City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final-revised

Finance & Personnel Committee

Thursday, November 7, 2024 | **6:00 PM** | **Council Chambers**
City Hall, First Floor

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

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

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

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

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

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

Call To Order

Roll Call

Agenda Items:

NEW BUSINESS

24-1007 Resolution Approving Development Agreement and Sale Agreement with Jeff Murphy and Jill Murphy for Former Fire Station #4 at 906 Gillette St.

Sponsors: Goggin

24-1092 Single Audit with Independent Auditors Report as of December 31, 2023.

24-1131 Resolution approving the partial vacation of the public street right-of-way on Chestnut Place.

Sponsors: Goggin

Public hearing.

24-1306 Resolution amending Appendix C Fee Schedule regarding release of raze and remove orders filed with the Register of Deeds under Chapter 103 of the La Crosse Municipal Code.

Sponsors: Reynolds

24-1320 Resolution amending the Floodplain Relief Program.

Sponsors: Janssen

24-1327 Resolution levying Special Charges for Services performed in 2024.

Sponsors: Happel

24-1333 Resolution approving the sale of City owned property at 800 Moore St to Taylor William DeFrang and Brian DeFrang.

Sponsors: Dickinson

24-1355 Resolution approving the Agreement between the Redevelopment Authority and the City of La Crosse to obligate ARPA funds for housing development in the floodplain.

Sponsors: Janssen

24-1368 Resolution declaring the Statement of Project Intentions for the La Crosse Regional Airport.

Sponsors: Dickinson

24-1370 Resolution Petitioning the Secretary of Transportation for Airport Improvement Aid.

Sponsors: Dickinson

24-1371 Resolution appropriating ARPA funds to pay for the remediation required on detached garages which violate the current floodplain standards per FEMA.

Sponsors: Dickinson

24-1381 Resolution amending Appendix C Fee Schedule regarding the Brush Site.

Sponsors: Reynolds

24-1383 Resolution allocating unused Sanitary Sewer Utility funds for the Mormon Coulee Road Force Main project bid in 2024.

Sponsors: Trost and Neumann

24-1385 Resolution authorizing takeover, maintenance, and ownership of ornamental neighborhood streetlighting on MacHarley Lane.

Sponsors: Happel

24-1386 Resolution approving a reorganization to the table of positions and classifications for the Community Risk Management department.

Sponsors: Janssen

24-1436 Resolution re-appropriating Operating Budget funds for purchase of Public Works vehicles from the fleet lease program.

Short-circuited by Mayor Reynolds on 11/5/2024.

24-1343 Resolution Allocating Funding for Development of Specialized Housing Capacity Utilizing American Rescue Plan Act Funds. *(Note: The Committee and/or Common Council may convene in closed session pursuant to Wis. Stats. sec. 19.85(1)(e) to consider the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Following any closed session, the Committee and/or Council may reconvene in open session.)*

Sponsors: Reynolds

24-0001 Collective Bargaining Update.
(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(e) to formulate & update negotiation strategies and parameters. Following such closed session, the Committees and/or Council may reconvene in open session.) ***F&P Item Only, unless otherwise directed.***

Adjournment

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

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

Finance & Personnel Members:
Doug Happel, Larry Sleznikow, Erin Goggin, Barb Janssen, Rebecca Schwarz, Mark Neumann

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-1007

Agenda Date: 11/7/2024 **Version:** 1 **Status:** New Business

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

Agenda Number: 10.

24-1007

Resolution Approving Development Agreement and Sale Agreement with Jeff Murphy and Jill Murphy for Former Fire Station #4 at 906 Gillette Street.

RESOLUTION

WHEREAS, the City of La Crosse declared certain property at 906 Gillette Street, the former fire station #4, to be surplus property on June 8, 2023 via Resolution #23-0565; and

WHEREAS, the property was offered for sale through a Request for Proposals in August 2023; and

WHEREAS, in March 2024, the Economic and Community Development Commission voted to approve the sole proposal from Jeff and Jill Murphy for the purchase and redevelopment of the property.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the attached Development Agreement and Sale Agreement with Jeff Murphy and Jill Murphy.

BE IT FURTHER RESOLVED that the proceeds from this sale will be deposited to General Revenue – Sale of Land.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to sign any related documents.

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

DEVELOPMENT AGREEMENT BETWEEN
Jeff and Jill Murphy and CITY OF LA CROSSE
("Former Fire Station No. 4")
906 Gillette St.

This Development Agreement ("hereinafter "Agreement") is made by and among the **City of La Crosse, Wisconsin**, a Wisconsin municipal corporation (the "**City**"), and **Jeff and Jill Murphy,** a married couple residing at W3069 Kreibich Coulee Rd., Coon Valley, WI 54623 ("**Developer**").

WITNESSETH:

WHEREAS, Developer proposes to purchase and restore the building at 906 Gillette St., La Crosse, WI 54603, Tax parcel 17-10104-23, in the City of La Crosse, Wisconsin, as more particularly described on **Exhibit A** ("Real Estate"); Developer shall among other things, restore and renovate the interior and exterior into a two (2) residential unit building; the scope of the renovations shall be as more particularly described in **Exhibit B** (the "Project");

WHEREAS, the City declared the Real Estate as surplus property due the construction of a new fire station on the same block;

WHEREAS, the City recognizes the Historical Significance of the structure and the potential to convert Real Estate into taxable Real Estate that could contribute towards the need to provide neighborhood housing; therefore, improving the City's overall housing stock and implementing neighborhood improvement strategies in a priority area;

Drafted by and return to

City of La Crosse
Planning Department
400 La Crosse Street
La Crosse, Wisconsin 54601

Parcel Identification Number/Tax Key Number
Tax ID 17-10104-23

WHEREAS, the City sought proposals for the redevelopment through a competitive Request for Proposals (RFP) and whereas the Developer and the proposal was selected and approved by the Economic and Community Development Commission (ECDC) on March 27, 2024;

WHEREAS, the Developer and the City agree that the Real Estate's redevelopment 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 (2) be secured for the future benefit of the citizens and the community through the rehabilitation and preservation of the Real Estate;

WHEREAS, the City requires 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 the City;

WHEREAS, in order to induce Developer to undertake the Project, the City has agreed to sell this land to the Developer in the amount of Thirty-two Thousand and Five Hundred Dollars ($32,500.00) upon terms of that certain Purchase Agreement dated November 14, 2024;

WHEREAS, Developer declares that "but for" this Agreement, it would not undertake the Project; and

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.

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, a description of which real estate is attached hereto as **Exhibit A.**

1.2 Purpose of the Agreement. In order to cause the Project to occur and for Developer to undertake the Project, to promote community development, to expand and enhance the tax base and inspire the implementation of neighborhood improvement strategies in a priority area within the City, the parties intend to undertake certain obligations necessary for the Project, all as set forth in this Agreement.

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 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, a Wisconsin municipal corporation.

c. "Construction Schedule" means the construction timetable set forth on **Exhibit C**.

d. "Developer" means Jeff and Jill Murphy, a married couple, residents of the State of Wisconsin.

e. "Master Plan" means the Master Plan for the Real Estate as represented in the accepted proposal prepared by the Developer and approved by the Economic and Community Development Commission.

f. "Project" means the matters described on **Exhibit B** attached hereto.

g. "Transfer" means any sale of property, in part or in whole, or any lease with a term exceeding 30 years, and also includes the change of control or ownership of the Developer entity as described herein.

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 / Master Plan

c. Exhibit C. Construction Schedule

ARTICLE II
DEVELOPER OBLIGATIONS

2.1. Acquire the Real Estate. The Developer will acquire the described Real Estate from the City, by Special Warranty or Quitclaim Deed for the total purchase price of thirty-two thousand five hundred dollars ($32,500.00). DEVELOPER UNDERSTANDS THAT THE REAL ESTATE WILL BE SOLD IN AN "AS IS" CONDITION, WITH NO WARRANTIES EXPRESS OR IMPLIED WHATSOEVER AS TO THE CONDITION OR USE OF THE PROPERTY, FITNESS FOR USE OR INTENDED PURPOSE, OR ANY OTHER PURPOSE OR USE, REGARDLESS OF ANY VALUE OR ALLEGED DEFECT. Developer

understands that it is solely responsible for conducting its own geotechnical investigation of any and all other testing necessary to determine if the lands meet the Developer's needs for the Project. The closing upon the property shall take place no later than 45 days of the Signature Date at a place chosen by the City at a time mutually agreed between the parties. City to provide for evidence of title and shall provide an owner's policy of title insurance in the amount of the purchase price or minimal amount for which a policy can be written at City's expense. Developer shall pay for any mortgagee's title insurance, and standard buyer closing costs. City shall pay only the standard seller closing costs (title insurance, deed drafting, etc.).

2.2. Developing Real Estate. Developer agrees to develop and improve the Real Estate by undertaking the Project and shall complete the project to the description substantially conforming (in the City's sole discretion) to the project description of **Exhibit B** and take place no later than the dates set forth on the Construction Schedule. The Developer will provide a proposed Construction Schedule for the improvements, set forth in the Master Plan representing the approved proposal, which is subject to approval by the City. The proposed schedule must be attached hereto as **Exhibit C** and as a minimum, meet the following deadlines. Developer shall commence construction **as described herein.**

2.3. Local Subcontractors. It is agreed by Developer, that Developer shall endeavor to engage local subcontractors, as well as local suppliers for material. The term subcontractor used herein is as defined in Section 66.0901(1) (d), Wis. Stat. 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 entity in connection with the Project. Any conditions imposed on the 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. Transfer or Sale of Real Estate.

a. Notice of Intent to Transfer. The Real Estate **may not 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.**

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 satisfactory to the Community Development Committee 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 Community Development Committee 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. **Change of Control**. After any change of Control (as defined below) of the Developer, or any proposal, either public or private, that the City believes, in good faith, to be a bona fide proposal to effect any change of Control (as defined below) of the Developer, the City may, at its option, upon notice to the Developer declare the Developer in breach of this Agreement and shall have all rights and remedies allowed hereunder, including the right to reacquire the property under the reversion clause of this agreement, upon the sole option of the City, whereupon the process for effectuating the same shall be complied with by Developer without delay. For purposes of this Agreement, "Control" means the possession, directly or indirectly, of

the power to direct or cause the direction of the management and policies of any individual, corporation, partnership, unincorporated association or other entity, whether through the ownership of voting stock, by contract or otherwise. A person or entity who is the owner of 20% or more of an entity's outstanding voting stock shall be deemed to have Control of such corporation.

2.6. Insurance. Developer shall maintain, and shall require that any purchasers or transferees of any portion of the Real Estate maintain, insurance in such amounts and against such risks both generally and specifically with respect to the Real Estate, as are customarily insured against in developments of like size, kind and character, including customary builders risk insurance during construction and customary casualty, property and liability insurance, with deductibles **in accordance with reasonable industry practice**. Notwithstanding, Developer shall carry casualty insurance for the Project at not less than the replacement value and further agrees and covenants to apply, and to require any purchasers or transferees of any portion of the Real Estate to apply, any and all insurance proceeds to rebuild the Project, maintain the Project and Real Estate and to name the City as an additional insured to the extent of this covenant provided in this Section. Developer shall provide to the City certificates of all such insurance.

2.7. Indemnity. Developer shall immediately indemnify and hold harmless the City, its officers, employees and authorized representatives 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 City on account of this Agreement, unless such claims, causes of action, or demands arise out of any willful misconduct or gross negligence of the City. At City's request, Developer shall appear for and defend the City, at Developer's expense, in any action or proceeding to which the City may be made a party by reason of any of the foregoing.

ARTICLE III
REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer represents and warrants to and covenants with the City as follows:

3.1. Project. The Developer is guaranteeing completion of the improvements called for in the Master Plan.

3.2. 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.

3.3. Compliance with Zoning. Developer covenants that the Real Estate, upon completion of the Project, shall 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.

3.4. 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.

3.5. Good Standing. Developer is in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits to own its assets and properties and to carry on its business. Wherever applicable, 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.

3.6. 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 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.

3.7. No Conflict. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with 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.

3.8. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Project or any guarantor that would adversely affect the Project, Developer or any guarantor 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.

3.9. No Default. The Developer represents that it is not in default under any other agreement nor has it been placed on notice of alleged defaults under other agreements which would practically or financially impede or prevent its fulfillment of its obligations to the City under this agreement as of the time of execution hereof.

3.10. 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.

3.11. Compliance with Plans. Developer shall cause the Project to be constructed in accordance with the Master Plan and shall promptly correct any defects in construction or deviations from the Master Plan.

3.12. No Changes. After Developer has submitted to the City the final version of all documents and agreements, Developer shall not, without City's prior written consent, consent to any amendments to any documents delivered to City pursuant to this Agreement. Changes to the Project or the Master Plan or the Project Cost Breakdown may be reviewed and approved by the Director of Planning, Development and Assessment.

3.13. Inspection of Project. Developer shall permit City, its inspector and/or its construction consultant, at all reasonable times and at no cost to inspect the Project and all matters relating to the development thereof. City assumes no obligation to the 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 are being completed in accordance with the approved Master Plan and the terms and conditions of this Agreement.

3.14. 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.

ARTICLE IV
DEFAULT

4.1 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 thirty (30) 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 and damages via special assessment or special charge under Section 66.0627, Wis. Stat., prior to any first mortgage lien on the property. 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; and

(6) Any other remedy in this Agreement or by law.

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.

4.2. City's Default.

a. Liquidated Damages. Upon the default of the City, and the subsequent order of the court, the City shall be liable to Developer for the lesser of the actual amount of damages or liquidated damages in the amount of the purchase price of this Agreement, whichever is less.

b. Consequential and all other Damages Waiver. Developer agrees that liquidated damages are its only remedy under this agreement and that any other damages of any sort, whether consequential, economic, punitive, or otherwise, are hereby waived and disclaimed by Developer.

4.3 Construction Obligation and Repurchase Rights.

a. Construction Obligation. Developer shall promptly begin, diligently pursue and ultimately complete construction of the building and improvements to the Real Estate pursuant to this Agreement.

In the event that construction and redevelopment of the building and improvements has not been commenced **on or before the deadlines as described in the Construction Schedule**, then, until such construction is commenced, the City shall have the option of repurchasing the Real Estate from Developer (the "Commencement Option"). To exercise the Commencement Option, the City shall provide written Notice of Exercise of Option to Developer, including the date of repurchase closing. The purchase price of any such right of repurchase by the City herein shall be the same purchase price listed in this Agreement, less any amounts necessary to repair damages to the Real Estate which occurred during Developer's time in control of the Real Estate.

If after commencing construction and redevelopment, the construction and redevelopment ceases for a period of one hundred eighty (180) consecutive days at any time before the Substantial Completion ("Cessation of Construction"), the City shall similarly have an option to repurchase the Real Estate at any time, within one (1) year of Cessation of Construction (the "Construction Option"). To exercise such Construction Option, the City shall provide the Developer with notice as set forth above.

If the Developer does not reach Substantial Completion of the Project within twenty-four (24) months after construction commencement, the City shall have an option to repurchase the Real Estate (the "Completion Option"). To exercise the Completion Option, the City shall provide written notice as set forth above within one hundred eighty (180) days after the expiration of the two (2) year period. The repurchase, as described in this Section 4.3, shall occur within sixty (60) days of delivery of the Notice of Exercise of Option and shall not be delayed or made ineffective because the Developer may commence construction after the Commencement Option has already been exercised.

b. Terms of Repurchase. If the City exercises any of the options described in this Section 4.3, at repurchase closing, the Developer shall tender a warranty deed free and clear of all liens and encumbrances except municipal and zoning ordinances, recorded easements for public utilities and covenants approved by the City, in exchange for a sum equal to the Adjusted Basis for the property at time of repurchase for the Real Estate less any unpaid real estate taxes, the proration for the current year's real estate taxes, and the title insurance premium. Developer shall provide the City with a title insurance policy for the purchase price or no less than the minimum amount for which an adequate policy can be written at Developer's expense. Developer is deemed to consent to enforcement of the options described in this Section 4.3 by specific performance in favor of the City.

ARTICLE V
MISCELLANEOUS PROVISIONS

5.1 Assignment. Developer may not assign its rights or obligations under this Agreement without the prior written consent of the City. Developer shall provide not less than forty-five (45) days advance written notice of any intended assignment.

5.2 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.

5.3 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.

5.4 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 ninety (90) days.

5.5 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.

5.6 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 ninety (90) days. The City Department of Planning, Development and Assessment shall otherwise oversee the day-to-day operations of this Agreement.

5.7 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
400 La Crosse Street
La Crosse, WI 54601

With a copy to: Attn: Director of Planning, Development and Assessment
400 La Crosse Street
La Crosse, WI 54601

To the Developer: Jeff and Jill Murphy
W3069 Kreibich Coulee Rd.
Coon Valley, WI 54623

5.8 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 both 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.

5.9 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 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 the 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.

5.10 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.

5.11 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.

5.12 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.

5.13. Memorandum of Agreement; Recording. Promptly upon its acquisition of the Real Estate and prior to the recording of any mortgage or other security instrument against any portion of the Real Estate, the Developer agrees that the City may 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.

5.14. 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.

5.15. Amendments. No agreement or understanding changing, modifying or extending this Agreement shall be binding upon either party unless in writing, approved and executed by the City and Developer.

5.16. 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.

5.17. 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.

5.18. 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 Developer whether or not herein enumerated.

5.19. 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.

5.20. 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 Community Development Committee. 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 the 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 the Agreement ("Signature Date").

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed and sealed by duly authorized representatives of Developer and the City this _____ day of _____, 2024.

_____
Jeff Murphy

_____
Jill Murphy

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

Personally, came before me this ____ day of _____, 2024, the above-named Jeff and Jill Murphy to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Print: _____
Notary Public - State of Wisconsin
My Commission expires: _____

CITY OF LA CROSSE, WISCONSIN: (SEAL)

_____
, Mayor

_____
, City Clerk

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

Personally, came before me this _____ day of _____, 2024, the above-named, Mayor and , City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same,

_____
Print: _____
Notary Public - State of Wisconsin
My Commission expires: _____

Exhibit A
Legal Description

Lot 4 of Certified Survey Map No. 12, in the City of la Crosse, La Crosse County, Wisconsin, recorded in the Office of the La Crosse Register of Deeds as Document No. 1805951

Property PIN per tax roll: 17-10104-23

Exhibit B
Description of Project/Master Plan

The historic Fire Station 4 was built in 1940 and completed in 1941. This is currently the oldest fire station in La Crosse that is still in service. The Eclectic/Tudor style building was designed to blend into the neighborhood by Architect J. Mandor Matson and constructed by Peter Nelson & Sons. In 2020, the building was in such poor condition that demolition was considered. The Historical Preservation Commission proposed that the La Crosse City Council save the building, resulting in the property being saved from the wrecking ball. With the fate of the building secured, the new fire station next door was designed with similar brick and stone features to pay respect to the original station. This makes the restoration even more important for the future of the city owned building and the neighborhood. This proposal is intended to restore as much of the original fire station design and character as possible. The old station is a treasure for historians, fire buffs and current firefighters, but the current condition requires that substantial repairs be completed. The most critical of these repairs are needed for the leaks, the deteriorating windows, and the lack of adequate insulation throughout the building. The lot size has been reduced to 87.6'x88', to accommodate the new fire station that has been built to the west of the current station. This significantly affects the value of the real estate and has an impact on the availability of off-street parking. The building will be purchased by Jeff and Jill Murphy. The space will be divided into two residential units: an owner-occupied main floor unit, and a second floor one-bedroom apartment that will be available at market rates. Newly hired firefighters regularly look for temporary housing prior to finding permanent housing, and this property could potentially serve that market. Both units will maintain nearly all of the original floor plan to pay tribute to the original firehouse design. Fire poles will remain visible but sealed for energy efficiency and safety. An emphasis will be placed on maintaining the aesthetic of a firehouse. Fundraising and volunteering will continue to be a passion for the owners. Designs will include personal and loaned fire artifacts to pay tribute to the history of the building, and friends will be periodically invited to enjoy the historic space while raising funds for our favorite charities. Work will begin immediately after the closing of the property and conclude within 14 months of the closing date. The owner would propose that the property be nominated for the National Registry of Historic Places.

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3. Restoration Plan

Exterior

The exterior brick and stone will be restored by cleaning the brick surface, replacing missing brick, and tuckpointing areas in need of repair. The limestone will have injection epoxy and restoration mortar applied where deterioration exists.

Porch windows will be restored by cleaning, priming, and reglazing. Rotted boards will be repaired or replaced. The garage door will be replaced with a period style overhead door. The only significant exterior modification would be the replacement of the rear stair landing window with steel steps and a door as seen in the photo below.

Limited modifications would be needed for the living quarters to be divided into two units. The main floor owner-occupied unit would require that one wall be removed to create an adequately sized bedroom. The kitchen and main bath would require complete renovation, with the replacement of major mechanicals throughout, and to be brought up to current code. Historical fire department features would be restored and used in the design, including the fire poles, alarm speakers, and gear lockers. The second-floor unit is currently one large open space (the “bunk room”), apart from the bath/locker room. Bedroom walls would be constructed to meet current code and a kitchen would be added to the space. The ceilings are crumbling and will need to be removed and replaced, along with many of the walls where leaks have occurred. The partial basement has always been a utilitarian space and will remain that way. Leaks will be addressed with appropriate water control techniques.

Exhibit C. Construction Schedule

January 2025.	**Closing of property, design, & permits**
March 2025.	**Demo & asbestos flooring removal**
June 2025.	**Window replacement**
Sept 2025.	**Mechanical rough-in**
Jan.1 2026.	**Insulation & drywall**
March 2026.	**Porch restoration**
July 1. 2026.	**Landscaping**
Oct 1 2026.	**Interior finishes**
Dec. 2026.	**Project completion**

CITY OF LA CROSSE
PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (hereinafter "Agreement" or "Offer") is made by and among Jeff Murphy and Jill Murphy, a married couple who are both residents of Wisconsin (together, "**Buyer**"), as buyer, who agrees to purchase from the **City of La Crosse** ("**City**"), as seller, and City agrees to sell to Buyer, on the terms and conditions herein, the City's right, title, and interest in the following property in La Crosse, Wisconsin (the "**Property**"):

Legal Description: Lot 4 of Certified Survey Map No. 12, in the City of La Crosse, La Crosse County, Wisconsin, recorded in the Office of the La Crosse Register of Deeds as Document No. 1805951

Address: 906 Gillette St., La Crosse, WI 54603

Tax Key No.: 17-10104-23

The **Effective Date** of this Offer is November 14, 2024.

1. **Purchase Price**. Buyer offers to purchase the Property for **$32,500.00** ("**Purchase Price**") to be paid by Buyer to City by cashier's check, or wire transfer, at time of Closing, subject to customary pro-rations and deductions pursuant hereto (**"Net Price"**). The City may request that Buyer allocate the Net Price to City expenses as outlined on City's Closing document.
2. **Development Agreement.** Buyer is purchasing the Property to construct and complete a construction/development project on the Property (the "**Project**") as described within the concurrently executed Development Agreement (the "**Development Agreement**"). This Offer is contingent on Buyer agreeing to the Development Agreement to City's satisfaction and complying with all terms therein regarding pre-Closing matters, representations, preparations, estimates, plans, approvals and any additional requirements associated therewith.
   a. **Performance Duty; Deadlines; Performance Deposit; Performance Restrictive Covenant.** Buyer's performance duty is completing the Project on or before the date that is described within the Development Agreement (the "**Deadline**"). NOTE: The Deadline does not supersede or override the enforcement actions of other City Departments or regulatory authorities.
   b. Buyer agrees that, after Closing, Buyer may not convey the Property to another prior to Buyer obtaining the Permit; and the Deed shall also contain a Deed Restriction to that effect.
3. **Buyer certifies that Buyer**:
   a. has no outstanding accepted Offers to Purchase with City.
   b. has not acquired other property from City for which all required rehabilitation, repair, improvement or development has not been completed.
   c. Buyer certifies that Buyer (and its members) is not an employee of the City of La Crosse.
4. **Acceptance.** The City's Common Council authorized this transaction per the Council File identified in the City signature block below. City shall, if it signs and accepts, provide a fully signed copy of the Offer to Buyer. Buyer may withdraw the Offer at any time prior to delivery of the City's acceptance signature by sending a written notice of withdrawal to City.
5. **Broker.**

   There is no real estate Broker involved in this transaction.
6. **Offer Term; Closing**. The Offer shall commence on the **Effective Date** (see above) and be in effect until Noon on January 31, 2025 ("**Expiration Date**"). **Closing (**"**Closing"**) shall take place at City Hall, La Crosse, or at a title company or other mutually acceptable place, at a mutually acceptable time and date that will be on or before the **Expiration Date**. At Closing, Buyer and City agree to execute a Closing

Statement. In the City's discretion, City may have a title company of City's choosing to close the transaction, in which case Buyer shall pay the title company's closing fee.

7. **City Termination Right.** If in any such following event, City may terminate this Offer:
   a. Buyer fails to Close by the Expiration Date and pay per the Closing Statement; or
   b. Buyer, directly or indirectly, is in violation of City General Buyer Policies; or
   c. a contingency (see below) is not waived or satisfied by Closing.
8. **Contingencies.** This Offer and City's duty to Close are subject to the following "**Contingencies**":
   a. **City Buyer Policies.** Buyer being in compliance with City's General Buyer Policies.
   b. **Approvals.** Buyer obtaining, if applicable, BOZA approval for the Project and Property use.
9. **No Known Current Tenants.** City and Buyer are not aware of any current occupants or tenants at the Property.
10. **Property Condition; AS-IS; Environmental.**
    a. **AS IS.** City will convey the Property to Buyer at Closing in **AS-IS, WHERE-IS** condition, with no warranties or representations, express or implied, and with all faults and defects, including environmental conditions, known or unknown. Such provisions shall bar all tort, warranty, and misrepresentation claims – including any action based on non-disclosure. City has no disclosure requirements; Wis. Stat. Ch. 709 does not apply to this transaction (Wis. Stat. 709.01 (1) and 77.25 (2)). The Property *may*: contain lead-based paint, asbestos, underground storage tanks, or other environmental hazards; have shared water service; have buried rubble or other adverse geotechnical conditions; and/or be served by lead private or lead municipal water service lines. If the transaction closes, Buyer agrees to indemnify and hold City harmless from and against expense or claim regarding environmental matters or hazards (whether detected and known or undetected and unknown) that may be present at or affect the Property as of the date of Closing.
    b. **Reports.** Any scope of work, cost estimates, or data or information concerning the Property that City may have provided to Buyer, including any such information provided in the RFP process, are for informational purposes only. City does not warrant the content or conclusions of same, and provision of such does not change the "AS-IS, WHERE-IS" nature of the transaction.
11. **Deed; Restrictive Covenants; Recording**. Upon delivery of the Net Price by Buyer, at Closing, City shall convey the Property to Buyer by Quit-Claim Deed ("**Deed**") in the form attached as **EXHIBIT A**, subject to and including the restrictions therein. Promptly after Closing, the Deed shall be recorded, at Buyer's expense, by City (or if City has a title company close the transaction, the Deed shall be recorded by the title company). Buyer shall provide City (or title company as the case may be) with a check at Closing for recording charges as directed on the Closing Statement.
12. **Title and Insurance.** If Buyer obtains a title insurance commitment for the Property, Buyer's review and approval of a current title insurance commitment for the Property showing status of title shall meet with Buyer's reasonable approval. City has no duty to provide to Buyer a title report, title insurance commitment or title insurance policy. Buyer (if it wants title insurance) shall obtain a current title insurance commitment for the Property at Buyer's cost and promptly provide City with a copy, including any updates, and any endorsements.
13. **Legal Possession; Occupancy.** Legal possession and occupancy of the Property shall be delivered to Buyer at Closing subject to the terms and conditions contained herein. (and subject to the leases described above (if any) and the tenants' rights thereunder).
14. **Special Assessment Letters**. City provided, or will provide to Buyer, City's internal special assessment letters. If City has a title company close the transaction, City may have the title company provide the special letters to Buyer, and Buyer shall then pay the title company's service fee. Any special charge or special assessment, or amount owing to City (whether for City sewer or water service or otherwise) shall be paid by Buyer at Closing.
15. **Transfer Fee**. No real-estate-transfer fee shall be due at Closing per Wis. Stat. 77.25 (2). Buyer shall cooperate by providing to City information needed for completion of a transfer return and/or E-return.

16. **Personal Property.** City is not responsible for any personal property existing at the Property at Closing. Buyer understands that City acquired the Property by property-tax foreclosure under Wis. Stat. 75.521, but that City did not acquire the personal property by property-tax foreclosure.
17. **Successors and Assigns.** Once this Offer is accepted by City, this Offer binds and inures to the benefit of the parties hereto and their successors and assigns. However, Buyer may not assign any rights, or obligations under this Offer without City's written consent.
18. **Facsimile/Email and Counterparts.** This Offer may be executed in one or more counterparts. Facsimile, email, or PDF signatures shall be accepted as originals.
19. **Entire Agreement; Amendment.** This Offer constitutes the entire agreement between the parties concerning the Property and City conveyance of same to Buyer, and all prior statements, written or oral, are terminated and of no effect. This Offer may only be amended by a written agreement signed by all the parties hereto. Buyer acknowledges that any prior right of entry, site control authorization, or exclusive right to negotiate extended to Buyer or any person or entity affiliated with it has, and is, terminated.
20. **Severable.** The terms and provisions of this Offer are severable such that the invalidity or unenforceability of any term or provision shall not affect or impair the validity or enforceability of the remaining terms and provisions.
21. **Survival (no merger)**. The terms, provisions, and agreements herein shall survive Closing and delivery and recording of the Deed.
22. **Notices.** All notices permitted or required hereunder shall be considered given
    a. upon receipt if hand-delivered by commercial courier or otherwise personally delivered,
    b. if sent by email, the notice shall be deemed given when sent as per the following and so long as the notice is successfully sent (i.e. the sender does not receive any error or inability to send notification), and
    c. within two business days of depositing same in the U.S. mail, postage-paid, addressed by name and address to the party intended as follows:

IF TO CITY:	IF TO BUYER:
Attn: City Clerk	Jeff Murphy and Jill Murphy
400 La Crosse Street	W3069 Kreibich Coulee Rd
La Crosse, WI 54601	Coon Valley, WI 54623

With a copy to:
Attn: Director of Planning, Development and Assessment
400 La Crosse Street
La Crosse, WI 54601

23. **Remedies**. Except as otherwise provided herein, in the event of a breach of this Offer, the non- breaching party shall have all rights and remedies available at law and in equity against the breaching party, including recovery of its reasonable attorney's fees from the breaching party. In the event of breach by Buyer at or prior to Closing, City may elect to terminate this Offer. City retains all rights, including all rights under Wis. Stat. 893.80.
24. **Addendum(s) is/are attached:**

__XX_ Exhibit A Quitclaim

__XX_ Development Agreement

___ Other: _____. If Addendum(s) exists, the terms therein are incorporated herein.

IN WITNESS WHEREOF, Buyer and City sign and enter this Purchase and Sale Agreement & Offer as of the **Effective Date**.

CITY: CITY OF LA CROSSE
By: _____
Name:
Title:
Common Council Resolution #

BUYER:
By: _____
Name: Jeff Murphy

By: _____
Name: Jill Murphy

EXHIBIT A

Document Number || QUIT CLAIM DEED

THIS QUIT-CLAIM DEED is made as of _____, 20__, by the CITY OF La Crosse (**"City"**), as Grantor, to _____ ("**Buyer**"), as Grantee.

This deed and conveyance are exempt from the Wisconsin Real Estate Transfer Fee. Wis. Stat. 77.25 (2).

1. Conveyance of Property. City conveys and quit-claims to Buyer, on an AS-IS, WHERE-IS basis, all of City's right, title, and interest in and to the following real estate in the City of La Crosse, La Crosse County, Wisconsin (the "**Property**"):

- Property Address:
- Legal Description:

  Lot 4 of Certified Survey Map No. 12, in the City of la Crosse, La Crosse County, Wisconsin, recorded in the Office of the La Crosse Register of Deeds as Document No. 1805951

Drafted by and Return to

City of La Crosse
Planning Department
400 La Crosse Street
La Crosse, Wisconsin 54601

Parcel Identification Number/Tax Key Number

Tax ID 17-10104-23

2. Restrictive Covenants. This conveyance is subject to the following restrictive covenants, the terms and conditions of which were material inducements to City conveying the Property to Buyer, and but for Buyer's acceptance of same by execution of a Purchase and Sale Agreement with City (that Purchase and Sale Agreement is herein called the "**Offer**"), City would not have conveyed the Property to Buyer. These restrictive covenants are binding on Buyer and Buyer's successors and assigns, including successor owners of the Property.

A. No Tax Exemption Restrictive Covenant. The Property must be taxable for property-tax purposes and no owner or occupant of any of the Property (or of any part of the Property) shall apply for, or seek, or accept, property-tax exemption, whether under Wis. Stat. 70.11 or otherwise, for the Property or any part thereof. This restriction may only be released by recording against the Property in the La Crosse County Register of Deeds Office ("**ROD Office**") a resolution passed by the City's Common Council by a 2/3 vote approving release.

B. Performance Restrictive Covenant. Buyer may not convey the Property to another prior to Buyer obtaining from the City a Certificate of Occupancy for the Property as required by the Offer. If the City has not recorded a "Notice of Violation" of this restrictive covenant in the ROD Office by **January 1, 2025,** then this Performance Restrictive Covenant shall automatically terminate of record with no need for the City to record in the ROD Office any separate satisfaction of this restrictive covenant.

C. Development Agreement. Additional covenants and restrictions exist pursuant to a concurrently executed Development Agreement, which includes provisions such as an option to repurchase and restriction on transfer of property to a not for profit entity.

IN WITNESS WHEREOF, City, as Grantor, signed this Deed as of the date first written above.

STATE OF WISCONSIN)
) ss
LA CROSSE COUNTY)

Personally came before me this ___ day of _____, 2024, the City signatory identified, to me personally known, who signed this document on behalf of the City and acknowledged the same.

_____
Notary Public, State of Wisconsin
Name Printed: _____
My commission expires: _____

City: CITY OF LA CROSSE

By:
_____
Name: _____
Department/Title:_____

Common Council Resolution No. 24-1007

Proposal for the:

FIRE STATION No. 4

906 Gillette

La Crosse, Wisconsin

March 4th, 2024

Respectfully submitted for your consideration by:

Jeff and Jill Murphy

Table of Contents

1. Introduction

The historic Fire Station 4 was built in 1940 and completed in 1941. This is currently the oldest fire station in La Crosse that is still in service. The Eclectic/Tudor style building was designed to blend into the neighborhood by Architect J. Mandor Matson and constructed by Peter Nelson & Sons.

In 2020, the building was in such poor condition that demolition was considered. The Historical Preservation Commission proposed that the La Crosse City Council save the building, resulting in the property being saved from the wrecking ball. With the fate of the building secured, the new fire station next door was designed with similar brick and stone features to pay respect to the original station. This makes the restoration even more important for the future of the city owned building and the neighborhood. This proposal is intended to restore as much of the original fire station design and character as possible.

The old station is a treasure for historians, fire buffs and current firefighters, but the current condition requires that substantial repairs be completed. The most critical of these repairs are needed for the leaks, the deteriorating windows, and the lack of adequate insulation throughout the building. The lot size has been reduced to 87.6'x88', to accommodate the new fire station that is being built to the west of the current station. This significantly affects the value of the real estate and has an impact on the availability of off-street parking.

The building will be purchased by Jeff and Jill Murphy. The space will be divided into two residential units: an owner-occupied main floor unit, and a second floor one-bedroom apartment that will be available at market rates. Newly hired firefighters regularly look for temporary housing prior to finding permanent housing, and this property could potentially serve that market. Both units will maintain nearly all of the original floor plan to pay tribute to the original firehouse design. Fire poles will remain visible but sealed for energy efficiency and safety. An emphasis will be placed on maintaining the aesthetic of a firehouse. Fundraising and volunteering will continue to be a passion for the owners. Designs will include personal and loaned fire artifacts to pay tribute to the history of the building, and friends will be periodically invited to enjoy the historic space while raising funds for our favorite charities. Work will begin immediately after the closing of the property and conclude within 14 months of the closing date. The owner would propose that the property be nominated for the National Registry of Historic Places.

2. Qualifications

I have been a member of the fire service for over 42 years. I have had an interest in fire history for most of those years. Since I started working as a firefighter for the city of La Crosse, I have preserved this city's fire history by moving our historic fire apparatus from building to building and collecting fire artifacts in the attic of this old station. My relationship with the Historical Society started when we cohosted a special exhibit of fire equipment at the Swarthout Museum. From there, we saved over 2,000 fire history photographs by having them preserved in the library archives. My retirement from the La Crosse Fire Department was effective March 1, 2024, after 28 years of service. My wife, Jill, and I agree that this is the right project for us at the right time in our lives. Her interest in fire history was ignited by the news that her great grandfather, Frank Webber, was killed in the line of duty in Winona, over 100 years ago. Frank Webber was an Assistant Chief on the Winona Fire Department and is recognized at the MN Firefighter Hall of fame.

Prior to my full-time career in the fire service, I was involved in the real estate business and had extensive experience in the rehabilitation of old homes. That experience got the attention of local leaders, and I was appointed to both the Housing and Rehabilitation Commission, as well as the Winona Board of Adjustments. Since then, I have built three new homes in the city of La Crosse, including one for my daughter just a few blocks away from Fire Station 4 on the city housing replacement building program.

My former development projects include the creation of a small subdivision and multiple home moves, including a 100-year-old brick two-story.

Elsen construction has an extensive background in the restoration of historic La Crosse area homes, including 1628 Madison Street and 3539 Ebner Coulee Road.

My brother's companies have restored 4 historic downtown properties including 120 Center Street and the former city hall building. James Murphy will advise on this project as well.

The remainder of the team consists of trusted local contractors that are listed with the bid documents in the cost estimates section.

3. Restoration Plan

Exterior

The exterior brick and stone will be restored by cleaning the brick surface, replacing missing brick, and tuckpointing areas in need of repair. The limestone will have injection epoxy and restoration mortar applied where deterioration exists.

Porch windows will be restored by cleaning, priming, and reglazing. Rotted boards will be repaired or replaced. The garage door will be replaced with a period style overhead door. The only significant exterior modification would be the replacement of the rear stair landing window with steel steps and a door as seen in the photo below.

Interior

Limited modifications would be needed for the living quarters to be divided into two units.

The main floor owner-occupied unit would require that one wall be removed to create an adequately sized bedroom. The kitchen and main bath would require complete renovation, with the replacement of major mechanicals throughout, and to be brought up to current code. Historical fire department features would be restored and used in the design, including the fire poles, alarm speakers, and gear lockers.

The second-floor unit is currently one large open space (the "bunk room"), apart from the bath/locker room. Bedroom walls would be constructed to meet current code and a kitchen would be added to the space. The ceilings are crumbling and will need to be removed and replaced, along with many of the walls where leaks have occurred.

The partial basement has always been a utilitarian space and will remain that way. Leaks will be addressed with appropriate water control techniques.

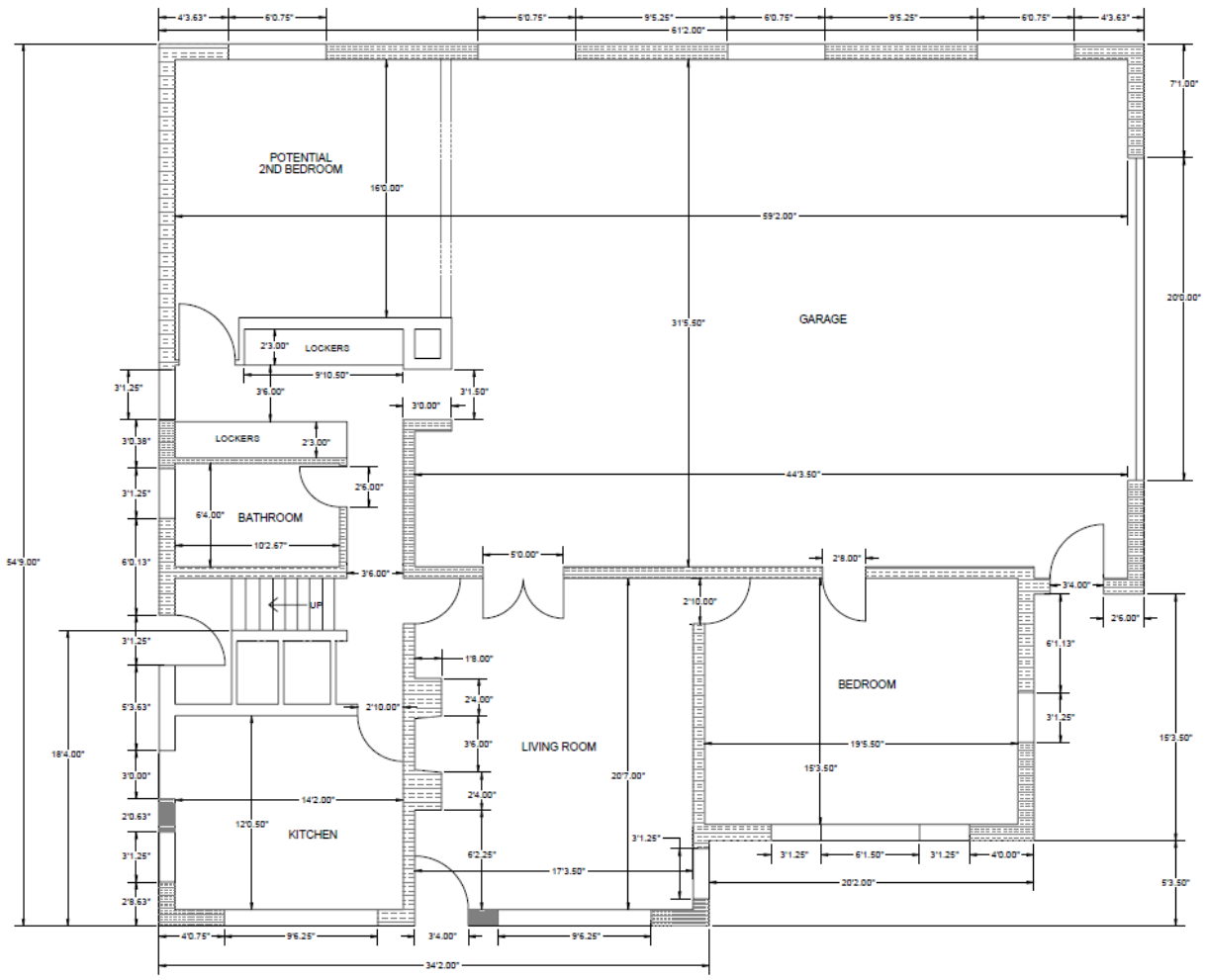
Energy Efficiency

Heating costs are exceptionally high with the combination of building materials that have been used in this building. The area that can benefit the most from increased insulation is the attic space. A significant amount of blown insulation would be used, along with a vapor barrier on the second floor. Complying with stringent energy standards such as LEED would likely require the project to lose compliance with Secretary of Interior's standards. Sustainability is a goal of both, but they differ substantially on what is defined as sustainable. We propose to use standards that maintain the same historic appearance that will also increase the energy efficiency. The building has a combination of new and old windows, including steel framed single pane windows, aluminum storm windows, and wood porch windows. The wood porch windows would be restored and replaced. Aluminum storm windows would be removed, and the remaining windows will be replaced with efficient double pane windows with the same 12 double hung pattern. The front door is original and will be restored, reglazed, painted, and have appropriate weather stripping applied.

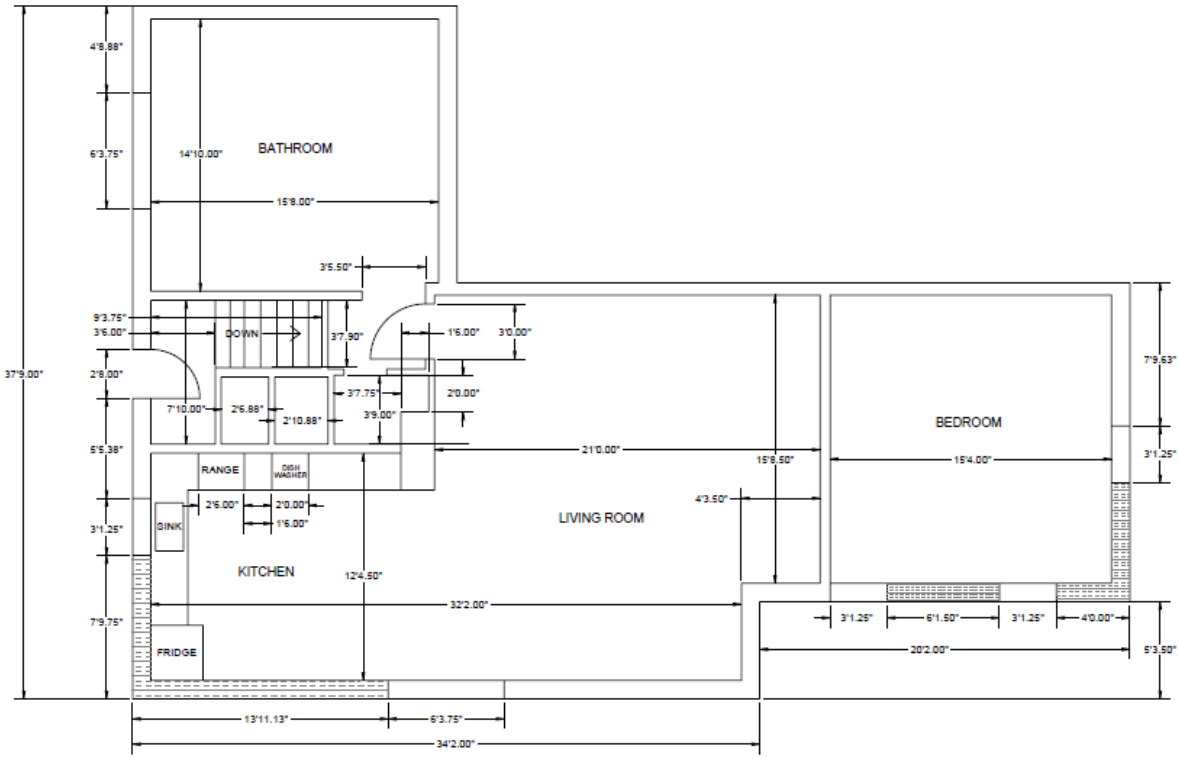
The masonry walls are uninsulated, and it is not typically a recommended practice to insulate previously uninsulated masonry walls. This results in the location of the dew point being within the wall and can lead to premature deterioration due to the freeze-thaw action. Recent studies have shown that limiting air infiltration, along with the addition of insulation, may limit the likelihood of future problems. Brick and block density will be evaluated to determine if the walls can be insulated, or if we can limit air infiltration alone.

Heating units will be replaced with more efficient model, separate for each unit. The water heater will be replaced with a more efficient model as well.

4. Floor Plan

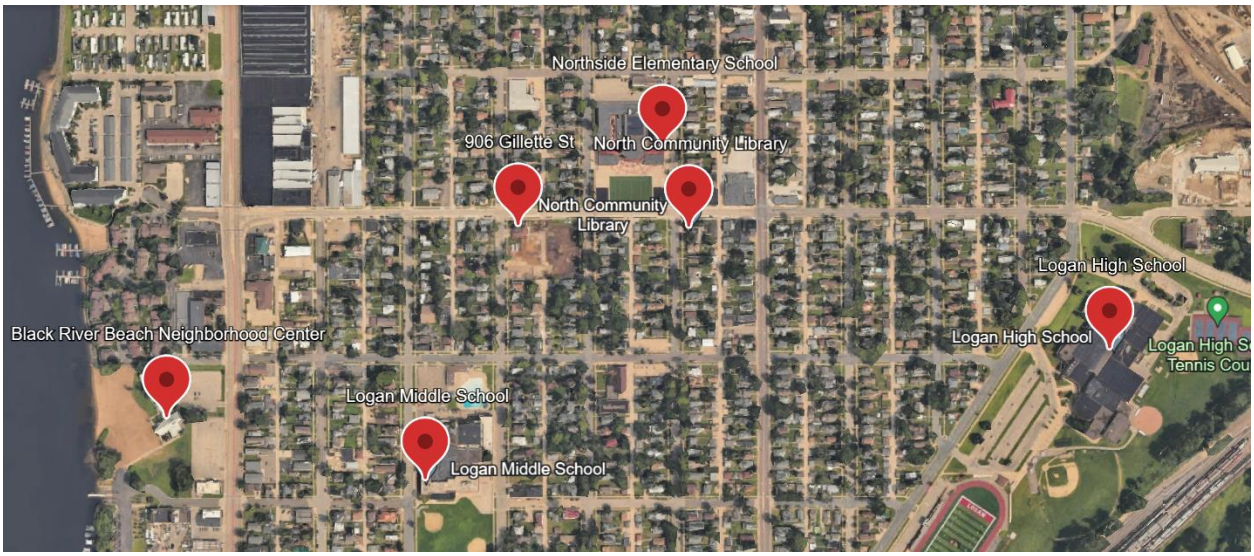


MAIN LEVEL



SECOND LEVEL

5. Site



DocId:8427377
Tx:4124176

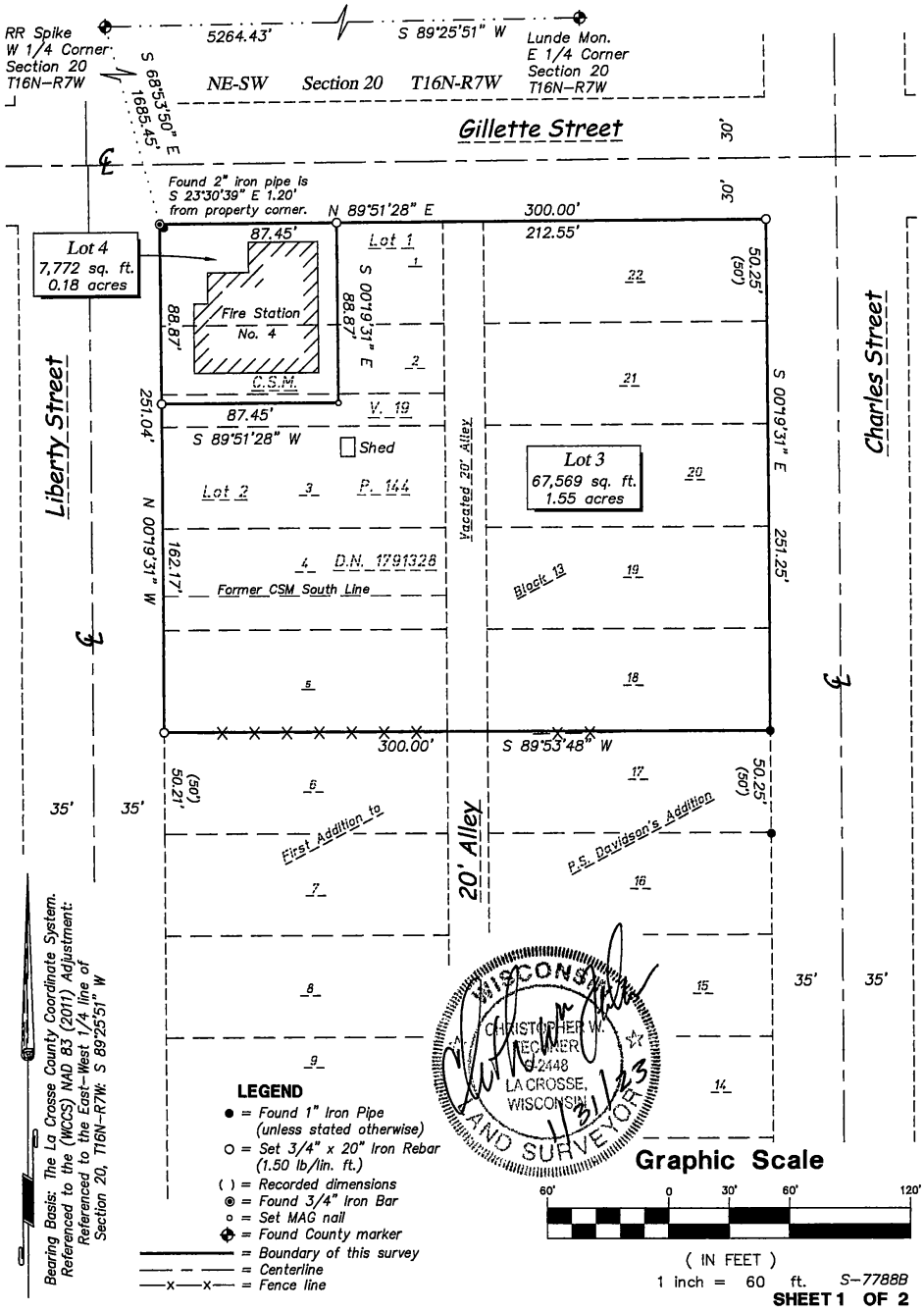
1805951
LACROSSE COUNTY
REGISTER OF DEEDS
ROBIN L. KADRMAS

RECORDED ON
03/23/2023 02:42 PM
PAGE COUNT: 2
VOLUME: 20 PAGE: 12

CERTIFIED SURVEY MAP No. ____

ALL OF

Lot 1 & Lot 2, C.S.M., Volume 19, Page 144, Document Number 1791328; Lots 5, 18, 19, 20, 21, 22 and the Vacated alley; Also part of Lot 4; Block 13, First Addition to P.S. Davidson's Addition; Located in the NE 1/4 - SW 1/4, Section 20, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin



S-7788B
SHEET 1 OF 2

6. Cost Estimates

Partial list of construction and rehabilitation costs shown below:

Soft Costs	$22,000
Walls, drywall- kitchens & bathrooms	$102,350
Windows & doors	$40,000
Electrical	$30,000
Plumbing	$38,000
Heat & Air	$23,000
Asbestos removal	$10,661
Roof replacement	$33,782

Bid Documents:

ESTIMATE

Prepared For

Jeff Murphy
(608) 769-9747

Elsen Construction

340 Driftwood Street
West Salem, Wisconsin 54669
Phone: (608) 386-0333
Email: laxfd11@yahoo.com

Estimate #	4
Date	03/04/2024

Description

Windows

15 double hung windows with 12 grid mullions (2 triple units, 11 single units, 2 double units)

Kitchen and countertops

Cabinets with quartz tops on kitchen and laminate tops on the other kitchen.

Tile shower

Install tile 5 foot shower including labor and materials

Tile flooring

Install 2 bathrooms with tile flooring

Construction Materials

Construction materials needed to frame rooms and new second floor entry

Dumpster

Dumpster for debries and waste (3)

Labor

Labor for framing, trim, window install, exterior steps, exterior painting all to match existing decor

Exterior steps

Custom steel steps to the exterior to access second floor

Sheetrock

Install new drywall to new framing and all necessary repairs needed with light orange peel to match existing texture

Subtotal	$102,350.00
Total	**$102,350.00**

Jeff Murphy

Quote

LA CROSSE
GLASS & OVERHEAD DOOR CO.
SINCE 1898

SINCE 1898
604 South Third Street
P.O.BOX 1073, LA CROSSE WISCONSIN 54602-1073
608 782-7620 PHONE
608 785-0392 FAX

To: La Crosse Fire Dept
Attn: Jeff Murphy

Date: 02/19/24
Project:
Station # 4 window replacement
Location:
Liberty St La Crosse WI

We hereby submit specifications and estimates for: **Supply and install storefront windows on the south face of the old Station # 4. New aluminum windows to be fixed Kawneer 451T thermally broken with Dark Bronze Anodized finish. Glass is to be 1" low-e IGU.**
The following to include all labor, materials, and equipment:

1. **Four (4) windows approximately 72" x 126" broken into four (4) panes with a 3x 4 bronze muntin grid.**
2. **Break metal perimeter around windows.**

Total amount for above: $16,581.00.

Alternates: To demo existing windows, add $3,171.00 to the above amount.

Items not included:
1. Cleaning and protection

Any alteration or deviation from the specifications herein agreed upon involving extra cost of labor and material will be executed only upon a written order for same and will become an extra charge over the sum mentioned in this contract.

SIGNED BY
Derek Pasch

THIS QUOTE IS VOID IF MATERIALS ARE NOT APPROVED TO ORDER IN 14 DAYS FROM QUOTE DATE.

T.D. PADESKY ELECTRIC

INCORPORATED

Serving Commercial & Industrial Since 1982

3/4/2024

Station 4 Remodel
Attn: Jeff Murphy

Electrical budget for the remodel of Station 4.

-Duplex meter socket
-(2) 200A panels
-Misc. outlets and switches
-Smoke/Heat detectors
-AC disconnects
-Range/Dryer wiring
-Electrical permit

Materials and Labor not to exceed.....$30,000.00

*No light fixtures included

Thanks,

Ryan Metzler

MAILING:
PO BOX 935
LA CROSSE, WI, 54602

CELL PHONE: 608-780-1895
OFFICE: 608-783-0737 | FAX: 608-783-0738
EMAIL: RMETZLER@PADESKYELECTRIC.COM

LOCATION:
2244 CUNNINGHAM ST
LA CROSSE, WI, 54603

Paul's Heating & Air Conditioning

Paul's

Hello, these are your estimates

Location: 906 Gillette Street, La Crosse, WI, 54603

JOB ID
44298305

BETTER - EL297V	GOOD - EL297E
Replace Horizontal Split Systems (Best)	Replace Horizontal Split Systems (Good)
Your Price	Your Price
$22,847.04	$18,263.04
Accept Estimate	View

Summary

NEW GAS FURNACE INSTALLATION INCLUDES THE FOLLOWING:
- Removal & disposal of the existing furnaces.
- Labor to install the new horizontal gas furnaces.
- Connect the new furnace to the existing supply air duct work and return air duct work.
- Connect the new furnace to the existing gas supply.
- Connect the new furnace to the existing high-voltage electrical wiring.
- Connect the new furnace to the existing PVC venting.
- Connect the new furnace to the new condensate pump.
- Startup of new furnace.
- Local permit included.
- Clean-up work area when finished.

NEW AIR CONDITIONER INSTALLATION INCLUDES THE FOLLOWING:
- Removal & disposal of the existing air conditioners.
- Labor to install the new air conditioners on the roof
- Connect the new indoor coil to the existing supply air duct work.
- Connect the new outdoor unit to the existing high-voltage electrical wiring.
- Connect the new indoor coil to the new condensate pump.
- Startup of new air conditioner.
- Local permit included.
- Clean-up work area when finished.

NOTE: We are not responsible for homeowner's internet router & phone app compatibility for Wi-Fi thermostats.

UTILITY REBATES: Rebates may be available from your utility provider(s). Contact us for details.

LNX-EL297UHV108 (W)

Your Price
$23,799.00

Lennox Elite Series Gas Furnace
- Two-Stage Heating w/ Variable-Speed Blower
- BTU Size: 135,000 / Blower Capacity: 5.0 ton
- AFUE Rating: 97.0%
- AHRI Ref #: 213185794

(2) EL297UH135XV60C Furnace (24X55)
(2) S40 Smart Thermostat (22V24)

Warranty
Furnace: 20-Year Heat Exchanger / 1-Year Parts & 1-Year Labor
Thermostat: 1-Year Parts & 1-Year Labor

Elite Series Air Conditioner
- Variable-Capacity Cooling
- BTU Size: 48,000 (4.0 ton)
- Sound Rating: 74 dBA
- SEER2 Rating: up to 17.4 / EER2 Rating: up to 11.5
- AHRI Ref #: 205998341

(2) EL18XCVS048-230 Outdoor Unit (19K15)
(2) CHX35-60D Cased Horizontal Indoor Evaporator Coil (16Y16)
Re-Use Existing Line Sets
Equipment Pad (X8109)

Warranty
Outdoor Unit: 5-Year Compressor / 1-Year Parts & 1-Year Labor
Indoor Evaporator Coil: 1-Year Parts & 1-Year Labor
Line Set: 1-Year Parts & 1-Year Labor
Equipment Pad: 1-Year Parts & 1-Year Labor

NOTE: This quoted price reflects installing this air conditioner at the same time as with any of the Lennox gas furnaces quoted.

View Less

DIS-100 (W)

Your Price
-$951.96

Cash/Check Payment 4% Discount

- available to customers who pay by cash or check for new equipment
- payment must be received within 30 days or discount will not apply

View Less

ABATEMENT SOLUTIONS INC.
ESTIMATE

NAME	PHONE #	COMPANY	DATE
JEFF MURPHY	608-769-9747	ABATEMENT SOLUTIONS INC.	2/9/2024
LACROSSE FIRE STATION # 4		STREET	
STREET		46652 RIVERVIEW DR.	REVISED
1542 LIBERTY STREET		CITY	
CITY		DRESBACH, MN 55947	
LACROSSE, WI 54601		PHONE #	E-MAIL
P.O. NUMBER		(608)385-4744	tnbute11@gmail.com

JOB NUMBER				
		HRS	PRICE	PERSONS
HOURLY RATE PER PERSON	$95.00	80	$7,600.00	2
		MILES		
TRIP CHARGE	$0.66	100	$66.00	
		LBS		
LANDFILL WASTE FEE	$0.09	4000	$350.00	
		QTY.		
AIR TESTS / BULK SAMPLES	$75.00	2	$150.00	
OVERHEAD		1655.77	$1,655.77	
DNR/DHS FEES		408	$408.00	
	EQUIP			
RENTALS	SUB-CONTR.	100	$100.00	
	HOTEL		$10,329.77	
MATERIALS		$331.58	FINAL	$10,661.35
			NET 15 DAYS	
			3% OF TOTAL EVERYDAY AFTER	

SCOPE OF WORK :

REMOVAL AND DISPOSAL OF APPROX: 956 SQ FT OF ASBESTOS VINYL FLOOR TILE, AND APPROX: 250 LN FT OF WINDOW GLAZING IN THE LACROSSE FIRE STATION # 4 LOCATED AT 1542 LIBERT STREET LACROSSE, WI 54601.

ABATEMENT SOLUTIONS INC. HEREBY RESERVES THE RIGHT TO RENEGOTIATE THE FINAL PRICE DUE TO ADDITIONS OR SUBTRACTIONS OF SCOPE OF WORK, WASTE AND DNR/DHS FEES , WHICH YOU WILL BE NOTIFIED PRIOR TO CHANGES. THIS ESTIMATE SPECIFICALLY EXCLUDES THE REINSULATION OF ALL PIPE RUNS OR FITTINGS REQUIRING INSULATION REMOVAL, ALL FLOOR TILE REPLACEMENT REQUIRING REMOVAL, AS WELL AS ALL EXTERIOR SIDING MATERIALS, SOFFITS, TRIMWORK, ETC., ALSO REQUIRING REMOVAL AS PART OF THE ASBESTOS ABATEMENT CONTRACT.

CUSTOMER SIGNATURE FOR ACCEPTANCE TO PROCEED:

1701 Miller Street
La Crosse, WI 54601

LEDEGAR ROOFING

LedegarRoofing.com

Phone: (608) 785-0901
Fax: (608) 782-1114

Roofing - Maintenance - Skylights - Wall Panels - Chimneys

February 14, 2024

Jeff Murphy
906 Gillette Street
La Crosse, WI 54603
608-769-9747

RE: Budgetary numbers for Station 4 Shingle Re-Roof

We propose all material and labor to provide the following:

1. Remove and dispose of one layer of existing shingles and all existing roofing materials.
2. Adhere GAF Weather Watch ice and water shield 6' up the eaves, in valleys and picture frame all roof penetrations.
3. Install GAF Deck Armor on remaining roof deck.
4. Install T-style drip edge metal at perimeter of roof. Color:_____
5. Nail down GAF Timberline HD shingles per manufactures specification. (see brochure) Color:_____
6. Install Timber Tex® hip and ridge cap.
7. Fabricate and install new 24 ga. pre-finished kynar coated steel wall flashing. Color:_____
8. Fabricate and install new 24 ga. pre-finished kynar coated steel chimney flashings. Color:_____
9. Protect home and landscaping from demolition materials, and clean up site.
10. Follow all OSHA safety procedures and N.R.C.A. roofing standards.
11. Include a 5 million dollar liability policy.
12. **Provide a GAF Golden Pledge 50 year non-prorated warranty with 25 year workmanship warranty.**

BID AMOUNT: Thirty-Three Thousand Seven Hundred Eighty-Two Dollars.....$33,782

Notes: Deteriorated decking may be replaced @ $3.25 sq ft if required.
Any re-sheeting would add additional charges.
If more then one layer of shingles found would add additional charges.

Payment terms: 10% non-refundable deposit down, weekly progress payments and balance upon completion. 18% APR applied to late payment. No winter conditions or snow removal included in this proposal. Notes: Ledegar Roofing reserves the right to exercise its lien rights if payment terms are breached. If we are required to set up scaffolding to protect your landscaping it will result in additional cost. Ledegar Roofing Company, Inc. will not be responsible and shall remain harmless of any damage to plants or landscaping. Ledegar Roofing Company, Inc. cannot be held responsible and will be held harmless of any internal damage which may occur due to vibrations during re-roofing. This proposal is based on the assumption that your driveway is of sufficient strength to set a dumpster on it, as well as a delivery truck to set shingles on the roof. Ledegar Roofing Co., Inc. will take every precaution possible to protect your driveway, but cannot be held responsible, and will be held harmless of any damage that may occur. The inability to use your driveway for staging will result in additional labor costs. **Proposal includes tax, permit, and dumpster.**

Acceptance of this proposal and terms by signing below

OWNER: _____ **DATE:** _____

This Proposal was prepared and submitted by Tony Maier

7. Acquisition Costs

The following factors have been considered during the process of creating this proposal, and the rehabilitation costs will likely exceed $300,000 to bring this building up to code and create functional spaces. The purchaser would be responsible for the 9" tile asbestos removal. The lot size has been reduced significantly to accommodate the new fire station next door, which has a significant effect on the property value.

A. After analyzing these factors, we propose offering the city $32,500 for the property at 906 Gillette as documented on the new certified survey map. Construction will begin within 1 month of closing and the parcel will return to the property tax rolls, generating tax base for the local tax base. Work will be created for local contractors, and a valuable piece of Northside history will be preserved.

B. The Seller (City of La Crosse)

For this project to be viable, the following items will be incorporated into the sale:

- The property will be successfully rezoned to R-2 zoning.
- Garage parking will be adequate for meeting the off-street parking requirement for both units.
- Closing will take place in August of 2024, unless postponement is required due to a reschedule of the completion of the new fire station next door.
- The city will produce video of the 6" sewer main to determine condition and need for potential replacement.

C. The buyers have adequate funds to complete the project which can be verified upon request.

8. Timeline

August 2024	Closing on property/ Nomination for historic registry
September 2024	Asbestos removal and wall removal/Demo
October 2024	Exterior doors & Mechanical
January 2025	Rough in mechanicals
April 2025	Drywall
May 2025	Window replacements
July 2025	Tile work
August 2025	Landscaping & finish materials
October 2025	Project completion

9. Contact Information

Jeff and Jill Murphy

W3067 Kriebich Coulee Rd.

Coon Valley WI 54623

Phone:608-769-9747

Email: murphyfire@gmail.com

Brian Elsen

Elsen Construction

West Salem WI 54669

608-386-0333

Email: Elsenconstruction.com

James Murphy

120 Center St.

Winona MN 55987

Phone:507-429-8051

Email: Jimmurphyrealestate@gmail.com

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 24-1007

Caption Resolution Approving Development Agreement and Sale Agreement with Jeff Murphy and Jill Murphy for Former Fire Station #4 at 906 Gillette St.

Staff/Department Responsible for Legislation

Andrea Trane, Department of Planning, Development and Assessment

Requestor of Legislation

Andrea Trane

Location, if applicable

906 Gillette Street,

Summary/Purpose

The purpose of this legislation is to sell this surplus property to Jeff and Jill Murphy and to have a signed development agreement to clarify the expectations of the development of this property.

Background

This property was declared surplus in 2023. Now that the new fire station is fully functional this property is no longer needed by the Fire Department. The ECDC reviewed and accepted the sole proposal from Jeff and Jill Murphy for the redevelopment of this property.

Fiscal Impact

$32,500 to General Revenue - Sale of Land

Staff Recommendation

Approval

Agenda Item 24-1007 (Andrea Trane)

Resolution Approving Development Agreement and Sale Agreement with Jeff Murphy and Jill Murphy for Former Fire Station #4 at 906 Gillette St.

General Location

906 Gillette Street, parcel #17-10104-21, Logan Northside Neighborhood Association, Council District 1.

Background Information

This property was declared surplus in 2023. Now that the new fire station is fully functional this property is no longer needed by the Fire Department. The ECDC reviewed and accepted the sole proposal from Jeff and Jill Murphy for the redevelopment of this property.

Recommendation of Other Boards and Commissions.

This proposal was approved by the ECDC on March 27, 2024 (#24-0347).

Consistency with Adopted Comprehensive Plan

This property is part of N-8, the Logan-Northside Neighborhood. Low Density Residential is a Desirable use.

Staff Recommendation

Approval.

Routing F&P 11.7.2024

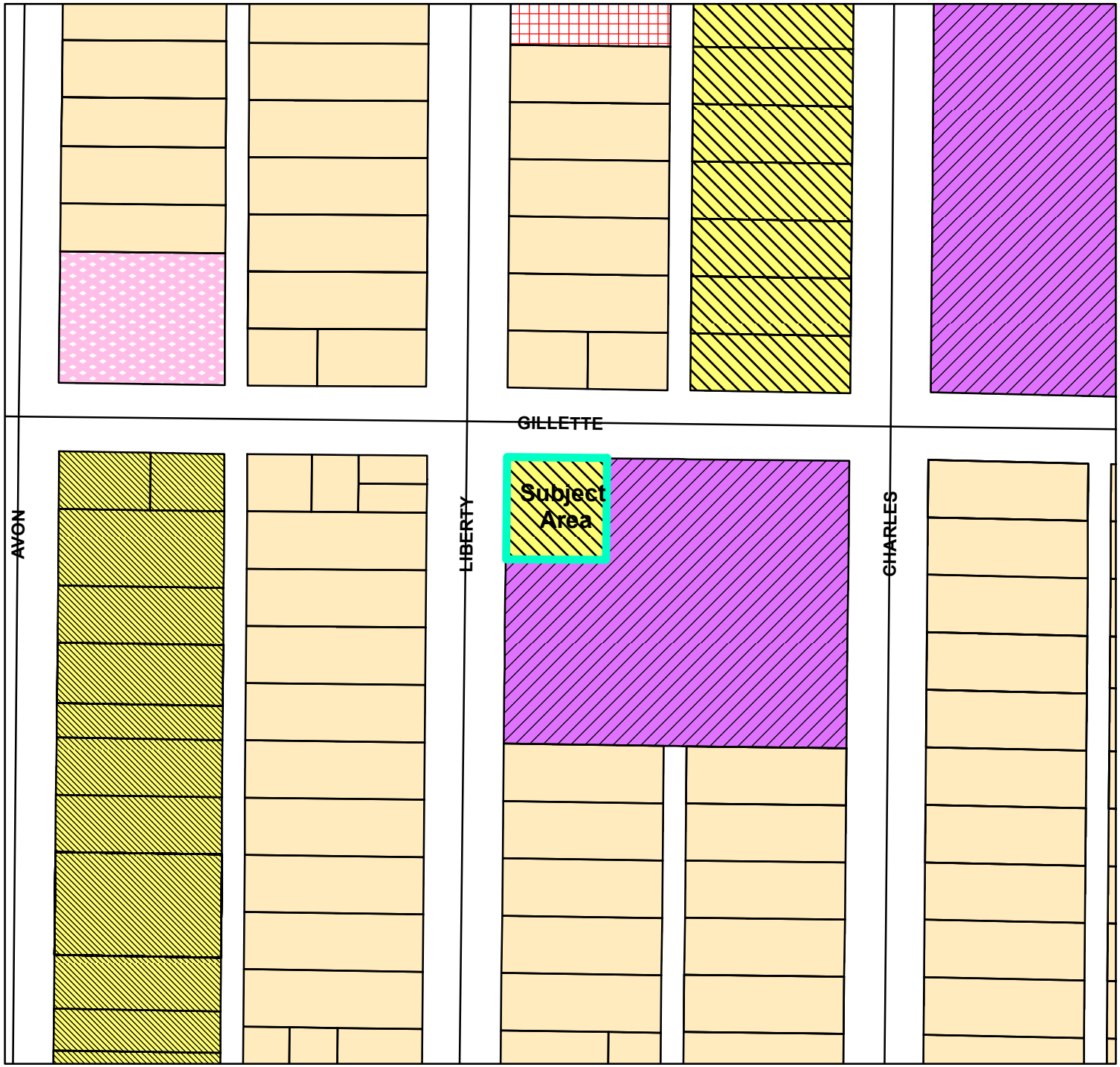
BASIC ZONING DISTRICTS

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

0 60 120 240 Feet

City of La Crosse Planning Department - 2024

PC 24-1007



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N W E S

0 60 120 240 Feet

City of La Crosse Planning Department - 2024

PC 24-1007

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-1092

Agenda Date: 11/7/2024 **Version:** 1 **Status:** New Business

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

CITY OF LA CROSSE, WISCONSIN

FEDERAL AND STATE
SINGLE AUDIT REPORTS

DECEMBER 31, 2023

CITY OF LA CROSSE, WISCONSIN

TABLE OF CONTENTS

DECEMBER 31, 2023

HAWKINS | ASH
CPAs

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE AND SCHEDULES OF EXPENDITURES OF FEDERAL AND STATE AWARDS AS REQUIRED BY THE UNIFORM GUIDANCE, FEDERAL AVIATION ADMINISTRATION, AND *STATE SINGLE AUDIT GUIDELINES*

To the Common Council
City of La Crosse, Wisconsin

Report on Compliance for Each Major Federal, State, and PFC Program

Opinion on Each Major Federal and State Program and the Passenger Facility Charge Program

We have audited the City of La Crosse, Wisconsin's ("City") compliance with the types of compliance requirements described in the OMB *Compliance Supplement,* Passenger Facility Charge Audit Guide for Public Agencies, issued by the Federal Aviation Administration ("PFC Guide"), and *State Single Audit Guidelines* issued by the Wisconsin Department of Administration, that could have a direct and material effect on each of the City's major federal and state programs and the passenger facility charge program for the year ended December 31, 2023. The City's major federal and state programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal and state programs and its passenger facility charge program for the year ended December 31, 2023.

Basis for Opinion on Each Major Federal and State Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States (Government Auditing Standards); the audit requirements of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), Passenger Facility Charge Audit Guide for Public Agencies, issued by the Federal Aviation Administration, and *State Single Audit Guidelines* issued by the Wisconsin Department of Administration. Our responsibilities under those standards, the Uniform Guidance, the PFC Audit Guide, and State single audit guidelines are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal and state programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Schedules of Expenditures of Federal and State Awards

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of La Crosse, Wisconsin as of and for the year ended December 31, 2023, and have issued our report, thereon, dated July 29, 2024, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying Schedule of Expenditures of Federal and State Awards, Federal Transit Administration Reconciliation, and Schedule of Passenger Facility Charges Collected and Expended are presented for purposes of additional analysis, as required by the Uniform Guidance, Passenger Facility Charge Audit Guide for Public Agencies, issued by the Federal Aviation Administration, and *State Single Audit Guidelines*, issued by the Wisconsin Department of Administration, and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Hawkins Ash CPAs, LLP

La Crosse, Wisconsin
September 23, 2024

CITY OF LA CROSSE, WISCONSIN
SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS
YEAR ENDED DECEMBER 31, 2023

GRANTOR AGENCY PASS-THROUGH AGENCY GRANT DESCRIPTION GRANT PERIOD AND NUMBER	ASSISTANCE LISTING NUMBER	PASS-THROUGH ENTITY IDENTIFYING NUMBER	PASSED THROUGH TO SUBRECIPIENTS	TOTAL FEDERAL EXPENDITURES	TOTAL STATE EXPENDITURES
U.S. DEPARTMENT OF COMMERCE					
Economic Development Cluster					
Investments for Economic Development Facilities	11.300	N/A	$ -	$ 28,316	$ -
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT					
CDGB - Entitlement Grant Cluster					
Community Development Block Grant	14.218	N/A	280,036	1,246,582	-
COVID 19 - Community Development Block Grant	14.218	N/A	-	228	-
Total CDBG - Entitlement Grant Cluster			280,036	1,246,810	-
Wisconsin Department of Administration - Division of Energy, Housing and Community Resources					
Home Investment Partnership Program	14.239	N/A	-	21,774	-
TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			**280,036**	**1,268,584**	**-**
U.S. DEPARTMENT OF THE INTERIOR					
WI Dept of Natural Resources					
Fish and Wildlife Cluster					
Wildlife Restoration and Basic Hunter Education	15.611	W-160-P-45	-	7,366	-
U.S. DEPARTMENT OF JUSTICE					
Direct Programs					
OFFICE OF JUSTICE PROGRAMS					
COVID 19 - Coronavirus Emergency Supplemental Funding Program	16.034	2020-VD-BX-0045	-	680	-
Violence Against Women Formula Grant - DART	16.588	15JOVW-22-GG-01845-ICJR	-	172,863	-
Body Worn Camera Policy Grant	16.835	2020-BC-BX-0030	-	18,489	-
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2020-DJ-BX-0632	-	21,597	-
Equitable Sharing Agreement - Seizure Funds	16.607	1121-0235	-	27,231	-
Criminal and Juvenile Justice and Mental Health Collaboration Program	16.745	15PBJA-22-GG-03010-MENT	-	17,625	-
Wisconsin Department of Justice					
Project Safe Neighborhood Grant	16.609	2020-PW-01-16561, 2021-PW-01-17205	-	15,826	-
TOTAL U.S. DEPARTMENT OF JUSTICE			**-**	**274,311**	**-**
U.S. DEPARTMENT OF TRANSPORTATION					
Federal Transit Cluster					
Federal Transit Administration					
Bus and Bus Facilities Program	20.526	WI-2019-007-01	-	46,408	-
Wisconsin Department of Transportation					
American Rescue Plan Act 2021 Allocation	20.507	WI-2022-035-01 FTA WI ARPA	-	421,487	-
American Rescue Plan Act 2021 Allocation	20.507	WI-2022-035-02 FTA MN ARPA	-	23,484	-
Federal Highway Administration Transit Cluster					
Federal Transit Formula/Section 9 Operational Assistance Grant	20.507/395.104	WI-2023-012-01, WI-2023-043-04, WI-2023-043-05,	-	2,933,333	1,228,135
Total Federal Transit Cluster			-	3,424,712	1,228,135

(Continued on page 6)

CITY OF LA CROSSE, WISCONSIN

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS - Continued

YEAR ENDED DECEMBER 31, 2023

GRANTOR AGENCY PASS-THROUGH AGENCY GRANT DESCRIPTION GRANT PERIOD AND NUMBER	ASSISTANCE LISTING NUMBER	PASS-THROUGH ENTITY IDENTIFYING NUMBER	PASSED THROUGH TO SUBRECIPIENTS	TOTAL FEDERAL EXPENDITURES	TOTAL STATE EXPENDITURES
U.S. DEPARTMENT OF TRANSPORTATION - Continued					
Federal Aviation Administration					
COVID-19 - Airport Improvement Program	20.106	LSE-GLG-3-55-003-049-2021	$ -	$ 807,992	$ -
COVID-19 - Airport Improvement Program	20.106	LSE-GLG-3-55-0030-046-2021	-	1,302,634	-
Total 20.106			-	2,110,626	-
TOTAL U.S. DEPARTMENT OF TRANSPORTATION			**-**	**5,535,338**	**1,228,135**
DEPARTMENT OF THE TREASURY					
American Rescue Plan Act - State and Local Fiscal Recovery Funds	21.027	N/A	603,284	4,792,222	-
Wisconsin Department of Administration					
Coronavirus State and Local Fiscal Recovery Funds - EMS Flex Grant	21.027	N/A	-	46,866	-
Coronavirus State and Local Fiscal Recovery Funds - LEA Safer Communities	21.027	N/A	-	147,580	-
TOTAL 21.027/DEPARTMENT OF THE TREASURY			**603,284**	**4,986,668**	**-**
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES					
Wisconsin Department of Health and Human Services					
Children's Health Insurance Program - Lead Paint Grant	93.767	435100-G23-LEADSAFEPRO-13	**-**	**239,519**	**-**
ELECTION ASSISTANCE COMMISSION					
HAVA Election Security Grant	90.404	N/A	**-**	**3,911**	**-**
U.S. DEPARTMENT OF HOMELAND SECURITY					
WI Dept of Natural Resources					
Boating Safety Financial Assistance	97.012	N/A	-	714	-
Federal Emergency Management Agency					
Assistance to Fire Fighters	97.044	EMW-2020-FG-12544	-	60,794	-
Assistance to Fire Fighters	97.044	EMW-2021-FG-02231	-	35,408	-
Assistance to Fire Fighters	97.044	EMW-2021-FG-05543	-	52,185	-
Total 97.044			-	148,387	-
TOTAL U.S. DEPARTMENT OF HOMELAND SECURITY			**-**	**149,101**	**-**

(Continued on page 7)

CITY OF LA CROSSE, WISCONSIN

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS - Continued

YEAR ENDED DECEMBER 31, 2023

GRANTOR AGENCY PASS-THROUGH AGENCY GRANT DESCRIPTION GRANT PERIOD AND NUMBER	ASSISTANCE LISTING NUMBER	PASS-THROUGH ENTITY IDENTIFYING NUMBER	PASSED THROUGH TO SUBRECIPIENTS	TOTAL FEDERAL EXPENDITURES	TOTAL STATE EXPENDITURES
WISCONSIN DEPARTMENT OF NATURAL RESOURCES					
Boating Enforcement	370.550	N/A	$ -	$ -	$ 8,403
RU Recycling Grant	370.670	N/A	-	-	167,808
RU Consolidation Grant	370.673	N/A	-	-	12,789
TOTAL WISCONSIN DEPARTMENT OF NATURAL RESOURCES			**-**	**-**	**189,000**
TOTAL AWARDS			**$ 883,320**	**$ 12,493,114**	**$ 1,417,135**

NOTE 1 - Basis of Presentation

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the City of La Crosse, Wisconsin and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the presentation of, the financial statements.

NOTE 2 - Summary of Significant Accounting Policies

Expenditures reported on the schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. City of La Crosse, Wisconsin has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 3 - Disclosure of Other Forms of Assistance

The City of La Crosse, Wisconsin received no federal awards of non-monetary assistance that are required to be disclosed for the year end December 31, 2023.

The City of La Crosse, Wisconsin had no federal loans or loan guarantees required to be disclosed for the year ended December 31, 2023.

CITY OF LA CROSSE, WISCONSIN
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
DECEMBER 31, 2023

Section I - Summary of Auditors' Results

Financial Statements

Type of auditors' report issued: Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? _____ Yes __X__ No
- Significant deficiency(ies) identified that are not considered to be material weaknesses? _____ Yes __X__ None reported

Noncompliance material to financial statements noted? _____ Yes __X__ No

Federal Awards

Internal control over major federal and state programs:

- Material weakness(es) identified? _____ Yes __X__ No
- Significant deficiency(ies) identified that are not considered to be material weakness(es)? _____ Yes __X__ None reported

Type of auditors' report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a) _____Yes __X__ No

Identification of federal major programs:

Assistance Listing Numbers	Name of Federal Program/Cluster
14.218	Community Development Block Grant – Entitlement Grants Cluster
21.027	Coronavirus State and Local Fiscal Recovery Funds

Identification of state major program:

395.104	Section 9 Operational Assistance Grant

Dollar threshold used to distinguish between
Type A and Type B federal and state programs: $750,000
Type A and Type B state programs: $250,000

Auditee qualified as low-risk auditee? _____ Yes __X__ No

Section II - Financial Statement Findings - None

Section III - Federal Award Findings and Questioned Costs - None

Section IV - Other Findings and Questioned Costs - None

Section V - Status of Prior Year Findings - None

Section VI - Other Issues

1.	Does the auditors' report or the notes to the financial statements include disclosure with regard to substantial doubt as to the auditee's ability to continue as a going concern?	No
2.	Does the audit report show audit issues (i.e., material non-compliance, non-material non-compliance, questioned costs, material weakness, significant deficiency, management letter comment, excess revenue or excess reserve) related to state awards with pass-through entities that require audits to be in accordance with the *State Single Audit Guidelines*	
	Department of Transportation	No
	Department of Natural Resources	No
3.	Was a Management Letter or other document conveying audit comments issued as a result of this audit? (Yes/No)	No
4.	Name and signature of partner	Joseph D. Haas, CPA Partner
5.	Date of report	September 23, 2024

CITY OF LA CROSSE, WISCONSIN

FEDERAL TRANSIT ADMINISTRATION RECONCILIATION
YEAR ENDED DECEMBER 31, 2023

ACCRUED BASIS REVENUE PER FINANCIAL STATEMENT/SINGLE AUDIT

Operating revenue		$ 639,349
Damage income		24,766
Dividends		27,833
Intergovernmental grants		4,979,504
Transfer from other funds		800,925
Other income		33,364
Intergovernmental charges		423,474
	REVENUE PER FINANCIAL STATEMENT/SINGLE AUDIT	6,929,215
Less:	Other revenue (contra expense)	26,413
	REVENUE PER NTD REPORT	**$ 6,902,802**

Expenses per single audit		$ 6,929,215
Add:	Depreciation expense	803,710
	EXPENSES PER FINANCIAL STATEMENT	7,732,925
Less:	Contra expenses	26,413
	EXPENSES PER NTD REPORT	**$ 7,706,512**

CITY OF LA CROSSE, WISCONSIN

SCHEDULE OF PASSENGER FACILITY CHARGES COLLECTED AND EXPENDED
YEAR ENDED DECEMBER 31, 2023

In accordance with the "Passenger Facility Charge Audit Compliance and Reporting Guide for Public Agencies", issued by the Federal Aviation Administration, the Passenger Facility Charges (PFC) program of the La Crosse Municipal Airport (LSE) has been included in the City of La Crosse's federal single audit. The following is a detailed schedule of PFC Collected and Expended:

	BUDGET	ACTUAL
BALANCE OF UNLIQUIDATED PFC REVENUE AS OF JANUARY 1, 2023		$ 301,944
REVENUE		
PFC collected		165,720
Interest earned		12,361
TOTAL REVENUE		178,081
EXPENDITURES		
Planning studies	$ 31,192	-
Runway safety project	29,253	-
Security access system	15,213	-
Taxiway safety improvements	80,351	-
Runway safety improvements	63,244	-
Land acquisitions	174,117	-
ARFF building and other safety items	94,695	-
ARFF vehicle replacement	16,134	-
PFC administrative costs	418,954	-
Snow removal equipment	2,944,642	-
Pavement evaluation and management system	10,259	-
Airfield sealcoating	64,507	-
Reconstruct runway 18/36 Phase I	144,454	-
Construct airport entrance sign	29,987	-
Reconstruct runway 18/36 Phases II & III	323,461	-
Approach lighting system	72,195	-
Airport master plan update	226,436	624
Ground level passenger loading bridges	48,161	-
Environmental assessment	100,000	-
Reconstruction of runway 13/31	38,844	-
Baggage handling system	400,000	-
Airport electrical upgrades - Phase I	44,500	-
Terminal development	75,000	-
Reconstruct taxiway B and east apron	70,027	-
Airfield electrical improvements	26,922	-
Aircraft rescue/firefighting	500,000	-
Taxiway G, H, F Reconstruction	380,000	-
Taxiway A Reconstruction, Phase I & II	49,026	-
Land use compatibility plan	115,000	-
Security enhancements	10,857	-
Non revenue producing parking lot	56,272	-
Access road reconstruction	691,288	-
Reconstruct perimeter road	69,234	-
Extension of Taxiway F	356,299	-
Runway 3/36 Reconfiguration	81,091	-
Mobile ADA lift	41,327	-
Commercial terminal bldg upgrades	4,983	-
Finger print equipment	7,605	-
Runway 18/36 pavement maintenance	71,240	-
Commercial terminal Bldg Upgrades-PH II	129,657	-
Commercial terminal Bldg Upgrades-PH III	3,715,313	222,750
Emergency Radio System Upgrade	236,000	-
Acquire Land for Runway Protection Zone	65,000	-
Wildlife Hazard assessment Management	1,849	-
Runway Lighting Rehab	70,000	-
Taxiway Lighting Rehab	100,000	-
Taxiway F Pavement Rehab	35,681	-
Perimeter Gate/Fencing Replacement	156,050	-
Terminal Apron Expansion & Rehab	150,000	784
Roof Rehabilitation, SRE Building	105,505	-
TOTAL EXPENDITURES	**$ 12,741,825**	224,158
BALANCE OF UNLIQUIDATED PFC REVENUE AS OF DECEMBER 31, 2023		**$ 255,867**

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-1131

Agenda Date: 11/7/2024 **Version:** 1 **Status:** New Business

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

Agenda Number: 11.

Resolution approving the partial vacation of the public street right-of-way on Chestnut Place.

RESOLUTION

WHEREAS, the public interest requires the partial vacation of certain surplus areas of public rights-of-way of streets and alleys within the corporate limits of the City of La Crosse, and

WHEREAS, such vacation should be done as expeditiously as possible; and

WHEREAS, a partial vacation has been initiated by the private owner of 3102 Chestnut Place, to vacate surplus public Right-of-Way and facilitate private development (planned Residential) for higher and best use and to create additional tax base; and

WHEREAS, the public Right-of-Way established for what is now dedicated as Chestnut Place was set at 150 feet, to presumably accommodate a four-lane, divided roadway, extended from CTH SS, as part of a plan for an additional north-south highway through the La Crosse River Marsh, and said plan is now obsolete; and

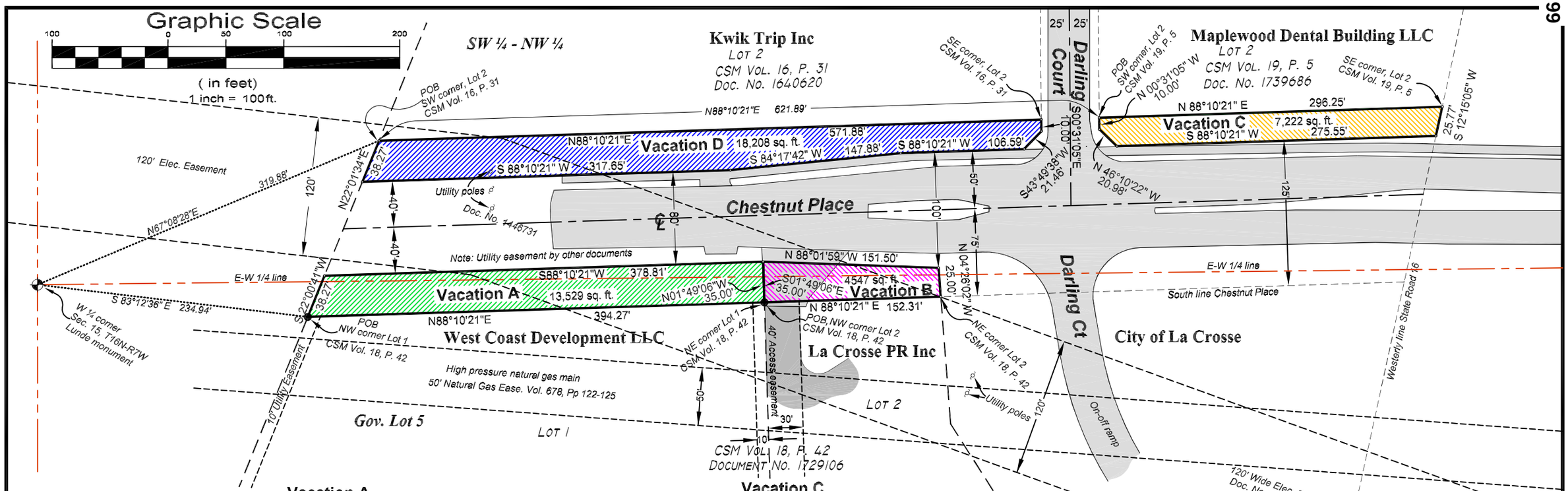
WHEREAS, the necessary space required to maintain a City roadway, with on-street parking, adequate boulevards (terraces), and public sidewalks, fits well within the recommended 80 foot Right-of-way after presumed vacation.

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

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

Adjacent Properties:

Tax Parcel	Owner Name	Property Address	Mailing Address	Mailing City State Zip
17-10315-612	KWIK TRIP INC	2835, 2837 2839, 2841 DARLING CT	PO BOX 2107	LA CROSSE WI 54602-2107
17-10315-613	CITY OF LACROSSE	DARLING CT	400 LA CROSSE ST	LA CROSSE WI 54601
17-10315-617	STATE OF WISCONSIN DOT	STATE ROAD 157	3550 MORMON COULEE RD	LA CROSSE WI 54601
17-10315-619	LACROSSE PR INC	3130 CHESTNUT PL	PO BOX 282	WATERLOO WI 53594
17-10315-622	MAPLEWOOD DENTAL BUILDING LLC	2830 DARLING CT	4607 ROYAL DR	EAU CLAIRE WI 54701
17-10315-626	WEST COAST DEVELOPMENT LLC	CHESTNUT PL	3152 33RD ST S	LA CROSSE WI 54601
17-10315-627	WEST COAST DEVELOPMENT LLC	CHESTNUT PL	3152 33RD ST S	LA CROSSE WI 54601
17-10315-628	WEST COAST DEVELOPMENT LLC	CHESTNUT PL	3152 33RD ST S	LA CROSSE WI 54601
17-10315-629	WEST COAST DEVELOPMENT LLC	3102 CHESTNUT PL	3152 33RD ST S	LA CROSSE WI 54601
17-10315-900	CITY OF LACROSSE	NONE LISTED	400 LA CROSSE ST	LA CROSSE WI 54601
17-10315-901	CITY OF LACROSSE	CHESTNUT PL	400 LA CROSSE ST	LA CROSSE WI 54601



Vacation A

Part of the SW ¼ of the NW ¼ and part of Government Lot 5, Section 15, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows:

Commencing at the West ¼ corner of said Section 15, thence S 83°12'36" E 234.94 feet to the northwesterly corner of Lot 1, Certified Survey Map, Volume 18, Page 42, Document No. 1729106 and the point of beginning;

thence N 88°10'21" E 394.27 feet to the northeasterly corner thereof;
thence N 01°49'06" W 35.00 feet;
thence S 88°10'21" W 378.81 feet;
thence S 22°00'41" W 38.27 feet to the point of beginning.

Subject to a 120 foot wide Electric easement as set forth in Document No. 1446731

Subject to any other easements, covenants or restrictions of record.

Containing 13,529 sq. ft.

Vacation B

Part of the SW ¼ of the NW ¼ and part of Government Lot 5, Section 15, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows:

Commencing at the West ¼ corner of said Section 15, thence S 83°12'36" E 234.94 feet to the northwesterly corner of Lot 1, Certified Survey Map, Volume 18, Page 42, Document No. 1729106; thence N 88°10'21" E 394.27 feet to the northwesterly corner of Lot 2, said CSM and the point of beginning;

thence N 88°10'21" E 152.31 feet to the northeast corner thereof;
thence N 04°26'02" W 25.00 feet;
thence N 88°01'59" W 151.50 feet;
thence S 01°49'06" E 35.00 feet to the point of beginning.

Subject to a 120 foot wide Electric easement as set forth in Document No. 1446731.

Subject to easements, covenants or restrictions of record.

Containing 4,547 sq. ft.

Vacation C

Part of the SW ¼ of the NW ¼, Section 15, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows:

Commencing at the West ¼ corner of said Section 15, thence N 67°08'28" E 319.88 feet to the southwest corner of Lot 2, Certified Survey Map, Volume 16, Page 31, Document No. 1640620; thence N 88°10'21" E 621.89 feet to the southwest corner of Lot 2, Certified Survey Map, Volume 19, Page 5, Document No. 1739686 and the point of beginning;

thence N 88°10'21" E 296.25 feet to the southeast corner thereof and the westerly line of State Road 16;
thence, along said westerly line, S 12°15'05" W 25.77 feet
thence S 88°10'21" W 275.55 feet;
thence N 46°10'22" W 20.98 feet;
thence N 00°31'05" W 10.00 feet to the point of beginning.

Subject to easements, covenants or restrictions of record.

Containing 7,222 sq. ft.

Vacation D

Part of the SW ¼ of the NW ¼, Section 15, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows:

Commencing at the West ¼ corner of said Section 15, thence N 67°08'28" E 319.88 feet to the southwest corner of Lot 2, Certified Survey Map, Volume 16, Page 31, Document No. 1640620 and the point of beginning;

thence N 88°10'21" E 571.88 feet to the southeast corner thereof;
thence S 00°31'05" E 10.00 feet;
thence S 43°49'38" W 21.46 feet;
thence S 88°10'21" W 106.59 feet;
thence S 84°17'42" W 147.88 feet;
thence S 88°10'21" W 317.65 feet;
thence N 22°00'41" E 38.27 feet to the point of beginning.

Subject to a 120 foot wide Electric easement as set forth in Document No. 1446731.

Subject to easements, covenants or restrictions of record.

Containing 18,208 sq. ft.

WISCONSIN
STEPHEN J. SOLBERG
S-1846
LA CROSSE
WIS
LAND SURVEYOR

EXHIBIT "A"

Surveyor's Certificate

I hereby certify that this survey, plan or report was prepared by me or under my direction and is correct to the best of my knowledge and belief.

Stephen J. Solberg, PLS 1846 — Date 8-21-2024 — Revised 10-14-2024

Vacation A

Part of the SW ¼ of the NW ¼ and part of Government Lot 5, Section 15, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows:

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thence S 88°10'21" W 378.81 feet;

thence S 22°00'41" W 38.27 feet to the point of beginning.

Subject to a 120 foot wide Electric easement as set forth in Document Number 1446731.

Subject to any other easements, covenants or restrictions of record.

Containing 13,529 sq. ft.

Vacation B

Part of the SW ¼ of the NW ¼ and part of Government Lot 5, Section 15, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows:

Commencing at the West ¼ corner of said Section 15, thence S 83°12'36" E 234.94 feet to the northwesterly corner of Lot 1, Certified Survey Map, Volume 18, Page 42, Document No. 1729106; thence N 88°10'21" E 394.27 feet to the northwesterly corner of Lot 2, said CSM and the point of beginning;

thence N 88°10'21" E 152.31 feet to the northeast corner thereof;

thence N 04°26'02" W 25.00 feet;

thence N 88°01'59" W 151.50 feet;

thence S 01°49'06" E 35.00 feet to the point of beginning.

Subject to a 120 foot wide Electric easement as set forth in Document No. 1446731.

Subject to easements, covenants or restrictions of record.

Containing 4,547 sq. ft.

Vacation C

Part of the SW ¼ of the NW ¼, Section 15, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows:

Commencing at the West ¼ corner of said Section 15, thence N 67°08'28" E 319.88 feet to the southwest corner of Lot 2, Certified Survey Map, Volume 16, Page 31, Document No. 1640620; thence N 88°10'21" E 621.89 feet to the southwest corner of Lot 2, Certified Survey Map, Volume 19, Page 5, Document No. 1739686 and the point of beginning;

thence N 88°10'21" E 296.25 feet to the southeast corner thereof and the westerly line of State Road 16;

thence, along said westerly line, S 12°15'05" W 25.77 feet

thence S 88°10'21" W 275.55 feet;

thence N 46°10'22" W 20.98 feet;
thence N 00°31'05" W 10.00 feet to the point of beginning.
Subject to easements, covenants or restrictions of record.
Containing 7,222 sq. ft.

Vacation D

Part of the SW ¼ of the NW ¼, Section 15, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows:

Commencing at the West ¼ corner of said Section 15, thence N 67°08'28" E 319.88 feet to the southwest corner of Lot 2, Certified Survey Map, Volume 16, Page 31, Document No. 1640620 and the point of beginning;

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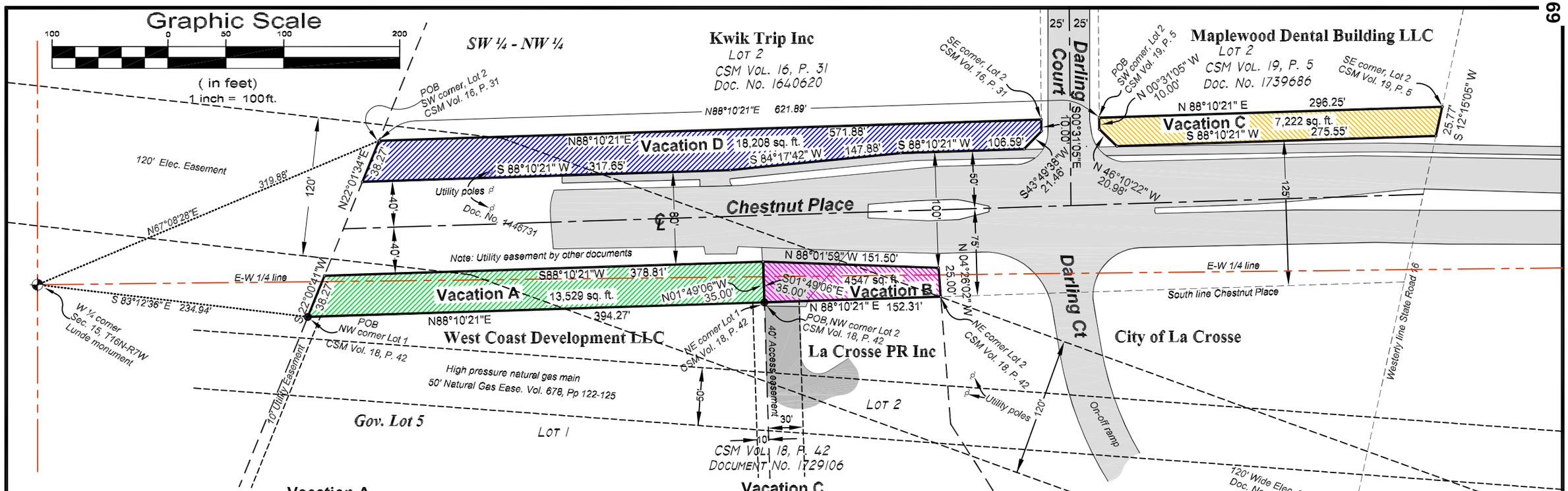
thence S 43°49'38" W 21.46 feet;
thence S 88°10'21" W 106.59 feet;
thence S 84°17'42" W 147.88 feet;
thence S 88°10'21" W 317.65 feet;
thence N 22°00'41" E 38.27 feet to the point of beginning.

Subject to a 120 foot wide Electric easement as set forth in Document No. 1446731.

Subject to easements, covenants or restrictions of record.
Containing 18,208 sq. ft.



Bearing basis: La Crosse County Coordinate System
E-W line of Sec. 15, T16N-R7W bears N 89°22'14" E
Section breakdown based, in part, on County Surveyor data.

Vacation A

Part of the SW ¼ of the NW ¼ and part of Government Lot 5, Section 15, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows:

Commencing at the West ¼ corner of said Section 15, thence S 83°12'36" E 234.94 feet to the northwesterly corner of Lot 1, Certified Survey Map, Volume 18, Page 42, Document No. 1729106 and the point of beginning;

thence N 88°10'21" E 394.27 feet to the northeasterly corner thereof;
thence N 01°49'06" W 35.00 feet;
thence S 88°10'21" W 378.81 feet;
thence S 22°00'41" W 38.27 feet to the point of beginning.

Subject to a 120 foot wide Electric easement as set forth in Document No. 1440731.

Subject to any other easements, covenants or restrictions of record.

Containing 13,529 sq. ft.

Vacation B

Part of the SW ¼ of the NW ¼ and part of Government Lot 5, Section 15, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows:

Commencing at the West ¼ corner of said Section 15, thence S 83°12'36" E 234.94 feet to the northwesterly corner of Lot 1, Certified Survey Map, Volume 18, Page 42, Document No. 1729106; thence N 88°10'21" E 394.27 feet to the northwesterly corner of Lot 2, said CSM and the point of beginning;

thence N 88°10'21" E 152.31 feet to the northeast corner thereof;
thence N 04°26'02" W 25.00 feet;
thence N 88°01'59" W 151.50 feet;
thence S 01°49'06" E 35.00 feet to the point of beginning.

Subject to a 120 foot wide Electric easement as set forth in Document No. 1440731.

Subject to easements, covenants or restrictions of record.

Containing 4,547 sq. ft.

Vacation C

Part of the SW ¼ of the NW ¼, Section 15, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows:

Commencing at the West ¼ corner of said Section 15, thence N 67°08'28" E 319.88 feet to the southwest corner of Lot 2, Certified Survey Map, Volume 16, Page 31, Document No. 1640620; thence N 88°10'21" E 621.89 feet to the southwest corner of Lot 2, Certified Survey Map, Volume 19, Page 5, Document No. 1739686 and the point of beginning;

thence N 88°10'21" E 296.25 feet to the southeast corner thereof and the westerly line of State Road 16;
thence, along said westerly line, S 12°15'05" W 25.77 feet
thence S 88°10'21" W 275.55 feet;
thence N 46°10'22" W 20.98 feet;
thence N 00°31'05" W 10.00 feet to the point of beginning.

Subject to easements, covenants or restrictions of record.

Containing 7,222 sq. ft.

Vacation D

Part of the SW ¼ of the NW ¼, Section 15, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows:

Commencing at the West ¼ corner of said Section 15, thence N 67°08'28" E 319.88 feet to the southwest corner of Lot 2, Certified Survey Map, Volume 16, Page 31, Document No. 1640620 and the point of beginning;

thence N 88°10'21" E 571.88 feet to the southeast corner thereof;
thence S 00°31'05" E 10.00 feet;
thence S 43°49'38" W 21.46 feet;
thence S 88°10'21" W 106.59 feet;
thence S 84°17'42" W 147.88 feet;
thence S 88°10'21" W 317.65 feet;
thence N 22°00'41" E 38.27 feet to the point of beginning.

Subject to a 120 foot wide Electric easement as set forth in Document No. 1440731.

Subject to easements, covenants or restrictions of record.

Containing 18,208 sq. ft.

WISCONSIN
STEPHEN J. SOLBERG
S-1846
LA CROSSE WIS
LAND SURVEYOR

EXHIBIT "A"

Surveyor's Certificate

I hereby certify that this survey, plan or report was prepared by me or under my direction and is correct to the best of my knowledge and belief.

Stephen J. Solberg, PLS 1846 — 8-21-2024 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: 24-1131

Caption: Resolution approving the partial vacation of the public street right-of-way Chestnut Place.

Staff/Department Responsible for Legislation

Kyle Coman, City Surveyor

Requestor of Legislation

Property owner, 3102 Chestnut Place

Location, if applicable

Chestnut Place, STH 16 to west terminus

Summary/Purpose

The purpose of the request to partially vacate the public street right-of-way of Chestnut Place, removing surplus areas on the north and south sides of the roadway, west of Highway 16, to provide for higher and better use as private development. Partial vacation would be adjacent to 3102 and 3130 Chestnut Pl and 2830 and 2841 Darling Ct. Private development would take place at 3102 Chestnut Pl.

Background

The partial vacation request was applied for by the property owner of 3102 Chestnut P. The request was approved by the BPW, 8/19/2024. Additional portions of Chestnut Pl are requested to be vacated, as the existing right-of-way width is 150', well over the 80' recommended by staff to maintain a 2-lane road (with parking), boulevards, and sidewalks. The existing width has been determined to be surplus for public needs, and would be of better and higher use for private development to generate tax base. The partial vacation is recommended to be contingent upon the execution and recording of necessary utility easements by the new private owners for utilities currently within the public R/W.

Fiscal Impact

Additional tax revenue due to the increase of private property area. Fees to be paid for by applicant.

Staff Recommendation

The legislation is recommended to be approved.

DISCONTINUANCE/VACATION OF PUBLIC RIGHT-OF-WAY

City of La Crosse - Engineering Department

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

Property Owner Name: West Coast Development LLC	Date: 7/17/2024
Mailing Address: 3152 33rd ST. S	
Phone: 608-317-9292	Email: VANAELSTYN.JOE@gmail.com

Description of street/alley sought to vacate:

Part of Chestnut Pl. North of 3102 Chestnut Pl. and 14 feet m/L from existing curb and extended curb line of unbuilt Chestnut Pl.

Reason for Request:

Add Additional Building Space + Provide Access To Property Not served by unbuilt Road.

A vacation of a public way is the process of discontinuing public use and returning dedicated public right-of-way to private property. Upon discontinuance, the right-of-way reverts to the owners of the adjoining land where the discontinued land originated or is equally divided between the owners on either side of the centerline of the discontinued public way. See statutory requirements (§66.1003, Wis. Stats) and the City's process.

PD BY CHK KL 7/17/24

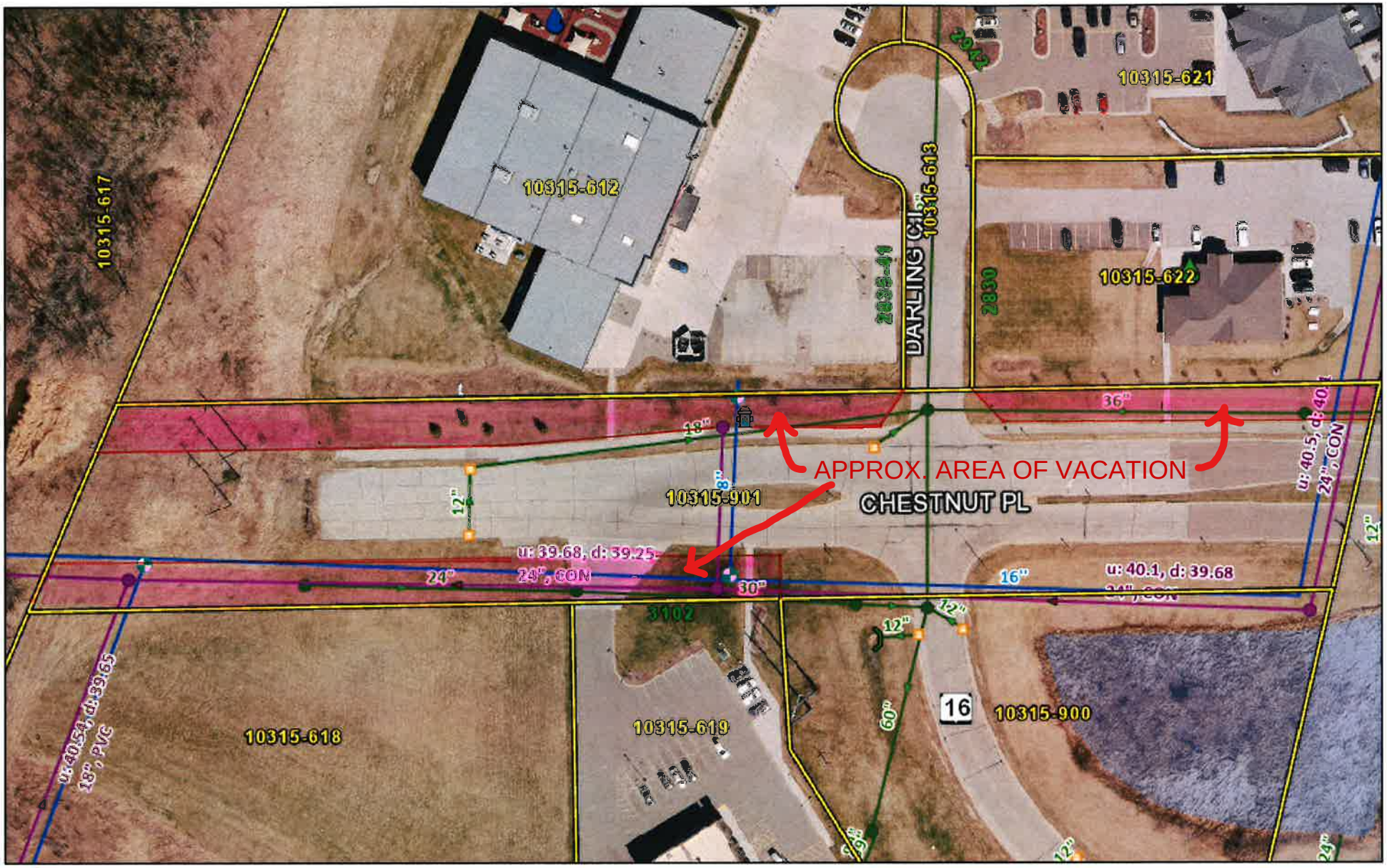
Required Items to submit:

- Application fee (nonrefundable) of **$750 (partial) or $1,500 (full)** payable to the "City of La Crosse"

I certify that I have reviewed the Municipal Code and understand all that is related to this permit request. I further certify that I have the full authority to make the foregoing application; the information in the application and the required submittals are complete and correct.

member	JOE VAN AELSTYN	7-17-2024
Signature of Owner:	Print Name of Owner:	Date:

City of La Crosse Infrastructure Map



8/12/2024, 2:29:35 PM

1:1,200

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0 0.01 0.03 0.06 km

Railroad
City Limits
Pools and Beaches
Boat Launch
Parks
Streams_Less12K
Stream Labels
Lakes_Less12K
Tax Parcels
Tax Parcels - Labels
Private Roads
Local Roads - Other
Local Roads - Collector
Local Roads - Arterial
Ramp
County Highways
State Highway
US Highways - Hwy 61 Shield Only
US Highways - Hwy 53
US Highways - Hwy 14-61
Interstate
Water Main
Pipe - Hydrant to Water Main
Taps
ACTIVE
STUBBED
Fire Hydrants
Water Valves
Storm Main
Storm Sewer Flow Arrow
Storm Outfall
Storm Catchbasin
Storm Manhole
Sanitary Main
Sanitary Main Flow Arrow
Sanitary Manhole
PK-12 Campuses
PK-12 School Locations
Surrounding Municipality Labels
Surrounding Municipalities

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

City of La Crosse

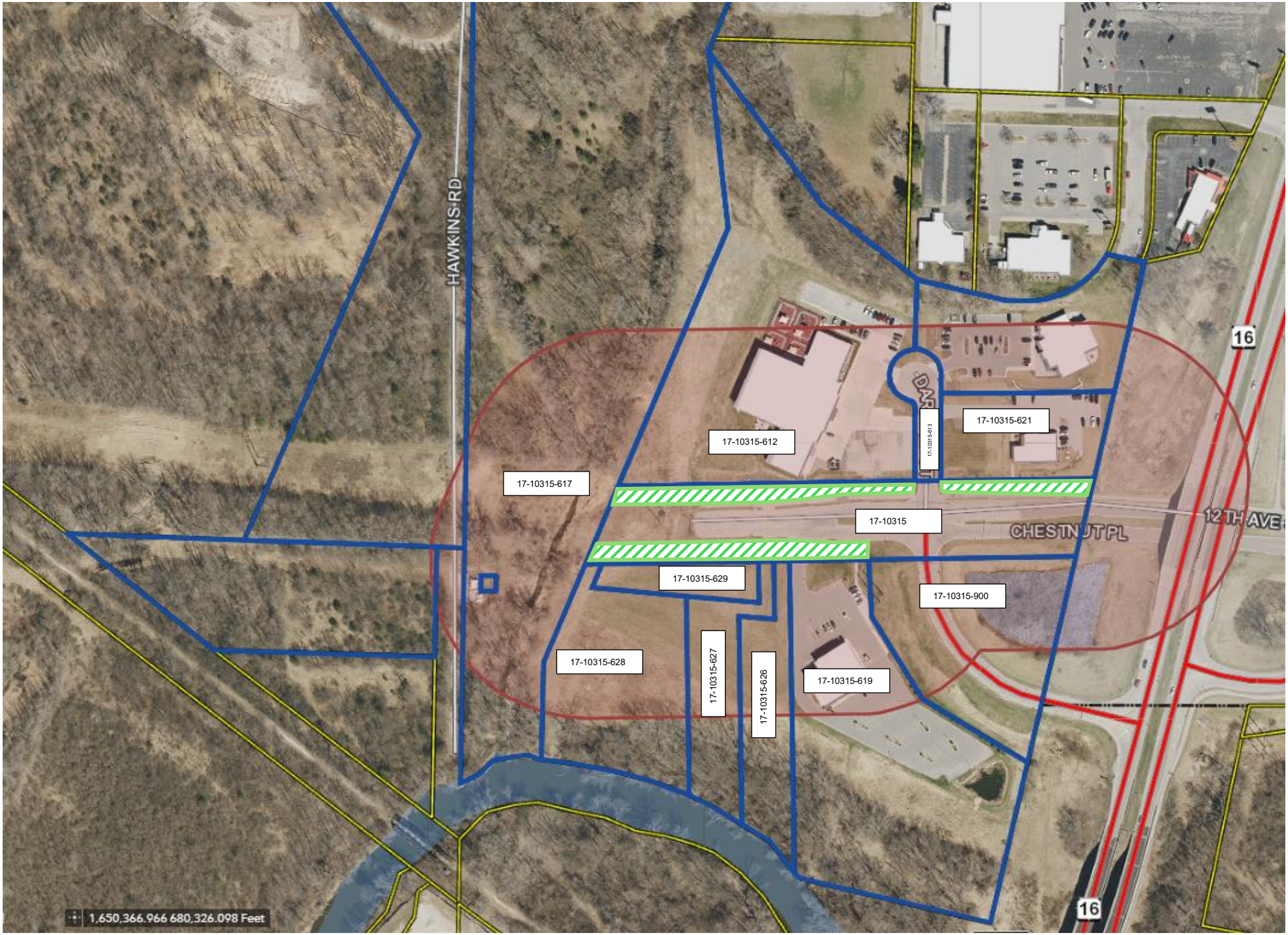
La Crosse County, City of La Crosse | La Crosse County | FEMA | City of La Crosse | CenturyLink |

Tax Parcel	OwnerName	PROPADDCOMP	Mailing Address	Mailing CityStateZip	Location	Personal Service Required
17-10315-613	CITY OF LACROSSE	DARLING CT	400 LA CROSSE ST	LA CROSSE WI 54601	Abutting	Not required
17-10315-900	CITY OF LACROSSE	NONE LISTED	400 LA CROSSE ST	LA CROSSE WI 54601	Abutting	Not required
17-10315-901	CITY OF LACROSSE	CHESTNUT PL	400 LA CROSSE ST	LA CROSSE WI 54601	Abutting	Not required
17-10315-612	KWIK TRIP INC	2835, 2837, 2839, 2841 DARLING CT	PO BOX 2107	LA CROSSE WI 54602-2107	Abutting	Yes
17-10315-619	LACROSSE PR INC	3130 CHESTNUT PL	PO BOX 282	WATERLOO WI 53594	Abutting	No - mailed
17-10315-622	MAPLEWOOD DENTAL BUILDING LLC	2830 DARLING CT	4607 ROYAL DR	EAU CLAIRE WI 54701	Abutting	No - mailed
17-10315-621	MAXIN LLC	2942, 2947, 2950 DARLING CT	950 OAK AVE N	ONALASKA WI 54650	Within Buffer Only	No - mailed
17-10315-600	NORTHERN NATURAL GAS COMPANY	3100 HAWKINS RD	PO BOX 3330	OMAHA NE 68103-0330	Within Buffer Only	No - mailed
17-10254-57	ORGANIC FOODS LLC	2801 HAWKINS RD	2850 LARSON ST	LA CROSSE WI 54603	Within Buffer Only	No - mailed
17-10254-75	STATE OF WISCONSIN DOT	3028 COUNTY ROAD SS	3550 MORMON COULEE RD	LA CROSSE WI 54601	Within Buffer Only	No - but included with parcel below
17-10315-617	STATE OF WISCONSIN DOT	STATE ROAD 157	3550 MORMON COULEE RD	LA CROSSE WI 54601	Abutting	Yes
17-10315-626	WEST COAST DEVELOPMENT LLC	CHESTNUT PL	3152 33RD ST S	LA CROSSE WI 54601	Abutting	Yes
17-10315-627	WEST COAST DEVELOPMENT LLC	CHESTNUT PL	3152 33RD ST S	LA CROSSE WI 54601	Abutting	Yes
17-10315-628	WEST COAST DEVELOPMENT LLC	CHESTNUT PL	3152 33RD ST S	LA CROSSE WI 54601	Abutting	Yes
17-10315-629	WEST COAST DEVELOPMENT LLC	3102 CHESTNUT PL	3152 33RD ST S	LA CROSSE WI 54601	Abutting	Yes

Properties within 300 feet of areas requested to be vacated. All property owners within the buffer receive notice of the public hearing & other associated meeting dates.

Personal Service of the notice is required for parcels abutting areas requested to be vacated when the mailing address is within the City of La Crosse.
Personal service is not required upon City of La Crosse (as property owner). Notices are mailed to all other property owners

Notice is also required to be sent to the Department of Transportation when the area requested to be vacated is within 1/4 mile of a state trunk highway or connection highway.



Properties within 300 feet of areas requested to be vacated. Abutting parcels have parcel numbers noted.

NOTICE OF HEARING TO VACATE A PORTION OF STREET

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

Vacation A: Part of the SW ¼ of the NW ¼ and part of Government Lot 5, Section 15, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows: Commencing at the West ¼ corner of said Section 15, thence S 83°12'36" E 234.94 feet to the northwesterly corner of Lot 1, Certified Survey Map, Volume 18, Page 42, Document No. 1729106 and the point of beginning; thence N 88°10'21" E 394.27 feet to the northeasterly corner thereof; thence N 01°49'06" W 35.00 feet; thence S 88°10'21" W 378.81 feet; thence S 21°00'41" W 38.27 feet to the point of beginning. Subject to a 120 foot wide Electric easement as set forth in Document No. 1440731. Subject to any other easements, covenants or restrictions of record. Containing 13,529 sq. ft.

Vacation B: Part of the SW ¼ of the NW ¼ and part of Government Lot 5, Section 15, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows: Commencing at the West ¼ corner of said Section 15, thence S 83°12'35" E 234.94 feet to the northwesterly corner of Lot 1, Certified Survey Map, Volume 18, Page 42, Document No. 1729106; thence N 88°10'21" E 394.27 feet to the northwesterly corner of Lot 2, said CSM and the point of beginning; thence N 88°10'21" E 152.31 feet to the northeast corner thereof; thence N 04°26'02" W 25.00 feet; thence N 88°01'59" W 151.50 feet; thence S 01°49'06" E 35.00 feet to the point of beginning. Subject to a 120 foot wide Electric easement as set forth in Document No. 1440731. Subject to easements, covenants or restrictions of record. Containing 4,547 sq. ft.

Vacation C: Part of the SW ¼ of the NW ¼, Section 15, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows: Commencing at the West ¼ corner of said Section 15, thence N 67°08'28" E 319.88 feet to the southwest corner of Lot 2, Certified Survey map, Volume 16, Page 31, Document No. 1640620; thence N 88°10'21" E 621.89 feet to the southwest corner of Lot 2, Certified Survey Map, Volume 19, Page 5, Document No. 1739686 and the point of beginning; thence N 88°10'21" E 296.25 feet to the southeast corner thereof and the westerly line of State Road 16; thence, along said westerly line, S 12°15'05" W 25.77 feet thence S 88°10'21" W 275.55 feet; thence N 46°10'22" W 20.98 feet; thence N 00°31'05" W 10.00 feet to the point of beginning. Subject to easements, covenants or restrictions of record. Containing 7,222 sq. ft.

Vacation D: Part of the SW ¼ of the NW ¼, Section 15, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows: Commencing at the West ¼ corner of said Section 15, thence N 67°08'28" E 319.88 feet to the southwest corner of Lot 2, Certified Survey Map, Volume 16, Page 31, Document No. 1640620 and the point of beginning; thence N 88°10'21" E 571.88 feet to the southeast corner thereof; thence S 00°31'05" E 10.00 feet; thence S 43°49'38" W 21.46 feet; thence S 88°10'21" W 106.59 feet; thence S 84°17'42" W 147.88 feet; thence S 88°10'21" W 317.65 feet; thence N 22°00'41" E 38.27 feet to the point of beginning. Subject to a 120 foot wide Electric easement as set forth in Document No. 1440731. Subject to easements, covenants or restrictions of record. Containing 18,208 sq. ft.

YOU ARE FURTHER NOTIFIED THAT a public hearing thereon will be held before the Finance and Personnel Committee of the Common Council on November 7, 2024 at 6:00 p.m. in the Council Chambers of City Hall, 400 La Crosse St. La Crosse St., at which time any and all may be heard for or against the vacation of said street.

Such matter will also be acted upon by the City Plan Commission at 4:00 p.m. on November 4, 2024 (public speaking is allowed), and by the Common Council on November 14, 2024 at 6:00 p.m., both meetings will take place in the Council Chambers at City Hall, 400 La Crosse St.

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

The above referenced Resolution and relevant attachments may be examined in the Legislative Information Center which can be accessed from the City website at www.cityoflacrosse.org (search for file 24-1131).

Dated this 1st of October, 2024.

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

- -

Published in the La Crosse Tribune on October 17, 24, and 31, 2024
One (1) Affidavit

Office of City Clerk

October 1, 2024

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

Re: Resolution approving the partial vacation of the public street right-of-way Chestnut Place.
See attached Exhibit A for legal descriptions and map.

Shift Commander:

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

Owner Name	Address	City State Zip
KWIK TRIP INC	1626 OAK ST	LA CROSSE WI 54603
STATE OF WISCONSIN DOT	3550 MORMON COULEE RD	LA CROSSE WI 54601
WEST COAST DEVELOPMENT LLC	3152 33RD ST S	LA CROSSE WI 54601

Please be advised that service needs to be made <u>no later than Tuesday, October 8, 2024</u>.

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

Please let me know if you have any questions.

Regards,

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

Office of City Clerk

October 1, 2024

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

Re: Resolution approving the partial vacation of the public street right-of-way on Chestnut Place.

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

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

Sincerely,

Nikki Elsen, WCMC
City Clerk

Enclosures

AFFIDAVIT OF PERSONAL SERVICE

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

Officer Jason Nesbit, being first duly sworn on oath, deposes and states as follows:

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

2. That on the 1st day of October, 2024, at 1826 Oak St, La Crosse, Wisconsin, I personally served a copy of the following documents:

Notice of Hearing to Vacate a Portion of Street or Alley

upon Courtney M. Slusser.
(name of person served)

#264 J. Nesbit
(Officer Serving Notice – must sign here in front of notary)

Subscribed and sworn to before me
this 1st day of October, 2024

Casey Michael Rossman, Notary Public
La Crosse County, State of Wisconsin
My Commission expires: 7/13/2026

CASEY MICHAEL ROSSMAN
Notary Public
State of Wisconsin

AFFIDAVIT OF PERSONAL SERVICE

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

Andrew J Adey, being first duly sworn on oath, deposes and states as follows:

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

2. That on the 1st day of October, 2024, at 3152 33rd St S, La Crosse, Wisconsin, I personally served a copy of the following documents:

Notice of Hearing to Vacate a Portion of Street or Alley

upon Joseph Van Aelstyn.
(name of person served)

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

Subscribed and sworn to before me
this 1st day of October, 2024

, Notary Public
La Crosse County, State of Wisconsin
My Commission expires: 7/13/2026

CASEY MICHAEL ROSSMAN
Notary Public
State of Wisconsin

CASEY MICHAEL ROSSMAN
Notary Public
State of Wisconsin

AFFIDAVIT OF PERSONAL SERVICE

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

Andrew J Adey, being first duly sworn on oath, deposes and states as follows:

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

2. That on the 1st day of October, 2024, at 3550 Mormon Coulee Rd, La Crosse, Wisconsin, I personally served a copy of the following documents:

Notice of Hearing to Vacate a Portion of Street or Alley

upon Marian Lisowski.
(name of person served)

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

Subscribed and sworn to before me
this 1st day of October, 2024

CASEY MICHAEL ROSSMAN
Notary Public
State of Wisconsin

, Notary Public
La Crosse County, State of Wisconsin
My Commission expires: 7/13/2026

CASEY MICHAEL ROSSMAN
Notary Public
State of Wisconsin

84

CITY CLERK
400 LA CROSSE ST
LA CROSSE WI 54601

RETURN SERVICE REQUESTED

Presort
First Class Mail
ComBasPrice

US POSTAGE PITNEY B
ZIP 54601 $ 000.62²
02 1W
0001399329 OCT 02 2024

24-1131

RECEIVED
OCT 10 2024
City
Clerk's
Office

MAXIN LLC
950 OAK AVE N
ONALASKA WI 54650

NIXIE 553 FE 1537 0010/09/24
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 54601337400 *0378-00094-09-29

UTF
60 HRCINDD 54650

DocId:8496537
Tx:4179758

Document Number	Document Title
	Lis Pendens

1825341
LACROSSE COUNTY
REGISTER OF DEEDS
ROBIN L. KADRMAS

RECORDED ON
10/01/2024 08:05 AM
PAGE COUNT: 4
EXEMPT #:
RECORDING FEE 30.00

#110
Recording Area

Name and Return Address
Nikki Elsen, City Clerk
400 La Crosse Street
La Crosse WI 54601

ELECTRONICALLY RETURNED

Parcel Identification Number (PIN)

Resolution approving the partial vacation of the public street right-of-way Chestnut Place.

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

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

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

In the Matter of the partial vacation of street right-of-way on Chestnut Place.

LIS PENDENS

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

LEGAL DESCRIPTION ATTACHED

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

Dated this 30th day of September, 2024.

This space is reserved for recording data

Return to

City Clerk
400 La Crosse St
La Crosse WI 54601

Parcel Identification Number/Tax Key Number

CITY OF LA CROSSE

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

Drafted by:

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

Resolution approving the partial vacation of the public street right-of-way on Chestnut Place.

RESOLUTION

WHEREAS, the public interest requires the partial vacation of certain surplus areas of public rights-of-way of streets and alleys within the corporate limits of the City of La Crosse, and

WHEREAS, such vacation should be done as expeditiously as possible; and

WHEREAS, a partial vacation has been initiated by the private owner of 3102 Chestnut Place, to vacate surplus public Right-of-Way and facilitate private development (planned Residential) for higher and best use and to create additional tax base; and

WHEREAS, the public Right-of-Way established for what is now dedicated as Chestnut Place was set at 150 feet, to presumably accommodate a four-lane, divided roadway, extended from CTH SS, as part of a plan for an additional north-south highway through the La Crosse River Marsh, and said plan is now obsolete; and

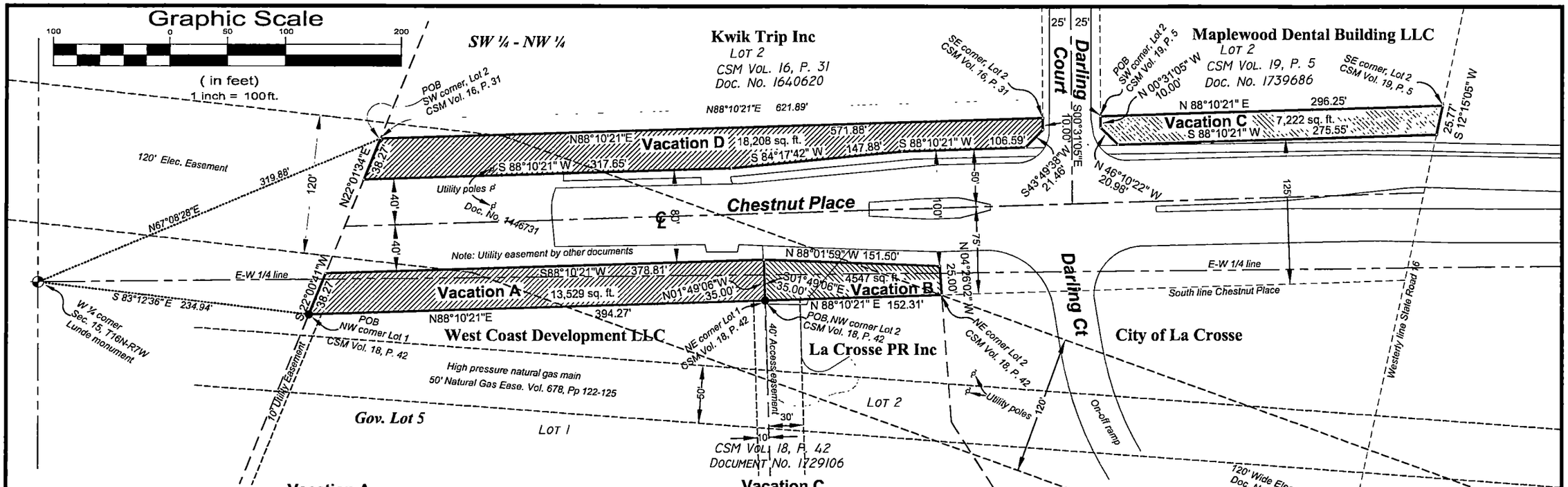
WHEREAS, the necessary space required to maintain a City roadway, with on-street parking, adequate boulevards (terraces), and public sidewalks, fits well within the recommended 80 foot Right-of-way after presumed vacation.

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

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

Adjacent Properties:

Tax Parcel	Owner Name	Property Address	Mailing Address	Mailing City State Zip
17-10315-612	KWIK TRIP INC	2835, 2837 2839, 2841 DARLING CT	PO BOX 2107	LA CROSSE WI 54602-2107
17-10315-613	CITY OF LACROSSE	DARLING CT	400 LA CROSSE ST	LA CROSSE WI 54601
17-10315-617	STATE OF WISCONSIN DOT	STATE ROAD 157	3550 MORMON COULEE RD	LA CROSSE WI 54601
17-10315-619	LACROSSE PR INC	3130 CHESTNUT PL	PO BOX 282	WATERLOO WI 53594
17-10315-622	MAPLEWOOD DENTAL BUILDING LLC	2830 DARLING CT	4607 ROYAL DR	EAU CLAIRE WI 54701
17-10315-626	WEST COAST DEVELOPMENT LLC	CHESTNUT PL	3152 33RD ST S	LA CROSSE WI 54601
17-10315-627	WEST COAST DEVELOPMENT LLC	CHESTNUT PL	3152 33RD ST S	LA CROSSE WI 54601
17-10315-628	WEST COAST DEVELOPMENT LLC	CHESTNUT PL	3152 33RD ST S	LA CROSSE WI 54601
17-10315-629	WEST COAST DEVELOPMENT LLC	3102 CHESTNUT PL	3152 33RD ST S	LA CROSSE WI 54601
17-10315-900	CITY OF LACROSSE	NONE LISTED	400 LA CROSSE ST	LA CROSSE WI 54601
17-10315-901	CITY OF LACROSSE	CHESTNUT PL	400 LA CROSSE ST	LA CROSSE WI 54601



Vacation A

Part of the SW ¼ of the NW ¼ and part of Government Lot 5, Section 15, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows:

Commencing at the West ¼ corner of said Section 15, thence S 83°12'36" E 234.94 feet to the northwesterly corner of Lot 1, Certified Survey Map, Volume 18, Page 42, Document No. 1729106 and the point of beginning;

thence N 88°10'21" E 394.27 feet to the northeasterly corner thereof;
thence N 01°49'06" W 35.00 feet;
thence S 88°10'21" W 378.81 feet;
thence S 22°00'41" W 38.27 feet to the point of beginning.

Subject to a 120 foot wide Electric easement as set forth in Document No. 1440731.

Subject to any other easements, covenants or restrictions of record.

Containing 13,529 sq. ft.

Vacation B

Part of the SW ¼ of the NW ¼ and part of Government Lot 5, Section 15, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows:

Commencing at the West ¼ corner of said Section 15, thence S 83°12'36" E 234.94 feet to the northwesterly corner of Lot 1, Certified Survey Map, Volume 18, Page 42, Document No. 1729106; thence N 88°10'21" E 394.27 feet to the northwesterly corner of Lot 2, said CSM and the point of beginning;

thence N 88°10'21" E 152.31 feet to the northeast corner thereof;
thence N 04°26'02" W 25.00 feet;
thence N 88°01'59" W 151.50 feet;
thence S 01°49'06" E 35.00 feet to the point of beginning.

Subject to a 120 foot wide Electric easement as set forth in Document No. 1440731.

Subject to easements, covenants or restrictions of record.

Containing 4,547 sq. ft.

Vacation C

Part of the SW ¼ of the NW ¼, Section 15, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows:

Commencing at the West ¼ corner of said Section 15, thence N 67°08'28" E 319.88 feet to the southwest corner of Lot 2, Certified Survey Map, Volume 16, Page 31, Document No. 1640620; thence N 88°10'21" E 621.89 feet to the southwest corner of Lot 2, Certified Survey Map, Volume 19, Page 5, Document No. 1739686 and the point of beginning;

thence N 88°10'21" E 296.25 feet to the southeast corner thereof and the westerly line of State Road 16;
thence, along said westerly line, S 12°15'05" W 25.77 feet
thence S 88°10'21" W 275.55 feet;
thence N 46°10'22" W 20.98 feet;
thence N 00°31'05" W 10.00 feet to the point of beginning.

Subject to easements, covenants or restrictions of record.

Containing 7,222 sq. ft.

Vacation D

Part of the SW ¼ of the NW ¼, Section 15, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows:

Commencing at the West ¼ corner of said Section 15, thence N 67°08'28" E 319.88 feet to the southwest corner of Lot 2, Certified Survey Map, Volume 16, Page 31, Document No. 1640620 and the point of beginning;

thence N 88°10'21" E 571.88 feet to the southeast corner thereof;
thence S 00°31'05" E 10.00 feet;
thence S 43°49'38" W 21.46 feet;
thence S 88°10'21" W 106.59 feet;
thence S 84°17'42" W 147.88 feet;
thence S 88°10'21" W 317.65 feet;
thence N 22°00'41" E 38.27 feet to the point of beginning.

Subject to a 120 foot wide Electric easement as set forth in Document No. 1440731.

Subject to easements, covenants or restrictions of record.

Containing 18,208 sq. ft.

WISCONSIN
STEPHEN J. SOLBERG
S-1846
LA CROSSE
WIS
LAND SURVEYOR

EXHIBIT "A"

Surveyor's Certificate

I hereby certify that this survey, plan or report was prepared by me or under my direction and is correct to the best of my knowledge and belief.

Stephen J. Solberg, PLS 1846 — 8-21-2024 Date

Craig, Sondra

From: Sommerfield, Arthur - DOT <Arthur.Sommerfield@dot.wi.gov>
Sent: Wednesday, October 23, 2024 5:34 PM
To: Craig, Sondra; Elsen, Nikki; Acklin, Tim
Subject: RE: Notice of Hearing to Vacate a Portion of Street (Revised)
Attachments: 20241023133348360.pdf

Ms. Elsen,

Thank you for providing the attached notice. We appreciate the opportunity to review and provide input.

The SW Region objects to the vacation of right-of-way (ROW) along Chestnut Place in the City of La Crosse and identified in the attachment. This section of roadway was built in conjunction with a WisDOT jughandle interchange project, so the department has a more significant interested in maintaining this ROW as originally platted. The Department's ramp terminals utilitize this ROW and any changes to these ramps will impact this ROW. Additionally, there are drainage issues that occur in this area with the road flooding during certain times, this ROW may be needed in the future to help address these issues. Furthermore, we have a Major Highway Project occurring in the City of La Crosse, a part of this project is the planned replacement of the Medary Overpass Bridge. Alternatives for the replacement of this bridge have not been finalized, but at least one option to be considered is moving the structure to the west on a new alignment. This alternative and possibly others will affect our jughandle interchange and ramps at this location, so as previously mentioned this ROW will be a necessary part of these potential solutions.

Thanks,

Art Sommerfield P.E.
Planning Supervisor
SW Region
(608) 785-9952

Art Sommerfield P.E.
Planning Supervisor
SW Region
(608) 785-9952

Agenda Item 24-1131 (Jenna Dinkel)

Resolution approving the partial vacation of the public street right-of-way on Chestnut Place.

General Location

Council District 2, east of Wisconsin Highway 16, Adjacent to 3102 and 3130 Chestnut Place and 2830 and 2841 Darling Court as depicted on the attached map.

Background Information

The applicant is requesting a partial vacation of Chestnut Place of approximately 43,506 square feet. The partial vacation was applied for by the owner of 3102 Chestnut Place, the property to the southwest of the vacation, for private development. The additional portions of Chestnut Place requested to be vacated are adjacent to 3130 Chestnut Place, 2830 Darling Court and 2841 Darling Court. All property owners have confirmed with staff they are aware and in favor of the partial vacation.

The current width of Chestnut Place is 150 feet. The recommended width from Engineering staff to maintain a two-lane road, parking, boulevards and sidewalk is 80 feet. This partial vacation will not inhibit public needs as the existing width is determined to be surplus.

Recommendation of Other Boards and Commissions.

The Board of Public Works approved this resolution on August 19, 2024.

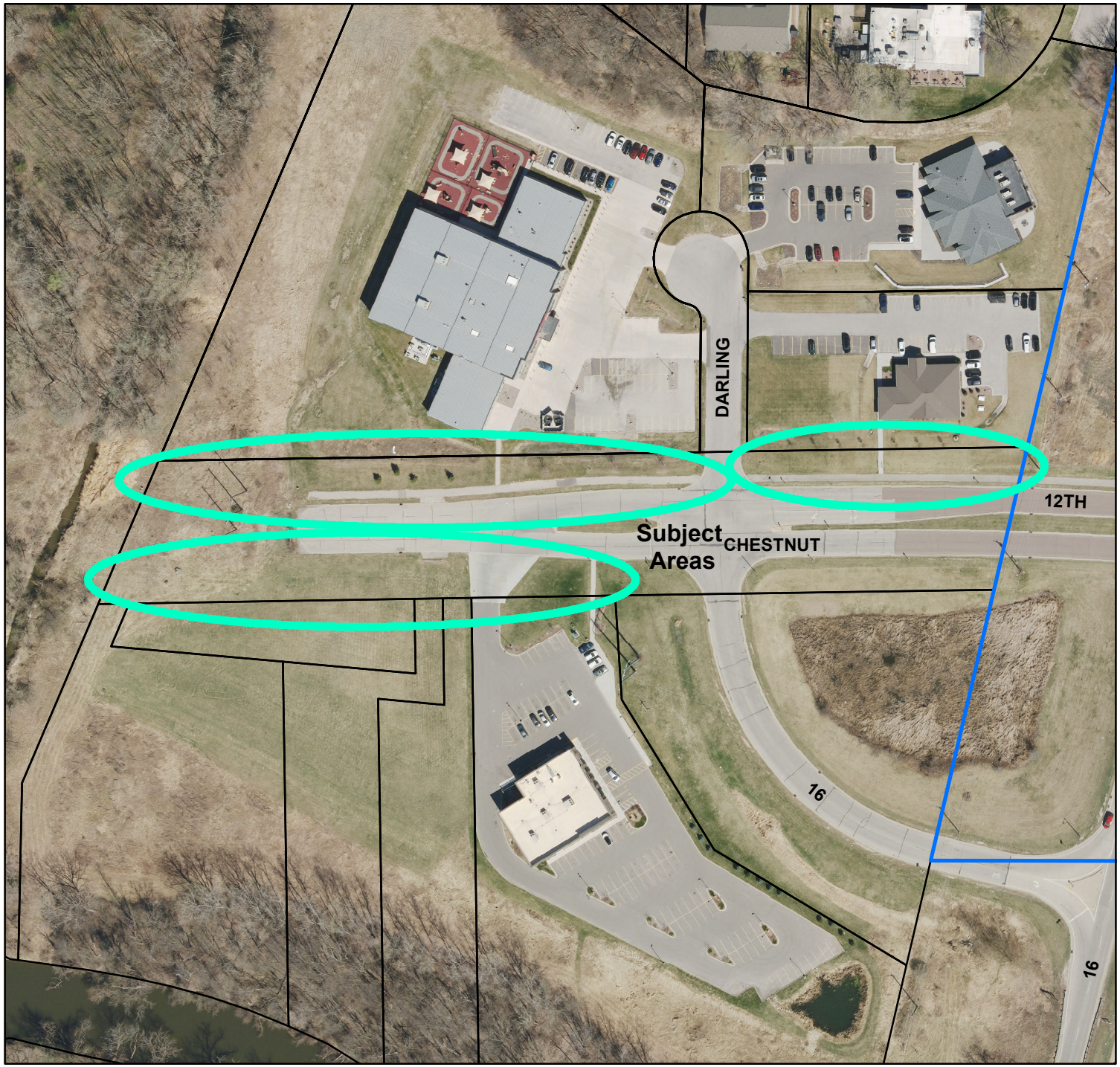
Consistency with Adopted Comprehensive Plan

This vacation will add more land for private use and development while still allowing necessary and standard space for public amenities which is consistent with the Comprehensive Plan.

Staff Recommendation

Approval - Staff recommends approval.

Routing F&P 11.7.2024



BASIC ZONING DISTRICTS

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

N W E S

0 70 140 280 Feet

City of La Crosse Planning Department - 2024

PC 24-1131

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:

Yuade Moore, 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:
October. 17 2024, October. 24 2024, October. 31 2024

NOTICE ID: G5J0X90Q2QjmaTkLAdth
PUBLISHER ID: COL-WI-100466
NOTICE NAME: Notice to Vacate - Portion of Chestnut PL
Publication Fee: $317.05

Section: Legals
Category: 0001 Wisconsin Legals

(Signed) Yuade Moore

PAMELA BAEZ
Notary Public - State of Florida
Commission # HH 186700
Expires on October 14, 2025

VERIFICATION

State of Florida
County of Orange

Subscribed in my presence and sworn to before me on this: 10/31/2024

Notary Public
Notarized remotely online using communication technology via Proof.

NOTICE OF HEARING TO VACATE A PORTION OF STREET

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

Vacation A: Part of the SW ¼ of the NW ¼ and part of Government Lot 5, Section 15, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows: Commencing at the West ¼ corner of said Section 15, thence S 83°12'36" E 234.94 feet to the northwesterly corner of Lot 1, Certified Survey Map, Volume 18, Page 42, Document No. 1729106 and the point of beginning; thence N 88°10'21" E 394.27 feet to the northeasterly corner thereof; thence N 01°49'06" W 35.00 feet; thence S 88°10'21" W 378.81 feet; thence S 21°00'41" W 38.27 feet to the point of beginning. Subject to a 120 foot wide Electric easement as set forth in Document No. 1440731. Subject to any other easements, covenants or restrictions of record. Containing 13,529 sq. ft.

Vacation B: Part of the SW ¼ of the NW ¼ and part of Government Lot 5, Section 15, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows: Commencing at the West ¼ corner of said Section 15, thence S 83°12'35" E 234.94 feet to the northwesterly corner of Lot 1, Certified Survey Map, Volume 18, Page 42, Document No. 1729106; thence N 88°10'21" E 394.27 feet to the northwesterly corner of Lot 2, said CSM and the point of beginning; thence N 88°10'21" E 152.31 feet to the northeast corner thereof; thence N 04°26'02" W 25.00 feet; thence N 88°01'59" W 151.50 feet; thence S 01°49'06" E 35.00 feet to the point of beginning. Subject to a 120 foot wide Electric easement as set forth in Document No. 1440731. Subject to easements, covenants or restrictions of record. Containing 4,547 sq. ft.

Vacation C: Part of the SW ¼ of the NW ¼, Section 15, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows: Commencing at the West ¼ corner of said Section 15, thence N 67°08'28" E 319.88 feet to the southwest corner of Lot 2, Certified Survey map, Volume 16, Page 31, Document No. 1640620; thence N 88°10'21" E 621.89 feet to the southwest corner of Lot 2, Certified Survey Map, Volume 19, Page 5, Document No. 1739686 and the point of beginning; thence N 88°10'21" E 296.25 feet to the southeast corner thereof and the westerly line of State Road 16; thence, along said westerly line, S 12°15'05" W 25.77 feet thence S 88°10'21" W 275.55 feet; thence N 46°10'22" W 20.98 feet; thence N 00°31'05" W 10.00 feet to the point of beginning. Subject to easements, covenants or restrictions of record. Containing 7,222 sq. ft.

Vacation D: Part of the SW ¼ of the NW ¼, Section 15, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows: Commenc-

¼ corner of said Section 15, thence N 67°08'28" E 319.88 feet to the southwest corner of Lot 2, Certified Survey Map, Volume 16, Page 31, Document No. 1640620 and the point of beginning; thence N 88°10'21" E 571.88 feet to the southeast corner thereof; thence S 00°31'05" E 10.00 feet; thence S 43°49'38" W 21.46 feet; thence S 88°10'21" W 106.59 feet; thence S 84°17'42" W 147.88 feet; thence S 88°10'21" W 317.65 feet; thence N 22°00'41" E 38.27 feet to the point of beginning. Subject to a 120 foot wide Electric easement as set forth in Document No. 1440731. Subject to easements, covenants or restrictions of record. Containing 18,208 sq. ft.

YOU ARE FURTHER NOTIFIED THAT a public hearing thereon will be held before the Finance and Personnel Committee of the Common Council on November 7, 2024 at 6:00 p.m. in the Council Chambers of City Hall, 400 La Crosse St. La Crosse St., at which time any and all may be heard for or against the vacation of said street.

Such matter will also be acted upon by the City Plan Commission at 4:00 p.m. on November 4, 2024 (public speaking is allowed), and by the Common Council on November 14, 2024 at 6:00 p.m., both meetings will take place in the Council Chambers at City Hall, 400 La Crosse St.

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

The above referenced Resolution and relevant attachments may be examined in the Legislative Information Center which can be accessed from the City website at www.cityoflacrosse.org (search for file 24-1131) .

Dated this 1st of October, 2024.

Per Order of the Common Council

Nikki Elsen, City Clerk of the City of La Crosse, Wisconsin

10/17, 10/24, 10/31 LAC

COL-WI-100466 WNAXLP

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-1306

Agenda Date: 11/7/2024 **Version:** 1 **Status:** New Business

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

24-1306

Resolution amending Appendix C Fee Schedule regarding release of raze and remove orders filed with the Register of Deeds under Chapter 103 of the La Crosse Municipal Code.

RESOLUTION

WHEREAS, the City is frequently being asked to review past Raze and Removal Orders filed with the Register of Deeds and there is currently no way to recover the costs associated with said review and drafting.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the following addition to Appendix C effective upon adoption by the Common Council.

103-274	Service Charge for inspection, review and issuance of a Release of Raze and Removal Order filed with the Register of Deeds	2024	$108.00

BE IT FURTHER RESOLVED that the fee collected at the time of the request to draft a release of raze order shall not include the recording fee. Said recording fee shall be paid by the requestor at the time of filing with the Register of Deeds.

BE IT FURTHER RESOLVED that all other fees included within Appendix C remain unchanged.

BE IT FURTHER RESOLVED that City staff is authorized to take any and all steps necessary to effectuate this resolution.

CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID
24-1306

Caption
Resolution amending Appendix C Fee Schedule regarding release of raze and remove orders filed with tl

Staff/Department Responsible for Legislation
Legal

Requestor of Legislation
Legal Department

Location, if applicable

Summary/Purpose
To allow the City to charge for the costs associated with requests to release raze orders filed against properties with the Register of Deeds.

Background
Raze orders are completed by the City's Community Risk Management and recorded with the Register of Deeds. When title work is ran, this raze order will appear. Recently this has resulted in title companies requesting that a release be drafted and provided for recording.

Fiscal Impact
Minimal - will allow the City to charge for costs associated with review and drafting of release.

Staff Recommendation
Adopt.

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-1320

Agenda Date: 11/7/2024 **Version:** 1 **Status:** New Business

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

Resolution amending the Floodplain Relief Program.

RESOLUTION

WHEREAS, the Common Council established a Floodplain Relief Fund in 2016 through Resolution 16-0567 to assist citizens with the cost of having their property taken out of the floodplain; and

WHEREAS, said Resolution was amended in 2017 via Resolution 17-1057, in 2019 via Resolution 19-0953 and in 2020 via Resolution 20-1220 to update program guidelines and funding amount; and

WHEREAS, the Floodplain Advisory Committee was established in 2009 via Resolution 2009-02-015 to address floodplain and related issues; and

WHEREAS, the Floodplain Advisory Committee has recommended the grant amount be increased to a maximum of $40,000 and amend eligible expenses to provide more benefit to homeowners.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes its officers, staff and consultants to continue implementing the floodplain relief program, offering up to $40,000 per property and expanding the application and guidelines as attached to allow for relocation of basement utilities.

BE IT FURTHER RESOLVED that these changes are for the current sources of funds being Tax Increment Financing and the allocation from the American Rescue Plan Act as well as future sources of funding.

BE IT FURTHER RESOLVED that the Floodplain Advisory Committee is authorized to review and approve applications and make changes to the application and guidelines as needed.

BE IT FURTHER RESOLVED that staff are hereby authorized to implement above stated program.

CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID 24-1320

Caption Resolution amending the Floodplain Relief Program.

Staff/Department Responsible for Legislation

Andrea Trane, Department of Planning, Development and Assessment

Requestor of Legislation

Andrea Trane and Floodplain Advisory Committee

Location, if applicable

City-wide

Summary/Purpose

The purpose of this legislation is to update the floodplain relief program, requesting Council's approval on an increase in the maximum grant amount, allow additional eligible expenses such as relocating utilities and allowing the Floodplain Advisory Committee to make administrative changes to the grant program.

Background

The Common Council established a Floodplain Relief Fund in 2016 through Resolution 16-0567 to assist citizens with the cost of having their property taken out of the floodplain. Resolution was amended in 2017 via Resolution 17-1057, in 2019 via Resolution 19-0953 and in 2020 via Resolution 20-1220 to update program guidelines and funding amount. The Floodplain Advisory Committee was established in 2009 via Resolution 2009-02-015 to address floodplain and related issues. The Floodplain Advisory Committee has recommended the grant amount be increased to a maximum of $40,000 and amend eligible expenses to provide more benefit to homeowners.

Fiscal Impact

N/A

Staff Recommendation

Approval

Floodplain Relief Program

Section A-Name, Address, Property Information

Tax Parcel Number(s)

Address

Owner's Name

Owner's Telephone Number

Owner's Email Address (preferred, but optional)

Buyer's Name*

Buyer's Address*

Buyer's Telephone Number*

* Only required if property is being sold

Section B-Property Floodplain Information

Base Flood Elevation on Parcel

Lowest Finished Floor Elevation of Principal Structure (House)

Lowest Adjacent Grade Elevation (Next to Principal Structure)

Are the Furnace, Water Heater, AC, Air Exchange, etc. above the flood protection elevation (2 feet above the base flood elevation)?

Section B Required Attachments

☐ Aerial Image of Parcel

Section C-Engineer and Contractor Information

Engineer Contact Information (Optional)

Engineer Business Name

Engineer Business Telephone Number

Engineer Representative Name

Engineer Representative Telephone (Direct Line or Cell Phone) Number

Engineer Representative E-mail Address

Contractor Contact Information

Contractor Business Name

Contractor Business Telephone Number

Contractor Representative Name

Contractor Representative Telephone (Direct Line or Cell Phone) Number

Contractor Representative E-mail Address

Estimated Cost of Improvements

Section C Required Attachments

☐ Line-item detailed contractor estimate/quote

Section D-Improvements Information

Nature of Improvements (List all eligible activities)

Final Cost of Improvements

Date of Completion of Improvements

Letter of Map Revision Date of Application (If applicable)

Letter of Map Revision Date of Receipt/Confirmation (If applicable)

Section D Required Attachments

- ☐ Letters or signatures of approval from neighbors (If applicable)
- ☐ Engineer and Contractor Invoice, Payment Confirmation
- ☐ Conditional Letter of Map Revision and Letter of Map Revision (If applicable)

Requested Reimbursement Amount

- ☐ For LOMR-F (No More than 90% of eligible engineering and construction costs up to $40,000)
- ☐ For basement stabilization (No more than 90% of the costs up to $40,000)
- ☐ For noncompliance identified by FEMA (No more than 90% of the costs up to $40,000)

Note: The cost of engineering services related to all floodplain relief grants are part of the $40,000 maximum allowed under this program.

Section E-Request for 90% Reimbursement

Owner hereby certifies that the above stated work and successful Letter of Map Revision (LOMR) has been completed or in the case of basement stabilization funding, the work has been completed in accordance with all local, state and federal requirements, received and is on file with the City and the contractor and engineer/consultant has been paid for the above stated services in their entirety (Paid Invoices are Required for city documentation).

Owner acknowledges the terms and conditions of the Floodplain Relief Program.

Owner is hereby requesting a reimbursement grant for all above stated eligible activities/costs based upon the terms of this program.

Important Note: In order to receive direct payment to contractors (only under the compliance-basement fill portion of this grant), contractors must submit invoices to owners first for their signature and then to the City for direct payment requests from the City to the contractor. Payees must also have a W-9 on file with the City.

Owner's Signature **Date**

Floodplain Relief Program

Terms

Who Is Eligible?

All landowners having property within the corporate limits of the City of La Crosse including residential property owners, businesses, non-profit organizations, state agencies and educational institutions with all or a portion of their property located in the 1% annual chance flood zone (Special Flood Hazard Zone) are eligible. Tenants and others not having direct financial ownership or interest are not eligible.
Programs are applicable to targeted areas indicated in the City's flood relief mapping zones, based upon need and feasibility.

What Activities Does This Program Fund?

All eligible activities included below when the resulting effect is the removal of property structures from the Special Flood Hazard Zone resulting in a Letter of Map Amendment or Revision:

- Earthwork
- Foundation and Structure Improvements including fill
- Electrical, Plumbing, Utility and HVAC improvements when necessary due to other eligible activities
- Relocation of utilities and/or addition of a utility closet
- Raising or Elevating Structures
- Demolition or Razing
- Survey Work, Elevation Certificates
- Consultant Assistance for the application of a LOMA or LOMR
- Landscaping, retaining walls, paving as needed to repair or replace any components removed or damaged by the site work
- Reimbursement for temporary relocation accommodations arranged through the City.

How Much Funding is Available?

The City of La Crosse offers this program annually and conditionally pending City Council annual Capital Improvement Appropriations. Applicants may qualify for other municipal funding programs to supplement this grant.

City Responsibilities

The City of La Crosse is offering 90% toward preliminary engineering and 90% toward construction reimbursement up to a total of $40,000 per parcel to eligible applicants with improvement costs that result in compliance with the Floodplain Zoning Ordinance, potentially

mitigating the costs of high-risk flood insurance. The City and its agents shall not be held liable or responsible for the actual construction or construction contract administration which is the sole responsibility of the property owner.

Basement Stabilization Only Program

Under this program, the City is also offering 90% funding up to a total of $40,000.00 per parcel to eligible applicants who plan to fill basement to Base Flood Elevation in order to address groundwater inundation issues, or who make improvements to a non-conforming structure to be compliant with a floodplain compliance related correction order.

This portion of the program does not require the applicant to achieve a Letter of Map Revision, but applicants must comply with all local, state and federal requirements, including applying for any necessary permits. In order to apply for the basement stabilization funding, applicants must meet the following:

- Submit a complete application and gain approval from the City's Floodplain Advisory Committee
- Provide a comprehensive contractor cost estimate for the project
- Meet all local, state and federal requirements for making improvements in the Special Flood Hazard Area
- Enter into a first right of refusal agreement with the City for city-acquisition, should the property be put on the market, limited to the appraised fair market value of the property at the time of the sale. (for basement fill grants only)

Note: Recipients of City funding will need to provide a W-9 before funds are dispersed and detailed (line item) invoices for the eligible expenses under this program. In order to receive direct payment to contractors, contractors must submit invoices to owners first for their signature and then to the City for direct payment requests from the City to the contractor. Payees must also have a W-9 on file with the City.

Instructions for Applicant

All fields are required unless otherwise noted.

Before beginning work

1. Complete **Section A**: Name, Address, Property Information
2. Complete **Section B:** Property Floodplain Information
3. Complete **Section C**: Contractor Information

After work has been completed

4. Complete **Section D**: Improvements Information
5. Complete **Section E**: Request for Reimbursement

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-1327

Agenda Date: 11/7/2024 **Version:** 1 **Status:** New Business

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

Resolution levying Special Charges for Services performed in 2024

RESOLUTION

BE IT RESOLVED by the Common Council of the City of La Crosse that the City Clerk and Director of Finance are hereby authorized and instructed to take any and all necessary steps to enter on the 2024 Tax Roll special assessments, parking district assessments, special charges, special taxes, unpaid bills, and unpaid Sanitary District #1 charges, in accordance with the provisions of the Wisconsin Statutes.

BE IT FURTHER RESOLVED that the City Clerk is authorized to attach a list of said charges following passage of 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: 24-1327

Caption: Resolution levying Special Charges for Services performed in 2024.

Staff/Department Responsible for Legislation

Clerk/Finance

Requestor of Legislation

Clerk/Finance

Location, if applicable

Summary/Purpose

Annual resolution which authorizes the City to add any unpaid special assessments, special charges, and other unpaid bills, to the tax roll. It is a way to collect those fees that may be outstanding by adding them to the tax roll of the relevant property. Once the resolution is approved, Finance attaches the list of unpaid fees for improvements (curb & gutter, street & alley paving, sanitary sewer & watermain, etc.), snow and weed removal, utilities, etc.

Background

Per State Statute (66.0627, 66.0703(13), and 66.0809), the governing body may place unpaid fees on the tax roll as special charges (74.01(4)).

Fiscal Impact

None.

Staff Recommendation

Recommended to adopt.

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-1333

Agenda Date: 11/7/2024 **Version:** 1 **Status:** New Business

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

Agenda Number: 15.

Resolution approving the sale of City owned property at 800 Moore St to Taylor William DeFrang and Brian DeFrang.

RESOLUTION

WHEREAS, on 1-11-2018, the Common Council declared certain property at 800 Moore St to be surplus (Legislation #17-1737); and

WHEREAS, on 10-7-2024, the Board of Public Works (BPW) agreed to move forward with an offer from Taylor DeFrang and Brian DeFrang in the amount of two thousand five hundred dollars ($2,500.00) for the property at 800 Moore St, parcel # 17-10281-30 (Legislation #24-1319) for the purpose of having additional land to be able to create two separate parcels for the two homes currently on the adjacent property that they own; and

WHEREAS, the following condition of the sale has been agreed upon by the Board of Public Works and the DeFrangs:

- The buyer shall, at buyer's expense, facilitate creation of documents, including but not limited to a legal description and map prepared by a registered land surveyor, and record such documents with the Register of Deeds, for an easement for existing sewer currently within the City-owned property.

NOW, THEREFORE, BE IT RESOLVED, the Common Council of the City of La Crosse hereby authorizes the sale of the land at 800 Moore St, consisting of parcel 17-10281-30, to Taylor William DeFrang and Brian DeFrang in the amount of $2,500.00 with the above-mentioned condition.

BE IT FURTHER RESOLVED that proceeds from the sale shall be deposited into General Revenue-Sale of Land.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to sign any documents related to the sale.

BE IT FURTHER RESOLVED by the Common Council of the City of La Crosse that the Director of Engineering and Public Works, Finance Director, Director of Planning, Development and Assessment and Board of Public Works are all 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 24-1333

Caption Resolution approving the sale of City owned property at 800 Moore St to Taylor William DeFrang and Brian DeFrang.

Staff/Department Responsible for Legislation

Andrea Trane / Planning, Development and Assessment

Requestor of Legislation

Taylor William DeFrang nad Brian DeFrang

Location, if applicable

800 Moore Street, Council District 1, Parcel 17-10281-30

Summary/Purpose

The purpose of this resolution is to transfer this property to the ownership of Taylor William DeFrang and Brian DeFrang. They currently own the adjacent parcel to the south east of this at 2107 Liberty St.

Background

The Common Council declared this parcel to be surplus in 2018. Purchase of this parcel would allow the DeFrangs to separate the two homes on their property to separate parcels.

Fiscal Impact

$2,500 to general fund - sale of land

Staff Recommendation

Approval

Agenda Item 24-1333 (Andrea Trane)

Resolution approving the sale of City owned property at 800 Moore St to Taylor William DeFrang and Brian DeFrang.

General Location

800 Moore St, parcel #17-10281-3, Logan Northside Neighborhood Association, Council District 1.

Background Information

The Common Council declared this parcel to be surplus in 2018. Purchase of this parcel would allow the DeFrangs to separate the two homes on their property to separate parcels.

Recommendation of Other Boards and Commissions.

The Board of Public Works approved this proposal on October 7, 2024 (#24-1319).

Consistency with Adopted Comprehensive Plan

This property is part of N-8, the Logan-Northside Neighborhood. Use of this parcel would remain the same at R-1 Residential.

Staff Recommendation

Approval.

Routing F&P 11.7.2024

BASIC ZONING DISTRICTS

- R1 - SINGLE FAMILY
- R2 - RESIDENCE
- WR - WASHBURN RES
- R3 - SPECIAL RESIDENCE
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- R5 - MULTIPLE DWELLING
- R6 - SPECIAL MULTIPLE
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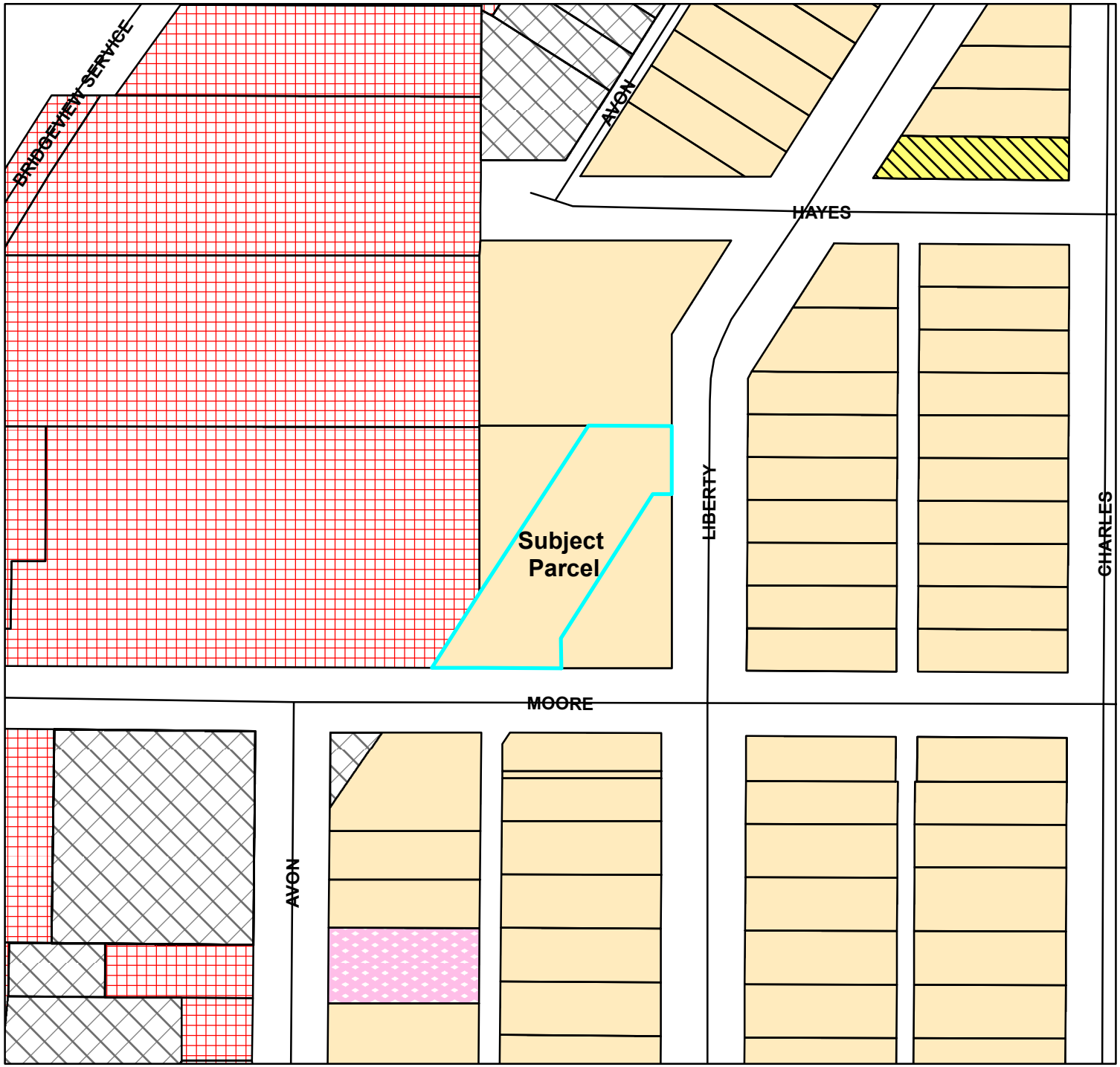
- UT - PUBLIC UTILITY
- CON - CONSERVANCY
- FW - FLOODWAY
- A1 - AGRICULTURAL
- EA - EXCLUSIVE AG
- City Limits
- SUBJECT PROPERTY

N W E S

0 62.5 125 250 Feet

City of La Crosse Planning Department - 2024



BASIC ZONING DISTRICTS

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- CON - CONSERVANCY
- FW - FLOODWAY
- A1 - AGRICULTURAL
- EA - EXCLUSIVE AG
- City Limits
- SUBJECT PROPERTY

N W E S

0 62.5 125 250 Feet

City of La Crosse Planning Department - 2024

PC 24-1333

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-1355

Agenda Date: 11/7/2024 **Version:** 1 **Status:** New Business

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

Agenda Number:

Resolution approving the Agreement between the Redevelopment Authority and the City of La Crosse to obligate ARPA funds for housing development in the floodplain.

RESOLUTION

WHEREAS, the Common Council approved Resolution 23-0451 to commit American Rescue Plan Act (ARPA) funds to residential floodplain development; and

WHEREAS, as a part of the resolution, Common Council approved $850,000 to be used for costs associated with property acquisition, demolition and fill for residential development in the floodplain; and

WHEREAS, the ARPA funds must be obligated by December 31, 2024; and

WHEREAS, the City's consultant Baker Tilly worked with City staff to develop an inter-agency agreement template to obligate the unspent funds; and

WHEREAS, the Redevelopment Authority (RDA) was created for the purpose of carrying out blight elimination, slum clearance, and urban renewal programs; and

WHEREAS, the Inter-Agency Agreement allows the City to enter into contract with the RDA to complete residential floodplain development by the end of 2026.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the attached Inter-Agency Agreement.

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, Development and Assessment, 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.

INTER-AGENCY AGREEMENT

BETWEEN
THE CITY OF LA CROSSE
AND the Redevelopment Authority

THIS INTER-AGENCY AGREEMENT ("Agreement") is made between two agencies of the City of La Crosse ("City"), namely the **City of La Crosse** ("the City") and the **Redevelopment Authority** ("RDA").

WHEREAS, the 2021 American Rescue Plan Act ("ARPA") provided approximately $21.7 million to the City from the Coronavirus State and Local Recovery Fund ("SLFRF"), which consists of the Coronavirus State Fiscal Recovery Fund ("CSFRF") and Coronavirus Local Fiscal Recovery Fund ("CLFRF") (hereinafter, collectively, called "ARPA funding");

WHEREAS, the U.S. Department of Treasury is the federal agency that administers the ARPA funding and has provided the City with the ARPA funding conditional on the City complying with its rules and regulations;

WHEREAS, the City has established a process for City agencies and organizations external to the City to apply for ARPA funding;

WHEREAS, the City has administered the process for ARPA funding and recommends the RDA receive ARPA funding to be used as described in this Agreement and **exhibits** (the "Allocation");

WHEREAS, the City and the RDA wish to enter into this Agreement to memorialize each other's responsibilities in regard to the ARPA funding for the program; and

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A. PURPOSE

The City hereby agrees to provide the Allocation, in the amount set forth herein, to the RDA and cooperate to facilitate the implementation of the use of the funds pursuant to the exhibits.

B. SCOPE

The RDA shall implement the Allocation, including any milestones and deliverables, as described in **Exhibit 1**, which is appended hereto and made a part of this Agreement.

C. TERM

The term of this Agreement shall begin on December 31, 2024 and end on December 31, 2026, unless terminated earlier in accordance with this Agreement.

D. FINANCIAL AND PERFORMANCE REQUIREMENTS

1. *Funding*. Subject to the availability of ARPA funding, the City shall provide funds to the RDA for the Allocation, in an amount not to exceed **($850,000.00)** for the term. Any expenses/costs incurred by RDA in excess of this amount shall be the sole responsibility of the RDA.

2. *Budget*. The RDA agrees that all expenditures are to be in accordance with the approved budget for the term of this Agreement. The approved budget is detailed in **Exhibit 1**.

3. *Payment*. The City shall make ARPA funding as specified in this Agreement available for use. The ARPA funding shall be used as described in this Agreement and in **Exhibit 1**. The RDA shall comply with the ARPA funding requirements listed at **Exhibits 2** and **3**. Any ARPA funding advanced to RDA prior to the execution of this Agreement which is related to this Agreement is subject to the terms and conditions of this Agreement.

4. *Reporting*. The RDA agrees to provide supporting documents and corresponding reports as requested by the U.S. Department of the Treasury and RDA to meet reporting requirements. The RDA shall adhere to the instructions and format, including specific forms required by the City and the U.S Department of Treasury for the ARPA funding. Reporting terms and conditions are provided in **Exhibit 4.**

5. *Audits*. The RDA shall comply with all applicable provisions of the federal Uniform Guidance (2 CFR 200), including the Cost Principles and Single Audit Act requirements. The Department shall meet requirements for pass-through entities if applicable, per 2 CFR 200.332. At any time during business hours and as often as the City, State, or Federal agencies may deem necessary, there shall be made available to the government agency for examination, the RDA's records with respect to matters covered by this Agreement. The the RDA shall permit the City, State, or Federal agencies to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

6. *Records*. The RDA shall retain records related to this Agreement for a period of five (5) years after all funds have been expended or returned to the U.S. Department of Treasury, whichever is later, or as imposed by application of the Record Retention and Access law. See 2 C.F.R. 200.334 – 200.338.

7. *Performance Management*. The RDA shall collect performance data, as applicable, to measure progress towards achieving the Allocation's specific goals and objectives following the Program Policy. The RDA is required to establish performance reporting deadlines, as applicable, that match the reporting deadlines established in this Agreement (**Exhibit 4**). For example, if the RDA reports to the City monthly, then the RDA is expected to collect performance data on a monthly basis. The RDA should document the methodology for collecting and calculating performance data and use performance reports, as applicable, as the basis for monitoring, corrective action, and overall Allocation management. Program Policy is outlined in **Exhibit 5.**

8. *Subrecipient and Grantee Monitoring*. The RDA shall conduct regular, consistent, and documented monitoring and oversight activities with subrecipients and grantees, as applicable, to ensure compliance with standards and progress toward the Allocation's specific goals and objectives. The results of those activities should be used to correct deficiencies and provide technical assistance to subrecipients and grantees, as necessary and applicable. Monitoring activities may include on-sight visits, staff interviews, review of program documentation, review of internal controls, including financial systems, risk assessments, and other related activities. The type and frequency of monitoring activities must be based on a documented risk assessment and modified, as necessary, over each grant's performance period based on documented performance and compliance.

9. Reporting Entity Responsibilities. The RDA and the City agree that the responsibility for items of this Section D, may be reassigned, delegated or shared from time to time among the parties as is most convenient and economical for the parties, so long as the responsibilities of Sections D and E are all fulfilled, and each responsibility of one party to another is fulfilled by the same level of oversight as intended.

E. <u>CORRECTIVE ACTION AND TERMINATION</u>

1. *Corrective Action*. Upon written notice, the City may require the RDA to take corrective action so the RDA is in compliance with federal, state, or local laws, regulations, or rules related to the ARPA funding for the Allocation. Corrective action may be required for but is not limited to instances in which the RDA: (a) fails to

file a report, (b) fails to meet performance standards, (c) fails to meet milestones or timelines, or (d) misuses funds. the City may require corrective action of the RDA, including but not be limited to: (a) a written warning, (b) additional technical assistance, (c) additional monitoring, (d) program suspension, and (e) reduction/repayment of funding.

2. *Termination*. Either party may terminate this Agreement by giving to the other party written notification prior to termination, which specifies the reasonable date for termination of the Agreement. Upon termination, the parties hereto agree that all reports and supporting documentation required for services rendered pursuant to this Agreement shall be provided to all parties forthwith. Any funds advanced to the RDA for services not yet rendered, unspent, or uncommitted funds, shall be returned to the City immediately. Any costs already incurred shall be borne by the party incurring same, subject to mutual agreement.

F. MODIFICATIONS AND AMENDMENTS

The RDA may submit a written request to the City asking for (i) an extension to the term of this Agreement; and/or (ii) a budget reallocation not to exceed twenty-five (25) percent of the ARPA funding. The request should include an explanation for why an extension and/or program budget reallocation is needed and be provided to the City at least sixty (60) days prior to the expiration date of this Agreement. The request must include all required documentation to justify the need for an extension and/or reallocation. The City will approve or deny the request in writing. The RDA may not expend the ARPA funding under a reallocated program budget until such time the RDA has received written approval from the City. Any additional funds or other modifications may be added to this Agreement by written Amendment setting forth the modifications/ amendments signed by the parties and approved by the Common Council of the City of La Crosse, if applicable.

G. GENERAL PROVISIONS AND CONDITIONS

1. *Compliance with Laws*. The parties shall comply with all federal, state, and local laws, ordinances, rules, regulations, interim expenditure and annual report requirements, and applicable codes of ethics, pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted**.** Any violation of such laws, ordinances, rules, regulations, or applicable codes of ethics by the RDA shall constitute a material breach of this Agreement and shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the RDA.

2. *Nondiscrimination*. The parties shall operate under this Agreement so that no person, otherwise qualified, is denied employment or other benefits on the grounds of race, color, sex, religion, national origin, ancestry, age, physical or mental disability or sexual orientation except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position. The RDA shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

3. *No Duplication of Funding*. The RDA shall not use different sources of federal funding to pay for the same services. The Department shall not use ARPA funding to pay for the same work that was reimbursed or paid by other sources of funding (e.g., FEMA or CARES funding).

4. *Governing Law and Venue*. This Agreement shall be construed by and governed under the laws of Wisconsin and subject to the jurisdiction of a court of competent jurisdiction in the City of La Crosse, Wisconsin.

5. *No Assignment.* This Agreement shall not be assigned by the RDA to another party without the prior written approval of the City. This Agreement shall be binding upon the parties hereto and their successors and assigns.

6. *Notice*. Any notice required or permitted under this Agreement shall be in writing, be delivered by a

reasonable and verifiable means (e.g., in person, mail, or e-mail) and be considered delivered upon receipt of the other party.

FOR [Office/Department]**:**	**FOR DEPARTMENT:**
Name, title	_____
Department	_____
Address	_____
Email	_____

AND A COPY TO:
Address

7. *Headings*. Any heading of the paragraphs in this Agreement is inserted for convenience and reference only and shall be disregarded in construing and/or interpreting this Agreement.

8. *Incorporation*. The recitals and exhibits are hereby incorporated as part of this Agreement.

9. *Final Agreement*. This Agreement constitutes the entire, full, and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed below.

Redevelopment Authority

_____
WITNESS

By: _____
Name, title

the Council

_____
WITNESS

By: _____
Name/Title:

Mayor:

_____
WITNESS

By: _____
Name/Title:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
Legal Counsel/Director

APPROVED BY THE BOARD

_____
Clerk Date

EXHIBIT 1

SCOPE OF SERVICES AND BUDGET

1. The RDA will implement the Allocation in accordance with its proposal, as approved by the City, which is attached hereto and incorporated herein.

2. The RDA implementation of the Allocation may include but not be limited to contracting with subrecipients, grantees, or contractors, providing programmatic monitoring and oversight of subrecipients or grantees, as applicable, providing budget oversight, drafting reports, and overseeing program evaluation.

3. The RDA supported by the City will provide grant management, fiscal, and programmatic oversight for the subrecipients or grantees, as applicable.

4. The RDA will work with subrecipients, grantees, and contractors to track program outcomes and will provide draft program reports to the City as requested. Information from the reports will be summarized and sent to the U.S. Department of Treasury by the City.

5. The RDA will receive invoices from subrecipients, grantees, and contractors, track expenditures, and complete draft fiscal reports for submission to the City.

6. The RDA supported by the City will provide technical assistance and operational support to subrecipients or grantees, as needed.

7. The RDA shall follow the instructions of the City related to compliance with ARPA funding requirements.

[ATTACH PROPOSAL APPROVED BY THE CITY BEHIND THIS PAGE]

EXHIBIT 2

FUNDING SOURCE IDENTIFICATION

Source of Funding:	**Federal**
Name of Awarding Agency:	U.S. Department of Treasury
Award Title:	American Rescue Plan Act ("ARPA") – Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number:	21.027
Award Amount:	$__850,000_____
Cost Center:	2009985-541200-ARPA

1. RDA acknowledges that the funding of this Agreement is from federal, state, and/or City funds. The identification of the source of funding is indicated above. As applicable, RDA shall comply with the requirements of the funding source, including but not limited to the terms and conditions of the notice of grant award, statutes and regulations, and manuals. **Specific requirements of the funding source are incorporated herein, which include but are not limited to the following:**

- **Sections 602 and 603 of the Social Security Act, as added by Section 9901 of ARPA;**
- **Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities, the most current version;**
- **"Treasury's Portal for Recipient Reporting State and Local Fiscal Recovery Funds, the most current version;**
- **Coronavirus State and Local Fiscal Recovery Funds Final Rule, codified at 31 CFR Part 35 and effective April 1, 2022;**
- **Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, the most current version;**
- **2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the Treasury may determine are inapplicable to the ARPA funding and subject to such exceptions as may be otherwise provided by the Treasury; and**
- **U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit 3. The term "Recipient" in the foregoing shall mean the RDA.**

2. With respect to any conflict between the funding source requirements, this Exhibit, the terms of this Agreement or the provisions of state law, and except as otherwise required under federal law or regulation, the more stringent requirement shall control and shall amend the Agreement to the extent, and only to the extent, of the conflict.

3. RDA agrees to accept any additional conditions governing the use of funds or performance of programs as may be required by executive order, federal, state, or local statute, ordinance, rule, or regulation or by policy announced by the City.

EXHIBIT 3

AWARD TERMS AND CONDITIONS

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

   i. A member of Congress or a representative of a committee of Congress;

   ii. An Inspector General;

   iii. The Government Accountability Office;

   iv. A Treasury employee responsible for contract or grant oversight or management;

   v. An authorized official of the Department of Justice or other law enforcement agency;

   vi. A court or grand jury; or

   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

EXHIBIT 4

REPORTING TERMS AND CONDITIONS

The RDA shall review performance reports for the activities funded under this Agreement, submitted by the Executive Director. Reports shall provide the necessary information by using the web portal established by The City of La Crosse for that purpose.

Performance Reports

All monthly reports of finances, expenditures, and performance measures on ARPA-funded projects should be submitted at the monthly meeting or as requested. Reporting frequency subject to change.

Reporting deadlines prior to the approval of the agreement by the City do not apply. Reporting deadlines after the end of the award term do not apply.

Calendar Year	Period of Activity	Monthly Report Due Date
2025	January 1, 2025 – January 31, 2025	February 14, 2025
2025	February 1, 2025 – February 28, 2025	March 14, 2025
2025	March 1, 2025 – March 31, 2025	April 11, 2025
2025	April 1, 2025 – April 30, 2025	May 9, 2025
2025	May 1, 2025 – May 31, 2025	June 13, 2025
2025	June 1, 2025 – June 30, 2025	July 11, 2025
2025	July 1, 2025 – July 31, 2025	August 15, 2025
2025	August 1, 2025 – August 31, 2025	September 12, 2025
2025	September 1, 2025 – September 30, 2025	October 10, 2025
2025	October 1, 2025 – October 31, 2025	November 14, 2025
2025	November 1, 2025 – November 30, 2025	December 12, 2025
2026	December 1, 2025 – December 31, 2025	January 9, 2026
2026	January 1, 2026 – January 31, 2026	February 13, 2026
2026	February 1, 2026 – February 28, 2026	March 13, 2026
2026	March 1, 2026 – March 31, 2026	April 10, 2026
2026	April 1, 2026 – April 30, 2026	May 8, 2026
2026	May 1, 2026 – May 31, 2026	June 12, 2026
2026	June 1, 2026 – June 30, 2026	July 10, 2026
2026	July 1, 2026 – July 31, 2026	August 14, 2026
2026	August 1, 2026 – August 31, 2026	September 11, 2026
2026	September 1, 2026 – September 30, 2026	October 9, 2026
2026	October 1, 2026 – October 31, 2026	November 13, 2026
2026	November 1, 2026 – November 30, 2026	December 11, 2026
2027	December 1, 2026 – December 31, 2026	January 8, 2027

* Deadline modified due to a holiday on the second Friday of the month.

Expenditure Category: 2.15

Performance reports shall provide the following information:

- Expended funds during reporting period
- Narrative

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 24-1355

Caption Floodplain Development Agreement

Staff/Department Responsible for Legislation

Department of Planning, Development & Assessment

Requestor of Legislation

Department of Planning, Development & Assessment

Location, if applicable

N/A

Summary/Purpose

The purpose of this legislation is approve an Inter-Agency Agreement between the City of La Crosse and the Redevelopment Authority for housing development in the floodplain.

Background

The City has allocated approximately $850k of ARPA funding to develop housing in the floodplain. ARPA funds must be obligated in a written contract by December 31st 2024.

Fiscal Impact

Staff Recommendation

Approval

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-1368

Agenda Date: 11/7/2024 **Version:** 1 **Status:** New Business

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

Resolution declaring the statement of project intentions for the La Crosse Regional Airport.

RESOLUTION

WHEREAS, Wisconsin Statutes require a Statement of Project Intentions from airport owners contemplating federal and/or state aid during the next six years; and,

WHEREAS, this is a Statement of Project Intentions and is not a commitment of either the state nor the city to undertake said projects; and,

WHEREAS, the attached list of proposed improvements is in the best interest of the La Crosse Regional Airport; and,

WHEREAS, this six-year Statement of Project Intentions is used by the Wisconsin Department of Transportation, Bureau of Aeronautics for planning and budgeting purposes.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the city plans on requesting federal and/or state aid for the projects listed on the attached schedule of airport improvements.

BE IT FURTHER RESOLVED that the Director of the La Crosse Regional Airport is authorized to take the necessary steps to implement this resolution.

WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION INVESTMENT MANAGEMENT
BUREAU OF AERONAUTICS

Eligibility Statement

For

Petition Dated November 14, 2024

Submitted by

City of La Crosse

La Crosse Regional Airport

I. Project Background

A. Petition

The Sponsor of the proposed project, City of La Crosse, petitioned the Wisconsin Secretary of Transportation, under Wis. Stats. §114.33(2) (1971) for Federal and State Aid to improve the La Crosse Regional Airport. The improvement(s) desired were requested in a petition dated November 14, 2024. The requested improvement(s) are:

1. Decommission Runway 04/22
2. Rehabilitate/Reconstruct Runway 13/31
3. Rehabilitate Aircraft Rescue Firefighting facility
4. Rehabilitate/Reconstruct Taxiway 'B'
5. Rehabilitate/Reconstruct Taxiway 'A'
6. Light/Mark/Remove Obstructions
7. Improve Airport Drainage
8. Rehabilitate Terminal Building
9. Rehabilitate Terminal Internet Fiber Optic System
10. Rehabilitate Terminal Building Generator
11. Rehabilitate Terminal Outbound Baggage Handling Equipment
12. Rehabilitate Jet Bridges
13. Rehabilitate/Reconstruct Aprons
14. Acquire Equipment - Runway Closure Devices
15. Rehabilitate/Expand Snow Removal Equipment Storage Building
16. Construct Sand Storage Building
17. Acquire Snow Removal Equipment
18. Acquire Friction Measuring Equipment
19. Airfield Lighting, Signage, and NAVAID Upgrades
20. Rehabilitate Terminal Parking Lot
21. Acquire Land/Easements for Approaches
22. Prepare Site Development
23. Acquire Equipment - Airport Sweeper
24. Acquire Security Equipment/Install Fencing
25. And any necessary related work

B. Compatibility with National, State, and Local Plans

City of La Crosse is included in both the National Plan of Integrated Airport Systems (NPIAS) and the State Airport System Plan (SASP), making it eligible for both Federal and State Aid. The Airport is classified as a Commercial Service airport in the NPIAS and as a Commercial Service airport in the SASP. The airport is a primary commercial service category airport for federal funding purposes. It is eligible for entitlements based on enplaned passengers.

The Airport Layout Plan (ALP) was approved on December 5, 2006, with various inserts approved June 10, 2008. An updated ALP was sent to FAA for airspace review on October 9, 2009, and again on July 2, 2015. A new updated ALP/Master Plan was submitted to FAA in 2022 and approved on September 14, 2022. The petitioned improvements are shown on all these plans or will be included in a future ALP update.

II. Project Need Assessment

A. Existing Facility

The La Crosse Regional Airport is located four miles north of the City of La Crosse on French Island in the middle of the Mississippi River. The airport occupies approximately 1,400 acres. The airport has a control tower without radar capabilities that operates from 6:00 am to 9:00 pm.

The airport has three runways, two bituminous and one concrete. Runway 18/36 is the primary runway and measures 150' wide by 8,742' long. The runway is equipped with an Instrument Landing System (ILS) and associated Approach Lighting System (ALS) which provide precision approach capabilities. Additional lighting aids located on this runway are High Intensity Runway Lighting (HIRL), Runway End Identifier Lights (REIL), Visual Approach Slope Indicators (VASI), and distance-to-go signing.

Runway 13/31 is 150' wide by 6,050' with HIRL. This runway is asphalt except for the intersection with Runway 18/36. This runway is also used by air carrier aircraft when necessary due to wind. This runway also has distance-to-go signs, VASI, and REILs. Runway 4/22 is 150' wide by 5,199' with HIRL.

Runway 4/22 is used primarily by corporate and other general aviation aircraft. FAA has requested this runway be decommissioned.

The following instrument approaches are available to the airport: ILS, NDB, or GPS RWY 18; VOR or GPS RWY 36; VOR or GPS RWY 13; GPS RWY 31; GPS RWY 4; and GPS RWY 22. There is a DME unit located on the field to assist when performing these approaches.

FAA 5010 Inspection Report dated December 31, 2023, shows 19,703 total operations including 962 air carrier, 4,060 air taxi, 14,389 general aviation, and 292 military operations. There are 73 based aircraft including 60 single engine, 5 multi-engine, and 8 jets. A Fixed Base Operator provides fuel, rental, training, and repairs.

B. Assessment of Petitioned Items

1. Decommission Runway 04/22

The FAA has requested the sponsor decommission the runway as it is classified as an additional runway and is not required from a capacity or crosswind runway standpoint and thus is not eligible to receive federal funding for continued maintenance.

Decommissioning and removal of Runway 04/22 could provide an opportunity for solving complex airport geometry and direct access issues. If Runway 04/22 was decommissioned, Taxiway A2 would no longer be necessary and would eliminate one of the direct access issues.

Decommissioning and removal of Runway 04/22 will also reduce the chance of runway incursions related to direct access from the south GA apron via Taxiways A3 and B. Similarly, Taxiway B would only cross one runway if Runway 04/22 was decommissioned.

Decommissioning and removal of Runway 04/22 will also eliminate the Runway 04/22 and Taxiway C area identified as an area of concern by the Runway Safety Action Team (RSAT) at LSE ("Hot Spot #1) due to the runway/taxiway geometry.

This project will conduct the required environmental assessment (EA), design the removal of runway infrastructure (pavement, lights, etc.), and complete a multi-phase demolition process.

2. Rehabilitate/Reconstruct Runway 13/31

The sponsor would like to reconstruct secondary Runway 13/31. It was last reconstructed in 2001 with 8" of P401 bituminous pavement over 6" P208 aggregate base course.

The Wisconsin State Airport System Plan states that the minimum PCI threshold recommended for reconstruction is 75 for runways at Commercial Service Airports. The average 2025 PCI value of the runway is 67. According to the 2021 PCI evaluation, the majority of the pavement distresses are low to medium severity longitudinal/transverse cracking, medium severity weathering, and low severity patching.

This project was previously designed and bid; however, due to issues with the runway width (currently 150 feet; FAA recommended reducing to 75 feet), the project was placed on hold. Per language contained in the 2024 FAA Reauthorization Act (Section 702(2)), FAA must expand AIP project eligibility to include "a secondary runway at a nonhub airport that is equivalent in size and type to the primary runway of such airport." The sponsor wants to proceed with this project again subject to approval from FAA.

3. Rehabilitate Airport Rescue Firefighting facility

The sponsor needs to rehabilitate the current ARFF building which was constructed in 1995 and is approaching 30 years old. The roof and walls leak water resulting in water damage requiring repairs. Rehabilitating the ARFF facility will extend the facility's useful life and make it more energy efficient. The building HVAC systems are at or near the end of its useful life. Federal and State Aid grants were issued to fund the design phase in fall 2024.

4. **Rehabilitate/Reconstruct Taxiway 'B'**

The sponsor would like to rehabilitate or reconstruct Taxiway B. It was originally reconstructed in 2003 with 8" of P401 asphaltic pavement over 6" P208 aggregate base course.

The Federal Order 5100.38D (Change 1) states that all airfield pavements with a PCI less than 55 is eligible for reconstruction and a PCI less than 70 is eligible for rehabilitation. 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.

According to the 2021 PCI evaluation, the majority of the pavement distresses are medium to high severity weathering, medium severity raveling, low to medium severity longitudinal/transverse cracking, low to medium severity joint spalling, low to medium severity block cracking, low severity alligator cracking, and low severity shoving.

5. **Rehabilitate/Reconstruct Taxiway 'A'**

The five-way intersection of Taxiway A, A3, and B has been identified as an area of concern by the Runway Safety Action Team (RSAT) at LSE ("Hot Spot #2). AC 150/5300-13A recommends that all taxiway intersections be designed based on the three-node concept, which means that a pilot should be presented with no more than three choices at an intersection. Ideally, the options are left, right, and straight ahead. The five-way intersection currently provides four choices for pilots taxiing in any direction.

Large charter aircraft, such as the B737, will often park temporarily on the south GA apron adjacent to Taxiway A to avoid obstructing the terminal apron and remain near the fixed base operator (FBO). Similarly, air carrier diversions will park in this same area. Due to the size of the charter aircraft and group activity of air carrier aircraft, this ramp often becomes impassable and air traffic control must close Taxiway A.

Therefore, expansion of the south GA apron or relocation of Taxiway A would not only allow better staging for the large charter aircraft and diverted air carrier aircraft but could reduce or eliminate impacts to all GA aircraft that normally transit this area.

6. **Light/Mark/Remove Obstructions**

The sponsor would like to mitigate obstructions by installing obstruction lighting when indicated and/or remove obstructions to their runway approaches and other design surfaces as determined by the 2022 Airport Layout Plan update to maintain their runway approaches for Runways 18/36 and 13/31. Objects affecting Runway 04/22, which is planned to be decommissioned, will not be included.

7. **Improve Airport Drainage**

The sponsor conducted a comprehensive assessment of the airfield storm water drainage infrastructure condition to identify the necessary improvements to the storm water infrastructure components to improve airfield drainage and water quality.

Many of the airfield inlets and dry wells are badly deteriorated, past their useful life, and in need of repair or replacement. There are also known areas of ponding which

need to drain to prevent wildlife attractants along the Mississippi River Corridor. Some grading may be necessary to provide proper drainage.

8. Rehabilitate Terminal Building

The sponsor would like to rehabilitate**…** elevators, escalators, what other projects are required to be listed under this petition to be eligible for federal (entitlement, BIL – AIP, BIL – Terminal, discretionary) and/or state aid?

The sponsor would like to rehabilitate the terminal roof and skylight windows due to water damage caused by leaks.

9. Rehabilitate Terminal Building Generator

The terminal generator installed in 2015 has experienced many mechanical issues and is a maintenance challenge. Most notably, the generator requires frequent oil top off. 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, airport operations, and other vital terminal systems. Previous efforts to have the manufacturer honor the warranty have been unsuccessful.

10. Rehabilitate Terminal Internet Fiber Optic System

The sponsor needs to replace the existing fiber optic system supporting the terminal and terminal systems to include internet, security access control systems, security camera system, and parking lot access control system. The existing system consists of unarmored fiber which suffered major failure due to wildlife chewing into the line resulting in terminal systems going down. The project will install new armored fiber.

11. Rehabilitate Terminal Outbound Baggage Handling Equipment

The sponsor would like to replace the terminal outbound baggage conveyor originally installed in 2005 and which is reaching the end of its useful life.

12. Rehabilitate Terminal Jet Bridges

The sponsor would like to replace the three existing jet loading bridges which are approaching 30 years. The bridges are becoming maintenance intensive and replacement parts are becoming difficult to acquire.

13. Rehabilitate/Reconstruct Aprons

The sponsor would like to rehabilitate/reconstruct and apply a uniform strength to the asphaltic apron on the east side of the airport. The Federal Order 5100.38D (Change 1) states that all airfield pavements with a PCI less than 55 is eligible for reconstruction and a PCI less than 70 is eligible for rehabilitation. The average 2019 PCI value of the entire east side apron is 63. According to the 2019 PCI evaluation, the majority of the pavement distresses are low to medium severity longitudinal/transverse cracking, low to medium severity weathering, low to medium severity raveling, medium severity block cracking, and low to medium severity alligator cracking.

The most southwestern portion of the apron was constructed in 1995 with 3" asphaltic pavement over 6" aggregate base course (PCI of 51). The apron just north of that area was reconstructed in 2007 with 4" asphaltic pavement over 8" aggregate base course (PCI of 77). The majority of the western section was reconstructed in 1999 with 4" asphaltic pavement over 12" aggregate base course (PCI range 61-66). The central to eastern section was reconstructed in 2000 with 4" of asphaltic pavement over 12"-17" of aggregate base course (PCI of 70). The most eastern end was reconstructed in 2003 with 8" of asphaltic pavement over 13" aggregate base course (PCI of 49).

The airport supports large civilian and military charter flights that arrive and need to park on the east side of the airport. In addition, the airport routinely hosts large charters by military transport aircraft (C-17, C-130) and VIP aircraft including Air Force One (747) and Two (757). These flights have caused some premature deterioration of the apron pavements due to their weight thus requiring the pavements to be reconstructed and strengthened.

14. Acquire Equipment - Runway Closure Devices

The sponsor would like to acquire runway closure devices to assist in 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.

15. Rehabilitate/Expand Snow Removal Equipment Building

The sponsor would like to expand their Snow Removal Equipment (SRE) Building. The existing building was built in 1991 and is approximately 22,800 S.F. It is not large enough to house all the airport's snow removal equipment.

Based on AC 150/5220-18A, the airport requires approximately a 34,000 S.F. SRE facility to support their operations. An equipment and material storage building is needed to store their snow removal equipment, maintenance materials, hand tools, sand/salt storage, machine room, special equipment, administrative/maintenance support areas, etc.

The layout of the existing SRE building is not conducive to efficient circulation. Often the staff must move one vehicle to access another vehicle. Vehicles and attachments are frequently stored outside or in various vacant hangars. Unfortunately, several of these older hangars have since been removed to make room for new corporate hangars. Storing vehicles outside shortens the useful life of equipment and regularly shuffling equipment is inefficient and reduces snow removal response times.

The existing building maintenance and wash bays are undersized and cannot accommodate the Airport's largest vehicles due to inadequate depth.

16. Construct Sand Storage Building; Demolition of Old Sand Storage Building

If not funded and included as part of the proposed Snow Removal Building Expansion project, the sponsor would like to construct a new sand storage building. The existing building is estimated to have been constructed in the late 1980's, has reached the end of its useful life, and is in bad shape. The walls are eroding, and the foundation is failing. The existing building also needs to be removed to make room for the final phase of the corporate hangar development site. Presently the maintenance crews must go to downtown La Crosse to retrieve salt for winter maintenance on the airport roads

and parking lots. A new building would include sand, salt, and urea storage for snow and ice control of airport pavements.

17. Acquire Snow Removal Equipment

The airport sponsor would like to acquire a plow truck, a rotary snow blower, a tractor, and skid steer to replace existing snow removal equipment.

Based on the AC 150/5220-20 minimum equipment calculations that were approved by FAA in the airport's PFC application, the airport should have the following equipment which are eligible for federal funding:

- 3 Class III high-speed rotary snowplows (snow removal capacity of up to 2,500 tons/hour, a minimum casting distance of 100')
- 6 displacement plows (2 for each rotary snowplow)
- 4 high speed runway sweepers
- 4 truck mounted hopper spreader
- 1 liquid spreader tanker truck
- 1 front end loader with the following attachments: a 1 $^1/_2$ C.Y. sand bucket, 8-10 C.Y. snow bucket, and plow blade

The support vehicles such as sweepers and wheel loaders are needed to complete the removal of snow from all operational areas. Friction measuring equipment is also necessary to conduct pavement condition reporting.

The airport anticipates replacing the following pieces of snow removal equipment between 2026 and 2030:

- Rotary snowplows
  - 2009 Oshkosh blower H273B (PFC)

- Displacement plows with hopper spreaders
  - 2000 Oshkosh P2526 w/ solid & liquid chemical deicer
  - 2000 Oshkosh P2526

- Multi-purpose tractors w/ various plow, broom, & blower attachments
  - 2000 Bobcat Skid Steer
  - 2005 New Holland TV145
  - 2011 Oshkosh HT
  - 2014 Oshkosh HT

- Operations vehicles
  - 2012 Findlay-Irvine Griptester

18. Acquire Friction Measuring Equipment

The sponsor would like to acquire a replacement friction measuring equipment to replace the existing 2012 Findlay-Irvine Griptester required to perform runway pavement friction measuring during winter operations.

19. Acquire Aircraft Rescue Firefighting Vehicle

The airport has a Part 139 certification which requires them to have an Airport Rescue and Fire Fighting (ARFF) vehicle. The oldest of the airport's two existing ARFF vehicles was purchased with Federal Airport Improvement Program Funding in 2008.

The vehicle has reached the end of its useful life of 15 years and maintenance issues are anticipated to become more prevalent as the vehicle continues to age. Because functioning ARFF vehicles are required for the Airport under its FAA Part 139 Operating Certificate, it is necessary to replace this ARFF vehicle, gear, and tools to continue supporting commercial airline services.

20. Airfield Lighting, Signage, and NAVAID Upgrades

The sponsor would like to install new or replace existing airfield lighting, guidance signs, and navigational aids (rotating beacon, elevated runway guard lights, distance remaining signs, segmented circle, primary and secondary windsocks) as needed to meet standards.

21. Rehabilitate Terminal Parking Lot

The sponsor would like to reconstruct the north terminal parking lot. It was originally constructed in 1990 with 3" of bituminous pavement over 8" aggregate base course. It is well over 30+ years old and badly deteriorated and needs to be reconstructed. Currently the pavement shows much distress through alligator, block, and longitudinal/transverse cracking along with weathering/raveling and depressions. It is a revenue producing parking lot.

22. Acquire Land/Easements for Approaches

The sponsor would like to acquire land, as it becomes available and necessary for approach protection for runways 18/36 and 13/31, and/or acquire avigation easements as necessary for approach protection.

23. Prepare Site Development

The sponsor would like to construct the east side hangar development area to provide more space for corporate hangars. The airport is in need for additional hangar space. A few corporations have expressed interest in locating a hangar on the airport's east side as there is not enough room in the existing hangar area for their development needs. To meet the next five years of future hangar growth, the airport needs other areas available for development. The development of these areas will aid in meeting the needs of the airport users on current waiting lists.

The sponsor would like to prepare a general development plan for aeronautical and non-aeronautical development using land currently impacted by Runway 04/22. Once that runway is decommissioned, portions of land off the runway 04 end will become available for development.

24. Acquire Equipment - Airport Sweeper

The sponsor would like to purchase a dedicated regenerative airport sweeper for airfield maintenance. The airport does not currently possess a sweeper and is using snow removal broom which is not an effective use of that piece of equipment.

25. Acquire Security Equipment/Install Fencing

The sponsor would like to install anti-dig fencing to reduce wildlife access onto the airfield.

26. And any necessary related work

None identified at this time.

CITY OF LA CROSSE

400 La Crosse Street
La Crosse, Wisconsin 54601
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www.cityoflacrosse.org

LEGISLATION STAFF REPORT FOR COUNCIL

File ID: 24-1368

Caption: Resolution declaring the Statement of Project Intentions for 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 to submit an updated Statement of Project Intentions list to the Wisconsin Department of Transportation, Bureau of Aeronautics.

Background

Wisconsin Statutes require a Statement of Project Intentions from airport owners contemplating federal and/or state aid during the next six fiscal years. The Statement of Project Intentions is not a committment of the state or the city to undertake said projects. The proposed list are projects that the airport may request funding for to address capital infrastructure and equipment needs consistent with the Airport Master Plan and/or as may be revised. This six-year Statement of Project Intentions is used by the Wisconsin Department of Transportation, Bureau of Aeronautics for planning and budgeting purposes.

Fiscal Impact

Projects will be requested for in the annual airport capital budget, subject to approvalby the City, and receipt of funding from the Federal Aviation Administration and/or the Wisconsin Department of Transportation, Bureau of Aeronautics.

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: 24-1370

Agenda Date: 11/7/2024 **Version:** 1 **Status:** New Business

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

Agenda Number:

RESOLUTION PETITIONING THE SECRETARY OF TRANSPORTATION FOR AIRPORT IMPROVEMENT AID BY

The Common Council of the City of La Crosse
La Crosse County, Wisconsin

WHEREAS, the City of La Crosse, La Crosse County, Wisconsin hereinafter referred to as the sponsor, being a municipal body corporate of the State of Wisconsin, is authorized by Wis. Stat. §114.11 (1973), to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport, and

WHEREAS, the sponsor desires to develop or improve the La Crosse Regional Airport, La Crosse County, Wisconsin,

"PETITION FOR AIRPORT PROJECT"

WHEREAS, the foregoing proposal for airport improvements has been referred to the city plan commission for its consideration and report prior to council action as required by Wis. Stat. §62.23(5) (1973), and

WHEREAS, airport users have been consulted in formulation of the improvements included in this resolution, and

WHEREAS, a public hearing was held prior to the adoption of this petition in accordance with Wis. Stat. §114.33(2) (1973) as amended, and a transcript of the hearing is transmitted with this petition, and

THEREFORE, BE IT RESOLVED, by the sponsor that a petition for federal and (or) state aid in the following form is hereby approved:

The petitioner, desiring to sponsor an airport development project with federal and state aid or state aid only, in accordance with the applicable state and federal laws, respectfully represents and states:

1. That the airport, which it is desired to develop, should generally conform to the requirements for a Primary Commercial type airport as defined by the Federal Aviation Administration.

2. The character, extent, and kind of improvements desired under the project are as follows: Decommission Runway 04/22; Rehabilitate/Reconstruct Runway 13/31; Rehabilitate Aircraft Rescue Firefighting facility; Rehabilitate/Reconstruct Taxiway 'B'; Rehabilitate/Reconstruct Taxiway 'A'; Light/Mark/Remove Obstructions; Airport Drainage Improvements; Rehabilitate Terminal Building; Rehabilitate Terminal Internet Fiber Optic System; Rehabilitate Terminal Building Generator; Rehabilitate Terminal Outbound Baggage Handling Equipment; Rehabilitate Jet Bridges; Rehabilitate/Reconstruct Aprons; Acquire Equipment - Runway Closure Devices; Rehabilitate/Expand Snow Removal Equipment Storage Building; Construct Sand Storage Building; Acquire Snow Removal Equipment; Acquire Friction Measuring Equipment; Rehabilitate/Upgrade Airfield Lighting, Signage, and NAVAID; Rehabilitate Terminal Parking Lot; Acquire Land/Easements for Approaches; Prepare Hangar Site Development; Acquire Equipment - Airport Sweeper; Acquire Security Equipment/Install Fencing; clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55.06(3) (1997); and any necessary related work.

3. That the airport project, which your petitioner desires to sponsor, is necessary for the following reasons: to meet the existing and future needs of the airport.

WHEREAS, it is recognized that the improvements petitioned for as listed will be funded individually or collectively as funds are available, with specific project costs to be approved as work is authorized, the proportionate cost of the airport development projects described above which are to be paid by the sponsor to the Secretary of the Wisconsin Department of Transportation (hereinafter referred to as the Secretary) to be held in trust for the purposes of the project; any unneeded and unspent balance after the project is completed is to be returned to the sponsor by the Secretary; the sponsor will make available any additional monies that may be found necessary, upon request of the Secretary, to complete the project as described above;

the Secretary shall have the right to suspend or discontinue the project at any time additional monies are found to be necessary by the Secretary, and the sponsor does not provide the same; in the event the sponsor unilaterally terminates the project, all reasonable federal and state expenditures related to the project shall be paid by the sponsor; and

WHEREAS, the sponsor is required by Wis. Stat. §114.32(5) (1971) to designate the Secretary as its agent to accept, receive, receipt for and disburse any funds granted by the United States under the Federal Airport and Airway Improvement Act, and is authorized by law to designate the Secretary as its agent for other purposes.

"DESIGNATION OF SECRETARY OF TRANSPORTATION AS SPONSOR'S AGENT"

THEREFORE, BE IT RESOLVED, by the sponsor that the Secretary is hereby designated as its agent and is requested to agree to act as such in matters relating to the airport development project described above, and is hereby authorized as its agent to make all arrangements for the development and final acceptance of the completed project whether by contract, agreement, force account or otherwise; and particularly, to accept, receive receipt for and disburse federal monies or other monies, either public or private, for the acquisition, construction, improvement, maintenance and operation of the airport; and, to acquire property or interests in property by purchase, gift, lease, or eminent domain under Wis. Stat. §32.02 (1995); and, to supervise the work of any engineer, appraiser, negotiator, contractor or other person employed by the Secretary; and, to execute any assurances or other documents required or requested by any agency of the federal government and to comply with all federal and state laws, rules, and regulations relating to airport development projects.

FURTHER, the sponsor requests that the Secretary provide, per Wis. Stat. §114.33(8)(a) (1971), that the sponsor may acquire the required land or interests in land that the Secretary shall find necessary to complete the aforesaid project.

"AIRPORT OWNER ASSURANCES"

AND BE IT FURTHER RESOLVED that the sponsor agrees to maintain and operate the airport in accordance with certain conditions established in Wis. Admin. Code Trans §55.06(2) (1997), or in accordance with sponsor assurances enumerated in a federal grant agreement.

AND BE IT FURTHER RESOLVED THAT THE Mayor, City Clerk, or Airport Director be authorized to sign and execute the agency agreement authorized by this resolution.

RESOLUTION INTRODUCED BY: Tamra Dickinson

Council Member/Aviation Board Chair

CERTIFICATION

I, Nikki Elsen, Clerk of La Crosse, Wisconsin, do hereby certify that the foregoing is a correct copy of a resolution introduced at a regular meeting of the Common City Council on November 14, 2024, adopted by a majority vote, and recorded in the minutes of said meeting.

_____

Nikki Elsen, City Clerk

I, Nikki M. Elsen, certify that this resolution was duly and officially adopted by the Common Council of the City of La Crosse on November 14, 2024.

_____

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

AGENCY AGREEMENT

DEPARTMENT OF TRANSPORTATION
BUREAU OF AERONAUTICS
Madison, Wisconsin

AN AGREEMENT DESIGNATING THE SECRETARY OF TRANSPORTATION AS ITS AGENT

WHEREAS, the City of La Crosse, La Crosse County, Wisconsin, hereinafter referred to as the sponsor, desires to sponsor an airport development project to be constructed with federal aid and/or state aid, specifically, the La Crosse Regional Airport project to:

Decommission Runway 04/22; Rehabilitate/Reconstruct Runway 13/31; Rehabilitate Aircraft Rescue Firefighting facility; Rehabilitate/Reconstruct Taxiway 'B'; Rehabilitate/Reconstruct Taxiway 'A'; Light/Mark/Remove Obstructions; Airport Drainage Improvements; Rehabilitate Terminal Building; Rehabilitate Terminal Internet Fiber Optic System; Rehabilitate Terminal Building Generator; Rehabilitate Terminal Outbound Baggage Handling Equipment; Rehabilitate Jet Bridges; Rehabilitate/Reconstruct Aprons; Acquire Equipment - Runway Closure Devices; Rehabilitate/Expand Snow Removal Equipment Storage Building; Construct Sand Storage Building; Acquire Snow Removal Equipment; Acquire Friction Measuring Equipment; Rehabilitate/Upgrade Airfield Lighting, Signage, and NAVAID; Rehabilitate Terminal Parking Lot; Acquire Land/Easements for Approaches; Prepare Hangar Site Development; Acquire Equipment - Airport Sweeper; Acquire Security Equipment/Install Fencing; clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55.06(3) (1997); and any necessary related work.

WHEREAS, the sponsor adopted a resolution on November 14, 2024, a copy of which is attached and the prescribed terms and conditions of which are fully incorporated into this agreement, designating the Secretary as its agent and requesting the Secretary to act as such as set forth in the resolution; and

WHEREAS, upon such request, the Secretary is authorized by law to act as agent for the sponsor until financial closing of this project;

NOW THEREFORE, the sponsor and the Secretary do mutually agree that the Secretary shall act as the sponsor's agent in the matter of the airport development as provided by law and as set forth in the referenced resolution; provided, however, that the Secretary is not required to provide legal services to the sponsor;

IN WITNESS WHEREOF, the authorized representatives of the parties have affixed their signatures and the seal of the parties.

WITNESS:

The City of La Crosse
La Crosse County, Wisconsin
Sponsor

_____ By: _____
Mitch Reynolds, Mayor

_____ _____
Nikki Elsen, City Clerk

……..

By: SECRETARY OF TRANSPORTATION

_____
David M. Greene, Director
Bureau of Aeronautics

NOTICE OF PUBLIC HEARING
IN THE MATTER OF STATE AND FEDERAL AID
FOR THE IMPROVEMENTS AT

La Crosse Regional Airport

La Crosse, Wisconsin

NOTICE IS HEREBY GIVEN that the Common Council of the City of La Crosse, by its Finance & Personnel Committee, will hold a public meeting as follows:

The City of La Crosse is considering petitioning the State of Wisconsin, Department of Transportation, for state and federal aid to undertake the following development at the La Crosse Regional Airport.

Decommission Runway 04/22; Rehabilitate/Reconstruct Runway 13/31; Rehabilitate Aircraft Rescue Firefighting facility; Rehabilitate/Reconstruct Taxiway 'B'; Rehabilitate/Reconstruct Taxiway 'A'; Light/Mark/Remove Obstructions; Airport Drainage Improvements; Rehabilitate Terminal Building; Rehabilitate Terminal Internet Fiber Optic System; Rehabilitate Terminal Building Generator; Rehabilitate Terminal Outbound Baggage Handling Equipment; Rehabilitate Jet Bridges; Rehabilitate/Reconstruct Aprons; Acquire Equipment - Runway Closure Devices; Rehabilitate/Expand Snow Removal Equipment Storage Building; Construct Sand Storage Building; Acquire Snow Removal Equipment; Acquire Friction Measuring Equipment; Rehabilitate/Upgrade Airfield Lighting, Signage, and NAVAID; Rehabilitate Terminal Parking Lot; Acquire Land/Easements for Approaches; Prepare Hangar Site Development; Acquire Equipment - Airport Sweeper; Acquire Security Equipment/Install Fencing; clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55.06(3) (1997); and any necessary related work.

The City Plan Commission will meet to consider said matter on **Monday, November 4, 2024, at 4:00** in the Council Chambers in City Hall, City of La Crosse, La Crosse County, Wisconsin.

A public hearing before the Finance & Personnel Committee will be held at **6:00 p.m. on Thursday, November 7, 2024,** in the Council Chambers in City Hall, City of La Crosse, La Crosse County, Wisconsin.

All interested persons are invited to attend and present their views on the need for the proposed airport development. Written testimony will be accepted until 2:00 p.m. on November, 1, 2024 at the following address: Airport Director, 2850 Airport Road, La Crosse, WI 54603.

Dated this 15th day of October, 2024.

Nikki M. Elsen, City Clerk
City of La Crosse

Published in the: La Crosse Tribune
Date: Saturday, October 19, 2024

CITY OF LA CROSSE

400 La Crosse Street
La Crosse, Wisconsin 54601
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www.cityoflacrosse.org

LEGISLATION STAFF REPORT FOR COUNCIL

File ID: 24-1370

Caption: Resolution for State Aid Petition.

Staff/Department Responsible for Legislation

Airport

Requestor of Legislation

Jeffrey Tripp

Location, if applicable

La Crosse Regional Airport

Summary/Purpose

This resolution is required to submit a Petition to the Wisconsin Department of Transportation, Bureau of Aeronautics for State Aid.

Background

Wisconsin Statutes require a Statement of Project Intentions from airport owners contemplating federal and/or state aid during the next six fiscal years. The Statement of Project Intentions is not a committment of the state or the city to undertake said projects. The proposed list are projects that the airport may request funding for to address capital infrastructure and equipment needs consistent with the Airport Master Plan and/or as may be revised. This six-year Statement of Project Intentions is used by the Wisconsin Department of Transportation, Bureau of Aeronautics for planning and budgeting purposes.

Fiscal Impact

Projects will be requested for in the annual airport capital budget, subject to approvalby the City, and receipt of funding from the Federal Aviation Administration and/or the Wisconsin Department of Transportation, Bureau of Aeronautics.

Staff Recommendation

Staff recommends approval of this item.

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 Texas, County of Bexar, ss:

Jesse Sassaman, 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:
October. 19 2024

NOTICE ID: d5pbfZvzOs5GtQ4eZOhc
PUBLISHER ID: COL-WI-100511
NOTICE NAME: Notice of Hearing - Airport Improvement Aid
Publication Fee: $70.76

Section: Legals
Category: 0001 Wisconsin Legals

(Signed) Jesse Sassaman

VERIFICATION

State of Texas
County of Bexar

NOTARY PUBLIC STATE OF TEXAS
Robert Hollie III
ID NUMBER
133582194
COMMISSION EXPIRES
February 10, 2026

Subscribed in my presence and sworn to before me on this: 10/21/2024

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

Notice of Hearing - Airport Improvement Aid
NOTICE OF PUBLIC HEARING IN THE MATTER OF STATE AND FEDERAL AID FOR THE IMPROVEMENTS AT

La Crosse Regional Airport
La Crosse, Wisconsin

NOTICE IS HEREBY GIVEN that the Common Council of the City of La Crosse, by its Finance & Personnel Committee, will hold a public meeting as follows:

The City of La Crosse is considering petitioning the State of Wisconsin, Department of Transportation, for state and federal aid to undertake the following development at the La Crosse Regional Airport.

Decommission Runway 04/22; Rehabilitate/Reconstruct Runway 13/31; Rehabilitate Aircraft Rescue Firefighting facility; Rehabilitate/Reconstruct Taxiway 'B'; Rehabilitate/Reconstruct Taxiway 'A'; Light/Mark/Remove Obstructions; Airport Drainage Improvements; Rehabilitate Terminal Building; Rehabilitate Terminal Internet Fiber Optic System; Rehabilitate Terminal Building Generator; Rehabilitate Terminal Outbound Baggage Handling Equipment; Rehabilitate Jet Bridges; Rehabilitate/Reconstruct Aprons; Acquire Equipment - Runway Closure Devices; Rehabilitate/Expand Snow Removal Equipment Storage Building; Construct Sand Storage Building; Acquire Snow Removal Equipment; Acquire Friction Measuring Equipment; Rehabilitate/Upgrade Airfield Lighting, Signage, and NAVAID; Rehabilitate Terminal Parking Lot; Acquire Land/Easements for Approaches; Prepare Hangar Site Development; Acquire Equipment - Airport Sweeper; Acquire Security Equipment/Install Fencing; clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55.06(3) (1997); and any necessary related work.

The City Plan Commission will meet to consider said matter on **Monday, November 4, 2024, at 4:00** in the Council Chambers in City Hall, City of La Crosse, La Crosse County, Wisconsin.

A public hearing before the Finance & Personnel Committee will be held at **6:00 p.m. on Thursday, November 7, 2024,** in the Council Chambers in City Hall, City of La Crosse, La Crosse County, Wisconsin.

All interested persons are invited to attend and present their views on the need for the proposed airport development. Written testimony will be accepted until 2:00 p.m. on November, 1, 2024 at the following address: Airport Director, 2850 Airport Road, La Crosse, WI 54603.

Dated this 15th day of October, 2024.

Nikki M. Elsen, City Clerk
City of La Crosse
10/19 LAC
COL-WI-100511 WNAXLP

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-1371

Agenda Date: 11/7/2024 **Version:** 1 **Status:** New Business

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

Resolution appropriating ARPA funds to pay for the remediation required on detached garages which violate the current floodplain standards per FEMA.

RESOLUTION

WHEREAS, Federal Emergency Management Agency (FEMA) manages the National Flood Insurance Program (NFIP) that provides flood insurance to the public; and

WHEREAS, Resolutions 22-0643, 22-1358 and 23-0176 approved funds for remediation of garages in lieu of Deed Restrictions raising the number of vents, installs, and Elevation Certificates required; and

WHEREAS, in order for City residents to continue to qualify for subsidized flood insurance per the NFIP, these violations are required to be mitigated either by placing flood vents in the existing garages or by elevating the finished floor; and

WHEREAS, FEMA requires verification of compliance in the form of an updated elevation certificate.

NOW, THEREFORE, BE IT RESOLVED BY THE Common Council of the City of La Crosse that it hereby appropriates $1,500 previously allocated to the Floodplain Relief Grant program through 23-0451 for the installation of flood vents in a FEMA violation garage, and for a post-construction Elevation Certificate.

BE IT FURTHER RESOLVED by the Common Council of the City of La Crosse that the Fire Department – Division of Community Risk Management and the City Finance Department are hereby authorized to take any and all steps necessary to effectuate this resolution.

CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID: 24-1371

Caption: Resolution appropriating ARPA funds to pay for the remediation required on detached garages which violate the current floodplain standards per FEMA.

Staff/Department Responsible for Legislation

Tera Maldonado / Community Risk Management

Requestor of Legislation

Tera Maldonado, Floodplain Coordinator

Location, if applicable

Summary/Purpose

To allocate ARPA funds for the installation of flood vents in a FEMA violation garage, and for a post-construction Elevation Certificate.

Background

The Federal Emergency Management Agency manages the National Flood Insurance Program, which provides subsidized flood insurance to the public. To aid in allowing City residents to continue to qualify for subsidized flood insurance, one structure needs assistance with flood vent installation, as in resolutions 22-0643, 22-1358, and 23-0176.

Fiscal Impact

$1,500.00 ARPA funds reallocated from 23-0451

Staff Recommendation

Approval

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-1381

Agenda Date: 11/7/2024 **Version:** 1 **Status:** New Business

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

24-1381

Resolution amending Appendix C Fee Schedule regarding the Brush Site.

RESOLUTION

WHEREAS, there is pending legislation to authorize fees and a funding account associated with operation of a City of La Crosse Brush Site, an amended Ordinance under legislative item 24-1380.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the following addition to Appendix C effective upon adoption by the Common Council.

36-68	Brush Site annual user-permit fee (Residential)	2024	$25
36-68	Brush Site annual contractor-permit fee (Commercial)	2024	$1,500

BE IT FURTHER RESOLVED that all other fees included within Appendix C remain unchanged.

BE IT FURTHER RESOLVED that City staff is authorized to take any and all steps necessary to effectuate this resolution

CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID 24-1381

Caption Resolution amending Appendix C Fee Schedule regarding the Brush Site.

Staff/Department Responsible for Legislation

Engineering & Public Works

Requestor of Legislation

Matthew A. Gallager, P.E. - Director of Engineering & Public Works

Location, if applicable

N/A

Summary/Purpose

To amend the Appendix C - Fee Schedule, to establish user fees for the Brush Site.

Background

The City of La Crosse has been operating a Brush Site at the Municipal Service Center for decades on a permit basis for properties in the City of La Crosse. The site generates tons of compost, woodchips, and fuel for sustainable power. Operations of the Brush Site are vital to annual operations and grant funding from the Department of Natural Resources. The Site currently requires funding from the general levy for operations and maintenance. This Resolution sets the user fees for permits for the Site.

Fiscal Impact

Estimated $50,000 to $65,000 revenue from residential and commercial permits. Costs to be reduced in future Capital Equipment or Capital Improvement Projects budgets.

Staff Recommendation

Approval

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-1383

Agenda Date: 11/7/2024 **Version:** 1 **Status:** New Business

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

Agenda Number:

24-1383

Resolution allocating unused Sanitary Sewer Utility funds for the Mormon Coulee Road Force Main project bid in 2024.

RESOLUTION

WHEREAS, a Capital Improvement Project was previously approved for repairs related to the Mormon Coulee Road Force Main, as part of CIP #2024-882; and

WHEREAS, the ability to construct necessary infrastructure, including lining of the existing force main, required an expansion of scope to include additional length of pipe and manhole structure(s); and

WHEREAS, additional 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 for construction; 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*:

Sanitary Sewer Utility Funds (Unbudgeted Cash)	$400,000

And allocating those funds *to*:

CIP 2024 #882	$400,000

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 24-1383

Caption Resolution allocating unused Sanitary Sewer Utility funds for the Mormon Coulee Road Force Main project bid in 2024.

Staff/Department Responsible for Legislation

Engineering & Public Works

Requestor of Legislation

Matthew A. Gallager, P.E. - Director of Engineering & Public Works

Location, if applicable

Mormon Coulee Road, Districts 11 and 13

Summary/Purpose

To allocate additional Sanitary Sewer Utility funds to award the project to line a segment of the Mormon Coulee Road Force Main.

Background

The City of La Crosse Sanitary Sewer Utility owns and operates a force main, generally running along the northwest side of Mormon Coulee Road, either side of the intersection with Broadview Place, that carries substantial flow from the far south side of the City of La Crosse northward to the Wastewater Treatment Plant. This length of pipe has been plagued by failures in the pipe, resulting in emergency repair projects. An evaluation of the pipe was done to study which areas may be prone to imminent failures, to prioritize lining and/or replacing the pipe. The design of the section prioritized for replacement expanded the length originally chosen. This is to facilitate the necessary infrastructure (pipes, manhole structures, and curb & gutter and pavement patching) to stage the first phase of work. Additional funds are needed to award this contract. All funds are from the Sanitary Sewer Utility.

Fiscal Impact

$400,000

Staff Recommendation

Approval

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-1385

Agenda Date: 11/7/2024 **Version:** 1 **Status:** New Business

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

Resolution authorizing takeover, maintenance, and ownership of ornamental neighborhood streetlighting on MacHarley Lane.

RESOLUTION

WHEREAS, ornamental streetlighting was installed by the developer of the MacHarley Lane pocket neighborhood circa the year 2000, and,

WHEREAS, the Homeowners Association was originally intended to own and fund power for the ornamental streetlighting; and

WHEREAS, residents of the street have recently made requests for the City of La Crosse to take ownership, to repair, maintain, power, and ultimately replace the failing streetlighting, which was installed in the Public Right-of-Way, in the turf boulevard area between the curb & gutter and sidewalk.

BE IT RESOLVED, by the Common Council of the City of La Crosse that it hereby authorizes taking ownership of the derelict streetlight poles on MacHarley Lane, and to conduct in-house maintenance to extend the use of the lights until such time as a Capital Improvement Project can replace the lights with modern neighborhood lighting.

BE IT FURTHER RESOLVED, that repair and maintenance of up to five (5) lamp posts and luminaires, including wiring and re-lamping, are authorized to be absorbed into the Street Department inventory, including monthly power charges.

BE IT FURTHER RESOLVED, that the cost of the street light operation be paid by the Street Lighting Operating Budget.

BE IT FURTHER RESOLVED, that City staff are hereby authorized to effectuate this Resolution.

CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID: 24-1385

Caption: Resolution authorizing takeover, maintenance, and ownership of ornamental neighborhood streetlighting on MacHarley Lane.

Staff/Department Responsible for Legislation

Engineering & Public Works

Requestor of Legislation

Council Member Happel

Location, if applicable

MacHarley Lane, District 12

Summary/Purpose

To assume ownership, and facilitate required maintenance and monthly power costs, of five (5) ornamental streetlights.

Background

The developer of the homes on MacHarley lane installed five (5) ornamental streetlight poles in or around the year 2000. The original poles, which were to be owned and maintained by the homeowners association, have aged and fallen into disrepair. The City of La Crosse could take ownership of these lights and maintain them, as they are in the public R/W. Until such time as a suitable, modern LED neighborhood streetlight project could replace them, an estimated annual cost to the Street Department, which would include annual re-lamping, maintenance, and power costs, is estimated at approximately $2,000.

Fiscal Impact

Estimate of approximately $2,000 annually.

Staff Recommendation

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-1386

Agenda Date: 11/7/2024 **Version:** 1 **Status:** New Business

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

Agenda Number:

24-1386

Resolution approving a reorganization to the table of positions and classifications for the Community Risk Management 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 Community Risk Management department has determined a need to evaluate and update compensation & position titles within the department to ensure ability to competitively recruit and retain qualified staff 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:

- REMOVE (1) vacant position of a non-exempt, Inspector II – Housing, Grade 10, hourly wage range of $30.94 (Step 1) to $40.58 (Step 11).
- ADD one (1) position of a non-exempt, Code Enforcement Technician, Grade 8, hourly wage range of $27.81 (Step 1) to $36.48 (Step 11).
- RECLASSIFY the non-exempt, Inspector II – Electrical, Grade 10, Step 3 $32.66/hr. to non-exempt, Building Inspector – Electrical, Grade 11, Step 1 $33.10/hr.
- RECLASSIFY the non-exempt, Inspector II – Plumbing, Grade 10, Step 10 $39.49/hr. to non-exempt, Building Inspector – Plumbing, Grade 11, Step 8 $40.02/hr.
- RECLASSIFY the non-exempt, Inspector II – Housing, Grade 10, hourly wage range of $30.94 (Step 1) to $40.58 (Step 11)
    - Incumbents will move to the following position, grade and step placement:
        - Inspector II – Housing, Grade 10, Step 3 $32.66/hr., non-exempt to Building Inspector – Housing, Grade 11, Step 1 $33.10/hr. non-exempt.
        - Inspector II – Housing, Grade 10, Step 8 $37.40/hr., non-exempt to Building Inspector – Housing, Grade 11, Step 6 $37.91/hr. non-exempt.
        - Inspector II – Housing, Grade 10, Step 10 $39.49/hr., non-exempt, to Building Inspector – Housing, Grade 11, Step 8 $40.02/hr., non-exempt.

BE IT FURTHER RESOLVED that the position title and classification identified herein are hereby approved effective November 22, 2024, and the Director of Human Resources, the Chief Building Inspector and the Fire Chief 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 24-1386

Caption Resolution approving a reorganization to the table of positions and classifications for the Community Risk Management department.

Staff/Department Responsible for Legislation

Jeff Schott, David Reinhart and Rebecca Franzen

Requestor of Legislation

Rebecca Franzen

Location, if applicable

Summary/Purpose

The purpose is to provide a revised job description with comparable wages equal to building inspectors in similar sized municipalities. Shifting the 5th Building Inspector position to a Code Enforcement Technician will put a greater emphasis on municipal code enforcement.

Background

The city has recently performed the pay and class studies on both Code Enforcement Technician and Building Inspector Positions into a different grade level. It has been difficult to find qualified and interested persons to fill the Building Inspector positions due to wages and the additional responsibilities of code enforcement. The additional Code Enforcement position should alleviate the burden placed on building inspectors to enforce code in addition to the normal job duties associated with inspection duties.

Fiscal Impact

No fiscal impact in 2024. In 2025, the difference in pay grades between Code Enforcement Tech and Building Inspector will cover the increase in salaries/wages to the remaining 4 building inspector positions.

Staff Recommendation

Adopt

Employee Name			
Position Title	Building Inspector – Electrical	**Department**	Community Risk Management
FLSA	Non-Exempt	**Reports To**	Chief Building Inspector
Pay Grade	10	**Unit**	Non-represented

Purpose of Position

The purpose of this position is to provide professional electrical construction review of plans, inspection for compliance with municipal, state and national plumbing codes, issue permits for electrical work and property maintenance inspection services to community stakeholders. The work is performed under the director of the Chief Building Inspector.

Essential Duties & Responsibilities

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

- Schedules, conducts, and documents inspections for electrical, solar, and antennae installations.
- Reviews plans for compliance with municipal, state, and national electrical codes to ensure projects are done in the most code compliant and efficient manner.
- Reviews, approves, and issues industrial, commercial, and residential permits for electrical work in new construction, remodeling and alteration projects. Also reviews, approves, and issues permits for fire alarm installation.
- Approves and issues radio and television antennae installation permits.
- Interprets codes and advises electrical contractors regarding proper installation.
- Conducts and attends meetings with contractors, property owners, designers, and others to discuss proposed or on-going electrical installation/alteration requirements.
- Investigates suspected electrical code violations referred by the public and others; issues verbal or documented orders to correct conditions of premises for non-compliant installations; issues code violation citations; re-inspects corrections.
- Assists City Attorney in prosecuting code violations.
- Assists the city fire department with fire investigations when electrical malfunction sources are considered.
- Investigates suspected electrical code violations referred by utility companies or the city fire department.
- Investigate complaints regarding unsafe electrical conditions.
- Assists other Building Inspectors regarding electrical determinations.
- Assists other Building Inspectors during condemnation proceedings according to applicable statues.

- Inspect properties for maintenance violations, writes orders to correct conditions of premises and performs follow up inspections to ensure compliance is achieved.
- Maintains regular and predictable on-site attendance.
- Maintains knowledge of inspection techniques, applicable codes/standards, enforcement techniques and other inspectors' duties and responsibilities.
- Attends trainings and maintains continuing education credits as required for credentials.

Additional Duties & Responsibilities

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

- Advises City staff regarding City building projects and City Hall maintenance staff regarding building repairs.
- Advises the Housing Rehabilitation Department regarding projects.
- Assists the public in-person via email and over the phone.
- Answers phone calls and relays messages; operates a mobile phone and/or radio.
- Faxes/emails information, photocopies materials and uses the internet to check information.
- Takes digital photos and uploads photos to computer network.
- Provides inspection/enforcement information.
- Discusses issues with the Mayor and/or Councilmembers.

Minimum Training & Experience Requirements

- Master Electrician with seven (7) years of skilled Electrician experience, or any combination of education and experience that provides equivalent knowledge, skills, and abilities.
- Valid motor vehicle operator's license required.
- The following valid State of Wisconsin Department of Safety and Professional Services Inspector Certification(s) are required within six (6) months of hire:
    - Commercial & UDC Electrical Inspector Certification

Physical & Mental Requirements

Language Ability and Interpersonal Communication

- Ability to analyze and categorize data and information in order to determine the relationship of the data with reference to established criteria/standards.
- Ability to compare, count, differentiate, measure, assemble, copy and record the transcribed data and information.
- Ability to classify, compute, and tabulate data.

- Ability to persuade, convince, and/or train others, including the ability to act in a lead worker capacity.

- Ability to advise and interpret how to apply policies, procedures, and standards to specific situations.

- Ability to utilize a variety of advisory data and information such as electrical drawings/plans, architectural drawings, photographs, technical reports, statistical reports, inspection reports, inspection certificates, insurance certifications, mileage reports, electrics codes, electrician certifications, building codes, illumination codes, financial statements, technical operating manuals, procedures, guidelines, and non-routine correspondence.

- Ability to communicate orally and in writing with electricians, contractors, property owners, business representatives, real estate brokers, attorneys, planning department personnel, engineers, other inspectors, skilled building trades person, Department of Safety and Professional Services personnel, Fire Department personnel and the public.

Mathematical Ability

- Ability to calculate percentages, fractions, decimals, volumes, ratios, present values, and spatial relationships.

- Ability to interpret basic descriptive statistical reports.

Judgement and Situational Reasoning Ability

- Ability to apply functional reasoning to synthesizing information and functions, and ability to influence others in activities such as leading, controlling and supervising.

- Ability to exercise the judgement, decisiveness and creativity required in situations involving the evaluation of information against sensory and/or judgmental criteria, as opposed to criteria that are clearly measurable.

Physical Requirements

- Ability to operate, maneuver and/or steer equipment and machinery requiring simple but continuous adjustments, such as motor vehicle, tape measure, level, architects/engineers scale, computer terminal, telephone, calculator and photocopier.

- Ability to coordinate eyes, hands, feet and limbs in performing movements requiring moderate skill, such as measuring.

- Ability to exert moderate but not constant physical effort, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, crawling, lifting, carrying, pushing, and pulling.

- Ability to recognize and identify similarities or difference between characteristics of colors, shapes, sounds and textures associated with job-related objects, materials, and tasks.

Environmental Adaptability

- Ability to work under often unsafe and uncomfortable conditions where exposure to environmental factors such as temperature variations, odors, toxic agents, irate individuals, intimidation, wetness, machinery, electrical currents, traffic hazards, disease and/or dust can cause discomfort and where there is a risk of injury.

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

Employee Name			
Position Title	Building Inspector – Plumbing	**Department**	Community Risk Management
FLSA	Non-Exempt	**Reports To**	Chief Building Inspector
Pay Grade	10	**Unit**	Non-represented

Purpose of Position

The purpose of this position is to provide professional plumbing construction review of plans, inspection for compliance with municipal, state and national plumbing codes, issue permits for plumbing work and property maintenance inspection services to community stakeholders. The work is performed under the director of the Chief Building Inspector.

Essential Duties & Responsibilities

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

- Schedules, conducts, and documents inspections for plumbing installations.
- Reviews plans for compliance with local, state, and national plumbing codes to ensure projects are done in the most code compliant and efficient manner.
- Reviews, approves, and issues industrial, commercial, and residential permits for plumbing work in new construction, remodeling and alteration projects.
- Issues maintenance orders, records compliance, and daily activities on a computer software that tracks permits, service requests, and complaints.
- Inspects restaurants, taverns, and rooming houses for code compliance prior to licensing.
- Interprets codes and advises plumbing contractors regarding proper installation.
- Conducts and attends meetings with contractors, property owners, designers, and others to discuss proposed or on-going plumbing installation/alteration requirements.
- Investigates suspected plumbing code violations referred by the public and others; issues verbal or documented orders to correct conditions of premises for non-compliant installations; issues code violation citations; re-inspects corrections.
- Assists City Attorney in prosecuting code violations.
- Assists other Building Inspectors regarding plumbing determinations.
- Assists other Building Inspectors during condemnation proceedings according to applicable statues.
- Inspects, measures, and records sewer connections, provides detailed installation materials and measurements to the Utilities office for updating the city sewer mapping system.

- Inspects, measure and record sewer connections in Shelby Districts 1 and 2 and Town and Campbell; Provides detailed installation materials and measurements to the utilities office for updating the city's sewer mapping system.
- Prepare all financial and statistical reports for plumbing and excavation permits and inspections.
- Assists the utilities office in the development of policies and procedures.
- Maintains regular and predictable on-site attendance.
- Maintains knowledge of inspection techniques, applicable codes/standards, enforcement techniques and other inspectors' duties and responsibilities.
- Attends trainings and maintains continuing education credits as required for credentials.

Additional Duties & Responsibilities

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

- Advises City staff regarding City building projects and City Hall maintenance staff regarding building repairs.
- Advises the Housing Rehabilitation Department regarding projects.
- Assists the public in-person via email and over the phone.
- Answers phone calls and relays messages; operates a mobile phone and/or radio.
- Faxes/emails information, photocopies materials and uses the internet to check information.
- Takes digital photos and uploads photos to computer network.
- Provides inspection/enforcement information.
- Discusses issues with the Mayor and/or Councilmembers.

Minimum Training & Experience Requirements

- State of Wisconsin Journeyman Plumber Certification and at least seven (7) years of skilled plumbing experience, or any combination of education and experience that provides equivalent knowledge, skills, and abilities.
- Valid motor vehicle operator's license required.
- The following valid State of Wisconsin Department of Safety and Professional Services Inspector Certification(s) are required within six (6) months of hire:
    - Commercial & UDC Plumbing Inspector Certification

Physical & Mental Requirements

Language Ability and Interpersonal Communication

- Ability to analyze and categorize data and information in order to determine the relationship of the data with reference to established criteria/standards.

- Ability to compare, count, differentiate, measure, assemble, copy and record the transcribed data and information.

- Ability to classify, compute, and tabulate data.

- Ability to persuade, convince, and/or train others, including the ability to act in a lead worker capacity.

- Ability to advise and interpret how to apply policies, procedures, and standards to specific situations.

- Ability to utilize a variety of advisory data an information such as plumbing codes, permit applications, building plans, maps, engineering plans, plumber credentials, inspection certificates, inspection reports, violation citations, milage reports, building codes, technical operating manuals, statutes, procedures, guidelines, and non-routine correspondence.

- Ability to communicate orally and in writing with plumbers, contractors, property owners, business representatives, real estate brokers, attorneys, planning department personnel, engineers, other inspectors, skilled building trades person, Department of Safety and Professional Services personnel, Fire Department personnel and the public.

Mathematical Ability

- Ability to calculate percentages, fractions, decimals, volumes, ratios, present values, and spatial relationships.

- Ability to interpret basic descriptive statistical reports.

Judgement and Situational Reasoning Ability

- Ability to apply functional reasoning to synthesizing information and functions, and ability to influence others in activities such as leading, controlling and supervising.

- Ability to exercise the judgement, decisiveness and creativity required in situations involving the evaluation of information against sensory and/or judgmental criteria, as opposed to criteria that are clearly measurable.

Physical Requirements

- Ability to operate, maneuver and/or steer equipment and machinery requiring simple but continuous adjustments, such as motor vehicle, tape measure, level, architects/engineers scale, computer terminal, telephone, calculator and photocopier.

- Ability to coordinate eyes, hands, feet and limbs in performing movements requiring moderate skill, such as measuring.

- Ability to exert moderate but not constant physical effort, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, crawling, lifting, carrying, pushing, and pulling.

- Ability to recognize and identify similarities or difference between characteristics of colors, shapes, sounds and textures associated with job-related objects, materials, and tasks.

Environmental Adaptability

- Ability to work under often unsafe and uncomfortable conditions where exposure to environmental factors such as temperature variations, odors, toxic agents, irate individuals, intimidation, wetness, machinery, electrical currents, traffic hazards, disease and/or dust can cause discomfort and where there is a risk of injury.

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

Employee Name			
Position Title	Building Inspector – Housing	**Department**	Community Risk Management
FLSA	Non-Exempt	**Reports To**	Chief Building Inspector
Pay Grade	10	**Unit**	Non-represented

Purpose of Position

The purpose of this position is to provide professional construction review of plans, inspect buildings for compliance with municipal, state and national building codes, issue permits, and property maintenance inspection services to community stakeholders. The work is performed under the director of the Chief Building Inspector.

Essential Duties & Responsibilities

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

- Issues maintenance orders, records compliance, and daily activities on a computer software that tracks permits, service requests, and complaints.
- Inspects building construction for code compliance and approves properly completed work.
- Issues permits for building construction and HVAC for new, additions and remodeling projects.
- Uses department software for documentation of work activities.
- Reviews permit applications and building construction project plans/specifications for code compliance, procures, and evaluates electronic data/information to ensure projects are done in the most code compliant and efficient way possible.
- Inspects erosion control projects for compliance with codes and approved practices.
- Issues land disturbance permits.
- Determines and enforces zoning codes, flood plain elevations, and other matters regarding building projects and land use.
- Prepares letters of denial for zoning appeal hearings, creates a presentation for the meeting, and attendings meetings to testify under oath and for technical assistance.
- Attends Building/Housing appeals meetings for technical assistance.
- Responds to service requests, complaints, and referrals regarding building conditions, property exteriors, blight, nuisances, refuse, and waste problems, building, zoning, and other ordinance violations.
- Inspects structures for habitability and life/safety code violations.
- Prepares and records verbal and written communication records of inspections, observations and enforcement actions.

- Collaborates with various city, county, health, fire, medical, and legal departments regarding building construction, maintenance inspection, and code interpretation issues.
- Interprets, implements, and enforces adopted ordinances and codes.
- Prepares information to the public and others regarding housing and building code standards and requirements.
- Refers regulation inquiries, comments and complaints to appropriate agency.
- Maintains knowledge of inspection techniques, applicable codes/standards, enforcement techniques and other inspectors' duties and responsibilities.
- Attends trainings and maintains continuing education credits as required for job required credentials/
- Issues citations where applicable and assists the City Attorney with prosecution.
- Condemns and assists other inspectors in condemning properties as required.
- Issues permits for signs, parking lots, fences, and other municipal permits.
- Issues certificates of compliance.
- Maintains regular and predictable on-site attendance.

Additional Duties & Responsibilities

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

- Advises City staff regarding City building projects and City Hall maintenance staff regarding building repairs.
- Advises the Housing Rehabilitation Department regarding projects.
- Assists the public in-person via email and over the phone.
- Answers phone calls and relays messages; operates a mobile phone and/or radio.
- Faxes/emails information, photocopies materials and uses the internet to check information.
- Takes digital photos and uploads photos to computer network.
- Provides inspection/enforcement information.
- Discusses issues with the Mayor and/or Councilmembers.

Minimum Training & Experience Requirements

- Vocational/technical diploma in construction trade, or related field.
- Seven years of skilled construction or construction management experience in residential, commercial, or industrial; or any combination of education and experience that provides equivalent knowledge, skills, and abilities.
- Valid motor vehicle operator's license required.

- The following valid State of Wisconsin Department of Safety and Professional Services Inspector Certifications are required within six (6) months of hire:
    - Commercial Building Inspector Certification
    - UDC Construction Inspector Certification
    - UDC-HVAC Inspector Certification

Physical & Mental Requirements

Language Ability and Interpersonal Communication

- Ability to analyze and categorize data and information in order to determine the relationship of the data with reference to established criteria/standards.
- Ability to compare, count, differentiate, measure, assemble, copy and record the transcribed data and information.
- Ability to classify, compute, and tabulate data.
- Ability to persuade, convince, and/or train others.
- Ability to advise and interpret how to apply policies, procedures, and standards to specific situations.
- Ability to utilize a variety of advisory data and information such as building plans, permit reports, inspection reports, violation citations, permit applications, code manuals, zoning codes, maps, technical operating manuals, statutes, procedures, guidelines, and non-routine correspondence.
- Ability to communicate orally and in writing with permit applicants, real estate brokers, contractors, attorneys, property owners, skilled building trades person, business representative inspectors, and the public.

Mathematical Ability

- Ability to calculate percentages, fractions, decimals, volumes, ratios, present values, and spatial relationships.
- Ability to interpret basic descriptive statistical reports.

Judgement and Situational Reasoning Ability

- Ability to apply functional reasoning to synthesizing information and functions, and ability to influence others in activities such as leading, controlling and supervising.
- Ability to exercise the judgement, decisiveness and creativity required in situations involving the evaluation of information against sensory and/or judgmental criteria, as opposed to criteria that are clearly measurable.

Physical Requirements

- Ability to operate, maneuver and/or steer equipment and machinery requiring simple but continuous adjustments, such as motor vehicle, tape measure, level, architects/engineers scale, computer terminal, telephone, calculator and photocopier.

- Ability to coordinate eyes, hands, feet and limbs in performing movements requiring moderate skill, such as measuring.

- Ability to exert moderate but not constant physical effort, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, crawling, lifting, carrying, pushing, and pulling.

- Ability to recognize and identify similarities or difference between characteristics of colors, shapes, sounds and textures associated with job-related objects, materials, and tasks.

Environmental Adaptability

- Ability to work under often unsafe and uncomfortable conditions where exposure to environmental factors such as temperature variations, odors, toxic agents, irate individuals, intimidation, wetness, machinery, electrical currents, traffic hazards, disease and/or dust can cause discomfort and where there is a risk of injury.

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

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-1436

Agenda Date: 11/14/2024 **Version:** 1 **Status:** New Business

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

Agenda Number:

Resolution re-appropriating Operating Budget funds for purchase of Public Works vehicles from the fleet lease program.

RESOLUTION

WHEREAS, the City of La Crosse previously entered into a lease program for various department fleet vehicles, and said vehicles' lease payments are made monthly from a non-departmental operating budget fund for the duration of the leases; and

WHEREAS, fleet vehicles used for core operations and functions by various departments under the Public Works umbrella frequently have high use at facilities and work sites but result in low annual milage figures; and

WHEREAS, through review of vehicle usage, lease payment amounts, and resale values, observation has been made that the lifecycle cost of many fleet vehicles would result in substantial monthly savings to the City of La Crosse through departmental ownership, rather than ongoing lease payments; and

WHEREAS, individual departments can best asses their vehicle usage and determine which vehicles to purchase out of the lease program, with a plan for ongoing replacement in the future with Capital Equipment funding on a longer, recurring basis; and

WHEREAS, exact buyout figures will not be available until the point of sale, and it is advantageous to purchase as many vehicles as possible within the allocated funds; and

WHEREAS, due to recent staffing levels, current inventory of supplies, and anticipated usage of materials, based upon immediate circumstances, funds are available to purchase vehicles out of the lease program.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of La Crosse that it hereby approves the re-allocation of Operating Funds for the following:

- Purchase of up to 8 Street Department Fleet Vehicles
- Purchase of up to 7 Engineering Fleet Vehicles

BE IT FURTHER RESOLVED that funds, not to exceed, shall be allocated *from* the following Street Department Operating Budget lines:

Cement	$50,000
Salt	$26,000
General Administrative	$224,000

BE IT FURTHER RESOLVED that funds, not to exceed, shall be allocated *to*:

Street Department Lease Vehicles	$177,000.00
Engineering Department Lease Vehicles	$126,000.00

BE IT FURTHER RESOLVED that City staff are hereby authorized to effectuate this Resolution.

CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID 24-1436

Caption Resolution re-appropriating Operating Budget funds for purchase of Public Works vehicles from the fleet lease program.

Staff/Department Responsible for Legislation

Engineering & Public Works

Requestor of Legislation

Street Department, via Mayoral short-circuit

Location, if applicable

N/A

Summary/Purpose

To purchase up to fifteen (15) fleet vehicles from the lease program.

Background

After review of vehicles used by the Engineering and Street Departments, including light trucks, a determination was made that it would be beneficial financially to purchase some vehicles from the lease program and replace them periodically with Capital Equipment budgets. This is due to the nature of the vehicles' uses being primarily high-hour, but low-mileage. Due to additional costs incurred to outfit frequently replaced vehicles with various equipment, additional costs are incurred by the departments. Additionally, there has historically been some unreliability of manufacturers to deliver, and an inconvenience to staff of down time while vehicles are replaced and re-equipped. The added monthly costs to lease vehicles are greater than the cost to replace them with outright purchases after a period of ownership. Departments would look to replace each vehicle after approximately a decade of ownership and service.

Fiscal Impact

Estimated approximately $95,000 - $115,000 per year.

Staff Recommendation

Approval

OFFICE OF THE MAYOR

LA CROSSE

24-1436

November 5, 2024

I hereby approve the submitting of the attached Legislation “Resolution re-approving Operating Budget funds for purchase of Public Works vehicles form the fleet lease program” to be considered at the Finance and Personnel Committee. This approval is given due to the time element necessitating consideration of the attached Legislation at the earliest possible date.

Mayor Mitch Reynolds

400 La Crosse Street * La Crosse, WI 54601 * Phone (608) 789-7500 * reynoldsm@cityoflacrosse.org * www.cityoflacrosse.org

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-1343

Agenda Date: 11/7/2024 **Version:** 1 **Status:** New Business

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

Agenda Number:

Resolution Allocating Funding for Development of Specialized Housing Capacity Utilizing American Rescue Plan Act Funds.

RESOLUTION

WHEREAS, resolution 24-0810 directed staff to issue a Request for Proposals (RFP) to award funding for specialized housing capacity which was allocated through 21-1732; and

WHEREAS, the aforementioned resolution also allowed for the Economic and Community Development Commission (ECDC) and the Pathways Home team to score the proposals received and provide a recommendation for funding to the Common Council; and

WHEREAS, the ECDC and Pathways Home team provided a recommendation at the October 23, 2024 meeting.

NOW, THEREFORE BE IT RESOLVED that the recommendation by the Economic and Community Development Commission be approved to create specialized housing capacity.

BE IT FURTHER RESOLVED that unused funds of up to $75,000 allocated through 23-0826, which provided support to the Homeless Outreach Team, also be used to support the awarded proposal(s).

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

BE IT FURTHER RESOLVED that the Mayor, City Clerk, and Community Development Manager are hereby authorized to execute any documents in connection with this allocation.

CITY OF LA CROSSE

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LEGISLATION STAFF REPORT FOR COUNCIL

File ID 24-1314

Caption ARPA Bridge Housing Funds

Staff/Department Responsible for Legislation

Department of Planning, Development & Assessment

Requestor of Legislation

Department of Planning, Development & Assessment

Location, if applicable

N/A

Summary/Purpose

The purpose of this legislation is to enable City Staff to enter into an agreement with the selected proposals to meet the threshold of obligated by the U.S. Treasury.

Background

The City has allocated approximately $1.2m of ARPA funding to address homelessness. ARPA funds must be obligated in a written contract by December 31st 2024.

Fiscal Impact

Staff Recommendation

Approval

City of La Crosse

Request for Proposals

Pathways Home Specialized Housing Solutions

Table of Contents

Section 1: RFP Overview

Introduction

The objective of this Request for Proposals (RFP) is to solicit proposals that develop sustainable housing solutions to meet the unique needs of homeless individuals and families, utilizing American Rescue Plan Act (ARPA) funding and leveraging other community funding sources.

Eligible proposals submitted by the Sept 27th deadline will be scored by the City/County Pathways Home Action Team and the City's Economic and Community Development Commission (ECDC). The final decision on proposal selection will be made by the City of La Crosse Common Council.

Proposals may be submitted by public and private non-profit organizations and for-profit organizations. Collaboration between entities is encouraged. ARPA funds dedicated to this project must be fully expended toward a sustainable solution by December 31, 2026. Key subjects of interest to the Pathways Home team:

- Facility Design & Capacity
- Operational Plan
- Financial Sustainability

Project Description

The City of La Crosse is focused on creating housing solutions that meet the following key definitions:

- Bridge Housing – Temporary housing (up to 24 months) with supportive services to individuals and families experiencing homelessness with the goal of interim stability and support to successfully move to and maintain permanent housing.
- Permanent Supportive Housing – Housing assistance and supportive services are provided to assist households in achieving housing stability.
- Other Specialized Housing Supports – housing opportunities designed for specific populations i.e. recovery programs.

Funding could be used for:

- Property Acquisition
- Organization-Held Leases
- Renovations to Rehab or Repurpose Existing Properties
- Completion of New Construction
- Supportive Services
- Case Management
- Financial Counseling

Section 2: Proposal Submittal Instructions

2.1 RFP Schedule

Activity	Time
RFP Released	Aug 19th 2024
Q&A Session	Sept 16th 2024
Submission of Proposals Due	Sept 27th 2024
Opening of Proposals	Sept 30th 2024
ECDC Meeting	Oct 23rd 2024
Finance & Personnel Meeting	Nov 7th 2024
City Council Meeting	Nov 14th 2024

Questions regarding the RFP will be addressed in a Q&A session on Sept 16th; it is preferred that questions are submitted in advance to enable a clear and prepared response during the session. The City may provide oral clarifications, explanations, or responses to inquiries; the City is not bound by any oral representation. If any new and/or substantive information is provided in response to questions raised, it will be recorded in a written addendum to this RFP.

The City of La Crosse reserves the right to alter these dates or details. Any changes will be posted on the City website.

2.2 Submission of Questions

keyesm@cityoflacrosse.org | 608-789-7362
Mara Keyes, Community Development Manager

2.3 Submission of Proposals

All proposals shall be submitted completely in Neighborly.

Applicants can create an account via Neighborly here:
https://portal.neighborlysoftware.com/LACROSSEWI/Participant

The City of La Crosse will not accept responses to this RFP that are mailed, faxed, or dropped off in person.

Potential respondents may register online at Neighborly. All applications must be submitted through Neighborly **no later than 5:00 PM, September 27th**. Application Submissions are time stamped in the system, and proposals received after the above date and time will not be reviewed.

The City of La Crosse shall provide the Standard Contract Terms and Conditions which are included as Section 8. Submitting an RFP indicates that the respondent understands and agrees with these terms and conditions as provided.

All program management is expected to be completed through Neighborly. This includes, but is not limited to, scoring of proposals, draw requests, reporting, and any additional document uploads.

Selected subrecipients will be expected to complete quarterly reporting through Neighborly. These include but are not limited to financial reporting, clients served, and narrative explanation of accomplishments.

2.4 Opening of Proposals

On September 30th at 9:30 AM, proposals will be publicly opened.

At that time, the names of applicants who properly submitted proposals will be announced. Announcement of the names of the applicant who submitted proposals is not a guarantee that the proposals otherwise comply with the specifications of this RFP.

Individuals may attend the Opening of Proposals virtually. Please contact Mara Keyes at least 24 hours in advance to join via Zoom.

2.5 Ownership of Proposals

All proposals submitted on time become the property of City of La Crosse upon submission, and the proposals will not be returned. By submitting a proposal, the Responder agrees that the City of La Crosse may copy and share the proposal for purposes of facilitating the evaluation.

2.6 Other Information

Organizations may submit any other information that is not described in this proposal that would be beneficial to the Pathways Home team.

2.7 Public Records Law

All proposals are subject to the Wisconsin Public Records Law.

Section 3: Qualifications

3.1 Organization Information

Applicants will provide information regarding organization structure, services provided, capabilities, and staffing.

3.2 Relevant Experience

Organizations shall provide information regarding experience with similar projects specifically related to:

A. Emergency Shelter
B. Bridge Housing
C. Permanent Supportive Housing
D. Case Management
E. Supportive Services
F. Real Estate Development
G. Collaboration

3.3 Organization and Key Personnel

A. Organizational Structure / Hierarchy

B. Responsibilities and relevant qualifications of key personnel providing services for this program

Section 4: Scope of Work

4.1 Project Goal

Interested organizations will provide sustainable specialized housing solutions to address homelessness in the City of La Crosse utilizing City of La Crosse ARPA funding and leverage other community funding. The goal is to increase housing capacity among bridge, permanent supportive housing, and other specialized housing supports.

4.2 Equity

Equity should be addressed in a way that adheres to the values of The City of La Crosse and its residents. Resulting plans will ensure that all residents will have access to transportation, community resources, and employment opportunities.

4.3 Quality of Life

The project should increase the quality of life for residents by providing a sustainable housing solution accompanied by quality case management and supportive services.

Section 5: Financial Plan

5.1 Funding

Please include a detailed project budget* for the following elements (if applicable):

- Property Acquisition
- Organization-Held Leases
- Renovations to Rehab or Repurpose Existing Properties
- Completion of New Construction
- Supportive Services
- Case Management
- Administrative Costs
- Financial Counseling

Any additional revenue or funding required to ensure project completion should be included in the RFP. Anticipated funding resources should be identified and supported by documentation such as letters of support and/or memorandums of understanding.

In-Kind services and contributions will be considered with proper documentation.

*Budgetary expenditures to which ARPA funding will applied must meet federal compliance requirements.

Section 6: How to Submit a Proposal

Proposals will be submitted through Neighborly. Any organizations interested in applying are encouraged to create an account and start the application. **Only applications submitted by 5 PM Sept 27th will be reviewed.**

To access the Application, follow the below link:

https://portal.neighborlysoftware.com/LACROSSEWI/Participant

Click "Start Application" next to the Specialized Housing Capacity Program. Once an application is started, and a Neighborly account has been created, the application can be continually updated and edited before submitting.

Section 7: Evaluation of Proposals

7.1 Evaluation Criteria (65)

- Sustainability of Solution (20)
    - Efficiency of Program (5)
    - Adaptable to Changing Needs (5)
    - Level of Private Investment (5)
    - Maintainable Affordability (5)
- Feasibility (20)
    - Financial Plan (5)
    - Location Viability (5)
    - Partnership & Collaboration (5)
    - Timeline / Ability to Execute (5)
- Alignment with Pathways Home Plan (15)
    - Housing First with Supportive Services (5)
    - Solution Addresses Case Management Needs (5)
    - Serves Target Population (5)
- Organization Experience / Track Record (10)

Evaluations will be scored and reviewed by the Pathways Home Action Team and the ECDC. These scores will be presented to the ECDC to provide a recommendation to the City Council for the final decision.

Section 8 - Terms and Conditions

STANDARD TERMS AND CONDITIONS (Service Contracts)
(06.21.19)

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

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

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

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

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

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

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

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

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

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

Agreement, Contracting Party disclaims any authority or responsibility for general job site safety, or the safety of third-parties or their property.

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

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

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

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

b. Commercial General Liability and Automobile Liability Insurance. Contracting Party shall provide and maintain the following commercial general liability and automobile liability insurance:

i. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as the following:
   1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).
   2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

ii. Contracting Party shall maintain limits no less than the following:
   1. General Liability. Two million dollars ($2,000,000.00) per occurrence ($2,000,000.00 general aggregate if applicable) for bodily injury, personal injury and property damage.
   2. Automobile Liability. Two million dollars ($2,000,000.00) for bodily injury and property damage per occurrence covering all vehicles to be used in relationship to the Agreement.
   3. Umbrella Liability. Five million dollars ($5,000,000.00) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverage. Coverage is to duplicate the requirements as set forth herein.

c. Professional Liability Insurance. When Contracting Party renders professional services to La Crosse under the Agreement, Contracting Party shall provide and maintain two million dollars ($2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals thereof during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to Contracting Party's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the La Crosse.

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

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

ii. For any claims related to this Agreement, Contracting Party's insurance shall be primary insurance with respect to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by La Crosse, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.

iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to La Crosse, its elected and appointed officers, employees or authorized representatives or volunteers.

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

v. Coverage shall not be canceled by the insurance carrier or the Contracting Party, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to La Crosse.

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

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

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

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

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

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

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

14. INDEMNIFICATION. To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, La Crosse, its elected and appointed officials, committee members, officers, employees, authorized representatives and volunteers ("La Crosse Indemnitees") from and against third party tort suits, actions, legal or administrative proceedings, claims, costs and expenses (including, without limitation, reasonable attorney and professional fees) to the extent caused by the negligent acts, errors or omissions of Contracting Party, its subcontractors or of anyone acting under its direction or control or on its behalf in the performance of this Agreement. Contracting Party's defense obligation shall not apply to professional liability claims. The aforesaid indemnity and hold harmless agreement shall not be applicable to any liability to the extent caused by La Crosse, its elected and appointed officials, officers, employees or authorized representatives, consultants, contractors or volunteers in the performance of this Agreement. Contracting Party's obligation to indemnify, defend and hold harmless shall not be restricted to insurance proceeds, if any, received by La Crosse, its elected and appointed officials, officers, employees, authorized representatives or volunteers.

Nothing in this Agreement is intended or shall be construed to be a waiver or estoppel of La Crosse or its insurer (or otherwise affect or alter their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. To the extent that indemnification is available and enforceable against La Crosse, (a) La Crosse or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by applicable Wisconsin or federal law; and (b) La Crosse's obligations under this Agreement are further conditioned upon the following: (i) the indemnified party shall promptly notify La Crosse in writing of any such claims, demands, liabilities, damages, costs and expenses within ten (10) days of discovery; (ii) La Crosse shall have sole control of, and the indemnified party shall reasonably cooperate in all respects, in the defense of the claims, demands, liabilities, damages, costs and expenses and all related settlement negotiations; and (iii) the indemnified party shall not make any admission or disclosure or otherwise take any action prejudicial to La Crosse except as required by law.

Neither party shall be liable for indirect, special, exemplary, consequential or incidental damages, including, without limitation, any damages for lost profits, revenue or business interruption. The parties represent that, as of the effective date, neither party has any notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by any third party with respect to the matters contemplated in this Agreement.

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

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

16. Intentionally omitted.

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

employees. The parties shall not be considered joint agents, joint venturers, or partners.

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

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

20. NOTIFICATION. Parties shall:
(1) As soon as possible and in any event within a reasonable period of time after the occurrence of any event of default by either party, notify the other Party in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by defaulting party to cure or mitigate the default.
(2) Promptly notify the other Party of the commencement of any litigation or administrative proceeding that would cause any representation contained in this Agreement to be untrue.
(3) If related to the performance of services and work under this Agreement, notify the other Party, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by a Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of a Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against a Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

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

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

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

24. SUBCONTRACTING. None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of La Crosse. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to La Crosse for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

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

26. NON-DISCRIMINATION. Pursuant to law, it is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

Contracting Party shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

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

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

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

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

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

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

33. NOTICES. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City: Attn. City Clerk	Copy to: Attn. City Attorney
City of La Crosse	City of La Crosse
400 La Crosse Street	400 La Crosse Street
La Crosse, WI 54601	La Crosse, WI 54601

Contracting Party shall identify in writing and provide to La Crosse the contact person and address for notices under this Agreement.

34. Intentionally omitted.

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

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

notice to La Crosse whereupon La Crosse shall take custody of said records assuming such records are not already maintained by La Crosse. This provision shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

Revised:
06.21.19

City of La Crosse - Planning, Development, and Assessment
400 La Crosse St, La Crosse, WI 54601 | P: (608) 789-7512

Memo

To: Economic and Community Development Commission
Staff: Mara Keyes, Andrea Trane
Re: 24-1315

Background:

The City of La Crosse launched the Specialized Housing Capacity RFP to ensure ARPA funds to address homelessness are obligated by the end of the year. Proposals will be scored by the ECDC and the Pathways Home Action Team. This item is to provide an update on the timeline for scoring, review and decision making.

Date	Time	Action	Location
September 27th	5:00 PM	RFP Closes	N/A
September 30th	9:30 AM	Opening of Proposals	Zoom
October 2nd	5:00 PM	Proposal Scoring sent to ECDC & Pathways Home Action Team	Email Notification
October 16th	5:00 PM	Proposal Scoring DUE	Submission thru Neighborly
October 23rd	3:00 PM	Economic & Community Development Commission	City Hall Council Chambers
November 8th	6:00 PM	Finance & Personnel Meeting	City Hall Council Chambers
November 14th	6:00 PM	City Council Meeting	City Hall Council Chambers

Proposals Submitted:

- Adult & Teen Challenge of Western Wisconsin
- Catholic Charities of the Diocese of La Crosse, Inc.
- NEEDS
- The Salvation Army of La Crosse
- Family and Children's Center Inc
- Couleecap, Inc.
- Next Chapter La Crosse
- Karuna Inc.
- YWCA La Crosse

City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-0001

Agenda Date: 11/7/2024 **Version:** 1 **Status:** Agenda Ready

In Control: Finance & Personnel Committee **File Type:** Status Update

Agenda Number: