse was built before 1980, with over a quarter constructed before 1940. Lead-based paint was commonly used before 1978 and poses a risk to children who live in older homes that have not been mitigated. Due to the cost of mitigation, lower-income households are more likely to live in homes where lead paint has not been adequately addressed. Please see *MA-20 (Housing Market Analysis: Condition of Housing)* for more information.

Are any populations/household types more affected than others by these problems?

Very low-income (30-50% AMI) and extremely low income (0-30%) households are more likely to experience severe housing problems such as insufficient kitchen/plumbing facilities, overcrowding, or significant cost burden. The tables in this section indicate that extremely low-income renters – often elderly, disabled, and/or residents of color – disproportionately experience housing problems.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Severely cost burdened households are most at-risk of experiencing homelessness due to limited financial flexibility for unexpected expenses, stagnating wages, pre-existing physical or mental ailments, and other risk factors. Within La Crosse, 2,370 renter households and 235 owner households are considered severely cost burdened; per CHAS data, 280 of these households have one or more children aged 6 or younger. Housing-insecure families with young children can face special challenges finding housing following eviction or other emergency circumstances; stakeholders have noted that it is difficult to move multiple children on short notice and there are limited safe options within the City (e.g.

women-centered shelter space is limited and hotel vouchers can be dangerous due to proximity to individuals with criminal or substance abuse histories).

Rapid re-housing is generally successful for the first-time homeless population, especially those that lose their housing due to emergency circumstances. Unsheltered individuals who require additional or ongoing assistance (e.g. financial counseling, mental healthcare, case management, etc.) and the chronically homeless are generally not good candidates for rapid re-housing. These groups often achieve better outcomes through transitional housing programs or permanent supportive housing. At HUD's guidance in recent years, many transitional housing providers in the City of La Crosse have pivoted their efforts towards permanent supportive housing, due to the longer timeline afforded to individuals that need intensive assistance. However, there are voucher programs that can fill this gap in transitional housing options; for example, Couleecap offers tenant-based vouchers for two years of financial assistance for families as long as they settle in adjacent communities.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

N/A

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

For very low and extremely-low income populations, severe cost burden is the greatest challenge to housing stability. This is a combination of high (and consistently increasing) housing costs and low (often stagnating) income. Additionally, personal experiences such as domestic violence, new or existing physical/mental ailments, substance use disorders, and unstable employment can increase the risk of homelessness. The risk of homelessness is further exacerbated by the City's lack of safe and affordable housing options, shortage of available Section 8 vouchers and public housing units, limited funding (and ever-increasing demand) for homelessness prevention resources, and lender/landlord discrimination based on a variety of financial and individual circumstances.

Discussion

The data highlights significant housing challenges in La Crosse, especially for low-income households, with many spending over 30% of their income on housing. Cost burden is a major issue, particularly for renters, leading to overcrowding and substandard conditions.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

This section evaluates disproportionately greater housing needs among households with housing problems. As identified by HUD, the four housing problems are: 1) Lacks complete kitchen facilities; 2) Lacks complete plumbing facilities; 3) More than 1.0 person per room; 4) Cost burden over 30%. "Disproportionately greater need" exists when the percentage of persons in a category of need who are members of a particular racial or ethnic group is at least 10 percentage points higher than the percentage of persons in the category as a whole.

Since white households make up the majority of La Crosse's population (approximately 85.6%), and therefore comprise the majority of residents under the AMI, the category averages align heavily with the prevalence of housing problems for white households. For households experiencing any of the four housing problems, disproportionately greater need exists for the Black/African American, Asian, and American Indian/Alaska Native populations who earn 0-30% AMI and the Hispanic population who earns 50-100% AMI.

Although data show disproportionately greater need for these groups, it should also be noted that the margins of error are high for some of these racial and ethnic groups and make the data less reliable (e.g. for Black, American Indian/Alaska Native, Asian, Native Hawaiian, and Hispanic populations).

While there is no significant concentration of residents of color in La Crosse (as discussed in *NA-30* and *MA-50*), many live in neighborhoods with the highest proportion of low- to moderate-income individuals (<80% AMI). This primarily includes Powell-Poage-Hamilton, Washburn, and Lower Northside. These areas have comparatively high rental and poverty rates, as well as an aging housing stock that is falling into disrepair or may not be noncompliant with modern building codes.

0%-30% of Area Median Income

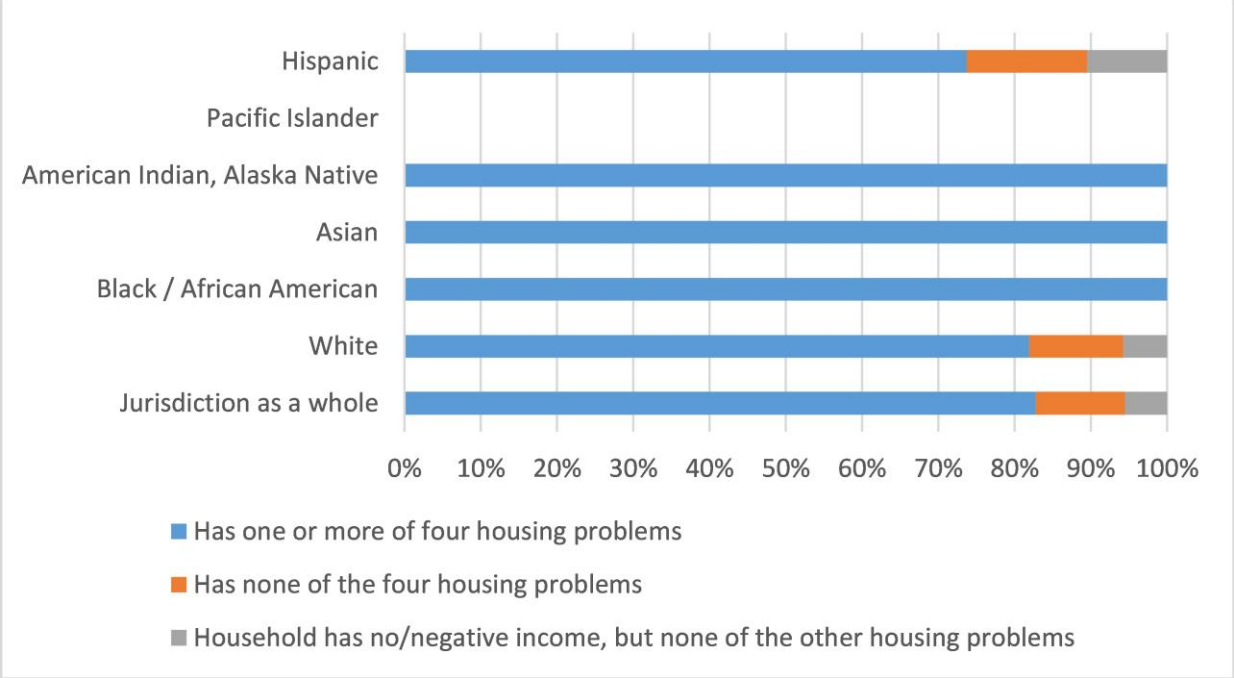
Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,045	430	205
White	2,765	415	195
Black / African American	95	0	0
Asian	80	0	0
American Indian, Alaska Native	24	0	0
Pacific Islander	0	0	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Hispanic	70	15	10

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%



Prevalence of Housing Problems by Race (0-30% AMI)

30%-50% of Area Median Income

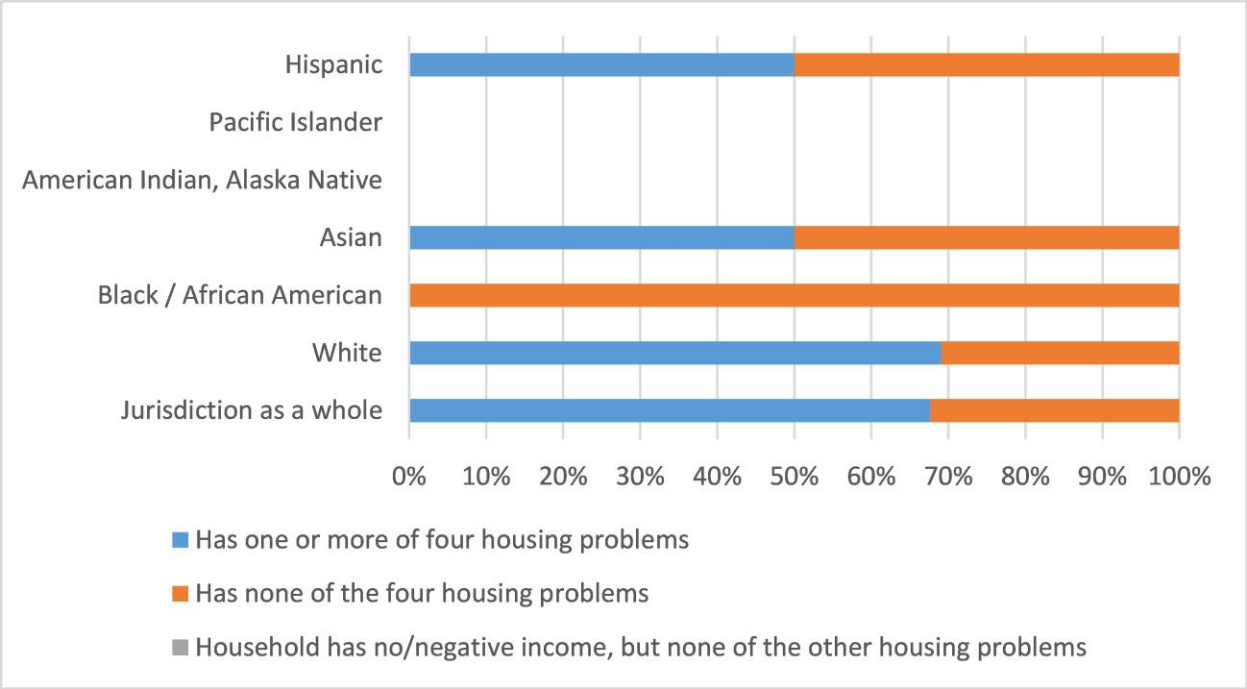
Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,270	1,085	0
White	2,145	960	0
Black / African American	0	20	0
Asian	45	45	0
American Indian, Alaska Native	0	0	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Pacific Islander	0	0	0
Hispanic	55	55	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%



Prevalence of Housing Problems by Race (30-50% AMI)

50%-80% of Area Median Income

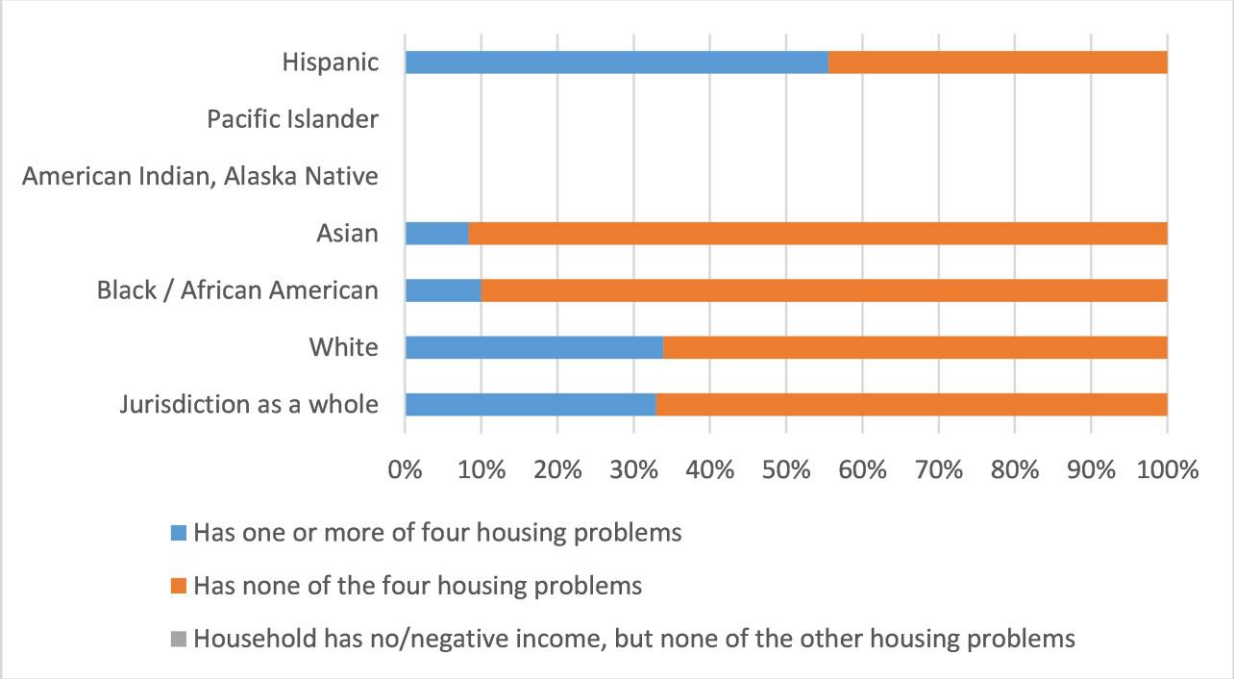
Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,440	2,930	0
White	1,345	2,625	0
Black / African American	10	90	0
Asian	10	110	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	75	60	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%



Prevalence of Housing Problems by Race (50-80% AMI)

80%-100% of Area Median Income

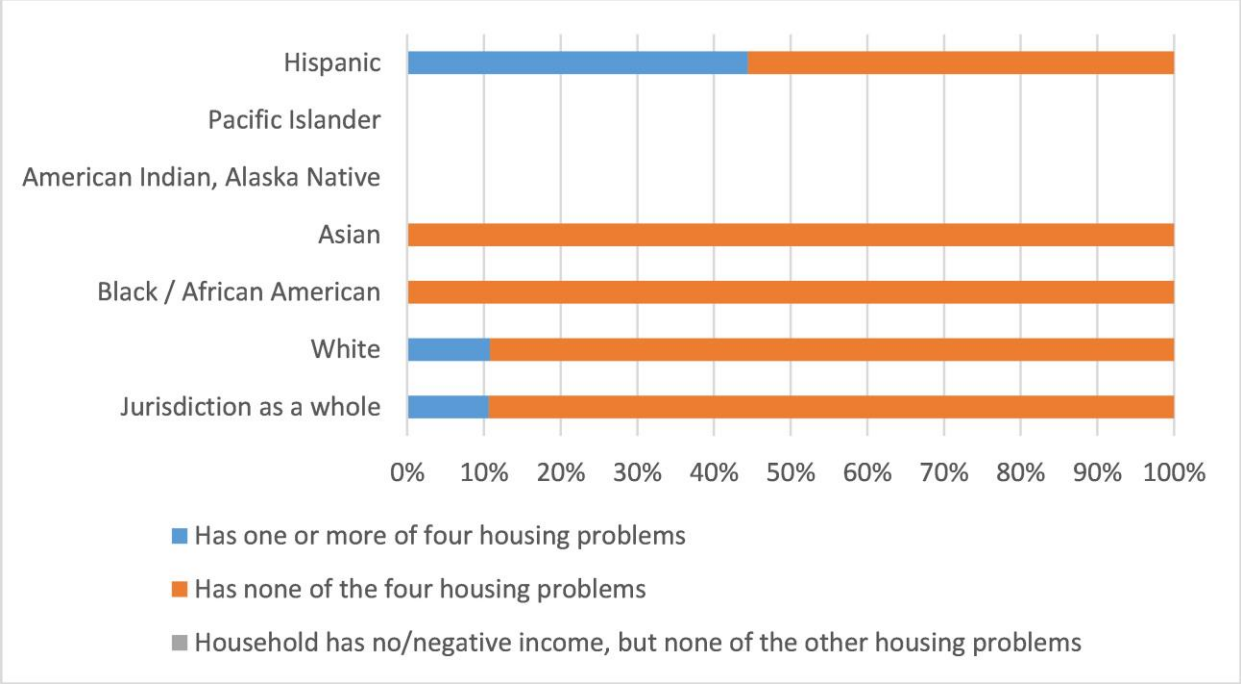
Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	300	2,515	0
White	275	2,275	0
Black / African American	0	10	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Asian	0	210	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	20	25	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%



Prevalence of Housing Problems by Race (80-100% AMI)

Discussion

Households under the AMI threshold are more likely to experience at least one of HUD's four identified housing problems due to the high cost of obtaining high-quality housing or fixing existing nonconformities. As illustrated by the graphs in this section, disproportionately greater need exists for low-income Black/African American, Asian, and American Indian/Alaska Native residents throughout the City. Housing cost burden remains the greatest need, especially in areas of La Crosse that contain the

highest proportion of low- to moderate-income individuals (<80% AMI) and a comparatively high population of Asian/Pacific Islander residents.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

This section evaluates disproportionately greater housing needs among households with *severe* housing problems. As identified by HUD, the four severe housing problems are: 1) Lacks complete kitchen facilities; 2) Lacks complete plumbing facilities; 3) More than 1.5 persons per room; 4) Cost burden over 50%. "Disproportionately greater need" exists when the percentage of persons in a category of need who are members of a particular racial or ethnic group is at least 10 percentage points higher than the percentage of persons in the category as a whole.

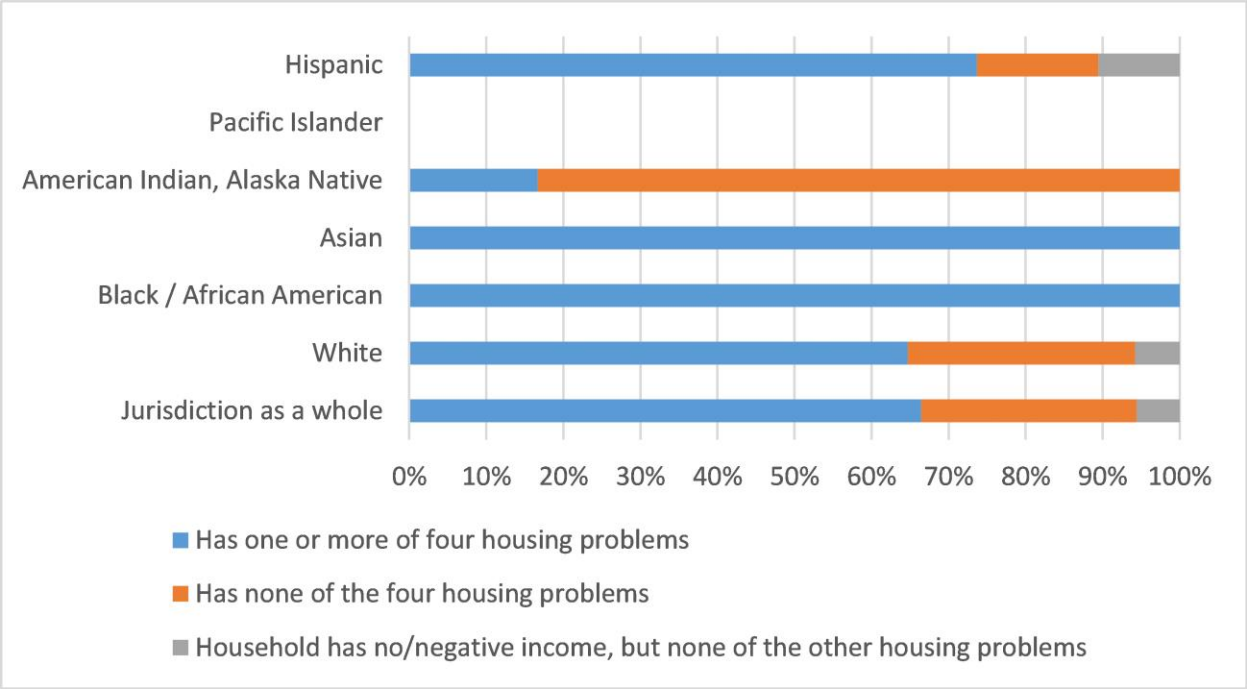
0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,445	1,030	205
White	2,185	995	195
Black / African American	95	0	0
Asian	80	0	0
American Indian, Alaska Native	4	20	0
Pacific Islander	0	0	0
Hispanic	70	15	10

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%



Prevalence of Severe Housing Problems by Race (30-50% AMI)

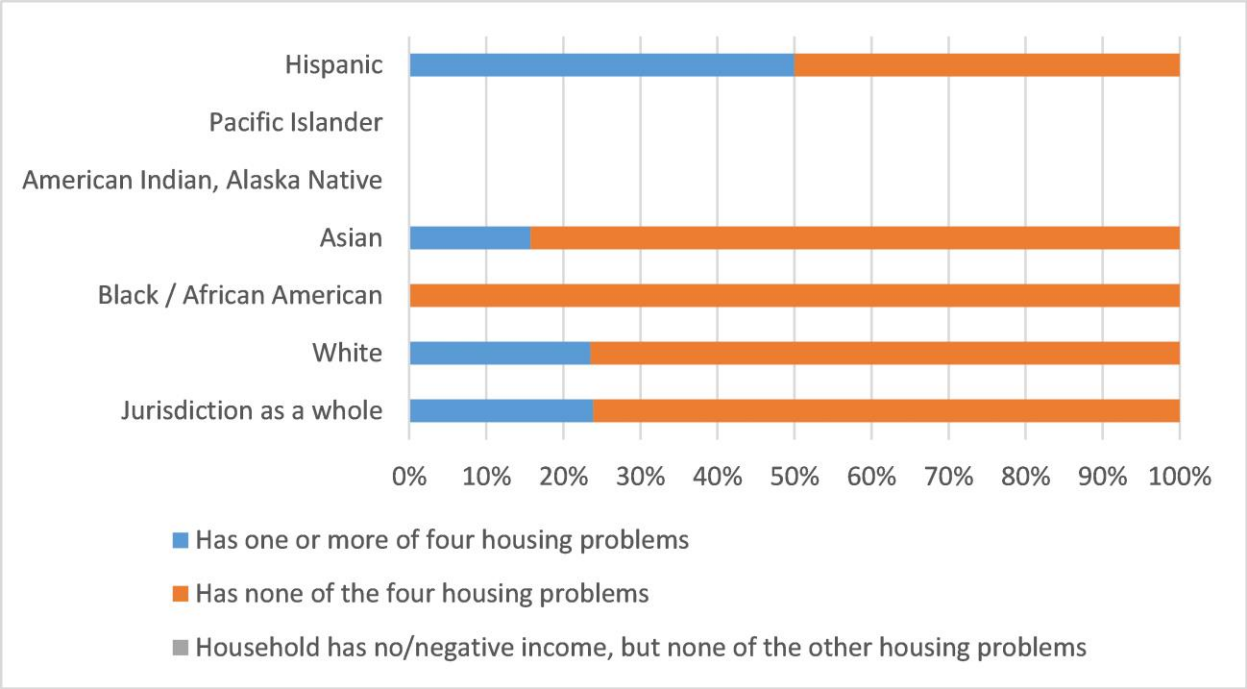
30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	800	2,550	0
White	730	2,375	0
Black / African American	0	20	0
Asian	14	75	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	55	55	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%



Prevalence of Severe Housing Problems by Race (30-50% AMI)

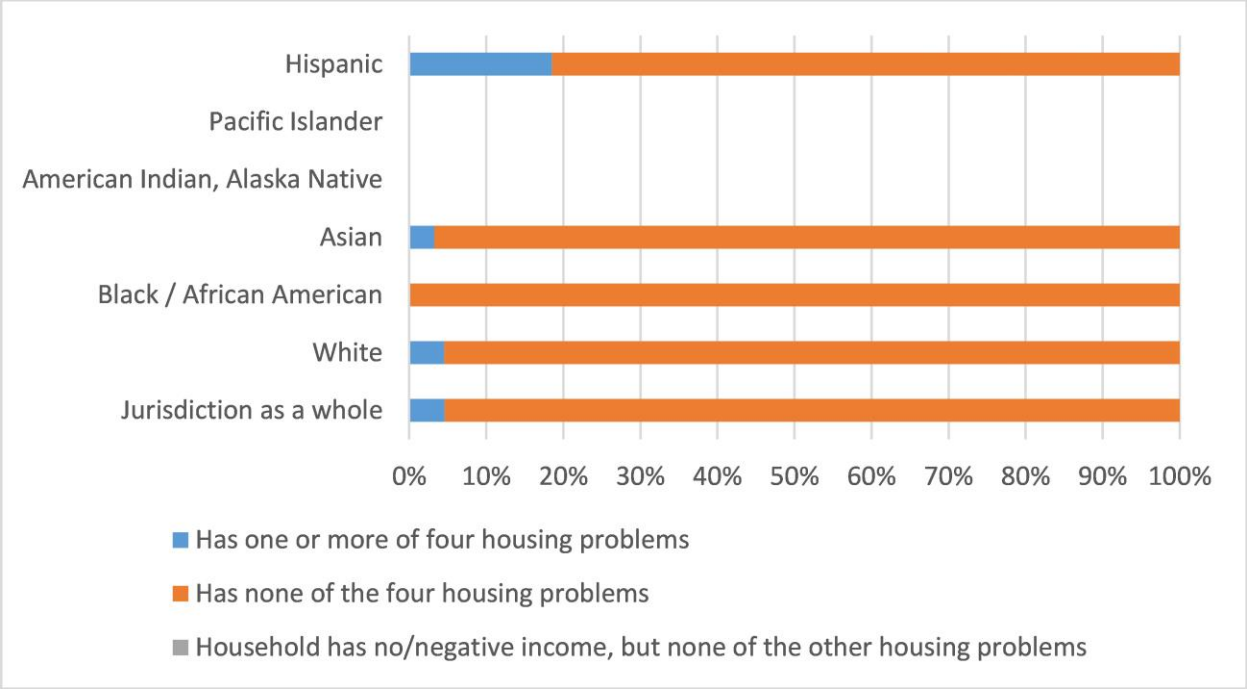
50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	200	4,170	0
White	180	3,795	0
Black / African American	0	100	0
Asian	4	120	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	25	110	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%



Prevalence of Severe Housing Problems by Race (50-80% AMI)

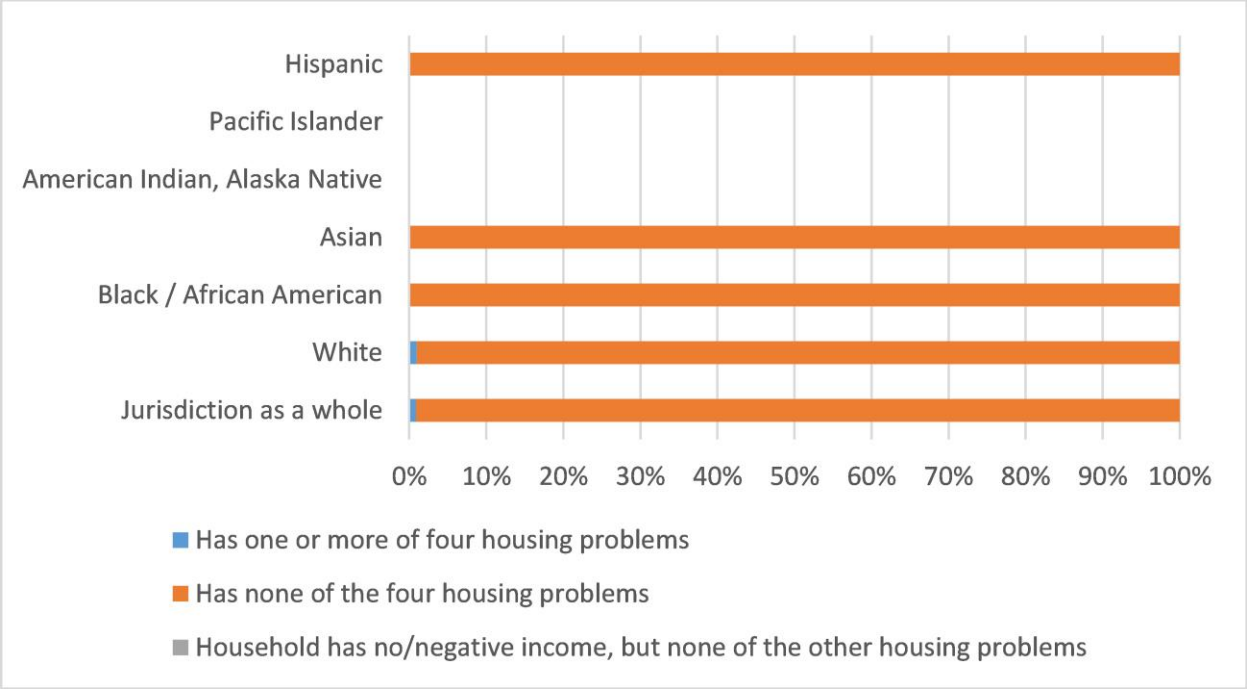
80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	25	2,785	0
White	25	2,525	0
Black / African American	0	10	0
Asian	0	210	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	0	40	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%



Prevalence of Severe Housing Problems by Race (80-100% AMI)

Discussion

Severe housing problems are most prevalent in extremely low-income households (0-30% AMI) due to the lack of safe, affordable housing units in the City of La Crosse and the significant financial burden that housing costs impose on such a limited (or nonexistent) income. Households between 30-100% AMI are less likely to experience severe housing problems (and more likely to experience normal housing problems, with slightly less cost burden and/or overcrowding) because they can afford better housing options and allocate less of their income towards housing.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

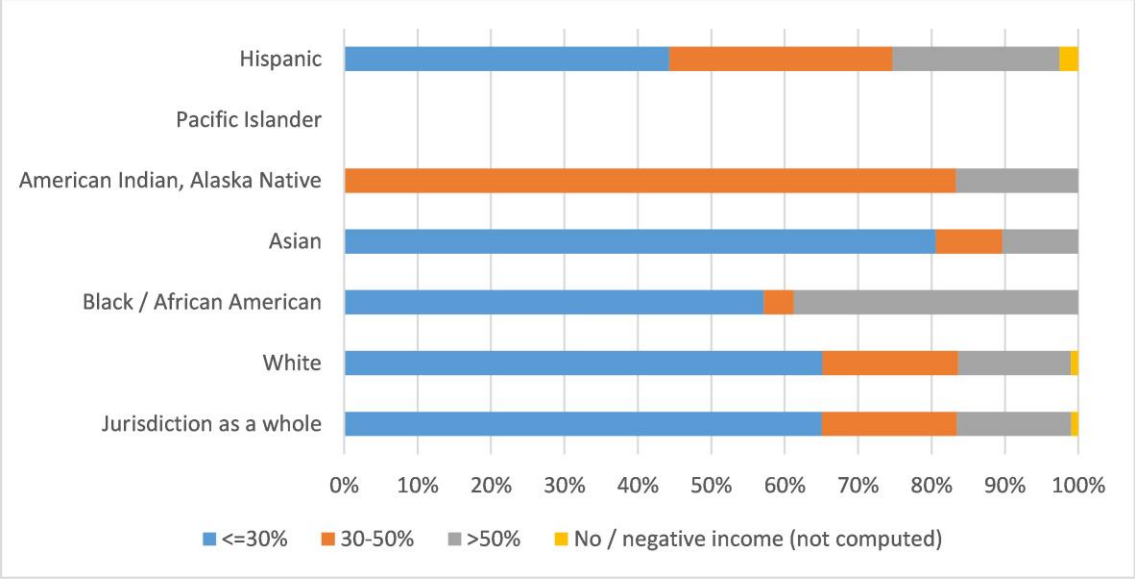
The most common housing problem is cost burden, meaning households spend more than 30% of their income on housing costs.

Housing Cost Burden

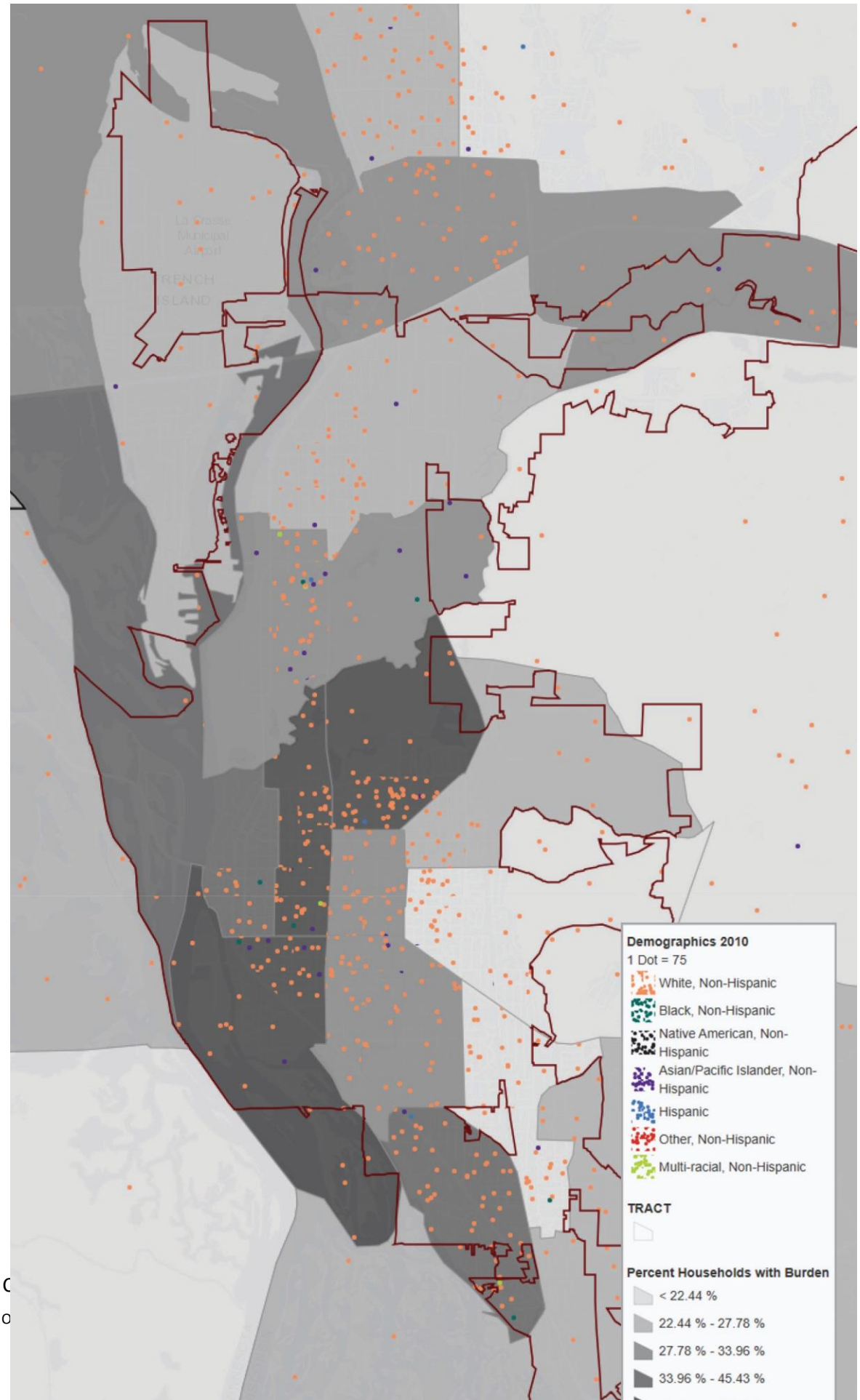
Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	13,620	3,845	3,259	205
White	12,710	3,605	2,995	195
Black / African American	140	10	95	0
Asian	535	60	69	0
American Indian, Alaska Native	0	20	4	0
Pacific Islander	0	0	0	0
Hispanic	175	120	90	10

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2016-2020 CHAS



Prevalence of Cost Burden by Race


La Crosse Municipal Airport
FRENCH ISLAND
Demographics 2010
1 Dot = 75
White, Non-Hispanic
Black, Non-Hispanic
Native American, Non-Hispanic
Asian/Pacific Islander, Non-Hispanic
Hispanic
Other, Non-Hispanic
Multi-racial, Non-Hispanic
TRACT
Percent Households with Burden
< 22.44 %
22.44 % - 27.78 %
27.78 % - 33.96 %
33.96 % - 45.43 %

Demographics of Housing Need

Discussion:

Housing cost burden is significantly more common for renters than for homeowners and is disproportionately greater for residents of color. As shown in the "Demographics of Housing Need" map, the census tracts with the highest prevalence of housing problems, including cost burden, are census tracts 9 (in which 45.43% of households have at least one of the four housing problems), 4 (64.05%), and 5 (61.88%). These align with Washburn, Powell-Poage-Hamilton, UW-La Crosse campus, and Grandview Emerson.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

For households experiencing any of the four housing problems, disproportionately greater need exists for extremely low-income (0-30% AMI) Black/African American, Asian, and American Indian/Alaska Native households, as well as Hispanic households who earns 50-100% AMI.

For households experiencing any of the four severe housing problems, disproportionately greater need exists for extremely low-income (0-30% AMI) Black/African American and Asian households and Hispanic households making 0-80% AMI.

If they have needs not identified above, what are those needs?

- In its 2020 School Resource Officer Program Review, the School District of La Crosse determined that it "disproportionally disciplines and suspends students of color, students in poverty, male students, and students with disabilities." This pattern leads to lower academic achievement and higher dropout rates among these groups, as well as increased risk for involvement in the criminal justice system, barriers to employment and housing, and negative physical and mental health outcomes.
- According to a report conducted on behalf of La Crosse County's Criminal Justice Management Council, "between 2018 and 2021, Black people made up 1.3–1.7% of the population in La Crosse County but accounted for 20% of the people arrested and jailed. In particular, the proportion of Black people accessing deflection and diversion programming through Justice Support Services is low in proportion to arrest rates."
- Through consultations with key community stakeholders, it is evident that a disproportionate percentage of individuals seeking community support services (such as emergency shelters, food and clothing banks, domestic violence services, and mobile healthcare) are people of color.
- While La Crosse's population of foreign-born or Limited English Proficiency (LEP) residents is comparatively small, stakeholders identified a gap in culturally competent and/or native language-speaking assistance programs that cater to low-income households. These services are critical to helping struggling households navigate housing resources, understand leases/mortgages and letters from landlords/banks, and provide advocacy support.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

There do not appear to be any *significantly* concentrated areas of racial or ethnic groups within the City of La Crosse. One method to quantify racial and ethnic concentration is with the Dissimilarity Index, which measures the degree to which two groups living in a region are similarly geographically distributed. Dissimilarity Index values range from 0 (complete integration) to 100 (complete

segregation). HUD identifies a DI value below 40 as low segregation, a value between 40 and 54 as moderate segregation, and a value of 55 or higher as high segregation. For the City's Black population, the 2020 Census dissimilarity index relative to white residents was 25.3, for Hispanics it was 17.3, and for Asians it was 22. These scores indicate low levels of segregation for these groups within La Crosse.

However, the "Demographics of Housing Need" map indicates that the neighborhoods of Powell-Poage Hamilton, Washburn, and Lower Northside and Depot have notable populations of racial minorities, particularly Black/African American and Asian/Pacific Islander households. These neighborhoods also have higher rates of poverty and a higher prevalence of housing problems (see *NA-15* for more information).

NA-35 Public Housing – 91.205(b)

Introduction

The La Crosse Housing Authority provides affordable housing for low-income and fixed-income households, including families, the elderly, and those with disabilities. The Housing Authority currently oversees four family housing properties, nine high-rise towers, and six market rate units for residents with disabilities, totaling approximately 599 units of public housing with capacity for 611 units. Of these units, 95 (15.9%) are either fully ADA-compliant or partially modifiable.

The La Crosse Housing Authority also administers the Section 8 Housing Choice Voucher Program, which assists approximately 199 households throughout the City of La Crosse (184 through tenant-based vouchers and 15 through Veterans Affairs Supportive Housing). While this program can help mitigate the demand on public housing stock, landlord discrimination against voucher holders continues to be an issue in the community. La Crosse's Section 8 allocations are anticipated to decrease moving forward, therefore threatening the future of this program in the City and further straining available housing options for lowest-income residents.

Totals in Use

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	575	137	0	133	4	0	0

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: PIC (PIH Information Center)

Characteristics of Residents

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	12,525	12,188	0	12,426	4,262	0
Average length of stay	0	0	5	4	0	4	0	0
Average Household size	0	0	1	2	0	2	1	0
# Homeless at admission	0	0	2	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	202	18	0	18	0	0
# of Disabled Families	0	0	239	55	0	54	1	0
# of Families requesting accessibility features	0	0	575	137	0	133	4	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	491	92	0	89	3	0	0
Black/African American	0	0	35	38	0	37	1	0	0
Asian	0	0	48	7	0	7	0	0	0
American Indian/Alaska Native	0	0	1	0	0	0	0	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	7	1	0	0	1	0	0
Not Hispanic	0	0	568	136	0	133	3	0	0

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Public Housing Tenants

The Director of the La Crosse Housing Authority reported that the organization's biggest challenge is consistent lease violations of various kinds, including nonpayment of rent, criminal activity, sheltering non-liable guests without permission, and improper care of units. This indicates that an ongoing need for public housing tenants is individual and/or family support that provides mental health resources, teaches basic life skills or assists in daily tasks, and supplies emergency funding assistance.

The Housing Authority's current collaborations with local supportive service organizations have already proven very beneficial to tenants. Residents of each building or development have access to mobile food pantries, resource navigation personnel from various organizations, and youth programming. Entities such as the La Crosse Family Collaborative and School District of La Crosse have embedded social workers in multiple low-income neighborhoods, who can "knit together" location-specific resources and financial aid for public housing tenants and other households in need. However, funding and staff capacity to maintain these programs is tight and as demand for supportive services (especially housing assistance) continues to increase, additional funding and collaboration will be required to adequately address residents' needs.

Accessible Unit Waitlist Applicants

Stakeholders consulted for this Consolidated Plan and Analysis of Impediments to Fair Housing Choice reported a critical need for affordable accessible units in the City of La Crosse. The La Crosse Housing Authority offers 90 ADA-compliant or partial-modification units throughout its developments, representing approximately 15% of its units. While the waitlist for accessible units is comparatively lower than other unit types, turnover is very low. The Housing Authority assesses disabilities and accessibility needs as part of the unit intake or transfer process, as well as modifies existing units in response to reasonable accommodation requests, which may help lessen the need to relocate to a designated accessible unit.

In an effort to decrease the waitlist for accessible units, the Housing Authority built five accessible duplexes within the Schuh Homes complex in 2011, as well as six one-bedroom accessible units in Washburn in May 2020. The City is also expecting to gain 74 additional affordable units from the new "Haven on Main" development project, which will cater to adults with disabilities and/or special needs.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

Public Housing Residents

Residents of public housing and those utilizing Housing Choice Vouchers would benefit from increased access to resources that can help them achieve long-term housing stability and financial independence. This includes support for down payment assistance programs to help transition to homeownership, as well as financial literacy training to improve spending habits and increase savings. These resources are

essential in empowering residents to build a stronger foundation for their future and break the cycle of housing insecurity.

Housing Choice Voucher Holders

Section 8 voucher holders often struggle to find willing landlords and properties that meet federal inspection standards. Quality affordable housing in La Crosse is scarce, even with assistance, and the number of landlords willing to work with Section 8 vouchers is declining locally and regionally. Involvement with the Section 8 program requires landlords to navigate stricter tenant screening requirements, regular HUD inspections, and the possibility of delayed rent payments due to bureaucratic processes, therefore pushing them to work with tenants that can pay directly instead.

How do these needs compare to the housing needs of the population at large

Public housing residents and Section 8 voucher holders (and those on the waitlists) are some of the City's lowest-income households, with a mean annual income of approximately $12,188–$12,525 respectively. Elderly and/or disabled residents are often on fixed incomes, which leaves little wiggle room for other financial obligations or emergency expenses. Reliance on subsidized housing – whether within Public Housing Authority-managed properties or through the Section 8 program – greatly reduces these households' available housing options due to limited supply or discriminatory landlords. Many households also depend on social support services to remain stable in their housing, which are often integrated into public housing communities.

While these populations share some common concerns with the general population, such as affordability and proximity to amenities, the specific needs of public housing tenants and Section 8 voucher holders are often more acute and require targeted interventions and support systems to ensure they have access to safe, stable, and affordable housing.

Discussion

While the Housing Authority plays a critical role in providing affordable housing in the City of La Crosse, the challenges associated with managing units and voucher programs are difficult to address when resources are decreasing. Innovative strategies to support residents and coordinate with partners should be explored to maximize housing opportunities.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

During the COVID-19 pandemic, the City of La Crosse saw a significant increase in people experiencing homelessness. Despite increased federal funding and resources to address these emergency needs, numbers remained stubbornly high and the City sought a way to unify available services and identify long-term solutions. In early 2024, the City of La Crosse partnered with La Crosse County to develop *Pathways Home*, a long-term plan that outlines a framework of staffing/leadership, data reporting processes, and housing policy aimed at achieving "functional zero" homelessness by 2029. According to the plan, achieving 'functional zero' would mean "any instances of homelessness are rare and brief, and the availability of services and resources matches or exceeds demand" within the City. This plan – and the people that put it together – have been instrumental in the development of this Consolidated Plan and accompanying Analysis of Impediments to Fair Housing Choice.

As identified in *Pathways Home* and numerous stakeholder discussions, local factors contributing to homelessness include a lack of quality and affordable housing, low household incomes, stagnating wages and limited access to skilled labor opportunities, declining funding for housing subsidies, and strained support services. At an individual level, these issues can be exacerbated by mental illness, underemployment and unemployment, domestic violence, disabling health conditions, chemical dependencies, criminal justice system involvement, lack of adequate transportation, and poor credit/landlord histories. Addressing homelessness continues to be a high priority in the City of La Crosse.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	13	3	16	20	12	264
Persons in Households with Only Children	0	0	0	0	0	0
Persons in Households with Only Adults	173	61	234	100	65	337

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Chronically Homeless Individuals	62	1	63	0	0	0
Chronically Homeless Families	4	0	4	1	1	695
Veterans	0	0	0	0	0	802
Unaccompanied Child	0	0	0	0	0	0
Persons with HIV	0	0	0	0	0	0

Table 26 - Homeless Needs Assessment

Data Source Comments: City of La Crosse Planning & Development Department - Homelessness Services

Indicate if the homeless population is: Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Specific data surrounding people becoming homeless is challenging to track. According to the Pathways to Housing list (as of April 2025), the average number of days experiencing homelessness is 321. About 16% of those currently unhoused are in shelter. While there are individuals entering homelessness, there are also individuals being placed in housing. From March to April 2025, there was a net increase in homelessness by two individuals. Fourteen people were housed from the Pathways to Housing List in the month of April.

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	0	0
Black or African American	0	0
Asian	0	0
American Indian or Alaska Native	0	0
Pacific Islander	0	0
Ethnicity:	**Sheltered:**	**Unsheltered (optional)**
Hispanic	0	0
Not Hispanic	0	0

Data Source Comments:

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

The estimated number of homeless veterans was 7 as of the April 2025 *Pathways Home* data. Most homeless families are currently sheltered, with the estimated number being under a dozen.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Homelessness in La Crosse tends to disproportionally affect those of racial and ethnic minorities, though the majority of currently homeless individuals identify as white.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Point-in-Time (PIT) counts in January 2025 indicated that in the City of La Crosse, 26 individuals were unsheltered and 124 individuals were sheltered. The *Pathways Home* data is believed to be more accurate because it is continuously updated; April 2025 numbers indicated 261 homeless individuals.

Discussion:

The Pathways to Housing List identifies individuals experiencing homelessness and ensures coordination between resource providers to obtain housing. A key component of housing these individuals is to pair adequate case management needs with the right type of housing. This housing navigation will continue to be a crucial resource in addressing homelessness in the community.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

The special needs population of La Crosse consists of several groups: persons with disabilities, the elderly, and elderly with disabilities. Disabilities are physical or mental health issues that substantially limit one or more life activities such as walking, talking, learning, or caring for oneself (HUD Section 504). These issues include any combination of hearing or vision difficulties, physical difficulties, cognitive or development difficulties, and severe mental illness. The special needs population experiences higher rates of poverty (relative to the general population) due to barriers in accessing education, employment, and healthcare. As a result, finding safe, accessible, and affordable housing within the City of La Crosse is a significant challenge.

Describe the characteristics of special needs populations in your community:

According to 2016-2020 ACS estimates, 6,273 residents (12.4% of the City's total population) have one or more disabilities. The age cohort with the highest number of residents with a disability is those aged 18 to 64, in which 3,275 residents are estimated to have a hearing, vision, cognitive, ambulatory, self-care, and/or independent living disability. The age cohort with the highest percentage of disabilities is those aged 65+, in which 40.75% of residents in that age group are estimated to have a disability. Of the listed disabilities, the most common are cognitive, ambulatory, and independent living difficulties.

Unemployment or underemployment is more prevalent with persons with disabilities than the general population. In La Crosse County, 2016-2021 ACS data indicates that 69.2% of people were either unemployed or out of the labor force entirely (either retired or on SSD) due to a disability, whereas only 28.1% of people without disabilities were unemployed or out of the labor force. Employed persons with disabilities also earned significantly less than persons without disabilities – $20,893 annually compared to $36,195 respectively in 2021.*

*This data was estimated during the height of the COVID-19 pandemic, and therefore may not reflect the current employment or financial circumstances of persons with disabilities post-pandemic.

What are the housing and supportive service needs of these populations and how are these needs determined?

As with many demographics within the City of La Crosse, the greatest need for disabled and/or elderly residents is affordable and safe housing. With a standard monthly Supplemental Security Income (SSI) payment of $1,026 for individuals and $1,547 for couples in 2024, residents with disabilities that are unable to work are very likely to face substantial cost burdens and difficulty finding quality housing. While public housing can meet this need, waitlists are long and, due to the age of the high rise buildings,

units may not adequately accommodate modern wheelchairs or mobility equipment. La Crosse has fifteen accessible units available through the Housing Authority, though turnover is very low.

For those that wish to live independently (and/or must remain in place due to a lack of alternative housing options), homes can be outfitted with accessibility modifications, assistive devices, and care assistance for personal hygiene and home maintenance. However, the majority of homes in the City of La Crosse are older (with nearly a quarter built before 1940 alone) and were not constructed with accessibility as a priority. Accessibility modifications can be prohibitively expensive out-of-pocket and can potentially sacrifice the resale value of the home (e.g. removing space from a bedroom to make the bathroom bigger may reduce the total number of compliant bedrooms in the home).

Supportive service needs for persons with disabilities include advocacy assistance (including gaining self-advocacy skills and acute negotiation services for benefits, housing issues, education access, etc.), independent life skills development/reinforcement, and ongoing case management as needed (e.g. medication management, mental health counseling, transportation connections, healthcare access, etc.). These needs were determined through consultation with local organizations that provide support services for special needs populations in La Crosse.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

The State of Wisconsin receives Housing Opportunities for Persons with AIDS (HOPWA) funding to identify, assess, and address needs of persons with HIV/AIDS. The City of La Crosse does not receive this funding to directly address this issue. According to the 2022 Wisconsin HIV/AIDS Surveillance Annual Review (published by the Wisconsin Department of Health Services), in 2022 there were 2 new reported cases of HIV infection in La Crosse, with 101-300 infected residents estimated to live in the County in total. Wisconsin trends from 2013-2022 indicate that young men and people of color are disproportionately affected by HIV.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

N/A

Discussion:

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Improvements to public facilities (recreation/community centers and public safety buildings) emerged as a relatively low priority for community input survey respondents; however, improvements to libraries were generally seen as "very important" (see the "Survey Responses for Public Improvements" graph). The City of La Crosse and the School District of La Crosse have identified public facility needs to be addressed in the coming years, including:

- Consolidating elementary schools and replacing/renovating remaining buildings;
- Improvements to major north-south corridors;
- Parks improvements and modernization;
- Safety and Lighting.

How were these needs determined?

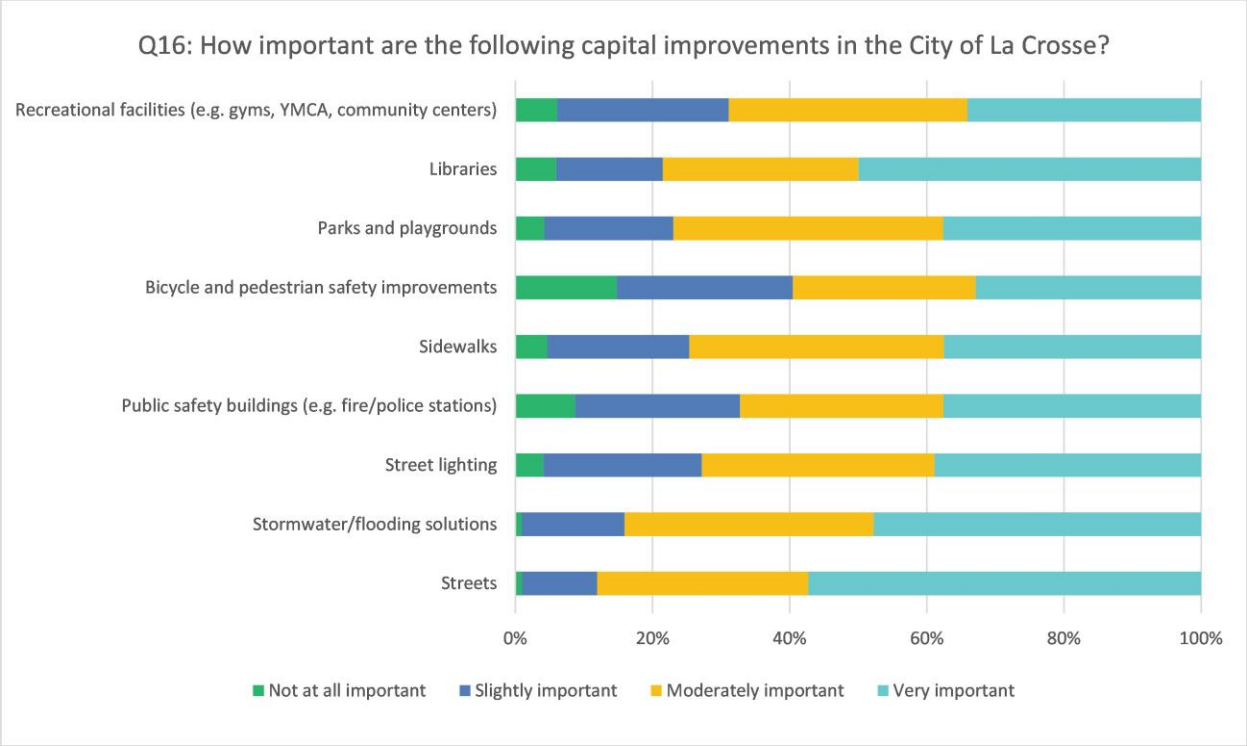
Public engagement through meetings and community input survey, consultation with stakeholders and City staff, City of La Crosse's 2025-2029 Capital Budget.

Describe the jurisdiction's need for Public Improvements:

Input survey respondents generally favored improvements to stormwater/flooding mitigation solutions and streets over other potential capital improvement projects. Parks are a key priority for residents, though when using CDBG dollars, it fell lower in priority than other public improvements like floodplain, stormwater mitigation, and housing needs.

How were these needs determined?

Public engagement through meetings and community input survey, consultation with stakeholders and City staff, City of La Crosse's 2025-2029 Capital Budget.



Survey Responses for Public Improvements

Describe the jurisdiction's need for Public Services:

Input survey respondents identified the following as the highest-priority public services to fund in the coming years: (1) homelessness services, (2) mental health services, (3) crime prevention & public safety, (4) homeownership assistance, and (5) substance abuse services (see the "Survey Responses for Public Services" table). The need for homelessness services and mental health services was reiterated by many key stakeholders, as demand for homelessness assistance and prevention has steadily increased in the City of La Crosse since the COVID-19 pandemic. Enhanced mental health services – particularly those that are affordable and culturally component for a wide range of backgrounds – would be beneficial to reinforce housing stability efforts and improve outcomes in many other social support sectors.

How were these needs determined?

Public engagement through meetings and community input survey, consultation with stakeholders.

ANSWER CHOICES	RESPONSES	
Mental health services	51.18%	281
Homeownership assistance (down payment/closing cost assistance, housing rehabilitation, etc.)	31.69%	174
Crime prevention and public safety	41.71%	229
Homelessness services (housing, shelters, counseling)	52.64%	289
Low-cost healthcare services	24.04%	132
Substance abuse services and prevention	29.69%	163
Domestic violence/child abuse prevention	21.31%	117
Youth services and programs	16.39%	90
Childcare services	24.23%	133
Parks and recreation (parks, playgrounds, community events)	17.30%	95
Community social workers and case management	20.22%	111
Job training	11.29%	62
Transportation services (bus, car repair)	8.74%	48
Food banks	12.39%	68
Emergency shelters	11.11%	61
Tenant/landlord counseling	7.47%	41
Financial counseling services	8.01%	44
Total Respondents: 549		

Survey Responses for Public Services

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The Market Analysis provides a sense of the state of housing, homelessness, special populations, and affordable housing in the City of La Crosse. Many insights in this section were informed by the City's 2024 Housing Study and recent Analysis of Impediments to Fair Housing Choice, as well as public engagement completed for those processes.

Housing Stock

2016-2020 ACS data indicates that the most common unit type in the City of La Crosse is single-unit detached homes (49.6% of all units), followed by multi-family buildings with 20+ units (16.1%), buildings with 3-4 units (7.9%), and buildings with two units (7.7%).

The housing stock in the City of La Crosse is generally older, with approximately 68.2% of housing built before 1980; over a quarter of the City's homes were constructed before 1940 alone. These older homes often require extensive maintenance and mitigation of hazardous materials (e.g. lead paint and asbestos), which present significant financial barriers to low-income residents and first-time homebuyers. A combination of low property values, comparatively high property tax rates, rising construction/rehab costs, and absentee property managers has led to the deterioration of many residential structures throughout the City. Coupled with a competitive renter and buyer market, current owners or property managers are not incentivized to improve the properties to attract interest.

Due to the myriad of barriers to new development – namely the geographic restrictions created by the City's floodplains, bluffs, adjacency to the Mississippi River, and boundary constraints from neighboring communities – the City must prioritize improving the quality and affordability of its existing housing stock.

Housing Cost

As with many parts of the County, housing affordability is a significant issue in La Crosse, particularly for renters. According to the 2016-2020 ACS data, nearly half (46.5%) of La Crosse's renters are considered "cost burdened" (paying more than 30% of income on housing costs) compared to 18.46% of homeowners. Additionally, HUD's 2023 Fair Market Rent for the City of La Crosse was higher than that of peer Wisconsin cities Wausau, Appleton, and Eau Claire for every unit size, with an average of $1,132 per month compared to $945, $985, and $988 respectively.

Tenancy

The City of La Crosse's homeownership rate (45.5%) is considerably lower than comparably sized Wisconsin cities (Eau Claire – 56.6%, Kenosha – 57.4%, and Madison – 47.6%) and the State of Wisconsin as a whole (67.1%). This is likely due, in part, to a high transient college student population served by

three post-secondary educational institutions and permissive zoning that allowed the rapid conversion of single-family homes to multi-unit rental properties up until the mid-1990's.

Vacancy Rate

A vacancy rate between one and two percent is considered ideal in the homeowner market. A five percent rental vacancy rate is typically considered ideal because it indicates a balanced market, where potential renters can find units that meet their needs and landlords can keep prices stable. According to 2016-2020 ACS data, the homeowner vacancy rate in La Crosse was approximately 2.5% in 2020, indicating a relatively healthy owner's market. The rental vacancy rate was approximately 4% – slightly below the desirable rate for the rental market but still healthy.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

Like most communities in Wisconsin, the most common unit type in City of La Crosse is single-unit detached homes (49.6%), followed by multi-family buildings with 20+ units (16.1%), buildings with 3-4 units (7.9%), and buildings with two units (7.7%). Approximately 56.9% of the housing stock in the City is intended for single families, including single-unit detached homes, attached homes, and mobile homes.

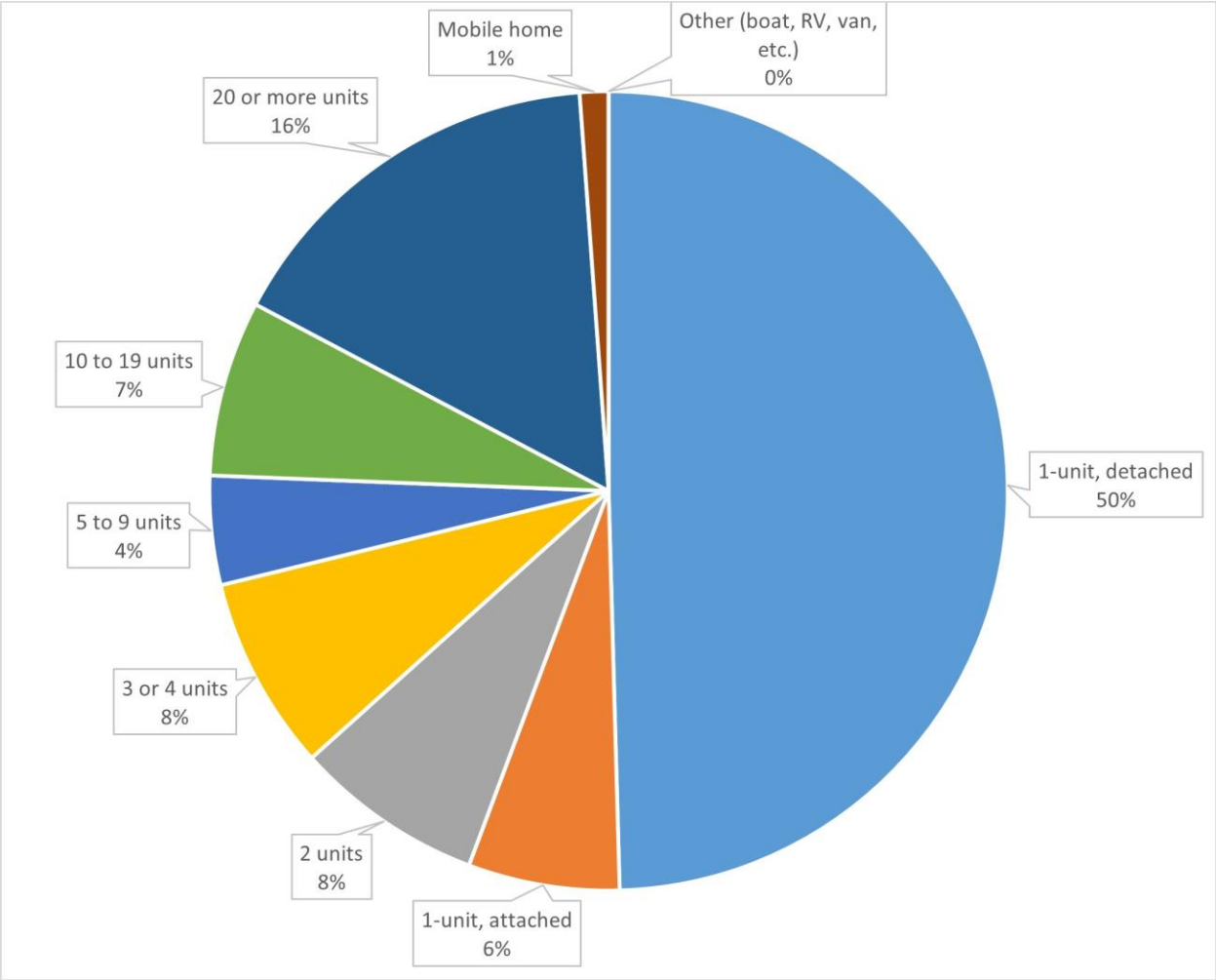
Unit size varies between owner and rental markets. The majority of owner-occupied units (68%) have three or more bedrooms, whereas the size of renter-occupied units is relatively well dispersed between 1-, 2-, and 3+ bedroom units (31%, 34%, and 28% respectively). There are considerably fewer efficiency (studio) units than other sized units.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	11,260	50%
1-unit, attached structure	1,395	6%
2-4 units	3,525	16%
5-19 units	2,620	12%
20 or more units	3,660	16%
Mobile Home, boat, RV, van, etc	265	1%
Total	***22,725***	***100%***

Table 27 – Residential Properties by Unit Number

Data Source: 2016-2020 ACS



Structure Type

Unit Size by Tenure

	Owners		Renters	
	Number	**%**	**Number**	**%**
No bedroom	110	1%	820	7%
1 bedroom	215	2%	3,570	31%
2 bedrooms	2,795	29%	3,985	34%
3 or more bedrooms	6,550	68%	3,200	28%
Total	***9,670***	***100%***	***11,575***	***100%***

Table 28 – Unit Size by Tenure

Data Source: 2016-2020 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

In 2021, the inventory of federally subsidized rental housing in the City of La Crosse included a total of 1,511 units, representing 12.4% of the city's total rental stock.

The La Crosse Housing Authority provides 599 units of housing with capacity for 611 units; of these units, 95 (15.9%) are either fully ADA-compliant or partially modifiable. The Housing Authority also administers 199 Section 8 Housing Choice vouchers (184 through tenant-based vouchers and 15 through Veterans Affairs Supportive Housing). All tenants of public housing and Section 8 voucher holders must be below 80% of the county median income and most of the tenants are below 50% of the county median income.

The City of La Crosse has several active WHEDA tax credit (Section 42) developments for low- to moderate-income families making below 80% of the county median income. There are nine Section 42 family developments with a total of 608 units and 2 facilities for elderly tenants with a total of 65 units.

At a local level, the City of La Crosse has provided housing rehabilitation assistance to 1,163 low- to moderate-income homeowners since the inception of the program in the 1980's. The City of La Crosse has also provided 55 new, affordable homes for low- to moderate-income homebuyers in the same time frame.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

There are 201 affordable units that will expire in 2025 and restrictions on an additional 30 units are set to expire by 2030. In some cases, the units may remain affordable even after the restrictions expire due to rental market conditions. However, the removal of the affordability restrictions will allow for rents to rise substantially if owners do not renew, reducing the stock of units renting at an affordable level.

Does the availability of housing units meet the needs of the population?

The availability of housing units does not meet the needs of the population of La Crosse. There is a significant lack of decent, affordable housing for extremely low- and low-income households, persons with disabilities, and permanent or transitional housing for the homeless. Waitlists for the Housing Authority's units and Section 8 vouchers are currently in the double- or triple-digits, further underscoring the lack of affordable housing. Please see *NA-10 (Housing Needs Assessment)* for more information.

Describe the need for specific types of housing:

- Quality, affordable housing for low-income households;
- Quality, affordable housing for extremely low-income households;
- Quality, accessible housing for families and single individuals;
- Quality, affordable, accessible housing for persons with disabilities;

- Permanent and transitional housing for homeless individuals and families, including but not limited to communal living options (paired with live-in staff that provide wraparound services), group homes, and emergency options for those that are homeless due to sudden circumstances;
- Housing for young professionals and residents that do not wish to own a house.

Discussion

The shortage of available affordable housing units showcases the need to increase the supply of owner-occupied and rental units affordable to households making less than area median income.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

The City of La Crosse's median home value and median contract rent have both increased 16% between 2009 and 2020. Wages have not increased proportionally, therefore requiring residents to spend more of their income on housing than ever before. Affordable housing, especially rental housing, continues to be a primary concern in the City of La Crosse.

Cost of Housing

	Base Year: 2009	Most Recent Year: 2020	% Change
Median Home Value	130,100	150,500	16%
Median Contract Rent	616	712	16%

Table 29 – Cost of Housing

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Rent Paid	Number	%
Less than $500	2,160	18.7%
$500-999	6,780	58.6%
$1,000-1,499	1,830	15.8%
$1,500-1,999	595	5.1%
$2,000 or more	205	1.8%
Total	***11,570***	***100.0%***

Table 30 - Rent Paid

Data Source: 2016-2020 ACS

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	1,050	No Data
50% HAMFI	4,060	1,170
80% HAMFI	8,645	3,420
100% HAMFI	No Data	4,778
Total	***13,755***	***9,368***

Table 31 – Housing Affordability

Data Source: 2016-2020 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	685	799	1,024	1,409	1,744
High HOME Rent	531	624	826	1,140	1,429
Low HOME Rent	531	624	826	1,021	1,140

Table 32 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

There is a significant lack of affordable, quality housing in the City of La Crosse, especially for households with yearly incomes less than 50% AMI (<$20,000). Affordable housing, in any condition, is nearly non-existent for households with yearly incomes at 0-30% AMI. The units that are affordable to this income level are almost entirely public housing units with rents set at 30% of gross income and are heavily subsidized by the federal government. However, waitlists for these units are long and Section 8 housing choice vouchers (that would normally subsidize market-rate housing for remaining households) are incredibly limited.

It is estimated that 1,890 households making under 100% AMI are cost-burdened (spending greater than 30% of one's income on housing costs) and 2,925 are severely cost burdened (spending more than 50% on housing costs). Due to the lack of affordable housing options within the City, these households are the most at-risk for homelessness and likely live in the lowest quality housing and/or in crowded conditions. For more information, please see *NA-10 (Housing Needs Assessment)*.

How is affordability of housing likely to change considering changes to home values and/or rents?

According to 2016-2020 ACS data, rental costs in the City of La Crosse increased nearly 35% between 2010–2020 and are likely to continue to do so due to low rental housing inventory and high demand. In the same time period, owner-occupied home values increased approximately 20.4%, but are still lower than the state and national average. Considering drastic increases in construction costs and limited opportunities for new development within the City, new units added to the market will likely increase the median rent and ownership cost at a higher rate than simply rent-inflation in a static market.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

As shown in Table 36, La Crosse's Fair Market Rent is higher than low/high HOME rents, indicating that the HOME program is offering a potentially subsidized or below-market rent compared to what landlords could typically charge in the current market. However, La Crosse's median gross rent ($820 in

2020) is considerably higher than both the Fair Market Rent and HOME rents for efficiency and one-bedroom units, meaning that the average rent for most rental units is currently above what is considered reasonable for the City's current stock and quality. Since the value of Section 8 vouchers is partially determined by HOME rent levels, high median rent limits the availability of housing that is affordable to a Section 8 voucher holder.

Going forward, it is critical that La Crosse produces housing at fair market rent and preserves existing housing that is considered affordable, particularly efficiency and one-bedroom units.

Discussion

Affordability is one of the biggest issues with La Crosse's housing market, especially for its lowest-income residents. Due to the old age and declining condition of many residential structures within the City, households are paying more for lower-quality housing. Continuing to rehabilitate or replace La Crosse's dilapidated housing, assisting households in acquiring housing aid, and enhancing the stock of affordable housing can help address this issue, although funding and capacity (for both the City of La Crosse and local non-profits) are limited.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

The condition of La Crosse's housing stock is generally poor as noted by key stakeholders and community input survey respondents. Approximately 68.2% of La Crosse's housing units were built before 1980, which are much more likely to contain lead-based paint, asbestos, and other toxic materials. These hazards are a barrier to housing rehabilitation as inspections and mitigation efforts can be cost prohibitive for many households. Many owner- and renter-occupied units are considered "cost burdened" (paying more than 30% of their income on housing costs) and are therefore less likely to pay for maintenance projects that enhance the safety of their home. Additionally, the City's high demand for rental housing disincentivizes landlords/property managers from investing in necessary maintenance and upgrades due to the high number of potential tenants readily available to fill vacancies.

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

Substandard housing is defined as a housing unit that fails to meet La Crosse Housing Code standards (Section 103-443, City of La Crosse Municipal Code of Ordinances).

Substandard condition but suitable for rehabilitation is defined as a substandard housing unit that is structurally sound and economically feasible to repair (La Crosse Replacement Housing Program Policy).

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	1,690	17%	4,975	43%
With two selected Conditions	10	0%	330	3%
With three selected Conditions	20	0%	0	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	7,950	82%	6,265	54%
Total	***9,670***	***99%***	***11,570***	***100%***

Table 33 - Condition of Units

Data Source: 2016-2020 ACS

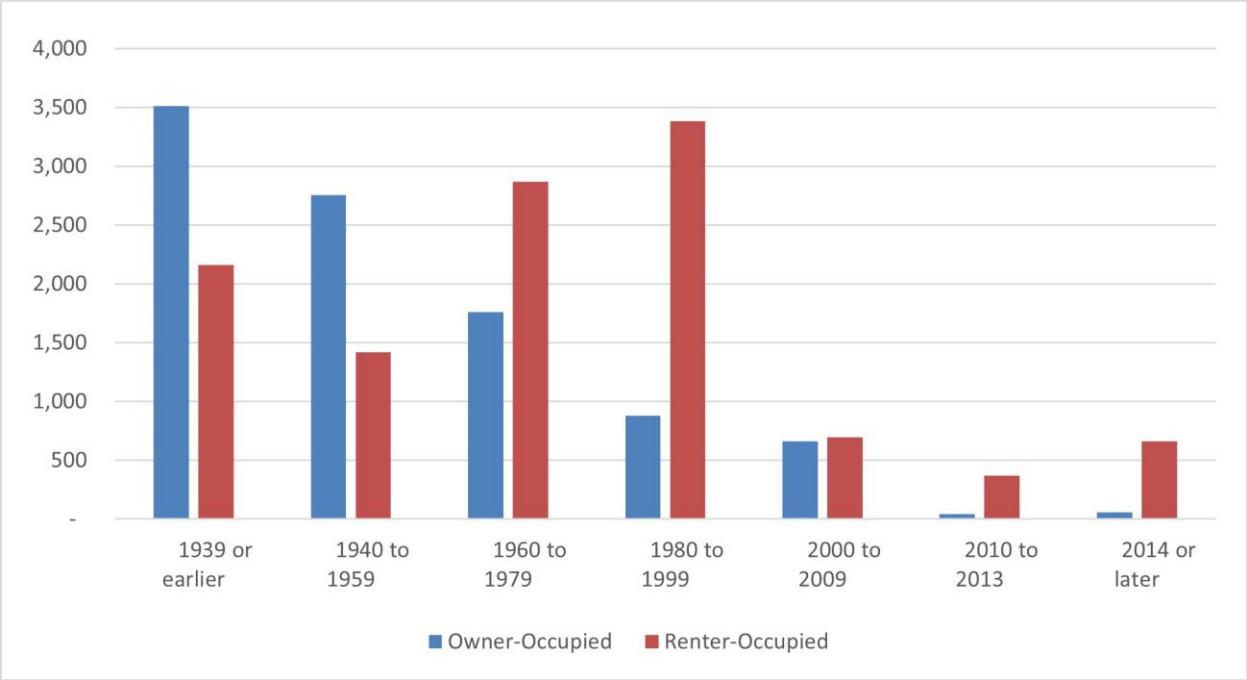
Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	765	8%	1,735	15%
1980-1999	875	9%	3,385	29%
1950-1979	3,275	34%	3,820	33%

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Before 1950	4,750	49%	2,635	23%
Total	***9,665***	***100%***	***11,575***	***100%***

Table 34 – Year Unit Built

Data Source: 2016-2020 CHAS



Year Unit Built

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	8,025	83%	6,455	56%
Housing Units build before 1980 with children present	445	5%	165	1%

Table 35 – Risk of Lead-Based Paint

Data Source: 2016-2020 ACS (Total Units) 2016-2020 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 36 - Vacant Units

Data Source: 2005-2009 CHAS

Need for Owner and Rental Rehabilitation

According to HUD definitions, the four severe housing problems are: 1) lacks complete plumbing facilities, 2) lacks complete kitchen facilities, 3) more than 1.5 persons per room, and 4) cost burden greater than 50%.

As discussed in *NA-10*, approximately 33.4% of all rental units and 13% of all owner-occupied housing units in La Crosse have at least one of the severe housing issues listed above. These housing conditions are almost entirely related to cost burden rather than substandard conditions or overcrowding; however, this increases the likelihood that households won't be able to afford maintenance or will opt to live in a unit with other families to lower the cost burden, leading to overcrowded conditions.

Due to high rental demand driven by shifting housing/economic trends and the City's high college student population, many single-family homes have been converted into multi-family dwellings. Historically, weak code enforcement combined with the high wear-and-tear from transiency in these units has led to the dilapidation of these converted multi-family dwellings. For owner-occupied housing, rehabilitation need is especially prevalent for lower-income households, elderly residents, and residents with mobility difficulties, as money may be too tight or it may be too physically difficult to make non-essential repairs; therefore, issues compound and homes continue to deteriorate.

It is likely that most of the roughly 3,305 renter-occupied units and 634 owner-occupied units with a selected severe housing problem are in need of varying degrees of rehabilitation, from exterior repairs/improvements (e.g. roofing, paint/siding, landscaping) to structural issues and interior needs (e.g. energy efficiency improvements). Several local organizations, such as Couleecap and Habitat for Humanity, assist low-income residents with rehabilitation projects; however, the stigma of working with these programs often deters contractors or results in shotty craftsmanship. These organizations are also unable to use CDBG funding within the City of La Crosse – including for rehabilitation projects – requiring additional collaboration and coordination with City staff to continue these efforts.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

Approximately 68.2% of La Crosse's housing units were built before 1980. Since lead-based paint (LBP) was commonly used before 1978, it is likely that a large percentage of the City's housing stock contains lead-based paint and other hazardous toxins. According to the EPA's *Steps to Lead Safe Renovation, Repair and Painting* Report (October 2011), 69% of all homes built between 1940 and 1959 contain LBP, while 87% of homes built before 1940 contain LBP. The concentration of lead in the paint itself is higher in older houses as well; concentrations of lead can be up to 40% in LBP manufactured prior to 1940. Approximately one-third of La Crosse's housing stock was built prior to 1939.

Table 39 indicates that 5% of renter-occupied units and 1% of owner-occupied units built before 1980 are currently inhabited by families with children. This is notable because lead exposure is particularly

destructive to babies and children under age 5 — the critical ages for brain development — causing lifelong neurological, cognitive and physical impairment.

According to Wisconsin Department of Health Services' 2018-2021 estimates for childhood lead poisoning, 1.98% of children under 6 years old (84 tested total) in La Crosse County had a confirmed blood level of >5µg/dL, signifying lead poisoning. The highest percentages of childhood lead poisoning occurred in the western-most census tracts of La Crosse, encapsulating Washburn, Powell-Poage Hamilton, and Spence neighborhoods, which have a high density of older homes.

Discussion

The City of La Crosse's housing stock is old, with nearly three-quarters of all housing units being constructed before 1980. This means that many units are in need of repairs and more likely to contain lead-based paint, asbestos, and other toxic material. Continued rehabilitation efforts will be critical to preserve La Crosse's aging housing stock and ensure that residents of all income levels have access to safe, affordable housing.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The Housing Authority is governed by a board of five commissioners who are appointed by the Mayor and confirmed by the Common Council.

The La Crosse Housing Authority operates 599 public housing units and administers approximately 199 Section 8 housing vouchers within the City. The Housing Authority is currently designated as a "High Performer PHA", indicating that it manages more than 550 combined public housing units/housing choice vouchers and upholds a high living quality and financial standard.

Totals Number of Units

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available			593	199		184	15	0	0
# of accessible units			52						
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**									

Table 37 – Total Number of Units by Program Type

Alternate Data Source Name:
Public Housing Authority
Data Source Comments:

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

The La Crosse Housing Authority owns and operates seven high-rise structures for elderly/persons with disabilities, four family developments, and one complex of lower-density duplexes. There are 90 accessible units available across the high rises and family facilities, though stakeholders noted that the units in the older high-rise buildings are generally too confined to fit modern mobility equipment. Accessible units comprise approximately 15% of the Housing Authority's total stock.

HUD no longer issues inspection scores for individual facilities. However, according to the Housing Authority, the most recent composite score for all of its residential facilities was 39 out of possible 40. See the following sections for the Housing Authority's anticipated revitalization activities to improve the physical condition of its properties.

Public Housing Condition

Public Housing Development	Average Inspection Score
Composite Inspection Score	39

Table 38 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

A majority of the Housing Authority's facilities were built in the 1970s and require regular maintenance and rehabilitation. In its 2025-2029 Five-Year Action Plan, the Housing Authority has outlined maintenance priorities including, but not limited to, the following:

- General unit rehabilitation and upgrades, including improvements to lighting, flooring, plumbing, electrical, kitchen cabinets and appliances, and wall paint;
- Rehabilitation of high-rise common areas and family development shared facilities (e.g. bathrooms, recreation rooms, corridors, laundry rooms, community kitchens);
- Roof replacements for main residential structures and accessory structures;
- Parking lot, driveway, and loading dock replacement;
- Mechanical and plumbing improvements.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The Housing Authority has a Resident Services department that is responsible for activities programming in the family developments, as well as the facilitation of tenant organizations within the high-rise properties. Planned social activities include craft programs, movie nights, cooking demonstrations, community events with organizations such as the Boys and Girls Club, and trips to popular regional destinations. Residents of each property are also served by outside support entities such as mobile food pantries and resource navigation personnel from various organizations, who can provide beneficial guidance and financial aid to help residents reinforce positive living behaviors and remain stable in their housing.

The Housing Authority also plans to continue improving living conditions through the following actions:

- Offer public housing/Section 8 voucher "application process" training to community agencies;
- Collaborate with the City, County, and local agencies currently conducting program/compression planning to divert evictions;
- Continue collaborations with the City County, School District, Boys & Girls Club, police department, YWCA, Western Technical College, and other entities to support residents of the Hintgen-Huber and Schuh-Mullen communities. This includes the creation of plans to address

safety/welfare issues and individual/family stabilization needs, coordination of job fairs and after-school programming, and socialization opportunities.

- Continue improvement of existing housing portfolio (see answer to previous question above).

Discussion:

The Housing Authority has indicated that one of its forefront priorities is to continue improving communication and collaboration with the City and partnering entities to meet the current needs of its residents. Stakeholders have identified opportunities for improvement to customer service, namely timely responsiveness to maintenance requests and other voiced concerns, as a key goal moving forward.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

There are numerous organizations within the City of La Crosse that provide homelessness assistance/prevention services, including emergency shelters, food pantries and clothing donation centers, supportive and transitional housing providers, wraparound support coordinators, and financial assistance administrators.

Housing resource navigation and intensive case management are a significant need to address homelessness. Since the COVID-19 pandemic, local organizations across most sectors have reported a substantial increase in demand for homelessness prevention services, though funding and staff capacity is limited to adequately address these needs. Some stakeholders cited insufficient inter-organizational collaboration as a primary barrier to meeting demand in the City of La Crosse. Limited funding opportunities and human capital have resulted in a "scarcity mindset" within the non-profit space that has inhibited the exchange of strategies and knowledge in fear of losing leverage in grant applications and other funding opportunities. Since many assistance programs have specific eligibility requirements and/or targeted populations, it is difficult for ineligible households to navigate this siloed network of assistance resources.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	4	0	0	0	0
Households with Only Adults	60	34	0	54	38
Chronically Homeless Households	0	0	0	0	0
Veterans	0	0	0	13	0
Unaccompanied Youth	0	0	0	0	0

Table 39 - Facilities and Housing Targeted to Homeless Households

Data Source Comments: City of La Crosse Planning & Development Department - Homeless Services

Organization Name	Primary Services
Couleecap, Inc.	Homelessness prevention, transitional housing, supportive housing, emergency food assistance, transportation assistance, job and business development, skills enhancement, home rehabilitation/weatherization assistance, first time homebuyer assistance
Salvation Army of La Crosse	Emergency shelter, meal program, food pantry, healthcare provider and assistance, rent and utility assistance, transportation assistance, community resource referrals, clothing and household item vouchers
Hunger Task Force	Food pantry, food donation coordination
WAFER	Food pantry, food pantry coordination
Independent Living Resources	Disability advocacy, employment assistance, life skills and personal care training, homelessness and housing referrals, social security benefit assistance, accessibility assessments, peer support, drop-in mental health support
Catholic Charities of the Diocese of La Crosse	Homeless shelter and referrals, disability services, domestic abuse prevention and victim support, HIV/AIDS supportive services, pregnancy support services
YWCA of the Coulee Region	Detox supportive housing, childcare assistance, employment training, supportive services for females in criminal justice system, support for homeless youth
New Horizons Shelter & Outreach Centers	Emergency shelter, supportive services for domestic violence victims
Family and Children's Center	Supportive services for domestic abuse victims, family health services and referrals, behavioral and mental health support, young adult residential support, disability services
Coulee Council on Addictions	Drug and alcohol counseling, recovery supportive services, peer support
La Crosse County - Human Services	Mental health services, support for children with disabilities and caregivers, support for former foster youth and formerly institutionalized individuals, independent living support, substance abuse services, homelessness assistance/prevention, employment assistance
St. Clare Health Mission	Mobile health clinic, healthcare network navigation and referrals, on-site medical care, medication management
RHYMES	Emergency support for homeless or at-risk youth, emergency shelter and drop-inenter, case management, family mediation, education and employment assistance, life skills training
City of La Crosse	Landlord mitigation/homelessness advocacy
The Warming Center	Emergency shelter, meal assistance
Place of Grace	Food and clothing assistance, drop-in day shelter
Come for Supper	Food assistance, community meals
Monday Meals	Food assistance, community meals
School District of La Crosse	Homelessness resource navigation for enrolled families
The Center: 7 Rivers LGBTQ Connection	Homeless and at-risk youth referrals and support
Workforce Connections	Employment assistance, healthcare system navigation, emergency financial assistance, stable employment case management
Sia Ciab, Inc.	Hmong advocacy, technical assistance with applications, renter/homeowner education
REACH Services	Housing resource navigation, homelessness support/prevention, mental health and addiction counseling, food and hygiene pantry
Karuna Inc.	Supportive communal housing, peer support, professional care coordination

Local Resources Serving Homeless Persons

Describe mainstream services, such as health, mental health, and employment services to the extent those services are use to complement services targeted to homeless persons

Please see the preceding “Local Resources Serving Homeless Persons” table, which outlines local organizations that serve homeless individuals directly and/or offer programs that reinforce homelessness prevention efforts.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

The "Facilities and Housing Targeted to Homeless Households" table outlines the availability of beds in the community for those experiencing homelessness. Please note that these beds are available to households with only adults, in addition to veterans and chronically homeless individuals.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

There are numerous organizations within the City of La Crosse that serve individuals with special needs, primarily the elderly, frail elderly, and persons with mental, physical and developmental disabilities. These programs can include housing rehabilitation/retrofitting for mobility, life skill development, mental health and substance dependence counseling, and benefits/housing/employment advocacy.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

There is a need for supportive housing for elderly, persons with disabilities, persons with addictions and families of households with these needs. Typically, these housing units may require wraparound services such as case management, financial wellness and or general access to community resources.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

The City of La Crosse does not directly oversee facilities for people returning from physical or mental health institutions. Partners in the community who provide these supports include but are not limited to:

- Independent Living Resources, Family & Children's Center's Community Support Program (CSP), La Crosse County and other County/State funded programs – provide social services/case management to help people acquire and remain in stable housing post-institutionalization.
- Partnership between the YWCA and Great Rivers United Way – Coordinators visit imprisoned youth (aged 18-24) to establish housing goals and long-term plan upon release, as well as provide assistance with getting into Coordinated Entry system.
- Next Chapter La Crosse – Structured residential reentry program for formerly incarcerated men, as well as employment and financial wellness support.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The City of La Crosse anticipates a key housing development to break ground in the next year – Haven on Main. The Haven on Main will create 74 units to ensure affordable housing to create an independent living space with on-site resources and connected supports.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

See above.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

Within the last year, the City of La Crosse has made multiple notable changes to its zoning ordinance, eliminating some barriers to development. While many of these changes have not yet been widely ingrained in City processes, the City is currently updating its zoning and subdivision ordinances to further flesh out these changes and improve readability, enforceability, and compliance with the Comprehensive Plan and other recent planning policies. The most recent ordinance changes include:

- Eliminating off-street parking requirements;
- Eliminating nearly all conditional uses in all districts (in response to Wisconsin's Act 67, which requires substantial justification for conditions attached to conditional use permits);
- Allowing Accessory Dwelling Units (ADUs);
- Allowing short-term rentals (e.g. AirBnb and Vrbo) contingent upon City registration and County Health Department licensing.

As outlined in the Analysis of Impediments to Fair Housing Choice, La Crosse's zoning ordinance contains outdated minimum lot sizes, widths, and minimum setbacks that prevent the placement of small houses on small lots. Larger lots are more expensive to obtain and require more municipal infrastructure maintenance, which can be cost prohibitive for low-income residents. Affordable housing developers consulted for this process expressed an interest in developing smaller, more affordable housing units to better meet demand, but current lot standards (coupled with a shortage of developable parcels within City limits) impede the construction of affordable single-family homes. Most zoning districts also heavily favor single-family or low-density multi-family housing, making it difficult to develop high-density multi-family or mixed-use structures without Planned Unit Developments (PUDs) to loosen setbacks and density restrictions.

Additionally, many stakeholders expressed frustration with the City's development project approval process, which can be complicated, time-intensive, and resource-intensive, especially for non-profit organizations and affordable housing developers with limited staff capacity to attend meetings or repeatedly revise proposals. Alleged siloing within City departments and a general lack of oversight has negatively impacted timeliness, clarity, and consistency of responses when working with community members, impeding beneficial new development and improvements to unsafe or noncompliant properties.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

The City of La Crosse is the largest community in the region and is therefore the central job center for many industries. The City is the home of two major healthcare centers, three post-secondary educational institutions, and headquarters or regional offices for multiple major companies. Because of this, the job market is strong and growing compared to other parts of Wisconsin.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	109	3	1	0	-1
Arts, Entertainment, Accommodations	2,962	4,843	15	11	-4
Construction	771	1,252	4	3	-1
Education and Health Care Services	4,903	13,255	24	31	7
Finance, Insurance, and Real Estate	1,633	3,736	8	9	1
Information	338	687	2	2	0
Manufacturing	2,771	5,755	14	13	-1
Other Services	887	2,038	4	5	1
Professional, Scientific, Management Services	1,308	2,641	6	6	0
Public Administration	0	0	0	0	0
Retail Trade	2,782	4,082	14	10	-4
Transportation and Warehousing	881	1,760	4	4	0
Wholesale Trade	1,073	2,627	5	6	1
Total	20,418	42,679	--	--	--

Table 40 - Business Activity

Data Source: 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	28,145
Civilian Employed Population 16 years and over	27,025
Unemployment Rate	3.96
Unemployment Rate for Ages 16-24	9.38
Unemployment Rate for Ages 25-65	3.08

Table 41 - Labor Force

Data Source: 2016-2020 ACS

Occupations by Sector	Number of People
Management, business and financial	5,810
Farming, fisheries and forestry occupations	1,070
Service	4,125
Sales and office	5,760
Construction, extraction, maintenance and repair	1,125
Production, transportation and material moving	1,435

Table 42 – Occupations by Sector

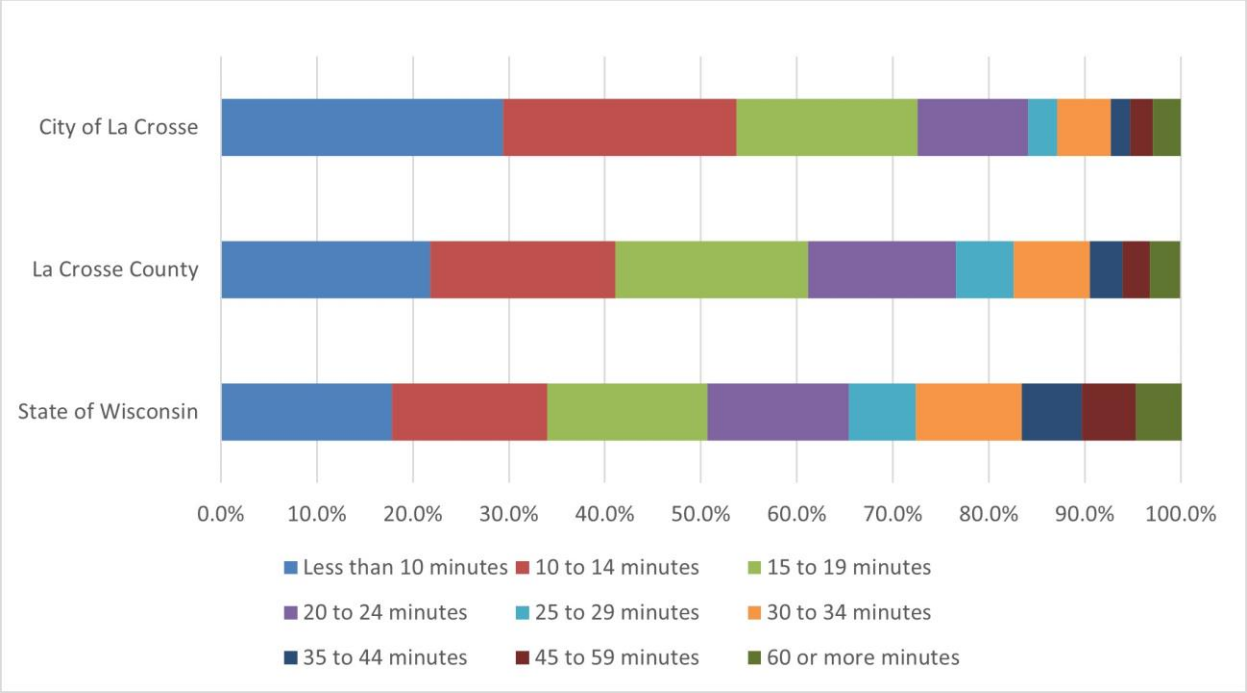
Data Source: 2016-2020 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	0	0%
30-59 Minutes	0	0%
60 or More Minutes	768	100%
Total	***768***	***100%***

Table 43 - Travel Time

Alternate Data Source Name:
2016-2020 ACS 5-Year Community Survey
Data Source Comments:



Travel Time

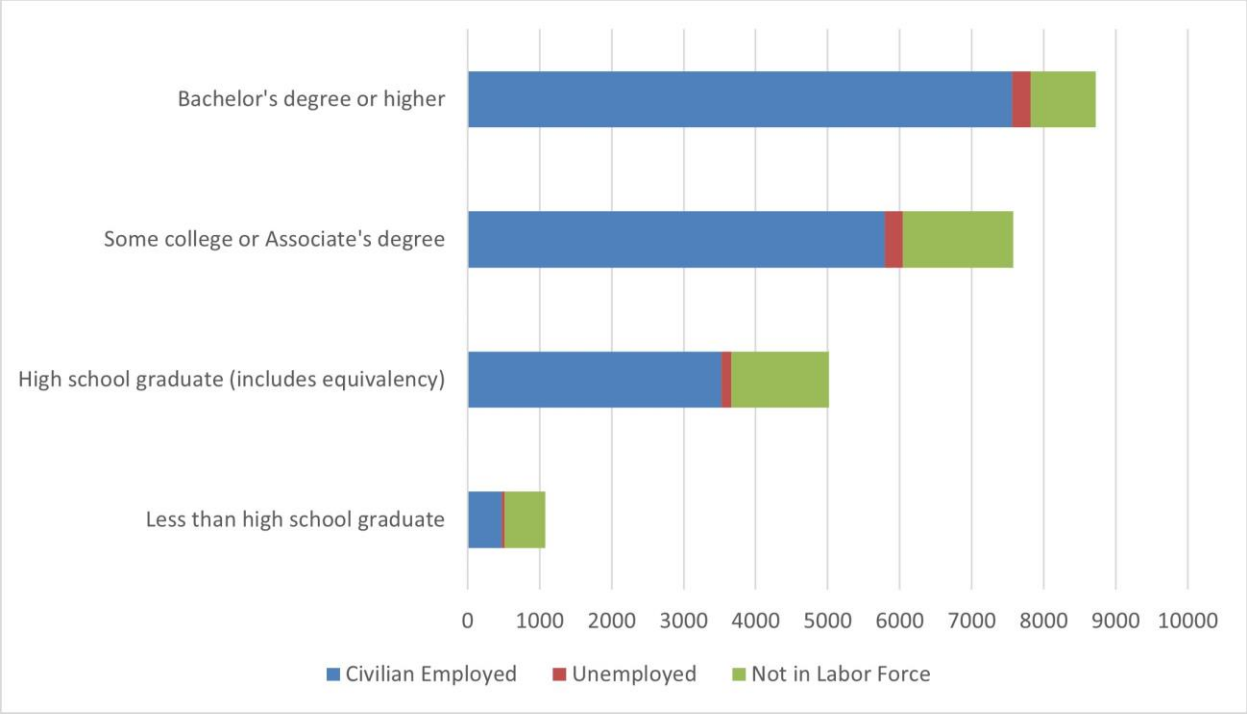
Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	475	35	570
High school graduate (includes equivalency)	3,525	140	1,350
Some college or Associate's degree	5,790	250	1,535
Bachelor's degree or higher	7,560	260	900

Table 44 - Educational Attainment by Employment Status

Data Source: 2016-2020 ACS



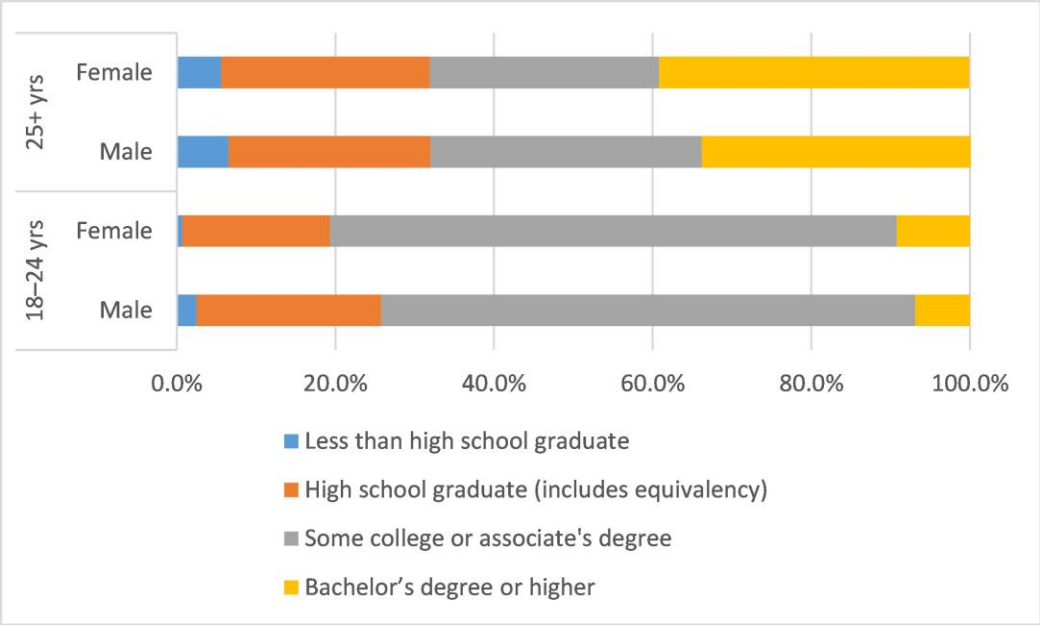
Educational Attainment by Employment Status

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	0	0	0	0	0
9th to 12th grade, no diploma	0	0	0	0	0
High school graduate, GED, or alternative	0	0	0	0	0
Some college, no degree	0	0	0	0	0
Associate's degree	0	0	0	0	0
Bachelor's degree	0	0	0	0	0
Graduate or professional degree	0	0	0	0	0

Table 45 - Educational Attainment by Age

Alternate Data Source Name:
2016-2020 ACS 5-Year Community Survey
Data Source Comments:



Educational Attainment by Age and Gender

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	25,223
High school graduate (includes equivalency)	30,997
Some college or Associate's degree	31,961
Bachelor's degree	44,612
Graduate or professional degree	54,864

Table 46 – Median Earnings in the Past 12 Months

Data Source: 2016-2020 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The major employment sectors in La Crosse are:

- Education and Healthcare Services (4,903 workers, 23% of workforce)
- Arts, Entertainment, Accommodations (2,962 workers, 14% of workforce)
- Retail Trade (2,782 workers, 13% of workforce)
- Manufacturing (2,771 workers, 13% of workforce)

These sectors align with La Crosse's standing as a major employment and cultural hub in the region. The City is the home to three universities (UW-La Crosse, Viterbo University, and Western Technical College), two major hospitals, and headquarters or regional offices of multiple major companies. It also has large

numbers of retail stores, restaurants, hotels, and other amenities to support a large urban population of residents and visitors.

Describe the workforce and infrastructure needs of the business community:

Key stakeholders identified the following as La Crosse's primary workforce and business infrastructure needs:

- Job readiness & Skills Training: Demand for job readiness programs is rising as employers seek candidates with both technical and soft skills (e.g., communication, problem-solving). As automation grows, foundational skills like digital literacy and adaptability are critical. Targeted programs for underserved groups, such as youth and low-income individuals, drive this market, with growth supported by partnerships between local governments, schools, and nonprofits.
- Career Counseling and Case Management: As workers shift careers and face new job market demands, the need for personalized guidance including job search support and skill development is essential for career transitions, especially in a rapidly changing economy. These services promote effective and long-term job placement, leading to greater job retention.
- Occupational Skills Training: The need for healthcare, IT, manufacturing and skilled trades has been expressed by employers. These skills can often be built through work experience and/or on-the-job training programs.
- Upskilling opportunities: In all industries and skill levels, upskilling (i.e. training programs and development opportunities to expand an employee's abilities and minimize skill gaps) is crucial to increasing employees' earning potential, career satisfaction, and adaptability to new technologies and trends. Many entities in La Crosse offer upskilling opportunities to workers of various backgrounds, such as higher education institutions and certification programs. There are also numerous organizations that provide financial assistance to make these opportunities more accessible for low-income workers, though more can be done to bolster these efforts.
- Career preparation for young or non-traditional workers. In recent years, four-year degrees have become increasingly de-emphasized due to their perceived value (or lack thereof) in the modern workforce. Developing and promoting alternative career preparation pathways (e.g. trade schools, certification programs, and apprenticeships) will be necessary to capture and retain local talent across all sectors. Additionally, many stakeholders identified a need for "career readiness" and soft skills in the younger workforce, which can be acquired through mentorships, internships, and other opportunities outside of higher education.
- Funding for small businesses: Following the COVID-19 pandemic, many small businesses are still struggling to get a foothold due to the decrease in government-sponsored funding and other emergency assistance.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect

job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

Anticipated changes that may impact economic growth include, but are not limited to:

- Possible building and/or workforce expansions for major employers such as KwikTrip, Gunderson, and Mayo, could intensify the demand for local workers, infrastructure improvements, and supportive necessities such as housing.
- University of Wisconsin-La Crosse's in-progress Prairie Springs Science Center will grow the university's data science, engineering physics, environmental sciences, and food sciences programs, which will welcome more students to the City of La Crosse and ideally retain more of these professionals in the region upon graduation. As previously discussed, housing and other lifestyle necessities will be pivotal to attracting and retaining these students.
- Multiple large-scale housing developments, such as the River Point District, are anticipated to add many housing units to La Crosse's stock in the coming years. This will help the City grow and retain its talent pool by offering a variety of quality, affordable housing options within close proximity to employment opportunities.
- Multiple community partners are currently collaborating with the La Crosse Regional Airport to add additional providers and enhance affordability for consumers, which would bolster La Crosse's prominence as a regional destination. The City should be prepared to strengthen its hospitality and tourism sectors to accommodate this anticipated influx of people in and out of La Crosse.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The City of La Crosse contains two major healthcare centers, three post-secondary educational institutions, and headquarters or regional offices for multiple major companies. Therefore, there is a high concentration of educated individuals in the City vying for jobs and resources; as shown in Table 50, nearly two-thirds of residents over age 18 have at least some college education. However, the City consistently experiences a "brain drain" as many recent graduates seek high-paying jobs, more specialized schooling, and better opportunities elsewhere. Multiple key stakeholders also noted that the highest-profile and highest-paying careers at the City's major employers are often filled by individuals from outside La Crosse or the United States.

The City is currently identifying gaps in healthcare, technology and trades. As previously discussed, alternative career preparation opportunities will be important for recruiting and training talent to fill those gaps. There are multiple local programs that provide educational, financial, and technical assistance to those looking to enter those industries (and the workforce in general), with some offering skills training and career recruitment for low-income and/or formerly homeless individuals, those involved in the justice system, and those with disabilities.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Employment skill development is supported through the efforts of the Western Wisconsin Workforce Development Board (WDB) as well as non-profit organizations and educational institutions. Workforce development programs include, but are not limited to, the following:

- Project Proven (Western Technical College): Program that aims to reduce recidivism by helping justice-involved individuals obtain career and educational opportunities.
- Youth Apprenticeship Program (School District of La Crosse): Students gain paid, on-the-job work experience while earning high school credit, with the opportunity to transfer into Wisconsin's Registered Apprenticeship program upon graduation.
- Replacement Housing Program (City of La Crosse, School District of La Crosse, Western Wisconsin Technical College): Housing construction sites often serve as field training for high school and college students involved in Wood Technologies courses.
- Workforce Connections: Local organization that helps individuals with employment, training, healthcare navigation, and emergency assistance, including specialized services for seniors and families.

These programs support La Crosse's Consolidated Plan by addressing local employers' education and training needs, including retaining local talent, better utilizing residents with different backgrounds or abilities, and, in the case of the Replacement Housing Program, even leveraging workforce education activities to address the City's housing shortage.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The City of La Crosse participates in the Mississippi River Regional Planning Commission (MRRPC)'s Comprehensive Economic Development Strategy (CEDS). The following broad CEDS goals/strategies that could impact economic growth in La Crosse include:

- Expand inter-city transportation opportunities such as ridesharing, carpooling, and SMRT bus;
- Support public infrastructure projects that minimize community risks from severe climate-related events;

- Bolster career-readiness programs in local high schools, including healthcare/medical career and manufacturing tracks;
- Enhance childcare availability and affordability;
- Build quality housing options near employment centers;
- Support entrepreneurism through exposure, technical/financial assistance, and incubation opportunities;
- Mitigate continuing economic repercussions of the COVID-19 pandemic;
- Increase outdoor recreational opportunities and conservation efforts throughout the region.

CDBG funds are planned for economic development activities, in alignment the Comprehensive Plan, to support the City of La Crosse's Economic Development Program. This program aims to grow local businesses, facilitate a strong workforce, and assist development projects in the City of La Crosse in order to increase the quality of living and high-quality job opportunities. The primary goals of this program are workforce and business support.

Discussion

Due to its high concentration of employers and higher-education opportunities, as well as its position as a population center in southwestern Wisconsin, the City of La Crosse is well-positioned to support workers, small businesses, and large corporations across all sectors. As identified in this section, there is a wealth of workforce development resources and promising forward movement to keep La Crosse's economy strong following the COVID-19 pandemic. However, the City's lack of housing, affordable childcare, and other necessities discussed throughout this Consolidated Plan are stifling this growth by failing to attract and retain a dynamic workforce.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

A concentration of multiple household problems is defined as an area where the rate of household problems is 10% than the rate in the City of La Crosse as a whole for those household problems.

As discussed in *NA-10: Housing Needs Assessment*, extremely low-income renters – often elderly, disabled, and/or residents of color – disproportionately experience housing problems. While there are no significant concentrations of poverty within the City of La Crosse, the neighborhoods of Powell-Poage-Hamilton (PPH), Washburn, and Lower Northside and Depot are characterized by lower-quality housing stock and a sizeable population of low-income and extremely low-income residents.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

HUD defines "minority concentration" as an area that meets one of the following definitions:

- *The percentage of persons of a particular racial or ethnic minority Qualifies as an area of minority concentration within the area of the site is at least 20% higher than the percentage of that minority group in the housing market as a whole;*
- *The total percentage of minority persons within the area of the site is at least 20 percentage points higher than the total percentage of minorities in the housing market area as a whole.*

While PPH, Washburn, and Lower Northside and Depot all have sizeable populations of minority households – namely Black/African American and Asian/Pacific Islanders – none meet HUD's criteria for "minority concentration" since the large majority of La Crosse's population is white. However, these areas all have a low poverty index of 38 or lower, indicating a relatively high exposure to poverty. Please see *NA-15 (Disproportionately Greater Need – Housing Pro*blems) and *NA-30 (Disproportionately Greater Need – Discussion)* for more information.

What are the characteristics of the market in these areas/neighborhoods?

Relative to the City of La Crosse as a whole, the neighborhoods of PPH, Washburn, and Lower Northside and Depot are characterized by high renter-occupancy rates (70-80% renters), lower-quality and/or older housing stock, lower housing sale value and volume, and elevated rates of poverty.

Are there any community assets in these areas/neighborhoods?

In the community input survey, residents of PPH, Washburn, and Lower Northside and Depot offered their favorite aspects of their neighborhoods. PPH residents appreciated the area's greenery and access

to parks/trails, proximity to local amenities (e.g. hospital, grocery store, schools, downtown La Crosse), quietness, and friendly neighbors. Washburn residents appreciated the area's walkability (especially to downtown), beautiful historic homes, and the diversity of housing choices and demographics/income levels. Lower Northside and Depot residents appreciated the area's walkability (e.g. downtown, riverfront, and marsh), friendly neighbors, easy access to bus routes, and quietness.

Are there other strategic opportunities in any of these areas?

These areas have historically benefitted from neighborhood revitalization efforts from the City of La Crosse and housing-oriented non-profit organizations such as Habitat for Humanity and La Crosse Promise. This investment of personnel and financial capital into specific "nuisance" properties has often prompted community-led beautification efforts, leading to higher overall investment and sense of neighborly pride. While targeted efforts will continue to be important in these neighborhoods moving forward, multiple organizations have indicated a desire to expand their reach geographically and programmatically as new community development needs arise throughout the City.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Since the City of La Crosse is an urban area, there is widespread broadband infrastructure coverage and all residents and businesses have the opportunity to hook up to these services. However, affordability and reliability of broadband is still a county-wide concern. La Crosse County recently acquired funding from the Lifeline Outreach Grant Program (through the Public Service Commission of Wisconsin) to distribute to low-income consumers to offset costs of communication services; it is estimated that 12% of County residents and a smaller percentage of City of La Crosse residents are eligible for this assistance. Additionally, La Crosse County is currently developing programs to connect eligible residents to affordable refurbished technology, internet literacy classes, and application support for assistance programs.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

There are numerous identified internet services providers in the City of La Crosse; therefore, increasing competition is not a priority at this time. Due to La Crosse's unique and varied terrain, residents have benefited from having multiple choices for installation and connection methods.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction’s increased natural hazard risks associated with climate change.

La Crosse is particularly susceptible to flooding due to its proximity to multiple rivers. The map on the following page shows the current floodplain, which already covers a large swath of the City.

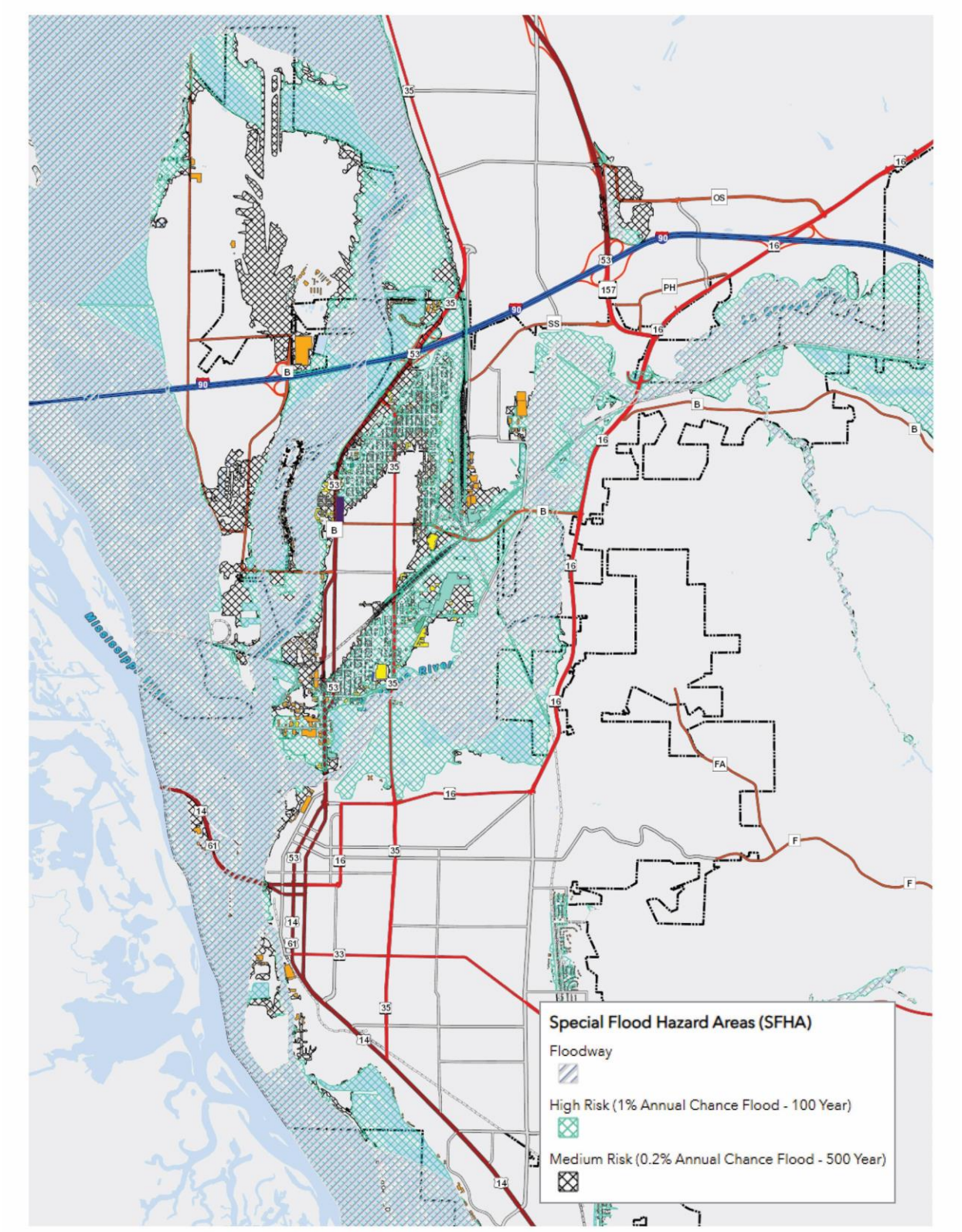
The largest floodplain issue that the City faces is the frequency by which residents undertake floodplain development problems without obtaining a permit. If the City is not able to properly review these proposed projects, the resulting product may not comply with safety and environmental floodplain standards, thus risking repeated damage to the built and natural environments.

PFAS (a.k.a. "forever chemicals") are also a hazard risk, especially on La Crosse’s French Island, where the majority of residents are required to use bottled water due to unsafe levels in the supply.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Many areas with the highest prevalence of housing need are also located within close proximity or completely within the floodplain, as shown in the City's floodplain map. The neighborhoods at the highest risk of a 100-year flood include Logan-Northside, Lower Northside and Depot, and the Black River District.

When flooding occurs, the damage is often more severe for lower-income areas because these households typically lack the resources to invest in resilient infrastructure, obtain adequate flood insurance, or fix structural damage caused by storms. If not properly mitigated, floodwaters can lead to mold growth and contamination, exacerbating respiratory issues and other health problems.



City of La Crosse Floodplain Map

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The purpose of the 2025-2029 Consolidated Plan strategy is to address issues identified through the preceding Needs Assessment and Market Analysis sections. The Consolidated Plan outlines the allocation plan for CDBG and HOME funds over the course of this upcoming five-year period to directly address identified gaps throughout the community. The City will regularly review these priorities to ensure they are still relevant. The 2025-2029 Consolidated Plan focuses on:

- Increasing access to affordable housing through acquisition, demolition, construction, and/or financial assistance;
- Increasing the quality of existing housing stock through housing rehabilitation activities (including mitigating lead-based paint and other hazards);
- Funding public services that prevent chronic homelessness, alleviate poverty, and improve self-reliance;
- Creating and updating City plans, policies, and procedures to address urgent needs;
- Addressing urgent issues facing low-income households throughout the community as needed;
- Bolstering economic growth through funding workforce development programs and other economic development activities.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 47 - Geographic Priority Areas

1	**Area Name:**	City-Wide Area
	Area Type:	Nature of activities make it difficult to limit to one part of the city.
	Other Target Area Description:	Nature of activities make it difficult to limit to one part of the city.
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
2	**Area Name:**	Northside Neighborhood Revitalization Strategy Area
	Area Type:	Strategy area
	Other Target Area Description:	
	HUD Approval Date:	2/3/2016
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	

	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	Large areas of the floodplain, low-income area, historically a working-class neighborhood
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Feedback received demonstrates that this is a high-need area in terms of poverty, number of police calls, and older housing stock
	Identify the needs in this target area.	Access to quality and affordable housing
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	Floodplain

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

The Northside has been identified as a key development area due to the income levels and infrastructure needs in this part of the City. The floodplain creates a significant economic barrier to development and improvement of quality housing. Additionally, this aligns with the Opportunity Zone of Census Tract 2.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 48 – Priority Needs Summary

1	**Priority Need Name**	Quality Affordable Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Elderly
	Geographic Areas Affected	Nature of activities make it difficult to limit to one part of the city. Northside Neighborhood Revitalization Strategy Area
	Associated Goals	Increase access to affordable housing Provide funding to increase the quality of housing
	Description	Access to affordable housing will be addressed through a comprehensive approach that includes building new homes, financing affordable housing projects, rehabilitating existing properties, addressing hazards and utility issues, and utilizing acquisition and demolition to make room for new development. Strategies to achieve these will include down payment assistance, lead and asbestos abatement, and creating opportunity for safe and sanitary housing.
	Basis for Relative Priority	The Community Input Survey identified this issue as a top priority for La Crosse residents. Most of the homes built in La Crosse's target neighborhoods are over 100 years old and many of them have been allowed to deteriorate significantly. Overwhelmingly, La Crosse's deteriorating neighborhoods have created a flight of wealthier households to the larger metro area, leaving lower income households bearing the taxing burden. Housing needs section details that cost burden is a significant challenge for La Crosse renters and home ownership is not easily achievable for households at or below 80% AMI.
2	**Priority Need Name**	Poverty Alleviation
	Priority Level	High

	Population	Extremely Low Low Moderate Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth
	Geographic Areas Affected	Nature of activities make it difficult to limit to one part of the city.
	Associated Goals	Provide resources to increase self-reliance
	Description	Address poverty through organizations who directly serve low-income households. This could include but is not limited to: • Homeless prevention, crisis response and outflow to housing. • Alleviate poverty and increase self-reliance (focus on mental health, substance abuse, health care, domestic violence, and youth services
	Basis for Relative Priority	These public services help low-and-moderate income families or individuals lift themselves out of poverty.
3	**Priority Need Name**	Economic Development
	Priority Level	Low
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	Nature of activities make it difficult to limit to one part of the city.
	Associated Goals	Fund workforce development programs Support business development

	Description	Key economic development strategies will include but not be limited to: • Job readiness and employability skills training • Career counseling and case management • Occupational skills training (including certifications) • Work experience or on-the-job training programs • Job placement and retention services • Supportive services (e.g., transportation assistance, childcare, work clothing) • Financial Training • Small Business support
	Basis for Relative Priority	The key feedback regarding economic development was regarding the opportunity for workforce development opportunities.
4	**Priority Need Name**	Administration
	Priority Level	High
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	Nature of activities make it difficult to limit to one part of the city. Northside Neighborhood Revitalization Strategy Area
	Associated Goals	Create and update Plans, Policies, and Procedures Administer CDBG & HOME programs
	Description	Administer CDBG & HOME programs and changing community needs through market analysis to formulate and implement effective City Plans.
	Basis for Relative Priority	
5	**Priority Need Name**	Address Urgent Needs of the City
	Priority Level	High

	Population	Extremely Low Low Moderate
	Geographic Areas Affected	Nature of activities make it difficult to limit to one part of the city. Northside Neighborhood Revitalization Strategy Area
	Associated Goals	Address urgent, emergency issues
	Description	Ensure CDBG funds can be used to timely address urgent needs in the City of La Crosse.
	Basis for Relative Priority	The City of La Crosse has not utilized Urgent Needs for CDBG funds. Since the COVID-19 pandemic, communities have found greater need for timely expenditure of funds through Urgent Need.

Narrative (Optional)

Addressing these priority needs will improve residents' quality of life and opportunity outcomes for LMI individuals, families and households, and will stabilize neighborhoods and improve program effectiveness in the City of La Crosse.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	While there is a need for Tenant Based Rental Assistance to make rents more affordable, the City does not anticipate using HOME funds for this purpose. There are greater priorities to construct new affordable housing. In the past, Continuum of Care funds have assisted with TBRA; should there be an increase in availability of HOME funds, we would consider this as a potential project.
TBRA for Non-Homeless Special Needs	The City does not anticipate prioritizing any TBRA programs for Non-Homeless Special Needs.
New Unit Production	The City of La Crosse finds an average annual construction need of about 202-2,032 units annually through the entire span of this Consolidated Plan. This rate is significantly more than what was produced in the previous decade, and we are currently on track to add about 100 units annually.
Rehabilitation	The City's aging housing stock emphasizes the need for housing rehabilitation. The City has operated a Housing Rehab loan program since the 1980s. Market conditions have not incentivized payoffs of these deferred loans and City Staff will be exploring opportunities for policy updates to meet current market conditions.
Acquisition, including preservation	Cost of housing acquisition has increased significantly and the availability of vacant lots remains very low. This means to create new infill development, higher acquisition and demolition costs are being incurred.

Table 49 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The City of La Crosse's anticipated resources include level funding for CDBG/HOME, plus program income that the City receives through its Housing Rehabilitation, Replacement Housing, and Small Business Loan programs. The estimated CDBG/HOME funding noted in this document is based on current HUD funding estimates but is subject to change, so these numbers may be altered in the future.

HUD allocations and funding are subject to change. Should the funding amounts change within +/- 20% of these anticipated dollars, the City's Planning & Development Staff will re-allocate funds as required. Should funding be increased or decreased by more than 20%, a Substantial Amendment will be completed and brough to the Economic & Community Development Commission.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	882,603	300,000	961,580	2,144,183	4,200,000	Annual allocation is subject to Congressional Approval. Program Income is estimated, including Revolving Loan Funds. The City plans to receipt up to 20% of its Program Income to CDBG Administration.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	277,260	250,000	459,488	986,748	1,800,000	Despite the effectiveness of City HOME programs, a decrease in funding is expected for HOME funds over the next five years.

Table 50 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City will continue its history of matching nearly $6 for every $1 of CDBG investment, and often times significantly more than this. HOME Match requirements will be satisfied through donated time and labor from our technical college partner who builds homes and the Streets Department. Typically, projects are funded through a variety of sources, including but not limited to GeoBonds, TID dollars, TID Affordable Housing Extension and WHEDA programs.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City owns several parcels throughout the City with the intention to develop into affordable housing through Replacement Housing and/or partner organizations.

Discussion

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of La Crosse	Government	Ownership Planning	Jurisdiction
COULEECAP INC	Regional organization	Homelessness	Region
Habitat for Humanity of the Greater La Crosse Region, iNc	CHDO	Ownership	Region
City of La Crosse Housing Authority	PHA	Public Housing	Jurisdiction

Table 51 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City of La Crosse has a network of partnerships that collectively address housing, neighborhood improvements, public facilities, economic development, public health, and special needs services for homeless and non-homeless residents. Overall, the City's delivery system is well-equipped to achieve the goals in this Consolidated Plan and has seen enhanced coordination and transparency with all agencies in recent years.

As identified by key stakeholders, siloing of outreach efforts continues to be an impediment within the institutional delivery system. Limited funding opportunities and human capital has resulted in a "scarcity mindset" within the non-profit space that has inhibited the exchange of strategies and knowledge in fear of losing leverage in grant applications and other funding opportunities. Since many assistance programs have specific eligibility requirements and/or targeted populations, it is difficult for ineligible households to navigate this siloed network of assistance resources. The City will continue to work with assistance organizations to identify strategies to incentivize communication, share resources and knowledge, and secure additional financial resources.

Additionally, supply and demand gaps exist within the market that makes institutional delivery systems less effective, particularly in the areas of affordable housing and homelessness. Stakeholders acknowledged that there simply are not enough affordable housing units in the City to rehouse everyone in need, nor is there enough personnel and financial capital to consistently fulfill every facet of an organization's mission.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X	X	
Mortgage Assistance	X	X	
Rental Assistance	X	X	
Utilities Assistance	X	X	
Street Outreach Services			
Law Enforcement			
Mobile Clinics	X	X	
Other Street Outreach Services			
Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X	X	
Education	X		
Employment and Employment Training	X	X	
Healthcare	X	X	
HIV/AIDS	X		
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X		
Other			

Table 52 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The City of La Crosse and La Crosse County have partnered to create *Pathways Home*, which intends to leverage government/service provider wraparound services to address homelessness. Key efforts include creating a dynamic data platform to actively track data for our community. This will expand and simplify access to case management. Increasing housing units and integration of resources – peer supports especially – is also key to addressing homelessness.

The City is focused on pairing the proper level of case management and housing based on the needs of individuals experiencing homelessness. By doing so, we ensure long-term housing stability and reduce the return to homelessness.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

Due to the aging infrastructure in La Crosse and changes in policies for housing service delivery for special needs populations (from group home approaches to scattered site housing approaches), the institutional delivery systems in La Crosse are still catching up to addressing long-term housing needs of those with special needs. As discussed in *NA-35*, the City has a significant shortage of affordable accessible units, which would help ensure the success of supplemental supportive services under the "Housing First" model. Multiple anticipated residential developments within La Crosse, such as Haven on Main, will supply additional units and resources for residents with disabilities; the La Crosse Housing Authority also indicated that it will continue to expand its stock of accessible units and/or accommodations for residents with special needs.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

To overcome the aforementioned gaps, creation of affordable housing units remains the largest community need. As described in the "Housing First" model, safe and affordable housing leads to increased household stability, reductions in homelessness, and better outcomes for wraparound services. The City will continue to collaborate with local non-profit organizations, the La Crosse Housing Authority, and neighboring communities to strategically plan affordable housing initiatives, as well as strengthen the circulation of knowledge, resources, and joint goals.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase access to affordable housing	2025	2029	Affordable Housing	City-Wide Area	Quality Affordable Housing	CDBG: $1,686,046 HOME: $2,318,736	Homeowner Housing Added: 7 Household Housing Unit Homeowner Housing Rehabilitated: 12 Household Housing Unit Direct Financial Assistance to Homebuyers: 24 Households Assisted Buildings Demolished: 10 Buildings Other: 1 Other
2	Provide funding to increase the quality of housing	2025	2029	Affordable Housing	City-Wide Area	Quality Affordable Housing	CDBG: $1,268,837	Rental units constructed: 5 Household Housing Unit Homeowner Housing Rehabilitated: 12 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Provide resources to increase self-reliance	2025	2029	Homeless Public Services	City-Wide Area	Poverty Alleviation	CDBG: $951,627	Public service activities other than Low/Moderate Income Housing Benefit: 1025 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 475 Households Assisted Homeless Person Overnight Shelter: 65 Persons Assisted Homelessness Prevention: 55 Persons Assisted Other: 1 Other
5	Create and update Plans, Policies, and Procedures	2025	2029	Administrative	City-Wide Area	Administration	CDBG: $117,209	Other: 1 Other
6	Address urgent, emergency issues	2025	2029	Urgent Need	City-Wide Area	Address Urgent Needs of the City	CDBG: $100,000 HOME: $50,000	Other: 1 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Administer CDBG & HOME programs	2025	2029	Administrative	City-Wide Area	Administration	CDBG: $951,627 HOME: $418,012	Other: 1 Other
8	Fund workforce development programs	2025	2029	Economic Development	City-Wide Area	Economic Development	CDBG: $634,418	Jobs created/retained: 6 Jobs Businesses assisted: 6 Businesses Assisted Other: 1 Other
9	Support business development	2025	2029	Economic Development	City-Wide Area	Economic Development	CDBG: $634,418	Jobs created/retained: 8 Jobs Businesses assisted: 16 Businesses Assisted Other: 1 Other

Table 53 – Goals Summary

Goal Descriptions

1	**Goal Name**	Increase access to affordable housing
	Goal Description	Support opportunities for housing to low-income individuals through acquisition, demolition, construction, and/or providing financial assistance.
2	**Goal Name**	Provide funding to increase the quality of housing
	Goal Description	Address the aging housing stock through housing rehabilitation for low-income households and address hazards such as lead, asbestos and needed utility improvements.
4	**Goal Name**	Provide resources to increase self-reliance
	Goal Description	Fund public services and homeless services to improve self-reliance and alleviate poverty.
5	**Goal Name**	Create and update Plans, Policies, and Procedures
	Goal Description	Ensure CDBG and HOME programs are addressing current market needs through updates to plans, policies and procedures.
6	**Goal Name**	Address urgent, emergency issues
	Goal Description	Utilize CDBG and/or HOME funds to urgently address issues in the community that impact low-income individuals and households.
7	**Goal Name**	Administer CDBG & HOME programs
	Goal Description	Administer CDBG & HOME programs
8	**Goal Name**	Fund workforce development programs
	Goal Description	Collaborate with partners to provide workforce training and job placement.
9	**Goal Name**	Support business development
	Goal Description	Provide support to eligible businesses through partner organizations.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The City estimates 12 families at or below median income to be served through access to affordable housing.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

N/A

Activities to Increase Resident Involvements

The La Crosse Housing Authority has several programs in place to encourage resident involvement within their facilities. These include access to occupational therapy on site, visits from the WAFER food pantry, free health screenings and community events.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the 'troubled' designation

N/A

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

Within the last year, the City of La Crosse has made multiple notable changes to its zoning ordinance, eliminating some barriers to development. While many of these changes have not yet been widely ingrained in City processes, the City is currently updating its zoning and subdivision ordinances to further flesh out these changes and improve readability, enforceability, and compliance with the Comprehensive Plan and other recent planning policies. The most recent ordinance changes include:

- Eliminating off-street parking requirements;
- Eliminating nearly all conditional uses in all districts (in response to Wisconsin's Act 67, which requires substantial justification for conditions attached to conditional use permits);
- Allowing Accessory Dwelling Units (ADUs);
- Allowing short-term rentals (e.g. AirBnb and Vrbo) contingent upon City registration and County Health Department licensing.

As outlined in the Analysis of Impediments to Fair Housing Choice, La Crosse's zoning ordinance contains outdated minimum lot sizes, widths, and minimum setbacks that prevent the placement of small houses on small lots. Larger lots are more expensive to obtain and require more municipal infrastructure maintenance, which can be cost prohibitive for low-income residents. Affordable housing developers consulted for this process expressed an interest in developing smaller, more affordable housing units to better meet demand, but current lot standards (coupled with a shortage of developable parcels within City limits) impede the construction of affordable single-family homes. Most zoning districts also heavily favor single-family or low-density multi-family housing, making it difficult to develop high-density multi-family or mixed-use structures without Planned Unit Developments (PUDs) to loosen setbacks and density restrictions.

Additionally, many stakeholders expressed frustration with the City's development project approval process, which can be complicated, time-intensive, and resource-intensive, especially for non-profit organizations and affordable housing developers with limited staff capacity to attend meetings or repeatedly revise proposals. Alleged siloing within City departments and a general lack of oversight has negatively impacted timeliness, clarity, and consistency of responses when working with community members, impeding beneficial new development and improvements to unsafe or noncompliant properties.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

Recommendations to remove these barriers to affordable housing are outlined at length in the City's Analysis of Impediments to Fair Housing Choice. These recommendations include, but are not limited to:

- Leverage Capital Improvement Project dollars and TIF Districts to finance the improvement of blighted areas and creation of new residential and mixed-use developments.
- Continue to incentivize developers to build affordable housing within the City by utilizing the TIF 1-year extension (which allows a TID to be open for an additional year and funds to be used for affordable housing anywhere in the City) and the Affordable Housing Revolving Loan Fund.
- Review local funding mechanisms and federal grant sources for opportunities to incentivize development of new accessible housing units.
- Continue the City's Replacement Housing program to address the community's most dangerous and dilapidated housing.
- Continue to promote the redevelopment and infill of underutilized sites throughout the City for residential and/or mixed-use uses, including the cleanup and reuse of brownfields.
- During the City Code revision process, consult with a variety of stakeholders, including affordable housing developers and social support organizations, to ensure that amendments adequately address housing development and acquisition barriers.
- Work with local non-profit organizations to identify strategies to increase communication, share resources and knowledge, and secure additional financial resources.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of La Crosse's strategic plan goals contribute to this area through funding partner organizations and public services. The Homeless Outreach Team connects with this community where they are.

Addressing the emergency and transitional housing needs of homeless persons

The City's strategic plan goals include supporting public services who help homeless individuals access emergency and transitional housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

This is a priority for the City of La Crosse and La Crosse County, in partnership with *Pathways Home*. A key goal will be for CDBG Public Service funds to align with *Pathways Home* strategies.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

This is a priority for the City of La Crosse to shore up homeless prevention and fund public services that support these efforts.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The Replacement Housing Program ensures that new housing units do not have LBP hazards and often replaces properties that require abatement. Lead testing is a part of the housing rehabilitation process and the City aims to leverage State funds to address lead hazards in homes.

How are the actions listed above related to the extent of lead poisoning and hazards?

The City of La Crosse will continue to increase access to housing without LBP hazards and rehabilitate homes to address existing hazards.

How are the actions listed above integrated into housing policies and procedures?

Applicants for rehabilitation funding receive the required lead-based paint information and understand their responsibilities. Risk Assessment, paint testing, lead hazard reduction, and clearance work are performed in accordance with the applicable standards established in 24 CFR Part 35, Subpart J and Wisconsin Administrative Code DHS 163.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City of La Crosse aims to support housing stability, viable complete neighborhoods, employment opportunities, and equitable support services to LMI households as a general anti-poverty strategy across all departments. Specific to this Consolidated Plan, the City of La Crosse works with a variety of community partners to improve affordable housing production and acquisition, enhance safety and well-being, and increase access to employment. These initiatives work as an anti-poverty strategy by allowing residents to secure more of their income toward personal investment, health, and future outcomes for themselves and family members, leading to better health outcomes and qualities of life.

The City's goals to address poverty include, but are not limited to, increasing access to affordable and quality housing, funding public services who support these populations and ensuring community health resources are available to increase self-sufficiency.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The goal to increase the supply/quality of affordable housing will address poverty by ensuring that all residents have access to safe and sanitary living spaces. The economic development goals align by creating opportunities for job creation and retention.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Monitoring activities will be completed at the direction of the Community Development Manager. These activities may include but are not limited to:

1. Review of Financial Reports and Records
2. Site Visits and Inspections
3. Performance Monitoring
4. Contract and Agreement Compliance Review
5. Complaint and Grievance Resolution

City Staff has discretion when addressing items identified in monitoring through a variety of methods. For less egregious offenses, technical assistance may be provided to resolve issues. In severe cases, fund repayment and/or contract termination may occur.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of La Crosse's anticipated resources include level funding for CDBG/HOME, plus program income that the City receives through its Housing Rehabilitation, Replacement Housing, and Small Business Loan programs. The estimated CDBG/HOME funding noted in this document is based on current HUD funding estimates but is subject to change, so these numbers may be altered in the future.

HUD allocations and funding are subject to change. Should the funding amounts change within +/- 20% of these anticipated dollars, the City's Planning & Development Staff will re-allocate funds as required. Should funding be increased or decreased by more than 20%, a Substantial Amendment will be completed and brough to the Economic & Community Development Commission.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	882,603.00	300,000.00	961,580.33	2,144,183.33	4,200,000.00	Annual allocation is subject to Congressional Approval. Program Income is estimated, including Revolving Loan Funds. The City plans to receipt up to 20% of its Program Income to CDBG Administration.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	277,258.61	250,000.00	459,488.23	986,748.06	1,800,000.00	Despite the effectiveness of City HOME programs, a decrease in funding is expected for HOME funds over the next five years.

Table 54 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City will continue its history of matching nearly $6 for every $1 of CDBG investment, and often times significantly more than this. HOME Match requirements will be satisfied through donated time and labor from our technical college partner who builds homes and the Streets Department. Typically, projects are funded through a variety of sources, including but not limited to GeoBonds, TID dollars, TID Affordable Housing Extension and WHEDA programs.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City owns several parcels throughout the City with the intention to develop into affordable housing through Replacement Housing and/or partner organizations.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase access to affordable housing	2025	2029	Affordable Housing	City-Wide Area	Quality Affordable Housing	CDBG: $1,004,537.18 HOME: $814,066.14	Homeowner Housing Added: 3 Household Housing Unit Homeowner Housing Rehabilitated: 1 Household Housing Unit Direct Financial Assistance to Homebuyers: 5 Households Assisted Buildings Demolished: 2 Buildings Other: 1 Other
2	Provide funding to increase the quality of housing	2025	2029	Affordable Housing	City-Wide Area Northside Neighborhood Revitalization Strategy Area	Quality Affordable Housing	CDBG: $107,209.17	Rental units constructed: 1 Household Housing Unit Homeowner Housing Rehabilitated: 1 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Fund workforce development programs	2025	2029	Economic Development	City-Wide Area	Economic Development	CDBG: $214,418.33	Jobs created/retained: 1 Jobs Businesses assisted: 2 Businesses Assisted Other: 1 Other
4	Support business development	2025	2029	Economic Development	City-Wide Area	Economic Development	CDBG: $214,418.33	Jobs created/retained: 1 Jobs Businesses assisted: 3 Businesses Assisted Other: 1 Other
5	Provide resources to increase self-reliance	2025	2029	Homeless Public Services	City-Wide Area	Poverty Alleviation	CDBG: $149,763.00	Public service activities other than Low/Moderate Income Housing Benefit: 205 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 95 Households Assisted Homelessness Prevention: 55 Persons Assisted
6	Address urgent, emergency issues	2025	2029	Urgent Need	City-Wide Area	Address Urgent Needs of the City	CDBG: $25,000.65	Other: 1 Other
7	Administer CDBG & HOME programs	2025	2029	Administrative	City-Wide Area	Administration	CDBG: $311,627.52 HOME: $148,012.03	Other: 1 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
8	Create and update Plans, Policies, and Procedures	2025	2029	Administrative	City-Wide Area	Administration	CDBG: $117,209.15	Other: 1 Other

Table 55 – Goals Summary

Goal Descriptions

1	**Goal Name**	Increase access to affordable housing
	Goal Description	Support opportunities for housing to low-income individuals through acquisition, demolition, construction, and/or providing financial assistance.
2	**Goal Name**	Provide funding to increase the quality of housing
	Goal Description	Address the aging housing stock through housing rehabilitation for low-income households and address hazards such as lead, asbestos and needed utility improvements.
3	**Goal Name**	Fund workforce development programs
	Goal Description	Collaborate with partners to provide workforce training and job placement.
4	**Goal Name**	Support business development
	Goal Description	Provide support to eligible businesses through partner organizations.
5	**Goal Name**	Provide resources to increase self-reliance
	Goal Description	Fund public services and homeless services to improve self-reliance and alleviate poverty.

6	**Goal Name**	Address urgent, emergency issues
	Goal Description	Utilize CDBG and/or HOME funds to urgently address issues in the community that impact low-income individuals and households.
7	**Goal Name**	Administer CDBG & HOME programs
	Goal Description	Administer CDBG & HOME programs.
8	**Goal Name**	Create and update Plans, Policies, and Procedures
	Goal Description	Ensure CDBG and HOME programs are addressing current market needs through updates to plans, policies and procedures.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of La Crosse will allocate funds towards projects that meet a priority need and towards activities that help meet its strategic goals.

Projects

#	Project Name
1	Replacement Housing
2	Down Payment Assistance
3	Housing Rehab
4	Workforce Development
5	Support Business Development
6	Public Services
7	Urgent Need
8	Update Plans, Policies and Procedures
9	Administer CDBG/HOME Programs

Table 56 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Replacement Housing
	Target Area	City-Wide Area Northside Neighborhood Revitalization Strategy Area
	Goals Supported	Increase access to affordable housing
	Needs Addressed	Quality Affordable Housing
	Funding	CDBG: $602,722.31 HOME: $814,066.14
	Description	Increase access to affordable housing through replacement housing
	Target Date	3/30/2029
	Estimate the number and type of families that will benefit from the proposed activities	In the 2025 Program Year, 3 low-income households will benefit from new owner-occupied housing. One home will be rehabilitated, and two condemned properties will be demolished. 2 homebuyers will receive direct financial assistance to achieve home ownership.
	Location Description	Replacement housing is a City-Wide initiative.
	Planned Activities	Planned activities include but are not limited to 823 Avon St and 1020 5th Ave.
2	**Project Name**	Down Payment Assistance
	Target Area	City-Wide Area
	Goals Supported	Increase access to affordable housing
	Needs Addressed	Quality Affordable Housing
	Funding	CDBG: $401,814.87
	Description	Provide down payment assistance to eligible homebuyers.
	Target Date	3/30/2029
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 5 households will be assisted through down payment assistance. These will be low-income households and future residents of La Crosse.
	Location Description	Down payment assistance will be available City-wide.
	Planned Activities	
3	**Project Name**	Housing Rehab
	Target Area	
	Goals Supported	Provide funding to increase the quality of housing
	Needs Addressed	Quality Affordable Housing

	Funding	CDBG: $107,209.17
	Description	Provide funding to increase quality of housing through home rehabilitation.
	Target Date	3/31/2026
	Estimate the number and type of families that will benefit from the proposed activities	The housing rehab is on pause for this program year. These funds are intended to impact 1 owner-occupied home and create 1 rental unit through rehabilitation efforts.
	Location Description	Housing rehabilitation projects will happen City-wide.
	Planned Activities	
4	**Project Name**	Workforce Development
	Target Area	City-Wide Area
	Goals Supported	Fund workforce development programs
	Needs Addressed	Economic Development
	Funding	CDBG: $214,418.33
	Description	Increase economic development opportunities by funding workforce development programs.
	Target Date	3/31/2029
	Estimate the number and type of families that will benefit from the proposed activities	Workforce development will be supported through job creation, businesses assisted and other potential outcomes.
	Location Description	N/A - City Wide
	Planned Activities	
5	**Project Name**	Support Business Development
	Target Area	City-Wide Area
	Goals Supported	Support business development
	Needs Addressed	Economic Development
	Funding	CDBG: $214,418.33
	Description	Increase economic development opportunities through business development.
	Target Date	3/31/2029

	Estimate the number and type of families that will benefit from the proposed activities	Support Business Development through job creation, assisting 3 businesses and other potential outcomes.
	Location Description	N/A - City-Wide
	Planned Activities	
6	**Project Name**	Public Services
	Target Area	City-Wide Area
	Goals Supported	Provide resources to increase self-reliance
	Needs Addressed	Poverty Alleviation
	Funding	CDBG: $149,763.00
	Description	Provided resources to increase self reliance and alleviate poverty.
	Target Date	3/31/2029
	Estimate the number and type of families that will benefit from the proposed activities	Through partner organizations, 205 low-income people will benefit, 90 households and homeless prevention for 55 persons.
	Location Description	N/A - City-Wide Area
	Planned Activities	The City will fund Cia Siab Family Housing Program, La Crosse County Schuh-Mullen Project, New Horizons Homicide Prevention Shelter, Catholic Charities Warming Center, and Family & Children's Center's Stepping Stone Program.
7	**Project Name**	Urgent Need
	Target Area	City-Wide Area
	Goals Supported	Address urgent, emergency issues
	Needs Addressed	Address Urgent Needs of the City
	Funding	CDBG: $25,000.00 HOME: $24,668.67
	Description	Address urgent, emergency issues.
	Target Date	3/31/2029
	Estimate the number and type of families that will benefit from the proposed activities	To be determined based on the urgent needs of the City

	Location Description	To be determined based on the urgent needs of the City
	Planned Activities	To be determined based on the urgent needs of the City
8	**Project Name**	Update Plans, Policies and Procedures
	Target Area	City-Wide Area
	Goals Supported	Create and update Plans, Policies, and Procedures
	Needs Addressed	Administration
	Funding	:
	Description	Create and update plans, policies and procedures to address changing needs
	Target Date	3/30/2029
	Estimate the number and type of families that will benefit from the proposed activities	Future La Crosse residents will benefit from the update program policies, procedures and plans.
	Location Description	N/A - City Wide
	Planned Activities	
9	**Project Name**	Administer CDBG/HOME Programs
	Target Area	City-Wide Area
	Goals Supported	Administer CDBG & HOME programs
	Needs Addressed	Administration
	Funding	:
	Description	Administer CDBG/HOME Programs
	Target Date	3/30/2029
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of La Crosse will primarily distribute funding to City-wide initiatives and projects in the Northside Neighborhood Revitalization Strategy Area. The latter is bounded by Gohres St to the north, Monitor St to the south, George St to the east, and US-53 to the west.

Geographic Distribution

Target Area	Percentage of Funds
City-Wide Area	85
Northside Neighborhood Revitalization Strategy Area	15

Table 57 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Discussion

Most of the priorities and goals identified take place at a City-Wide level. Floodplain measures will be focused in the Northside NRSA.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The goals are also listed under the goals section of the Consolidated Plan.

One Year Goals for the Number of Households to be Supported	
Homeless	10
Non-Homeless	25
Special-Needs	5
Total	40

Table 58 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	2
Rehab of Existing Units	0
Acquisition of Existing Units	1
Total	3

Table 59 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

The City of La Crosse will continue to collaborate with the La Crosse Housing Authority on advancing the recommendations outlined in the Analysis of Impediments to Fair Housing Choice, working with landlords, and addressing homelessness.

Actions planned during the next year to address the needs to public housing

No actions are planned during the next year for public housing.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

No actions are planned during the next year for public housing residents.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of La Crosse coordinates with the Continuum of Care which is led by the La Crosse Collaborative to End Homeless and Couleecap. For information about specific organizations and activities within La Crosse that are addressing homelessness, please see *MA-30 (Homeless Facilities and Services)* and *SP-40 (Institutional Delivery Structure)*.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of La Crosse will support homeless outreach activities, with the intention of reaching 250 persons.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of La Crosse will support non-profit organizations in providing shelter to unsheltered persons, with the intention of reaching 100 persons.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of La Crosse will support the Couleecap program to transition individuals to permanent supportive housing, with the intention of reaching 250 persons.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City of La Crosse will support non-profit organizations in preventing homelessness for extremely

low-income and/or at-risk households, with the intention of reaching 250 persons.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City of La Crosse will continue to support affordable housing opportunities in the region, continue to de-concentrate pockets of poverty and create mixed-income neighborhoods, promote homeownership for BIPOC households, collaborate with the La Crosse Housing Authority, and continue to promote housing for all abilities.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

- Continue to conduct a comprehensive update of the City's zoning and subdivision ordinances (started in Fall 2024).
- Collaborate with La Crosse County on its current housing study to address local and regional housing needs (started Winter 2025).
- Continue the City's Replacement Housing and Housing Rehabilitation programs to address the community's most dangerous and dilapidated housing.
- Examine ways to increase the number of rental housing vouchers available in the region and roster of landlords that are willing to participate in the Housing Choice Voucher program.
- Use CDBG funds to support the construction of affordable housing.
- Address recommendations outlined in the recent Analysis of Impediments to Fair Housing Choice.

Discussion:

The City recently completed its Analysis of Impediments to Fair Housing Choice in April 2025. Please see the latest version of this document on the City's website.

AP-85 Other Actions – 91.220(k)

Introduction:

In addition to the CDBG funded actions outlined in this Action Plan, there are other actions that the City of La Crosse will take to provide decent housing, a suitable living environment, and expand economic opportunities.

Actions planned to address obstacles to meeting underserved needs

Cuts to HUD funding has made it more difficult to address underserved needs. The City is addressing this issue by prioritizing its funds towards only projects that meet a high priority in its Consolidated Plan. It also evaluates applicants for funding based on whether applicants are using CDBG funds to leverage additional funds.

Actions planned to foster and maintain affordable housing

Please see *SP-55 (Barriers to Affordable Housing)* and *AP-75 (Barriers to Affordable Housing)*.

Actions planned to reduce lead-based paint hazards

Please see *SP-65 (Lead Based Paint Hazards)*.

Actions planned to reduce the number of poverty-level families

Please see *SP-70 (Anti-Poverty Strategy)*.

Actions planned to develop institutional structure

Please see *SP-80 (Monitoring)*.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of La Crosse will continue to work with local housing and social service organizations to identify strategies to increase communication, share resources and knowledge, and secure additional financial resources.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
<TYPE=[text] REPORT_GUID=[A698417B4C924AE0218B42865313DACF] DELETE_TABLE_IF_EMPTY=[YES]>	
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City consistently leverages funds in addition to HOME Investments.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   Recapture provisions must recoup the HOME investment from available net proceeds obtained from the sale of a house. Resale provisions must limit any subsequent purchase of a HOME-assisted property to income-eligible families, provide the owner with a fair return on investment, and ensure that the house will remain affordable to a reasonable range of low-income homebuyers.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   No planned activities for rental units. Replacement Policy & Procedures provide guidelines for resale/recapture of owner-occupied properties.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   No plans to utilize HOME funds to refinance existing debt.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)). *<TYPE=[text] REPORT_GUID=[A0BBB986408D8C25582AC4BE59FA99C5]>*

   No plans to utilize HOME funds for TBRA activities.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

No plans to utilize HOME funds for TBRA activities.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

N/A

Appendix - Alternate/Local Data Sources

1	**Data Source Name** City-Wide Community Needs Survey
	List the name of the organization or individual who originated the data set. City of La Crosse Planning Department
	Provide a brief summary of the data set. The survey showed resident priorities relating to housing and economic development, as well as neighborhood revitalization and issues relating to poverty and homelessness.
	What was the purpose for developing this data set? This survey was designed and implemented to help design the priorities for the 5-Year Consolidated Plan.
	Provide the year (and optionally month, or month and day) for when the data was collected. The survey was administered online, in person, door-to-door, at events on Survey Monkey from October-December 2019.
	Briefly describe the methodology for the data collection. The survey was administered through Survey Monkey
	Describe the total population from which the sample was taken. The survey was available to residents of the city of La Crosse.
	Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed. 2295 people were surveyed: 1859 lived in the City, 302 worked but did not life in the City, 90 did not live or work in the City. Only the 1859 responses of City residents were analyzed. 92% survey responses were White, 8% non-white, 67% homeowners and 28% renters, 892 survey takers were households earning less than $50,000 per year.
2	**Data Source Name** 2012-2016 ACS 5-Year Community Survey
	List the name of the organization or individual who originated the data set. US Census
	Provide a brief summary of the data set. ACS estimates 2012-2016
	What was the purpose for developing this data set? To provide more updated information than what is provided by the IDIS system

	Provide the year (and optionally month, or month and day) for when the data was collected. standard ACS Data C
	Briefly describe the methodology for the data collection. The **Census Bureau** selects a random sample **of** addresses to be included in the **ACS**. Each address has about a 1-in-480 chance **of** being selected in a given month, and no address should be selected more than once every five years. **Data is collected** by internet, mail, telephone interviews and in-person interviews.
	Describe the total population from which the sample was taken. It is sent to a small percentage of the population on a rotating basis throughout the decade. No household will receive the survey more often than once every five years.
	Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed. City of La Crosse
3	**Data Source Name** HUD FMR Rent
	List the name of the organization or individual who originated the data set. HUD
	Provide a brief summary of the data set. This system provides complete documentation of the development of the FY 2020 Fair Market Rents (FMRs) for any area of the country selected by the user. After selecting the desired geography, the user is provided a page containing a summary of how the FY 2020 FMRs were developed and updated starting with the formation of the FMR Areas from the metropolitan Core-Based Statistical Areas (CBSAs) as established by the Office of Management and Budget, the newly available 2017 American Community Survey (ACS) 1 year data and the newly available 2013-2017 5 year data, and updating to FY 2020 including information from local survey data. The tables on the summary page include links to complete detail on how the data were developed.
	What was the purpose for developing this data set? Established for HUD Programs
	Provide the year (and optionally month, or month and day) for when the data was collected. 2019
	Briefly describe the methodology for the data collection. N/A
	Describe the total population from which the sample was taken. N/A

	Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed. N/A
4	**Data Source Name** 2014-2018 ACS Data
	List the name of the organization or individual who originated the data set. US Census
	Provide a brief summary of the data set. The **American Community Survey** (**ACS**) is an ongoing survey by the U.S. Census Bureau. It regularly gathers information previously contained only in the long form of the decennial census, such as ancestry, citizenship, educational attainment, income, language proficiency, migration, disability, employment, and housing characteristics. These data are used by many public-sector, private-sector, and not-for-profit stakeholders to allocate funding, track shifting demographics, plan for emergencies, and learn about local communities.[1] Sent to approximately 295,000 addresses monthly (or 3.5 million per year), it is the largest household survey that the Census Bureau administers.[2]
	What was the purpose for developing this data set? Demographics
	Provide the year (and optionally month, or month and day) for when the data was collected. 2018
	Briefly describe the methodology for the data collection. See above
	Describe the total population from which the sample was taken. See above
	Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed. See above
5	**Data Source Name** Public Housing Authority
	List the name of the organization or individual who originated the data set. Public Housing Authority
	Provide a brief summary of the data set. Report from Executive Director of Housing Authority, as reported in their Consolidated Plan

	What was the purpose for developing this data set? Determine the nature and extent of public housing.
	Provide the year (and optionally month, or month and day) for when the data was collected. January 2020
	Briefly describe the methodology for the data collection. Describe public housing available in the La Crosse Area
	Describe the total population from which the sample was taken. N/A
	Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed. N/A
6	**Data Source Name** 2016-2020 ACS 5-Year Community Survey
	List the name of the organization or individual who originated the data set.
	Provide a brief summary of the data set.
	What was the purpose for developing this data set?
	Provide the year (and optionally month, or month and day) for when the data was collected.
	Briefly describe the methodology for the data collection.
	Describe the total population from which the sample was taken.
	Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed.

2025-2029 Consolidated Plan Summary

Overview

The City receives funds from the U.S. Department of Housing & Urban Development (HUD) through the Community Development Block Grant (CDBG) and HOME Investment Partnership programs. Every five years, the City must complete a Consolidated Plan to identify community needs and outline strategies for allocating federal funds.

Input Process

- Online community survey
- Two public open houses
- Individual meetings with stakeholders
- Interviews with City & County Staff
- Public Hearings
- 30 Day Comment period
- Reference of existing city plans

Needs Assessment

The needs assessment for the City of La Crosse identified critical issues related to housing, public services, and infrastructure. Aging housing stock, affordability challenges, and inadequate resources for vulnerable populations were central concerns. Key areas of need identified are as follows:

- *Housing Quality & Affordability* - limited housing opportunities, especially affordable rental/homeownership options, high energy costs and aging housing stock in need of updates.
- *Public Housing* - Long waitlists & anticipated reductions in federal funding.
- *Special Needs Population* - Ongoing need for units accessible to residents with mental, physical, or developmental disabilities.
- *Homeless Population* - Need for housing with supportive services and case management
- *Public Services* - greatest need for services addressing homelessness, mental health, crime prevention & public safety, barriers to housing, and substance abuse.

Market Analysis

The Market Analysis highlights key housing challenges in La Crosse, informed by the 2024 Housing Study and Fair Housing Analysis. The city's housing stock is aging, with over two-thirds of homes built before 1980, leading to maintenance issues and financial barriers for low-income residents. Geographic constraints limit new development, making the preservation and improvement of existing housing a priority.

Nearly half of renters are cost-burdened, and homeownership rates are significantly lower than state and peer-city averages. While vacancy rates are generally healthy, the rental market remains tight, contributing to affordability pressures.

Prior Plan Performance

The previous Consolidated Plan (2019–2024) achieved several key housing goals, including the rehabilitation of 48 homes and the development of 10 new affordable owner-occupied units through replacement housing. Two major multi-family developments were also completed, adding 172 affordable rental units to the community. These projects utilized CDBG funds for Acquisition & Demolition, the Affordable Housing Revolving Loan Fund, and additional City dollars to come to fruition.

In response to the COVID-19 pandemic, the City amended the plan to incorporate CARES Act funding to the plan. The Citizen Participation Plan was also amended during this time to allow for virtual meetings and public participation.

2025-2029 Consolidated Plan Summary

5-Year Strategic Plan

The purpose of the 5-Year Strategic Plan is to address issues identified in the Needs Assessment & Market Analysis. The Priority Needs & Goals identified are:

Quality Affordable Housing

- Increase access to affordable housing
- Provide funding to increase the quality of housing

Poverty Alleviation

- Provide resources to increase self-reliance through partner organizations
- No more than 15% of allocation & program income can be allocated to public services

Economic Development

- Fund workforce development programs
- Support business development

Urgent Need

- Address urgent, emergency issues in a timely manner
- This is a new expenditure category for the City of La Crosse, as encouraged by HUD

Administration

- Create & update plans, policies & procedures to address changing market needs
- Allocate funds for City staff to ensure compliance with CDBG and HOME regulations

Funding	2025 Annual Allocation
CDBG	$882,603
HOME	$277,259

Annual Action Plan Allocation

The Action Plan serves as a detailed, annual roadmap that implements goals established in the Consolidated Plan. The 2025 annual funding is allocated as follows:

- Increase access to affordable housing - CDBG $264,782 | HOME $249,532
- Provide funding to increase the quality of housing - CDBG $93,042
- Economic Development - CDBG $176,540
- Poverty Alleviation - CDBG $149,654
- Urgent Need - CDBG $22,065
- Administration - CDBG $176,520 | HOME $27,726

Poverty Alleviation Grantees | 2025 Public Service Awards

- Cia Siab, Inc; Kho Tsev: Hmoob Family Housing Program - $25,900
- La Crosse County; Schuh-Mullen Project - $47,043
- New Horizons; Homicide Prevention Shelter - $25,000
- Catholic Charities; La Crosse Warming Center - $25,900
- Family & Children's Center; Stepping Stones - $25,900

CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID: 25-0663

Caption: Resolution Authorizing the 2025-2029 Consolidated Plan & 2025 Action Plan

Staff/Department Responsible for Legislation

Planning & Development

Requestor of Legislation

Planning & Development

Location, if applicable

N/A

Summary/Purpose

Approve the 2025-2029 Consolidated Plan & the 2025 Action Plan. The City is required to develop an action plan, publish it for public comment, hold a public hearing and approve the submitted plan for spending these federal funds.

Background

The City receives funds from the U.S. Department of Housing & Urban Development (HUD) through the Community Development Block Grant (CDBG) and HOME Investment Partnership programs. Every five years, the City must complete a Consolidated Plan to identify community needs and outline strategies for allocating federal funds. The purpose of the 5-Year Strategic Plan is to address issues and establish priority needs. The Action Plan servers as a detailed, annual roadmap that implements the goals established in the Consolidated Plan.

Fiscal Impact

$882,603 in CDBG funds and $277,259 in HOME funds

Staff Recommendation

Approval

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0667

Agenda Date: 7/10/2025

Version: 1

Status: Recommended to be Adopted

In Control: Common Council

File Type: Resolution

Agenda Number:

25-0667

Resolution designating concessionaire for alcohol sales at the La Crosse Regional Airport.

RESOLUTION

WHEREAS, Oakwells Commuter Rail, LLC (owned by Tailwinds Hospitality, Inc.) DBA Arrowhead Taphouse, has an agreement to operate a gift shop and restaurant in the terminal building of the La Crosse Regional Airport, 2850 Airport Road; and

WHEREAS, said agreement contains provisions to sell alcoholic beverages; and

WHEREAS, pursuant to sec. 125.51(5)(b), Wis. Stats., the operator shall be designated as the concessionaire for the sale of intoxicating liquor and fermented malt beverages on the premises of the La Crosse Regional Airport.

WHEREAS, the concessionaire acquires a Class “B” Beer license annually from the City of La Crosse and the Class “B” Liquor License every two years from the State of Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby designates Oakwells Commuter Rail, LLC as the concessionaire for the La Crosse Regional Airport from July 1, 2025 – June 30, 2027.

BE IT FURTHER RESOLVED that the concessionaire is hereby authorized to make application to the State of Wisconsin for issuance of a retail “Class B” intoxicating liquor permit and to the City of La Crosse for a Class “B” Beer license for use on the La Crosse Regional Airport premises.

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

CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID: 25-0667

Caption: Resolution designating concessionaire for alcohol sales at the La Crosse Regional Airport.

Staff/Department Responsible for Legislation

Airport

Requestor of Legislation

Jeffrey Tripp

Location, if applicable

La Crosse Regional Airport

Summary/Purpose

This resolution is required for the La Crosse Regional Airport restaurant operator, Oakwells Commuter Rail, LLC, to attain the appropriate licensing to sell alcohol.
Class "B" Beer license is issued by the City of La Crosse.
"Class B" Liquor license is issued by the State of Wisconsin (per sec. 125.51(5)(b), Wis. Stats.)

Background

In 2014, Oakwells Commuter Rail, LLC, doing business as Arrowhead Taphouse entered into an agreement to operate the restaurant and gift shop in the terminal at the La Crosse Regional Airport. The sale of alcoholic beverages is allowed under the agreement. In order for the operator to receive a license to sell alcoholic beverages, the City must designate them a concessionaire.

Fiscal Impact

Not approving this item would negatively effect overall fiscal performance of the airport.

Staff Recommendation

Staff recommends approval of this item.

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0683

Agenda Date: 7/10/2025

Version: 1

Status: Recommended to be Adopted

In Control: Common Council

File Type: Resolution

Resolution approving a reorganization to the table of positions and classifications for the Streets department.

RESOLUTION

WHEREAS, City Department Heads may request reorganization of their departmental staffing and position reclassifications for their personnel; and

WHEREAS, the City of La Crosse Street department has determined a need for an additional position to continue to meet the needs of the community.

NOW, THEREFORE BE IT RESOLVED that the addition in position classification, job title and compensation listed below is hereby approved as follows:

- ADD the position of a non-exempt, Inventory/Parts Technician, Grade 5, hourly wage range of $23.37 (Step 1) to $30.67 (Step 11).

- REMOVE the vacant position of a non-exempt, Maintenance Worker - Streets, Grade 5, hourly wage range of $23.37 (Step 1) to $30.67 (Step 11).

BE IT FURTHER RESOLVED that the position title and classification identified herein are hereby approved effective July 18th, 2025, and the Director of Human Resources, Director of Engineering and Public Works, and Street Superintendent are hereby authorized and directed to take all necessary steps to implement this resolution.

CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID: 25-0683

Caption: Resolution approving reorganization to the table of positions and classifications for the Street Departme

Staff/Department Responsible for Legislation

Ryan Rasmussen, Street Superintendent; Matthew Gallager, Director of Engineering and Public Works

Requestor of Legislation

Rebecca Franzen, Director of Human Resources

Location, if applicable

Street Department (citywide)

Summary/Purpose

The changes to the table of positions and classifications for the City of La Crosse Street department by this action would result in the following change:

ADD one position of a non-exempt, Inventory/Parts Technician
REMOVE one vacant position of a non-exempt, Maintenance Worker - Streets

Background

The city has implemented a work order system to track repairs, this will create metrics for total life cycle cost of fleet vehicles/equipment. With the additional work load that has been given to the current Inventory/Parts Technician- he can not keep up with the additional duties and his main role of ordering parts for the city fleet. This position will take on this new work assignments and cover for other duties when our current employee is off.

Fiscal Impact

Proposed changes will be covered in 2025 with funds available from vacant positions - no anticipated fiscal impact as both positions are within the same pay grade.

Staff Recommendation

Adopt

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0697

Agenda Date: 7/10/2025

Version: 1

Status: Recommended to be Adopted

In Control: Common Council

File Type: Resolution

Agenda Number:

Resolution approving the City-Sponsored Bicycle-Sharing Program Operating Agreement between the City of La Crosse and Drift Share, Inc.

RESOLUTION

WHEREAS, the Common Council of La Crosse approved a Bicycle and Pedestrian Master Plan in 2024 which includes a benchmark to increase access and support the bike sharing program; 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 twenty-four 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 from the Wisconsin Department of Transportation in the amount of $45,360 to fund 80% of the estimated cost for the Drift Cycle expansion project; and

WHEREAS, the Common Council approved Resolution 24-0858 which designated a funding source and approved the State/Municipal Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the City-Sponsored Bicycle-Sharing Program Operating Agreement between the City of La Crosse and Drift Share, Inc.

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 and Development are hereby authorized and directed to take all necessary steps to implement this resolution.

CITY-SPONSORED BICYCLE-SHARING PROGRAM OPERATING AGREEMENT

Between the City of La Crosse and Drift Share, Inc

This City-Sponsored Bicycle-Sharing Program Operating Agreement ("Operating Agreement"), entered into by and between the City of La Crosse ("City"), a Wisconsin Municipal Corporation, located at 400 La Crosse Street, La Crosse, Wisconsin 54601, and Drift Share, Inc ("Drift"), a Wisconsin non-stock corporation, with its principal place of business at 230 24th St N, La Crosse, Wisconsin, 54601, is effective as of the date by which both parties have signed hereunder and according to the terms and conditions set forth herein.

RECITALS

WHEREAS, Drift is a La Crosse based nonprofit that owns and operates the bicycle share program in the City to address community transportation needs; and,

WHEREAS, in 2018, the City completed a bike share feasibility study, which indicated that the city of La Crosse has adequate bicycle infrastructure and the geographic density to support bike share; and,

WHEREAS, the City of La Crosse Common Council approved the 2024 Bicycle and Pedestrian Master Plan which includes a benchmark to support the local bike share; and

WHEREAS, Drift emerged via public-private partnership to create the first bike share program to provide affordable and accessible transportation alternatives to the community; and,

WHEREAS, Drift officially launched in 2021, leasing forty bikes and eight stations primarily in the downtown area. The bike share has continued to expand service and now operates seventy-five bikes and fifteen stations with a goal of continued expansion. This program saw a total of 6,342 total rides in 2024. With goals of continued expansion, Drift is interested in expanding service to build a more equitable and accessible system; and,

WHEREAS, residents, commuters, and visitors in La Crosse benefit by having bike share as part of the public transportation network; and,

WHEREAS, the program is funded through a collaboration of public and private partners; and,

WHEREAS, Resolution 22-0570 was passed by the La Crosse Common Council in support of allocating funding from ARPA "Lost Revenue" general government services to the Drift Cycle Bike Share Project; and,

WHEREAS, City governmental bodies previously approved Drift bike share locations, as set forth in *Exhibit A*;

WHEREAS, the City, in partnership with Drift, applied for the Non-Infrastructure Transportation Alternatives Program (TAP) grant (the "Grant") via Redistribution Funds to expand Drift Cycle bicycle sharing program including five new stations and twenty-four new bikes (the "Project"); and,

WHEREAS, the City was notified that it was awarded the Grant for the project, under which the Wisconsin Department of Transportation ("WisDOT") will reimburse the City for up to 80% of project costs, up to $45,360 in federal funds, and the City will be responsible for the remaining 20% ($11,340) of project costs, which was previously approved by the La Crosse Common Council via Resolution 24-0858; and

WHEREAS, Grant funding will be provided via a State/Municipal Agreement between the City and WisDOT ("SMA Agreement"); and

WHEREAS, to complete the project, it is necessary for the City and Drift to enter into this Agreement to address the work to be done, payment for the work, and other terms and requirements of the Grant and the SMA Agreement.

NOW, THEREFORE, the City and Drift hereby enter into this Agreement, subject to the following terms and conditions:

1. Purpose. The purpose of this Agreement is to establish terms and conditions for the Project and payment and responsibility of the local share of Project costs.
2. Term. This Agreement shall expire ten (10) years after the last station described below in Sec. 3.a is installed.
3. Project. Drift agrees that it shall add 5 bicycle-sharing stations and 24 bicycles to the La Crosse Bike Share System as set forth in this section. Drift shall procure the equipment and bicycles, and install the same, subject to any applicable federal funding requirements.
    a. Locations. The station additions shall be located in the following areas:
        i. Eagle Watch (Hwy 53)
        ii. North Community Library (1552 Kane St)
        iii. Copeland Park (1130 Copeland Park Dr)
        iv. Boot Hill (1514 St Andrew St)
        v. La Crosse Center (315 Front St S)
    b. Station Placement. Placement shall be approved by the necessary City of La Crosse governing bodies and departments before being placed. Placement of a bicycle sharing station at a location covered by this

Agreement may not commence until all necessary permits and approvals are obtained. During station placement, Drift shall comply with all conditions of approval related to the placement. Upon completion of the placement, Drift shall restore all City land affected by the placement to its original condition, except for the improvements made by Drift for the bicycle-sharing station. The City may charge Drift for its costs associated with restoring the right-of-way or other City property to its original condition if Drift fails to do so. Any property belonging to the City being provided for use by Drift shall be used in a responsible manner and only for the purposes provided in this Agreement.

c. Bicycles. Drift shall add 24 new bicycles to the La Crosse Bike Share system in the 5 new locations.

d. Timing. All new stations and bicycles shall be added no later than the SMA Agreement completion date. Pursuant to the terms of the SMA Agreement, once the City is notified by WisDOT that the project is authorized and available for charging, the City shall notify Drift and work on the project may commence. The SMA Agreement has a commencement deadline of 5/31/2028 and a completion date of 6/30/2030.

e. Traffic Control. 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 Drift 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.

f. Responsibility. Drift assumes full responsibility for the plans and special provisions provided by their contractor for the Project. Drift is responsible for any expense or cost resulting from any error or omission in such plans. Drift will reimburse the City if the City incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

g. Project Benefit. Both Parties agree that the Project will benefit the general public.

4. On-Going Maintenance Responsibilities. Drift is responsible for the maintenance and operation of the La Crosse Bike Share Program. As such, Drift owns the stations, bicycles, and associated equipment. Drift agrees to own and maintain the stations and bicycles described above in Section 3 and *Exhibit A* for their useful life. Drift understands that a failure to follow this provision could result in the City

being liable to the State of Wisconsin or the United States government for all or a portion of the Project funding covered by the Grant. Should that occur, Drift agrees to reimburse the City for any amounts owed. More specifically, Drift agrees to maintain and operate all bicycle-sharing stations (including bicycle racks, bicycles, signs) at locations covered by this Agreement in a working condition and such that the facilities do not threaten, in any way, the safety of the public nor unreasonably impede vehicle, bicycle, or pedestrian traffic or cause any type of hazardous obstruction within City right-of-way or on other City land. In addition, Drift agrees to keep each location free from trash, debris, graffiti, or any other condition that impacts the aesthetic appeal to the location. Drift agrees to cure any defect under this provision within five (5) days of receiving written notice from the City. If Drift fails to take this remedial action, the City may perform, or contract to perform, the necessary repairs, which shall be billed to Drift.

5. Abandonment. If this Agreement expires, or is no longer in effect, and the bicycles and bicycle sharing stations still occupy City land at locations set forth in Section 3 and *Exhibit A*, Drift agrees that the City may remove all equipment and restore all of the locations. The City may sell any equipment recovered to reimburse its costs, and may pursue Drift civilly for any costs not recovered. Drift agrees that the City will not be responsible for any damages or losses incurred as a result of this activity. If Drift abandons the operation of the bicycle sharing system and its equipment while this Agreement is still in effect, such abandonment shall be considered a violation of this Agreement.

6. Cost.

    a. Project Budget. Procurement of 24 bikes and 5 stations is estimated to cost $51,700. Of this amount, up to $45,360 (80%) is expected to be covered by the Grant. The City has agreed to cover $11,340 (20%) of the project costs (local share), as provided in this section.

    b. Federal Funding. Under the SMA Agreement, federal funding will be limited to participation in the costs of the following items, as applicable to the Project:

        i. Procurement of non-infrastructure items as enumerated in the approved application (stations and bikes).

        ii. State Review services.

    c. Non-Appropriation. The Parties acknowledge that the State's authority to make Grant payments to the City under the SMA Agreement is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Wisconsin Legislature. If Grant funds are not so appropriated by the State, and the SMA Agreement is terminated, work on

the Project shall cease. If Drift continues work on the Project after being notified of non-appropriation of Grant funding, Drift shall be 100% responsible for any Project costs incurred thereafter.

d. Invoicing. As stations and bicycles are procured under Sec. 3, Drift will invoice the City for 100% of these costs, up to a total of $51,700, provided Drift shall not invoice the City for any costs before the request to award is submitted by the City and reviewed and signed by the WisDOT.

e. Payment. The City agrees that it will pay Drift within thirty (30) days of an invoice prepared under Sub. d, after which it shall be the City's responsibility to seek reimbursement from WisDOT under the terms of the SMA Agreement with the State of Wisconsin. Drift agrees to work with the City to prepare any necessary documentation to support the reimbursement claim.

f. Overages. If total project costs exceed $51,700, Drift shall complete the Project and shall be 100% responsible for the remaining costs.

g. Ineligible Expenses. Unless otherwise agreed to by the parties in writing, Drift shall be responsible for any projects costs that are deemed ineligible for federal reimbursement by WisDOT. If the City is required to reimburse any such amounts under the terms of the SMA Agreement and Grant conditions, Drift shall reimburse the City for such costs within thirty (30) days.

7. Federal and State Requirements. Due to the Grant funding of this project, Drift agrees to be subject to certain federal and state requirements as follows:

   a. General. Where applicable, the initiation and accomplishment of this project will be subject to the federal and state regulations applicable to a non-infrastructure project, as referenced in the document A Sponsor's Guide to Non-Traditional Project Implementation. These laws and regulations include, but are not limited to, the following:

      i. Environmental requirements, including but not limited to those set forth in 23 U.S.C. sec. 139 and the National Environmental Policy Act (42 U.S.C. sec. 4321 et seq.).

      ii. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. § 16.765. Drift 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, Drift 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.” Drift 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.

iii. The Project is subject to a discretionary DBE goal assessment.

iv. Federal and state statutes that govern the Transportation Alternatives Program.

b. Additional applicable state and federal requirements may include, but are not limited to, the following:

i. Prevailing wage requirements, including but not limited to 23 U.S.C. § 113 and Wis. Stat. § 103.50.

ii. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. § 313 and Wis. Stat. § 16.754.

iii. Competitive bidding requirements set forth in 23 U.S.C. § 112 and Wis. Stat. § 84.06.

c. Debarment Certification. By entering into this Agreement, Drift certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

i. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;

ii. Have not, within a three-year period preceding this SMA 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;

iii. 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;

iv. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and

v. 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.

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

e. Access to Records; Audit. Drift, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. The City, or any of its duly authorized representatives, shall have access, at no cost to the City to such books, records, documents, papers or any records, including electronic, of Drift which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions. If necessary, Drift will cooperate with the City on WisDOT's Project audit, which is required under the terms of the SMA Agreement. In the event that

any litigation, claim or audit is initiated prior to the expiration of said records retention period, the records will be retained until such litigation, claim or audit involving the records is complete.

8. Insurance. Unless otherwise specified in this Agreement, Drift 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. Drift 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. Drift 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. Drift shall maintain limits no less than the following:

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

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

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

i. The City, its elected and appointed officials, officers, employees 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 Drift; products and completed operations of Drift; premises occupied or used by Drift; and vehicles owned, leased, hired or borrowed by Drift. The coverage shall contain no special limitations on the scope of protection afforded to the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers' compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of the City

ii. For any claims related to this Agreement, Drift's insurance shall be primary insurance with respect to the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.

iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its elected and appointed officers, employees or authorized representatives or volunteers.

iv. Drift'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 Drift, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to the City.

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

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

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

d. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the City.

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

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

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

9. Indemnity. To the fullest extent allowable by law, Drift hereby indemnifies and shall defend and hold harmless, at Drift's expense, the City, the State of Wisconsin, and their elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Drift, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to

be imposed on the City or State. Nothing in this section should be construed as a waiver or estoppel of any governmental party or its insurer to rely upon the limitations, defenses and immunities contained within Wis. Stats. §§ 345.05 and 893.80, or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

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

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

12. Default and Termination. In the event that Drift shall default in any of the covenants, agreements, or stipulation of this Agreement, or fails to fulfill in a timely and proper manner its obligations under this Agreement, both as determined by the City in its sole direction, and any such default shall continue unremedied for a period of thirty (30) days after written notice thereof to Drift, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against the other, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of the parties under this Agreement. It shall be a default if any of the following conditions occur:

    a. If Drift makes an assignment of its property for the benefit of creditors.

    b. If Drift petitions a court to be adjudged bankrupt, or is adjudged bankrupt.

    c. If a petition in bankruptcy shall be filed in any court against Drift for more than thirty (30) days.

    d. If Drift is judicially determined to be insolvent.

    e. If a receiver or other officer shall be appointed to take charge of the whole or any part of Drift's property or to wind up or liquidate its affairs.

    f. If Drift shall seek reorganization under any terms of the National Bankruptcy Act, as amended, or under any other insolvency law, including a Wisconsin Chapter 128 proceeding.

    g. If Drift shall admit in writing its inability to pay its debts as they become due.

h. If any final judgment shall be rendered against Drift and remain unsatisfied for a period of thirty (30) days from the date on which it becomes final.

13. Termination for Convenience. The City may terminate this Agreement for convenience for any reason by giving twelve (12) months advance notice to Drift of such termination and specifying the effective date.

14. City Ordered Removal of Facilities. Drift shall remove the bicycle(s) and bicycle racks/station equipment in the right-of-way that are permitted under this Agreement upon ten (10) days written notice by the City or as required by any applicable permit. For all other facilities subject to this Agreement located on other City land, Drift agrees to remove the bicycle(s) and bicycle racks/station equipment upon thirty (30) days written notice by the City. Furthermore, due to, among other things, special events, construction or public work activity, weather related concerns, unforeseen circumstances, or other reasons consistent with the City and the public's use and enjoyment of City land, the City may find that it is necessary for Drift to remove some or all of the bicycle station equipment at a location, temporarily or permanently. Under these circumstances, the City shall give Drift as much notice as reasonably possible, after which Drift shall abide by the removal order. If removal is required under this subsection, Drift shall not be entitled to damages for removal of the bicycle station equipment, and if Drift shall not remove the same upon due notice, it shall be removed at Drift's expense.

15. Reimbursement of the City. If Drift fails to restore City property or maintain the bicycles or station equipment covered by this Agreement and the City has to take remedial action, the City shall bill Drift upon completion of the activity, which amount Drift shall pay within thirty (30) days. Drift acknowledges that the City shall be the sole judge of whether locations have been satisfactorily restored or maintained.

16. Governmental Approvals. Drift acknowledges that various of the specific undertakings of La Crosse described in this Agreement may require approvals from the La Crosse Common 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. Drift shall be responsible for obtaining and maintaining all required permits and approvals necessary to install and operate the program's facilities in the right-of-way or on other City land. Failure to have or maintain valid permits or approvals will cause the privileges granted by this Agreement to immediately expire for each location in question where non-compliance has occurred. Drift shall have thirty (30) days to either obtain the necessary permit and approval for the non-complying location or to remove its equipment and complete full restoration of the location.

Drift further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council and/or the State of Wisconsin. The City's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. The City cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such approvals on a timely basis.

17. 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.

18. 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.

19. 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.

20. Assignment. Drift shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the City's prior written consent. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Drift shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer. The decision to allow an assignment by Drift rests solely with the City, in its discretion.

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

22. 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.

23. Subcontracting. None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of the City. 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. Drift shall be as fully responsible to the City 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.

24. Conflict of Interest. Drift 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. Drift 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 Drift or its employee must be disclosed to the City.

25. Non-Discrimination. Pursuant to law, it is unlawful and Drift 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. Drift 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.

26. Political Activities. Drift 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 Drift employees are not at work.

27. 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.

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

29. Implementation Schedule and Time of the Essence. Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of the City. 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.

30. 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.

2. Notices. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after depot with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City:	Attn. City Clerk	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

Drift shall identify in writing and provide to the City the contact person and address for notices under this Agreement.

31. Incorporation of Proceedings and Exhibits. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City, including but not limited to adopted or approved plans or specifications on file with the City, and further including but not limited to all exhibits as referenced herein, are incorporated by reference herein and are deemed to be the contractual obligation of Drift whether or not herein enumerated.

32. 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.

33. 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.

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

or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

35. Good Standing. Drift 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. Drift 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.

36. 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.

37. Execution of Agreement. Drift shall sign and execute this Agreement on or before sixty (60) days of its approval by the La Crosse Common Council and Drift's failure to do so will render the approval of the Agreement by the La Crosse Common Council null and void unless otherwise authorized.

38. Counterparts; Electronic Delivery. 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. Signatures on this Agreement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the Parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

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

IN WITNESS HEREOF, the parties have executed and delivered this Agreement effective the date set forth next to the City's signature below.

THE CITY OF LA CROSSE:

_____

Shaundel Washington-Spivey, Mayor

_____

Date

_____

Nikki Elsen, City Clerk

_____

Date

DRIFT SHARE, INC.:

_____

Jacob Sciammas, Board President

_____

Date

CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID 25-0697

Caption Resolution approving the City-Sponsored Bicycle-Sharing Program Operating Agreement between the City of La Crosse and Drift Share, Inc.

Staff/Department Responsible for Legislation

Planning and Development Department

Requestor of Legislation

Planning and Development Department

Location, if applicable

Drift Cycle locations include Station 1: Eagle Watch; Station 2: Loggers Field/Copeland Park; Station 3: North Community Library; Station 4: Old Rubber Mills Factory; Station 5: La Crosse Center

Summary/Purpose

The purpose of this resolution is to approve an agreement between the City of La Crosse and Drift Cycle in order to move forward with the Transportation Alternatives Program redistribution project to include five new Drift Cycle stations with funds that were received by the Wisconsin Department of Transportation. The agreement will allow Drift Cycle to do the purchasing and operating of the new stations and bikes.

Background

Drift Cycle is La Crosse's bike share program serving as an integral part of the transportation network with easy-to-use rental bikes for residents, commuters, and visitors that provides an affordable, sustainable option contributing to the health and vibrancy of the community. Drift Cycle first launched in 2021, leasing forty bikes at eight stations, and has continued to expand since. This project intends to add twenty four bicycles and five racks to expand the boundaries and accessibility of the existing successful system.

Fiscal Impact

$8,250 TID 16, $3,090 Fund 4833095-580900-23804
$45,360 Fund 210 (upon completion, 80% of the total project costs up to $45,360 will be reimbursed back to the City)

Staff Recommendation

Staff Recommends Approval.

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0720

Agenda Date: 7/10/2025

Version: 1

Status: Recommended to be Adopted

In Control: Common Council

File Type: Resolution

Resolution authorizing contract renewal for the State of Wisconsin Hazardous Materials Response System Services contract with City of La Crosse for 2025-2027.

RESOLUTION

WHEREAS, the City of La Crosse (City) and the State of Wisconsin Department of Military Affairs (DMA)and Division of Emergency Management (WEM) have a long-standing agreement to support a statewide hazardous materials response system; and

WHEREAS, this contract is signed jointly with multiple municipalities that make up the Southwest Wisconsin Hazardous Materials Taskforce; and

WHEREAS, the City depends on this statewide hazardous materials response system and the system's support of the City's local hazardous materials response needs; and

WHEREAS, the Fire Chief has participated with the Hazmat Directors Section of the Wisconsin State Fire Chiefs Association to negotiate contract updates with DMA and WEM to better support the response system and the participating local jurisdictions.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the Mayor, City Clerk, and City Attorney are authorized to sign the "Contract for Wisconsin Hazardous Materials Response System Services" for the period of July 1, 2025, through June 30, 2027.

BE IT FURTHER RESOLVED that City Staff and the Fire Department are hereby authorized to perform all duties to effectuate this resolution.


WISCONSIN
W
E
M
EMERGENCY MANAGEMENT

CONTRACT FOR
WISCONSIN HAZARDOUS MATERIALS
RESPONSE SYSTEM SERVICES

JULY 1, 2025, THROUGH JUNE 30, 2027

Between

STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT

And

CITY OF MADISON, WISCONSIN
CITY OF LA CROSSE, WISCONSIN
CITY OF PORTAGE, WISCONSIN
GRANT COUNTY, WISCONSIN
ROCK COUNTY, WISCONSIN
VERNON COUNTY, WISCONSIN

SOUTHWEST
WISCONSIN HAZARDOUS MATERIALS TASKFORCE



CONTRACT FOR WISCONSIN HAZARDOUS MATERIALS RESPONSE SYSTEM SERVICES

1.0 General Contract Information

1.1 **Parties:** This contract is between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management on the one hand and the City of Madison, City of La Crosse, City of Portage, Grant County, Rock County, and Vernon County, also collectively referred to as the Southwest Wisconsin Hazardous Materials Taskforce on the other for the provision of Wisconsin Hazardous Materials Response System services as described herein and authorized under 1991 Wisconsin Act 104, as codified in Wis. Stat. § 323.70 of the Wisconsin Statutes and as further amended.

1.2 **Recitals:**

WHEREAS to protect life and property against the dangers of emergencies involving Level A releases, the Division may assign and make available for use in any county, city, village, or town a hazardous materials response system.

WHEREAS the Division desires to enter into this Agreement to establish Contractor as part of the Wisconsin Hazardous Materials Response System, and Contractor desires to be so designated and to enter into this Agreement.

HOWEVER, the parties expressly recognize and attest by this Agreement that neither party intends to create or assume fiduciary or other responsibilities to provide for the containment, cleanup, repair, restoration, and investigation of the environment (air, land, and water) in a hazardous materials incident, which named responsibilities are and shall remain the sole obligations of the Wisconsin Department of Natural Resources under Wis. Stat. §§ 292.11 and 323.60(4).

1.3 **Contract Term:** This Agreement runs for two years, commencing July 1, 2025, and ending on June 30, 2027.

1.4 **Quarterly Basis:** Certain actions are to be taken on a quarterly basis. For the purposes of this Agreement, the quarters are as follows:

First quarter:	July 1 through September 30
Second quarter:	October 1 through December 31
Third quarter:	January 1 through March 31
Fourth quarter:	April 1 through June 30

2.0 Definitions: The following definitions are used throughout this Agreement:

Agreement means this Contract, together with the Exhibits. Exhibits include the

following:

Exhibit A	Standard Terms and Conditions (Request for Bids/Proposals) DOA-3054 Form
Exhibit B	Southwest Wisconsin Hazardous Materials Taskforce Budget
Exhibit C	Map of Wisconsin Hazardous Materials Response System
Exhibit D	Certificate of Protection in Lieu of an Insurance Policy, as applicable.

State means the State of Wisconsin.

Department means the State of Wisconsin Department of Military Affairs.

Division means the Division of Emergency Management.

Contractor means the City of Madison, City of La Crosse, City of Portage, Grant County, Rock County, and Vernon County, also collectively referred to as the Southwest Wisconsin Hazardous Materials Taskforce, by which hazardous materials response service or services to Level A releases will be performed under this Agreement.

Emergency means a situation that affects or presents an imminent risk to public health, safety and/or the environment.

Wisconsin Hazardous Materials Taskforce means one of four (4) Taskforces located throughout the State and comprised of Type I, Type II, and Type III hazardous materials teams.

Incident means any actual or imminent threat of release, rupture, fire, or accident that results or has the potential to result in the loss or escape of a hazardous material into the environment.

Level A Release means a release that meets the specifications under Wis. Stat. § 323.02(11) of the Wisconsin Statutes.

Type I Hazardous Materials Team includes all Type II and Type III Level A release response capabilities, plus the self-sufficient ability to make entry to and the capability to respond to Weapons of Mass Destruction (WMD) and Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) incidents.

Type II Hazardous Materials Team includes all Type III Level A release response capabilities plus the analysis of unknown substances and the capability to make entry to an unknown substance response with the proper number of personnel.

Type III Hazardous Materials Team includes response capabilities to all known

chemicals and fuels plus the ability to perform mitigation operations and the capability to make entry for Level A releases and known substances with the proper number of personnel.

Wisconsin Hazardous Materials Response System means the four (4) tiered hazardous materials taskforces comprised of fire departments chosen by the Division to provide Level A hazardous materials response that meets the standards under 29 CFR 1910.120 and/or 29 CFR 1910.134(f), NFPA 472 and 1582, IS 700, ICS 100, 200, 300 and 400, and Wisconsin Firefighter 1.

3.0 Statement of Work

3.1 **Services to be provided by Contractor:** During the term of this Agreement, the Contractor agrees to provide hazardous materials response system services to Level A releases through the use of designated Type I, Type II, and Type III Hazardous Materials Teams making up four (4) Taskforce areas throughout the State of Wisconsin as described in Exhibit C, attached hereto and incorporated by reference herein. This Agreement does not include response to Type IV incidents which are locally defined and handled by the authority having jurisdiction.

Contractor's response activities under this Agreement shall be limited to emergency operations relating to hazardous materials incidents, reporting and documentation of activities arising from hazardous materials releases/incidents which threaten life, property and/or the environment. Contractor shall not provide under this Agreement any services with respect to the sampling, testing, analysis, treatment, removal, remediation, recovery, packaging, monitoring, transportation, movement of hazardous materials, cleanup, storage and disposal of hazardous materials except as these may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident, as determined by the Contractor.

Contractor shall establish safety perimeters at or near sites and vessels. Contractor shall not be required to locate underground utilities, ensure appropriate traffic control services, conduct hydrological investigations and analysis, or provide testing, removal, and disposal of underground storage tanks at or near the emergency response incident to which the Contractor is dispatched.

The Division and Contractor make no representations to third parties with regard to the ultimate outcome of the services to be provided under this Agreement, but Contractor shall respond to the best of its abilities, subject to the terms of this Agreement.

3.2 **Performance Conditions:** Contractor acknowledges that prior to undertaking any emergency response activity under this Agreement, Contractor shall receive written approval from the Division to proceed with response activities. A Contractor that

has previously been providing services under a regional hazardous materials response system agreement with the Division is considered to have received written approval to proceed with response activities. Division approval shall be conditioned upon the Contractor demonstrating to the Division that its employees, equipment and vehicles meet or exceed applicable regulatory requirements.

3.3 **Personnel:** Contractor shall provide an adequate number of trained, medically monitored, competent, and supervised personnel as established by the Division and as is reasonably necessary to operate within the safety levels of the Wisconsin Hazardous Materials Response System. Contractor shall meet the standards under 29 CFR 1910.120 and/or 29 CFR 1910.134(f), NFPA 471, 472 and 1582, IS 700, ICS 100, 200, 300 and 400, and Wisconsin Firefighter 1 certification.

3.4 **Vehicles and Equipment:** Contractor shall limit its activities to that which can be safely accomplished within the technical limitations of the available vehicles and equipment. Contractor may use equipment and vehicles provided by the Division for Contractor's local use, except as follows. Contractor agrees that in the event of multiple responses, said equipment that is already not committed to a prior response shall be used on a priority basis to respond to a hazardous materials release. Contractor shall provide the Division with a current listing of its equipment assets including the manufacturer, date of purchase, and calibration requirements within 30 days after this Agreement is fully executed and annually thereafter.

3.5 **Vehicles and Equipment Use Limitations:** This Agreement in no way limits the Contractor from responding with Division-provided vehicles, equipment, and supplies under local authority, mutual aid agreements, or other contracts under local authority.

3.6 **Response Procedures and Limitations:** Contractor recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Contractor agrees that if local fire response obligations in Contractor's own jurisdiction create limits or unavailable resources, Contractor will seek aid from local jurisdictions to assist in local fire response obligations in Contractor's own jurisdiction.

Contractor's obligation to provide services hereunder shall arise, with respect to specific response actions, upon receipt of an emergency response request pursuant to mutually approved Standard Operating Guidelines provided in Subsection 3.8. These guidelines will be maintained in a mutual aid support system that will be used to assess readiness.

3.7 **Right of Refusal:** If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Contractor because Contractor's resources are otherwise inadequate or unavailable and mutual aid is unavailable for a hazardous materials response within the State, then, if notice has been provided to the Division, the Contractor may decline a request for hazardous materials

response system services.

3.8 **Standard Operating Guidelines:** Contractor and Division agree that hazardous materials response system operations will be conducted in accordance with Wisconsin Hazardous Materials Response System Operations Plan, and "Call Out Procedure" that will be mutually approved by the parties to this Agreement.

3.9 **Mutual Aid Box Alarm System (MABAS):** Contractor is highly encouraged to participate in the MABAS-WI program. At a minimum and absent MABAS-WI participation, Contractor will be qualified and credentialed under all NIMS standards for hazardous materials.

3.10 **Standardized Equipment Reports:** In order to prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall require standardized equipment purchases and inventory for the Wisconsin Hazardous Materials Response System. Contractor shall update, on an annual basis, the Standardized Equipment Report that provides a current inventory of all hazardous materials equipment assets including but not limited to the manufacturer, date of purchase, and calibration requirements. The Contractor will input equipment inventory on the Division's secure ImageTrend Elite website, https://wisconsinfire.imagetrendelite.com/elite/organizationwisconsinfire/ or equivalent. The annual Equipment Inventory shall be updated after January 1, or when new equipment is added during the calendar year. Failure to submit timely Equipment Inventory may result in the withholding of quarterly Annual Allocation payments provided for under this Agreement.

3.11 **Operating Expenditure Reports**: In order to prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall collect standardized operating expenditure information from Contractor including but not limited to wages and stipend costs. Contractor shall provide the Division, on a quarterly basis, with an Operating Expenditure Report that provides a current listing of its hazardous materials team's operating expenditures on an electronic spreadsheet developed by the Division. The Division will input Contractor's operating expenditures on the Division's secure WebEOC website located at wi.webeocasp.com, or equivalent. The quarterly Operating Expenditure Reports shall be provided to the Division no later than thirty (30) days after the end of each quarter. Failure to submit timely Operating Expenditure Reports may result in the withholding of quarterly payments under this Agreement until such report is received.

3.12 **Hazardous Materials Incident Reporting:** To prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall collect accurate, actual, and standardized hazardous materials assist and response data. Further, Contractor shall report all hazardous materials incidents (local/county or State) on the Division's secure ImageTrend Elite website,

https://wisconsinfire.imagetrendelite.com/elite/organizationwisconsinfire/ or equivalent. The Hazardous Materials Incident Report shall be completed and submitted no later than five (5) business days after the end of the incident. Failure to submit timely Hazardous Materials Incident Reports may result in the withholding of quarterly payments under this Agreement until such report is submitted.

3.13 **Wisconsin Hazardous Materials Response System Member Rosters:** Under Subsection 5.11, members of the Wisconsin Hazardous Materials Response System are considered state employees for worker's compensation purposes. It is paramount that the Division has a current listing of all members in order to ensure coverage. Contractor shall provide the Division, on a quarterly basis, with a current listing of its members on an electronic spreadsheet developed by the Division. Failure to submit timely member rosters may result in the withholding of quarterly payments under this Agreement.

4.0 Advisory Committee

4.1 There are currently four agreements establishing separate Wisconsin hazardous materials taskforces. Section 4 of each such agreement authorizes the creation of a committee that will advise the Division on matters relating to the exercise of the Division's discretion.

4.2 The committee shall be advisory only.

4.3 Committee membership shall be made up of two representatives from each type of team (Type 1, Type 2 and Type 3) and one at-large representative.

4.4 Membership may be drawn from any of the contractors of any of the four taskforces.

4.5 The members of the advisory committee shall be appointed by the Board of Directors of the Wisconsin State Fire Chiefs Association.

5.0 Contractor Annual Allocation, Reimbursement, and Grants

There are two types of Contractor funding under this Agreement: (1) Annual Allocation based on the Type I, Type II or Type III Level A release capabilities provided by Contractor and (2) Team Response Costs. Each of these is discussed below.

5.1 **Annual Allocation and Quarterly Payments:** As provided under Wis. Stat. § 323.70(2) of the Wisconsin Statutes, Contractor will be subsidized annually for each fiscal year, commencing on 7/1/2025 and ending on June 30, 2027 under this Agreement for its approved annual allocation as described in "Exhibit B", attached, and incorporated by reference. The payments shall be made to Contractor on a

quarterly basis, with the first payment to be made at the end of the first quarter, if all required quarterly reports have been submitted for the quarter at issue and if the Agreement has not been terminated or canceled with respect to the Contractor. If the Agreement has been terminated or canceled with respect to the Contractor prior to the end of the Agreement, payment of annual allocations will be made pursuant to Section 8.8. Funding amounts will be based by Type I, Type II, and Type III Hazardous Materials Team designation. The Annual Allocation is intended to cover direct and indirect costs necessary to ensure the proper number of trained personnel per shift depending on the type of response, a stipend per response system member as well as baseline, maintenance, and exit physicals for each response system member. Quarterly Annual Allocation payments to Contractor shall be made from the appropriation account under Wis. Stat. § 20.465(3)(dd) of the Wisconsin Statutes.

5.1.1 Funds allocated under Subsection 5.1 of this Agreement shall supplement existing, budgeted monies of the Contractor to provide the services specified herein and may not be used to replace, decrease, or release for alternative purposes the existing, budgeted monies of or provided to the Contractor.

Further, funds allocated under Subsection 5.1 of this Agreement shall not be used by Contractor to supplement, offset, replace, decrease, or release any budgetary obligations for other municipal departments not directly connected to this Agreement.

5.2 Southwest Wisconsin Hazardous Materials Taskforce Response Costs and Reimbursement:

5.2.1 Pursuant to Wis. Stat. § 323.70(3) of the Wisconsin Statutes and as set forth in this Section 5.2.1, Contractor shall be reimbursed for reasonable and necessary response costs and expenses incurred in responding to an emergency involving a Level A release or potential Level A release pursuant to this Agreement.

Taskforce response costs may include, but are not limited to:

(1) Reimbursement for use of Vehicle(s) and Apparatus: Contractor shall be reimbursed for the approved use of its vehicles and equipment at FEMA-established rates.

(2) Personnel Expenses: Contractor's team response personnel expenses which are approved and authorized under this Agreement are reimbursable at the rates described as follows:

a) For full-time fire departments, at the actual cost of personnel expenses.

b) For part-time and volunteer fire departments or team personnel, at the average over-time hourly rates for the three geographically nearest full-time fire departments.

Team response personnel expenses shall be billed to the nearest one-fourth (1/4) hour work period. Personnel expenses may reflect replacement personnel costs and indirect charges/costs for wage, fringe, death, and duty disability retirement benefits.

(3) Emergency Expenses: Contractor's necessary and reasonable emergency expenses related to services rendered under this Agreement are reimbursable. All such expenses must be based on actual expenditures and fully documented by the Contractor. The Division reserves the right to deny any reimbursement of unjustifiable Contractor expenditures.

5.2.2 If the Division determines that an emergency requiring a response per this Agreement existed, the Division will issue reimbursement for response costs to Contractor within 60 days after receiving a complete application for reimbursement from Contractor on a form prescribed by the Division, but only if the completed application is received by the Division within 45 days after the conclusion of deployment for a response under this Agreement.

5.3 **Training Costs:** In addition to the Annual Allocation, funding may be available to Contractor through the Division's training and equipment grants. Applications shall be made via "E-Grants" and will be available to Contractor based upon established criteria. The Division makes no representations that funding will be available to any or all parties.

5.4 **Duty Disability Premium Increases:** The Division shall reimburse Contractor for costs incurred by Contractor for any increase in contributions for duty disability premiums as set forth in Wis. Stat. § 323.70(3m) for employees who received duty disability benefits because of an injury incurred while performing duties as a member of the Southwest Wisconsin Hazardous Materials Taskforce while engaging in a response to a Level A emergency under this Agreement.

5.5 **Standard Equipment Purchases and Cache:** The Division intends to standardize equipment purchases for the Wisconsin Hazardous Materials Response System. Contractor shall provide the Division with a current listing of its equipment assets including the manufacturer, date of purchase, and calibration requirements. The Division will develop a standardized equipment list including vendor information.

Contractor may make equipment purchase requests to the Division by submitting an "E-Grants" request with supporting documentation. The Division makes no representations that funding will be available to all parties.

The Division intends to develop and maintain an equipment cache. When developed, Contractor may borrow specific equipment from the equipment cache in the event of an equipment failure requiring repair of Contractor's equipment.

5.6 **Minimum Appropriation:** The Division has requested in its State Fiscal Years 2025-2027 budget a sum to cover the annual allocation for those fiscal years as described in "Exhibit B" to this Agreement. If at least that amount is appropriated, then that amount shall be the minimum amount payable annually to response teams, with any additional amounts that might be appropriated payable pro rata to the response teams as part of the annual allocation. The minimum contract annual allocation does not, however, include Contractor's response costs as specified in Subsection 5.2 of this Agreement.

5.7 **Full Payment and Release:** The Division's reimbursement(s) shall be full payment for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work authorized under this Agreement. Acceptance of payment by the Contractor shall operate as a release of the Division of all claims by Contractor for reimbursement of its response costs.

5.8 **Approval:** Contractor, when acting under this Agreement, may not participate in an emergency response to a Level A release without following the Division-approved "Call Out Procedure." Contractor agrees to make reasonable and good faith efforts to minimize costs.

5.9 **Retirement System Status and Tax Payments:** Contractor and its employees are not entitled under this Agreement to Division contribution to any retirement benefit or other benefit offered by Contractor or the State. Contractor shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes.

5.10 **Worker's Compensation:** A member of the Southwest Wisconsin Hazardous Materials Taskforce who is acting under the scope of this Agreement is an employee of the State for purposes of worker's compensation under § 323.70(5) of the Wisconsin Statutes. For all other purposes, the member remains Contractor's employee.

5.11 **Payment of Contractor's Obligations:** Contractor agrees to make payment promptly, as just, due, and payable to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects, or refuses to pay any such claims as they become due and for which the Division may be held liable, the proper officer(s) representing the Division, after ascertaining that the claims are just, due and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due to Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.

5.12 **Dual Payment:** Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a hazardous materials emergency except as approved and authorized under this Agreement.

5.13 **Taskforce Members:** Members of the Southwest Wisconsin Hazardous Materials Taskforce are firefighters and therefore are considered protective occupation employees.

6.0 Liability and Indemnity

Nothing contained in this Agreement is intended to limit any immunities and rights of any party available under Wis. Stat. §§ 345.05, 893.80, 893.82 and 895.46 or any other constitutional or statutory provision or common law. Such immunities and rights are expressly reserved to the parties.

6.1 **Scope:** During operations authorized by this Agreement, Contractor employees who are part of Contractor's emergency management program shall be agents of the State and protected and defended against tort liability under Wis. Stat. § 323.41. For purposes of Wis. Stat. § 895.46(1), members of the Southwest Wisconsin Hazardous Materials Taskforce shall, during authorized operations, be considered agents of the State and the State will indemnify such employees as required under Wis. Stat. § 895.46(1). For purposes of this section, operations means activities, including travel, directly related to a particular emergency response involving a hazardous material response/incident by a hazardous materials response system team. Operations also include specialized training activities provided under this Agreement to the members of a hazardous materials response system team.

6.2 **Civil liability exemption; hazardous material and local emergency response team:** Under Wis. Stat. § 895.483(1), a Hazardous Materials Taskforce, a member of such a Taskforce, and a local agency, as defined in Wis. Stat. § 323.70(1)(b), that contracts with the Division under Wis. Stat. § 323.70 are immune from civil liability for acts or omissions related to carrying out responsibilities under this Agreement.

7.0 Insurance Provisions

7.1 **General Liability Insurance:** Contractor shall maintain, at its own expense, and keep in effect during the term of this Agreement, commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this Agreement. Minimum coverage is one million ($1,000,000) liability for bodily injury and property damage including products liability and completed operations. The State reserves the right to require higher or lower limits where warranted.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an

Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program or alternative funding source(s), attached hereto as "Exhibit D".

7.2 **Automobile Liability:** Contractor shall obtain and keep in effect automobile liability insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. This coverage may be written in combination with the commercial liability and property damage insurance mentioned in Subsection 7.1. Minimum coverage shall be one million ($1,000.000) per occurrence combined single limit for automobile liability and property damage. The State reserves the right to require higher or lower limits where warranted.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program, or alternative funding source(s) attached hereto as "Exhibit D".

7.3 **Notice of Cancellation or Change:** Contractor agrees that there shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days' written notice to the Division.

7.4 **Certificate(s) of Insurance:** As evidence of the insurance coverage required by this Agreement, Contractor shall provide to the Wisconsin Department of Military Affairs' General Counsel an insurance certificate indicating this coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the Agreement or, if self-insured or uninsured, a Certificate of Protection in Lieu of Insurance Policy prior to commencement of this Agreement and annually thereafter.

8.0 Standard Contract Terms, Conditions and Requirements

8.1 **Disclosure of Independence and Relationship:** Contractor certifies that no relationship exists between its membership in the Hazardous Materials Response System, the State, or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the Contractor and its employees and another person or organization that constitutes a conflict of interest with respect to a state contract.

Contractor agrees as part of this Agreement that, during performance of this Agreement, it will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the Wisconsin Department of Military Affairs or has interests that are adverse to the Department.

The Department of Administration may waive the provisions of the previous two

paragraphs, in writing, if those activities of the Contractor will not be adverse to the interests of the State.

8.2 **Dual Employment:** Section 16.417 of the Wisconsin Statutes prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than $12,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.

8.3 **Employment:** Contractor will not engage the service of any person or persons now employed by the State, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department of Military Affairs and the Division.

8.4 **Conflict of interest:** Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831 and 181.0831 regarding conflicts of interest by directors in the conduct of state contracts.

8.5 **Recordkeeping and Record Retention:** The Contractor shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Contractor. The Contractor shall retain all documents applicable to the Agreement for a period of not less than six (6) years after the final payment is made or longer where required by law.

8.6 **Taskforce Member Removal:** If an individual Southwest Hazardous Materials Taskforce member is substantiated to have been negligent or unresponsive with respect to the requirements under this Agreement, the Division, after consultation with Contractor and Contractor's Fire Commission/Board, may recommend the removal of this member from the Taskforce. A request by the Division to dismiss a Taskforce member shall not constitute an order to discipline or discharge the employee. All actions taken by the Contractor and/or fire department management with regard to employee discipline shall be at the sole discretion of the Contractor and/or fire department management.

8.7 **Hold Harmless:** Contractor will indemnify, defend against, and hold harmless the Division of Emergency Management, the Department of Military Affairs, and the State of Wisconsin for any claims arising from any disputes any Local Agency may have with its employees. This shall include, but not be limited to, charges of discrimination, harassment, and discharge without just cause.

8.8 **Termination of Agreement:**

Contractor may terminate this Agreement at will by delivering ninety (90) days' written notice to the Division of intent to terminate, during which 90-day period Contractor must continue to provide services under the Agreement. If the Agreement terminates at the end of a quarter based on Contractor's 90-day notice of termination, Contractor will be paid its quarterly payment from the Annual Allocation, but no further Annual Allocation payments will be made. If the Agreement terminates during a quarter based on Contractor's 90-day notice of termination, Contractor will be paid a prorated amount of its Annual Allocation for that quarter, but no further Annual Allocation payments will be made.

The Division may terminate this Agreement at will effective upon delivery of written notice to the Contractor, under any of the following conditions:

(1) Division funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for payments under this Agreement.

(2) Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.

(3) Any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

(4) Failure of Contractor to comply with the terms, conditions, and specifications of the Agreement.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination, except as provided elsewhere in the Agreement.

8.9 **Cancellation:** The continuation of payments under this Agreement beyond the limits of the funds already available is contingent upon the future availability of funds to support such payments. The State of Wisconsin reserves the right to immediately cancel any contract in whole or in part without penalty due to non-appropriation of funds. Upon cancellation, response costs and expenses incurred up to that date will be reimbursed to the extent of recovery from the Responsible Party and any appropriated amounts available and a prorated amount of annual allocations will be made to the extent funds have been appropriated.

8.10 **Prime Contractor and Minority Business Subcontractors:** In the event Contractor subcontracts for supplies and/or services, any subcontractor must abide by all terms and conditions of the Agreement. The Contractor shall be responsible for performance of services authorized by this Agreement whether or not subcontractors are used.

Contractor is encouraged to purchase services and supplies when/if applicable from minority businesses certified by the Wisconsin Department of Development, Bureau of Minority Business Development.

8.11 **Executed Contract to Constitute Entire Agreement:** The written Agreement with referenced Exhibits and attachments shall constitute the entire agreement of the parties regarding the subject matter of the Agreement and supersedes all prior discussions, negotiations, and agreements, written or oral, with respect to the subject matter of this Agreement.

8.12 **News Releases:** News releases pertaining to the negotiation of this Agreement shall not be made without the prior approval of the Division.

8.13 **Applicable Law:** This Agreement shall be governed under the laws of the State of Wisconsin. The Contractor and State shall at all times comply with and observe all federal and state laws, rules and regulations and ordinances which are in effect during the period of this Agreement, and which may in any manner affect performance of obligations under this Agreement.

8.14 **Assignment:** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the State of Wisconsin.

8.15 **Successors in Interest:** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.

8.16 **Notifications:** Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees, and members. Such reports shall be directed to:

ATTN: Administrator
Division of Emergency Management
WI Dept. of Military Affairs
PO Box 7865
Madison, WI 53707-7865
Telephone #: (608) 242-3232

FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: State General Counsel
WI Dept. of Military Affairs
PO Box 8111
Madison, WI 53708-8111

8.17 **Severability:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

8.18 **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of Division and Contractor and approval, by passive review or otherwise, of the Wisconsin Joint Committee on Finance. In the event additional funding is provided for the four taskforces (Northwest, Northeast, Southwest and Southeast) as a group, the provisions in this Agreement and the agreements establishing the three other taskforces regarding payment to contractors shall be modified by written agreement of the parties to reflect the additional funding consistent with any legislative directive.

8.19 **Approval Authority:** Contractor's representatives certify by their signature below that they have the necessary and lawful authority to enter into contracts and agreements on behalf of the Contractor.

8.20 **Insufficient Funds:** The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds by the Division to Contractor and Contractor may, upon thirty (30) days prior written notice, terminate this contract if funds are not available.

8.21 **No Waiver:** No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, under this Agreement, on the part of the Division, State, or Contractor, shall operate as a waiver of it, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of it or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Division, State, or Contractor, in the written waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

8.22 **Construction of Agreement:** This Agreement is intended to be solely between the parties. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

8.23 **Disparity:** In the event of a discrepancy, difference or disparity in the terms, conditions or language contained in the Agreement, on the one hand, and its Exhibits on the other, it is agreed between the parties that the language in Exhibit A to this Agreement, shall control.

8.24 **Amendment to Comply with Law.** If any laws are enacted that affect the subject matter of this Agreement, the Parties agree to amend this Agreement to reflect the substance of such laws as soon as practicable. Such amendment must first be submitted to the Joint Finance Committee for passive or actual approval prior to being fully executed.

8.25 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed the original, but all of which together shall constitute one and the same instrument.

Approving Signatures:

ON BEHALF OF THE DIVISION OF EMERGENCY MANAGEMENT (DIVISION)

Dated this ____ day of _____, 2025.

_____
Greg Engle, Division Administrator

On Behalf of the City of Madison
A Municipal Corporation
Dated this ____ day of _____, 2025

Signature:_____
Printed Name: Satya Rhodes-Conway
Title: Mayor
Address: 210 Martin Luther King Jr. Boulevard
City/State: Madison, WI Zip: 53703

On Behalf of the City of Madison
Dated this ____ day of _____, 2025

Signature: _____
Printed Name: Maribeth Witzel-Behl
Title: City Clerk
Address: 210 Martin Luther King Jr. Boulevard
City/State: Madison, WI Zip: 53703

On Behalf of the City of Madison

Dated this ____ day of _____, 2025

Signature: _____
Printed Name: David P. Schmiedicke
Title: Finance Director
Address: 210 Martin Luther King Jr. Boulevard
City/State: Madison, WI Zip: 53703

On Behalf of the City of Madison

Dated this ____ day of _____, 2025

Signature: _____
Printed Name: Eric T. Veum
Title: Risk Manager
Address: 210 Martin Luther King Jr. Boulevard
City/State: Madison, WI Zip: 53703

Approved as to form:

Dated this ____ day of _____, 2025

Signature: _____
Printed Name: Michael Haas
Title: City Attorney
Address: 210 Martin Luther King Jr. Boulevard
City/State: Madison, WI Zip: 53703

On Behalf of the City of La Crosse
A Municipal Corporation

Dated this ____ day of _____, 2025

Signature: _____
Printed Name: Shaundel Washington-Spivey
Title: Mayor
Address: 400 La Crosse Street
City/State: La Crosse, WI Zip: 54601

On Behalf of the City of La Crosse

Dated this ____ day of _____, 2025

Signature: _____
Printed Name: Nikki Elsen
Title: City Clerk
Address: 400 La Crosse Street
City/State: La Crosse, WI Zip: 54601

Approved as to form:

Dated this ____ day of _____, 2025

Signature: _____
Printed Name: Stephen Matty
Title: City Attorney
Address: 400 La Crosse Street
City/State: La Crosse, WI Zip: 54601

On Behalf of the City of Portage
A Municipal Corporation

Dated this ____ day of _____, 2025

Signature: _____
Printed Name: Mitchel Craig
Title: Mayor
Address: 115 West Pleasant Street
City/State: Portage, WI Zip: 53901

On Behalf of the City of Portage

Dated this ____ day of _____, 2025

Signature: _____
Printed Name: Rebecca Ness
Title: City Clerk
Address: 115 West Pleasant Street
City/State: Portage, WI Zip: 53901

On Behalf of Grant County

Dated this ____ day of _____, 2025

Signature: _____
Printed Name: Robert Keeney
Title: County Board Chair
Address: 6139 Stanton Road
City/State: Platteville, WI Zip: 53818

On Behalf of Rock County

Dated this ____ day of _____, 2025

Signature: _____
Printed Name:
Title:
Address:
City/State: Zip:

On Behalf of Rock County

Dated this ____ day of _____, 2025

Signature: _____
Printed Name:
Title:
Address:
City/State: Zip:

Approved as to form:

Dated this ____ day of _____, 2025

Signature: _____
Printed Name:
Title:
Address:
City/State: Zip:

On Behalf of Vernon County

Dated this ____ day of _____, 2025

Signature: _____
Printed Name:
Title: County Administrative Coordinator
Address: 400 Courthouse Square
City/State: Viroqua, WI Zip: 54665

On Behalf of Vernon County

Dated this ____ day of _____, 2025

Signature: _____
Printed Name: Brandon Larson
Title: Emergency Management Director
Address: 400 Courthouse Square
City/State: Viroqua, WI Zip: 54665

Exhibit A

1.0 GUARANTEED DELIVERY: Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

2.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of Wis. Stat. § 77.66, and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

3.0 ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

4.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

5.0 NONDISCRIMINATION: In connection with the performance of work under this contract, the contractor 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 Wis. Stat. §. 51.01(5), sexual orientation as defined in Wis. Stat. § 111.32(13m) 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. Contractor is exempt from having to file an affirmative action plan but must request the exemption within fifteen (15) working days from

the date the Agreement is fully executed.

5. 1 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

5.2 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

5.3 Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued $100,000 or over.

5.4 Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

6.0 **CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

7.0 **VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

8.0 **PUBLIC RECORDS ACCESS:** Pursuant to Wis. Stat. §19.36 (3), all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall promptly provide the requested records to the contracting agency. Contractor agrees to contact the State promptly upon receiving a request for information under the public records law and comply with the State’s instructions on how to respond to the request. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

9.0 DISCLOSURE: If a state public official (Wis. Stat.§ 19.42), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars ($3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to Wis. Stat.§ 19.45(6), before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, Wis. Stat.§ 16.417.

10.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

11.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

12.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

Exhibit B

SOUTHWEST WISCONSIN
HAZARDOUS MATERIALS
TASKFORCE

WISCONSIN HAZARDOUS MATERIALS RESPONSE SYSTEM

BUDGET

CONTRACTORS:

CITY OF MADISON, WISCONSIN
CITY OF LA CROSSE, WISCONSIN
CITY OF PORTAGE, WISCONSIN
GRANT COUNTY, WISCONSIN
ROCK COUNTY, WISCONSIN
VERNON COUNTY, WISCONSIN

TEAM NAME	TEAM TYPE	BUDGET 7/01/25-6/30/26	BUDGET 7/01/26-6/30/27
CITY OF MADISON	TYPE II	$160,085.71	$160,085.71
CITY OF LACROSSE	TYPE II	$94,549.90	$94,549.90
CITY OF PORTAGE	TYPE III	$15,812.94	$15,812.94
GRANT COUNTY	TYPE III	$15,812.94	$15,812.94
ROCK COUNTY	TYPE III	$15,812.94	$15,812.94
VERNON COUNTY	TYPE III	$15,812.94	$15,812.94

NOTE: CHECKS WILL BE MADE PAYABLE TO EACH CONTRACTOR NOTED ABOVE ON A QUARTERLY BASIS AS SPECIFIED IN THE AGREEMENT.

Exhibit C

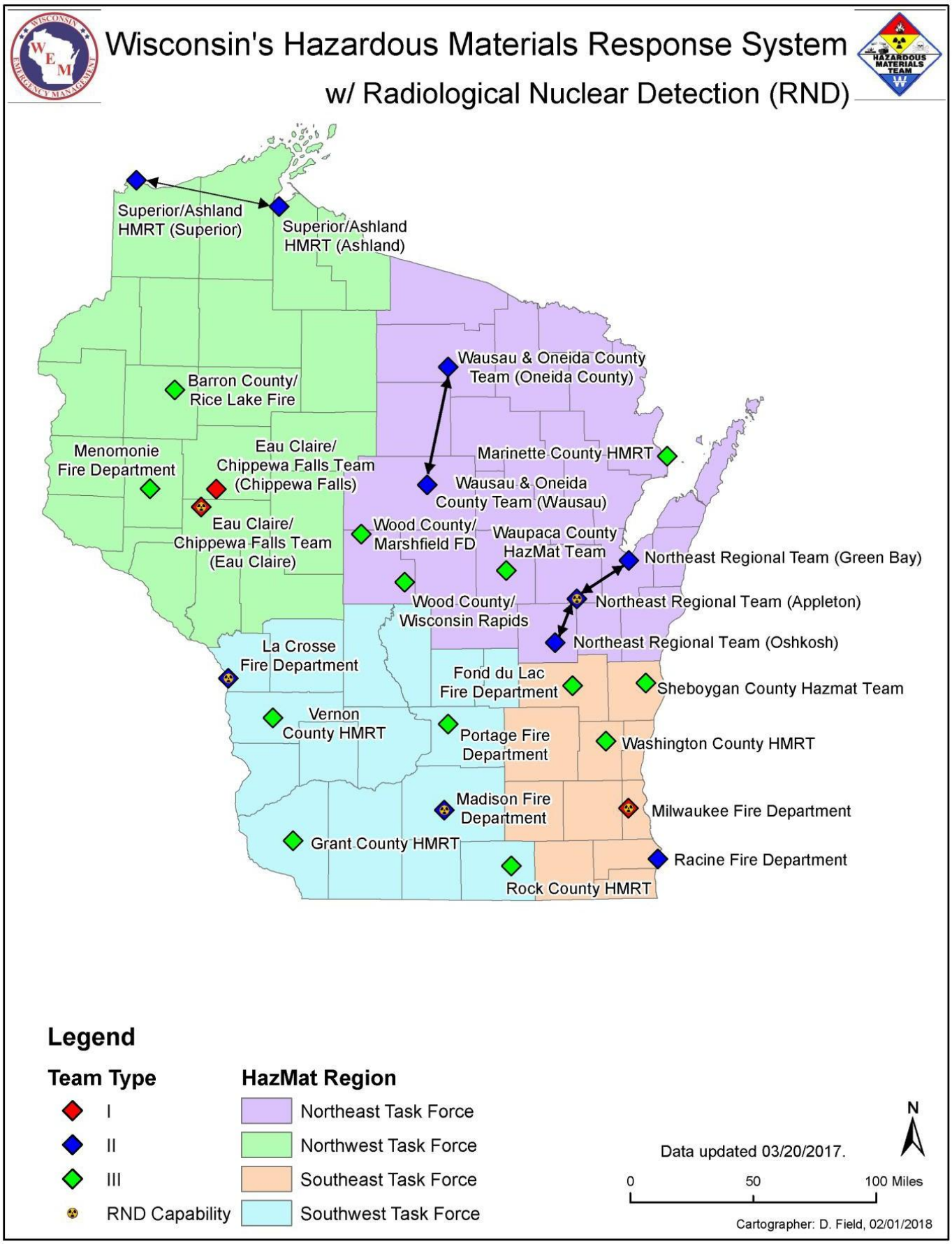

Wisconsin's Hazardous Materials Response System
w/ Radiological Nuclear Detection (RND)
Superior/Ashland HMRT (Superior)
Superior/Ashland HMRT (Ashland)
Barron County/ Rice Lake Fire
Menomonie Fire Department
Eau Claire/ Chippewa Falls Team (Chippewa Falls)
Eau Claire/ Chippewa Falls Team (Eau Claire)
Wausau & Oneida County Team (Oneida County)
Wausau & Oneida County Team (Wausau)
Marinette County HMRT
Wood County/ Marshfield FD
Waupaca County HazMat Team
Wood County/ Wisconsin Rapids
Northeast Regional Team (Green Bay)
Northeast Regional Team (Appleton)
Northeast Regional Team (Oshkosh)
La Crosse Fire Department
Fond du Lac Fire Department
Sheboygan County Hazmat Team
Vernon County HMRT
Portage Fire Department
Washington County HMRT
Madison Fire Department
Milwaukee Fire Department
Grant County HMRT
Racine Fire Department
Rock County HMRT
Legend
Team Type
I
II
III
RND Capability
HazMat Region
Northeast Task Force
Northwest Task Force
Southeast Task Force
Southwest Task Force
N
Data updated 03/20/2017.
0
50
100 Miles
Cartographer: D. Field, 02/01/2018

Exhibit D

MUNICIPAL CERTIFICATES OF INSURANCE

CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID: 25-0720

Caption: Resolution authorizing contract renewal for the State of Wisconsin Hazardous Materials Response System Services contract with City of La Crosse for 2025-2027.

Staff/Department Responsible for Legislation

Jeff Schott

Requestor of Legislation

Schott/CM Padesky

Location, if applicable

N/A

Summary/Purpose

Every two years, a Hazardous Materials Team contract with Wisconsin Emergency Management must be agreed to by the City. This empowers the City of La Crosse Fire Department to maintain a hazmat team and respond outside the City when notified. With this contract comes regional hazmat team responsibilities associated with being a Type 2 Hazmat Team and quarterly compensation provided by the State for training and the equipment to support the teams activities.

Background

The City of La Crosse Hazmat Team has been the regional asset for a almost 25 years.

Fiscal Impact

The Department recieves nearly $97,000 per year to provide the services outlined in the contract.

Staff Recommendation

Adopt the contract as written.

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0721

Agenda Date: 7/10/2025

Version: 1

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In Control: Common Council

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Agenda Number:

Resolution approving development agreements for Phases 1, 2, & 3 with The Chalmers, LLC, a multi-family housing development located at 215 Pine Street and 401 3rd Street North, location of the former La Crosse Tribune building.

RESOLUTION

WHEREAS, the developer proposes to construct a three phase, 4-story multifamily development that will take advantage of the vacant lot on 215 Pine Street and the former and now blighted La Crosse Tribune building; and

WHEREAS, the proposed development includes 1 level of underground parking, approximately 260 residential units and approximately 5,500sq ft of commercial space; and

WHEREAS, the City's Comprehensive Plan strongly emphasizes infill development, especially for vacant or underutilized lands and buildings, and the developer intends to revitalize this site by demolishing the underutilized/blighted Tribune building to make way for The Chalmers redevelopment; and

WHEREAS, The Chalmers project aims to stimulate further revitalization, promote efficient land use, support the employment base, upgrade neighborhoods, increase property value and tax base, attract businesses, and create a vibrant mixed-use community; and

WHEREAS, City staff and the City's third-party consultant, Ehlers, reviewed the Tax Increment Financing application and found this project fulfilled the requirements of the City's TIF policy, including demonstrating a financing need for assistance.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the attached development agreements for Phases 1, 2, & 3 for The Chalmers development project.

BE IT FURTHER RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes the City Attorney, Director of Finance, Director of Planning and Development, Mayor and City Clerk to execute said agreement.

BE IT FURTHER RESOLVED that City staff is hereby authorized to take any and all steps necessary to effectuate this resolution.

CHALMERS PHASE 1
DEVELOPMENT AGREEMENT

This Chalmers Phase 1 Development Agreement (hereafter "Agreement") is made by and among the **City of La Crosse**, Wisconsin, a Wisconsin municipal corporation with offices located at 400 La Crosse Street, La Crosse, Wisconsin, 54601 ("**City**"), the and **The Chalmers Residences, LLC**, a Wisconsin limited liability company with principal offices located at 1818 Parmenter Street, Suite 400, Middleton, Wisconsin 53562 ("**Developer**").

This space is reserved for recording data

Return to

City Attorney
400 La Crosse Street
La Crosse WI 54601

Parcel Identification Number/Tax Key Number

WITNESSETH:

Whereas, Developer proposes to purchase, own, develop construct, improve and equip a multi-story, vertical mixed-use building with approximately 82 general occupancy rental units, including both structured and surface parking stalls, defined below as the "Project," within the City of La Crosse on property it will purchase and own, all of which property is more particularly described in **Exhibit A** ("Real Estate");

Whereas, the goals for the Real Estate include encouraging private residential development and improvements and undertaking public improvements that promote desirable and sustainable uses, which further serve the needs of the community and visitors as well as fulfilling the aesthetic character standards of the City;

Whereas, the City finds it necessary to further redevelop an area of the City within Tax Incremental District No. 17, ("TID #17"), in order to further redevelop an area of the City, reduce underutilized property, grow the tax base and stimulate commercial and residential activity as well as provide for a place of employment and residence for citizens of the State and the City;

Whereas, Section 66.1105, Wis. Stat., empowers cities to assist redevelopment projects by lending or contributing funds as well as performing other actions of a character which the City is authorized to perform for other general purposes;

Whereas, the City has found and determined that: (1) the economic vitality of the Real Estate is essential to the economic health of the City and other taxing jurisdictions within the City; (2) the proposed development of the Real Estate through the construction of the Project is an integral part of the residential and commercial needs of City residents, local businesses and the surrounding area; and (3) the benefits to be gained by the City as a result of the Project are greater than the costs to the City under this Agreement;

Whereas, the Developer and the City agree that the Real Estate's development and improvement shall (1) result in an economic and aesthetic benefit to the City and the surrounding area, including, without limitation, growth in the tax base and job creation; and (2) be secured for the future benefit of the citizens and the community through the construction and development of the Project all in accordance with the Master Plan to be prepared by the Developer and approved by the City Design Review Committee;

Whereas, the City desires the Project to proceed for the reasons set forth above and ultimately to provide increased tax revenues for the City and various taxing jurisdictions authorized to levy taxes within TID #17;

Whereas, in order to induce Developer to undertake the Project, the City has agreed to pay for certain costs included in the project plan of TID #17 ("TID Project Plan") through the use of existing municipal funds and/or the use of borrowed funds and to provide other assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement;

Whereas, the City finds and determines that certain cash grant payments as detailed in this Agreement are necessary and convenient to the implementation of the TID Project Plan;

Whereas, Developer declares that "but for" this Agreement, it would not undertake the Project to the extent of the investment proposed;

Whereas, the City and Developer wish to set forth in this Agreement their respective commitments, understandings, rights and obligations in connection with the Project as more fully described herein and to further provide for the implementation of the Project; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

ARTICLE I

PURPOSE; LAND; DEFINITIONS; EXHIBITS

1.1. Land Affected. The parties acknowledge that the Project will encompass and/or affect the following real property, all of which shall be within the boundaries of TID #17:

> The Real Estate, described on **Exhibit A**, and certain public streets and rights-of-way serving the same.

1.2. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base and stimulate commercial and residential activity within the City, the City intends to undertake certain project costs and public improvements, if any, necessary for the Project, all as set forth in this Agreement. The City intends to recover its costs through payments received under this Agreement including increased tax revenues generated by the Real Estate. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed. Developer and the City plan to work together to undertake the Project on the Real Estate all as more fully described herein and in the Master Plan and as approved by the City Design Review Committee.

1.3. Certain Definitions. In addition to the words and phrases elsewhere defined in this Agreement, the following words and phrases, when having an initial capital letter, shall have the following meanings:

a. "Agreement" means this Chalmers Phase 1 Development Agreement by and between the City and the Developer, as amended and supplemented from time to time.

b. "City" means the City of La Crosse, Wisconsin, a Wisconsin municipal corporation.

c. "Construction Schedule" means the construction timetable set forth on **Exhibit F**.

d. “Contribution” means the contribution or cash grant that is made through this Agreement to incent Developer to undertake the development and assist the Project and for which the Monetary Obligation is incurred.

e. "Developer" means The Chalmers 1 Residences, LLC, a Wisconsin limited liability company.

f. "Master Plan" means the Master Plan for the Real Estate prepared by the Developer and approved by the City Design Review Committee as well as all subsequent revisions thereto that are prepared by Developer and approved by the City Design Review Committee.

g. “Monetary Obligation” means a limited and conditional monetary obligation of the Tax Increment generated from the Project in a maximum aggregate amount of one million five hundred thirty-five thousand dollars ($1,535,000), that is incurred, in one or more installments, and that is payable over the time not to exceed the duration of the TID #17; more specifically:

(1) Calculation. Effective September 1, 2027, the City shall be obligated to pay a Contribution calculated as the Tax Increment resulting from an increase in real property tax base from the Project not to exceed the lesser of: (a) an aggregate one million five hundred thirty-five thousand dollars ($1,535,000.00), or (b) eighty-five percent (85%) of the actual Tax Increment resulting from an increase in the real property tax base from the Project for tax years 2026-2035 as further defined in Section 3.1 of this Agreement. The difference, if any, between the actual Tax Increment resulting from an increase in the real property tax base from the Project for any tax year for which a Contribution would be paid and the aggregate maximum one million five hundred thirty-five thousand dollars ($1,535,000.00), shall be retained by the City.

(2) Disbursement Date. After determining compliance with this Agreement and the actual applicable Tax Increment, the City shall make its Contribution of the Monetary Obligation annually on or before September 1 until payment of the maximum amounts defined herein or until closure of TID #17 by law, whichever occurs first.

(3) Conditions. The City’s obligation to make Contributions on the Monetary Obligations is conditioned on:

(a) The determination by the City Assessor of compliance with the tax minimum described in Section 2.6(b) of this Agreement;

(b) The timely payment of taxes when due by Developer;

(c) Substantial Completion of the Project in general accordance with the Master Plan, Project Cost Breakdown and Construction Schedule;

(d) Submission by Developer of verifiable costs, invoices, lien waivers, proof of financing costs and any supporting documentation as reasonably requested by the Finance Director and Economic and Community Development Commission. Said documents shall be

in form and content reasonably acceptable to the Finance Director and Economic and Community Development Commission and demonstrate Substantial Completion and payments for costs for which reimbursement is being requested in accordance with Section 3.1 and the other provisions of this Agreement;

(e) Continued compliance with the provisions of this Agreement by Developer and any other agreement between the Developer and City; and

(f) The use of the Contribution for eligible project costs under the Tax Incremental Law; and

(g) Continued compliance with any and all applicable federal, state and local laws, regulations and ordinances by Developer.

(4) Example Exhibit. An example of the Monetary Obligation is attached as **Exhibit G**.

(5) Not General Obligation. For purposes of the Tax Increment Law, this Agreement is an evidence of indebtedness; that is, it fully evidences the City's obligation to pay the Monetary Obligation. No negotiable instrument is being prepared to separately evidence the Monetary Obligation. The Monetary Obligation shall not, however, be included in the computation of the City's constitutional debt limitation, because the Monetary Obligation is limited and conditional, and no taxes have been or will be levied for its payment or pledged to its payment. Nothing in this Agreement shall be deemed to change the nature of the City's obligation from a limited and conditional obligation to a general obligation. No Tax Increments are pledged to the payment of the Monetary Obligation. In the event of an interpretation of this Agreement that would require the City's obligation to change from a limited and conditional obligation to that of a general obligation, then the City's Contribution and/or Monetary Obligation shall be subject to annual appropriation by the City Council.

(6) No Acceleration. Notwithstanding any other provision of this Agreement, Developer has no right to accelerate the payment of the Monetary Obligation. The only remedy of Developer in the event of nonpayment shall be legal proceedings to collect the amount of the Monetary Obligation that is due and payable. Developer may only institute legal proceedings after filing a claim with the City and complying with any other applicable provisions of this Agreement.

(7) Limitations. The City has no obligation to make payments of the Monetary Obligation in excess of the amount of the Tax Increments that have been collected, and allocated from the Project in TID #17 under the Tax Increment Law and the provisions of this Agreement. The City has no obligation to make payments of the Monetary Obligation if this Agreement terminates. In the event of a Developer default and any applicable cure period, described in Section 7.1 of this Agreement, the City may withhold any Contribution that is due and payable and may further seek the recovery

of any Contribution that has already been paid or disbursed, which shall become immediately due and payable.

h. "Plans and Specifications" means the plans and specifications developed for the Project.

i. "Project" means the development and improvement of the Real Estate by constructing and equipping a multi-story, vertical mixed-use building with approximately 82 general occupancy rental units including both structured and surface parking stalls on the Real Estate all as described in more detail on **Exhibit B** and in accordance with the Master Plan. Subject to the terms and conditions of this Agreement, uses for the Project shall be determined by zoning. The term, "Project" excludes personal property and land.

j. "Project Cost Breakdown" means the minimum construction costs of the Project and consists of the cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying development, construction, financing, contingency and all other direct and indirect costs of construction of the Project, all as described in more detail on **Exhibit E** and in accordance with the Master Plan.

k. "Public Improvements" means the public infrastructure improvements, if any, to be constructed by the City in connection with the Project, which are set forth on **Exhibit D**.

l. "Real Estate" means the real property described in **Exhibit A**.

m. "Signature Date" has the same meaning as provided in Section 8.22 of this Agreement.

n. "Substantial Completion" means the completion of the improvements to the Real Estate pursuant to the Plans and Specifications, (except for punch list items, exterior painting, and landscaping) and the issuance by the Project architect of a certificate of substantial completion or the issuance of a certificate of occupancy from the City. Subject to unavoidable delays beyond the control of the Developer, any such incomplete items shall be fully completed within a reasonable time after the date of Substantial Completion, but not to exceed ninety (90) days thereafter except site improvements such as landscaping shall be completed no later than two hundred forty (240) days after the date of Substantial Completion if weather or other conditions beyond the control of Developer prevent completion of the same.

o. "Tax Increment" means the tax increment or increase in real property taxes received by the City with respect to the Real Estate which is generated by TID #17.

p. "Tax Incremental Law" means Section 66.1105, Wis. Stats., as amended and superseded.

q. "TID #17" means the Tax Incremental Financing District Number 17 of the City of La Crosse.

r. "TID Project Plan" means the plan, created in accordance with the Tax Incremental Law, for the financial development or redevelopment of TID #17, including all approved amendments thereto.

1.4. Exhibits. The following exhibits are hereby attached to and incorporated into this Agreement:

a. **Exhibit A**. Real Estate

b. **Exhibit B**. Description of Project

c. **Exhibit C**. Restrictive Covenant

d. **Exhibit D**. Description of Public Improvements

e. **Exhibit E**. Project Cost Breakdown

f. **Exhibit F**. Construction Schedule

g. **Exhibit G**. Monetary Obligation Example

h. **Exhibit H**. Pro Forma Financial Statement

i. **Exhibit I**. Sample Look Back Calculation

ARTICLE II

DEVELOPER OBLIGATIONS

2.1. **Acquire the Real Estate**. By July 1, 2025, Developer shall acquire fee simple title to the Real Estate.

2.2. **Develop the Real Estate**. Developer agrees to develop and improve the Real Estate by undertaking the Project, all in accordance with the Master Plan, the Project Cost Breakdown and the Construction Schedule.

a. **Site Preparation**. Developer shall prepare the Real Estate for construction of the Project, including, without limitation, any necessary demolition or other removal of improvements or preparation currently located on the Real Estate.

b. **Construction Schedule**. Developer shall attempt to commence or cause other entities to commence construction on the Project, as described in **Exhibit B**, on or before October 1, 2025. Substantial Completion shall occur on or before March 31, 2027, all in accordance with the Construction Schedule set forth on **Exhibit F**.

c. **Guaranty of Minimum Construction Costs**. Developer agrees that the buildings and improvements associated with the Project shall have an aggregate minimum construction cost of not less than seventeen million two hundred twenty thousand dollars ($17,220,000.00). The Project Cost Breakdown is provided on **Exhibit E**.

d. **Rights of Access**. Developer shall permit the representatives of the City to have access to the Project at all reasonable times and with reasonable notice during construction when the City deems access necessary to ensure compliance with the terms and conditions of this Agreement including, but not limited to, access for inspection of all work being performed in connection with the Project as set forth in the Master Plan. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Agreement.

e. **Property for Public Streets and Public Improvements**. Not applicable.

f. **Master Plan**. Prior to obtaining any building or other permits and/or commencing any construction or development on the Real Estate, Developer shall submit a Master Plan

setting forth all the details of construction and development to the City Design Review Committee for review and approval. Said Master Plan shall conform in all material respects to the provisions of this Agreement, all applicable federal, state and local laws, ordinances, rules and regulations and shall include preliminary and final building, site and operational Plans and Specifications, including, without limitation: (1) building plans and specifications; (2) architectural plans, renderings and specifications; (3) building material plans and specifications; (4) preliminary and final site plans; (5) landscaping plans; (6) stormwater and erosion control plans; (7) lighting plans; (8) traffic and circulation plans for pedestrians, bicyclists, transit riders, truck and delivery vehicles, and automobiles; (9) signage plans and specifications; (10) water and sewer plans; and (11) any other preliminary or final plans, specifications or other requirements as determined by the City Planner. The City Planner may determine, in the City Planner's sole and absolute discretion, whether one or more of the above requirements is applicable to the Project's Master Plan.

2.3. Local Subcontractors. It is agreed by Developer that Developer shall attempt to engage local subcontractors, workers as well as local suppliers for material. The term subcontractor is as defined in Section 66.0901(1)(d), Wis. Stat. The word, "local," shall mean that the subcontractors and suppliers of material have an office or conduct their business within the City of La Crosse or within a seventy-five (75) mile radius of the City of La Crosse, Wisconsin. This section does not apply to fixtures, furnishings, and equipment.

2.4. Compliance with Planning and Zoning; Use. Developer, at its own expense, shall obtain all approvals, permits and licenses as may be required by any governmental or non-governmental entity in connection with the Project. Any conditions imposed on Developer to obtain any approval, permit or license must be acceptable to the City. Developer will not initiate, approve, consent to or participate in any change or modification of the zoning in effect for the Real Estate or any portion thereof, without the City's prior written consent. No property within the Real Estate shall be used for any use other than as set forth in the Master Plan and this Agreement and as approved by the City, including any conditions attendant with such approval, unless such use is further approved by the City under its normal zoning, review and approval procedures.

2.5. Maintenance and Repair. Developer agrees that at all times after construction of the Project, it will keep and maintain the Real Estate and the Project in good condition and repair.

2.6. Taxes. It is understood that the land, improvements and personal property resulting from the Project shall be subject to property taxes. Developer shall pay when due all federal, state and local taxes in connection with the Real Estate and all operating expenses in connection with the Real Estate and Project.

a. Annual PILOT. In the event that some or all of the Real Estate or personal property is or becomes exempt from general property taxes under Chapter 70, Wis. Stat., as amended or superseded, or by any other statute, provision or reason, then Developer shall make an annual payment to the City in lieu of taxes ("Annual PILOT") for the services, improvements or facilities furnished to the Real Estate by the City and other taxing jurisdictions. The amount of the Annual PILOT shall be computed and determined by the City Assessor by multiplying the fair market value (using tax assessment definitions, rules and procedures) of the tax-exempt portion of such property by the total tax rate of all taxing jurisdictions as shown on tax bills issued to taxpayers in the City. Developer or the then current owner of the tax-exempt property, its successors or assigns shall pay the Annual PILOT within sixty (60) days of receipt. Developer shall have the right to appeal the determination of the City Assessor to the City Council. Any appeal shall specifically state the reasons, in writing, why the amount due as provided by the City Assessor is in error. The parties agree that the Annual PILOT shall survive for a period of twenty (20) years or the life of the TID #17, whichever is longer. Notwithstanding, the Developer or its successors shall not be responsible for any Annual PILOT resulting from the Real Estate or a portion thereof

becoming tax exempt due to the use of eminent domain by the United States or some other governmental entity.

b. **Minimum**. As an additional inducement and in consideration for the City entering into this Agreement, Developer agrees to faithful performance and compliance with all the terms, covenants, conditions and obligations to be kept and performed by Developer contained in this Agreement, including, without limitation, the obligation that the Project shall have an assessed value of not less than twelve million six hundred twenty-two thousand dollars ($12,622,000.00) (the "Minimum Assessment") beginning in tax year 2028 and for a period of twenty (20) years or the life of TID #17, whichever is longer. Developer agrees that this minimum assessed value on the Project shall remain a tax lien on the Real Estate and shall run with the land for a period of twenty (20) years or the life of TID #17, whichever is longer.

c. **Deficiency PILOT.** In the event the assessed value of the Project is less than the Minimum Assessment as of January 1, 2028, or for any tax year thereafter for a period of twenty (20) years or the life of TID #17, whichever is longer, then the Developer or the then current owner, or its successors or assigns agrees to pay a Deficiency PILOT to the City within 180 days of receipt. Said Deficiency PILOT shall be calculated by first determining the difference between the Minimum Assessment less the actual assessed value of the Project for the tax year at issue, and multiplying said difference by the total tax rate of all taxing jurisdictions as shown on tax bills issued to taxpayers in the City. This requirement shall be a lien running with the land for a period of twenty (20) years or the life of TID #17, whichever is longer.

d. **Special Charge**. In the event there is a lack of compliance for payment of the Annual PILOT or Deficiency PILOT, then the City, in addition to any other remedy available at law or in equity, may levy a special charge or assessment under Section 66.0627, Wis. Stat., prior to any first mortgage lien on the property for the delinquent amount as calculated herein to enable the City to enforce performance of the Developer's obligations. The owners of the Real Estate and their successors and assigns further agree that they waive any objection to the City making said special charge or assessment; however, they still retain their right to object to the accuracy and amount of the special charge or assessment.

2.7. Transfer or Sale of Real Estate.

a. **Notice of Intent to Transfer**. No property within the Real Estate may be sold, transferred, or otherwise conveyed unless the Developer first provides to the City written notice of intent to transfer the property at least forty-five (45) days before the sale, transfer or conveyance is to occur. This Section shall not apply to nor restrict a transfer to Developer's financing entity, e.g. placing a mortgage on the Real Estate nor a residential or commercial lease agreement for individual residential living units, individual commercial lease spaces, or parking spaces.

b. **No Transfer to Exempt Entities**. No property within the Real Estate may be sold, transferred or conveyed to, or leased or owned by any entity or used in any manner which would render any part of the Real Estate exempt from property taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement reasonably satisfactory to the Economic and Community Development Commission providing for payments in lieu of taxes to the City.

c. **Assignees and Transferees Bound by Agreement**. Any assignee or purchaser or transferee of any portion of the Real Estate shall be bound by the terms and conditions of this Agreement, which shall run with the land and be binding upon all such assignees,

purchasers and transferees. The Developer shall not sell or transfer any portion of the Real Estate to any entity unless and until the Developer has provided the City with written evidence satisfactory to the Economic and Community Development Commission that such assignee or entity has agreed in writing to be bound by the terms of this Agreement. Any such sale, transfer or conveyance of any portions of the Real Estate shall not relieve the Developer of its obligations hereunder.

d. **Subdivision**. Property within the Real Estate shall not be further subdivided without approval of the City.

e. **Restrictive Covenant.** Developer shall place a restrictive covenant on the Real Estate prohibiting the Real Estate from being exempt from property taxes in substantially the same form as **Exhibit C**. Likewise, Developer shall place a restrictive covenant on any condominium unit or townhome prohibiting it from being exempt from property taxes in substantially the same form as **Exhibit C**.

2.8. **Easements**. Not applicable.

2.9. **Insurance**. The Developer will obtain appropriate insurance covering the future development as determined by Developer and its lender.

2.10. **Indemnity**. Developer shall indemnify and hold harmless the City, its officers, employees and authorized representatives, ("Indemnified Party"), from and against any and all liabilities, including, without limitation, remediation required by any federal or state agency having jurisdiction, losses, damages, costs, and expenses, including reasonable attorney fees and costs, arising out of any third-party claims, causes of action, or demands made against or suffered by the Indemnified Party on account of this Agreement, unless such claims, causes of action, or demands: (a) relate to the Indemnified Party failing to perform its obligations to Developer; or (b) arise out of any willful misconduct of the Indemnified Party. At the Indemnified Party's request, Developer shall appear for and defend the Indemnified Party, at Developer's expense, in any action or proceeding to which the Indemnified Party may be made a party by reason of any of the foregoing.

2.11. **Utilities**.

a. **Other Utilities**. Developer shall be responsible for, pay for and cause electrical power, telephone facilities, cable TV lines, and natural gas facilities to be installed in such a manner as to make proper and adequate service available to each building in the Project, as described in the Master Plan. Plans indicating the proposed location of each such utility to service the Project shall be shown on the Master Plan and construction plans to be provided to the City Plan Commission for approval prior to the installation of the utility.

b. **Water and Sewer.** Developer shall be solely responsible for and shall pay all costs of connecting water and sewer service from the public streets, alley, right of way, or other approved infrastructure to the buildings within the Real Estate.

2.12. **Restrictions.** Developer agrees to neither use nor allow a third-party to use the Real Estate for adult entertainment, pawnshops, mini-warehouses, car title loan business, payday lenders, tattoo parlors, and/or off-premise signs for a period of twenty (20) years or the life of TID #17, whichever is longer. "Payday lenders" and "car title loan business" shall exclude banks and credit unions. This shall be a deed restriction against the Real Estate and shall run with the land.

2.13. Record Retention. Developer understands and acknowledges that the City is subject to the Public Records Law of the State of Wisconsin. As such, Developer 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. Likewise, Developer agrees to assist the City in complying with any public records request that it receives pertaining to this Agreement. Additionally, Developer agrees to indemnify and hold the City, its officers, employees and authorized representatives harmless for any liability, including without limitation, reasonable attorney fees relating to or in any way arising from Developer's actions or omissions which contribute to the Indemnified Party's inability to comply with the Public Records Law. In the event Developer decides not to retain its records for a period of seven (7) years, then it shall provide written notice to the City whereupon the City shall take custody of said records assuming such records are not already maintained by the City. This provision shall survive termination of this Agreement.

2.14. Repair and/or Replacement of Infrastructure. Developer shall repair and/or replace any damaged City infrastructure or other City property that may occur as a result of the Project, including, without limitation, sidewalks, landscaping, asphalt and light poles. Said repair and/or replacement shall be to the satisfaction of the Board of Public Works.

2.15. Look Back. Developer shall provide documentation, as requested by the City at no cost, in order to allow the City, or its consultant, to review, analyze and make adjustments to the cash grant described in accordance with Section 3.1.

ARTICLE III

CITY OBLIGATIONS

3.1. Project Assistance. Developer agrees to advance funds on behalf of the City for project costs, which the City shall reimburse through Contributions under the terms of this Agreement. Developer has requested a cash grant from TID #17, and the City may be required to make Contributions to Developer, up to an aggregate maximum one million five hundred thirty-five thousand dollars ($1,535,000.00), subject to change based on the provision of this Agreement, with funds to be made available upon verification of the Tax Increment increase as defined herein. The City shall disburse its Contribution as required by its Monetary Obligation to Developer in accordance with this Agreement. More specifically,

a. **Pay-As-You-Go Payment Schedule.** Effective September 1, 2027, the City shall be obligated to pay a Contribution calculated as the Tax Increment resulting from an increase in real property tax base from the Project not to exceed the lesser of: (a) an aggregate one million five hundred thirty-five thousand dollars ($1,535,000.00), or (b) the sum of eighty-five percent (85%) of the actual Tax Increment resulting from an increase in real property tax base from the Project for tax years 2026-2035. An Illustrative example of the payment of cash grants is attached as **Exhibit G**.

b. Intentionally omitted.

c. **Review of Project Assistance.** The financial assistance to the Developer under this Agreement is based on certain assumptions regarding likely operating revenues, expenses and development costs of constructing the Project. The City and Developer agree that that actual financial performance of the Project will be reviewed at the times described in this Section, and that the amount of the Contribution provided under this Agreement will be adjusted accordingly.

d. **Definitions.** For the purposes of this Section, the following terms have the following meanings:

"Calculation Date" means sixty (60) days after the earlier of: (i) the date of Stabilization of the Project; or (ii) three (3) years after the certificate of occupancy has been issued.

"Net Operating Income" or "NOI" means total annual income and other project-derived annual revenue, including payments outlined in the Agreement, less Operating Expenses, which exclude debt service payments. For purposes of the Yield on Cost Return calculation on the Calculation Date, (i) revenue shall be based upon 95% occupancy for the rental housing portion regardless of whether the average occupancy for the measured period is higher or lower than 95%, and revenue for the commercial portion shall be based on actual occupancy (ii) revenue for periods after the Calculation Date shall be inflated by 2% annually, and (iii) Operating Expenses for periods after the Calculation Date, shall be inflated by 2% annually.

"Operating Expenses" means reasonable and customary expenses actually incurred in operating the Project and any other expenses actually incurred by the Developer pursuant to its obligations under this Agreement, determined in the same manner as shown in the Pro Forma Financial Statement, which excludes expenses after debt service, and includes administrative, payroll, marketing, insurance, property management fees, utilities, maintenance, deposits to commercially reasonable capital replacement reserves and payment of real estate taxes, but subject to final review and acceptance by the City or its consultant.

"Pro Forma Financial Statement" means Project cash flow pro forma model financial statement projecting future returns, a summary of which is attached to this Agreement as **Exhibit H**.

"Stabilization" means the calendar month-end date on which the housing portion of the Project has first achieved an average occupancy of 90% during the preceding 12 calendar months, but, for purposes of the Yield on Cost Return calculation, assuming 95% occupancy notwithstanding actual occupancy rate as of such date.

"Total Project Cost" means the total expenditures incurred to complete development of the Project inclusive of land acquisition, hard construction costs, soft costs and financing costs as approved by Developer's senior construction debt lender. For purposes of calculating the look back, a developer fee of no more than 4% of Total Project Costs will be used.

"Yield on Cost Return" means NOI divided by actual total development costs, calculated as set forth in the sample look back calculation attached as **Exhibit I**.

e. On the Calculation Date, the Developer of the Project shall deliver to the City and its consultant, at a minimum, (i) the Developer's actual financial statement, in the same form as the Pro Forma Financial Statement submitted to the City pursuant to this Section 3.1(c) and showing NOI, and such other financial information as the City, or its consultant, shall reasonably require, for trailing 12-month period preceding the Calculation Date calculated as the Calculation Date as provided herein and as set

forth in the Pro Forma Financial Statement and (ii) evidence, satisfactory to the City, of its Total Project Cost.

f. The average annual Yield on Cost Return shall be calculated by the City, or its consultant, based on the Project's financial statement submitted to the City pursuant to Section 3.1(e), (in the manner the City, or its consultant, determines is consistent with the sample look back calculation attached as **Exhibit I**, as approved by the City).

g. If the average annual Yield on Cost Return does not exceed 8% over the term of the Agreement, the Monetary Obligation will remain set at the Contribution amount.

h. If the City, or its consultant, determines, based on such review, that the average annual Yield on Cost Return over the term of the Agreement exceeds 8% (to be calculated in a manner comparable to the sample attached **Exhibit I**), then the Monetary Obligation will be reduced by an amount calculated in the manner the City, or its consultant, determines is consistent with Section 3.1(i).

i. The City, or its consultant, will determine the amount of the reduction of the Monetary Obligation, calculated in the manner the City, or its consultant, determines is consistent with the sample look back calculation attached as **Exhibit I**, by:

(1) First, determining the period over which the Agreement needs to be outstanding to achieve a 8% average annual Yield on Cost Return over the term of the Agreement based on the City's, or its consultant's, calculation of the average annual Yield on Cost Return.

(2) Second, by determining the present value of actual or projected (with respect to future payments) annual Agreement payments over the life of the Agreement through the year determined in Section 3.1(i)(1) using zero percent interest as the present value discount rate.

(3) Third, by determining the amount equal to 50% of the difference between the original Monetary Obligation amount of the Agreement and the present value number calculated in Section 3.1(i)(2).

(4) Finally, the new Monetary Obligation amount of the Agreement will then be determined by adding the amounts in Sections 3.1(i)(2) and (3) and rounding to the nearest $1,000 (the "Revised Agreement Principal Amount").

(5) Such Revised Agreement Monetary Obligation Amount will be effective upon delivery to the Developer of a written notice stating the Revised Monetary Obligation Principal Amount as determined by the City, or its consultant, in accordance with this Section, accompanied by the City's, or its consultant's, report. The Developer shall, thereupon, deliver the Agreement in exchange for a new development agreement containing the Revised Monetary Obligation Amount.

3.2. Certificate of Completion. Upon completion of the improvements by the Developer and review of the improvements by the City, the City shall provide the Developer, upon request, with an appropriate recordable instrument certifying that the improvements have been made in accordance with this Agreement and the Master Plan, and any amendment or modifications thereto.

3.3. Assistance with Zoning Changes. If necessary, the City Planning Department shall initiate the process in accordance with the City's zoning code to attempt to provide appropriate zoning for the Real Property being developed by Developer so that the zoning for the Project is in accordance with the City's comprehensive plan for the area.

3.4. Performance Subject to Required Government Approvals. The Developer acknowledges that various of the specific undertakings of the City described in this Article III may require approvals from the City Council (and other City bodies) and other public bodies, some of which approvals may require public hearings and other legal proceedings as conditions precedent thereto. The City's agreements under this Article III are conditioned upon the obtaining of all such approvals in the manner required by law. The City cannot assure that all such approvals will be obtained; however, they agree to use good faith efforts to obtain them on a timely basis.

3.5. Subsequent Phases. Any subsequent development of the Real Estate will be addressed in a separate development agreement.

ARTICLE IV

CONDITIONS PRECEDENT TO CITY OBLIGATIONS

The City's obligations under this Agreement are conditioned upon the provisions contained herein. If all conditions contained in this Article are satisfied, or if the City waives in writing said conditions, on or before December 31, 2026, then the conditions shall be deemed satisfied. Otherwise, the City, at its option, in its absolute and sole discretion, may at any time thereafter terminate this Agreement by giving notice in writing thereof to Developer. In such event, this Agreement shall be terminated and no party shall have any further liability or obligation to the other hereunder. All submissions given by Developer to the City to satisfy the conditions contained in this Article must be satisfactory in form and content to the City.

4.1. Existence. Developer shall have provided a certified copy of Developer's formation documents and a good standing certificate issued by the appropriate governmental authority of the state of Developer's incorporation.

4.2. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions, which resolutions shall provide that Developer has been duly authorized to enter into this Agreement and all other agreements, documents and contracts required to be executed in connection with the transactions which are the subject of this Agreement.

4.3. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts. Developer shall not be in material default under the terms of any other agreement or instrument to which Developer is a party or an obligor. Developer shall be in material compliance with all provisions of this Agreement.

4.4. Financing Commitment. Developer shall obtain and permit the City to review: (1) a written financial commitment from a conventional lender, (2) written construction contract to construct and finance the Project, (3) other written proof of financial resources to construct the Project, or (4) any combination thereof. Said documents shall demonstrate sufficient funds for the construction, furnishing, equipping and installation of the Project in an amount not less than seventeen million two hundred twenty thousand dollars ($17,220,000.00). Said documents shall be acceptable in all respects to City, in the sole and absolute discretion of the Finance Director and Economic and Community Development Commission. Developer shall have closed the loan, or be prepared to close the loan, which is the subject of the financing commitment and in connection therewith, Developer shall allow the City to review copies of the documents to be executed in connection with the construction loan to the City.

4.5. Plans and Specifications. Developer shall have provided the Master Plan, which Master Plan must be acceptable in all respects to the City and shall have been approved by the City Plan Commission with input, if any, from the Board of Public Works.

4.6. Survey. Developer shall provide an ALTA survey of the Real Estate certified to the City by a Wisconsin registered land surveyor, showing the location of all improvements now prior to commencing construction and to be located thereon after said improvements are built pursuant to the Master Plan, all easements, pathways, exterior boundary lines, walkways, private and public streets, adjoining public streets and alleys, utilities, exits and entrances, all curbs, gutters, sidewalks, medians and lighting. The survey must show a state of facts acceptable to the Board of Public Works.

4.7. Insurance. Developer shall have delivered to the City certificates of all insurance required under this Agreement showing the City as an additional insured (or whatever designation the Developer determines is appropriate with Developer's insurer for the Project). Said insurance shall not be cancelled, non-renewed nor have any material changes without providing thirty (30) days advanced written notice to the City.

4.8. Amendment of TID #17 and TID Project Plan. The amendment of TID #17 and TID Project Plan shall be approved by the appropriate governmental entities, if necessary.

4.9. Financial Statements. Developer shall present (but not leave a copy) to the City's Finance Director of the most recent financial statements by a certified public accountant for Developer and any successors or assigns or transferees of Developer. The financial statements must show a financial condition acceptable to the City, in the judgment of the City's Finance Director, to be sufficient to carry out the duties of this Agreement. The financial statements must be in form and content acceptable to the City, in the judgment of the City's Finance Director. In the event the financial statements are in unacceptable form and content, the City's Finance Director may identify alternative financial records for production by Developer.

4.10. Acquisition of Real Estate. The Developer shall have acquired fee simple title to the Real Estate in accordance with Section 2.1 of this Agreement. If this condition is not met, then the Agreement shall terminate without further action of the City or Developer. Upon such termination of this Agreement, the parties shall have no further obligations to each other hereunder.

4.11. Approvals and Permits. The Developer shall at its expense have obtained all approvals and permits necessary to undertake the Project on the Real Estate, including but not limited to, site plan review, zoning approvals, and any other local, state or federal approvals or permits.

4.12. Compliance with Law. Developer shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

4.13. Compliance with Agreements. Developer shall be in compliance with this Agreement and all other agreements it may have with the City.

ARTICLE V

CONDITIONS PRECEDENT TO DEVELOPER'S OBLIGATIONS

Developer's obligations under this Agreement are conditioned upon the following:

5.1. Acquisition of Real Estate. The Developer shall have acquired fee simple title to the Real Estate in accordance with Section 2.1 of this Agreement. If this condition is not met, then the Agreement shall terminate

without further action of the City or Developer. Upon such termination of this Agreement, the parties shall have no further obligations to each other hereunder.

5.2. Amendment of TID #17 and TID Project Plan. The amendment of TID #17 and TID Project Plan shall be approved by the appropriate governmental entities, if necessary.

ARTICLE VI

REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer represents and warrants to and covenants with the City, and the City represents and warrants to and covenant with Developer as respectively follows:

6.1. Financial Statements / No Material Change. All copies of financial statements, documents, contracts and agreements which Developer has furnished to the City, or its agents are true and correct. There has been no material change in the business operations of Developer since the date of the last financial statement furnished to the City, except pursuant to the conduct of its ordinary business.

6.2. Taxes. Developer has paid, and shall pay when due, all federal, state and local taxes, and shall promptly prepare and file returns for accrued taxes. If necessary, Developer shall pay when due all payments in lieu of taxes and special charges required under the terms of this Agreement.

6.3. Compliance with Zoning. Developer covenants that the Real Estate, upon completion of the Project, will conform and comply in all respects with applicable federal, state, local and other laws, rules, regulations and ordinance, including, without limitation, zoning and land division laws, building codes and environmental laws.

6.4. Payment. All work performed and/or materials furnished for the Project, other than the Public Improvements, shall be fully paid for by Developer.

6.5. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

6.6. Good Standing. Developer is a limited liability 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. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

6.7. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary corporate action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally. The City represents and warrants to Developer that they have the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by City under this Agreement.

6.8. No Conflict. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's Articles of Organization or Operating Agreement or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer.

6.9. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Project that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

6.10. Certification of Costs. Developer covenants the Project Cost Breakdown accurately reflects all costs of the Project (other than costs associated with the Public Improvements, if any) that will be incurred by Developer in the completion and construction of the Project, and the City shall be entitled to rely on the Project Cost Breakdown submitted by Developer. Developer knows of no circumstances presently existing or reasonably likely to occur which would or could result in a material adverse variation or deviation from the Project Cost Breakdown.

6.11. No Default. No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

6.12. Fees and Commissions. The City shall not be liable for any broker fees or commissions incurred by the Developer in connection with any transactions contemplated by this Agreement.

6.13. Financing Accommodation.

a. No Assignment. Developer, its successors, assigns and transferees will not transfer, assign, convey or encumber, nor will Developer, its successors, assigns or transferees agree to or permit the transfer, assignment, conveyance or encumbrance of the Project or any of the Real Estate except as provided in Sections 2.7 and 8.1 of this Agreement. The principals, shareholders, members, managers and/or partners of Developer, its successors, assigns and transferees will not transfer, assign, convey or encumber their respective interests in Developer, its successors, assigns or transferees, as the case may be, if such anticipated transfer, assignment, conveyance or encumbrance would result in the original members of the Developer having less than majority voting control of the Developer, without providing written notification of any intention thereof to the City at least forty-five (45) days prior to the date the proposed transfer, assignment, conveyance or encumbrance is to take effect. Any attempt to so act shall be void and have no effect.

b. No Subordination. The City shall not subordinate any interest they have in this Agreement for any reason, unless it is determined to be in the best interests of the City. Any requests for subordination shall be submitted, in writing, explaining why the request is in the best interests of the City. Said request shall be received by the City not less than forty-five (45) days prior to any City Council action on said request. Said subordination may only be approved by the City Council.

c. Developer Financing. Notwithstanding this Section 6.13, Developer may transfer, assign or encumber the Real Estate in order to secure financing for the acquisition of the Real Estate and/or for construction of the Project. Said lender may place a lien and/or mortgage on the Real Estate, including any renewals, extensions, replacements, modifications or refinancing. Lender's mortgage and/or loan may be transferred or assigned by lender in a secondary market without prior City Council approval. In the event of a foreclosure against

Developer by lender or a deed transfer in lieu of foreclosure, lender shall assume the duties, obligations and rights of Developer under this Agreement. In such a circumstance, lender may transfer or assign this Agreement and its accompanying duties, obligations and rights, to another developer without prior City Council approval. In any circumstance, lender shall provide reasonable notice to City of such actions. This Section shall survive any foreclosure proceeding.

6.14. Commencement and Completion. Developer shall commence and complete construction of the Project in accordance with Section 2.2 above.

6.15. Compliance with Plans. Developer will cause the Project to be constructed in accordance with the Master Plan and will promptly correct any defects in construction or deviations from the Master Plan.

6.16. No Changes. Developer shall not, without the City's prior written consent: (i) consent to any amendments to any documents delivered to City pursuant to this Agreement; (ii) approve any material changes in the Project or the Master Plan or permit any work to be done pursuant to any changes; (iii) modify or amend the Project Cost Breakdown.

6.17. Inspection of Project. Developer shall permit City, its inspectors and/or its construction consultant, at all reasonable times and at no cost: (a) to inspect the Project and all matters relating to the development thereof, and (b) on reasonable notice, to inspect all of Developer's books and records pertaining to the Project. City assumes no obligation to Developer for the sufficiency or adequacy of such inspections, it being acknowledged that such inspections are made for the sole and separate benefit of City. The fact that City may make such inspections shall in no way relieve Developer from its duty to independently ascertain that the construction of the Project and Developer's compliance with this Agreement is being completed in accordance with the approved Master Plan and the terms and conditions of this Agreement. Notwithstanding the foregoing in Section 6.17, the rights conferred upon the City under Section 6.17 shall immediately terminate upon the Project's receipt of an occupancy permit from the City.

6.18. Notification. Developer shall:

a. Within 30 business days after the occurrence of any default, notify City in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Developer with respect thereto.

b. Promptly notify City of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Developer contained in this Agreement to be untrue.

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

6.19. Unrelated Activity. It is the intention of Developer and City that the sole business of Developer shall be the construction, ownership and operation of the Project, and Developer shall take no action inconsistent with such intention, including without limitation the acquisition by Developer of real or personal property unrelated to the Project, investment by Developer in the assets or stock of any other person, joining by Developer with any other

person in any partnership or joint venture, or the creation or incurring of indebtedness by Developer unrelated to the Project.

6.20. No Indebtedness. Except in the ordinary course of business and except for funds borrowed to provide the financing for the purchase of the Real Estate or the construction of the Project, Developer shall not incur, create, assume, permit to exist, guarantee, endorse or otherwise become directly or indirectly or contingently responsible or liable for any indebtedness. "Indebtedness" shall mean any liability or obligation of Developer: (a) for borrowed money or for the deferred purchase price of property or services (excluding trade obligations incurred in the ordinary course of business); (b) as lessee under leases that have been or should be capitalized according to generally accepted accounting principles; (c) evidenced by notes, bonds, debentures or similar obligations; (d) under any guaranty or endorsement (other than in connection with the deposit and collection of checks in the ordinary course of business), and other contingent obligations to purchase, provide funds for payment, supply funds to invest in any entity, or otherwise assure a creditor against loss; or (e) secured by any security interest or lien on assets of Developer, whether or not the obligations secured have been assumed by Developer.

6.21. Correction of Defects. Developer shall, upon demand of City (and City may rely on the advice of its inspector and shall not be liable for any errors in such advice), correct any material defect, structural or otherwise, in the Project or any departure from the Master Plan.

6.22. Not for Speculation. Developer represents and warrants that its acquisition of the Real Estate and its undertakings pursuant to this Agreement shall be for the sole and express purpose of the redevelopment of the Real Estate consistent with the Master Plan and the terms and conditions of this Agreement and are not for the speculation in land holdings.

ARTICLE VII

DEFAULT

7.1 Developer's Default.

a. Remedies. In the event (i) any representation or warranty of Developer herein or in any agreement or certificate delivered pursuant hereto shall prove to have been false in any material respect when made or (ii) of Developer's default hereunder which is not cured within 60 days after written notice thereof to Developer, the City shall have all rights and remedies available under law or equity with respect to said default. In addition, and without limitation, the City shall have the following specific rights and remedies:

(1) With respect to matters that are capable of being corrected by the City, the City may at its option enter upon the Real Estate for the purpose of correcting the default and the City's reasonable costs in correcting same, plus interest at one and one-half percent (1.5%) per month, shall be paid by Developer to the City immediately upon demand;

(2) Injunctive relief;

(3) Action for specific performance;

(4) Action for money damages;

(5) Repayment by Developer of any incentives actually received by Developer via special assessment or special charge under Section 66.0627, Wis. Stat.,as a tax

lien. The owners of the Real Estate and their successors and assigns further agree that they waive any objection to the City making said special charge or assessment; however, they still retain their right to object to the accuracy of the amount of the special charge or assessment;

(6) Any other remedy in this Agreement.

b. Reimbursement. Any amounts expended by the City in enforcing this Agreement and the obligations of Developer hereunder, including reasonable attorney's fees, and any amounts expended by the City in curing a default on behalf of Developer, together with interest at one and one-half percent (1.5%) per month, shall be paid by Developer to the City upon demand and shall constitute a lien against the Real Estate until such amounts are reimbursed or paid to the City, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.

c. Remedies are Cumulative. All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

d. Failure to Enforce Not a Waiver. Failure of the City to enforce any provision contained herein shall not be deemed a waiver of the City's rights to enforce such provision or any other provision in the event of a subsequent default.

7.2 City's Default.

a. Remedies. In the event of the City's default hereunder which is not cured within sixty (60) days after written notice thereof to the City, Developer shall have all rights and remedies available under law or equity with respect to said default. In addition, and without limitation, Developer shall have the following specific rights and remedies:

(1) Injunctive relief;

(2) Action for specific performance; and

(3) Action for money damages.

b. Reimbursement. Any amounts expended by the Developer in enforcing this Agreement and the obligations of City hereunder, including reasonable attorney's fees, and any amounts expended by the Developer in curing a default on behalf of City, together with interest at one and one-half percent (1.5%) per month, shall be paid by City to the Developer upon demand**.**

c. Remedies are Cumulative. All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

d. Failure to Enforce Not a Waiver. Failure of Developer to enforce any provision contained herein shall not be deemed a waiver of Developer's rights to enforce such provision or any other provision in the event of a subsequent default.

7.3 Mediation of Disputes Required. Unless the parties agree otherwise, prior to litigation and as a condition precedent to bringing litigation, any party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The parties shall split the costs of mediation equally. In the event of impasse at mediation, the aggrieved party may then commence an action. However, the parties shall be bound to agree to alternative dispute resolution as ordered by the Court.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1. Assignment. Except as provided in Sections 2.7 and 6.13, Developer may not assign its rights or obligations under this Agreement without the prior written consent of the City, which shall not be unreasonably conditioned or delayed by the City. The intent being that the assignment notice is needed by the City to know who to direct any deficiencies to. Developer shall provide not less than forty-five (45) days advance written notice of any intended assignment.

8.2. Nondiscrimination. In the performance of work under this Agreement, Developer agrees not to discriminate against any employee or applicant for employment nor shall the development or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry and that the construction and operation of the Project shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

8.3. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City, have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

8.4. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause; provided however that any such event of Force Majeure shall not be the basis of a delay of more than 9 months.

8.5. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties, and indemnifications contained herein shall survive the termination or expiration of this Agreement.

8.6. Implementation Schedule and Time of the Essence. All phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of the City. 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 120 days. The Economic and Community Development Commission shall otherwise oversee the day-to-day operations of this Agreement.

8.7. Notices. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: (a) when personally delivered; (b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or (c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City: Attn: City Clerk
City of La Crosse
400 La Crosse Street

La Crosse, Wisconsin 54601

with a copy to: Attn: City Planner
City of La Crosse
400 La Crosse Street
La Crosse, Wisconsin 54601

To the Developer: Attn: Legal Department
The Chalmers Residences, LLC
1818 Parmenter Street, Suite 400
Middleton, WI 53562

8.8. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin and shall be deemed to have been drafted through the combined efforts of parties of equal bargaining strength. Any action at law or in equity relating to this Agreement shall be instituted exclusively in the courts of the State of Wisconsin and venued in La Crosse County. Each party waives its right to change venue.

8.9. Conflict of Interest. Developer shall avoid all conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. Developer is familiar with the City's prohibition against the acceptance of any gift by a City officer or designated employee, which prohibition is found in Section 2-133 of the City of La Crosse Municipal Code. Developer agrees not to offer any City officer or designated employee any gift prohibited by said Code. The offer or giving of any prohibited gift shall constitute a material breach of this Agreement by Developer. In addition to any other remedies the City may have in law or equity, the City may immediately terminate this Agreement for such breach. No member, officer or employee of the City shall have any personal financial interest, direct or indirect, in this Agreement, nor shall any such member, officer or employee participate in any decision relating to this Agreement.

8.10. Execution in Counterparts. This Agreement may be executed in several counterparts, each which may be deemed an original, and all of such counterparts together shall constitute one and the same agreement.

8.11. Disclaimer Relationships. Developer acknowledges and agrees that nothing contained in this Agreement or any contract between Developer and the City or any act by the City or any third parties shall be deemed or construed by any of the parties or by third persons to create any relationship or third party beneficiary, principal or agent limited or general partnership or joint venture or of any association or relationship involving the City. It is understood and agreed that Developer, in the performance of the work and services of this Project shall not act as an agent or employee of the City and neither the Developer nor its officers, employees, agents, licensees, sublicensees, subcontractors shall obtain any rights to retirement benefits or the benefits which accrue to the City's employees and Developer hereby expressly waives any claim it may have to any such rights. Each party shall be responsible for its own separate debts, obligations and other liabilities.

8.12. Severability. Should any part, term, portion or provision of this Agreement or the application thereof to any person or circumstance be in conflict with any state or federal law or otherwise be rendered unenforceable, it shall be deemed severable and shall not affect the remaining provisions, provided that such remaining provisions can be construed in substance to continue to constitute the agreement that the parties intended to enter into in the first instance.

8.13. Termination. Except for Sections 2.10 (Indemnity), 2.6(a) (Annual PILOT), 2.7(e) (Restrictive Covenant), 2.13 (Record Retention) and 8.5 (Survival), which shall survive the termination of this Agreement, this Agreement and all obligations hereunder, shall terminate after twenty (20) years or the life of TID #17, whichever is longer. This Agreement may also be terminated as provided in Article IV (Conditions Precedent to City), Article V (Conditions Precedent to Developer Obligations) and Section 8.9 (Conflict of Interest) hereof.

8.14. Memorandum of Agreement. Promptly upon full execution of this Agreement and prior to the recording of any mortgage or other security instrument against any portion of the Real Estate, the Developer agrees that the parties shall record this Agreement, or a memorandum thereof, with the Register of Deeds for La Crosse County, Wisconsin. Any such memorandum shall be in form and substance reasonably acceptable to the City and the Developer.

8.15. Covenants Running with Land. All of the covenants, obligations and promises of Developer set forth herein shall be deemed to encumber the Development and run with the land described in **Exhibit A** and shall bind any successor, assignee or transferee of Developer until such time as this Agreement is terminated.

8.16. Amendments. No agreement or understanding changing, modifying or extending this Agreement shall be binding upon another party unless in writing, approved and executed by the City and Developer.

8.17. 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.

8.18. JURY TRIAL. 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.

8.19. Construction. This Contract shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. The headings, table of contents and captions contained in the Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement. 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 contest may require. In the event that any of the provisions, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected.

8.20. Incorporation of Proceedings and Exhibits. Intentionally deleted. .

8.21. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City, granting approvals or conditions attendant with such approval, the specific action of the City shall be deemed controlling.

8.22. Execution of Agreement. Developer shall sign, execute and deliver this Agreement to the City on or before the close of regular City Hall business hours forty-five (45) days after its final adoption by the City, whichever occurs later. Developer's failure to sign, execute and cause this Agreement to be received by the City within said time period shall render the Agreement null and void, unless otherwise authorized by the City. After Developer has signed, executed and delivered the Agreement, the City shall sign and execute the Agreement. The final signature date of the City shall be the signature date of Agreement ("Signature Date").

***

IN WITNESS HEREOF, the parties have executed and delivered this Agreement effective the date set forth next to the City's signature below.

Dated this ____ day of ____, 2025
The Chalmers Residences, LLC

_____
Terrence R. Wall, President of
T. Wall Enterprises Manager, LLC, its Manager

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

_____
Notary Public, State of Wisconsin
My Commission: _____

Dated this ___ day of ____, 2025
City of La Crosse

_____
Shaundel Washington-Spivey, Mayor

_____
Nikki Elsen, City Clerk

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

_____
Notary Public, State of Wisconsin
My Commission: _____

This Document Was Drafted By:
Stephen F. Matty, City Attorney
City of La Crosse
400 La Crosse Street
La Crosse, Wisconsin 54601
608.789.7511

EXHIBIT A

Real Estate

[Insert legal description]

EXHIBIT B

Description of Project

T. Wall Enterprises is proposing a three phase, 4-story multifamily development that will take advantage of the vacant lot on 215 Pine Street and the former and now blighted La Crosse Tribune building. The proposal includes 1 level of underground parking, approximately 260units, and+/-5,445sq ft of commercial space. T Wall intends to revitalize the site by demolishing the underutilized/blighted Tribune building to make way for The Chalmers redevelopment.

The Chalmers will serve as a hub for the community, providing gathering and retail spaces. In alignment with the City's Comprehensive Plan, the goal is to create a compact and well-designed mixed-use center that encompasses shopping, employment, housing, recreation, and community gathering opportunities.

The intent is for this development to allow residents access to amenities, resources, and community spaces that cater to all different age groups. The project aims to stimulate revitalization, promote efficient land use, support the employment base, upgrade neighborhoods, increase property value and tax base, attract businesses, and create a vibrant mixed-use community.

The Chalmers is planning one story of underground-parking accommodating approximately 170 stalls. Additionally, the developer intends to construct a skywalk over Pine Street that would connect The Chalmers to the Pine Street Parking Ramp, where The Chalmers plans to lease approximately 120-160 stalls from the City.

In addition to the sky walk, The Chalmers will include bike storage lockers and bike parking stalls for residents in addition to a bike work/repair station for pumping tires, fixing/oiling chains, etc. As noted below, the developer also plans to include bike charging stations for residents who own electric bikes.

Green/Sustainable Building Features:

- Electric vehicle charging stations
  - 10% of parking stalls will have electric vehicle charging stations while 100% of covered parking stalls will be wired to accommodate electric vehicle charging stations in the future
- Recycling and Reuse plan for demolition of existing Tribune building
- Regionally sourced materials where possible
- Bike and scooter charging stations
- Energy efficient appliances
- High efficiency glass
- LED lighting

Phase 1 Specifics:

The Chalmers will be constructed in 3 phases. The first phase will consist of approximately 82 residential units and include both structured and surface parking stalls.

EXHIBIT C

Restrictive Covenant

(Insert Legal Description)

Subject to the following Restrictive Covenant: Regardless of the owner, occupant, tenant or use of the Property, the real property (as defined in § 70.03, Wis. Stat.) shall remain subject to the general property tax pursuant to Chapter 70 of the Wisconsin Statutes for a minimum period commencing at the date of this deed and concluding December 31, 2044. No owner, occupant, or tenant of the Property shall apply for the real property to be exempt from taxation as provided in §70.11, Wis. Stat., for any tax year prior to tax year January 1, 2046.

This covenant shall run with the land and any future conveyance of the Property shall be subject to the covenant. The City of La Crosse may enforce this covenant using any available legal or equitable remedies permitted by the laws of Wisconsin, including injunctive relief, reasonable attorney's fees and the costs of enforcement of this covenant, including liquidated damages equal to the amount of real estate taxes for the duration of the restrictive covenant time period ending December 31, 2044 that the violator would have paid but for the granting of the tax exemption of the Property.

EXHIBIT D

Description of Public Improvements

None

***

The Chalmers - Phase 1
City of La Crosse

Sources and Uses

82 Market Rate Apartments

SOURCES				
Debt		**Amount**	**Percent**	**Per Unit**
Debt A:	First Mortgage	14,427,621	53.7%	175,947
Debt B:	TIF Mortgage	1,295,510	4.8%	15,799
Debt C:	Other Loan		0.0%	-
		15,723,131	**58.5%**	191,746
Other Sources		**Amount**	**Percent**	**Per Unit**
Category	***Sources***			
Equity	Developer Cash	11,139,532	41.5%	135,848
		11,139,532	**41.5%**	135,848
		26,862,663	**100.0%**	**327,593**

USES	Amount	% of Cost	Per Unit
ACQUISITION COSTS	**879,693**	**3.3%**	**10,728**
Land Cost	879,693	3.3%	10,728
CONSTRUCTION COSTS	**19,061,219**	**71.0%**	**232,454**
Residential Building	17,220,000	64.1%	210,000
Demolition	292,000	1.1%	3,561
On-site Work	180,561	0.7%	2,202
Contractor Fee	87,500	0.3%	1,067
Construction Contingency	931,158	*5.2%*	11,356
Pool/Whirlpool	350,000	1.3%	4,268
ENVIRONMENTAL ABATEMENT/SOIL CORRECTION	**439,600**	**1.6%**	**5,361**
Soil Remediation Work	250,000	0.9%	3,049
Asbestos Abatement work	189,600	0.7%	2,312
PERMITS/FEES	**350,972**	**1.3%**	**4,280**
Permits/Inspection	350,972	1.3%	4,280
PROFESSIONAL SERVICES	**1,178,750**	**4.4%**	**14,375**
Architectural & Engineering Fees	942,750	3.5%	11,497
FF&E	141,000	0.5%	1,720
Marketing/Leasing	95,000	0.4%	1,159
FINANCING COSTS	**1,496,778**	**5.6%**	**18,253**
Inspections - Lenders	69,350	0.3%	846
Loan Origination Fees	114,616	0.4%	1,398
Equity Raising	1,002,558	3.7%	12,226
Misc.	310,254	1.2%	3,784
DEVELOPER FEE	**1,757,370**	**6.5%**	**21,431**
Developer Fee	1,757,370	6.5%	21,431
CASH ACCOUNTS/ESCROWS/RESERVES	**1,698,281**	**6.3%**	**20,711**
Operating Reserves	1,698,280	6.3%	20,711
Other	1	0.0%	0
	26,862,663	**100%**	**327,593**

EXHIBIT F

Project Timeline

July 1, 2025: Target Date to Acquire Property

Aug 15, 2025: Target Date for Architectural and Design Approvals Completed

October 1, 2025: Target Date to Commence Construction

By March 31, 2027: Substantial Construction Completion

By December 31, 2027: Fully Stabilized

Tax Increment District No. 17 (Downtown North)

Tax Increment Projection Worksheet - The Chalmers Phase 1

Type of District	Mixed Use
Actual Creation Date	9/29/2015
Valuation Date	Jan. 1, 2015
Maximum Life (In Years)	20
Expenditure Period (In Years)	15
Revenue Periods/Final Rev Year	20 / 2036
End of Expenditure Period	9/29/2030
Latest Termination Date	9/29/2035
Eligible for Extension/No. of Years	Yes / 3
Eligible Recipient District	No

Actual Base Value	2,393,700
Pre-Amendment Base Value (Actual)	N/A
Property Appreciation Factor	0.50%
Current Tax Rate (Per $1,000 EV)	$19.82
Tax Rate Adjustment Factor (Next 2 Years)	0.00%
Tax Rate Adjustment Factor (Following 2 Years)	0.00%
Tax Rate Adjustment Factor (Thereafter)	0.00%
Discount Rate 1 for NPV Calculation	6.00%
Discount Rate 2 for NPV Calculation	6.00%

inflation applied to base?

	Construction Year	Value Added*	Valuation Year	Inflation Increment	Valuation Increment	Revenue Year	Tax Rate	Tax Increment	Increment Split & Net Present Value Calculation: 85% 6.00%	15% 6.00%
1	2021	0	2022	0	0	2023	19.82	0	0	0
2	2022	0	2023	0	0	2024	19.82	0	0	0
3	2023	0	2024	0	0	2025	19.82	0	0	0
4	2024	0	2025	0	0	2026	19.82	0	0	0
5	2025	2,411,700	2026	0	2,411,700	2027	19.82	47,804	40,633	7,171
6	2026	7,235,100	2027	12,059	9,658,859	2028	19.82	191,454	162,736	28,718
7	2027	0	2028	48,294	9,707,153	2029	19.82	192,411	163,549	28,862
8	2028	0	2029	48,536	9,755,689	2030	19.82	193,373	164,367	29,006
9	2029	0	2030	48,778	9,804,467	2031	19.82	194,340	165,189	29,151
10	2030	0	2031	49,022	9,853,489	2032	19.82	195,312	166,015	29,297
11	2031	0	2032	49,267	9,902,757	2033	19.82	196,288	166,845	29,443
12	2032	0	2033	49,514	9,952,271	2034	19.82	197,270	167,679	29,590
13	2033	0	2034	49,761	10,002,032	2035	19.82	198,256	168,518	29,738
14	2034	0	2035	50,010	10,052,042	2036	19.82	199,247	169,360	29,887
									1,534,891	270,863
		9,646,800		60,353						
							Future Value of Increment	1,805,754	NPV 1,039,277	183,402

Note: *Value added is completed value less existing base value*

EHLERS
PUBLIC FINANCE ADVISORS

The Chalmers - Phase 1
City of La Crosse
82 Market Rate Apartments
Multi-Year Operating Proforma

				Stabilized										
			2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Income			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
Rental Income		*Inflator*												
Gross Potential Rent		2.0%	1,788,264	1,824,029	1,860,510	1,897,720	1,935,674	1,974,388	2,013,876	2,054,153	2,095,236	2,137,141	2,179,884	2,223,482
Less: 5.0% Stabilized Vacancy			(89,413)	(91,201)	(93,025)	(94,886)	(96,784)	(98,719)	(100,694)	(102,708)	(104,762)	(106,857)	(108,994)	(111,174)
Less: Additional Pre-stabilization Vacancy														
Total Rental Income			**1,698,851**	**1,732,828**	**1,767,484**	**1,802,834**	**1,838,891**	**1,875,669**	**1,913,182**	**1,951,446**	**1,990,474**	**2,030,284**	**2,070,890**	**2,112,307**
Other Residential Income	Vacancy Rate	*Inflator*												
Underground Parking	*5.0%*	2.0%	59,976	61,176	62,399	63,647	64,920	66,218	67,543	68,894	70,271	71,677	73,110	74,573
Pet Fee	*5.0%*	2.0%	14,994	15,294	15,600	15,912	16,230	16,555	16,886	17,223	17,568	17,919	18,278	18,643
Pine St. Garage	*5.0%*	2.0%	46,818	47,754	48,709	49,684	50,677	51,691	52,725	53,779	54,855	55,952	57,071	58,212
Storage Units	*5.0%*	2.0%	14,688	14,982	15,281	15,587	15,899	16,217	16,541	16,872	17,209	17,554	17,905	18,263
RUBS	*5.0%*	2.0%	40,800	41,616	42,448	43,297	44,163	45,046	45,947	46,866	47,804	48,760	49,735	50,730
Amenity Fee	*5.0%*	2.0%	20,910	21,328	21,755	22,190	22,634	23,086	23,548	24,019	24,499	24,989	25,489	25,999
Less: Vacancy			(9,909)	(10,107)	(10,310)	(10,516)	(10,726)	(10,941)	(11,159)	(11,383)	(11,610)	(11,843)	(12,079)	(12,321)
Less: Additional Pre-stabilization Vacancy														
Total Other Residential Income			**188,277**	**192,042**	**195,883**	**199,801**	**203,797**	**207,873**	**212,030**	**216,271**	**220,596**	**225,008**	**229,508**	**234,098**
Effective Gross Income (EGI)			**1,887,128**	**1,924,870**	**1,963,367**	**2,002,635**	**2,042,687**	**2,083,541**	**2,125,212**	**2,167,716**	**2,211,071**	**2,255,292**	**2,300,398**	**2,346,406**
			2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Expenses			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
Rental Unit Expenses		*Inflator*												
Operating Expenses		2.00%	293,008	298,868	304,846	310,943	317,162	323,505	329,975	336,574	343,306	350,172	357,175	364,319
Management Fee: 4.0% of EGI	Fixed to EGI		75,485	76,995	78,535	80,105	81,707	83,342	85,008	86,709	88,443	90,212	92,016	93,856
Property Taxes		2.00%	252,080	257,121	262,264	267,509	272,859	278,316	283,883	289,560	295,352	301,259	307,284	313,429
Reserves: $79 PUPY	Every Year @	2.00%	6,500	6,630	6,763	6,898	7,036	7,177	7,320	7,466	7,616	7,768	7,923	8,082
Modified Rental Expense During Stabilization														
Total Rental Unit Expenses			**627,073**	**639,615**	**652,407**	**665,455**	**678,764**	**692,339**	**706,186**	**720,310**	**734,716**	**749,410**	**764,399**	**779,687**
Total Expenses			**627,073**	**639,615**	**652,407**	**665,455**	**678,764**	**692,339**	**706,186**	**720,310**	**734,716**	**749,410**	**764,399**	**779,687**
NET OPERATING INCOME			**1,260,054**	**1,285,255**	**1,310,961**	**1,337,180**	**1,363,923**	**1,391,202**	**1,419,026**	**1,447,406**	**1,476,355**	**1,505,882**	**1,535,999**	**1,566,719**
Tax Increment Financing Revenue	*Inflator:*	0.5%	**40,633**	**162,736**	**163,549**	**164,367**	**165,189**	**166,015**	**166,845**	**167,679**	**168,518**	**169,360**	**0**	**0**
ADJUSTED NET OPERATING INCOME			**1,300,688**	**1,447,991**	**1,474,510**	**1,501,547**	**1,529,112**	**1,557,217**	**1,585,871**	**1,615,086**	**1,644,872**	**1,675,242**	**1,535,999**	**1,566,719**
			2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Debt Service	Debt Terms		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
Debt A: First Mortgage	30 yr amortization @ 6.75%		1,122,927	1,122,927	1,122,927	1,122,927	1,122,927	1,122,927	1,122,927	1,122,927	1,122,927	1,122,927	1,122,927	1,122,927
Debt B: TIF Mortgage	14 yr amortization @ 6.75%		143,288	143,288	143,288	143,288	143,288	143,288	143,288	143,288	143,288	143,288	143,288	143,288
Debt C: Other Loan			0	0	0	0	0	0	0	0	0	0	0	0
Total Debt Service			**1,266,215**	**1,266,215**	**1,266,215**	**1,266,215**	**1,266,215**	**1,266,215**	**1,266,215**	**1,266,215**	**1,266,215**	**1,266,215**	**1,266,215**	**1,266,215**
	Calc Method													
Debt Coverage	Debt A & B		103%	114%	116%	119%	121%	123%	125%	128%	130%	132%	121%	124%
Debt Coverage w/o Tax Increment Financing	Debt A		112%	114%	117%	119%	121%	124%	126%	129%	131%	134%	137%	140%
NET CASH FLOW			**34,473**	**181,776**	**208,295**	**235,332**	**262,897**	**291,002**	**319,656**	**348,871**	**378,657**	**409,027**	**269,784**	**300,504**
Returns Analysis														
Net Cash to Developer			34,473	181,776	208,295	235,332	262,897	291,002	319,656	348,871	378,657	409,027	269,784	300,504
Net Cash to Developer (w/o assistance)			-6,160	19,041	44,746	70,965	97,709	124,987	152,811	181,192	210,140	239,667	269,784	300,504
Yield on Cost Annual Return	*Cumulative*	*Goal 7.50%*	4.8%	5.4%	5.5%	5.6%	5.7%	5.8%	5.9%	6.0%	6.1%	6.2%	5.7%	5.8%
Yield on Cost Average Annual Return	Start From:	*Year 1*	4.8%	5.1%	5.2%	5.3%	5.4%	5.5%	5.5%	5.6%	5.6%	5.7%	5.7%	5.7%
Yield on Cost Annual Return (w/o TIF assistance)			4.7%	4.8%	4.9%	5.0%	5.1%	5.2%	5.3%	5.4%	5.5%	5.6%	5.7%	5.8%
Yield on Cost Average Annual Return (w/o TIF assistance)			4.7%	4.7%	4.8%	4.8%	4.9%	4.9%	5.0%	5.0%	5.1%	5.1%	5.2%	5.2%

Exhibit I

Sample Lookback Calculation - The Chalmers Phase 1

1. Pro Forma Financial Statement - Return Analysis			2027 Year 1	2028 Year 2	2029 Year 3	2030 Year 4	2031 Year 5	2032 Year 6	2033 Year 7
NET OPERATING INCOME			1,260,054	1,285,255	1,310,961	1,337,180	1,363,923	1,391,202	1,419,026
Tax Increment Financing Revenue	*Inflator:*	0%	40,633	162,736	163,549	164,367	165,189	166,015	166,845
ADJUSTED NET OPERATING INCOME			1,300,688	1,447,991	1,474,510	1,501,547	1,529,112	1,557,217	1,585,871
Yield on Cost Annual Return	***Average Annual***	***Goal 8.00%***	4.84%	5.39%	5.49%	5.59%	5.69%	5.80%	5.90%
Yield on Cost Average Annual Return	Start From:	*Year 1*	4.84%	5.12%	5.24%	5.33%	5.40%	5.47%	5.53%

Total Estimated Project Cost (Used for Initial Yield on Cost)	**26,862,663**
Actual Total Project Cost (Used for Lookback Yield on Cost)	**25,000,000**

2. Lookback Adjustment Example			2027 Year 1	2028 Year 2	2029 Year 3	2030 Year 4	2031 Year 5	2032 Year 6	2033 Year 7
NET OPERATING INCOME			1,260,054	1,367,159	1,483,368	1,609,454	1,746,257	1,894,689	2,055,738
Tax Increment Financing Revenue	*Inflator:*	0%	40,633	162,736	163,549	164,367	165,189	166,015	166,845
ADJUSTED NET OPERATING INCOME			1,300,688	1,529,895	1,646,917	1,773,821	1,911,446	2,060,704	2,222,583
Yield on Cost Annual Return			5.20%	6.12%	6.59%	7.10%	7.65%	8.24%	8.89%
Yield on Cost Average Annual Return	Start From:	*Year 1*	5.20%	5.66%	5.97%	6.25%	6.53%	6.82%	7.11%

3. TIF Note (Present Value) Calculation	Payment Date	2027 Year 1	2028 Year 2	2029 Year 3	2030 Year 4	2031 Year 5	2032 Year 6	2033 Year 7
First Half Payment	08/01	20,317	81,368	81,775	82,184	82,594	83,007	83,422
Second Half Payment	02/01	20,317	81,368	81,775	82,184	82,594	83,007	83,422
Tax Increment Financing Revenue		40,633	162,736	163,549	164,367	165,189	166,015	166,845
Annual Present Value (Semi-Annual)	0.00% Interest Rate	40,633	203,369	366,918	531,285	696,474	862,489	1,029,334

TIF Note (Present Value) Difference		
Original TIF Term		10
Current TIF Term to reach average 8.00% YoC		9
Principal Amt. of Original TIF Note	$	1,534,891
Principal Amt. (Present Value) of TIF in Year 9	$	1,365,531
Difference	**$**	**169,360**
50% Difference	**$**	**84,680**
PV of TIF in Year 9	$	1,365,531
Plus 50% Difference	$	84,680
New Principal Amount of TIF Note (PV)	**$**	**1,450,211**
Estimated Revised TIF Note Term by Year		**9**

Original PAYGO	
Total PAYGO Collections	1,534,891
NPV	1,534,891
Rate for NPV	0.00%

Exhibit I

Sample Lookback Calculation - The Chalmers Phase 1

1. Pro Forma Financial Statement - Return Analysis			2034 Year 8	2035 Year 9	2036 Year 10	2037 Year 11	2038 Year 12	2039 Year 13	2040 Year 14
NET OPERATING INCOME			1,447,406	1,476,355	1,505,882	1,535,999			
Tax Increment Financing Revenue	*Inflator:*	0%	167,679	168,518	169,360	0			
ADJUSTED NET OPERATING INCOME			1,615,086	1,644,872	1,675,242	1,535,999	0	0	0
Yield on Cost Annual Return	***Average Annual***	***Goal 8.00%***	6.01%	6.12%	6.24%	5.72%	0.00%	0.00%	0.00%
Yield on Cost Average Annual Return	Start From:	*Year 1*	5.59%	5.65%	5.71%	5.71%	5.23%	4.83%	4.49%

Total Estimated Project Cost (Used for Initial Yield on Cost)	**26,862,663**
Actual Total Project Cost (Used for Lookback Yield on Cost)	**25,000,000**

2. Lookback Adjustment Example			2034 Year 8	2035 Year 9	2036 Year 10	2037 Year 11	2038 Year 12	2039 Year 13	2040 Year 14
NET OPERATING INCOME			2,230,476	2,420,066	2,625,772	2,848,962			
Tax Increment Financing Revenue	*Inflator:*	0%	167,679	168,518	0	0	0	0	0
ADJUSTED NET OPERATING INCOME			2,398,155	2,588,583	2,625,772	2,848,962	0	0	0
Yield on Cost Annual Return			9.59%	10.35%	10.50%	11.40%	0.00%	0.00%	0.00%
Yield on Cost Average Annual Return	Start From:	*Year 1*	7.42%	7.75%	8.02%	8.33%	7.64%	7.05%	6.55%

3. TIF Note (Present Value) Calculation	Payment Date	2034 Year 8	2035 Year 9	2036 Year 10	2037 Year 11	2038 Year 12	2039 Year 13	2040 Year 14
First Half Payment	08/01	83,840	84,259	0	0	0	0	0
Second Half Payment	02/01	83,840	84,259	0	0	0	0	0
Tax Increment Financing Revenue		167,679	168,518	0	0	0	0	0
Annual Present Value (Semi-Annual)	0.00% Interest Rate	1,197,013	1,365,531	1,365,531	1,365,531	1,365,531	1,365,531	1,365,531

TIF Note (Present Value) Difference		
Original TIF Term		10
Current TIF Term to reach average 8.00% YoC		9
Principal Amt. of Original TIF Note	$	1,534,891
Principal Amt. (Present Value) of TIF in Year 9	$	1,365,531
Difference	**$**	**169,360**
50% Difference	**$**	**84,680**
PV of TIF in Year 9	$	1,365,531
Plus 50% Difference	$	84,680
New Principal Amount of TIF Note (PV)	**$**	**1,450,211**
Estimated Revised TIF Note Term by Year		**9**

CHALMERS PHASE 2
DEVELOPMENT AGREEMENT

This Chalmers Phase 2 Development Agreement (hereafter "Agreement") is made by and among the **City of La Crosse**, Wisconsin, a Wisconsin municipal corporation with offices located at 400 La Crosse Street, La Crosse, Wisconsin, 54601 ("**City**"), the and **The Chalmers Residences, LLC**, a Wisconsin limited liability company with principal offices located at 1818 Parmenter Street, Suite 400, Middleton, Wisconsin 53562 ("**Developer**").

This space is reserved for recording data

Return to

City Attorney
400 La Crosse Street
La Crosse WI 54601

Parcel Identification Number/Tax Key Number

WITNESSETH:

Whereas, Developer proposes to purchase, own, develop construct, improve and equip a multi-story, mixed-use building with approximately 99 general occupancy rental units and 3,495 sq. ft. of commercial space, including both structured and surface parking stalls, defined below as the "Project," within the City of La Crosse on property it will purchase and own, all of which property is more particularly described in **Exhibit A** ("Real Estate");

Whereas, the goals for the Real Estate include encouraging private residential development and improvements and undertaking public improvements that promote desirable and sustainable uses, which further serve the needs of the community and visitors as well as fulfilling the aesthetic character standards of the City;

Whereas, the City finds it necessary to further redevelop an area of the City within Tax Incremental District No. 17, ("TID #17"), in order to further redevelop an area of the City, reduce underutilized property, grow the tax base and stimulate commercial and residential activity as well as provide for a place of employment and residence for citizens of the State and the City;

Whereas, Section 66.1105, Wis. Stat., empowers cities to assist redevelopment projects by lending or contributing funds as well as performing other actions of a character which the City is authorized to perform for other general purposes;

Whereas, the City has found and determined that: (1) the economic vitality of the Real Estate is essential to the economic health of the City and other taxing jurisdictions within the City; (2) the proposed development of the Real Estate through the construction of the Project is an integral part of the residential and commercial needs of City residents, local businesses and the surrounding area; and (3) the benefits to be gained by the City as a result of the Project are greater than the costs to the City under this Agreement;

Whereas, the Developer and the City agree that the Real Estate's development and improvement shall (1) result in an economic and aesthetic benefit to the City and the surrounding area, including, without limitation, growth in the tax base and job creation; and (2) be secured for the future benefit of the citizens and the community through the construction and development of the Project all in accordance with the Master Plan to be prepared by the Developer and approved by the City Design Review Committee;

Whereas, the City desires the Project to proceed for the reasons set forth above and ultimately to provide increased tax revenues for the City and various taxing jurisdictions authorized to levy taxes within TID #17;

Whereas, in order to induce Developer to undertake the Project, the City has agreed to pay for certain costs included in the project plan of TID #17 ("TID Project Plan") through the use of existing municipal funds and/or the use of borrowed funds and to provide other assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement;

Whereas, the City finds and determines that certain cash grant payments as detailed in this Agreement are necessary and convenient to the implementation of the TID Project Plan;

Whereas, Developer declares that "but for" this Agreement, it would not undertake the Project to the extent of the investment proposed;

Whereas, the City and Developer wish to set forth in this Agreement their respective commitments, understandings, rights and obligations in connection with the Project as more fully described herein and to further provide for the implementation of the Project; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

ARTICLE I

PURPOSE; LAND; DEFINITIONS; EXHIBITS

1.1. Land Affected. The parties acknowledge that the Project will encompass and/or affect the following real property, all of which shall be within the boundaries of TID #17:

> The Real Estate, described on **Exhibit A**, and certain public streets and rights-of-way serving the same.

1.2. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base and stimulate commercial and residential activity within the City, the City intends to undertake certain project costs and public improvements, if any, necessary for the Project, all as set forth in this Agreement. The City intends to recover its costs through payments received under this Agreement including increased tax revenues generated by the Real Estate. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed. Developer and the City plan to work together to undertake the Project on the Real Estate all as more fully described herein and in the Master Plan and as approved by the City Design Review Committee.

1.3. Certain Definitions. In addition to the words and phrases elsewhere defined in this Agreement, the following words and phrases, when having an initial capital letter, shall have the following meanings:

a. "Agreement" means this Chalmers Phase 2 Development Agreement by and between the City and the Developer, as amended and supplemented from time to time.

b. "City" means the City of La Crosse, Wisconsin, a Wisconsin municipal corporation.

c. "Construction Schedule" means the construction timetable set forth on **Exhibit F**.

d. "Contribution" means the contribution or cash grant that is made through this Agreement to incent Developer to undertake the development and assist the Project and for which the Monetary Obligation is incurred.

e. "Developer" means The Chalmers 1 Residences, LLC, a Wisconsin limited liability company.

f. "Master Plan" means the Master Plan for the Real Estate prepared by the Developer and approved by the City Design Review Committee as well as all subsequent revisions thereto that are prepared by Developer and approved by the City Design Review Committee.

g. "Monetary Obligation" means a limited and conditional monetary obligation of the Tax Increment generated from the Project in a maximum aggregate amount of two million four hundred forty-five thousand four hundred eighty-eight dollars (2,445,488.00), that is incurred, in one or more installments, and that is payable over the time not to exceed the duration of the TID #17; more specifically:

(1) Calculation. Effective September 1, 2028, the City shall be obligated to pay a Contribution calculated as the Tax Increment resulting from an increase in real property tax base from the Project not to exceed the lesser of: (a) an aggregate two million four hundred forty-five thousand four hundred eighty-eight dollars (2,445,488.00), or (b) eighty-five percent (85%) of the actual Tax Increment resulting from an increase in the real property tax base from the Project for tax years 2027-2035 as further defined in Section 3.1 of this Agreement. The difference, if any, between the actual Tax Increment resulting from an increase in the real property tax base from the Project for any tax year for which a Contribution would be paid and the aggregate maximum two million four hundred forty-five thousand four hundred eighty-eight dollars (2,445,488.00), shall be retained by the City.

(2) Disbursement Date. After determining compliance with this Agreement and the actual applicable Tax Increment, the City shall make its Contribution of the Monetary Obligation annually on or before September 1 until payment of the maximum amounts defined herein or until closure of TID #17 by law, whichever occurs first.

(3) Conditions. The City's obligation to make Contributions on the Monetary Obligations is conditioned on:

(a) The determination by the City Assessor of compliance with the tax minimum described in Section 2.6(b) of this Agreement;

(b) The timely payment of taxes when due by Developer;

(c) Substantial Completion of the Project in general accordance with the Master Plan, Project Cost Breakdown and Construction Schedule;

(d) Submission by Developer of verifiable costs, invoices, lien waivers, proof of financing costs and any supporting documentation as reasonably requested by the Finance Director and Economic and Community Development Commission. Said documents shall be

in form and content reasonably acceptable to the Finance Director and Economic and Community Development Commission and demonstrate Substantial Completion and payments for costs for which reimbursement is being requested in accordance with Section 3.1 and the other provisions of this Agreement;

(e) Continued compliance with the provisions of this Agreement by Developer and any other agreement between the Developer and City; and

(f) The use of the Contribution for eligible project costs under the Tax Incremental Law; and

(g) Continued compliance with any and all applicable federal, state and local laws, regulations and ordinances by Developer.

(4) Example Exhibit. An example of the Monetary Obligation is attached as **Exhibit G**.

(5) Not General Obligation. For purposes of the Tax Increment Law, this Agreement is an evidence of indebtedness; that is, it fully evidences the City's obligation to pay the Monetary Obligation. No negotiable instrument is being prepared to separately evidence the Monetary Obligation. The Monetary Obligation shall not, however, be included in the computation of the City's constitutional debt limitation, because the Monetary Obligation is limited and conditional, and no taxes have been or will be levied for its payment or pledged to its payment. Nothing in this Agreement shall be deemed to change the nature of the City's obligation from a limited and conditional obligation to a general obligation. No Tax Increments are pledged to the payment of the Monetary Obligation. In the event of an interpretation of this Agreement that would require the City's obligation to change from a limited and conditional obligation to that of a general obligation, then the City's Contribution and/or Monetary Obligation shall be subject to annual appropriation by the City Council.

(6) No Acceleration. Notwithstanding any other provision of this Agreement, Developer has no right to accelerate the payment of the Monetary Obligation. The only remedy of Developer in the event of nonpayment shall be legal proceedings to collect the amount of the Monetary Obligation that is due and payable. Developer may only institute legal proceedings after filing a claim with the City and complying with any other applicable provisions of this Agreement.

(7) Limitations. The City has no obligation to make payments of the Monetary Obligation in excess of the amount of the Tax Increments that have been collected, and allocated from the Project in TID #17 under the Tax Increment Law and the provisions of this Agreement. The City has no obligation to make payments of the Monetary Obligation if this Agreement terminates. In the event of a Developer default and any applicable cure period, described in Section 7.1 of this Agreement, the City may withhold any Contribution that is due and payable and may further seek the recovery

of any Contribution that has already been paid or disbursed, which shall become immediately due and payable.

h. "Plans and Specifications" means the plans and specifications developed for the Project.

i. "Project" means the development and improvement of the Real Estate by constructing and equipping a multi-story, mixed-use building with approximately **99** general occupancy rental units and 3,495 sq. ft. of commercial space, including both structured and surface parking stalls on the Real Estate all as described in more detail on Exhibit B and in accordance with the Master Plan. Subject to the terms and conditions of this Agreement, uses for the Project shall be determined by zoning. The term, "Project" excludes personal property and land.

j. "Project Cost Breakdown" means the minimum construction costs of the Project and consists of the cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying development, construction, financing, contingency and all other direct and indirect costs of construction of the Project, all as described in more detail on **Exhibit E** and in accordance with the Master Plan.

k. "Public Improvements" means the public infrastructure improvements, if any, to be constructed by the City in connection with the Project, which are set forth on **Exhibit D**.

l. "Real Estate" means the real property described in **Exhibit A**.

m. "Signature Date" has the same meaning as provided in Section 8.22 of this Agreement.

n. "Substantial Completion" means the completion of the improvements to the Real Estate pursuant to the Plans and Specifications, (except for punch list items, exterior painting, and landscaping) and the issuance by the Project architect of a certificate of substantial completion or the issuance of a certificate of occupancy from the City. Subject to unavoidable delays beyond the control of the Developer, any such incomplete items shall be fully completed within a reasonable time after the date of Substantial Completion, but not to exceed ninety (90) days thereafter except site improvements such as landscaping shall be completed no later than two hundred forty (240) days after the date of Substantial Completion if weather or other conditions beyond the control of Developer prevent completion of the same.

o. "Tax Increment" means the tax increment or increase in real property taxes received by the City with respect to the Real Estate which is generated by TID #17.

p. "Tax Incremental Law" means Section 66.1105, Wis. Stats., as amended and superseded.

q. "TID #17" means the Tax Incremental Financing District Number 17 of the City of La Crosse.

r. "TID Project Plan" means the plan, created in accordance with the Tax Incremental Law, for the financial development or redevelopment of TID #17, including all approved amendments thereto.

1.4. Exhibits. The following exhibits are hereby attached to and incorporated into this Agreement:

a. Exhibit A. Real Estate

b. **Exhibit B**. Description of Project

c. **Exhibit C**. Restrictive Covenant

d. **Exhibit D**. Description of Public Improvements

e. **Exhibit E**. Project Cost Breakdown

f. **Exhibit F**. Construction Schedule

g. **Exhibit G**. Monetary Obligation Example

h. **Exhibit H**. Pro Forma Financial Statement

i. **Exhibit I**. Sample Look Back Calculation

ARTICLE II

DEVELOPER OBLIGATIONS

2.1. **Acquire the Real Estate**. By July 1, 2025, Developer shall acquire fee simple title to the Real Estate.

2.2. **Develop the Real Estate**. Developer agrees to develop and improve the Real Estate by undertaking the Project, all in accordance with the Master Plan, the Project Cost Breakdown and the Construction Schedule.

a. **Site Preparation**. Developer shall prepare the Real Estate for construction of the Project, including, without limitation, any necessary demolition or other removal of improvements or preparation currently located on the Real Estate.

b. **Construction Schedule**. Developer shall attempt to commence or cause other entities to commence construction on the Project, as described in **Exhibit B**, on or before November 30, 2026. Substantial Completion shall occur on or before March 31, 2029, all in accordance with the Construction Schedule set forth on **Exhibit F**.

c. **Guaranty of Minimum Construction Costs**. Developer agrees that the buildings and improvements associated with the Project shall have an aggregate minimum construction cost of not less than twenty million seven hundred-ninety thousand dollars ($20,790,000). The Project Cost Breakdown is provided on **Exhibit E**.

d. **Rights of Access**. Developer shall permit the representatives of the City to have access to the Project at all reasonable times and with reasonable notice during construction when the City deems access necessary to ensure compliance with the terms and conditions of this Agreement including, but not limited to, access for inspection of all work being performed in connection with the Project as set forth in the Master Plan. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Agreement.

e. **Property for Public Streets and Public Improvements**. Not applicable.

f. **Master Plan**. Prior to obtaining any building or other permits and/or commencing any construction or development on the Real Estate, Developer shall submit a Master Plan

setting forth all the details of construction and development to the City Design Review Committee for review and approval. Said Master Plan shall conform in all material respects to the provisions of this Agreement, all applicable federal, state and local laws, ordinances, rules and regulations and shall include preliminary and final building, site and operational Plans and Specifications, including, without limitation: (1) building plans and specifications; (2) architectural plans, renderings and specifications; (3) building material plans and specifications; (4) preliminary and final site plans; (5) landscaping plans; (6) stormwater and erosion control plans; (7) lighting plans; (8) traffic and circulation plans for pedestrians, bicyclists, transit riders, truck and delivery vehicles, and automobiles; (9) signage plans and specifications; (10) water and sewer plans; and (11) any other preliminary or final plans, specifications or other requirements as determined by the City Planner. The City Planner may determine, in the City Planner's sole and absolute discretion, whether one or more of the above requirements is applicable to the Project's Master Plan.

2.3. Local Subcontractors. It is agreed by Developer that Developer shall attempt to engage local subcontractors, workers as well as local suppliers for material. The term subcontractor is as defined in Section 66.0901(1)(d), Wis. Stat. The word, "local," shall mean that the subcontractors and suppliers of material have an office or conduct their business within the City of La Crosse or within a seventy-five (75) mile radius of the City of La Crosse, Wisconsin. This section does not apply to fixtures, furnishings, and equipment.

2.4. Compliance with Planning and Zoning; Use. Developer, at its own expense, shall obtain all approvals, permits and licenses as may be required by any governmental or non-governmental entity in connection with the Project. Any conditions imposed on Developer to obtain any approval, permit or license must be acceptable to the City. Developer will not initiate, approve, consent to or participate in any change or modification of the zoning in effect for the Real Estate or any portion thereof, without the City's prior written consent. No property within the Real Estate shall be used for any use other than as set forth in the Master Plan and this Agreement and as approved by the City, including any conditions attendant with such approval, unless such use is further approved by the City under its normal zoning, review and approval procedures.

2.5. Maintenance and Repair. Developer agrees that at all times after construction of the Project, it will keep and maintain the Real Estate and the Project in good condition and repair.

2.6. Taxes. It is understood that the land, improvements and personal property resulting from the Project shall be subject to property taxes. Developer shall pay when due all federal, state and local taxes in connection with the Real Estate and all operating expenses in connection with the Real Estate and Project.

a. Annual PILOT. In the event that some or all of the Real Estate or personal property is or becomes exempt from general property taxes under Chapter 70, Wis. Stat., as amended or superseded, or by any other statute, provision or reason, then Developer shall make an annual payment to the City in lieu of taxes ("Annual PILOT") for the services, improvements or facilities furnished to the Real Estate by the City and other taxing jurisdictions. The amount of the Annual PILOT shall be computed and determined by the City Assessor by multiplying the fair market value (using tax assessment definitions, rules and procedures) of the tax-exempt portion of such property by the total tax rate of all taxing jurisdictions as shown on tax bills issued to taxpayers in the City. Developer or the then current owner of the tax-exempt property, its successors or assigns shall pay the Annual PILOT within sixty (60) days of receipt. Developer shall have the right to appeal the determination of the City Assessor to the City Council. Any appeal shall specifically state the reasons, in writing, why the amount due as provided by the City Assessor is in error. The parties agree that the Annual PILOT shall survive for a period of twenty (20) years or the life of the TID #17, whichever is longer. Notwithstanding, the Developer or its successors shall not be responsible for any Annual PILOT resulting from the Real Estate or a portion thereof

becoming tax exempt due to the use of eminent domain by the United States or some other governmental entity.

b. **Minimum**. As an additional inducement and in consideration for the City entering into this Agreement, Developer agrees to faithful performance and compliance with all the terms, covenants, conditions and obligations to be kept and performed by Developer contained in this Agreement, including, without limitation, the obligation that the Project shall have an assessed value of not less than fifteen million eight hundred seven thousand six hundred dollars ($15,807,600.00) (the "Minimum Assessment") beginning in tax year 2030 and for a period of twenty (20) years or the life of TID #17, whichever is longer. Developer agrees that this minimum assessed value on the Project shall remain a tax lien on the Real Estate and shall run with the land for a period of twenty (20) years or the life of TID #17, whichever is longer.

c. **Deficiency PILOT.** In the event the assessed value of the Project is less than the Minimum Assessment as of January 1, 2030, or for any tax year thereafter for a period of twenty (20) years or the life of TID #17, whichever is longer, then the Developer or the then current owner, or its successors or assigns agrees to pay a Deficiency PILOT to the City within 180 days of receipt. Said Deficiency PILOT shall be calculated by first determining the difference between the Minimum Assessment less the actual assessed value of the Project for the tax year at issue, and multiplying said difference by the total tax rate of all taxing jurisdictions as shown on tax bills issued to taxpayers in the City. This requirement shall be a lien running with the land for a period of twenty (20) years or the life of TID #17, whichever is longer.

d. **Special Charge**. In the event there is a lack of compliance for payment of the Annual PILOT or Deficiency PILOT, then the City, in addition to any other remedy available at law or in equity, may levy a special charge or assessment under Section 66.0627, Wis. Stat., prior to any first mortgage lien on the property for the delinquent amount as calculated herein to enable the City to enforce performance of the Developer's obligations. The owners of the Real Estate and their successors and assigns further agree that they waive any objection to the City making said special charge or assessment; however, they still retain their right to object to the accuracy and amount of the special charge or assessment.

2.7. **Transfer or Sale of Real Estate**.

a. **Notice of Intent to Transfer**. No property within the Real Estate may be sold, transferred, or otherwise conveyed unless the Developer first provides to the City written notice of intent to transfer the property at least forty-five (45) days before the sale, transfer or conveyance is to occur. This Section shall not apply to nor restrict a transfer to Developer's financing entity, e.g. placing a mortgage on the Real Estate nor a residential or commercial lease agreement for individual residential living units, individual commercial lease spaces, or parking spaces.

b. **No Transfer to Exempt Entities**. No property within the Real Estate may be sold, transferred or conveyed to, or leased or owned by any entity or used in any manner which would render any part of the Real Estate exempt from property taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement reasonably satisfactory to the Economic and Community Development Commission providing for payments in lieu of taxes to the City.

c. **Assignees and Transferees Bound by Agreement**. Any assignee or purchaser or transferee of any portion of the Real Estate shall be bound by the terms and conditions of

this Agreement, which shall run with the land and be binding upon all such assignees, purchasers and transferees. The Developer shall not sell or transfer any portion of the Real Estate to any entity unless and until the Developer has provided the City with written evidence satisfactory to the Economic and Community Development Commission that such assignee or entity has agreed in writing to be bound by the terms of this Agreement. Any such sale, transfer or conveyance of any portions of the Real Estate shall not relieve the Developer of its obligations hereunder.

d. **Subdivision**. Property within the Real Estate shall not be further subdivided without approval of the City.

e. **Restrictive Covenant.** Developer shall place a restrictive covenant on the Real Estate prohibiting the Real Estate from being exempt from property taxes in substantially the same form as **Exhibit C**. Likewise, Developer shall place a restrictive covenant on any condominium unit or townhome prohibiting it from being exempt from property taxes in substantially the same form as **Exhibit C**.

2.8. **Easements**. Not applicable.

2.9. **Insurance**. The Developer will obtain appropriate insurance covering the future development as determined by Developer and its lender.

2.10. **Indemnity**. Developer shall indemnify and hold harmless the City, its officers, employees and authorized representatives, ("Indemnified Party"), from and against any and all liabilities, including, without limitation, remediation required by any federal or state agency having jurisdiction, losses, damages, costs, and expenses, including reasonable attorney fees and costs, arising out of any third-party claims, causes of action, or demands made against or suffered by the Indemnified Party on account of this Agreement, unless such claims, causes of action, or demands: (a) relate to the Indemnified Party failing to perform its obligations to Developer; or (b) arise out of any willful misconduct of the Indemnified Party. At the Indemnified Party's request, Developer shall appear for and defend the Indemnified Party, at Developer's expense, in any action or proceeding to which the Indemnified Party may be made a party by reason of any of the foregoing.

2.11. **Utilities**.

a. **Other Utilities**. Developer shall be responsible for, pay for and cause electrical power, telephone facilities, cable TV lines, and natural gas facilities to be installed in such a manner as to make proper and adequate service available to each building in the Project, as described in the Master Plan. Plans indicating the proposed location of each such utility to service the Project shall be shown on the Master Plan and construction plans to be provided to the City Plan Commission for approval prior to the installation of the utility.

b. **Water and Sewer.** Developer shall be solely responsible for and shall pay all costs of connecting water and sewer service from the public streets, alley, right of way, or other approved infrastructure to the buildings within the Real Estate.

2.12. **Restrictions.** Developer agrees to neither use nor allow a third-party to use the Real Estate for adult entertainment, pawnshops, mini-warehouses, car title loan business, payday lenders, tattoo parlors, and/or off-premise signs for a period of twenty (20) years or the life of TID #17, whichever is longer. "Payday lenders" and "car title loan business" shall exclude banks and credit unions. This shall be a deed restriction against the Real Estate and shall run with the land.

2.13. Record Retention. Developer understands and acknowledges that the City is subject to the Public Records Law of the State of Wisconsin. As such, Developer 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. Likewise, Developer agrees to assist the City in complying with any public records request that it receives pertaining to this Agreement. Additionally, Developer agrees to indemnify and hold the City, its officers, employees and authorized representatives harmless for any liability, including without limitation, reasonable attorney fees relating to or in any way arising from Developer's actions or omissions which contribute to the Indemnified Party's inability to comply with the Public Records Law. In the event Developer decides not to retain its records for a period of seven (7) years, then it shall provide written notice to the City whereupon the City shall take custody of said records assuming such records are not already maintained by the City. This provision shall survive termination of this Agreement.

2.14. Repair and/or Replacement of Infrastructure. Developer shall repair and/or replace any damaged City infrastructure or other City property that may occur as a result of the Project, including, without limitation, sidewalks, landscaping, asphalt and light poles. Said repair and/or replacement shall be to the satisfaction of the Board of Public Works.

2.15. Look Back. Developer shall provide documentation, as requested by the City at no cost, in order to allow the City, or its consultant, to review, analyze and make adjustments to the cash grant described in accordance with Section 3.1.

ARTICLE III

CITY OBLIGATIONS

3.1. Project Assistance. Developer agrees to advance funds on behalf of the City for project costs, which the City shall reimburse through Contributions under the terms of this Agreement. Developer has requested a cash grant from TID #17, and the City may be required to make Contributions to Developer, up to an aggregate maximum two million four hundred forty-five thousand four hundred eighty-eight dollars ($2,445,488.00), subject to change based on the provision of this Agreement, with funds to be made available upon verification of the Tax Increment increase as defined herein. The City shall disburse its Contribution as required by its Monetary Obligation to Developer in accordance with this Agreement. More specifically,

a. **Pay-As-You-Go Payment Schedule.** Effective September 1, 2028, the City shall be obligated to pay a Contribution calculated as the Tax Increment resulting from an increase in real property tax base from the Project not to exceed the lesser of: (a) an aggregate two million four hundred forty-five thousand four hundred eighty-eight dollars ($2,445,488.00), or (b) the sum of eighty-five percent (85%) of the actual Tax Increment resulting from an increase in real property tax base from the Project for tax years 2027-2035. An Illustrative example of the payment of cash grants is attached as **Exhibit G**.

b. Intentionally omitted.

c. **Review of Project Assistance.** The financial assistance to the Developer under this Agreement is based on certain assumptions regarding likely operating revenues, expenses and development costs of constructing the Project. The City and Developer agree that that actual financial performance of the Project will be reviewed at the times described in this Section, and that the amount of the Contribution provided under this Agreement will be adjusted accordingly.

d. **Definitions.** For the purposes of this Section, the following terms have the following meanings:

"Calculation Date" means sixty (60) days after the earlier of: (i) the date of Stabilization of the Project; or (ii) three (3) years after the certificate of occupancy has been issued.

"Net Operating Income" or "NOI" means total annual income and other project-derived annual revenue, including payments outlined in the Agreement, less Operating Expenses, which exclude debt service payments. For purposes of the Yield on Cost Return calculation on the Calculation Date, (i) revenue shall be based upon 95% occupancy for the rental housing portion regardless of whether the average occupancy for the measured period is higher or lower than 95%, and revenue for the commercial portion shall be based on actual occupancy (ii) revenue for periods after the Calculation Date shall be inflated by 2% annually, and (iii) Operating Expenses for periods after the Calculation Date, shall be inflated by 2% annually.

"Operating Expenses" means reasonable and customary expenses actually incurred in operating the Project and any other expenses actually incurred by the Developer pursuant to its obligations under this Agreement, determined in the same manner as shown in the Pro Forma Financial Statement, which excludes expenses after debt service, and includes administrative, payroll, marketing, insurance, property management fees, utilities, maintenance, deposits to commercially reasonable capital replacement reserves and payment of real estate taxes, but subject to final review and acceptance by the City or its consultant.

"Pro Forma Financial Statement" means Project cash flow pro forma model financial statement projecting future returns, a summary of which is attached to this Agreement as **Exhibit H**.

"Stabilization" means the calendar month-end date on which the housing portion of the Project has first achieved an average occupancy of 90% during the preceding 12 calendar months, but, for purposes of the Yield on Cost Return calculation, assuming 95% occupancy notwithstanding actual occupancy rate as of such date.

"Total Project Cost" means the total expenditures incurred to complete development of the Project inclusive of land acquisition, hard construction costs, soft costs and financing costs as approved by Developer's senior construction debt lender. For purposes of calculating the look back, a developer fee of no more than 4% of Total Project Costs will be used.

"Yield on Cost Return" means NOI divided by actual total development costs, calculated as set forth in the sample look back calculation attached as **Exhibit I**.

e. On the Calculation Date, the Developer of the Project shall deliver to the City and its consultant, at a minimum, (i) the Developer's actual financial statement, in the same form as the Pro Forma Financial Statement submitted to the City pursuant to this Section 3.1(c) and showing NOI, and such other financial information as the City, or its consultant, shall reasonably require, for trailing 12-month period preceding the Calculation Date calculated as the Calculation Date as provided herein and as set

forth in the Pro Forma Financial Statement and (ii) evidence, satisfactory to the City, of its Total Project Cost.

f. The average annual Yield on Cost Return shall be calculated by the City, or its consultant, based on the Project's financial statement submitted to the City pursuant to Section 3.1(e), (in the manner the City, or its consultant, determines is consistent with the sample look back calculation attached as **Exhibit I**, as approved by the City).

g. If the average annual Yield on Cost Return does not exceed 8% over the term of the Agreement, the Monetary Obligation will remain set at the Contribution amount.

h. If the City, or its consultant, determines, based on such review, that the average annual Yield on Cost Return over the term of the Agreement exceeds 8% (to be calculated in a manner comparable to the sample attached **Exhibit I**), then the Monetary Obligation will be reduced by an amount calculated in the manner the City, or its consultant, determines is consistent with Section 3.1(i).

i. The City, or its consultant, will determine the amount of the reduction of the Monetary Obligation, calculated in the manner the City, or its consultant, determines is consistent with the sample look back calculation attached as **Exhibit I**, by:

(1) First, determining the period over which the Agreement needs to be outstanding to achieve a 8% average annual Yield on Cost Return over the term of the Agreement based on the City's, or its consultant's, calculation of the average annual Yield on Cost Return.

(2) Second, by determining the present value of actual or projected (with respect to future payments) annual Agreement payments over the life of the Agreement through the year determined in Section 3.1(i)(1) using zero percent interest as the present value discount rate.

(3) Third, by determining the amount equal to 50% of the difference between the original Monetary Obligation amount of the Agreement and the present value number calculated in Section 3.1(i)(2).

(4) Finally, the new Monetary Obligation amount of the Agreement will then be determined by adding the amounts in Sections 3.1(i)(2) and (3) and rounding to the nearest $1,000 (the "Revised Agreement Principal Amount").

(5) Such Revised Agreement Monetary Obligation Amount will be effective upon delivery to the Developer of a written notice stating the Revised Monetary Obligation Principal Amount as determined by the City, or its consultant, in accordance with this Section, accompanied by the City's, or its consultant's, report. The Developer shall, thereupon, deliver the Agreement in exchange for a new development agreement containing the Revised Monetary Obligation Amount.

3.2. Certificate of Completion. Upon completion of the improvements by the Developer and review of the improvements by the City, the City shall provide the Developer, upon request, with an appropriate recordable instrument certifying that the improvements have been made in accordance with this Agreement and the Master Plan, and any amendment or modifications thereto.

3.3. Assistance with Zoning Changes. If necessary, the City Planning Department shall initiate the process in accordance with the City's zoning code to attempt to provide appropriate zoning for the Real Property being developed by Developer so that the zoning for the Project is in accordance with the City's comprehensive plan for the area.

3.4. Performance Subject to Required Government Approvals. The Developer acknowledges that various of the specific undertakings of the City described in this Article III may require approvals from the City Council (and other City bodies) and other public bodies, some of which approvals may require public hearings and other legal proceedings as conditions precedent thereto. The City's agreements under this Article III are conditioned upon the obtaining of all such approvals in the manner required by law. The City cannot assure that all such approvals will be obtained; however, they agree to use good faith efforts to obtain them on a timely basis.

3.5. Subsequent Phases. Any subsequent development of the Real Estate will be addressed in a separate development agreement.

ARTICLE IV

CONDITIONS PRECEDENT TO CITY OBLIGATIONS

The City's obligations under this Agreement are conditioned upon the provisions contained herein. If all conditions contained in this Article are satisfied, or if the City waives in writing said conditions, on or before December 31, 2026, then the conditions shall be deemed satisfied. Otherwise, the City, at its option, in its absolute and sole discretion, may at any time thereafter terminate this Agreement by giving notice in writing thereof to Developer. In such event, this Agreement shall be terminated and no party shall have any further liability or obligation to the other hereunder. All submissions given by Developer to the City to satisfy the conditions contained in this Article must be satisfactory in form and content to the City.

4.1. Existence. Developer shall have provided a certified copy of Developer's formation documents and a good standing certificate issued by the appropriate governmental authority of the state of Developer's incorporation.

4.2. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions, which resolutions shall provide that Developer has been duly authorized to enter into this Agreement and all other agreements, documents and contracts required to be executed in connection with the transactions which are the subject of this Agreement.

4.3. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts. Developer shall not be in material default under the terms of any other agreement or instrument to which Developer is a party or an obligor. Developer shall be in material compliance with all provisions of this Agreement.

4.4. Financing Commitment. Developer shall obtain and permit the City to review: (1) a written financial commitment from a conventional lender, (2) written construction contract to construct and finance the Project, (3) other written proof of financial resources to construct the Project, or (4) any combination thereof. Said documents shall demonstrate sufficient funds for the construction, furnishing, equipping and installation of the Project in an amount not less than twenty million seven hundred ninety thousand dollars ($20,790,00.00). Said documents shall be acceptable in all respects to City, in the sole and absolute discretion of the Finance Director and Economic and Community Development Commission. Developer shall have closed the loan, or be prepared to close the loan, which is the subject of the financing commitment and in connection therewith, Developer shall allow the City to review copies of the documents to be executed in connection with the construction loan to the City.

4.5. Plans and Specifications. Developer shall have provided the Master Plan, which Master Plan must be acceptable in all respects to the City and shall have been approved by the City Plan Commission with input, if any, from the Board of Public Works.

4.6. Survey. Developer shall provide an ALTA survey of the Real Estate certified to the City by a Wisconsin registered land surveyor, showing the location of all improvements now prior to commencing construction and to be located thereon after said improvements are built pursuant to the Master Plan, all easements, pathways, exterior boundary lines, walkways, private and public streets, adjoining public streets and alleys, utilities, exits and entrances, all curbs, gutters, sidewalks, medians and lighting. The survey must show a state of facts acceptable to the Board of Public Works.

4.7. Insurance. Developer shall have delivered to the City certificates of all insurance required under this Agreement showing the City as an additional insured (or whatever designation the Developer determines is appropriate with Developer's insurer for the Project). Said insurance shall not be cancelled, non-renewed nor have any material changes without providing thirty (30) days advanced written notice to the City.

4.8. Amendment of TID #17 and TID Project Plan. The amendment of TID #17 and TID Project Plan shall be approved by the appropriate governmental entities, if necessary.

4.9. Financial Statements. Developer shall present (but not leave a copy) to the City's Finance Director of the most recent financial statements by a certified public accountant for Developer and any successors or assigns or transferees of Developer. The financial statements must show a financial condition acceptable to the City, in the judgment of the City's Finance Director, to be sufficient to carry out the duties of this Agreement. The financial statements must be in form and content acceptable to the City, in the judgment of the City's Finance Director. In the event the financial statements are in unacceptable form and content, the City's Finance Director may identify alternative financial records for production by Developer.

4.10. Acquisition of Real Estate. The Developer shall have acquired fee simple title to the Real Estate in accordance with Section 2.1 of this Agreement. If this condition is not met, then the Agreement shall terminate without further action of the City or Developer. Upon such termination of this Agreement, the parties shall have no further obligations to each other hereunder.

4.11. Approvals and Permits. The Developer shall at its expense have obtained all approvals and permits necessary to undertake the Project on the Real Estate, including but not limited to, site plan review, zoning approvals, and any other local, state or federal approvals or permits.

4.12. Compliance with Law. Developer shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

4.13. Compliance with Agreements. Developer shall be in compliance with this Agreement and all other agreements it may have with the City.

ARTICLE V

CONDITIONS PRECEDENT TO DEVELOPER'S OBLIGATIONS

Developer's obligations under this Agreement are conditioned upon the following:

5.1. Acquisition of Real Estate. The Developer shall have acquired fee simple title to the Real Estate in accordance with Section 2.1 of this Agreement. If this condition is not met, then the Agreement shall terminate

without further action of the City or Developer. Upon such termination of this Agreement, the parties shall have no further obligations to each other hereunder.

5.2. Amendment of TID #17 and TID Project Plan. The amendment of TID #17 and TID Project Plan shall be approved by the appropriate governmental entities, if necessary.

ARTICLE VI

REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer represents and warrants to and covenants with the City, and the City represents and warrants to and covenant with Developer as respectively follows:

6.1. Financial Statements / No Material Change. All copies of financial statements, documents, contracts and agreements which Developer has furnished to the City, or its agents are true and correct. There has been no material change in the business operations of Developer since the date of the last financial statement furnished to the City, except pursuant to the conduct of its ordinary business.

6.2. Taxes. Developer has paid, and shall pay when due, all federal, state and local taxes, and shall promptly prepare and file returns for accrued taxes. If necessary, Developer shall pay when due all payments in lieu of taxes and special charges required under the terms of this Agreement.

6.3. Compliance with Zoning. Developer covenants that the Real Estate, upon completion of the Project, will conform and comply in all respects with applicable federal, state, local and other laws, rules, regulations and ordinance, including, without limitation, zoning and land division laws, building codes and environmental laws.

6.4. Payment. All work performed and/or materials furnished for the Project, other than the Public Improvements, shall be fully paid for by Developer.

6.5. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

6.6. Good Standing. Developer is a limited liability 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. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

6.7. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary corporate action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally. The City represents and warrants to Developer that they have the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by City under this Agreement.

6.8. No Conflict. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's Articles of Organization or Operating Agreement or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer.

6.9. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Project that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

6.10. Certification of Costs. Developer covenants the Project Cost Breakdown accurately reflects all costs of the Project (other than costs associated with the Public Improvements, if any) that will be incurred by Developer in the completion and construction of the Project, and the City shall be entitled to rely on the Project Cost Breakdown submitted by Developer. Developer knows of no circumstances presently existing or reasonably likely to occur which would or could result in a material adverse variation or deviation from the Project Cost Breakdown.

6.11. No Default. No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

6.12. Fees and Commissions. The City shall not be liable for any broker fees or commissions incurred by the Developer in connection with any transactions contemplated by this Agreement.

6.13. Financing Accommodation.

a. No Assignment. Developer, its successors, assigns and transferees will not transfer, assign, convey or encumber, nor will Developer, its successors, assigns or transferees agree to or permit the transfer, assignment, conveyance or encumbrance of the Project or any of the Real Estate except as provided in Sections 2.7 and 8.1 of this Agreement. The principals, shareholders, members, managers and/or partners of Developer, its successors, assigns and transferees will not transfer, assign, convey or encumber their respective interests in Developer, its successors, assigns or transferees, as the case may be, if such anticipated transfer, assignment, conveyance or encumbrance would result in the original members of the Developer having less than majority voting control of the Developer, without providing written notification of any intention thereof to the City at least forty-five (45) days prior to the date the proposed transfer, assignment, conveyance or encumbrance is to take effect. Any attempt to so act shall be void and have no effect.

b. No Subordination. The City shall not subordinate any interest they have in this Agreement for any reason, unless it is determined to be in the best interests of the City. Any requests for subordination shall be submitted, in writing, explaining why the request is in the best interests of the City. Said request shall be received by the City not less than forty-five (45) days prior to any City Council action on said request. Said subordination may only be approved by the City Council.

c. Developer Financing. Notwithstanding this Section 6.13, Developer may transfer, assign or encumber the Real Estate in order to secure financing for the acquisition of the Real Estate and/or for construction of the Project. Said lender may place a lien and/or mortgage on the Real Estate, including any renewals, extensions, replacements, modifications or refinancing. Lender's mortgage and/or loan may be transferred or assigned by lender in a secondary market without prior City Council approval. In the event of a foreclosure against

Developer by lender or a deed transfer in lieu of foreclosure, lender shall assume the duties, obligations and rights of Developer under this Agreement. In such a circumstance, lender may transfer or assign this Agreement and its accompanying duties, obligations and rights, to another developer without prior City Council approval. In any circumstance, lender shall provide reasonable notice to City of such actions. This Section shall survive any foreclosure proceeding.

6.14. Commencement and Completion. Developer shall commence and complete construction of the Project in accordance with Section 2.2 above.

6.15. Compliance with Plans. Developer will cause the Project to be constructed in accordance with the Master Plan and will promptly correct any defects in construction or deviations from the Master Plan.

6.16. No Changes. Developer shall not, without the City's prior written consent: (i) consent to any amendments to any documents delivered to City pursuant to this Agreement; (ii) approve any material changes in the Project or the Master Plan or permit any work to be done pursuant to any changes; (iii) modify or amend the Project Cost Breakdown.

6.17. Inspection of Project. Developer shall permit City, its inspectors and/or its construction consultant, at all reasonable times and at no cost: (a) to inspect the Project and all matters relating to the development thereof, and (b) on reasonable notice, to inspect all of Developer's books and records pertaining to the Project. City assumes no obligation to Developer for the sufficiency or adequacy of such inspections, it being acknowledged that such inspections are made for the sole and separate benefit of City. The fact that City may make such inspections shall in no way relieve Developer from its duty to independently ascertain that the construction of the Project and Developer's compliance with this Agreement is being completed in accordance with the approved Master Plan and the terms and conditions of this Agreement. Notwithstanding the foregoing in Section 6.17, the rights conferred upon the City under Section 6.17 shall immediately terminate upon the Project's receipt of an occupancy permit from the City.

6.18. Notification. Developer shall:

a. Within 30 business days after the occurrence of any default, notify City in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Developer with respect thereto.

b. Promptly notify City of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Developer contained in this Agreement to be untrue.

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

6.19. Unrelated Activity. It is the intention of Developer and City that the sole business of Developer shall be the construction, ownership and operation of the Project, and Developer shall take no action inconsistent with such intention, including without limitation the acquisition by Developer of real or personal property unrelated to the Project, investment by Developer in the assets or stock of any other person, joining by Developer with any other

person in any partnership or joint venture, or the creation or incurring of indebtedness by Developer unrelated to the Project.

6.20. No Indebtedness. Except in the ordinary course of business and except for funds borrowed to provide the financing for the purchase of the Real Estate or the construction of the Project, Developer shall not incur, create, assume, permit to exist, guarantee, endorse or otherwise become directly or indirectly or contingently responsible or liable for any indebtedness. "Indebtedness" shall mean any liability or obligation of Developer: (a) for borrowed money or for the deferred purchase price of property or services (excluding trade obligations incurred in the ordinary course of business); (b) as lessee under leases that have been or should be capitalized according to generally accepted accounting principles; (c) evidenced by notes, bonds, debentures or similar obligations; (d) under any guaranty or endorsement (other than in connection with the deposit and collection of checks in the ordinary course of business), and other contingent obligations to purchase, provide funds for payment, supply funds to invest in any entity, or otherwise assure a creditor against loss; or (e) secured by any security interest or lien on assets of Developer, whether or not the obligations secured have been assumed by Developer.

6.21. Correction of Defects. Developer shall, upon demand of City (and City may rely on the advice of its inspector and shall not be liable for any errors in such advice), correct any material defect, structural or otherwise, in the Project or any departure from the Master Plan.

6.22. Not for Speculation. Developer represents and warrants that its acquisition of the Real Estate and its undertakings pursuant to this Agreement shall be for the sole and express purpose of the redevelopment of the Real Estate consistent with the Master Plan and the terms and conditions of this Agreement and are not for the speculation in land holdings.

ARTICLE VII

DEFAULT

7.1 Developer's Default.

a. Remedies. In the event (i) any representation or warranty of Developer herein or in any agreement or certificate delivered pursuant hereto shall prove to have been false in any material respect when made or (ii) of Developer's default hereunder which is not cured within 60 days after written notice thereof to Developer, the City shall have all rights and remedies available under law or equity with respect to said default. In addition, and without limitation, the City shall have the following specific rights and remedies:

(1) With respect to matters that are capable of being corrected by the City, the City may at its option enter upon the Real Estate for the purpose of correcting the default and the City's reasonable costs in correcting same, plus interest at one and one-half percent (1.5%) per month, shall be paid by Developer to the City immediately upon demand;

(2) Injunctive relief;

(3) Action for specific performance;

(4) Action for money damages;

(5) Repayment by Developer of any incentives actually received by Developer via special assessment or special charge under Section 66.0627, Wis. Stat.,as a tax

lien. The owners of the Real Estate and their successors and assigns further agree that they waive any objection to the City making said special charge or assessment; however, they still retain their right to object to the accuracy of the amount of the special charge or assessment;

(6) Any other remedy in this Agreement.

b. Reimbursement. Any amounts expended by the City in enforcing this Agreement and the obligations of Developer hereunder, including reasonable attorney's fees, and any amounts expended by the City in curing a default on behalf of Developer, together with interest at one and one-half percent (1.5%) per month, shall be paid by Developer to the City upon demand and shall constitute a lien against the Real Estate until such amounts are reimbursed or paid to the City, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.

c. Remedies are Cumulative. All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

d. Failure to Enforce Not a Waiver. Failure of the City to enforce any provision contained herein shall not be deemed a waiver of the City's rights to enforce such provision or any other provision in the event of a subsequent default.

7.2 City's Default.

a. Remedies. In the event of the City's default hereunder which is not cured within sixty (60) days after written notice thereof to the City, Developer shall have all rights and remedies available under law or equity with respect to said default. In addition, and without limitation, Developer shall have the following specific rights and remedies:

(1) Injunctive relief;

(2) Action for specific performance; and

(3) Action for money damages.

b. Reimbursement. Any amounts expended by the Developer in enforcing this Agreement and the obligations of City hereunder, including reasonable attorney's fees, and any amounts expended by the Developer in curing a default on behalf of City, together with interest at one and one-half percent (1.5%) per month, shall be paid by City to the Developer upon demand**.**

c. Remedies are Cumulative. All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

d. Failure to Enforce Not a Waiver. Failure of Developer to enforce any provision contained herein shall not be deemed a waiver of Developer's rights to enforce such provision or any other provision in the event of a subsequent default.

7.3 Mediation of Disputes Required. Unless the parties agree otherwise, prior to litigation and as a condition precedent to bringing litigation, any party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The parties shall split the costs of mediation equally. In the event of impasse at mediation, the aggrieved party may then commence an action. However, the parties shall be bound to agree to alternative dispute resolution as ordered by the Court.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1. Assignment. Except as provided in Sections 2.7 and 6.13, Developer may not assign its rights or obligations under this Agreement without the prior written consent of the City, which shall not be unreasonably conditioned or delayed by the City. The intent being that the assignment notice is needed by the City to know who to direct any deficiencies to. Developer shall provide not less than forty-five (45) days advance written notice of any intended assignment.

8.2. Nondiscrimination. In the performance of work under this Agreement, Developer agrees not to discriminate against any employee or applicant for employment nor shall the development or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry and that the construction and operation of the Project shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

8.3. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City, have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

8.4. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause; provided however that any such event of Force Majeure shall not be the basis of a delay of more than 9 months.

8.5. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties, and indemnifications contained herein shall survive the termination or expiration of this Agreement.

8.6. Implementation Schedule and Time of the Essence. All phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of the City. 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 120 days. The Economic and Community Development Commission shall otherwise oversee the day-to-day operations of this Agreement.

8.7. Notices. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: (a) when personally delivered; (b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or (c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City: Attn: City Clerk
City of La Crosse
400 La Crosse Street

La Crosse, Wisconsin 54601

with a copy to: Attn: City Planner
City of La Crosse
400 La Crosse Street
La Crosse, Wisconsin 54601

To the Developer: Attn: Legal Department
The Chalmers Residences, LLC
1818 Parmenter Street, Suite 400
Middleton, WI 53562

8.8. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin and shall be deemed to have been drafted through the combined efforts of parties of equal bargaining strength. Any action at law or in equity relating to this Agreement shall be instituted exclusively in the courts of the State of Wisconsin and venued in La Crosse County. Each party waives its right to change venue.

8.9. Conflict of Interest. Developer shall avoid all conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. Developer is familiar with the City's prohibition against the acceptance of any gift by a City officer or designated employee, which prohibition is found in Section 2-133 of the City of La Crosse Municipal Code. Developer agrees not to offer any City officer or designated employee any gift prohibited by said Code. The offer or giving of any prohibited gift shall constitute a material breach of this Agreement by Developer. In addition to any other remedies the City may have in law or equity, the City may immediately terminate this Agreement for such breach. No member, officer or employee of the City shall have any personal financial interest, direct or indirect, in this Agreement, nor shall any such member, officer or employee participate in any decision relating to this Agreement.

8.10. Execution in Counterparts. This Agreement may be executed in several counterparts, each which may be deemed an original, and all of such counterparts together shall constitute one and the same agreement.

8.11. Disclaimer Relationships. Developer acknowledges and agrees that nothing contained in this Agreement or any contract between Developer and the City or any act by the City or any third parties shall be deemed or construed by any of the parties or by third persons to create any relationship or third party beneficiary, principal or agent limited or general partnership or joint venture or of any association or relationship involving the City. It is understood and agreed that Developer, in the performance of the work and services of this Project shall not act as an agent or employee of the City and neither the Developer nor its officers, employees, agents, licensees, sublicensees, subcontractors shall obtain any rights to retirement benefits or the benefits which accrue to the City's employees and Developer hereby expressly waives any claim it may have to any such rights. Each party shall be responsible for its own separate debts, obligations and other liabilities.

8.12. Severability. Should any part, term, portion or provision of this Agreement or the application thereof to any person or circumstance be in conflict with any state or federal law or otherwise be rendered unenforceable, it shall be deemed severable and shall not affect the remaining provisions, provided that such remaining provisions can be construed in substance to continue to constitute the agreement that the parties intended to enter into in the first instance.

8.13. Termination. Except for Sections 2.10 (Indemnity), 2.6(a) (Annual PILOT), 2.7(e) (Restrictive Covenant), 2.13 (Record Retention) and 8.5 (Survival), which shall survive the termination of this Agreement, this Agreement and all obligations hereunder, shall terminate after twenty (20) years or the life of TID #17, whichever is longer. This Agreement may also be terminated as provided in Article IV (Conditions Precedent to City), Article V (Conditions Precedent to Developer Obligations) and Section 8.9 (Conflict of Interest) hereof.

8.14. Memorandum of Agreement. Promptly upon full execution of this Agreement and prior to the recording of any mortgage or other security instrument against any portion of the Real Estate, the Developer agrees that the parties shall record this Agreement, or a memorandum thereof, with the Register of Deeds for La Crosse County, Wisconsin. Any such memorandum shall be in form and substance reasonably acceptable to the City and the Developer.

8.15. Covenants Running with Land. All of the covenants, obligations and promises of Developer set forth herein shall be deemed to encumber the Development and run with the land described in **Exhibit A** and shall bind any successor, assignee or transferee of Developer until such time as this Agreement is terminated.

8.16. Amendments. No agreement or understanding changing, modifying or extending this Agreement shall be binding upon another party unless in writing, approved and executed by the City and Developer.

8.17. 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.

8.18. JURY TRIAL. 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.

8.19. Construction. This Contract shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. The headings, table of contents and captions contained in the Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement. 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 contest may require. In the event that any of the provisions, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected.

8.20. Incorporation of Proceedings and Exhibits. Intentionally deleted. .

8.21. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City, granting approvals or conditions attendant with such approval, the specific action of the City shall be deemed controlling.

8.22. Execution of Agreement. Developer shall sign, execute and deliver this Agreement to the City on or before the close of regular City Hall business hours forty-five (45) days after its final adoption by the City, whichever occurs later. Developer's failure to sign, execute and cause this Agreement to be received by the City within said time period shall render the Agreement null and void, unless otherwise authorized by the City. After Developer has signed, executed and delivered the Agreement, the City shall sign and execute the Agreement. The final signature date of the City shall be the signature date of Agreement ("Signature Date").

***

IN WITNESS HEREOF, the parties have executed and delivered this Agreement effective the date set forth next to the City's signature below.

Dated this ____ day of ____, 2025
The Chalmers Residences, LLC

_____
Terrence R. Wall, President of
T. Wall Enterprises Manager, LLC, its Manager

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

_____
Notary Public, State of Wisconsin
My Commission: _____

Dated this ___ day of ____, 2025
City of La Crosse

_____
Shaundel Washington-Spivey, Mayor

_____
Nikki Elsen, City Clerk

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

_____
Notary Public, State of Wisconsin
My Commission: _____

This Document Was Drafted By:
Stephen F. Matty, City Attorney
City of La Crosse
400 La Crosse Street
La Crosse, Wisconsin 54601
608.789.7511

EXHIBIT A

Real Estate

[Insert legal description]

EXHIBIT B

Description of Project

T. Wall Enterprises is proposing a three phase, 4-story multifamily development that will take advantage of the vacant lot on 215 Pine Street and the former and now blighted La Crosse Tribune building. The proposal includes 1 level of underground parking, approximately 260units, and+/-5,445sq ft of commercial space. T Wall intends to revitalize the site by demolishing the underutilized/blighted Tribune building to make way for The Chalmers redevelopment.

The Chalmers will serve as a hub for the community, providing gathering and retail spaces. In alignment with the City's Comprehensive Plan, the goal is to create a compact and well-designed mixed-use center that encompasses shopping, employment, housing, recreation, and community gathering opportunities.

The intent is for this development to allow residents access to amenities, resources, and community spaces that cater to all different age groups. The project aims to stimulate revitalization, promote efficient land use, support the employment base, upgrade neighborhoods, increase property value and tax base, attract businesses, and create a vibrant mixed-use community.

The Chalmers is planning one story of underground-parking accommodating approximately 170 stalls. Additionally, the developer intends to construct a skywalk over Pine Street that would connect The Chalmers to the Pine Street Parking Ramp, where The Chalmers plans to lease approximately 120-160 stalls from the City.

In addition to the sky walk, The Chalmers will include bike storage lockers and bike parking stalls for residents in addition to a bike work/repair station for pumping tires, fixing/oiling chains, etc. As noted below, the developer also plans to include bike charging stations for residents who own electric bikes.

Green/Sustainable Building Features:

- Electric vehicle charging stations
  - 10% of parking stalls will have electric vehicle charging stations while 100% of covered parking stalls will be wired to accommodate electric vehicle charging stations in the future
- Recycling and Reuse plan for demolition of existing Tribune building
- Regionally sourced materials where possible
- Bike and scooter charging stations
- Energy efficient appliances
- High efficiency glass
- LED lighting

Phase 2 Specifics:

The Chalmers will be constructed in 3 phases. Phase 2 will include the construction and equipping of a multi-story building with approximately 99 general occupancy rental units and 3,495 sq. ft. of commercial space, including both structured and surface parking stalls.

EXHIBIT C

Restrictive Covenant

(Insert Legal Description)

Subject to the following Restrictive Covenant: Regardless of the owner, occupant, tenant or use of the Property, the real property (as defined in § 70.03, Wis. Stat.) shall remain subject to the general property tax pursuant to Chapter 70 of the Wisconsin Statutes for a minimum period commencing at the date of this deed and concluding December 31, 2044. No owner, occupant, or tenant of the Property shall apply for the real property to be exempt from taxation as provided in §70.11, Wis. Stat., for any tax year prior to tax year January 1, 2046.

This covenant shall run with the land and any future conveyance of the Property shall be subject to the covenant. The City of La Crosse may enforce this covenant using any available legal or equitable remedies permitted by the laws of Wisconsin, including injunctive relief, reasonable attorney's fees and the costs of enforcement of this covenant, including liquidated damages equal to the amount of real estate taxes for the duration of the restrictive covenant time period ending December 31, 2044 that the violator would have paid but for the granting of the tax exemption of the Property.

EXHIBIT D

Description of Public Improvements

None

***

Exhibit E

The Chalmers - Phase 2
City of La Crosse

Sources and Uses

99 Market Rate Apartments
6,990 Sq. Ft. Commercial

SOURCES				
Debt		**Amount**	**Percent**	**Per Unit**
Debt A:	First Mortgage	17,790,439	61.2%	179,701
Debt B:	TIF Mortgage	1,474,039	5.1%	14,889
Debt C:	Other Loan		0.0%	-
		19,264,478	**66.3%**	194,591
Other Sources		**Amount**	**Percent**	**Per Unit**
Category	***Sources***			
Equity	Developer Cash	9,793,758	33.7%	98,927
		9,793,758	**33.7%**	98,927
		29,058,236	**100.0%**	**293,518**

USES				
		Amount	**% of Cost**	**Per Unit**
ACQUISITION COSTS		**979,505**	**3.4%**	**9,894**
Land Cost	n/a	979,505	3.4%	9,894
CONSTRUCTION COSTS		**22,875,950**	**78.7%**	**231,070**
Residential Building		20,790,000	71.5%	210,000
Tenant Improvements: 1. Comm Space	$100.00	349,500	1.2%	3,530
On-site Work		160,000	0.6%	1,616
Contractor Fee		87,500	0.3%	884
Construction Contingency		1,088,950	*5.1%*	10,999
Sidewalk to Pine St. Garage		400,000	1.4%	4,040
ENVIRONMENTAL ABATEMENT/SOIL CORRECTION		**0**	**0.0%**	**0**
PERMITS/FEES		**371,170**	**1.3%**	**3,749**
Permits/Inspection		371,170	1.3%	3,749
PROFESSIONAL SERVICES		**279,500**	**1.0%**	**2,823**
Architectural & Engineering Fees		105,000	0.4%	1,061
FF&E		79,500	0.3%	803
Marketing/Leasing		95,000	0.3%	960
FINANCING COSTS		**1,460,731**	**5.0%**	**14,755**
Inspections - Lenders		49,950	0.2%	505
Loan Origination Fees		132,322	0.5%	1,337
Equity Raising		968,205	3.3%	9,780
Misc.		310,254	1.1%	3,134
DEVELOPER FEE		**1,000,000**	**3.4%**	**10,101**
Developer Fee		1,000,000	3.4%	10,101
CASH ACCOUNTS/ESCROWS/RESERVES		**2,091,380**	**7.2%**	**21,125**
Operating Reserves		2,091,380	7.2%	21,125
		29,058,236	**100%**	**293,518**

EXHIBIT F

Project Timeline

July 1, 2025: Target Date to Acquire Property

Aug 15, 2025: Target Date for Architectural and Design Approvals Completed

November 30, 2026: Target Date to Commence Construction

By March 31, 2029: Substantial Construction Completion

By December 31, 2029: Fully Stabilized

Tax Increment District No. 17 (Downtown North)

Tax Increment Projection Worksheet - The Chalmers Phase 2

Type of District	Mixed Use
Actual Creation Date	9/29/2015
Valuation Date	Jan. 1, 2015
Maximum Life (In Years)	20
Expenditure Period (In Years)	15
Revenue Periods/Final Rev Year	20 / 2036
End of Expenditure Period	9/29/2030
Latest Termination Date	9/29/2035
Eligible for Extension/No. of Years	Yes / 3
Eligible Recipient District	No

Actual Base Value	0
Pre-Amendment Base Value (Actual)	N/A
Property Appreciation Factor	0.50%
Current Tax Rate (Per $1,000 EV)	$19.82
Tax Rate Adjustment Factor (Next 2 Years)	0.00%
Tax Rate Adjustment Factor (Following 2 Years)	0.00%
Tax Rate Adjustment Factor (Thereafter)	0.00%
Discount Rate 1 for NPV Calculation	6.00%
Discount Rate 2 for NPV Calculation	6.00%

☐ *inflation applied to base?*

	Construction Year	Value Added	Valuation Year	Inflation Increment	Valuation Increment	Revenue Year	Tax Rate	Tax Increment	Increment Split & Net Present Value Calculation: 85% 6.00%	15% 6.00%
1	2021	0	2022	0	0	2023	19.82	0	0	0
2	2022	0	2023	0	0	2024	19.82	0	0	0
3	2023	0	2024	0	0	2025	19.82	0	0	0
4	2024	0	2025	0	0	2026	19.82	0	0	0
5	2025	0	2026	0	0	2027	19.82	0	0	0
6	2026	15,807,600	2027	0	15,807,600	2028	19.82	313,331	266,332	47,000
7	2027	0	2028	79,038	15,886,638	2029	19.82	314,898	267,663	47,235
8	2028	0	2029	79,433	15,966,071	2030	19.82	316,473	269,002	47,471
9	2029	0	2030	79,830	16,045,902	2031	19.82	318,055	270,347	47,708
10	2030	0	2031	80,230	16,126,131	2032	19.82	319,645	271,698	47,947
11	2031	0	2032	80,631	16,206,762	2033	19.82	321,243	273,057	48,187
12	2032	0	2033	81,034	16,287,796	2034	19.82	322,850	274,422	48,427
13	2033	0	2034	81,439	16,369,234	2035	19.82	324,464	275,794	48,670
14	2034	0	2035	81,846	16,451,081	2036	19.82	326,086	277,173	48,913
									2,445,488	431,557
		15,807,600		79,038						
							Future Value of Increment	2,877,045	NPV 1,740,188	307,092

EHLERS
PUBLIC FINANCE ADVISORS

The Chalmers - Phase 2
City of La Crosse
99 Market Rate Apartments; 6,990 (sf) Commercial Space
Multi-Year Operating Proforma

				Stabilized									
			2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Income			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
Rental Income		Inflator											
Gross Potential Rent		2.0%	2,187,980	2,231,739	2,276,374	2,321,901	2,368,339	2,415,706	2,464,020	2,513,301	2,563,567	2,614,838	2,667,135
Less: 5.0% Stabilized Vacancy			(109,399)	(111,587)	(113,819)	(116,095)	(118,417)	(120,785)	(123,201)	(125,665)	(128,178)	(130,742)	(133,357)
Less: Additional Pre-stabilization Vacancy													
Total Rental Income			**2,078,581**	**2,120,152**	**2,162,555**	**2,205,806**	**2,249,922**	**2,294,921**	**2,340,819**	**2,387,636**	**2,435,388**	**2,484,096**	**2,533,778**
Other Residential Income	Vacancy Rate	Inflator											
Underground Parking	5.0%	2.0%	41,616	42,448	43,297	44,163	45,046	45,947	46,866	47,804	48,760	49,735	50,730
Pet Fee	5.0%	2.0%	14,994	15,294	15,600	15,912	16,230	16,555	16,886	17,223	17,568	17,919	18,278
Pine St. Garage	5.0%	2.0%	58,752	59,927	61,126	62,348	63,595	64,867	66,164	67,488	68,837	70,214	71,618
Storage Units	5.0%	2.0%	14,688	14,982	15,281	15,587	15,899	16,217	16,541	16,872	17,209	17,554	17,905
RUBS	5.0%	2.0%	40,800	41,616	42,448	43,297	44,163	45,046	45,947	46,866	47,804	48,760	49,735
Amenity Fee	5.0%	2.0%	25,245	25,750	26,265	26,790	27,326	27,873	28,430	28,999	29,579	30,170	30,774
Less: Vacancy			(9,805)	(10,001)	(10,201)	(10,405)	(10,613)	(10,825)	(11,042)	(11,263)	(11,488)	(11,718)	(11,952)
Less: Additional Pre-stabilization Vacancy													
Total Other Residential Income			**186,290**	**190,016**	**193,816**	**197,693**	**201,647**	**205,679**	**209,793**	**213,989**	**218,269**	**222,634**	**227,087**
Net Residential Income (NRI)			**2,264,871**	**2,310,168**	**2,356,372**	**2,403,499**	**2,451,569**	**2,500,600**	**2,550,612**	**2,601,625**	**2,653,657**	**2,706,730**	**2,760,865**
		Inflator											
Commercial Income	Every Year @	2.0%	101,355	103,382	105,450	107,559	109,710	111,904	114,142	116,425	118,754	121,129	123,551
Less: Commercial Vacancy - 8.0%			(8,108)	(8,271)	(8,436)	(8,605)	(8,777)	(8,952)	(9,131)	(9,314)	(9,500)	(9,690)	(9,884)
Less: Expense on Commercial Vacancy	Every Year @	0.0%	0	0	0	0	0	0	0	0	0	0	0
Less: Additional Pre-stabilization Loss													
Net Commercial Income			**93,247**	**95,112**	**97,014**	**98,954**	**100,933**	**102,952**	**105,011**	**107,111**	**109,253**	**111,438**	**113,667**
Effective Gross Income (EGI)			**2,358,117**	**2,405,280**	**2,453,385**	**2,502,453**	**2,552,502**	**2,603,552**	**2,655,623**	**2,708,736**	**2,762,910**	**2,818,169**	**2,874,532**
			2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Expenses			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
Rental Unit Expenses		Inflator											
Operating Expenses		2.00%	293,008	298,868	304,846	310,943	317,162	323,505	329,975	336,574	343,306	350,172	357,175
Management Fee: 3.6% of EGI	Insert Inflator	2.00%	84,581	86,273	87,999	89,759	91,554	93,385	95,252	97,158	99,101	101,083	103,104
Property Taxes		1.00%	291,319	294,233	297,175	300,147	303,148	306,180	309,241	312,334	315,457	318,612	321,798
Reserves: $66 PUPY	Every Year @	2.00%	6,500	6,630	6,763	6,898	7,036	7,177	7,320	7,466	7,616	7,768	7,923
Modified Rental Expense During Stabilization													
Total Rental Unit Expenses			**675,409**	**686,004**	**696,782**	**707,746**	**718,899**	**730,246**	**741,789**	**753,532**	**765,479**	**777,634**	**790,001**
Total Expenses			**675,409**	**686,004**	**696,782**	**707,746**	**718,899**	**730,246**	**741,789**	**753,532**	**765,479**	**777,634**	**790,001**
NET OPERATING INCOME			**1,682,708**	**1,719,276**	**1,756,604**	**1,794,707**	**1,833,603**	**1,873,307**	**1,913,834**	**1,955,204**	**1,997,431**	**2,040,534**	**2,084,531**
Tax Increment Financing Revenue	*Inflator:*	1%	**0**	**266,332**	**267,663**	**269,002**	**270,347**	**271,698**	**273,057**	**274,422**	**275,794**	**277,173**	**0**
ADJUSTED NET OPERATING INCOME			**1,682,708**	**1,985,607**	**2,024,267**	**2,063,709**	**2,103,950**	**2,145,005**	**2,186,891**	**2,229,626**	**2,273,225**	**2,317,707**	**2,084,531**
			2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Debt Service	Debt Terms		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
Debt A: First Mortgage	30 yr amortization @ 6.75%		1,384,661	1,384,661	1,384,661	1,384,661	1,384,661	1,384,661	1,384,661	1,384,661	1,384,661	1,384,661	1,384,661
Debt B: TIF Mortgage	14 yr amortization @ 6.75%		163,033	163,033	163,033	163,033	163,033	163,033	163,033	163,033	163,033	163,033	163,033
Debt C: Other Loan			0	0	0	0	0	0	0	0	0	0	0
Total Debt Service			**1,547,695**	**1,547,695**	**1,547,695**	**1,547,695**	**1,547,695**	**1,547,695**	**1,547,695**	**1,547,695**	**1,547,695**	**1,547,695**	**1,547,695**
	Calc Method												
Debt Coverage	Debt A & B		109%	128%	131%	133%	136%	139%	141%	144%	147%	150%	135%
Debt Coverage w/o Tax Increment Financing	Debt A		122%	124%	127%	130%	132%	135%	138%	141%	144%	147%	151%
NET CASH FLOW			**135,014**	**437,913**	**476,572**	**516,014**	**556,255**	**597,310**	**639,197**	**681,931**	**725,530**	**770,013**	**536,836**
Net Cash to Developer			135,014	437,913	476,572	516,014	556,255	597,310	639,197	681,931	725,530	770,013	536,836
Net Cash to Developer (w/o assistance)			135,014	171,581	208,909	247,013	285,908	325,612	366,140	407,509	449,736	492,839	536,836
Yield on Cost Annual Return	*Cumulative*	*Goal 8.00%*	5.8%	6.8%	7.0%	7.1%	7.2%	7.4%	7.5%	7.7%	7.8%	8.0%	7.2%
Yield on Cost Average Annual Return	Start From:	*Year 1*	5.8%	6.3%	6.5%	6.7%	6.8%	6.9%	7.0%	7.1%	7.1%	7.2%	7.2%
Yield on Cost Annual Return (w/o TIF assistance)			5.8%	5.9%	6.0%	6.2%	6.3%	6.4%	6.6%	6.7%	6.9%	7.0%	7.2%
Yield on Cost Average Annual Return (w/o TIF assistance)			5.8%	5.9%	5.9%	6.0%	6.0%	6.1%	6.2%	6.3%	6.3%	6.4%	6.5%

Exhibit I

Sample Lookback Calculation - The Chalmers Phase 2

1. Pro Forma Financial Statement - Return Analysis			2027 Year 1	2028 Year 2	2029 Year 3	2030 Year 4	2031 Year 5	2032 Year 6	2033 Year 7
NET OPERATING INCOME			1,682,708	1,719,276	1,756,604	1,794,707	1,833,603	1,873,307	1,913,834
Tax Increment Financing Revenue	*Inflator:*	0%	0	266,332	267,663	269,002	270,347	271,698	273,057
ADJUSTED NET OPERATING INCOME			1,682,708	1,985,607	2,024,267	2,063,709	2,103,950	2,145,005	2,186,891
Yield on Cost Annual Return	***Average Annual***	***Goal 8.00%***	5.79%	6.83%	6.97%	7.10%	7.24%	7.38%	7.53%
Yield on Cost Average Annual Return	Start From:	*Year 1*	5.79%	6.31%	6.53%	6.67%	6.79%	6.89%	6.98%

Total Estimated Project Cost (Used for Initial Yield on Cost)	**29,058,236**
Actual Total Project Cost (Used for Lookback Yield on Cost)	**28,500,000**

2. Lookback Adjustment Example			2027 Year 1	2028 Year 2	2029 Year 3	2030 Year 4	2031 Year 5	2032 Year 6	2033 Year 7
NET OPERATING INCOME			1,682,708	1,766,844	1,855,186	1,947,945	2,045,343	2,147,610	2,254,990
Tax Increment Financing Revenue	*Inflator:*	0%	0	266,332	267,663	269,002	270,347	271,698	273,057
ADJUSTED NET OPERATING INCOME			1,682,708	2,033,175	2,122,849	2,216,947	2,315,689	2,419,308	2,528,047
Yield on Cost Annual Return			5.90%	7.13%	7.45%	7.78%	8.13%	8.49%	8.87%
Yield on Cost Average Annual Return	Start From:	*Year 1*	5.90%	6.52%	6.83%	7.07%	7.28%	7.48%	7.68%

3. TIF Note (Present Value) Calculation	Payment Date	2027 Year 1	2028 Year 2	2029 Year 3	2030 Year 4	2031 Year 5	2032 Year 6	2033 Year 7
First Half Payment	08/01	0	133,166	133,832	134,501	135,173	135,849	136,528
Second Half Payment	02/01	0	133,166	133,832	134,501	135,173	135,849	136,528
Tax Increment Financing Revenue		0	266,332	267,663	269,002	270,347	271,698	273,057
Annual Present Value (Semi-Annual)	0.00% Interest Rate	0	266,332	533,995	802,997	1,073,343	1,345,042	1,618,099

TIF Note (Present Value) Difference		
Original TIF Term		9
Current TIF Term to reach average 8.00% YoC		8
Principal Amt. of Original TIF Note	$	2,445,488
Principal Amt. (Present Value) of TIF in Year 8	$	1,957,521
Difference	**$**	**487,968**
50% Difference	**$**	**243,984**
PV of TIF in Year 8	$	1,957,521
Plus 50% Difference	$	243,984
New Principal Amount of TIF Note (PV)	**$**	**2,201,505**
Estimated Revised TIF Note Term by Year		**8**

Original PAYGO	
Total PAYGO Collections	2,445,488
NPV	2,445,488
Rate for NPV	0.00%

Exhibit I

Sample Lookback Calculation - The Chalmers Phase 2

1. Pro Forma Financial Statement - Return Analysis			2034 Year 8	2035 Year 9	2036 Year 10	2037 Year 11	2038 Year 12	2039 Year 13	2040 Year 14
NET OPERATING INCOME			1,955,204	1,997,431	2,040,534	2,084,531			
Tax Increment Financing Revenue	*Inflator:*	0%	274,422	275,794	277,173	0			
ADJUSTED NET OPERATING INCOME			2,229,626	2,273,225	2,317,707	2,084,531	0	0	0
Yield on Cost Annual Return	***Average Annual***	***Goal 8.00%***	7.67%	7.82%	7.98%	7.17%	0.00%	0.00%	0.00%
Yield on Cost Average Annual Return	Start From:	*Year 1*	7.06%	7.15%	7.23%	7.23%	6.62%	6.11%	5.68%

Total Estimated Project Cost (Used for Initial Yield on Cost)	**29,058,236**
Actual Total Project Cost (Used for Lookback Yield on Cost)	**28,500,000**

2. Lookback Adjustment Example			2034 Year 8	2035 Year 9	2036 Year 10	2037 Year 11	2038 Year 12	2039 Year 13	2040 Year 14
NET OPERATING INCOME			2,367,740	2,486,127	2,610,433	2,740,955			
Tax Increment Financing Revenue	*Inflator:*	0%	274,422	65,000	0	0	0	0	0
ADJUSTED NET OPERATING INCOME			2,642,162	2,551,127	2,610,433	2,740,955	0	0	0
Yield on Cost Annual Return			9.27%	8.95%	9.16%	9.62%	0.00%	0.00%	0.00%
Yield on Cost Average Annual Return	Start From:	*Year 1*	7.88%	8.00%	8.11%	8.25%	7.56%	6.98%	6.48%

3. TIF Note (Present Value) Calculation	Payment Date	2034 Year 8	2035 Year 9	2036 Year 10	2037 Year 11	2038 Year 12	2039 Year 13	2040 Year 14
First Half Payment	08/01	137,211	32,500	0	0	0	0	0
Second Half Payment	02/01	137,211	32,500	0	0	0	0	0
Tax Increment Financing Revenue		274,422	65,000	0	0	0	0	0
Annual Present Value (Semi-Annual)	0.00% Interest Rate	1,892,521	1,957,521	1,957,521	1,957,521	1,957,521	1,957,521	1,957,521

TIF Note (Present Value) Difference		
Original TIF Term		9
Current TIF Term to reach average 8.00% YoC		8
Principal Amt. of Original TIF Note	$	2,445,488
Principal Amt. (Present Value) of TIF in Year 8	$	1,957,521
Difference	**$**	**487,968**
50% Difference	**$**	**243,984**
PV of TIF in Year 8	$	1,957,521
Plus 50% Difference	$	243,984
New Principal Amount of TIF Note (PV)	**$**	**2,201,505**
Estimated Revised TIF Note Term by Year		**8**

CHALMERS PHASE 3
DEVELOPMENT AGREEMENT

This Chalmers Phase 3 Development Agreement (hereafter "Agreement") is made by and among the **City of La Crosse**, Wisconsin, a Wisconsin municipal corporation with offices located at 400 La Crosse Street, La Crosse, Wisconsin, 54601 ("**City**"), the and **The Chalmers Residences, LLC**, a Wisconsin limited liability company with principal offices located at 1818 Parmenter Street, Suite 400, Middleton, Wisconsin 53562 ("**Developer**").

This space is reserved for recording data

Return to

City Attorney
400 La Crosse Street
La Crosse WI 54601

Parcel Identification Number/Tax Key Number

WITNESSETH:

Whereas, Developer proposes to purchase, own, develop construct, improve and equip a multi-story building with approximately 80 general occupancy rental units, including structured parking stalls, defined below as the "Project," within the City of La Crosse on property it will purchase and own, all of which property is more particularly described in **Exhibit A** ("Real Estate");

Whereas, the goals for the Real Estate include encouraging private residential development and improvements and undertaking public improvements that promote desirable and sustainable uses, which further serve the needs of the community and visitors as well as fulfilling the aesthetic character standards of the City;

Whereas, the City finds it necessary to further redevelop an area of the City within Tax Incremental District No. 17, ("TID #17"), in order to further redevelop an area of the City, reduce underutilized property, grow the tax base and stimulate commercial and residential activity as well as provide for a place of employment and residence for citizens of the State and the City;

Whereas, Section 66.1105, Wis. Stat., empowers cities to assist redevelopment projects by lending or contributing funds as well as performing other actions of a character which the City is authorized to perform for other general purposes;

Whereas, the City has found and determined that: (1) the economic vitality of the Real Estate is essential to the economic health of the City and other taxing jurisdictions within the City; (2) the proposed development of the Real Estate through the construction of the Project is an integral part of the residential and commercial needs of City residents, local businesses and the surrounding area; and (3) the benefits to be gained by the City as a result of the Project are greater than the costs to the City under this Agreement;

Whereas, the Developer and the City agree that the Real Estate's development and improvement shall (1) result in an economic and aesthetic benefit to the City and the surrounding area, including, without limitation, growth in the tax base and job creation; and (2) be secured for the future benefit of the citizens and the community through the construction and development of the Project all in accordance with the Master Plan to be prepared by the Developer and approved by the City Design Review Committee;

Whereas, the City desires the Project to proceed for the reasons set forth above and ultimately to provide increased tax revenues for the City and various taxing jurisdictions authorized to levy taxes within TID #17;

Whereas, in order to induce Developer to undertake the Project, the City has agreed to pay for certain costs included in the project plan of TID #17 ("TID Project Plan") through the use of existing municipal funds and/or the use of borrowed funds and to provide other assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement;

Whereas, the City finds and determines that certain cash grant payments as detailed in this Agreement are necessary and convenient to the implementation of the TID Project Plan;

Whereas, Developer declares that "but for" this Agreement, it would not undertake the Project to the extent of the investment proposed;

Whereas, the City and Developer wish to set forth in this Agreement their respective commitments, understandings, rights and obligations in connection with the Project as more fully described herein and to further provide for the implementation of the Project; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

ARTICLE I

PURPOSE; LAND; DEFINITIONS; EXHIBITS

1.1. Land Affected. The parties acknowledge that the Project will encompass and/or affect the following real property, all of which shall be within the boundaries of TID #17:

> The Real Estate, described on **Exhibit A**, and certain public streets and rights-of-way serving the same.

1.2. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base and stimulate commercial and residential activity within the City, the City intends to undertake certain project costs and public improvements, if any, necessary for the Project, all as set forth in this Agreement. The City intends to recover its costs through payments received under this Agreement including increased tax revenues generated by the Real Estate. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed. Developer and the City plan to work together to undertake the Project on the Real Estate all as more fully described herein and in the Master Plan and as approved by the City Design Review Committee.

1.3. Certain Definitions. In addition to the words and phrases elsewhere defined in this Agreement, the following words and phrases, when having an initial capital letter, shall have the following meanings:

a. "Agreement" means this Chalmers Phase 3 Development Agreement by and between the City and the Developer, as amended and supplemented from time to time.

b. "City" means the City of La Crosse, Wisconsin, a Wisconsin municipal corporation.

c. "Construction Schedule" means the construction timetable set forth on **Exhibit F**.

d. "Contribution" means the contribution or cash grant that is made through this Agreement to incent Developer to undertake the development and assist the Project and for which the Monetary Obligation is incurred.

e. "Developer" means The Chalmers 1 Residences, LLC, a Wisconsin limited liability company.

f. "Master Plan" means the Master Plan for the Real Estate prepared by the Developer and approved by the City Design Review Committee as well as all subsequent revisions thereto that are prepared by Developer and approved by the City Design Review Committee.

g. "Monetary Obligation" means a limited and conditional monetary obligation of the Tax Increment generated from the Project in a maximum aggregate amount of one million eight hundred fourteen thousand seven hundred forty-eight dollars ($1,814,748.00), that is incurred, in one or more installments, and that is payable over the time not to exceed the duration of the TID #17; more specifically:

(1) Calculation. Effective September 1, 2029, the City shall be obligated to pay a Contribution calculated as the Tax Increment resulting from an increase in real property tax base from the Project not to exceed the lesser of: (a) an aggregate one million eight hundred fourteen thousand seven hundred forty-eight dollars ($1,814,748.00), or (b) eighty-five percent (85%) of the actual Tax Increment resulting from an increase in the real property tax base from the Project for tax years 2028-2035 as further defined in Section 3.1 of this Agreement. The difference, if any, between the actual Tax Increment resulting from an increase in the real property tax base from the Project for any tax year for which a Contribution would be paid and the aggregate maximum one million eight hundred fourteen thousand seven hundred forty-eight dollars ($1,814,748.00), shall be retained by the City.

(2) Disbursement Date. After determining compliance with this Agreement and the actual applicable Tax Increment, the City shall make its Contribution of the Monetary Obligation annually on or before September 1 until payment of the maximum amounts defined herein or until closure of TID #17 by law, whichever occurs first.

(3) Conditions. The City's obligation to make Contributions on the Monetary Obligations is conditioned on:

(a) The determination by the City Assessor of compliance with the tax minimum described in Section 2.6(b) of this Agreement;

(b) The timely payment of taxes when due by Developer;

(c) Substantial Completion of the Project in general accordance with the Master Plan, Project Cost Breakdown and Construction Schedule;

(d) Submission by Developer of verifiable costs, invoices, lien waivers, proof of financing costs and any supporting documentation as reasonably requested by the Finance Director and Economic and Community Development Commission. Said documents shall be

in form and content reasonably acceptable to the Finance Director and Economic and Community Development Commission and demonstrate Substantial Completion and payments for costs for which reimbursement is being requested in accordance with Section 3.1 and the other provisions of this Agreement;

(e) Continued compliance with the provisions of this Agreement by Developer and any other agreement between the Developer and City; and

(f) The use of the Contribution for eligible project costs under the Tax Incremental Law; and

(g) Continued compliance with any and all applicable federal, state and local laws, regulations and ordinances by Developer.

(4) Example Exhibit. An example of the Monetary Obligation is attached as **Exhibit G**.

(5) Not General Obligation. For purposes of the Tax Increment Law, this Agreement is an evidence of indebtedness; that is, it fully evidences the City's obligation to pay the Monetary Obligation. No negotiable instrument is being prepared to separately evidence the Monetary Obligation. The Monetary Obligation shall not, however, be included in the computation of the City's constitutional debt limitation, because the Monetary Obligation is limited and conditional, and no taxes have been or will be levied for its payment or pledged to its payment. Nothing in this Agreement shall be deemed to change the nature of the City's obligation from a limited and conditional obligation to a general obligation. No Tax Increments are pledged to the payment of the Monetary Obligation. In the event of an interpretation of this Agreement that would require the City's obligation to change from a limited and conditional obligation to that of a general obligation, then the City's Contribution and/or Monetary Obligation shall be subject to annual appropriation by the City Council.

(6) No Acceleration. Notwithstanding any other provision of this Agreement, Developer has no right to accelerate the payment of the Monetary Obligation. The only remedy of Developer in the event of nonpayment shall be legal proceedings to collect the amount of the Monetary Obligation that is due and payable. Developer may only institute legal proceedings after filing a claim with the City and complying with any other applicable provisions of this Agreement.

(7) Limitations. The City has no obligation to make payments of the Monetary Obligation in excess of the amount of the Tax Increments that have been collected, and allocated from the Project in TID #17 under the Tax Increment Law and the provisions of this Agreement. The City has no obligation to make payments of the Monetary Obligation if this Agreement terminates. In the event of a Developer default and any applicable cure period, described in Section 7.1 of this Agreement, the City may withhold any Contribution that is due and payable and may further seek the recovery

of any Contribution that has already been paid or disbursed, which shall become immediately due and payable.

h. "Plans and Specifications" means the plans and specifications developed for the Project.

i. "Project" means the development and improvement of the Real Estate by constructing and equipping a multi-story building with approximately **80** general occupancy rental units including structured parking stalls on the Real Estate all as described in more detail on **Exhibit B** and in accordance with the Master Plan. Subject to the terms and conditions of this Agreement, uses for the Project shall be determined by zoning. The term, "Project" excludes personal property and land.

j. "Project Cost Breakdown" means the minimum construction costs of the Project and consists of the cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying development, construction, financing, contingency and all other direct and indirect costs of construction of the Project, all as described in more detail on **Exhibit E** and in accordance with the Master Plan.

k. "Public Improvements" means the public infrastructure improvements, if any, to be constructed by the City in connection with the Project, which are set forth on **Exhibit D**.

l. "Real Estate" means the real property described in **Exhibit A**.

m. "Signature Date" has the same meaning as provided in Section 8.22 of this Agreement.

n. "Substantial Completion" means the completion of the improvements to the Real Estate pursuant to the Plans and Specifications, (except for punch list items, exterior painting, and landscaping) and the issuance by the Project architect of a certificate of substantial completion or the issuance of a certificate of occupancy from the City. Subject to unavoidable delays beyond the control of the Developer, any such incomplete items shall be fully completed within a reasonable time after the date of Substantial Completion, but not to exceed ninety (90) days thereafter except site improvements such as landscaping shall be completed no later than two hundred forty (240) days after the date of Substantial Completion if weather or other conditions beyond the control of Developer prevent completion of the same.

o. "Tax Increment" means the tax increment or increase in real property taxes received by the City with respect to the Real Estate which is generated by TID #17.

p. "Tax Incremental Law" means Section 66.1105, Wis. Stats., as amended and superseded.

q. "TID #17" means the Tax Incremental Financing District Number 17 of the City of La Crosse.

r. "TID Project Plan" means the plan, created in accordance with the Tax Incremental Law, for the financial development or redevelopment of TID #17, including all approved amendments thereto.

1.4. Exhibits. The following exhibits are hereby attached to and incorporated into this Agreement:

a. Exhibit A. Real Estate

b. **Exhibit B**. Description of Project

c. **Exhibit C**. Restrictive Covenant

d. **Exhibit D**. Description of Public Improvements

e. **Exhibit E**. Project Cost Breakdown

f. **Exhibit F**. Construction Schedule

g. **Exhibit G**. Monetary Obligation Example

h. **Exhibit H**. Pro Forma Financial Statement

i. **Exhibit I**. Sample Look Back Calculation

ARTICLE II

DEVELOPER OBLIGATIONS

2.1. **Acquire the Real Estate**. By July 1, 2025, Developer shall acquire fee simple title to the Real Estate.

2.2. **Develop the Real Estate**. Developer agrees to develop and improve the Real Estate by undertaking the Project, all in accordance with the Master Plan, the Project Cost Breakdown and the Construction Schedule.

a. **Site Preparation**. Developer shall prepare the Real Estate for construction of the Project, including, without limitation, any necessary demolition or other removal of improvements or preparation currently located on the Real Estate.

b. **Construction Schedule**. Developer shall attempt to commence or cause other entities to commence construction on the Project, as described in **Exhibit B**, on or before November 30, 2028. Substantial Completion shall occur on or before March 31, 2031, all in accordance with the Construction Schedule set forth on **Exhibit F**.

c. **Guaranty of Minimum Construction Costs**. Developer agrees that the buildings and improvements associated with the Project shall have an aggregate minimum construction cost of not less than eighteen million four hundred eighty thousand dollars ($18,480,000.00). The Project Cost Breakdown is provided on **Exhibit E**.

d. **Rights of Access**. Developer shall permit the representatives of the City to have access to the Project at all reasonable times and with reasonable notice during construction when the City deems access necessary to ensure compliance with the terms and conditions of this Agreement including, but not limited to, access for inspection of all work being performed in connection with the Project as set forth in the Master Plan. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Agreement.

e. **Property for Public Streets and Public Improvements**. Not applicable.

f. **Master Plan**. Prior to obtaining any building or other permits and/or commencing any construction or development on the Real Estate, Developer shall submit a Master Plan

setting forth all the details of construction and development to the City Design Review Committee for review and approval. Said Master Plan shall conform in all material respects to the provisions of this Agreement, all applicable federal, state and local laws, ordinances, rules and regulations and shall include preliminary and final building, site and operational Plans and Specifications, including, without limitation: (1) building plans and specifications; (2) architectural plans, renderings and specifications; (3) building material plans and specifications; (4) preliminary and final site plans; (5) landscaping plans; (6) stormwater and erosion control plans; (7) lighting plans; (8) traffic and circulation plans for pedestrians, bicyclists, transit riders, truck and delivery vehicles, and automobiles; (9) signage plans and specifications; (10) water and sewer plans; and (11) any other preliminary or final plans, specifications or other requirements as determined by the City Planner. The City Planner may determine, in the City Planner's sole and absolute discretion, whether one or more of the above requirements is applicable to the Project's Master Plan.

2.3. Local Subcontractors. It is agreed by Developer that Developer shall attempt to engage local subcontractors, workers as well as local suppliers for material. The term subcontractor is as defined in Section 66.0901(1)(d), Wis. Stat. The word, "local," shall mean that the subcontractors and suppliers of material have an office or conduct their business within the City of La Crosse or within a seventy-five (75) mile radius of the City of La Crosse, Wisconsin. This section does not apply to fixtures, furnishings, and equipment.

2.4. Compliance with Planning and Zoning; Use. Developer, at its own expense, shall obtain all approvals, permits and licenses as may be required by any governmental or non-governmental entity in connection with the Project. Any conditions imposed on Developer to obtain any approval, permit or license must be acceptable to the City. Developer will not initiate, approve, consent to or participate in any change or modification of the zoning in effect for the Real Estate or any portion thereof, without the City's prior written consent. No property within the Real Estate shall be used for any use other than as set forth in the Master Plan and this Agreement and as approved by the City, including any conditions attendant with such approval, unless such use is further approved by the City under its normal zoning, review and approval procedures.

2.5. Maintenance and Repair. Developer agrees that at all times after construction of the Project, it will keep and maintain the Real Estate and the Project in good condition and repair.

2.6. Taxes. It is understood that the land, improvements and personal property resulting from the Project shall be subject to property taxes. Developer shall pay when due all federal, state and local taxes in connection with the Real Estate and all operating expenses in connection with the Real Estate and Project.

a. Annual PILOT. In the event that some or all of the Real Estate or personal property is or becomes exempt from general property taxes under Chapter 70, Wis. Stat., as amended or superseded, or by any other statute, provision or reason, then Developer shall make an annual payment to the City in lieu of taxes ("Annual PILOT") for the services, improvements or facilities furnished to the Real Estate by the City and other taxing jurisdictions. The amount of the Annual PILOT shall be computed and determined by the City Assessor by multiplying the fair market value (using tax assessment definitions, rules and procedures) of the tax-exempt portion of such property by the total tax rate of all taxing jurisdictions as shown on tax bills issued to taxpayers in the City. Developer or the then current owner of the tax-exempt property, its successors or assigns shall pay the Annual PILOT within sixty (60) days of receipt. Developer shall have the right to appeal the determination of the City Assessor to the City Council. Any appeal shall specifically state the reasons, in writing, why the amount due as provided by the City Assessor is in error. The parties agree that the Annual PILOT shall survive for a period of twenty (20) years or the life of the TID #17, whichever is longer. Notwithstanding, the Developer or its successors shall not be responsible for any Annual PILOT resulting from the Real Estate or a portion thereof

becoming tax exempt due to the use of eminent domain by the United States or some other governmental entity.

b. **Minimum**. As an additional inducement and in consideration for the City entering into this Agreement, Developer agrees to faithful performance and compliance with all the terms, covenants, conditions and obligations to be kept and performed by Developer contained in this Agreement, including, without limitation, the obligation that the Project shall have an assessed value of not less than thirteen million two hundred thirty thousand dollars ($13,230,000.00) (the "Minimum Assessment") beginning in tax year 2032 and for a period of twenty (20) years or the life of TID #17, whichever is longer. Developer agrees that this minimum assessed value on the Project shall remain a tax lien on the Real Estate and shall run with the land for a period of twenty (20) years or the life of TID #17, whichever is longer.

c. **Deficiency PILOT.** In the event the assessed value of the Project is less than the Minimum Assessment as of January 1, 2032, or for any tax year thereafter for a period of twenty (20) years or the life of TID #17, whichever is longer, then the Developer or the then current owner, or its successors or assigns agrees to pay a Deficiency PILOT to the City within 180 days of receipt. Said Deficiency PILOT shall be calculated by first determining the difference between the Minimum Assessment less the actual assessed value of the Project for the tax year at issue, and multiplying said difference by the total tax rate of all taxing jurisdictions as shown on tax bills issued to taxpayers in the City. This requirement shall be a lien running with the land for a period of twenty (20) years or the life of TID #17, whichever is longer.

d. **Special Charge**. In the event there is a lack of compliance for payment of the Annual PILOT or Deficiency PILOT, then the City, in addition to any other remedy available at law or in equity, may levy a special charge or assessment under Section 66.0627, Wis. Stat., prior to any first mortgage lien on the property for the delinquent amount as calculated herein to enable the City to enforce performance of the Developer's obligations. The owners of the Real Estate and their successors and assigns further agree that they waive any objection to the City making said special charge or assessment; however, they still retain their right to object to the accuracy and amount of the special charge or assessment.

2.7. **Transfer or Sale of Real Estate**.

a. **Notice of Intent to Transfer**. No property within the Real Estate may be sold, transferred, or otherwise conveyed unless the Developer first provides to the City written notice of intent to transfer the property at least forty-five (45) days before the sale, transfer or conveyance is to occur. This Section shall not apply to nor restrict a transfer to Developer's financing entity, e.g. placing a mortgage on the Real Estate nor a residential or commercial lease agreement for individual residential living units, individual commercial lease spaces, or parking spaces.

b. **No Transfer to Exempt Entities**. No property within the Real Estate may be sold, transferred or conveyed to, or leased or owned by any entity or used in any manner which would render any part of the Real Estate exempt from property taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement reasonably satisfactory to the Economic and Community Development Commission providing for payments in lieu of taxes to the City.

c. **Assignees and Transferees Bound by Agreement**. Any assignee or purchaser or transferee of any portion of the Real Estate shall be bound by the terms and conditions of this Agreement, which shall run with the land and be binding upon all such assignees,

purchasers and transferees. The Developer shall not sell or transfer any portion of the Real Estate to any entity unless and until the Developer has provided the City with written evidence satisfactory to the Economic and Community Development Commission that such assignee or entity has agreed in writing to be bound by the terms of this Agreement. Any such sale, transfer or conveyance of any portions of the Real Estate shall not relieve the Developer of its obligations hereunder.

d. **Subdivision**. Property within the Real Estate shall not be further subdivided without approval of the City.

e. **Restrictive Covenant.** Developer shall place a restrictive covenant on the Real Estate prohibiting the Real Estate from being exempt from property taxes in substantially the same form as **Exhibit C**. Likewise, Developer shall place a restrictive covenant on any condominium unit or townhome prohibiting it from being exempt from property taxes in substantially the same form as **Exhibit C**.

2.8. **Easements**. Not applicable.

2.9. **Insurance**. The Developer will obtain appropriate insurance covering the future development as determined by Developer and its lender.

2.10. **Indemnity**. Developer shall indemnify and hold harmless the City, its officers, employees and authorized representatives, ("Indemnified Party"), from and against any and all liabilities, including, without limitation, remediation required by any federal or state agency having jurisdiction, losses, damages, costs, and expenses, including reasonable attorney fees and costs, arising out of any third-party claims, causes of action, or demands made against or suffered by the Indemnified Party on account of this Agreement, unless such claims, causes of action, or demands: (a) relate to the Indemnified Party failing to perform its obligations to Developer; or (b) arise out of any willful misconduct of the Indemnified Party. At the Indemnified Party's request, Developer shall appear for and defend the Indemnified Party, at Developer's expense, in any action or proceeding to which the Indemnified Party may be made a party by reason of any of the foregoing.

2.11. **Utilities**.

a. **Other Utilities**. Developer shall be responsible for, pay for and cause electrical power, telephone facilities, cable TV lines, and natural gas facilities to be installed in such a manner as to make proper and adequate service available to each building in the Project, as described in the Master Plan. Plans indicating the proposed location of each such utility to service the Project shall be shown on the Master Plan and construction plans to be provided to the City Plan Commission for approval prior to the installation of the utility.

b. **Water and Sewer.** Developer shall be solely responsible for and shall pay all costs of connecting water and sewer service from the public streets, alley, right of way, or other approved infrastructure to the buildings within the Real Estate.

2.12. **Restrictions.** Developer agrees to neither use nor allow a third-party to use the Real Estate for adult entertainment, pawnshops, mini-warehouses, car title loan business, payday lenders, tattoo parlors, and/or off-premise signs for a period of twenty (20) years or the life of TID #17, whichever is longer. "Payday lenders" and "car title loan business" shall exclude banks and credit unions. This shall be a deed restriction against the Real Estate and shall run with the land.

2.13. Record Retention. Developer understands and acknowledges that the City is subject to the Public Records Law of the State of Wisconsin. As such, Developer 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. Likewise, Developer agrees to assist the City in complying with any public records request that it receives pertaining to this Agreement. Additionally, Developer agrees to indemnify and hold the City, its officers, employees and authorized representatives harmless for any liability, including without limitation, reasonable attorney fees relating to or in any way arising from Developer's actions or omissions which contribute to the Indemnified Party's inability to comply with the Public Records Law. In the event Developer decides not to retain its records for a period of seven (7) years, then it shall provide written notice to the City whereupon the City shall take custody of said records assuming such records are not already maintained by the City. This provision shall survive termination of this Agreement.

2.14. Repair and/or Replacement of Infrastructure. Developer shall repair and/or replace any damaged City infrastructure or other City property that may occur as a result of the Project, including, without limitation, sidewalks, landscaping, asphalt and light poles. Said repair and/or replacement shall be to the satisfaction of the Board of Public Works.

2.15. Look Back. Developer shall provide documentation, as requested by the City at no cost, in order to allow the City, or its consultant, to review, analyze and make adjustments to the cash grant described in accordance with Section 3.1.

ARTICLE III

CITY OBLIGATIONS

3.1. Project Assistance. Developer agrees to advance funds on behalf of the City for project costs, which the City shall reimburse through Contributions under the terms of this Agreement. Developer has requested a cash grant from TID #17, and the City may be required to make Contributions to Developer, up to an aggregate maximum one million eight hundred fourteen thousand seven hundred forty-eight dollars ($1,814,748.00) , subject to change based on the provision of this Agreement, with funds to be made available upon verification of the Tax Increment increase as defined herein. The City shall disburse its Contribution as required by its Monetary Obligation to Developer in accordance with this Agreement. More specifically,

a. **Pay-As-You-Go Payment Schedule.** Effective September 1, 2029, the City shall be obligated to pay a Contribution calculated as the Tax Increment resulting from an increase in real property tax base from the Project not to exceed the lesser of: (a) an aggregate one million eight hundred fourteen thousand seven hundred forty-eight dollars ($1,814,748.00), or (b) the sum of eighty-five percent (85%) of the actual Tax Increment resulting from an increase in real property tax base from the Project for tax years 2028-2035. An Illustrative example of the payment of cash grants is attached as **Exhibit G**.

b. Intentionally omitted.

c. **Review of Project Assistance.** The financial assistance to the Developer under this Agreement is based on certain assumptions regarding likely operating revenues, expenses and development costs of constructing the Project. The City and Developer agree that that actual financial performance of the Project will be reviewed at the times described in this Section, and that the amount of the Contribution provided under this Agreement will be adjusted accordingly.

d. **Definitions.** For the purposes of this Section, the following terms have the following meanings:

"Calculation Date" means sixty (60) days after the earlier of: (i) the date of Stabilization of the Project; or (ii) three (3) years after the certificate of occupancy has been issued.

"Net Operating Income" or "NOI" means total annual income and other project-derived annual revenue, including payments outlined in the Agreement, less Operating Expenses, which exclude debt service payments. For purposes of the Yield on Cost Return calculation on the Calculation Date, (i) revenue shall be based upon 95% occupancy for the rental housing portion regardless of whether the average occupancy for the measured period is higher or lower than 95%, and revenue for the commercial portion shall be based on actual occupancy (ii) revenue for periods after the Calculation Date shall be inflated by 2% annually, and (iii) Operating Expenses for periods after the Calculation Date, shall be inflated by 2% annually.

"Operating Expenses" means reasonable and customary expenses actually incurred in operating the Project and any other expenses actually incurred by the Developer pursuant to its obligations under this Agreement, determined in the same manner as shown in the Pro Forma Financial Statement, which excludes expenses after debt service, and includes administrative, payroll, marketing, insurance, property management fees, utilities, maintenance, deposits to commercially reasonable capital replacement reserves and payment of real estate taxes, but subject to final review and acceptance by the City or its consultant.

"Pro Forma Financial Statement" means Project cash flow pro forma model financial statement projecting future returns, a summary of which is attached to this Agreement as **Exhibit H**.

"Stabilization" means the calendar month-end date on which the housing portion of the Project has first achieved an average occupancy of 90% during the preceding 12 calendar months, but, for purposes of the Yield on Cost Return calculation, assuming 95% occupancy notwithstanding actual occupancy rate as of such date.

"Total Project Cost" means the total expenditures incurred to complete development of the Project inclusive of land acquisition, hard construction costs, soft costs and financing costs as approved by Developer's senior construction debt lender. For purposes of calculating the look back, a developer fee of no more than 4% of Total Project Costs will be used.

"Yield on Cost Return" means NOI divided by actual total development costs, calculated as set forth in the sample look back calculation attached as **Exhibit I**.

e. On the Calculation Date, the Developer of the Project shall deliver to the City and its consultant, at a minimum, (i) the Developer's actual financial statement, in the same form as the Pro Forma Financial Statement submitted to the City pursuant to this Section 3.1(c) and showing NOI, and such other financial information as the City, or its consultant, shall reasonably require, for trailing 12-month period preceding the Calculation Date calculated as the Calculation Date as provided herein and as set

forth in the Pro Forma Financial Statement and (ii) evidence, satisfactory to the City, of its Total Project Cost.

f. The average annual Yield on Cost Return shall be calculated by the City, or its consultant, based on the Project's financial statement submitted to the City pursuant to Section 3.1(e), (in the manner the City, or its consultant, determines is consistent with the sample look back calculation attached as **Exhibit I**, as approved by the City).

g. If the average annual Yield on Cost Return does not exceed 8% over the term of the Agreement, the Monetary Obligation will remain set at the Contribution amount.

h. If the City, or its consultant, determines, based on such review, that the average annual Yield on Cost Return over the term of the Agreement exceeds 8% (to be calculated in a manner comparable to the sample attached **Exhibit I**), then the Monetary Obligation will be reduced by an amount calculated in the manner the City, or its consultant, determines is consistent with Section 3.1(i).

i. The City, or its consultant, will determine the amount of the reduction of the Monetary Obligation, calculated in the manner the City, or its consultant, determines is consistent with the sample look back calculation attached as **Exhibit I**, by:

(1) First, determining the period over which the Agreement needs to be outstanding to achieve a 8% average annual Yield on Cost Return over the term of the Agreement based on the City's, or its consultant's, calculation of the average annual Yield on Cost Return.

(2) Second, by determining the present value of actual or projected (with respect to future payments) annual Agreement payments over the life of the Agreement through the year determined in Section 3.1(i)(1) using zero percent interest as the present value discount rate.

(3) Third, by determining the amount equal to 50% of the difference between the original Monetary Obligation amount of the Agreement and the present value number calculated in Section 3.1(i)(2).

(4) Finally, the new Monetary Obligation amount of the Agreement will then be determined by adding the amounts in Sections 3.1(i)(2) and (3) and rounding to the nearest $1,000 (the "Revised Agreement Principal Amount").

(5) Such Revised Agreement Monetary Obligation Amount will be effective upon delivery to the Developer of a written notice stating the Revised Monetary Obligation Principal Amount as determined by the City, or its consultant, in accordance with this Section, accompanied by the City's, or its consultant's, report. The Developer shall, thereupon, deliver the Agreement in exchange for a new development agreement containing the Revised Monetary Obligation Amount.

3.2. Certificate of Completion. Upon completion of the improvements by the Developer and review of the improvements by the City, the City shall provide the Developer, upon request, with an appropriate recordable instrument certifying that the improvements have been made in accordance with this Agreement and the Master Plan, and any amendment or modifications thereto.

3.3. Assistance with Zoning Changes. If necessary, the City Planning Department shall initiate the process in accordance with the City's zoning code to attempt to provide appropriate zoning for the Real Property being developed by Developer so that the zoning for the Project is in accordance with the City's comprehensive plan for the area.

3.4. Performance Subject to Required Government Approvals. The Developer acknowledges that various of the specific undertakings of the City described in this Article III may require approvals from the City Council (and other City bodies) and other public bodies, some of which approvals may require public hearings and other legal proceedings as conditions precedent thereto. The City's agreements under this Article III are conditioned upon the obtaining of all such approvals in the manner required by law. The City cannot assure that all such approvals will be obtained; however, they agree to use good faith efforts to obtain them on a timely basis.

3.5. Subsequent Phases. Any subsequent development of the Real Estate will be addressed in a separate development agreement.

ARTICLE IV

CONDITIONS PRECEDENT TO CITY OBLIGATIONS

The City's obligations under this Agreement are conditioned upon the provisions contained herein. If all conditions contained in this Article are satisfied, or if the City waives in writing said conditions, on or before December 31, 2026, then the conditions shall be deemed satisfied. Otherwise, the City, at its option, in its absolute and sole discretion, may at any time thereafter terminate this Agreement by giving notice in writing thereof to Developer. In such event, this Agreement shall be terminated and no party shall have any further liability or obligation to the other hereunder. All submissions given by Developer to the City to satisfy the conditions contained in this Article must be satisfactory in form and content to the City.

4.1. Existence. Developer shall have provided a certified copy of Developer's formation documents and a good standing certificate issued by the appropriate governmental authority of the state of Developer's incorporation.

4.2. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions, which resolutions shall provide that Developer has been duly authorized to enter into this Agreement and all other agreements, documents and contracts required to be executed in connection with the transactions which are the subject of this Agreement.

4.3. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts. Developer shall not be in material default under the terms of any other agreement or instrument to which Developer is a party or an obligor. Developer shall be in material compliance with all provisions of this Agreement.

4.4. Financing Commitment. Developer shall obtain and permit the City to review: (1) a written financial commitment from a conventional lender, (2) written construction contract to construct and finance the Project, (3) other written proof of financial resources to construct the Project, or (4) any combination thereof. Said documents shall demonstrate sufficient funds for the construction, furnishing, equipping and installation of the Project in an amount not less than eighteen million four hundred eighty thousand dollars ($18,480,000.00). Said documents shall be acceptable in all respects to City, in the sole and absolute discretion of the Finance Director and Economic and Community Development Commission. Developer shall have closed the loan, or be prepared to close the loan, which is the subject of the financing commitment and in connection therewith, Developer shall allow the City to review copies of the documents to be executed in connection with the construction loan to the City.

4.5. Plans and Specifications. Developer shall have provided the Master Plan, which Master Plan must be acceptable in all respects to the City and shall have been approved by the City Plan Commission with input, if any, from the Board of Public Works.

4.6. Survey. Developer shall provide an ALTA survey of the Real Estate certified to the City by a Wisconsin registered land surveyor, showing the location of all improvements now prior to commencing construction and to be located thereon after said improvements are built pursuant to the Master Plan, all easements, pathways, exterior boundary lines, walkways, private and public streets, adjoining public streets and alleys, utilities, exits and entrances, all curbs, gutters, sidewalks, medians and lighting. The survey must show a state of facts acceptable to the Board of Public Works.

4.7. Insurance. Developer shall have delivered to the City certificates of all insurance required under this Agreement showing the City as an additional insured (or whatever designation the Developer determines is appropriate with Developer's insurer for the Project). Said insurance shall not be cancelled, non-renewed nor have any material changes without providing thirty (30) days advanced written notice to the City.

4.8. Amendment of TID #17 and TID Project Plan. The amendment of TID #17 and TID Project Plan shall be approved by the appropriate governmental entities, if necessary.

4.9. Financial Statements. Developer shall present (but not leave a copy) to the City's Finance Director of the most recent financial statements by a certified public accountant for Developer and any successors or assigns or transferees of Developer. The financial statements must show a financial condition acceptable to the City, in the judgment of the City's Finance Director, to be sufficient to carry out the duties of this Agreement. The financial statements must be in form and content acceptable to the City, in the judgment of the City's Finance Director. In the event the financial statements are in unacceptable form and content, the City's Finance Director may identify alternative financial records for production by Developer.

4.10. Acquisition of Real Estate. The Developer shall have acquired fee simple title to the Real Estate in accordance with Section 2.1 of this Agreement. If this condition is not met, then the Agreement shall terminate without further action of the City or Developer. Upon such termination of this Agreement, the parties shall have no further obligations to each other hereunder.

4.11. Approvals and Permits. The Developer shall at its expense have obtained all approvals and permits necessary to undertake the Project on the Real Estate, including but not limited to, site plan review, zoning approvals, and any other local, state or federal approvals or permits.

4.12. Compliance with Law. Developer shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

4.13. Compliance with Agreements. Developer shall be in compliance with this Agreement and all other agreements it may have with the City.

ARTICLE V

CONDITIONS PRECEDENT TO DEVELOPER'S OBLIGATIONS

Developer's obligations under this Agreement are conditioned upon the following:

5.1. Acquisition of Real Estate. The Developer shall have acquired fee simple title to the Real Estate in accordance with Section 2.1 of this Agreement. If this condition is not met, then the Agreement shall terminate

without further action of the City or Developer. Upon such termination of this Agreement, the parties shall have no further obligations to each other hereunder.

5.2. Amendment of TID #17 and TID Project Plan. The amendment of TID #17 and TID Project Plan shall be approved by the appropriate governmental entities, if necessary.

ARTICLE VI

REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer represents and warrants to and covenants with the City, and the City represents and warrants to and covenant with Developer as respectively follows:

6.1. Financial Statements / No Material Change. All copies of financial statements, documents, contracts and agreements which Developer has furnished to the City, or its agents are true and correct. There has been no material change in the business operations of Developer since the date of the last financial statement furnished to the City, except pursuant to the conduct of its ordinary business.

6.2. Taxes. Developer has paid, and shall pay when due, all federal, state and local taxes, and shall promptly prepare and file returns for accrued taxes. If necessary, Developer shall pay when due all payments in lieu of taxes and special charges required under the terms of this Agreement.

6.3. Compliance with Zoning. Developer covenants that the Real Estate, upon completion of the Project, will conform and comply in all respects with applicable federal, state, local and other laws, rules, regulations and ordinance, including, without limitation, zoning and land division laws, building codes and environmental laws.

6.4. Payment. All work performed and/or materials furnished for the Project, other than the Public Improvements, shall be fully paid for by Developer.

6.5. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

6.6. Good Standing. Developer is a limited liability 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. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

6.7. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary corporate action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally. The City represents and warrants to Developer that they have the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by City under this Agreement.

6.8. No Conflict. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's Articles of Organization or Operating Agreement or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer.

6.9. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Project that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

6.10. Certification of Costs. Developer covenants the Project Cost Breakdown accurately reflects all costs of the Project (other than costs associated with the Public Improvements, if any) that will be incurred by Developer in the completion and construction of the Project, and the City shall be entitled to rely on the Project Cost Breakdown submitted by Developer. Developer knows of no circumstances presently existing or reasonably likely to occur which would or could result in a material adverse variation or deviation from the Project Cost Breakdown.

6.11. No Default. No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

6.12. Fees and Commissions. The City shall not be liable for any broker fees or commissions incurred by the Developer in connection with any transactions contemplated by this Agreement.

6.13. Financing Accommodation.

a. No Assignment. Developer, its successors, assigns and transferees will not transfer, assign, convey or encumber, nor will Developer, its successors, assigns or transferees agree to or permit the transfer, assignment, conveyance or encumbrance of the Project or any of the Real Estate except as provided in Sections 2.7 and 8.1 of this Agreement. The principals, shareholders, members, managers and/or partners of Developer, its successors, assigns and transferees will not transfer, assign, convey or encumber their respective interests in Developer, its successors, assigns or transferees, as the case may be, if such anticipated transfer, assignment, conveyance or encumbrance would result in the original members of the Developer having less than majority voting control of the Developer, without providing written notification of any intention thereof to the City at least forty-five (45) days prior to the date the proposed transfer, assignment, conveyance or encumbrance is to take effect. Any attempt to so act shall be void and have no effect.

b. No Subordination. The City shall not subordinate any interest they have in this Agreement for any reason, unless it is determined to be in the best interests of the City. Any requests for subordination shall be submitted, in writing, explaining why the request is in the best interests of the City. Said request shall be received by the City not less than forty-five (45) days prior to any City Council action on said request. Said subordination may only be approved by the City Council.

c. Developer Financing. Notwithstanding this Section 6.13, Developer may transfer, assign or encumber the Real Estate in order to secure financing for the acquisition of the Real Estate and/or for construction of the Project. Said lender may place a lien and/or mortgage on the Real Estate, including any renewals, extensions, replacements, modifications or refinancing. Lender's mortgage and/or loan may be transferred or assigned by lender in a secondary market without prior City Council approval. In the event of a foreclosure against

Developer by lender or a deed transfer in lieu of foreclosure, lender shall assume the duties, obligations and rights of Developer under this Agreement. In such a circumstance, lender may transfer or assign this Agreement and its accompanying duties, obligations and rights, to another developer without prior City Council approval. In any circumstance, lender shall provide reasonable notice to City of such actions. This Section shall survive any foreclosure proceeding.

6.14. Commencement and Completion. Developer shall commence and complete construction of the Project in accordance with Section 2.2 above.

6.15. Compliance with Plans. Developer will cause the Project to be constructed in accordance with the Master Plan and will promptly correct any defects in construction or deviations from the Master Plan.

6.16. No Changes. Developer shall not, without the City's prior written consent: (i) consent to any amendments to any documents delivered to City pursuant to this Agreement; (ii) approve any material changes in the Project or the Master Plan or permit any work to be done pursuant to any changes; (iii) modify or amend the Project Cost Breakdown.

6.17. Inspection of Project. Developer shall permit City, its inspectors and/or its construction consultant, at all reasonable times and at no cost: (a) to inspect the Project and all matters relating to the development thereof, and (b) on reasonable notice, to inspect all of Developer's books and records pertaining to the Project. City assumes no obligation to Developer for the sufficiency or adequacy of such inspections, it being acknowledged that such inspections are made for the sole and separate benefit of City. The fact that City may make such inspections shall in no way relieve Developer from its duty to independently ascertain that the construction of the Project and Developer's compliance with this Agreement is being completed in accordance with the approved Master Plan and the terms and conditions of this Agreement. Notwithstanding the foregoing in Section 6.17, the rights conferred upon the City under Section 6.17 shall immediately terminate upon the Project's receipt of an occupancy permit from the City.

6.18. Notification. Developer shall:

a. Within 30 business days after the occurrence of any default, notify City in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Developer with respect thereto.

b. Promptly notify City of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Developer contained in this Agreement to be untrue.

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

6.19. Unrelated Activity. It is the intention of Developer and City that the sole business of Developer shall be the construction, ownership and operation of the Project, and Developer shall take no action inconsistent with such intention, including without limitation the acquisition by Developer of real or personal property unrelated to the Project, investment by Developer in the assets or stock of any other person, joining by Developer with any other

person in any partnership or joint venture, or the creation or incurring of indebtedness by Developer unrelated to the Project.

6.20. No Indebtedness. Except in the ordinary course of business and except for funds borrowed to provide the financing for the purchase of the Real Estate or the construction of the Project, Developer shall not incur, create, assume, permit to exist, guarantee, endorse or otherwise become directly or indirectly or contingently responsible or liable for any indebtedness. "Indebtedness" shall mean any liability or obligation of Developer: (a) for borrowed money or for the deferred purchase price of property or services (excluding trade obligations incurred in the ordinary course of business); (b) as lessee under leases that have been or should be capitalized according to generally accepted accounting principles; (c) evidenced by notes, bonds, debentures or similar obligations; (d) under any guaranty or endorsement (other than in connection with the deposit and collection of checks in the ordinary course of business), and other contingent obligations to purchase, provide funds for payment, supply funds to invest in any entity, or otherwise assure a creditor against loss; or (e) secured by any security interest or lien on assets of Developer, whether or not the obligations secured have been assumed by Developer.

6.21. Correction of Defects. Developer shall, upon demand of City (and City may rely on the advice of its inspector and shall not be liable for any errors in such advice), correct any material defect, structural or otherwise, in the Project or any departure from the Master Plan.

6.22. Not for Speculation. Developer represents and warrants that its acquisition of the Real Estate and its undertakings pursuant to this Agreement shall be for the sole and express purpose of the redevelopment of the Real Estate consistent with the Master Plan and the terms and conditions of this Agreement and are not for the speculation in land holdings.

ARTICLE VII

DEFAULT

7.1 Developer's Default.

a. Remedies. In the event (i) any representation or warranty of Developer herein or in any agreement or certificate delivered pursuant hereto shall prove to have been false in any material respect when made or (ii) of Developer's default hereunder which is not cured within 60 days after written notice thereof to Developer, the City shall have all rights and remedies available under law or equity with respect to said default. In addition, and without limitation, the City shall have the following specific rights and remedies:

(1) With respect to matters that are capable of being corrected by the City, the City may at its option enter upon the Real Estate for the purpose of correcting the default and the City's reasonable costs in correcting same, plus interest at one and one-half percent (1.5%) per month, shall be paid by Developer to the City immediately upon demand;

(2) Injunctive relief;

(3) Action for specific performance;

(4) Action for money damages;

(5) Repayment by Developer of any incentives actually received by Developer via special assessment or special charge under Section 66.0627, Wis. Stat.,as a tax

lien. The owners of the Real Estate and their successors and assigns further agree that they waive any objection to the City making said special charge or assessment; however, they still retain their right to object to the accuracy of the amount of the special charge or assessment;

(6) Any other remedy in this Agreement.

b. Reimbursement. Any amounts expended by the City in enforcing this Agreement and the obligations of Developer hereunder, including reasonable attorney's fees, and any amounts expended by the City in curing a default on behalf of Developer, together with interest at one and one-half percent (1.5%) per month, shall be paid by Developer to the City upon demand and shall constitute a lien against the Real Estate until such amounts are reimbursed or paid to the City, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.

c. Remedies are Cumulative. All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

d. Failure to Enforce Not a Waiver. Failure of the City to enforce any provision contained herein shall not be deemed a waiver of the City's rights to enforce such provision or any other provision in the event of a subsequent default.

7.2 City's Default.

a. Remedies. In the event of the City's default hereunder which is not cured within sixty (60) days after written notice thereof to the City, Developer shall have all rights and remedies available under law or equity with respect to said default. In addition, and without limitation, Developer shall have the following specific rights and remedies:

(1) Injunctive relief;

(2) Action for specific performance; and

(3) Action for money damages.

b. Reimbursement. Any amounts expended by the Developer in enforcing this Agreement and the obligations of City hereunder, including reasonable attorney's fees, and any amounts expended by the Developer in curing a default on behalf of City, together with interest at one and one-half percent (1.5%) per month, shall be paid by City to the Developer upon demand**.**

c. Remedies are Cumulative. All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

d. Failure to Enforce Not a Waiver. Failure of Developer to enforce any provision contained herein shall not be deemed a waiver of Developer's rights to enforce such provision or any other provision in the event of a subsequent default.

7.3 Mediation of Disputes Required. Unless the parties agree otherwise, prior to litigation and as a condition precedent to bringing litigation, any party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The parties shall split the costs of mediation equally. In the event of impasse at mediation, the aggrieved party may then commence an action. However, the parties shall be bound to agree to alternative dispute resolution as ordered by the Court.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1. Assignment. Except as provided in Sections 2.7 and 6.13, Developer may not assign its rights or obligations under this Agreement without the prior written consent of the City, which shall not be unreasonably conditioned or delayed by the City. The intent being that the assignment notice is needed by the City to know who to direct any deficiencies to. Developer shall provide not less than forty-five (45) days advance written notice of any intended assignment.

8.2. Nondiscrimination. In the performance of work under this Agreement, Developer agrees not to discriminate against any employee or applicant for employment nor shall the development or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry and that the construction and operation of the Project shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

8.3. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City, have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

8.4. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause; provided however that any such event of Force Majeure shall not be the basis of a delay of more than 9 months.

8.5. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties, and indemnifications contained herein shall survive the termination or expiration of this Agreement.

8.6. Implementation Schedule and Time of the Essence. All phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of the City. 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 120 days. The Economic and Community Development Commission shall otherwise oversee the day-to-day operations of this Agreement.

8.7. Notices. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: (a) when personally delivered; (b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or (c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City: Attn: City Clerk
City of La Crosse
400 La Crosse Street

La Crosse, Wisconsin 54601

with a copy to: Attn: City Planner
City of La Crosse
400 La Crosse Street
La Crosse, Wisconsin 54601

To the Developer: Attn: Legal Department
The Chalmers Residences, LLC
1818 Parmenter Street, Suite 400
Middleton, WI 53562

8.8. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin and shall be deemed to have been drafted through the combined efforts of parties of equal bargaining strength. Any action at law or in equity relating to this Agreement shall be instituted exclusively in the courts of the State of Wisconsin and venued in La Crosse County. Each party waives its right to change venue.

8.9. Conflict of Interest. Developer shall avoid all conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. Developer is familiar with the City's prohibition against the acceptance of any gift by a City officer or designated employee, which prohibition is found in Section 2-133 of the City of La Crosse Municipal Code. Developer agrees not to offer any City officer or designated employee any gift prohibited by said Code. The offer or giving of any prohibited gift shall constitute a material breach of this Agreement by Developer. In addition to any other remedies the City may have in law or equity, the City may immediately terminate this Agreement for such breach. No member, officer or employee of the City shall have any personal financial interest, direct or indirect, in this Agreement, nor shall any such member, officer or employee participate in any decision relating to this Agreement.

8.10. Execution in Counterparts. This Agreement may be executed in several counterparts, each which may be deemed an original, and all of such counterparts together shall constitute one and the same agreement.

8.11. Disclaimer Relationships. Developer acknowledges and agrees that nothing contained in this Agreement or any contract between Developer and the City or any act by the City or any third parties shall be deemed or construed by any of the parties or by third persons to create any relationship or third party beneficiary, principal or agent limited or general partnership or joint venture or of any association or relationship involving the City. It is understood and agreed that Developer, in the performance of the work and services of this Project shall not act as an agent or employee of the City and neither the Developer nor its officers, employees, agents, licensees, sublicensees, subcontractors shall obtain any rights to retirement benefits or the benefits which accrue to the City's employees and Developer hereby expressly waives any claim it may have to any such rights. Each party shall be responsible for its own separate debts, obligations and other liabilities.

8.12. Severability. Should any part, term, portion or provision of this Agreement or the application thereof to any person or circumstance be in conflict with any state or federal law or otherwise be rendered unenforceable, it shall be deemed severable and shall not affect the remaining provisions, provided that such remaining provisions can be construed in substance to continue to constitute the agreement that the parties intended to enter into in the first instance.

8.13. Termination. Except for Sections 2.10 (Indemnity), 2.6(a) (Annual PILOT), 2.7(e) (Restrictive Covenant), 2.13 (Record Retention) and 8.5 (Survival), which shall survive the termination of this Agreement, this Agreement and all obligations hereunder, shall terminate after twenty (20) years or the life of TID #17, whichever is longer. This Agreement may also be terminated as provided in Article IV (Conditions Precedent to City), Article V (Conditions Precedent to Developer Obligations) and Section 8.9 (Conflict of Interest) hereof.

8.14. Memorandum of Agreement. Promptly upon full execution of this Agreement and prior to the recording of any mortgage or other security instrument against any portion of the Real Estate, the Developer agrees that the parties shall record this Agreement, or a memorandum thereof, with the Register of Deeds for La Crosse County, Wisconsin. Any such memorandum shall be in form and substance reasonably acceptable to the City and the Developer.

8.15. Covenants Running with Land. All of the covenants, obligations and promises of Developer set forth herein shall be deemed to encumber the Development and run with the land described in **Exhibit A** and shall bind any successor, assignee or transferee of Developer until such time as this Agreement is terminated.

8.16. Amendments. No agreement or understanding changing, modifying or extending this Agreement shall be binding upon another party unless in writing, approved and executed by the City and Developer.

8.17. 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.

8.18. JURY TRIAL. 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.

8.19. Construction. This Contract shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. The headings, table of contents and captions contained in the Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement. 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 contest may require. In the event that any of the provisions, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected.

8.20. Incorporation of Proceedings and Exhibits. Intentionally deleted. .

8.21. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City, granting approvals or conditions attendant with such approval, the specific action of the City shall be deemed controlling.

8.22. Execution of Agreement. Developer shall sign, execute and deliver this Agreement to the City on or before the close of regular City Hall business hours forty-five (45) days after its final adoption by the City, whichever occurs later. Developer's failure to sign, execute and cause this Agreement to be received by the City within said time period shall render the Agreement null and void, unless otherwise authorized by the City. After Developer has signed, executed and delivered the Agreement, the City shall sign and execute the Agreement. The final signature date of the City shall be the signature date of Agreement ("Signature Date").

***

IN WITNESS HEREOF, the parties have executed and delivered this Agreement effective the date set forth next to the City's signature below.

Dated this ____ day of ____, 2025
The Chalmers Residences, LLC

_____
Terrence R. Wall, President of
T. Wall Enterprises Manager, LLC, its Manager

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

_____
Notary Public, State of Wisconsin
My Commission: _____

Dated this ___ day of ____, 2025
City of La Crosse

_____
Shaundel Washington-Spivey, Mayor

_____
Nikki Elsen, City Clerk

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

_____
Notary Public, State of Wisconsin
My Commission: _____

This Document Was Drafted By:
Stephen F. Matty, City Attorney
City of La Crosse
400 La Crosse Street
La Crosse, Wisconsin 54601
608.789.7511

EXHIBIT A

Real Estate

[Insert legal description]

EXHIBIT B

Description of Project

T. Wall Enterprises is proposing a three phase, 4-story multifamily development that will take advantage of the vacant lot on 215 Pine Street and the former and now blighted La Crosse Tribune building. The proposal includes 1 level of underground parking, approximately 260units, and+/-5,445sq ft of commercial space. T Wall intends to revitalize the site by demolishing the underutilized/blighted Tribune building to make way for The Chalmers redevelopment.

The Chalmers will serve as a hub for the community, providing gathering and retail spaces. In alignment with the City's Comprehensive Plan, the goal is to create a compact and well-designed mixed-use center that encompasses shopping, employment, housing, recreation, and community gathering opportunities.

The intent is for this development to allow residents access to amenities, resources, and community spaces that cater to all different age groups. The project aims to stimulate revitalization, promote efficient land use, support the employment base, upgrade neighborhoods, increase property value and tax base, attract businesses, and create a vibrant mixed-use community.

The Chalmers is planning one story of underground-parking accommodating approximately 170 stalls. Additionally, the developer intends to construct a skywalk over Pine Street that would connect The Chalmers to the Pine Street Parking Ramp, where The Chalmers plans to lease approximately 120-160 stalls from the City.

In addition to the sky walk, The Chalmers will include bike storage lockers and bike parking stalls for residents in addition to a bike work/repair station for pumping tires, fixing/oiling chains, etc. As noted below, the developer also plans to include bike charging stations for residents who own electric bikes.

Green/Sustainable Building Features:

- Electric vehicle charging stations
  - 10% of parking stalls will have electric vehicle charging stations while 100% of covered parking stalls will be wired to accommodate electric vehicle charging stations in the future
- Recycling and Reuse plan for demolition of existing Tribune building
- Regionally sourced materials where possible
- Bike and scooter charging stations
- Energy efficient appliances
- High efficiency glass
- LED lighting

Phase 3 Specifics:

The Chalmers will be constructed in 3 phases. Phase 3 will include the construction and equipping of a multi-story building with approximately 80 general occupancy rental units, including structured parking stalls.

EXHIBIT C

Restrictive Covenant

(Insert Legal Description)

Subject to the following Restrictive Covenant: Regardless of the owner, occupant, tenant or use of the Property, the real property (as defined in § 70.03, Wis. Stat.) shall remain subject to the general property tax pursuant to Chapter 70 of the Wisconsin Statutes for a minimum period commencing at the date of this deed and concluding December 31, 2044. No owner, occupant, or tenant of the Property shall apply for the real property to be exempt from taxation as provided in §70.11, Wis. Stat., for any tax year prior to tax year January 1, 2046.

This covenant shall run with the land and any future conveyance of the Property shall be subject to the covenant. The City of La Crosse may enforce this covenant using any available legal or equitable remedies permitted by the laws of Wisconsin, including injunctive relief, reasonable attorney's fees and the costs of enforcement of this covenant, including liquidated damages equal to the amount of real estate taxes for the duration of the restrictive covenant time period ending December 31, 2044 that the violator would have paid but for the granting of the tax exemption of the Property.

EXHIBIT D

Description of Public Improvements

None

***

Exhibit E

The Chalmers - Phase 3
City of La Crosse
Sources and Uses
80 Market Rate Apartments
3,495 Sq. Ft. Commercial

SOURCES				
Debt		**Amount**	**Percent**	**Per Unit**
Debt A:	First Mortgage	16,892,452	65.0%	211,156
Debt B:	Other Loan	1,538,203	5.9%	19,228
Debt C:	Other Loan		0.0%	-
		18,430,655	**70.9%**	230,383
Other Sources		**Amount**	**Percent**	**Per Unit**
Category	***Sources***			
Equity	Developer Cash	7,557,733	29.1%	94,472
		7,557,733	**29.1%**	94,472
Total Sources		**25,988,388**	**100.0%**	**324,855**

USES		Amount	% of Cost	Per Unit
ACQUISITION COSTS		**858,238**	**3.3%**	**10,728**
Land Cost	n/a	858,238	3.3%	10,728
CONSTRUCTION COSTS		**19,631,500**	**75.5%**	**245,394**
Residential Building		18,480,000	71.1%	231,000
On-site Work		130,000	0.5%	1,625
Contractor Fee		87,500	0.3%	1,094
Construction Contingency		934,000	*5.0%*	11,675
ENVIRONMENTAL ABATEMENT/SOIL CORRECTION		**0**	**0.0%**	**0**
PERMITS/FEES		**348,752**	**1.3%**	**4,359**
Permits/Inspection		348,752	1.3%	4,359
PROFESSIONAL SERVICES		**885,062**	**3.4%**	**11,063**
Architectural & Engineering Fees		234,000	0.9%	2,925
FF&E		70,000	0.3%	875
Marketing/Leasing		95,000	0.4%	1,188
Soft Cost Contingency		275,808	1.1%	3,448
Other		210,254	0.8%	2,628
FINANCING COSTS		**2,270,899**	**8.7%**	**28,386**
Construction Period Interest		1,182,472	4.6%	14,781
Inspections - Lenders		29,750	0.1%	372
Loan Origination Fees		128,153	0.5%	1,602
Real Estate Taxes During Construction		87,666	0.3%	1,096
Equity Raise		680,196	2.6%	8,502
TIF Interest		162,662	0.6%	2,033
DEVELOPER FEE		**1,700,175**	**6.5%**	**21,252**
Developer Fee		1,700,175	6.5%	21,252
CASH ACCOUNTS/ESCROWS/RESERVES		**293,763**	**1.1%**	**3,672**
Operating Reserves		293,763	1.1%	3,672
Total Uses		**25,988,389**	**100%**	**324,855**

EXHIBIT F

Project Timeline

July 1, 2025: Target Date to Acquire Property

Aug 15, 2025: Target Date for Architectural and Design Approvals Completed

November 30, 2028: Target Date to Commence Construction

By March 31, 2031: Substantial Construction Completion

By December 31, 2031: Fully Stabilized

Tax Increment District No. 17 (Downtown North)

Tax Increment Projection Worksheet - The Chalmers Phase 3

Type of District	Mixed Use
Actual Creation Date	9/29/2015
Valuation Date	Jan. 1, 2015
Maximum Life (In Years)	20
Expenditure Period (In Years)	15
Revenue Periods/Final Rev Year	20 | 2036
End of Expenditure Period	9/29/2030
Latest Termination Date	9/29/2035
Eligible for Extension/No. of Years	Yes | 3
Eligible Recipient District	No

Actual Base Value	0
Pre-Amendment Base Value (Actual)	N/A
Property Appreciation Factor	0.50%
Current Tax Rate (Per $1,000 EV)	$19.82
Tax Rate Adjustment Factor (Next 2 Years)	0.00%
Tax Rate Adjustment Factor (Following 2 Years)	0.00%
Tax Rate Adjustment Factor (Thereafter)	0.00%
Discount Rate 1 for NPV Calculation	6.00%
Discount Rate 2 for NPV Calculation	6.00%

☐ *inflation applied to base?*

	Construction Year	Value Added	Valuation Year	Inflation Increment	Valuation Increment	Revenue Year	Tax Rate	Tax Increment	Increment Split & Net Present Value Calculation: 85% 6.00%	15% 6.00%
1	2021	0	2022	0	0	2023	19.82	0	0	0
2	2022	0	2023	0	0	2024	19.82	0	0	0
3	2023	0	2024	0	0	2025	19.82	0	0	0
4	2024	0	2025	0	0	2026	19.82	0	0	0
5	2025	0	2026	0	0	2027	19.82	0	0	0
6	2026	0	2027	0	0	2028	19.82	0	0	0
7	2027	13,230,000	2028	0	13,230,000	2029	19.82	262,239	222,903	39,336
8	2028	0	2029	66,150	13,296,150	2030	19.82	263,551	224,018	39,533
9	2029	0	2030	66,481	13,362,631	2031	19.82	264,868	225,138	39,730
10	2030	0	2031	66,813	13,429,444	2032	19.82	266,193	226,264	39,929
11	2031	0	2032	67,147	13,496,591	2033	19.82	267,524	227,395	40,129
12	2032	0	2033	67,483	13,564,074	2034	19.82	268,861	228,532	40,329
13	2033	0	2034	67,820	13,631,894	2035	19.82	270,205	229,675	40,531
14	2034	0	2035	68,159	13,700,054	2036	19.82	271,557	230,823	40,733
									1,814,748	320,250
		13,230,000		0						
						Future Value of Increment		2,134,997	6,967,791	NPV 1,326,897	234,158

EHLERS
PUBLIC FINANCE ADVISORS

The Chalmers - Phase 3
City of La Crosse
80 Market Rate Apartments; 3,495 (sf) Commercial Space
Multi-Year Operating Proforma

				Stabilized									
			2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Income			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Rental Income		*Inflator*										
Gross Potential Rent		2.0%	2,122,255	2,164,700	2,207,994	2,252,154	2,297,197	2,343,141	2,390,003	2,437,804	2,486,560	2,536,291
Less: 5.0% Stabilized Vacancy			(106,113)	(108,235)	(110,400)	(112,608)	(114,860)	(117,157)	(119,500)	(121,890)	(124,328)	(126,815)
Less: Additional Pre-stabilization Vacancy												
Total Rental Income			**2,016,142**	**2,056,465**	**2,097,594**	**2,139,546**	**2,182,337**	**2,225,984**	**2,270,503**	**2,315,913**	**2,362,232**	**2,409,476**
Other Residential Income	Vacancy Rate	*Inflator*										
Underground Parking	5.0%	2.0%	82,774	84,430	86,118	87,841	89,597	91,389	93,217	95,082	96,983	98,923
Pet Fee	5.0%	2.0%	15,600	15,912	16,230	16,555	16,886	17,223	17,568	17,919	18,278	18,643
Pine St. Garage	5.0%	2.0%	57,305	58,451	59,620	60,813	62,029	63,270	64,535	65,826	67,142	68,485
Storage Units	5.0%	2.0%	7,641	7,794	7,949	8,108	8,271	8,436	8,605	8,777	8,952	9,131
Less: Vacancy			(8,166)	(8,329)	(8,496)	(8,666)	(8,839)	(9,016)	(9,196)	(9,380)	(9,568)	(9,759)
Less: Additional Pre-stabilization Vacancy												
Total Other Residential Income			**155,154**	**158,257**	**161,422**	**164,651**	**167,944**	**171,302**	**174,729**	**178,223**	**181,788**	**185,423**
Effective Gross Income (EGI)			**2,171,296**	**2,214,722**	**2,259,016**	**2,304,197**	**2,350,280**	**2,397,286**	**2,445,232**	**2,494,136**	**2,544,019**	**2,594,900**

			2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Expenses			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Rental Unit Expenses		*Inflator*										
Operating Expenses		2.00%	304,849	310,946	317,165	323,508	329,978	336,578	343,309	350,176	357,179	364,323
Management Fee: 6.0% of EGI	Insert Inflator	2.00%	130,275	132,880	135,538	138,249	141,014	143,834	146,711	149,645	152,638	155,691
Property Taxes		1.00%	266,751	269,419	272,113	274,834	277,582	280,358	283,162	285,993	288,853	291,742
Reserves: $81 PUPY	Every Year @	2.00%	6,500	6,630	6,763	6,898	7,036	7,177	7,320	7,466	7,616	7,768
Modified Rental Expense During Stabilization												
Total Rental Unit Expenses			**708,375**	**719,875**	**731,578**	**743,489**	**755,610**	**767,947**	**780,502**	**793,280**	**806,286**	**819,523**
Total Expenses			**708,375**	**719,875**	**731,578**	**743,489**	**755,610**	**767,947**	**780,502**	**793,280**	**806,286**	**819,523**
NET OPERATING INCOME			**1,462,921**	**1,494,847**	**1,527,438**	**1,560,708**	**1,594,670**	**1,629,339**	**1,664,730**	**1,700,856**	**1,737,733**	**1,775,376**
Tax Increment Financing Revenue	*Inflator:*	1%		**222,903**	**224,018**	**225,138**	**226,264**	**227,395**	**228,532**	**229,675**	**230,823**	**0**
ADJUSTED NET OPERATING INCOME			**1,462,921**	**1,717,750**	**1,751,456**	**1,785,846**	**1,820,934**	**1,856,735**	**1,893,262**	**1,930,531**	**1,968,556**	**1,775,376**

		2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Debt Service	Debt Terms	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Debt A: First Mortgage	30 yr amortization @ 6.00%	1,215,345	1,215,345	1,215,345	1,215,345	1,215,345	1,215,345	1,215,345	1,215,345	1,215,345	1,215,345
Debt B: Other Loan	14 yr amortization @ 6.00%	162,662	162,662	162,662	162,662	162,662	162,662	162,662	162,662	162,662	162,662
Debt C: Other Loan		0	0	0	0	0	0	0	0	0	0
Total Debt Service		**1,378,008**	**1,378,008**	**1,378,008**	**1,378,008**	**1,378,008**	**1,378,008**	**1,378,008**	**1,378,008**	**1,378,008**	**1,378,008**
	Calc Method										
Debt Coverage	Debt A	120%	141%	144%	147%	150%	153%	156%	159%	162%	146%
Debt Coverage w/o Tax Increment Financing	Debt A	120%	123%	126%	128%	131%	134%	137%	140%	143%	146%
NET CASH FLOW		**84,913**	**339,742**	**373,448**	**407,838**	**442,926**	**478,727**	**515,254**	**552,523**	**590,548**	**397,369**

Returns Analysis											
Net Cash to Developer	84,913	339,742	373,448	407,838	442,926	478,727	515,254	552,523	590,548	397,369
Net Cash to Developer (w/o assistance)	84,913	116,839	149,430	182,700	216,662	251,332	286,722	322,848	359,725	397,369
Yield on Cost Annual Return *Cumulative* *Goal 7.50%*	5.6%	6.6%	6.7%	6.9%	7.0%	7.1%	7.3%	7.4%	7.6%	6.8%
Yield on Cost Average Annual Return Start From: *Year 1*	5.6%	6.1%	6.3%	6.5%	6.6%	6.7%	6.8%	6.8%	6.9%	6.9%
Yield on Cost Annual Return (w/o TIF assistance)	5.6%	5.8%	5.9%	6.0%	6.1%	6.3%	6.4%	6.5%	6.7%	6.8%
Yield on Cost Average Annual Return (w/o TIF assistance)	5.6%	5.7%	5.8%	5.8%	5.9%	5.9%	6.0%	6.1%	6.1%	6.2%

Exhibit I

Sample Lookback Calculation - The Chalmers Phase 3

1. Pro Forma Financial Statement - Return Analysis			2027 Year 1	2028 Year 2	2029 Year 3	2030 Year 4	2031 Year 5	2032 Year 6	2033 Year 7
NET OPERATING INCOME			1,462,921	1,494,847	1,527,438	1,560,708	1,594,670	1,629,339	1,664,730
Tax Increment Financing Revenue	*Inflator:*	0%	0	222,903	224,018	225,138	226,264	227,395	228,532
ADJUSTED NET OPERATING INCOME			1,462,921	1,717,750	1,751,456	1,785,846	1,820,934	1,856,735	1,893,262
Yield on Cost Annual Return	***Average Annual***	***Goal 8.00%***	5.63%	6.61%	6.74%	6.87%	7.01%	7.14%	7.29%
Yield on Cost Average Annual Return	Start From:	*Year 1*	5.63%	6.12%	6.33%	6.46%	6.57%	6.67%	6.76%

Total Estimated Project Cost (Used for Initial Yield on Cost)	**25,988,388**
Actual Total Project Cost (Used for Lookback Yield on Cost)	**25,600,000**

2. Lookback Adjustment Example			2027 Year 1	2028 Year 2	2029 Year 3	2030 Year 4	2031 Year 5	2032 Year 6	2033 Year 7
NET OPERATING INCOME			1,462,921	1,565,325	1,674,898	1,792,141	1,917,591	2,051,822	2,195,450
Tax Increment Financing Revenue	*Inflator:*	0%	0	222,903	224,018	225,138	226,264	227,395	228,532
ADJUSTED NET OPERATING INCOME			1,462,921	1,788,229	1,898,916	2,017,279	2,143,855	2,279,217	2,423,982
Yield on Cost Annual Return			5.71%	6.99%	7.42%	7.88%	8.37%	8.90%	9.47%
Yield on Cost Average Annual Return	Start From:	*Year 1*	5.71%	6.35%	6.71%	7.00%	7.27%	7.55%	7.82%

3. TIF Note (Present Value) Calculation	Payment Date	2027 Year 1	2028 Year 2	2029 Year 3	2030 Year 4	2031 Year 5	2032 Year 6	2033 Year 7
First Half Payment	08/01	0	111,452	112,009	112,569	113,132	113,698	114,266
Second Half Payment	02/01	0	111,452	112,009	112,569	113,132	113,698	114,266
Tax Increment Financing Revenue		0	222,903	224,018	225,138	226,264	227,395	228,532
Annual Present Value (Semi-Annual)	0.00% Interest Rate	0	222,903	446,921	672,059	898,323	1,125,718	1,354,250

TIF Note (Present Value) Difference		
Original TIF Term		8
Current TIF Term to reach average 8.00% YoC		7
Principal Amt. of Original TIF Note	$	1,814,748
Principal Amt. (Present Value) of TIF in Year 7	$	1,374,250
Difference	**$**	**440,498**
50% Difference	**$**	**220,249**
PV of TIF in Year 7	$	1,374,250
Plus 50% Difference	$	220,249
New Principal Amount of TIF Note (PV)	**$**	**1,594,499**
Estimated Revised TIF Note Term by Year		**8**

Original PAYGO	
Total PAYGO Collections	1,814,748
NPV	1,814,748
Rate for NPV	0.00%

Sample Lookback Calculation - The Chalmers Phase 3

1. Pro Forma Financial Statement - Return Analysis			2034 Year 8	2035 Year 9	2036 Year 10
NET OPERATING INCOME			1,700,856	1,737,733	1,775,376
Tax Increment Financing Revenue	*Inflator:*	0%	229,675	230,823	0
ADJUSTED NET OPERATING INCOME			1,930,531	1,968,556	1,775,376
Yield on Cost Annual Return	***Average Annual***	***Goal 8.00%***	7.43%	7.57%	6.83%
Yield on Cost Average Annual Return	Start From:	*Year 1*	6.84%	6.92%	6.91%

Total Estimated Project Cost (Used for Initial Yield on Cost)	**25,988,388**
Actual Total Project Cost (Used for Lookback Yield on Cost)	**25,600,000**

2. Lookback Adjustment Example			2034 Year 8	2035 Year 9	2036 Year 10
NET OPERATING INCOME			2,349,131	2,513,570	2,689,520
Tax Increment Financing Revenue	*Inflator:*	0%	20,000	0	0
ADJUSTED NET OPERATING INCOME			2,369,131	2,513,570	2,689,520
Yield on Cost Annual Return			9.25%	9.82%	10.51%
Yield on Cost Average Annual Return	Start From:	*Year 1*	8.00%	8.20%	8.43%

3. TIF Note (Present Value) Calculation	Payment Date	2034 Year 8	2035 Year 9	2036 Year 10
First Half Payment	08/01	10,000	0	0
Second Half Payment	02/01	10,000	0	0
Tax Increment Financing Revenue		20,000	0	0
Annual Present Value (Semi-Annual)	0.00% Interest Rate	1,374,250	1,374,250	1,374,250

TIF Note (Present Value) Difference		
Original TIF Term		8
Current TIF Term to reach average 8.00% YoC		7
Principal Amt. of Original TIF Note	$	1,814,748
Principal Amt. (Present Value) of TIF in Year 7	$	1,374,250
Difference	**$**	**440,498**
50% Difference	**$**	**220,249**
PV of TIF in Year 7	$	1,374,250
Plus 50% Difference	$	220,249
New Principal Amount of TIF Note (PV)	**$**	**1,594,499**
Estimated Revised TIF Note Term by Year		**8**

CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID 25-0721 Caption Resolution approving development agreements for Phases 1, 2, & 3 with The Chalmers, LLC, a multi-family housing development located at 215 Pine Street and 401 3rd Street North, location of the former La Crosse Tribune building.

Staff/Department Responsible for Legislation

Julie Emslie; Planning & Development

Requestor of Legislation

The Chalmers, LLC

Location, if applicable

215 Pine Street and 401 3rd Street North, location of the former La Crosse Tribune building

Summary/Purpose

The Chalmers proposes to construct a three phase, 4-story multifamily development that will take advantage of the vacant lot on 215 Pine Street and the former and now blighted La Crosse Tribune building. The proposed development includes 1 level of underground parking, approximately 260 residential units and approximately 5,500sq ft of commercial space

The Chalmers submitted a formal request for Tax Increment Financing assistance. City staff and the City's financial consultant, Ehlers, reviewed this request and found the project fulfilled the requirements of relevant state statute and the City's TIF policy, to include demonstrating a financial need for assistance. This development agreement outlines the TIF assistance provided to the project.

Background

The developer submitted their TIF request for this site in October 2023. The Economic and Community Development Commission approved a term sheet outlining the provisions for public assistance at their December 2023 meeting. The attached development agreement follows the structuring outlined in the approved terms, as well as further provisions that are standard for the City's TIF-related development agreements.

Mostly due to financing considerations, the developer is following a multi-phased approach. Thus, three development agreements have been drafted to align with the three phases proposed by the developer.

Fiscal Impact

This project is estimated to have an assessed value of $41.7million upon completion of all 3 phases, with $39.3million as new taxable increment. The TIF assistance outlined in the development agreements total approximately $5.9million for all 3 phases.

Staff Recommendation

Planning staff recommends approval

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0748

Agenda Date: 7/10/2025

Version: 1

Status: Recommended to be Adopted

In Control: Common Council

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 10th day of July, 2025.

* * *

The meeting was called to order by the Mayor, and upon the roll being called, Shaundel Washington-Spivey, 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 2025-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 resolution was introduced by the Mayor:

RESOLUTION 25-_____

RESOLUTION authorizing the issuance of not to exceed $13,390,000 aggregate principal amount of General Obligation Promissory Notes, Series 2025-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 $13,390,000 to finance the costs of the Projects and issue its General Obligation Promissory Notes, Series 2025-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 $13,390,000 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 $13,390,000. The Notes, if issued, shall be designated "General Obligation Promissory Notes, Series 2025-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 16 years from the date of the issuance of the Notes), in an aggregate principal amount not to exceed $13,390,000, and in the amounts and bearing interest at the rates per annum as set forth in the Note Notification (not to exceed $1,380,000). 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 2025-A

RATE OF INTEREST	MATURITY DATE	DATED DATE	CUSIP NUMBER
_____%	_____	_____, 2025	_____

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 _____, 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 2025-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 10, 2025 (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 irrepealable 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 2025-A, of the City of La Crosse, La Crosse County, Wisconsin.

Date of Authentication: _____, 2025

_____,
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 10th day of December, 2025, 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 2025 through 2040 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 2025 to 2040, 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 2025-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 10, 2025

Approved: July 10, 2025

Recorded: July 10, 2025

/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 10th day of July, 2025 (the *"Meeting"*), insofar as same relates to the adoption of a resolution entitled:

> RESOLUTION authorizing the issuance of not to exceed $13,390,000 aggregate principal amount of General Obligation Promissory Notes, Series 2025-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 10th day of July, 2025.

_____

City Clerk

[SEAL]

CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID 25-0748

Caption Resolution authorizing the issuance of not to exceed $13,390,000 aggregate principal amount of General Obligation Promissory Notes, Series 2025-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

Staff/Department Responsible for Legislation

Chadwick Hawkins/Finance Department

Requestor of Legislation

Chadwick Hawkins, Director of Finance

Location, if applicable

Summary/Purpose

City Council has identified projects to be completed in 2025 during the 2025-2029 CIP Budget process. Funding will be needed to start and complete the listed projects approved by City Council for 2025 construction.

Background

Council had approved an amount not to exceed of $15,685,383.00 for G.O. Borrowing in 2025. Finance will utilize ~$2,644,181.00 of previous proceeds, unobligated to past projects to reduce borrowing in 2025 to ~$13,041,202.00.

Fiscal Impact

Increased need to levy for debt service in 2026

Staff Recommendation

Recommended approval

OFFICE OF THE MAYOR
LA CROSSE

25-0748

June 30, 2025

I hereby approve the submitting of the attached Legislation "Resolution authorizing the issuance of not to exceed $13,390,000 aggregate principal amount of General Obligation Promissory Notes, Series 2025-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 therefore, levying taxes, and related matters" to be considered at the Finance and Personnel Committee meeting. This approval is given due to the time element necessitating consideration of the attached Legislation at the earliest possible date.

Mayor Shaundel

400 La Crosse Street * La Crosse, WI 54601 * Phone (608) 789-7500 * washingtonspiveys@cityoflacrosse.org * www.cityoflacrosse.org

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0673

Agenda Date: 7/10/2025

Version: 1

Status: Recommended to be Re-referred

In Control: Common Council

File Type: Resolution

Agenda Number:

25-0673

Resolution approving a Maintenance Agreement for the Wagon Wheel Trail and Bridge between the City of La Crosse and the Wisconsin Department of Transportation. (WisDOT)

RESOLUTION

WHEREAS, the Wagon Wheel Trail will serve as a link between La Crosse, WI and La Crescent, MN along US Highway 14 west of the Cass St/Cameron Ave Bridges to the West Channel Boat Landing via a shared use trail and separate bridge adjacent to the West Channel Bridge; and

WHEREAS, the trail has been identified as a high priority in La Crosse's Comprehensive Plan, La Crescent Bicycle and Pedestrian Master Plan, and the 2035 Coulee Regional Bicycle Plan; and

WHEREAS, the Wagon Wheel Connector Trail project is currently listed in the Adopted 2023-2027 Capital Improvement Budget as request #688; and

WHEREAS, the TID 10 Project Plan includes a pedestrian trail/sidewalk from the District to Pettibone Park; and

WHEREAS, the Planning and Development Department, on behalf of the Bicycle and Pedestrian Advisory Committee, applied for, and received, a Transportation Alternative Program grant to assist with funding of the project; and

WHEREAS, Resolution 2021-11-010 (Legistar #21-1468) supports funding the project should the City be awarded the grant; and

WHEREAS, the grant agreement requires that a maintenance agreement between the City of La Crosse and the WisDOT is established that describes what responsibilities the City is required to perform regarding the path and the bridge; and

WHEREAS, the attached agreement states that the City is required to maintain, repair, and replace all aspects of the path, lighting, and fencing.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the Mayor and City Clerk are authorized to sign the maintenance agreement.

BE IT FURTHER RESOLVED that City staff are hereby authorized to effectuate this resolution.

AGREEMENT BY AND BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION AND CITY OF LA CROSSE FOR THE MAINTENANCE OF THE WAGON WHEEL TRAIL LINK BICYCLE /PEDESTRIAN PATH WITHIN THE RIGHTS-OF-WAY OF WIS 16 & US 14/61

This AGREEMENT for Maintenance of Wagon Wheel Trail Link Path between the Wisconsin Department of Transportation and City of La Crosse is made and entered into this 10th day of April 2025 by and between the City of La Crosse hereinafter called the "City", and the State of Wisconsin, Department of Transportation, hereinafter called the "State". This Agreement shall be effective upon last signature below.

WITNESSETH:

WHEREAS, the State and City have agreed to the development of a bicycle/pedestrian path, hereinafter called the "Path", located within the rights-of-way of WIS 16 and US 14/61 starting at the west abutment of the Mississippi River west channel bridge (including the west channel of the Mississippi River bridge) and proceeding easterly to the intersection of US 53 (including the main channel of the Mississippi River bridges on Cass Street and Cameron Street) with a length of approximately 1.4 miles. Said path includes an area approximately 4 feet on each side of the Path plus any drainage pipes and structures constructed for the Path. (See attached location map.)

WHEREAS, within said limits the initial construction of the path and appurtenances will be financed and completed by the City in cooperation with the State.

WHEREAS, Wis. Stat. Sec. 66.0301 authorizes municipalities, including the City and the State, to contract with one another for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law.

AGREEMENT:

NOW, THEREFORE, the City and the State, in consideration of the mutual covenants herein set forth, and other good and valuable considerations, the receipt of which is hereby acknowledged, agree to make this Intergovernmental Agreement under Wis. Stat. sec. 66.0301 for the purposes stated herein, as follows:

1. **Path Location.** The paved Path general limits are as described above in the first "Whereas" paragraph.

2. **Path Construction.** The Path shall consist of a ten-foot asphaltic paved surface and variable (three-foot to five-foot) turf shoulders generally within the WIS 16 and US 14/61 Rights-of-Way. The initial construction of the path will be financed and completed by the City.

3. **Path Lighting.** The initial financing and installation of path lighting will be determined in a state municipal project agreement. The City shall be responsible for the financing, maintenance, rehabilitation, and replacement of Path Lighting. The City shall also be responsible for the energy costs for Path lighting.

4. **Path Signing.** Within the said limits any required signage will be financed and installed by the City. Any additional desired signing, as approved by the state, shall be provided and financed by the City and installed during initial construction.

5. **Path Maintenance.** The City shall maintain the Path, at its own expense. For purposes of this agreement, maintenance shall mean keeping all existing surfaces, signing and marking in good repair, which

includes routine sealing of asphalt cracks and pothole repair of asphalt; repair of damage due to unauthorized use, vandalism, graffiti or theft; removing dirt and debris from the path surface; removing litter from the paved surface and nearby adjacent grassed areas; mowing grass areas; keeping any other landscaping in healthy and neat condition; keeping all drainage ditches in good working condition; and keeping drainage structures free of debris and in good repair. The City shall be responsible for any other maintenance needs that are not listed above and within the Path corridor. Winter maintenance, including snow and ice removal, shall be the responsibility of the City.

6. **Bridge Maintenance.** The City shall maintain the multi-use path portions of the bridges including the approach slabs/pavements, parapets, railings, and fencing, at its own expense. For purposes of this agreement, maintenance shall include but is not limited to painting, joint repair, rail repair or replacement, crack sealing, spalling or pothole repair, snow and ice removal, sweeping and maintaining the lighting system. The maintenance, operation, and traffic control of the highway and bridges shall be subject to review and approval by WisDOT.

7. **Use of Path.** The use of the Path by the City shall be for bicycle and pedestrian transportation and may also include public access for recreational activities, including bicycling, pedestrian use and skating, as defined in Wis. Stat. sec. 895.52.

8. **Prohibition of Motorized Vehicles.** Use of this Path by motorized vehicles of any type, except as needed for maintenance, rehabilitation, or emergency rescue purposes, or under Paragraphs 10 and 14 herein, is prohibited, except for motorized wheelchairs. The City at its discretion may prohibit electric personal assistive mobility devices, as defined in state statute 340.01 (15pm). Snowmobiles are allowed to cross or run adjacent to the Path unless local ordinance prohibits the use. The City shall inform the State of snowmobile trail locations adjacent to or crossing any Path before those trails are put in place.

9. **Path Corridor Encroachments.** The City shall be responsible for keeping the Path corridor right-of-way free of encroachments.

10. **Path Rehabilitation.** The State shall resurface or replace, at its own expense, timeline, and as it deems necessary, some portions or the entire paved surfaces within the Path segment.

11. **Path Fees.** The City shall not charge fees for the use of the Path.

12. **Removal of Equipment.** All Path signs, lighting, and appurtenances, which remain the property of the City, shall be removed by the City, at its own expense, upon termination of the Maintenance Agreement.

13. **Enforcement.** Promulgation and enforcement of noise, littering and loitering restrictions and the prohibition of motorized vehicles on and along the Path and shall be the sole responsibility of the City. The City may pass such ordinances and resolutions as it deems appropriate to govern these restrictions on the Path and may use such methods as it deems appropriate to assure compliance with said restrictions. Any other restrictions proposed by the City shall require written concurrence from the State.

14. **Liability.** The City shall defend and hold harmless WisDOT and the WisDOT's agents, servants, and employees against all loss, damages, legal expenses and other claims which WisDOT may sustain or become liable for on account of injury to or death of persons, or on account of damage to, loss or destruction of property from activities conducted by WisDOT as part of this Lease and as to itself, any contractor, contractor's employees, subcontractors or agents. Notwithstanding the foregoing, nothing contained within this Lease is intended to be a waiver or estoppel of the City or its insurer's ability to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes Sections 893.80, 895.52 and 345.05.

15. The City and State agrees to conduct their activities along and, on the Path, so as not to endanger any person or property thereon. The parties agree that each party shall be responsible for its own acts or omissions and those of its officers, employees and agents, and those of its boards, commissions, agencies and officials, if any; and shall be responsible for any loss or expense (including costs, damages and attorney

fees) by reason of liability imposed by law, attributable to such acts or omissions to the extent provided by law.

16. **Wisconsin Department of Transportation (WisDOT) Property Rights.** This Agreement is not a lease and does not convey or transfer any ownership or rights of ownership in WisDOT right-of-way to the City. This instrument is a permit, and the extent of the permit is to allow the use of the Path temporarily for certain activities as set forth herein. The State retains all rights of property ownership, and only the State can grant an invasion of said ownership rights.

17. The State retains the authority for the issuance of permits to allow a public or privately owned utility the right to construct, operate, and maintain a utility facility over, across, upon, and within WisDOT right-of-way. If a permit is issued under this paragraph, it shall be a condition of the permit that use of the right-of-way needed for the Path shall not be impaired, the utility permittee shall repair said right-of-way and return it to its pre-existing condition, normal wear and tear considered, as soon as possible.

18. Both WisDOT and City shall coordinate with each other on any permitting matter that may have an effect on the path or WisDOT ROW. The coordination, in the form of written correspondence, shall begin within five business days after being contacted by a utility, developer, citizen, etc. regarding any proposed project that requires a permit. Nothing in this section shall override either WisDOT's or the City's authority to issue permits under their respective maintenance jurisdiction.

19. The State shall provide the City with written notice prior to the issuance of any permit under this paragraph, and shall coordinate with the City on matters pertaining to utility permit applications.

20. The State retains full and final authority regarding the sale or disposal of the right-of-way or any portions thereof. Furthermore, this Agreement is subject to existing permits.

21. The State retains the right to close all or any portion of the Path at any time if it needs the right-of-way for future highway improvements or other operational needs, without compensating the City to relocate the Path should the City decide to do so.

22. **Term.** The term of this Maintenance Agreement shall be twenty (20) years from the effective date written above. This Agreement shall automatically be renewed under the same terms and conditions for additional one-year terms, unless either party shall give written notice to the contrary to the other party at least 90 days before the renewal date.

23. **Applicability.** If any term, covenant, condition, or provision (or part thereof) of this Agreement, or the application thereof to any part or circumstance, shall at any time or to any extent, be held invalid or unenforceable, the remainder of the Agreement, or the application of such term or provision (or remainder thereof), to parties and circumstances other than those as to which it is held to be invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

24. **Changes.** No term or provision of this Agreement, or any of its attachments, may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by all parties to this Agreement. Consents and approvals required under this instrument may be made or granted by exchange of letters between the parties.

25. **Non-Discrimination**. The parties agree to abide by their own respective non-discrimination policies and procedures during the term of this agreement. Further, the parties agree that this agreement does not subject either party to the other's jurisdiction for the administration of such matters.

26. **Entirety.** The Agreement together with any documents referred to herein contain the entire Agreement of the parties and supersedes any and all prior Agreements and draft Agreements, or oral understandings between the parties regarding the Path.

27. **Notices.** Any notice required to be made in writing or any filing required to be made with any party to this Agreement shall be sent to the following addresses:

For the State:

Operations Planning Chief / Region Director
WisDOT Southwest Region
2101 Wright Street
Madison, WI 53704

For the City:

(1) Nikki Elsen, City Clerk
(2) Shaundel Washington-Spivey, Mayor

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

WISCONSIN DEPARTMENT OF TRANSPORTATION, STATE OF WISCONSIN:

_____ _____
Daniel Shave Date
Southwest Region Director
Wisconsin Department of Transportation

CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN:
A municipal corporation

By: _____
Shaundel Washington-Spivey, Mayor

Date: _____

By: _____
Nikki Elsen, City Clerk

Date: _____

CITY OF LA CROSSE

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

File ID 25-0673

Caption Resolution approving a Maintenance Agreement for the Wagon Wheel Trail and Bridge between the City of La Crosse and the Wisconsin Department of Transportation. (WisDOT)

Staff/Department Responsible for Legislation

Planning & Development- Tim Acklin

Requestor of Legislation

Planning & Development- Tim Acklin

Location, if applicable

US Highway 14 from the Cass St/Cameron Ave Bridges to the West Channel Boat Landing

Summary/Purpose

Resolution approving the attached Maintenance Agreement between the City and the WisDOT that states what the City is responsible for in regards to the Wagon Wheel Trail and Bridge. The City will be responsible for maintenance, repairing, and replacing all aspects of the path, lighting, and fencing, This includes snow plowing. It does NOT require the City to be responsible for any structural aspect of the bridge.

Background

The Wagon Wheel Trail will connect the City of La Crosse to La Crescent via a shared bicycle and pedestrian path and separated bridge. The trail has been identified in several area plans as a high priority to link La Crosse's bicycle and pedestrian network with La Crescent's. The City applied for a grant from the WisDOT Transportation Alternatives Grant Program and was awarded approximately $4million for construction. Construction will occur in 2026/2027. Since site and bridge design began in 2023 additional funding is needed for environmental and endangered species surveys and species removal that we were unable to identify until after the project had started. Additionally, since 2023 building material/construction costs have also increased. Funding was also requested in the 2024, 2025, 2026, & 2027 CIP Budgets.

Fiscal Impact

There will be a cost to the City for any future repairs or replacement of the path. There will also be an additional operational cost for snow plowing the pedestrian bridge.

Staff Recommendation

Approval- Agreement is needed to be in place for the project to continue to move forward and meet grant deadlines.