



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Meeting Agenda - Final-revised

### Finance & Personnel Committee

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Thursday, June 5, 2025

6:00 PM

Council Chambers  
City Hall, First Floor

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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](mailto: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](mailto:cityclerk@cityoflacrosse.org), using a drop box outside of City Hall or mailing to City Clerk, 400 La Crosse Street, La Crosse WI 54601.*

### Call To Order

### Roll Call

### Agenda Items:

#### NEW BUSINESS

[25-0483](#)

Resolution approving the vacation of the 1800 block of Winnebago and associated land interests for redevelopment of the Hogan Administration site of the La Crosse School District.

Sponsors: Padesky

*Public Hearing.*

- [25-0528](#) Resolution approving the Parks, Recreation, Forestry, Building and Grounds Department's 5-Year Strategic Plan.  
**Sponsors:** Weston
- [25-0531](#) Resolution authorizing installation of neighborhood safety street lighting in the 2900 block of Fairchild Street West.  
**Sponsors:** Weston
- [25-0535](#) Resolution approving contract with the La Crosse Tribune as the official newspaper for the City's council proceedings and legal notices.  
**Sponsors:** Washington-Spivey
- [25-0555](#) Resolution approving a reorganization to the table of positions and classifications for the Finance department.  
**Sponsors:** Padesky
- [25-0556](#) Resolution approving a reorganization to the table of positions and classifications for the Water department.  
**Sponsors:** Padesky
- [25-0565](#) Resolution approving 2024 Compliance Annual Report (CMAR) for the Isle La Plume Wastewater Treatment Facility.  
**Sponsors:** Washington-Spivey
- [25-0571](#) Resolution creating and appropriating funds for Capital Improvement design for the Green Bay Street, from 9th Street to 14th Street STP-Urban project.  
**Sponsors:** Trost
- [25-0572](#) Resolution appropriating additional, unused funding for the 2025 phases of the Citywide Traffic Implementation: Interconnect & Synchronization program (CIP #268).  
**Sponsors:** Washington-Spivey
- [25-0599](#) Resolution approving Stormwater Utility rates effective July 1, 2025.  
**Sponsors:** Washington-Spivey
- [25-0552](#) Resolution approving a development agreement with Haven on Main, LLC, an affordable housing development located on the corner of Main Street and 10th Street North.  
*(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(e) to formulate & update negotiation strategies and parameters. Following such closed session, the Committees and/or Council may reconvene in open session.)*  
**Sponsors:** Dickinson
- [25-0001](#) Collective Bargaining Update.  
*(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(e) to formulate & update negotiation strategies and parameters. Following such closed session, the Committees and/or Council may reconvene in open session.)*  
**F&P Item Only, unless otherwise directed.**

## Adjournment

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

### **NOTICE TO PERSONS WITH A DISABILITY**

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

### **Finance & Personnel Members:**

**Erin Goggin, Barb Janssen, Larry Slezniow, Chris Kahlow, Aron Newberry, Rosanne Northwood**



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 25-0483

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**Agenda Date:** 6/5/2025

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

**Agenda Number:**

Resolution approving the vacation of the 1800 block of Winnebago and associated land interests for redevelopment of the Hogan Administration site of the La Crosse School District.

## RESOLUTION

WHEREAS, the public interest requires the partial or full vacation of certain public ways, the dedication of lands as public ways, and the establishment of easements for public utilizes within the corporate limits of the City of La Crosse, and

WHEREAS, such vacations, dedications, and establishments should be done as expeditiously as possible, and

WHEREAS, facilitating the redevelopment of the Hogan Administration site of the School District of the city of La Crosse involves such vacations, dedications, and establishments.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council, City of La Crosse that it hereby declares that the public interest requires the vacation of the street and alley, dedication of conveyed land(s) as public Right-of-Way, and establishment of public utility easement(s) as described on attached Exhibit "VACATION EXHIBIT," subject to any conditions herein.

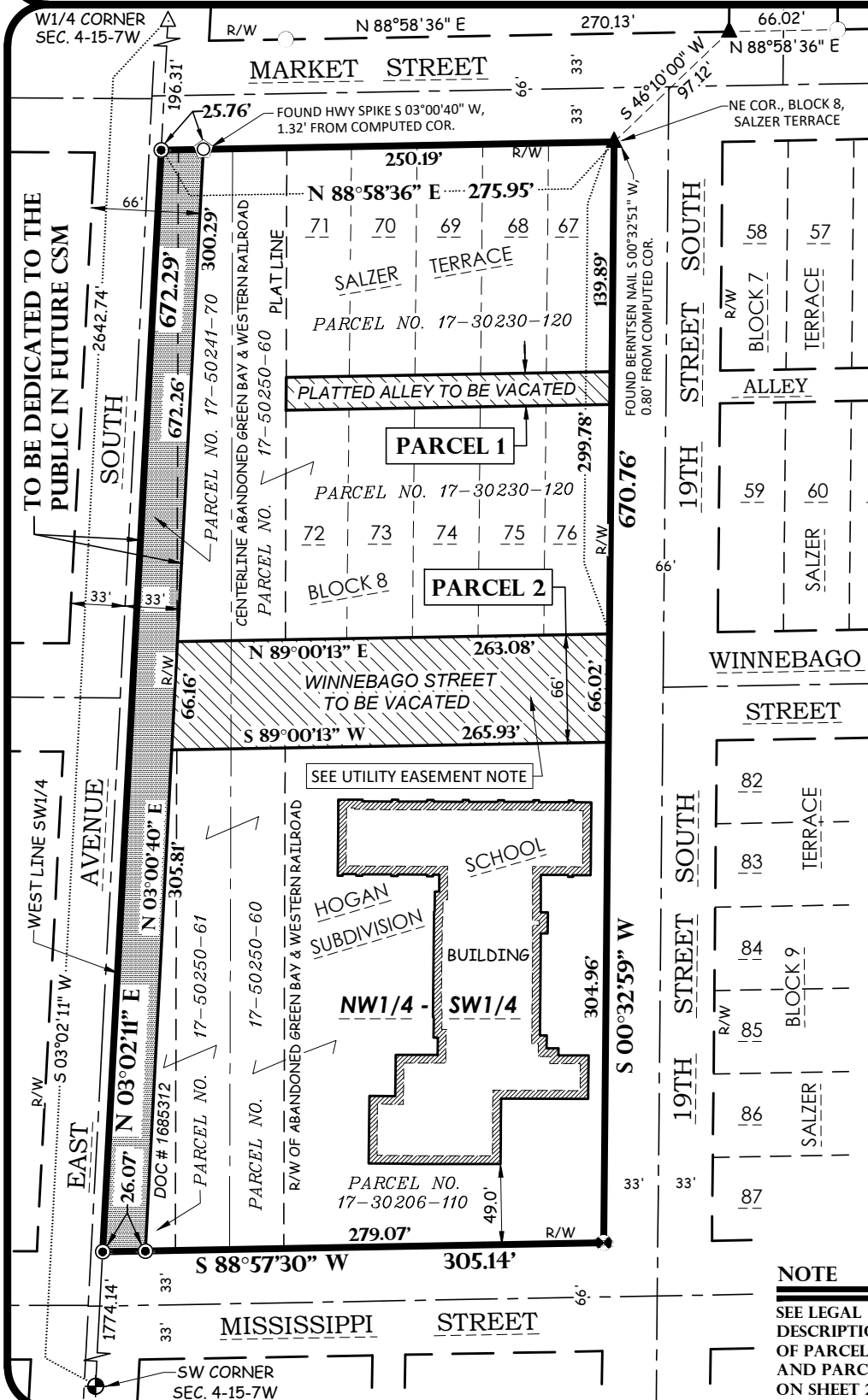
BE IT FURTHER RESOLVED that the portions street and alley above-described be, and the same is hereby ordered vacated, subject, however, to any and all reservations and establishment of easement for any and all public and private utilities.

BE IT FURTHER RESOLVED that legal and survey documents shall not be recorded at La Crosse County until the following three (3) conditions are met: The developer shall facilitate and fund at its expense, the removal, adjustment, and installation of facilities within the above-described areas, and adjacent to them, including but not limited to existing sidewalk, curb & gutter, and roadway pavement; storm water structures, pipes, and castings; new sidewalk; and replacement boulevard trees, subject to Standard Specifications and Procedures and Details of the City of La Crosse, and approval of the Engineering Department. The developer shall, by separate legislative process, submit and have approved at its expense a Certified Survey Map to the Common Council for the dedication of above-described public ways, dedication of above-described easement(s), and combination of parcels under common ownership and zoning within project site. The developer shall complete the Design Review process for the proposed development, satisfying all comments and requirements to obtain building permits.

### Adjacent Properties:

Tax Parcel	Owner Name	Property Address	Mailing Address	Mailing City State Zip
17-30230-120	School District of La Crosse	807 East Ave S	807 East Ave S	La Crosse WI 54601
17-50250-60	School District of La Crosse	803 East Ave S	807 East Ave S	La Crosse WI 54601
17-30206-10	School District of La Crosse	807 East Ave S	807 East Ave S	La Crosse WI 54601
17-50250-61	School District of La Crosse	807 East Ave S	807 East Ave S	La Crosse WI 54601
17-50241-70	School District of La Crosse	1739 Winnebago St	807 East Ave S	La Crosse WI 54601

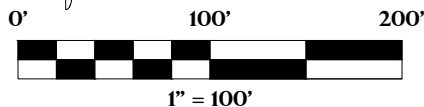
# VACATION EXHIBIT



**GENERAL DESCRIPTION**  
BEING ALL OF THE PLATTED ALLEY LYING WITHIN BLOCK 8 OF THE SALZER TERRACE PLAT AND ALL OF THE PLATTED WINNEBAGO STREET LYING BETWEEN SAID SALZER TERRACE PLAT AND HOGAN SCHOOL SUBDIVISION, BOUNDED ON THE EAST SIDE BY THE WEST RIGHT-OF-WAY OF 19TH STREET SOUTH AND BOUNDED ON THE WEST SIDE BY THE EAST RIGHT-OF-WAY EAST AVENUE SOUTH, LOCATED IN PART OF THE NW1/4 OF THE SW1/4 OF SECTION 4, TOWNSHIP 15 NORTH, RANGE 7 WEST, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN.

## UTILITY EASEMENT NOTE

AFTER VACATION OF STREET IS APPROVED, A UTILITY EASEMENT FOR ANY EXISTING UTILITIES BY THE CITY OF LA CROSSE WILL BE DESCRIBED AND RECORDED BY OTHER INSTRUMENT.



## BASIS OF BEARINGS

THE WEST LINE OF THE SW1/4 OF SEC. 4, T.15N, R.7W, BEARS N 03°02'11" E AS REFERENCED TO THE LA CROSSE CO. CRD. SYSTEM, NAD83 (2011).

## LEGEND

- 3/4" X 18" IRON REBAR SET WEIGHING 150 LBS/LIN. FT.
- 1-1/4" O.D. IRON PIPE FOUND
- ✱ BERNTSEN NAIL FOUND
- △ COPPER NAIL FOUND
- ▲ PK NAIL FOUND
- ⊙ HIGHWAY SPIKE FOUND
- ⊕ SECTION CORNER PER TIES
- ( ) RECORDED AS
- ▨ AREA TO BE VACATED
- ▨ TO BE DEDICATED TO THE PUBLIC PER FUTURE CSM

## NOTE

SEE LEGAL DESCRIPTIONS OF PARCEL 1 AND PARCEL 2 ON SHEET 2.



Point of Beginning

Land Surveying  
Civil Engineering  
Landscape Architecture  
**Jordan G. Brost, PLS #3009**

4941 Kirschling Court  
Stevens Point, WI 54481  
715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 12-11-24

DRAWN: JGB CHECKED: JGB

FIELD BOOK PAGE #

JOB NO: 24.4050

CLIENT / OWNER  
SCHOOL DISTRICT OF  
LA CROSSE  
807 EAST AVENUE SOUTH  
LA CROSSE, WI 54601

SHEET 1 OF 2

# VACATION EXHIBIT

## Surveyor's Notes:

1. Prior attempts of this vacation of Winnebago Street and the platted alleys as shown and described on this map were previously submitted per Lis Pendens recorded in Document No. 933445 (dated Jan. 10, 1983), Document No. 933441 (dated Jan. 10, 1983), Document No. 904860 (dated Feb. 14, 1980) and Document No. 904861 (dated Feb. 14, 1980). No formal Resolution of record was recorded to formally vacate these platted public right-of-ways. The purpose of this submittal is to vacate what was originally intended, for the use of the current school grounds and future development.

## Parcel "1" - platted Alley (to be Vacated).

Being all of the East-West alley as platted and located in Block 8 of Salzer Terrace Addition, located in part of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 4, Township 15 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, said alley being more particularly described as follows:

A 20 foot alley located and platted in Block 8 of Salzer Terrace Addition, as platted and lying South of the South line of Lots 67, 68, 69, 70 and 71 of said Block 8, lying North of the North line of Lots 72, 73, 74, 75 and 76, bounded on the West side by the East right-of-way line of the abandoned Green Bay and Western Railroad and bounded on the East side by the West right-of-way line of 19th Street South and the northerly and southerly extensions thereof.

## Parcel "2" - platted Winnebago Street (to be vacated).

Being a part of platted Winnebago Street lying between Block 8 of Salzer Terrace Addition and Hogan School Subdivision, bounded on the West side by the East right-of-way line of East Avenue South and bounded on the East side by the West right-of-way line of 19th Street South and the northerly and southerly extensions thereof, located in part of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 4, Township 15 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, being more particularly described as follows:

Commencing at the West  $\frac{1}{4}$  corner of Section 4, Township 15 North, Range 7 West;

Thence S  $03^{\circ}02'11''$  W along the West line of the Southwest  $\frac{1}{4}$  of said Section 4, 196.31 feet to the intersection of said West line and the westerly extension of the South right-of-way line of Market Street;

Thence N  $88^{\circ}58'36''$  E along said westerly extension line, the South right-of-way line of Market Street and the North line of Block 8 of Salzer Terrace Addition, 275.95 feet to the Northeast corner of said Block 8 and the intersection of said South right-of-way line and the West right-of-way line of 19th Street South;

Thence S  $00^{\circ}32'59''$  W along the East line of said Block 8 and the West right-of-way line of 19th Street South, 299.78 feet to the intersection of said West right-of-way line of 19th Street South and the North right-of-way line of Winnebago Street, said point also being the Point of Beginning of the vacated area to be described:

Thence continuing S  $00^{\circ}32'59''$  W along said southerly extension of the West right-of-way line of 19th Street South, 66.02 feet to the intersection of said West right-of-way line and the South right-of-way line of Winnebago Street;

Thence S  $89^{\circ}00'13''$  W along the South right-of-way line of Winnebago Street, 265.93 feet to the intersection of said South right-of-way line and the East right-of-way line of East Avenue South;

Thence N  $03^{\circ}00'40''$  E along said East right-of-way line of East Avenue South, 66.16 feet to the intersection of said East right-of-way line and the North right-of-way line of Winnebago Street;

Thence N  $89^{\circ}00'13''$  E along said North right-of-way line, 263.08 feet to the point of beginning.



Point of Beginning

Land Surveying  
Civil Engineering  
Landscape Architecture  
**Jordan G. Brost, PLS #3009**

4941 Kirschling Court  
Stevens Point, WI 54481  
715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 12-11-24

DRAWN: JGB CHECKED: JGB

FIELD BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ # \_\_\_\_\_

JOB NO: 24.4050

CLIENT / OWNER  
SCHOOL DISTRICT OF  
LA CROSSE  
807 EAST AVENUE SOUTH  
LA CROSSE, WI 54601

SHEET 2 OF 2



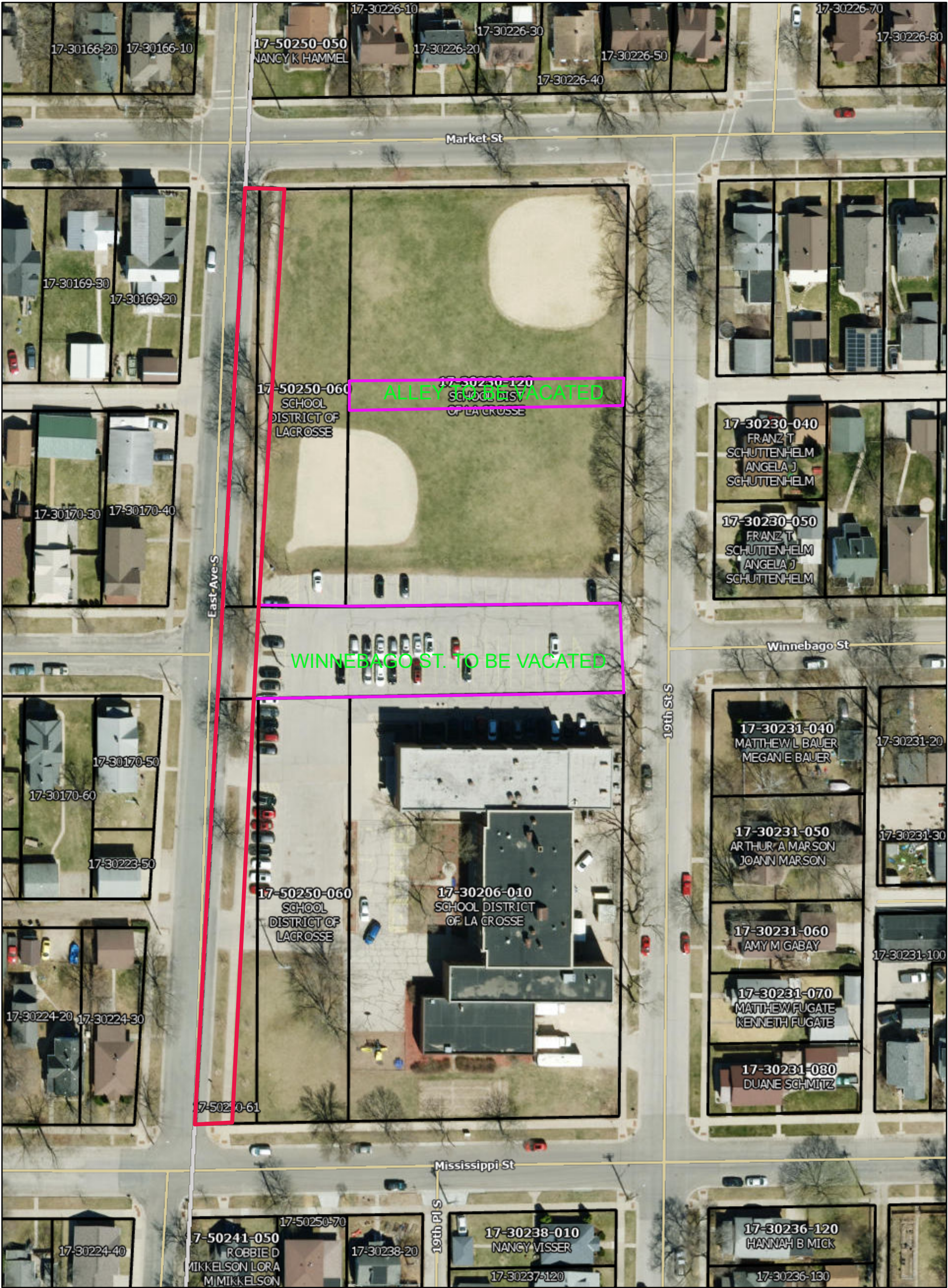
## DISCONTINUANCE/VACATION OF PUBLIC RIGHT-OF-WAY

City of La Crosse - Engineering Department

Phone: 608-789-7505 Email: [engineering@cityoflacrosse.org](mailto:engineering@cityoflacrosse.org)

Property Owner Name: <b>SCHOOL DISTRICT OF LA CROSSE</b>		Date: <b>4/14/25</b>
Mailing Address: <b>867 EAST AVE S LA CROSSE WI 54601</b>		
Phone:	Email:	
Description of street/alley sought to vacate: <b>E800 BLOCK OF WINNEBAGO ST, BETWEEN EAST AVE &amp; 19TH ST, PLATTED ALLEY FROM 19TH ST TO WEST, BETWEEN WINNEBAGO ST &amp; MARKET ST.</b>		
Reason for Request: <b>NEW SCHOOL</b>		
<b>PREVIOUS ATTEMPT TO VACATE WAS NOT PROPERLY RECORDED, 1983.</b>		
<p>A vacation of a public way is the process of discontinuing public use and returning dedicated public right-of-way to private property. Upon discontinuance, the right-of-way reverts to the owners of the adjoining land where the discontinued land originated or is equally divided between the owners on either side of the centerline of the discontinued public way. See statutory requirements (§66.1003, Wis. Stats) and the City's process.</p> <p><b>Required Items to submit:</b></p> <ul style="list-style-type: none"><li>• Application fee (nonrefundable) of <b>\$750 (partial) or \$1,500 (full)</b> payable to the "City of La Crosse"</li></ul> <p>I certify that I have reviewed the Municipal Code and understand all that is related to this permit request. I further certify that I have the full authority to make the foregoing application; the information in the application and the required submittals are complete and correct.</p> <p><b>SUBMITTED BY ENGINEERING DEPT. (KJL)</b></p>		
Signature of Owner:	Print Name of Owner:	Date:

Street / Alley Vacation



4/11/2025, 8:26:45 AM

Municipality Limits Labels

Municipality Limits

Sections

Section Labels

Road Centerlines

Local Road

Property Owners with Assessments

1:1,128

00.010.010.03

00.010.030.05

La Crosse County, WI

La Crosse County WI Zoning Planning and Land Information

Department

212 6th St N, Suite 1300

La Crosse, WI 54601



# ***CITY OF LA CROSSE***

400 La Crosse Street  
La Crosse, Wisconsin 54601  
(608) 789-CITY  
[www.cityoflacrosse.org](http://www.cityoflacrosse.org)

## **LEGISLATION STAFF REPORT FOR COUNCIL**

File ID                      Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation

**Joe Ledvina**  
**Director of Facilities**  
[JLedvina@lacrossesd.org](mailto:JLedvina@lacrossesd.org)  
Hogan Administrative Center  
807 East Avenue South, La Crosse, WI 54601  
Ph: (608) 789-7627



February 28, 2025

Mathew Gallagher  
Director of Engineering and Public Works  
City Hall  
400 La Crosse St.

Mr. Gallagher,

This letter is a follow up to our meeting on Thursday, February 20<sup>th</sup>. Thank you once again to the Engineering and Planning Department staff for meeting with us. I know our Architects found the meeting extremely helpful.

In our research it appears the alley and Winnebago Street vacation at 807 East Avenue South was approved many years ago but never recorded. As we prepare for a new elementary school at this site, we would like to get this taken care of, so it does not delay future construction. Also, at this time we would like to clean up several district parcels at this site that go into what is traditionally a city right away.

Jim Lundberg at Point of Beginning, Inc. is the person of contact and currently working on a CSM. His contact information is as follows: [jiml@pobinc.com](mailto:jiml@pobinc.com), 715-310-3271. Please feel free to contact him at your convenience.

Thank you for your help with this great project. If you have any questions, please do not hesitate to call me. Thank you and have a great day!

Sincerely,

A handwritten signature in blue ink, appearing to read 'Joe Ledvina', with a long, sweeping horizontal line extending to the right.

Joe Ledvina



DocId:8514474

Tx:4192990

**1832593**LACROSSE COUNTY  
REGISTER OF DEEDS  
ROBIN L. KADRMASRECORDED ON  
04/25/2025 08:53 AM  
PAGE COUNT: 4  
EXEMPT #:

RECORDING FEE 30.00

In the Matter of the vacation of the 1800  
block of Winnebago and associated land  
interests for redevelopment of the Hogan  
Administration site of the La Crosse School  
District.

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 <sup>vacation</sup> ~~A~~  
<sup>sic</sup>  
showing the location thereof, is sought to be vacated.

Dated this 22<sup>nd</sup> day of April, 2025.

CITY OF LA CROSSE

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

Drafted by:

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

This space is reserved for recording data

Return to

City Clerk  
400 La Crosse St  
La Crosse WI 54601

Parcel Identification Number/Tax Key Number

Resolution approving the vacation of the 1800 block of Winnebago and associated land interests for redevelopment of the Hogan Administration site of the La Crosse School District.

## RESOLUTION

WHEREAS, the public interest requires the partial or full vacation of certain public ways, the dedication of lands as public ways, and the establishment of easements for public utilizes within the corporate limits of the City of La Crosse, and

WHEREAS, such vacations, dedications, and establishments should be done as expeditiously as possible, and

WHEREAS, facilitating the redevelopment of the Hogan Administration site of the School District of the city of La Crosse involves such vacations, dedications, and establishments.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council, City of La Crosse that it hereby declares that the public interest requires the vacation of the street and alley, dedication of conveyed land(s) as public Right-of-Way, and establishment of public utility easement(s) as described on attached Exhibit "VACATION EXHIBIT," subject to any conditions herein.

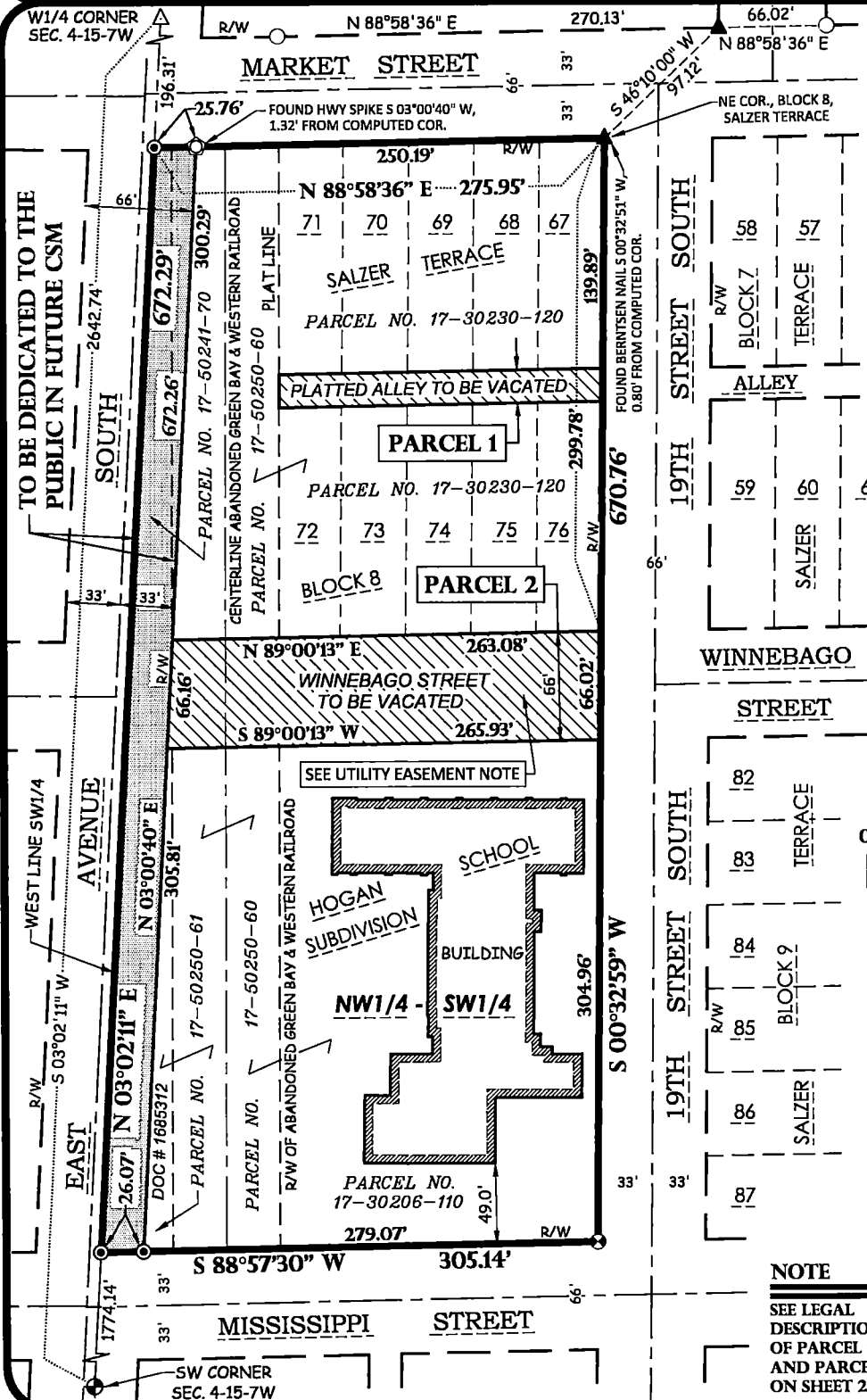
BE IT FURTHER RESOLVED that the portions street and alley above-described be, and the same is hereby ordered vacated, subject, however, to any and all reservations and establishment of easement for any and all public and private utilities.

BE IT FURTHER RESOLVED that legal and survey documents shall not be recorded at La Crosse County until the following three (3) conditions are met: The developer shall facilitate and fund at its expense, the removal, adjustment, and installation of facilities within the above-described areas, and adjacent to them, including but not limited to existing sidewalk, curb & gutter, and roadway pavement; storm water structures, pipes, and castings; new sidewalk; and replacement boulevard trees, subject to Standard Specifications and Procedures and Details of the City of La Crosse, and approval of the Engineering Department. The developer shall, by separate legislative process, submit and have approved at its expense a Certified Survey Map to the Common Council for the dedication of above-described public ways, dedication of above-described easement(s), and combination of parcels under common ownership and zoning within project site. The developer shall complete the Design Review process for the proposed development, satisfying all comments and requirements to obtain building permits.

### Adjacent Properties:

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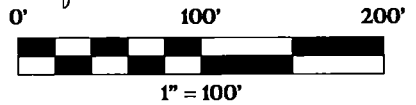
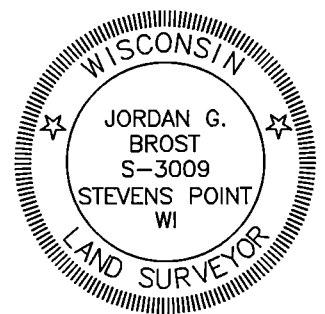
# VACATION EXHIBIT



**GENERAL DESCRIPTION**  
 BEING ALL OF THE PLATTED ALLEY LYING WITHIN BLOCK 8 OF THE SALZER TERRACE PLAT AND ALL OF THE PLATTED WINNEBAGO STREET LYING BETWEEN SAID SALZER TERRACE PLAT AND HOGAN SCHOOL SUBDIVISION, BOUNDED ON THE EAST SIDE BY THE WEST RIGHT-OF-WAY OF 19TH STREET SOUTH AND BOUNDED ON THE WEST SIDE BY THE EAST RIGHT-OF-WAY EAST AVENUE SOUTH, LOCATED IN PART OF THE NW1/4 OF THE SW1/4 OF SECTION 4, TOWNSHIP 15 NORTH, RANGE 7 WEST, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN.

## UTILITY EASEMENT NOTE

AFTER VACATION OF STREET IS APPROVED, A UTILITY EASEMENT FOR ANY EXISTING UTILITIES BY THE CITY OF LA CROSSE WILL BE DESCRIBED AND RECORDED BY OTHER INSTRUMENT.



## BASIS OF BEARINGS

THE WEST LINE OF THE SW1/4 OF SEC. 4, T.15N, R.7W, BEARS N 03°02'11" E AS REFERENCED TO THE LA CROSSE CO. CRD. SYSTEM, NAD83 (2011).

## LEGEND

- ⊙ 3/4" X 18" IRON REBAR SET WEIGHING 150 LBS/LIN. FT.
- 1-1/4" O.D. IRON PIPE FOUND
- ⊕ BERNTSEN NAIL FOUND
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- ◆ SECTION CORNER PER TIES
- ( ) RECORDED AS
- ▨ AREA TO BE VACATED
- ▩ TO BE DEDICATED TO THE PUBLIC PER FUTURE CSM

## NOTE

SEE LEGAL DESCRIPTIONS OF PARCEL 1 AND PARCEL 2 ON SHEET 2.



Land Surveying  
 Civil Engineering  
 Landscape Architecture  
**Jordan G. Brost, PLS #3009**  
 4941 Kirschling Court  
 Stevens Point, WI 54481  
 715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 12-11-24  
 DRAWN: JGB CHECKED: JGB

FIELD BOOK \_\_\_\_\_ PAGE # \_\_\_\_\_  
 JOB NO: 24.4050

CLIENT / OWNER  
 SCHOOL DISTRICT OF  
 LA CROSSE  
 807 EAST AVENUE SOUTH  
 LA CROSSE, WI 54601

SHEET 1 OF 2

# VACATION EXHIBIT

## Surveyor's Notes:

1. Prior attempts of this vacation of Winnebago Street and the platted alleys as shown and described on this map were previously submitted per Lis Pendens recorded in Document No. 933445 (dated Jan. 10, 1983), Document No. 933441 (dated Jan. 10, 1983), Document No. 904860 (dated Feb. 14, 1980) and Document No. 904861 (dated Feb. 14, 1980). No formal Resolution of record was recorded to formally vacate these platted public right-of-ways. The purpose of this submittal is to vacate what was originally intended, for the use of the current school grounds and future development.

## Parcel "1" - platted Alley (to be Vacated).

Being all of the East-West alley as platted and located in Block 8 of Salzer Terrace Addition, located in part of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 4, Township 15 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, said alley being more particularly described as follows:

A 20 foot alley located and platted in Block 8 of Salzer Terrace Addition, as platted and lying South of the South line of Lots 67, 68, 69, 70 and 71 of said Block 8, lying North of the North line of Lots 72, 73, 74, 75 and 76, bounded on the West side by the East right-of-way line of the abandoned Green Bay and Western Railroad and bounded on the East side by the West right-of-way line of 19th Street South and the northerly and southerly extensions thereof.

## Parcel "2" - platted Winnebago Street (to be vacated).

Being a part of platted Winnebago Street lying between Block 8 of Salzer Terrace Addition and Hogan School Subdivision, bounded on the West side by the East right-of-way line of East Avenue South and bounded on the East side by the West right-of-way line of 19th Street South and the northerly and southerly extensions thereof, located in part of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 4, Township 15 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, being more particularly described as follows:

Commencing at the West  $\frac{1}{4}$  corner of Section 4, Township 15 North, Range 7 West;

Thence S  $03^{\circ}02'11''$  W along the West line of the Southwest  $\frac{1}{4}$  of said Section 4, 196.31 feet to the intersection of said West line and the westerly extension of the South right-of-way line of Market Street;

Thence N  $88^{\circ}58'36''$  E along said westerly extension line, the South right-of-way line of Market Street and the North line of Block 8 of Salzer Terrace Addition, 275.95 feet to the Northeast corner of said Block 8 and the intersection of said South right-of-way line and the West right-of-way line of 19th Street South;

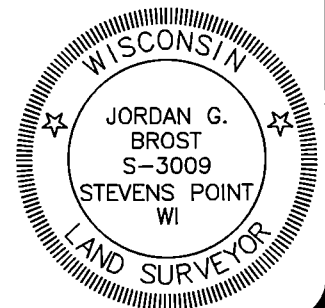
Thence S  $00^{\circ}32'59''$  W along the East line of said Block 8 and the West right-of-way line of 19th Street South, 299.78 feet to the intersection of said West right-of-way line of 19th Street South and the North right-of-way line of Winnebago Street, said point also being the Point of Beginning of the vacated area to be described:

Thence continuing S  $00^{\circ}32'59''$  W along said southerly extension of the West right-of-way line of 19th Street South, 66.02 feet to the intersection of said West right-of-way line and the South right-of-way line of Winnebago Street;

Thence S  $89^{\circ}00'13''$  W along the South right-of-way line of Winnebago Street, 265.93 feet to the intersection of said South right-of-way line and the East right-of-way line of East Avenue South;

Thence N  $03^{\circ}00'40''$  E along said East right-of-way line of East Avenue South, 66.16 feet to the intersection of said East right-of-way line and the North right-of-way line of Winnebago Street;

Thence N  $89^{\circ}00'13''$  E along said North right-of-way line, 263.08 feet to the point of beginning.



Point of Beginning

Land Surveying  
Civil Engineering  
Landscape Architecture  
**Jordan G. Brost, PLS #3009**  
4941 Kirschling Court  
Stevens Point, WI 54481  
715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 12-11-24  
DRAWN: JGB CHECKED: JGB

FIELD BOOK \_\_\_\_\_ PAGE # \_\_\_\_\_  
JOB NO: 24.4050

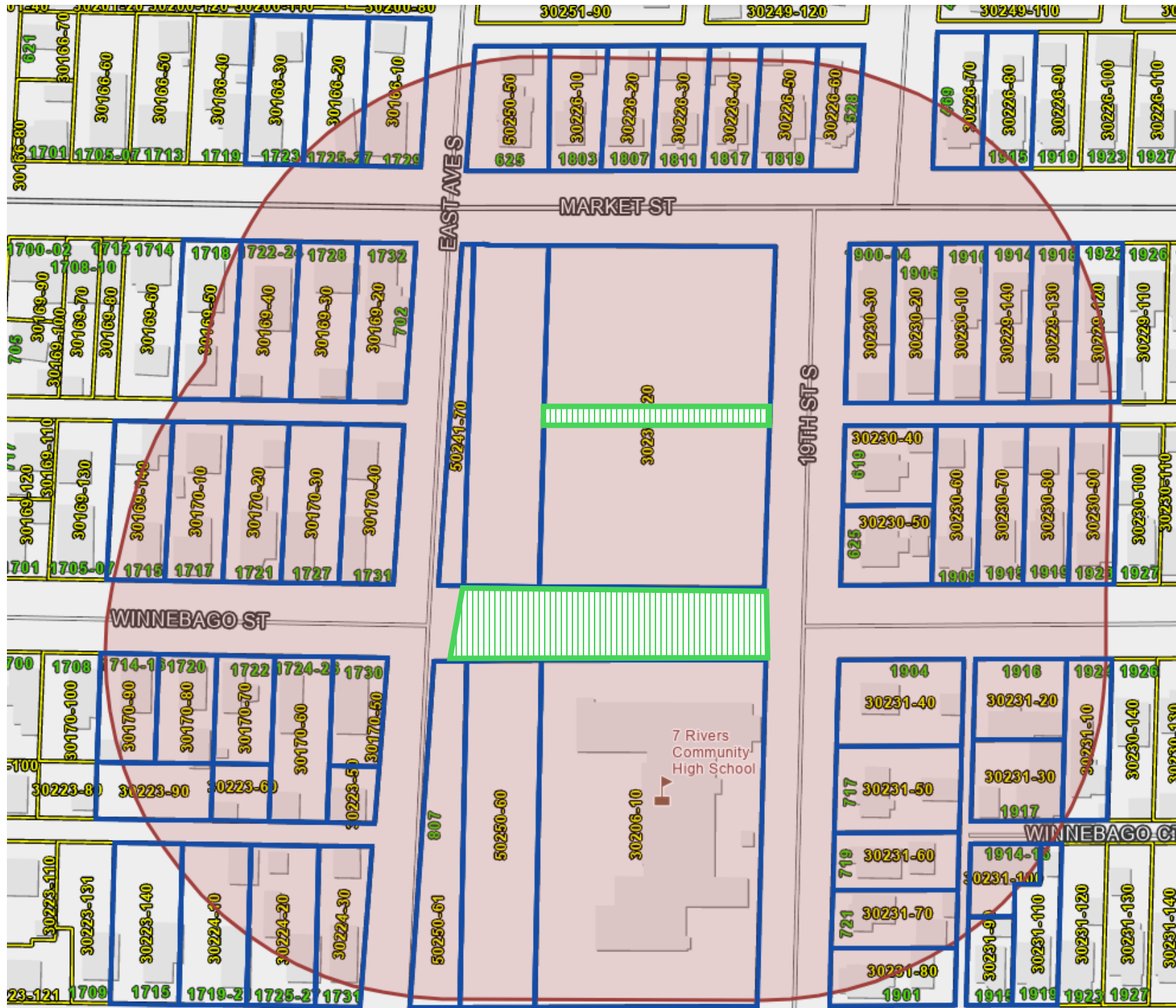
CLIENT / OWNER  
SCHOOL DISTRICT OF  
LA CROSSE  
807 EAST AVENUE SOUTH  
LA CROSSE, WI 54601  
SHEET 2 OF 2

Tax Parcel	OwnerName	PROPADDCOMP	CompleteAddress	MailCityStateZip	Abutting Property	Requires Personal Service
17-30166-20	ALEC T BROWN	1725 & 1727 MARKET ST	1601 ADAMS ST	LA CROSSE WI 54601		NO
17-30231-60	AMY M GABAY	719 19TH ST S	719 19TH ST S	LA CROSSE WI 54601		NO
17-30229-140	DELANE SWANSON, AHRIEL BOAK	1914 MARKET ST	1914 MARKET ST	LA CROSSE WI 54601-5055		NO
17-30230-70	ANN L ENDRES	1915 WINNEBAGO ST	1915 WINNEBAGO ST	LA CROSSE WI 54601-5073		NO
17-30226-40	ANTHONY Q DIX, BETH L DIX	1817 MARKET ST	1817 MARKET ST	LA CROSSE WI 54601		NO
17-30231-50	ARTHUR A MARSON, JOANN MARSON	717 19TH ST S	717 19TH ST S	LA CROSSE WI 54601-5002		NO
17-30170-20	BRADLEY A WALKER, ERICA K WALKER	1721 WINNEBAGO ST	1721 WINNEBAGO ST	LA CROSSE WI 54601-4965		NO
17-30169-140	COULEE PROPERTIES LLC	1715 WINNEBAGO ST	251 KEVIN CT	ONALASKA WI 54650		NO
17-30169-30	COULEE REGION DEVELOPERS LLC	1728 MARKET ST	3815 MORMON COULEE RD	LA CROSSE WI 54601		NO
17-30170-90	COULEE REGION DEVELOPERS LLC	1714 & 1716 WINNEBAGO ST	3815 MORMON COULEE RD	LA CROSSE WI 54601		NO
17-30223-140	CULLAN BAYNES LUCAS, LEISHA LUCAS	1715 MISSISSIPPI ST	1715 MISSISSIPPI ST	LA CROSSE WI 54601-4968		NO
17-30231-80	DUANE SCHMITZ	1901 MISSISSIPPI ST	1901 MISSISSIPPI ST	LA CROSSE WI 54601-5076		NO
17-30224-30	ELAINE R MARCOU	1731 MISSISSIPPI ST	1731 MISSISSIPPI ST	LA CROSSE WI 54601-4968		NO
17-30230-80	ELIZABETH A TABORDA TRUST	1919 WINNEBAGO ST	1919 WINNEBAGO ST	LA CROSSE WI 54601		NO
17-30230-40	FRANZ T SCHUTTENHELM, ANGELA J SCHUTTENHELM	619 19TH ST S	619 19TH ST S	LA CROSSE WI 54601-5001		NO
17-30230-50	FRANZ T SCHUTTENHELM, ANGELA J SCHUTTENHELM	625 19TH ST S	619 19TH ST S	LA CROSSE WI 54601-5001		NO
17-30224-10	GABRIEL PATROS	1719 & 1721 MISSISSIPPI ST	2152 23RD ST S	LA CROSSE WI 54601		NO
17-30169-40	HAWKEYE LLC	1722 & 1724 MARKET ST	N7068 MOONLIGHT AVE	HOLMEN WI 54636		NO
17-30170-60	J & S OF LACROSSE LLC	1724 & 1726 WINNEBAGO ST	3334 BAYSIDE CT	LA CROSSE WI 54601-7281		NO
17-30226-80	JAMES E KREMENSKI	1915 MARKET ST	1915 MARKET ST	LA CROSSE WI 54601-5019		NO
17-30231-90	JAMIEE OTTUM	1915 MISSISSIPPI ST	1915 MISSISSIPPI ST	LA CROSSE WI 54601-5076		NO
17-30231-30	JENNIFER ERBE, MATTHEW PORTELL	1917 WINNEBAGO CT	1917 WINNEBAGO CT	LA CROSSE WI 54601		NO
17-30230-20	JENNIFER A TERPSTRA	1906 MARKET ST	1906 MARKET ST	LA CROSSE WI 54601		NO
17-30226-60	JENNIFER E FREDRICKSON	528 19TH ST S	528 19TH ST S	LA CROSSE WI 54601-5024		NO
17-30166-10	JEREMY GROVE, STEPHANIE D BAKA	1729 MARKET ST	1729 MARKET ST	LA CROSSE WI 54601-4971		NO
17-30230-10	JOHATHAN T PARKHURST, SAMANTHA E PARKHURST	1910 MARKET ST	1910 MARKET ST	LA CROSSE WI 54601-5055		NO
17-30230-90	MACKENZIE BORIS	1923 WINNEBAGO ST	1923 WINNEBAGO ST	LA CROSSE WI 54601		NO
17-30170-10	KATHRYN WALKER	1717 WINNEBAGO ST	1717 WINNEBAGO ST	LA CROSSE WI 54601		NO
17-30231-110	BRADEN MILLER, NAOMI MILLER	1919 MISSISSIPPI ST	1919 MISSISSIPPI ST	LA CROSSE WI 54601-5076		NO
17-30170-40	KENNETH R KIRCHNER	1731 WINNEBAGO ST	1731 WINNEBAGO ST	LA CROSSE WI 54601		NO
17-30230-30	KEVIN J HERMAN, RENEE E HERMAN	1900, 1902, 1904 MARKET ST	7992 IDLEDALE AVE	SPARTA WI 54656		NO
17-30226-10	KRISTA L SHULKA	1803 MARKET ST	1803 MARKET ST	LA CROSSE WI 54601		NO
17-30230-60	MALLORY L HAYE	1909 WINNEBAGO ST	1909 WINNEBAGO ST	LA CROSSE WI 54601-5073		NO
17-30226-20	MARIE STEVENSON	1807 MARKET ST	1807 MARKET ST	LA CROSSE WI 54601-4913		NO
17-30170-50	MARK P CLASSEN, BONNIE R CLASSEN	1730 WINNEBAGO ST	1730 WINNEBAGO ST	LA CROSSE WI 54601-4920		NO
17-30223-50	MARK P CLASSEN, BONNIE R CLASSEN	1730 WINNEBAGO ST	1730 WINNEBAGO ST	LA CROSSE WI 54601-4920		NO
17-30226-50	MARY A HURLEY, BRANT A MAYER	1819 MARKET ST	1819 MARKET ST	LA CROSSE WI 54601-4913		NO
		1732 MARKET ST				
17-30169-20	MARY D PRINDLE	702 EAST AVE S	2636 VAN LOON RD	LA CROSSE WI 54601		NO
17-30229-120	MATT WENTHE, JILL WENTHE	1922 MARKET ST	1922 MARKET ST	LA CROSSE WI 54601		NO
17-30231-70	MATTHEW FUGATE, KENNETH FUGATE	721 19TH ST S	721 19TH ST S	LA CROSSE WI 54601-5002		NO
17-30231-10	MATTHEW SMITH, ELISE SMITH	1924 WINNEBAGO ST	1924 WINNEBAGO ST	LA CROSSE WI 54601-5014		NO
17-30231-40	MATTHEW L BAUER, MEGAN E BAUER	1904 WINNEBAGO ST	1904 WINNEBAGO ST	LA CROSSE WI 54601-5014		NO
17-50250-50	NANCY K HAMMEL	625 EAST AVE S	625 EAST AVE S	LA CROSSE WI 54601		NO
17-30229-130	OMAR GRANADOS	1918 MARKET ST	1918 MARKET ST	LA CROSSE WI 54601-5055		NO
17-30226-30	PAMELA M CHENIER	1811 MARKET ST	1811 MARKET ST	LA CROSSE WI 54601-4913		NO
17-30231-20	SARAH C MEYER	1916 WINNEBAGO ST	1916 WINNEBAGO ST	LA CROSSE WI 54601-5014		NO
17-30170-80	SARAH J MOE	1720 WINNEBAGO ST	1720 WINNEBAGO ST	LA CROSSE WI 54601-4920		NO
17-30223-90	SARAH J MOE	1720 WINNEBAGO ST	1720 WINNEBAGO ST	LA CROSSE WI 54601-4920		NO
17-30230-120	SCHOOL DIST OF LA CROSSE	807 EAST AVE S	807 EAST AVE S	LA CROSSE WI 54601-4982	X	YES
17-30206-10	SCHOOL DISTRICT OF LA CROSSE	807 EAST AVE S	807 EAST AVE S	LA CROSSE WI 54601-4982	X	YES
17-50241-70	SCHOOL DISTRICT OF LACROSSE	1739 WINNEBAGO ST	807 EAST AVE S	LA CROSSE WI 54601	X	YES
17-50250-60	SCHOOL DISTRICT OF LACROSSE	803 EAST AVE S	807 EAST AVE S	LA CROSSE WI 54601	X	YES
17-50250-61	SCHOOL DISTRICT OF LACROSSE	807 EAST AVE S	807 EAST AVE S	LA CROSSE WI 54601	X	YES
17-30231-100	SOARING BLUFF PROPERTIES LLC	1914 & 1916 WINNEBAGO ST	1743 2ND AVE SE	ROCHESTER MN 55904		NO
17-30226-70	STEPHANIE A BURNS	469 19TH ST S	469 19TH ST S	LA CROSSE WI 54601-5068		NO
17-30224-20	SWING ENTERPRISES LLC	1725 & 1727 MISSISSIPPI ST	20416 MCKINLEY AVE	GALESVILLE WI 54630		NO
17-30166-30	TERRENCE M COLLINS	1723 MARKET ST	1723 MARKET ST	LA CROSSE WI 54601-4971		NO
17-30170-70	THOMAS IRWIN	1722 WINNEBAGO ST	1722 WINNEBAGO ST	LA CROSSE WI 54601-4920		NO
17-30223-60	THOMAS IRWIN	1722 WINNEBAGO ST	1722 WINNEBAGO ST	LA CROSSE WI 54601-4920		NO
17-30170-30	TIMOTHY J COUGHLIN, KATHLEEN A COUGHLIN	1727 WINNEBAGO ST	1727 WINNEBAGO ST	LA CROSSE WI 54601		NO
17-30169-50	TOP PROPERTY LLC	1718 MARKET ST	325 PEARL ST	LA CROSSE WI 54601		NO

## Properties within 300 feet of proposed areas to be vacated.

Notice also mailed to WI Dept of Transportation due to the vacation being within .25 mile of HWY 33 (a State Connecting HWY).

Properties within 300 feet of areas requested to be vacated.



## **NOTICE OF HEARING TO VACATE A PORTION OF ALLEY AND STREET**

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

Being all of the East-West alley as platted and located in Block 8 of Salzer Terrace Addition, located in part of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 4, Township 15 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, said alley being more particularly described as follows: A 20 foot alley located and platted in Block 8 of Salzer Terrace Addition, as platted and lying South of the South line of Lots 67, 68, 69, 70 and 71 of said Block 8, lying North of the North line of Lots 72, 73, 74, 75 and 76, bounded on the West side by the East right-of-way line of the abandoned Green Bay and Western Railroad and bounded on the East side by the West right-of-way line of 19th Street South and the northerly and southerly extensions thereof.

And the vacation of the following described portion of street, to-wit:

Being a part of platted Winnebago Street lying between Block 8 of Salzer Terrace Addition and Hogan School Subdivision, bounded on the West side by the East right-of-way line of East Avenue South and bounded on the East side by the West right-of-way line of 19th Street South and the northerly and southerly extensions thereof, located in part of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 4, Township 15 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, being more particularly described as follows: Commencing at the West  $\frac{1}{4}$  corner of Section 4, Township 15 North, Range 7 West; Thence S  $03^{\circ}02'11''$  W along the West line of the Southwest  $\frac{1}{4}$  of said Section 4, 196.31 feet to the intersection of said West line and the westerly extension of the South right-of-way line of Market Street; Thence N  $88^{\circ}58'36''$  E along said westerly extension line, the South right-of-way line of Market Street and the North line of Block 8 of Salzer Terrace Addition, 275.95 feet to the Northeast corner of said Block 8 and the intersection of said South right-of-way line and the West right-of-way line of 19th Street South; Thence S  $00^{\circ}32'59''$  W along the East line of said Block 8 and the West right-of-way line of 19th Street South, 299.78 feet to the intersection of said West right-of-way line of 19th Street South and the North right-of-way line of Winnebago Street, said point also being the Point of Beginning of the vacated area to be described: Thence continuing S  $00^{\circ}32'59''$  W along said southerly extension of the West right-of-way line of 19th Street South, 66.02 feet to the intersection of said West right-of-way line and the South right-of-way line of Winnebago Street; Thence S  $89^{\circ}00'13''$  W along the South right-of-way line of Winnebago Street, 265.93 feet to the intersection of said South right-of-way line and the East right-of-way line of East Avenue South; Thence N  $03^{\circ}00'40''$  E along said East right-of-way line of East Avenue South, 66.16 feet to the intersection of said East right-of-way line and the North right-of-way line of Winnebago Street; Thence N  $89^{\circ}00'13''$  E along said North right-of-way line, 263.08 feet to the point of beginning.

YOU ARE FURTHER NOTIFIED THAT a public hearing thereon will be held before the Finance and Personnel Committee of the Common Council on June 5, 2025 at 6:00 p.m. in the Council Chambers of City Hall, 400 La Crosse St. La Crosse St., at which time any and all may be heard for or against the vacation of said alley and street.

Such matter will also be acted upon by the City Plan Commission at 4:00 p.m. on June 2, 2025 (public speaking is allowed), and by the Common Council on June 12, 2025 at 6:00 p.m., both meetings will take place in the Council Chambers at City Hall, 400 La Crosse St.

If you wish to attend any of the above meetings through video conferencing, please contact the City Clerk's Office at 608-789-7510 or email [cityclerk@cityoflacrosse.org](mailto: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](http://www.cityoflacrosse.org) (search for file 25-0483).

Dated this 29<sup>th</sup> day of April, 2025.

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

Published in the La Crosse Tribune on May 15, 22, 29, 2025

AFFIDAVIT OF PERSONAL SERVICE

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

C. Helling, 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 4/20 day of April, 2025, at 10:15 a.m., La Crosse, Wisconsin, I personally served a copy of the following documents:

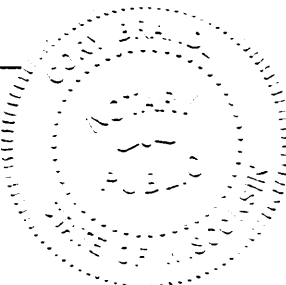
**Notice of Hearing to Vacate a Portion of Street or Alley**

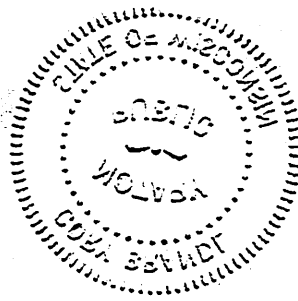
upon Herli A. Johnston  
(name of person served)

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

Subscribed and sworn to before me  
this 30 day of April, 2025

Cay Broehl, Notary Public  
La Crosse County, State of Wisconsin  
My Commission expires: 12-28-25





1998

*[Handwritten signature]*

*[Handwritten word, possibly "you"]*

*[Large handwritten signature]*

*[Handwritten signature]*

*[Faint handwritten text]*

*[Faint handwritten text]*

*[Faint handwritten text]*

*[Faint handwritten text]*

*[Faint handwritten text]*

*[Faint handwritten text]*

*[Faint handwritten text]*

*[Faint handwritten text]*

*[Faint handwritten text]*

**Agenda Item 25-0483: (Jenna Dinkel)**

Resolution approving the vacation of the 1800 block of Winnebago and associated land interests for redevelopment of the Hogan Administration site of the La Crosse School District.

**General Location**

Council District 7, Weigent Hogan Neighborhood Association. Located on the Market and Mississippi between East Ave and 19<sup>th</sup> St. The property is surrounded by R1 – Single Family and R2 – Residence District.

**Background Information**

The School District of La Crosse has requested to vacate the alley parallel to Winnebago Street between East Ave and 19<sup>th</sup> St. The School District is planning to redevelop the Hogan Administration site for a new elementary school. The City of La Crosse has an interest to retain sanitary and storm sewer facilities on the 1800 block of Winnebago but otherwise supports the street vacation. Retaining sanitary and storm sewer facilities will be done through a utility easement as noted on the vacation exhibit. The Resolution notes three conditions the applicant must meet before this vacation can be recorded with La Crosse County.

This area currently serves the Hogan Administration Building for parking. The surveyor noted that there was a previous attempt to vacate in 1983 and no formal resolution was recorded.

**Recommendation of Other Boards and Commissions.**

The application for vacation went to the Board of Public Works on April 21, 2025, for initial approval. It will go to Board of Public Works on June 2, 2025, for final approval.

**Consistency with Adopted Comprehensive Plan**

Although the Comprehensive Plan does not specifically address road vacations, this resolution will vacate this space for the development of a community school. This vacation will add more land for development while still allowing necessary and standard space for public amenities which is consistent with the Comprehensive Plan.

**Staff Recommendation**

**Approval** – Staff recommends approval of the vacation.

**Routing F&P 6.5.25**



## BASIC ZONING DISTRICTS

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



0 70 140 280 Feet



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 25-0528

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**Agenda Date:** 6/5/2025

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

Resolution approving the Parks, Recreation, Forestry, Grounds and Buildings Department 5-year Strategic Plan.

## RESOLUTION

WHEREAS, the 2026-2030 Strategic Plan has been established as a document for planning future Capital Improvement projects, to inform the public and to meet requirements to apply for Federal and State grants,

WHEREAS, the plan will be reviewed annually and serve as a guide to develop annual Capital Project budgets for the next five years,

WHEREAS, the Board of Park Commissioners has approved the 2026-2030 Strategic Plan.

NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby approves the 2026-2030 Strategic Plan.

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

# La Crosse Parks, Recreation and Forestry Department

2026-2030

## Strategic Plan



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<b>Chapter 2:Goals and Objectives.....</b>	<b>10-12</b>
<b>Chapter 3: Capital Improvement Projects.....</b>	<b>13-16</b>
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## ACKNOWLEDGEMENTS

### Thank you to the:

#### City Council

Tamra Dickinson  
Erin Goggin  
Barb Janssen  
Larry Sleznirow  
Chris Kahlow  
Gary Padesky  
Mackenzie Mindel  
Aron Newberry  
Crystal Bedford  
Jennifer Trost  
Lisa Weston  
Rosanne Northwood

#### Park Board

Jennifer Trost  
Robbie Young  
Lisa Weston  
Pat Wilson  
Tim Alberts  
Sandra Cleary  
Eileen Kirsch  
Todd Olson  
Tracy Littlejohn

#### Mayor

Shaundel Washington-Spivey



## **PURPOSE OF THE PLAN**

The groundwork for the Strategic Plan was compiled through community input, recreation partnerships, employee and city officials' input. This plan is a complete reflection of the importance of parks and recreation in the community of La Crosse and community-driven needs and desires for recreation facilities, trails, open spaces and recreation programs. The plan not only identifies these desired needs but also provides an action plan for projects that include timelines, potential costs, and responsibilities.

### **Importance of the Plan**

- Provides a guiding framework for current and long- term future of the City of La Crosse's Parks and Recreation system.
- Outlines the goals and objectives the City of La Crosse is aspiring to achieve.
- Provides an inventory of existing conditions and recommendations for future parks, recreation facilities and programs, and development of open space areas and facilities.

### **Implementation**

The Parks Department cannot accomplish the strategic plan's goals and objectives alone. Success will require partnership with the community, organizations, city officials and employees. Through partnerships, funding mechanisms, and leveraging available new and existing resources, the parks department can find ways to build on past accomplishments and create new opportunities for future success.

### **Next Steps**

This strategic plan is a living document, one that is updated to reflect circumstances at that moment.



### ***Mission Statement***

*The City of La Crosse Parks, Recreation, and Forestry Department's mission is to enrich our community through stewardship of the environment and through provisions of quality recreation, facilities, and fun.*

### ***Vision Statement***

*Make La Crosse the best possible welcoming and inclusive community to live, work, and play in.*





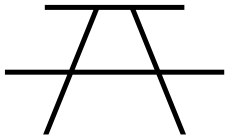
## IMPORTANCE OF PARKS AND RECREATION

### Purpose

- **Social benefits** by connecting people with neighbors of other ages, incomes, backgrounds, and abilities. Parks and recreational activities build community pride and spirit.
- **Economic benefits** by improving the quality of life in the community and helping to attract businesses and residents to the local area. Top-ranked parks and recreation programs and facilities are a competitive advantage for the entire area in economic development.
- **Environmental benefits** by connecting people with and educating them about nature. La Crosse is fortunate to have an abundance of natural resources and must continue to protect, sustain and restore our natural landscape, while at the same time offer recreational opportunities in harmony with nature.
- **Individual benefits** by promoting physical fitness and self-improvement. Opportunities for exercise and being outdoors results in greater physical fitness, emotional well-being, and connectivity to nature.

2026-2030

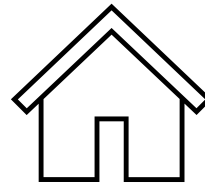
47 Parks



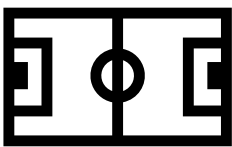
36 Playgrounds



18 Park Shelters



12 Athletic Fields



3 Pools



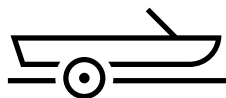
70+ Miles of Trails



2 Beaches



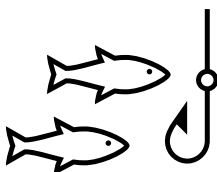
5 Boat Landings



3 Marinas/Harbors



5 Fishing Piers



20,000+ Boulevard  
Trees



2,400+ Acres of  
Bluffland & Marsh



# **Chapter 1**

# **Community**

# **Profile**

## COMMUNITY PROFILE

The City of La Crosse offers spectacular views, a charming downtown life, and welcoming community. It is the largest city on Wisconsin's western border. A regional technology, medical, education, manufacturing, and transportation hub, companies based in the La Crosse area include Mayo and Gundersen Health Systems, Kwik Trip, La Crosse Technology, City Brewing Company and Trane. La Crosse is also a college town home to the University of Wisconsin-La Crosse, Viterbo University, and Western Technical College.

The City of La Crosse is positioned along the Mississippi River. Surrounding the relatively flat prairie valley where La Crosse is located are towering 500 ft bluffs, one of which is the City of La Crosse Parks, Recreation and Forestry Department's own, Grandad Bluff, that overlooks the three-state region. This region is composed of high ridges with carved out valley, also known as coulees, a French term. That is where the city of La Crosse gets its nickname of the "Coulee Region". Among the bluffs in the City of La Crosse are trails, parks, facilities, programs for all ages, and recreational opportunities all provided by the City of La Crosse Parks, Recreation and Forestry Department.

### Demographics

The total population of the City of La Crosse is 52,185 with an expected growth of 2.2% per year. The metropolitan statistical area population is 139,627. City of La Crosse's median household income is \$56,552. The median age for the city is 28.8.



# **Chapter 2**

# **Goals &**

# **Objectives**

## GOALS AND OBJECTIVES

Goals and objectives provide the framework for guiding future recreation needs for City of La Crosse residents. These goals and objectives will serve as a guide for the Parks, Recreation, and Forestry Department's annual budget, capital plans, and work plans. These goals will be worked on over the course of the next five years. Each goal was taken into consideration by looking at the assessment needs of the city and the public input.

### **Goal 1 - Maintain long-term fiscal stability through responsible management, diversified revenue and beneficial partnerships.**

#### *Objectives:*

- Partner with communities, organizations and businesses to support local initiatives, impact the local economy and generate revenue.
- Work with all levels of government to secure consistent, dedicated funding for park development, maintenance, and operations.
- Increase revenue and develop sustainable spending practices throughout the system that consider the short- and long-term costs and priorities for projects, programs and/or services.

### **Goal 2 - Protect and manage natural resources through sustainable management practices.**

#### *Objectives:*

- Focus on habitat protection, conservation and restoration on threatened resources such as wetlands, urban forests, bluff lands, rural landscapes and forests.
- Partner with other organizations to improve resource management education while maintaining the natural, scenic, and agricultural land.
- Improve air and water quality through the protection of open space, land stewardship, and public awareness.

### **Goal 3 - Engage people with nature and outdoor recreation.**

#### *Objectives:*

- Encourage people to experience the natural environment by providing and maintaining trails and access points that serve people of all ages and abilities.
- Develop a strong connection between neighborhood and park center programming and the natural areas in the park system.
- Enhance educational experiences to connect visitors to natural, cultural, and recreational resources.

2026-2030

**Goal 4 - Provide a safe place to play, recreate, contemplate, and celebrate.**

*Objectives:*

- Identify recurring safety concerns and devise new prevention plans using available resources.
- Pursue public and private partnerships to promote safety in the parks and expand available resources.
- Modify behavior that may cause harm to persons, the environment, or property within the park system.

# **Chapter 3**

# **Capital**

# **Improvement**

# **Projects**

## Capital Improvement Projects Process

Capital Improvement Projects are submitted by each city department and are projects they would like to see completed. Projects are identified as the department's needs and wants within the city for the next five years. The city is allotted a certain budget each year, and there are a few committees that oversee these projects to determine which ones get approved. Projects are first reviewed by the City Planning Commission. The commission shall prepare and submit a five-year capital projects budget to the Common Council through its Finance & Personnel Committee. As much as the department wants to see all projects approved, it doesn't always happen; however, those projects can be resubmitted during the following cycle in hopes it is selected to be completed.

### Key

SOF	Source of Funds
NBI	New Bond Issue
CBDG	Community Development Block Grant
TIF	Tax Incremental Fund
OTHER	Other (Grants & Donations)

City of La Crosse Parks, Recreation, and Forestry Strategic Plan

2026-2030

**2026**

Park/Site	Project Description	Amount	SOF
Copeland Park	Rehab of shelters	\$3,300,000	NBI
Chad Erickson Memorial Park	Stabilization of trail	\$75,000	NBI
City Wide	Tree Planting	\$60,000	NBI
Marsh	Hydrological Implementation	\$100,000	NBI
Wittenberg Dog Park	Fencing and amenities for additional dog park on north side	\$40,000	NBI
Glendale Park	Upgrades	\$100,000	TIF
Municipal Harbor	Utility line	\$40,000	NBI
Forest Hills Tennis Courts	Rebuild of six courts	\$600,000	NBI
North Side Pool	Liner, roof, and mechanical upgrades	\$1,000,000	NBI
Weigent Park	Replacement of deteriorating and old fencing	\$50,000	NBI
Weigent Park	Tennis court replacement	\$300,000	NBI
Trane Park	Pickleball courts	\$900,000	TIF
Riverside Park	Flagpole replacement	\$40,000	NBI
<b>Total</b>		<b>\$6,230,000</b>	

**2027**

Park/Side	Project Design	Amount	SOF
City Wide	Tree Planting	\$60,000	NBI
Bluffview Park	Tennis Court Replacement	\$325,000	NBI
River Point District	Waterway development plan	\$500,000	TIF
Green Island	Resurface Tennis Courts	\$70,000	NBI
Municipal Harbor	Campground	\$500,000	NBI
Willow Trail	Reconstruction of trail	\$325,000	NBI
Memorial Pool	Repair concrete malfunction	\$300,000	TIF
Municipal Harbor	Open air gazebo located on point near Lyra Sculpture	\$150,000	NBI
Marsh	West Cell Project	\$3,300,000	OTHER

City of La Crosse Parks, Recreation, and Forestry Strategic Plan

2026-2030

Marsh	Hydrological Implementation	\$100,000	NBI
Pettibone Beach	Beach house renovation	\$400,000	NBI
River Point District	Implementation of an additional marina	3,300,000	TIF
Civic Center Park	Site improvements	\$450,000	NBI
<b>Total</b>		<b>\$9,880,000</b>	

**2028**

Park/Site	Project Description	Amount	SOF
City Wide	Tree Planting	\$60,000	NBI
Marsh	Hydrological Implementation	\$100,00	NBI
River Point District	Waterway development plan	\$500,000	TIF
Copeland Park	Tennis court replacement	\$700,000	NBI
Houska Park	Bathroom restoration	\$500,000	NBI
Hass Park	Upgrades	\$200,000	NBI
Municipal Harbor	Additional transient dock on west point	\$250,000	NBI
Trane Park	Improvements	\$150,000	NBI
Green Island	Arena roof replacement	\$800,000	NBI
<b>Total</b>		<b>\$3,260,000</b>	

**2029**

Park/Site	Project Description	Amount	SOF
City Wide	Tree Planting	\$60,000	NBI
Forest Hills	Maintenance Shed	\$500,000	OTHER
<b>Total</b>		<b>\$560,000</b>	

**2030**

Park/Site	Project Description	Amount	SOF
City Wide	Tree Planting	\$60,000	NBI
Riverside Park	Updates	\$25,000	NBI
<b>Total</b>		<b>\$85,000</b>	

# **Chapter 8**

# **Parks &**

# **Forestry**

## **PARKS HISTORY**

On May 15<sup>th</sup>, 1908 the La Crosse Common Council passed an ordinance creating two park districts in La Crosse. The area south of the La Crosse River was named the first district and the area north of the La Crosse River was named the second. The ordinance also provided for the establishment of the Board of Park Commissioners. The ordinance, initiated by the current Mayor at the time, Dr. Wendall A. Anderson, marked the first significant official interest in the city's few parks. The board, composed of J.M Hixon, L.F. Easton, E.L. Colman and Henry Gund, selected John Nolen, a noted landscape artist and advisor, to design a park system for the city.

A public meeting was held on November 18, 1908, to give an overview of the plans and to gain support from the citizens. Nolen's plan included the proposal of improving and creating Copeland, Levee, Grandad Bluff, and La Plume Island, which still exist today.

Despite the Board of Park Commissioners in 1908, a few parks were already established with Burns Park in 1852 and Myrick Park (then Lake Park) in 1873. Pettibone Park was also established before the 1908 ordinance, and it was donated by A.W. Pettibone. Pettibone Park was still considered part of Minnesota at that time, but boundaries were later changed where it became land within Wisconsin.

Six months after that first public meeting in November 1908, enough money was raised to start working on Nolen's plan, and it has brought us where we are today. Currently the La Crosse Parks, Recreation, & Forestry Department maintains a 1,560-acre park system, consisting of 47 park sites, 18 parks shelters/pavilions, 12 athletic fields, an 18-hole frisbee golf course, 27 miles of paved trails, and 45 miles of natural surface trails. In addition, the department also has an 1,100-acre riparian marsh and 1,312 acres of public land across the bluffs on the city's east side. All of these parks are unique to La Crosse and provide the community with a wide variety of opportunities for leisure activities.

### **Types of Parks**

Community parks are readily accessible from arterial streets and the commuter/recreational trail system. These parks may include playfields and courts for organized sports, a playground, and facilities for day use activities including a picnic shelter, restroom, seating, and walking paths.

Neighborhood parks are centrally located within areas of residential development. These areas typically include playgrounds, open space for informal games and activities or play courts.

2026-2030

### **Community Parks**

- Carroll Park 1717 MARCO DR
- Chad Erickson Park & Vietnam Veterans Pond 3601 PARK LANE DR
- Copeland Park 1130 ROSE ST
- Erickson Park 2423 21ST PL S
- Grandad Bluff 3020 GRANDAD BLUFF RD
- Green Island Park 2312 7 ST S
- Houska Park 700 HOUSKA PARK DR
- Lueth Park 1200 LA CROSSE ST
- Myrick Park 2107 LA CROSSE ST
- Pettibone Park 101 PETTIBONE DR S
- Poage Park 500 HOOD ST
- Riverside Park 100 BLOCK STATE ST
- Springbrook Park 3519 SPRINGBROOK WAY
- Trane Park 1500 CHASE ST
- Weigent Park 1500 CASS ST



### **Neighborhood Parks**

- Badger/Hickey Park 1007 PALACE ST
- Bluffview Park 2800 JACKSON ST
- Burns Park 702 MAIN ST
- Cameron Park 400 KING ST
- Civic Center Park 500 2 ST S
- Clayton E. Johnson Park 4701 33RD ST S
- Coulee Park 1201 COULEE DR
- Crowley Park 2100 CAMPBELL RD
- Diagonal Park 2935 23RD ST S
- Glendale Park 2600 29TH ST S
- Goose Green Park 629 KANE ST
- Hass Park 3600 EASTER DR
- Highland Park 2500 HIGHLAND ST
- International Friendship Gardens 405 E VETERANS MEMORIAL DR
- Merry Meadows Park 4200 MEADOWLARK LN
- Powell Park 1002 WEST AVE S
- Pumpkin Patch Park BRICKYARD LN
- Red Cloud Park 416 POWELL ST
- Roellig Park 600 LOSEY BLVD N
- Roesler Park COUNTY ROAD MM
- Schuh Park 2225 HORTON ST
- Seminary Park 3400 E AVE S
- Sherwood Park 3300 NOTTINGHAM ST
- South Goose Green Park 1012 ST ANDREW ST
- South Library Park 1616 FARNAM ST
- Starlite Park 2421 HENGEL CT
- Upper Hixon Forest 800 MILSON CT
- Verchota Park 1825 22ND ST
- Veterans Freedom Park 120 CLINTON ST
- Wittenberg Park 2940 GEORGE S

### **Future Potential Projects and Goals**

- Completion of a waterline in Pettibone
- Complete a new paved walking path in Veterans Freedom Park
- Install a new ADA fishing pier at Veterans Freedom Park
- Rehab of Copeland Park shelters
- Stabilization of the trail in Chad Erickson Memorial Park
- Permanent fencing and amenities at Wittenberg Dog Park

2026-2030

- Upgrades to Glendale and Hass Park playgrounds
- Replacement of deteriorating old fencing at Weigent Park
- Replacement of the flagpole at Riverside Park
- Renovation of the Pettibone Beach House
- Improvements to Civic Center Park
- Restoration of the Houska Park bathrooms
- To upkeep and make appropriate improvements to Trane Park

## Forestry

The City of La Crosse's urban forest is a vital natural resource, providing ecological, social and economic benefits to the community. The 20,000 trees that line La Crosse's streets, and additional trees within city parks help to control storm water, improve air quality, reduce utilities expenses, increase property value, provide habitat for birds and other wildlife, and improve neighborhood aesthetics. As climate conditions change, and urban development continues, proactive forestry management is essential to maintaining a resilient and sustainable tree canopy.

This section of the Strategic Plan focuses on implementing the [Urban Forestry Management Plan](#), which guides the City's efforts in tree planting, maintenance, conservation, and community engagement.

*Vision: Healthy Trees, Healthy City: Our vision for La Crosse's urban forest is to cultivate a thriving, diverse, and well-maintained tree canopy that enhances the livability, health, and sustainability of our community for current and future generations*

## Arboretum

In June 2024 Arboretum Accreditation was awarded for the Myrick Park Arboretum. The mission of the Arboretum is to display the rich biodiversity of the Coulee Region and to promote and highlight the importance of trees to our community. An arboretum is a place of learning and public interest to enhance learning and quality of life for the community and engage in public outreach as an outdoor classroom, living laboratory, and an inspiration for a greener, healthier, and more beautiful world.

## Upcoming Plans and Information:

- \$17,358 DNR grant awarded for 2025 Urban Forestry Ordinance Revision and Arboretum Signage.
- \$13,314 DNR grant awarded for 2025 Urban Forestry Catastrophic Storm Damage.

## Goals & Objectives

**Goal 1 – Preserve tree canopy cover and the urban forest through sound but fair policies and regulations that align with shared priorities in the City and best practices.**

*Objectives:*

- Identify impediments to tree planting and opportunities where tree requirements could be strengthened.
- Utilize the urban heat and impervious surface study to target tree plantings and incentivize developers to support this effort.
- Complete a city-wide tree canopy assessment as an update and periodically reassess canopy cover to monitor changes and trends.

**Goal 2 – Foster tree stewardship in our community through equitable and impactful community education and engagement.**

*Objectives:*

- Maintain Tree City USA accreditation
- Host seasonal arboriculture education events, such as spring tree planting and pruning workshops, to teach homeowners best practices for tree care and maintenance.
- Work towards a Level II Arboretum accreditation including the development of an arboretum collections policy and enhanced forestry programs within the arboretum.

**Goal 3: Foster a culture of innovation, collaboration and adaptability, ensuring the program remains responsive to changing environmental conditions and community needs.**

*Objectives:*

- Assess and strategize improved communication and protocols to efficiently manage the urban forest.
- Continue to apply for funding to support innovative and essential tree management projects and utilize the resources and trainings provided by these reputable entities
- Strengthen existing and foster new collaborative partnerships to manage the urban forest.

## Potential Future Projects and Goals

- Continue to address heat zones identified by the City's Climate Action Committee by planting more shade providing trees in such areas
- Continue work with Neighborhood Associations to utilize funding for tree planting.
- Forestry will continue to provide boulevard tree services to residents in a timely and efficient manner.

# **Chapter 5**

# **Natural**

# **Resources &**

# **Sustainability**

## **Natural Resources & Sustainability**

The City of La Crosse values environmental sustainability by making decisions that help protect, maintain and preserve our natural and developed resources. The City of La Crosse aims to promote and practice the conservation, preservation and restoration of our unique natural spaces. Sustainable land management is a top priority that satisfies the needs of diverse habitat types as well as ensuring that the recreational potential for user groups is all inclusive. The quality land management practices and goals identified in this plan take our ecosystem health into high consideration when developing sustainable trails, natural areas and trailhead facilities.

*Vision: Protect the land through multi-resources management*

*Mission: The La Crosse Parks, Recreation, and Forestry Department is committed to improving our wildland management by increasing partnership relations, conducting management on a landscape level, and considering the recreational abilities and needs of all user groups.*

## **Natural Resources**

### **Blufflands Overview**

The City of La Crosse's Blufflands are a defining natural feature of the region, offering ecological, recreational and scenic value to residents and visitors alike. As demand for outdoor recreation grows and conservation challenges evolve, a strategic approach is essential to protect and enhance these vital lands. By aligning with regional conservation goals and leveraging partnerships with local organizations, the City of La Crosse aims to create a long-term framework that supports responsible recreation, biodiversity, and climate resilience within the Blufflands.

The City Parks Department has a long history of preservation and restoration of natural areas. Since the largest gift of Hixon Forest, the City has acquired ~2,000 acres of property that could have been otherwise sold to developers. Some of the properties more impacted than the others from agriculture and rock quarrying, these lands pose different challenges to restore than more primitive unimpacted lands.

## **Goals and Objectives – Blufflands**

### **Goal 1: Develop a Comprehensive Blufflands Master Plan**

#### *Objectives:*

- Conduct a comprehensive blufflands assessment including inventory current land use, ecological conditions, recreational infrastructure, and conservation needs.
- Facilitate an inclusive planning process with community stakeholders to shape the blufflands' future.
- Develop clear land management and recreational guidelines

**Goal 2: Conduct ecological assessments and natural resource inventory of natural areas.**

*Objectives:*

- Work with conservation organizations to conduct Ecological Assessments of City natural areas.
- Maintain an accurate database of findings.
- Work with area experts to make improvements to restore natural area

**Goal 3: Enhance funding and financial stability through alternative funding sources.**

*Objectives:*

- Provide a robust, long-term, and stable funding framework for natural areas and resources within the city.
- Identify ways for all users of natural to contribute equitably to the development and management of these natural resources.

**Goal 4: Conserve Wetlands, Urban Forests, Blufflands, Rural Landscapes and Forests through Partnerships and Incentives.**

*Objectives:*

- Encourage large-scale land conservation partnership projects.
- Manage lands and resources to protect rare plant communities, threatened wildlife species, and scenic beauty.
- Increase the number of pollinators and beneficial insect species in the city.
- Continue to plant native herbaceous species in parks and public lands

**Goal 5: Cooperate and Coordinate with Neighboring Cities, Villages, Towns, Counties, and Property Owners to Provide Recreational Activities, Education, and Preservation of Natural, Historic, and Cultural Resources for the Enjoyment and Benefit of all Citizens.**

*Objectives:*

- Provide assistance with park and recreation planning services to neighboring communities.
- Utilize, when practical, a multi-jurisdictional approach to acquiring and developing outdoor recreation facilities, and land.
- Manage lands and resources to protect rare plant communities, threatened wildlife species, and scenic beauty.

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*La Crosse River Marsh Overview*

It is the intent of the La Crosse Parks, Recreation and Forestry Department to maintain the marsh for its hydraulic, ecological and recreation values. The marsh presently offers many opportunities for birding, fishing, and recreation.

The La Crosse River Marsh plays a unique and important role in the La Crosse and Central Wisconsin landscape, providing a critical stopping point for migratory birds, spawning area for

various aquatic species, outdoor classroom, destination for outdoor enthusiasts, and natural flood mitigation and water quality treatment. Despite its importance to the community and region, the marsh has degraded in recent years by man-made encroachments, upland changes in hydrology, and evolving weather patterns. An increasing proportion of the La Crosse's parks and public works budgets must be allocated to maintaining and repairing infrastructure in the marsh such as trails and utilities. These changes have also resulted in habitat loss, water quality, and other ecological impacts.

### **Goals and Objectives - Marsh**

#### **Goal 1: Improve hydraulic connectivity throughout the river/marsh system and increase flood water storage.**

##### *Objectives:*

- Improve connectivity of flow between the river and marsh and between different cells of the marsh.
- Provide additional flood water storage by reconnecting floodwaters with areas isolated by berms, levees, streets, and trails.
- Identify and pursue property acquisition.
- Improve water level control structures to allow periodic summer drawdowns to enhance and restore emergent vegetation.

#### **Goal 2: Improve biodiversity and native vegetation with habitat as the primary objective.**

##### *Objectives:*

- Evaluate solutions to the floodplain forest.
- Address the disappearing submerged vegetation.
- Improve trail and marsh edge environments.
- Remove invasive species.

#### **Goal 3: Cooperate and coordinate with friend groups, neighboring cities, villages, towns, counties, and property owners to provide recreational activities, education, and preservation of natural, historic, and cultural resources for the enjoyment and benefit of all citizens.**

##### *Objectives:*

- Provide assistance with park and recreation planning services to local municipalities.
- Utilize, when practical, a multi-jurisdictional approach to acquiring and developing outdoor recreation facilities and land.
- Pursue grant funding and partnerships to accomplish projects

### **Natural Resource Management and Restoration of La Crosse Natural Areas Overview**

Restoring land to its historic and geographic habitat must be strategic and calculated. Restoration practices are also unique because of the diverse ecosystems that exist within each Bluffland or Marsh property. Restoration practices include but are not limited to invasive cutting, pulling, girdling and treating, deer management, tree removal, prescribed fire, and

native plantings. Though volunteer work and grants these conservation areas will be expanded to include restoration of the hardwood timbers encompass many of the City's public lands. Several test timber stand improvement projects are being monitored for effectiveness and feasibility.

### **Prairie Management**

To retain and restore the prairie communities within the City Blufflands the following is recommended:

- Prairie remnants found on scattered sites throughout the forest shall be protected and restored to remain as prairie remnants. Management priority shall be placed on those remnants most threatened by succession.
- The use of fire, as well as selective cutting and tree girdling may be used to carry out these management objectives, as well as to enhance biodiversity, attempt to restore natural processes to the forest, and reduce potentially hazardous situations.
- Herbicides should be used sparingly, and spraying avoided in sensitive areas.

**Forest Management** *\*Review the Hixon Forest Comprehensive Management Plan and Urban Forestry Management Plan for a more comprehensive understanding of the forest management recommendations provided here.*

To retain and restore the health of existing forest and tree canopy, the following is recommended:

- The existing forest and tree canopy shall be maintained to the extent possible.
- The management for communities such as oak woodland or savanna shall be focused upon existing edge and open areas.
- Remnant oak opening sites shall be restored to or remain as oak openings.
- The use of fire, as well as selective cutting and tree girdling may be used to carry out these management objectives, as well as to enhance biodiversity, attempt to restore natural processes to the forest, and reduce potentially hazardous situations.
- The former McBain Property and the old field located along the west side of CTH FA shall be managed for establishment of oak savanna or oak forest or for opportunities to allow natural succession to occur. Additional openings within the forest that consist of non-native vegetation shall be evaluated for opportunities to add to the existing closed canopy.
- The reforestation project located in the central portion of the lower forest shall continue to be evaluated as an effective restoration method.
- Oak trees are most susceptible to oak wilt in the springtime, from bud swelling until 2 to 3 weeks past full leaf development. During the period of April 15 to July 1, do not prune, cut or injure oaks. If an oak is wounded during this time, cover the wound immediately with tree wound paint.

### **Invasive Species Management**

To retain and restore the health of Bluff and Marshlands, the following is recommended.

- Removal of invasive native tree species (such as black locust and aspen) in selected locations such as around remnant prairies and throughout wetlands.
- The removal of invasive woody shrub species (such as buckthorn, honeysuckle) is a management priority. Efforts should focus on those areas where the invasive species have not yet become dominant in the under-story. Woody shrubs should be treated according to best management practices.
- The use of herbicides shall be allowed for the management of invasive species when fire or mechanical removal methods are ineffective. Herbicides should be biodegradable and used responsibly according to directions.

### **Acquisitions & Easements**

The presence of easements and grant agreements guide how La Crosse Parks and Recreation manages many bluffland properties. Trail development, habitat restoration, and public access improvements must align with these legal obligations to ensure compliance and sustainability. While these protections limit certain activities such as new development or off-trail use they also provide a framework for balancing conservation and recreation.

Property acquisitions are conclusive to property owner's willingness to sell, making a very short list for potential acquisition. Properties are evaluated based on habitat and recreation value, potential for development and accessibility in addition to the criteria listed below. As new properties become available, a discussion will be entertained with the Environmental Leadership Forum prior to the acquisition of new lands. Additionally, recreational easement and/or conservation easement may be utilized as tools to facilitate the negotiation process and fulfill the desires of the landowner and the city.

### **Potential Future Projects and Goals**

- Hydrological Implementation
- Improvement of marsh hydrology as measured by restoring/enhancing water exchange within the western portion of the marsh



## **Sustainability**

Sustainability is a core priority for the City of La Crosse Parks, Recreation and Forestry Department, ensuring that environmental, social, and recreational systems support a thriving community for future generations. As climate challenges and urban development pressures increase, the City is committed to proactive sustainability efforts that enhance resilience, reduce environmental impact, and foster community engagement.

### **Goals & Objectives – Sustainability**

#### **Goal 1 – Enhance Native Landscaping and Planting Practices**

##### *Objectives:*

- Develop and implement a native planting strategy for new park projects and landscape renovations.
- Require new plantings within parks or as part of beautification efforts to contain at minimum 50% native species

#### **Goal 2 – Expand Sustainability Education and Community Outreach**

##### *Objectives:*

- Use education programs and incentives to promote the use of native plants and trees on public and private property
- Host regular seasonal workshops, events focused on conservation, native planting, and sustainable park stewardship.
- Collaborate with local community groups, and environmental organizations on park-based sustainability initiatives

#### **Goal 3 – Promote Biodiversity and Wildlife Habitat Restoration**

##### *Objectives:*

- Maintain existing management plans aimed at protecting and enhancing existing wildlife habitats within parks
- Initiate habitat restoration projects that include the removal of invasive species, reintroduction of native vegetation and creation of wildlife corridors.

#### **Goal 4 – Secure funding to expand sustainability programs**

##### *Objectives:*

- Identify and pursue grant opportunities, public-private partnerships, and other funding sources to support sustainability initiatives including native planning and community education programs

2026-2030

**Conclusion:** The city’s commitment to natural resource preservation and sustainability involves several key aspects including land management, blufflands preservation, marsh management, restoration practices and sustainable initiatives. The City of La Crosse aims to improve wildland management by increasing partnership relations, conducting management on a landscape level, and considering the recreational abilities and needs of all user groups. This involves cooperating with neighboring communities, pursuing grant funding and partnerships, and enhancing funding and financial stability for natural areas and resources. By focusing on these areas, the City of La Crosse strives to ensure a thriving community for future generations.



# **Chapter 6**

# **Trail Systems**

## Trail Systems

The City of La Crosse is home to an extensive trail network that offers diverse recreational experiences, including natural bluffland trails, marsh trails, and paved multi-use paths. This strategic plan prioritizes maintaining existing infrastructure while identifying targeted improvements that enhance accessibility, sustainability, and user experience.

### Natural Trails

Bluffland trails wind through forested ridges, steep terrain, bluffland prairies, and scenic overlooks, offering hiking, trail running, mountain biking, cross country skiing, snowshoeing and nature exploration. These trails rely on sustainable maintenance practices to prevent erosion, protect habitats, and ensure long-term usability.

### Paved Trails

The city's network of paved multi-use trails supports walking, running, biking, and mobility devices, providing safe and accessible routes for all users. Marsh trails provide a unique wetland experience, supporting birdwatching, education, both paved and soft-surface recreation. Many trails serve as commuter corridors, connecting neighborhoods, parks, schools, and commercial districts. Proper surface maintenance and wayfinding improvements are critical to supporting increased year-round usage.

### Protected Trails

Some trails in La Crosse exist on lands protected by conservation easements or subject to grant restrictions from the Wisconsin Department of Natural Resources (DNR). These agreements limit or prevent the construction of new trails and impose specific stewardship responsibilities. The city must carefully manage these lands to maintain compliance while ensuring safe and sustainable public access.

## Goals & Objectives

### Goal 1: Maintain and Improve the Existing Trail Network

#### *Objectives*

- Conduct an annual trail assessment to identify and prioritize maintenance needs.
- Develop a sustainable funding strategy for ongoing trail upkeep, including city budget allocations, grants, and donations.
- Expand routine maintenance efforts by coordinating with volunteer groups, conservation corps, and trail advocacy organizations.
- Standardize maintenance best practices across all trail types to improve durability and safety.

## **Goal 2: Signage and Wayfinding Plan**

### *Objectives*

- Standardize Trail signage by developing a uniform signage system that includes trail names, difficulty ratings, permitted uses and regulatory information
- Standardize branding and logos within trail system to maintain consistency and limit commercialization of public lands
- Ensure all signage includes accessibility details, such as surface types, grades, and ADA compliant routes.

## **Goal 3: Enhance Accessibility and Inclusivity**

### *Objectives*

- Ensure paved trails meet ADA compliance standards, including smooth surfaces, gradual slopes, and rest areas.
- Improve trailhead facilities with accessible parking, restrooms, and clear signage.
- Develop an interactive digital trail guide with accessibility information, trail difficulty ratings, and real-time updates.
- Install wayfinding and interpretive signage to provide inclusive navigation and educational opportunities.

## **Goal 4: Foster Sustainable Trail Management**

### *Objectives*

- Implement erosion control strategies on bluffland and marsh trails, such as rerouting problematic sections and using sustainable materials.
- Increase invasive species management efforts along trails to preserve native ecosystems.
- Promote responsible trail use through community education on Leave No Trace principles.

## **Goal 5: Maintain Compliance with Easements and Grant Restrictions**

### *Objectives*

- Conduct an annual review of all conservation easements and grant agreements to ensure current trail use aligns with restrictions.
- Collaborate on grant opportunities for ecological restoration and low-impact infrastructure improvements.
- Increase invasive species management in cooperation with land trusts and conservation groups.
- Monitor and assess high-use trails for environmental degradation, adjusting management strategies as needed.

### **Conclusion**

By focusing on the maintenance and enhancement of existing trails, this strategic plan ensures that La Crosse's trail system remains a valuable asset for recreation, transportation, and environmental stewardship. Prioritizing accessibility, sustainability, and community engagement will allow the city's trail network to serve diverse users while preserving its natural beauty for future generations. By recognizing and respecting the constraints of conservation easements and grant-restricted lands, the City of La Crosse can ensure the long-term sustainability of its trail system while fostering positive relationships with conservation partners. Prioritizing compliance, stewardship, and education will allow the city to continue providing high-quality recreational opportunities without jeopardizing the ecological and legal integrity of protected lands.

### **Potential Future Projects**

- Replace the Aspen Trail Bridge
- Complete reconstruction of the Grand Crossing Trail
- Complete reconstruction of the Willow Trail



# **Chapter 7**

# **Aquatic**

# **Facilities**

## Aquatics

The aquatic facilities provide opportunities for youth and adult water recreation activities. The City of La Crosse owns Erickson Pool, North Side Community Pool, and Veterans Memorial Pool. Each of these pools has their own unique characteristics. From zero-depth entry to splash pads, they each offer something for the family to enjoy.

### Erickson Pool

2512 Losey Blvd

#### Potential Future Projects

- Renovate bathhouse
- Replacement of slide



### Veterans Memorial Pool

1901 Campbell Rd

#### Potential Future Projects

- Purchase and install shade structures
- Install security cameras on pool deck
- Repair concrete malfunction on the pool wall

### North Side Community Pool

816 Sill St

#### Potential Future Projects

- Assess the need for an additional diving board or drop slide in deep end.
- Replacement of current slide that was installed in 1999
- Replacement of the liner, roof and mechanical upgrades

# **Chapter 8**

# **Athletic**

# **Facilities**

## Ball Fields

Ball fields provide ample space for community baseball and softball games. The fields are used daily throughout the summer months hosting the city's baseball and softball programs, as well as tournaments. The ball fields benefit multiple organizations who gather to play sports at these facilities. Features include multiple fields, restrooms, storage sheds, bleachers, concession stands, water and power.

- **Bluffview Ball Fields**
- **Carroll Ball Field**
- **Copeland Softball Field**
- **Copeland Baseball Field**
- **Erickson Ball Fields**
- **Goose Green Ball Field**
- **Houska Ball Field**
- **Weigent Ball Field**



### Potential Future Projects

- New concessions facility at Carroll Field



## Tennis Courts

The city tennis courts are open to the public as well as used by local schools, adult tennis clubs, and the department's youth tennis programs. These courts facilitate several tournaments and events throughout the season.

- **Copeland Park (4)**
- **Weigent Park (2)**
- **Bluffview Park (2)**
- **Green Island Park (13)**
- **Red Cloud (2)**
- **Forest Hills (6)**

### Potential Future Projects

- Replacement of tennis courts at Weigent, Green Island, Bluffview, and Copeland Park



## Pickleball Courts

The city has two locations for pickleball, and they are currently not reservable spaces. As the sport grows in popularity, the department hopes to expand the pickleball possibilities.

- **Trane Park (8)**

### Potential Future Projects

- Additional build of 8 courts at Trane Park

## Green Island Ice Arena

In addition to the outdoor tennis courts, the Ice Arena is home to River City Youth Hockey, Coulee Region Sled Hockey, and youth figure skating programs. River City Youth Hockey currently leases the building from October to March and offers open skate times for the general public.

### Potential Future Projects

- Replacement of roof from 1982

# **Chapter 9**

# **Grounds and**

# **Buildings**

## City Owned Facilities

The department oversees city owned facilities, whether they are run by a third-party vendor, leased, or directly managed by our staff, they are diverse in their capabilities and what they offer to the public. The department oversees the general maintenance of the buildings, but the tenants can diversify their use to fit their desired plan within the guidelines of the lease. Neighborhood Centers are managed and staffed by the Parks Department. Neighborhood Centers focus on community activities such as programs for older adults during the school year as well as programs for adults and youth at night. Leased buildings are open to the public, can be reserved, or put on several events for the public.

### Black River Beach Neighborhood Center

1433 Rose St

### South Side Neighborhood Center

1300 6<sup>th</sup> St S



### Myrick Park Center

789 Myrick Park Dr

- Leased by WisCorps/The Nature Place

### Hatchery

410 Veterans Memorial Dr

- Leased by Hatchery LLC

### Copeland Stadium

800 Copeland Ave

- Leased by the La Crosse Loggers

### Pettibone Boat Club

600 S Pettibone Dr

- Leased by Pettibone Boat Club

### Pettibone Resort

333 Park Plaza Dr

- Leased by Pettibone Resort



2026-2030

**Pump House Regional Arts Center**

119 King St

- Leased by the Pump House

**Green Island Ice Arena**

2312 7<sup>th</sup> St S

- Leased by River City Youth Hockey



**Forest Hills Golf Course**

600 Losey Blvd N

Forest Hills Golf Course has been under the management of KemperSports on the behalf of the City of La Crosse since 2009. Forest Hills recreation is year-round as part of Hixon Forest. In the summer months, trails line the golf course, whereas in winter it becomes a popular cross-country ski location along with sledding, snow shoeing and dog walking.

Potential Future Projects

- Maintenance building to replace the current 80-year-old shop.
- Drainage additions to cure problematic wet areas on the course
- Refurbishing of club house exterior
- Additional forward tee boxes to accommodate junior, senior and women golfers
- Cart paths rebuild to update the aging paths.



# **Chapter 10**

# **Waterways**

## **Boat Landings**

The Parks, Recreation, Forestry Department is responsible for and maintains five public boat landings/launches. Funding for maintenance and future upgrades comes from launch fees charged at kiosks located at each landing. Launch fees are kept in a “boat landing” account specific to the needs of the landings.

### **7<sup>th</sup> Street Landing**

2300 S 7<sup>th</sup> St.

### **East Copeland Landing (North and South)**

421 Clinton St.

### **Municipal Landing**

1500 Marco Dr.

### **Veterans Freedom Park Landing**

1000 Boathouse Dr.

### Potential Future Projects

- Plan for and fund complete parking lot replacement at West Copeland and East Copeland
- Continue to grow the number of fishing tournaments hosted at the landings

## **Riverside Levee**

With the recent completion of an additional levee, the department has established long term agreements with Viking Cruise Lines and American Cruise Lines to promote Riverside Park and the city and encourage tourism in the downtown area.

## **Riverside Transient Dock**

A pay to park, seasonal dock, is located along the shoreline in Riverside Park. People are able to experience all the downtown area has to offer by way of boat.

## **Municipal Harbor**

1502 Marco Dr

- 169 boat slips

## **Veterans Point Marina**

120 Clinton Street

- 124 boat slips

## **Copeland Park Marina**

1121 Copeland Park Dr

- 14 slips



### Potential Future Projects

- Replacement of gazebo on the west side of the property green space.
- Build a small campground between the dry storage area and south harbor shoreline green space.
- A new utility line at Municipal Harbor
- An additional Marina at River Point District
- A waterway development plan at River Point District



# **Chapter 11**

# **Recreation**

The Recreation Division strives to provide diverse opportunities, quality programs, and engaging special events for youth, adults, families, seniors, and individuals with special needs. The main objective is to enrich lives of City of La Crosse community members by offering social, active, leisure, enriching, and educational choices in safe environments. Staff is responsible for planning and implementing activities, promoting positive customer service, effectively promoting and publicizing programs, and utilizing financial resources efficiently. Not only does the Recreation Division hire numerous seasonal employees, but this division is also responsible for recruiting and managing hundreds of volunteers to assist with programs and special events.

### **Youth Programs**

The department offers year-round sports and programs for youth in the community. Sports include Volleyball, Football, Basketball, Soccer, Track, Baseball, Tennis, and Ice Skating. During the summer, day camps are offered for participants. Different day camps include Playground Program, Adventure Camp, and Tiny Tot Adventures.

### **Adult Programs**

The department offers year-round sports and programs for adults in the community. Leagues include Volleyball, Basketball, and Softball and instructional adult sports include Tennis and Pickleball. There is a variety of adult enrichment programs as well. Enrichment programs is the umbrella name that includes programs like Creative, Cooking, Enrichment, Health and Wellness, Dementia Support and Education, Concerts and Dances, and Technology.

### **Senior Programs**

The department offers year-round programs for aging adults in the community. Participants ages 50+ are welcome to participate in any of the Adult Programs as well as Senior specific programs and excursions. Day excursions offer seniors a hassle-free way to enjoy trips to theater shows, museums and other tours by providing transportation. Excursions are always changing to ensure there is something for everyone. While the excursions are remote experiences, the senior programming classes take place in the city at a number of facilities.

## Special Recreation

The City of La Crosse Parks, Recreation & Forestry Department is proud to offer a variety of leisure, educational and recreational programs for individuals with special needs in our community. Our Special Recreation program offers year-round clubs, monthly events and trips. The Special Recreation programs are for all ages and all abilities. This year participants are traveling the world! Each month the theme of the parties, food, crafts, etc. is all based around the county they are learning about.

**Special Olympics Wisconsin - La Crosse Area** is a non-profit agency that provides individuals with intellectual disabilities the opportunity to participate in sports competition, develop physical fitness, demonstrate courage, and experience joy while participating in the sharing of gifts, skills and friendships with their families, Special Olympics athletes, and the community. In order to be eligible for Special Olympics sports, athletes must be 8 years of age or older with an intellectual disability.



### Future Recreation Goals

- Increase pickleball programs and number of participants
- Expand youth enrichment programs throughout the year (outside of sports)
- Add an adult flag football program
- Reimplement a fishing program for kids
- Increase adult sports tournaments
- A full-time position added to fully support the Adult and Senior Enrichment programming and excursions

# **Chapter 12**

# **Maintenance**

# **Plan**

## **Introduction**

The maintenance and improvement plan is the Parks, Recreation, and Forestry Departments' commitment to the City of La Crosse to provide safe and beautiful recreational areas to its residents and visitors. The plan's framework addresses all maintenance labor and improvement projects over a timeframe of ten years. This allows for the department to appropriately address and budget for all labor tasks and improvement projects. The timeframe will be subjected to an amending process every two years throughout the entire ten years to meet the growing changes and demands of the park system.

The plan calls for the park system to undergo an inventory analysis of all its parks. The inventory analysis is a comprehensive study of the park's amenities. The study evaluates the current physical condition of each amenity to determine a life expectancy. The life expectancies are used to categorize improvement projects into high priority, medium priority, and low priority. The plan defines high priority as one to three years, medium priority as three to five years, and low priority as five to ten years. The priority rankings make up our ten-year timeframe for the maintenance/improvement plan.

The maintenance and improvement plan allows the department to project future costs and adequately plan a funding source from local businesses, organizations, associations, foundations, state and federal grants, and the capital improvement projects fund. The diversification of sources will allow the department to meet its funding needs and the overall goals of the plan.

## **Goals & Objectives**

### **Goal 1**

Provide a safe and fun atmosphere within the park system.

#### *Objectives*

1. Provide more training opportunities to the park's maintenance department.
2. Increase the frequency of routine maintenance checks of parks.
3. Continue to amend the maintenance plan every two years or as changes/updates occur.

### **Goal 2**

Provide adequate and steady funding for all projects.

#### *Objectives*

1. Reestablish funding for park maintenance and modest improvements that meet the needs of the community.
2. Create a timeline for all future maintenance projects with an estimated cost and funding plan.
3. Diversify funding through local community foundations, state and federal grants, neighborhood associations, private businesses, and donations.
4. Strive to use sustainable technology to reduce future operational costs.

### **Goal 3**

Build partnerships throughout the community.

#### *Objectives*

1. Continue to recruit volunteers to help maintain cleanliness in the parks and recognize them for their contributions.
2. Continue to enrich and strengthen relationships with local schools, universities, associations, organizations, and businesses to maintain a healthy park system.
3. Enhance access to information and increase communication with the public on routine maintenance tasks.

### **Goal 4**

Strive to use sustainable practices.

#### *Objectives*

1. Proactively incorporate green strategies in all projects.
2. Continually manage, preserve, and protect natural resource areas.
3. Aspire to become a sustainable leader within the state.

## Appendix

- [Supporting Plans | La Crosse, WI](#)
  - City of La Crosse Comprehensive Plan
  - City of La Crosse Climate Action Plan
  - City of La Crosse River Marsh Restoration Project
  - Hixon Forest Comprehensive Management Plan
  - Urban Forestry Management Plan
  - City of La Crosse Bicycle Pedestrian Plan
  - The Blufflands: A Plan for Conservation and Recreation Throughout the La Crosse-La Crescent Region
  - Annual Parks Maintenance Plan





# ***CITY OF LA CROSSE***

400 La Crosse Street  
La Crosse, Wisconsin 54601  
(608) 789-CITY  
[www.cityoflacrosse.org](http://www.cityoflacrosse.org)

## **LEGISLATION STAFF REPORT FOR COUNCIL**

File ID                      Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 25-0531

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**Agenda Date:** 6/5/2025

**Version:** 2

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

Resolution authorizing installation of neighborhood safety street lighting in the 2900 block of Fairchild Street West.

## RESOLUTION

WHEREAS, Engineering study observed that nighttime conditions may benefit from additional lighting in the 2900 block of Fairchild Street West.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes the installation of one (1) LED streetlight, up to the equivalent of a 150-watt high-pressure sodium light, in the public R/W in the vicinity of 2929 Fairchild Street West, and necessary appurtenances.

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 the City staff are hereby authorized to effectuate this Resolution.



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Background

Fiscal Impact

Staff Recommendation



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 25-0535

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**Agenda Date:** 6/5/2025

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

Resolution approving contract with the La Crosse Tribune as the official newspaper for the City's council proceedings and legal notices.

## RESOLUTION

WHEREAS, the City of La Crosse advertised for bids pursuant to sec. 985.06, Wis. Stats., for the contract as the official newspaper for the City's council proceedings and legal notices, and

WHEREAS, the sole bid received was from The La Crosse Tribune, and

WHEREAS, both bids received from The La Crosse Tribune contained the following rates:

	<b>Bid 8/1/24- 7/31/25</b>	<b>Current Rates</b>	<b>State Certified Rates</b>
1 <sup>st</sup> insertion (typesetting, formatting, proofreading, and publication)	1.0157	1.0157	1.0157
Additional insertions	.8204	.8204	.8204

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the bid of The La Crosse Tribune as the official newspaper of the City of La Crosse shall be accepted as submitted in its bid.

BE IT FURTHER RESOLVED that the City Clerk is authorized to execute any and all documents to effectuate the same.



April 15, 2025

Nikki M. Elsen, WCMC  
City Clerk  
400 La Crosse St.  
La Crosse, WI 54601

**BID: City of La Crosse Common Council**

Dear Nikki,

Thank you for the opportunity to continue as the official newspaper for the City of La Crosse. Our bid includes the rate for Common Council proceedings. Below is a summary of our current and proposed legal rates.

Our submitted bid below is for the following:

- A. The Common Council proceedings

	<b>Bid 8/1/25-7/31/26</b>	<b>Current Rates</b>	<b>State Certified Rates</b>
First insertion	1.0157	1.0157	1.0157
Additional Insertions	.8024	.8024	.8024

Facsimile Ballots will be at the current state certified rate at time of publication. Deadline for the publication of legal notices in the La Crosse Tribune is 3 working days prior to publication.

The City of La Crosse is not prohibited from ordering legal advertising to be published in non-legal fonts and formats. These ads and all other types of advertising for the City of La Crosse with River Valley Newspaper Group will be billed at rates earned under a total dollar volume agreement for the coming year. This agreement effectively discounts your base Display and Classified Display advertising rate as well as in-column classified line ads. We will provide additional discounts based on ad frequency, size and publication day when applicable.

Please note that official bid requests or similar business should be submitted to Heather Jones ([heather.jones@lee.net](mailto:heather.jones@lee.net)) and Joy Monopoli ([joy.monopoli@lee.net](mailto:joy.monopoli@lee.net)). Legal notices should be sent to [rivervalley.legals@lee.net](mailto:rivervalley.legals@lee.net).

If you have any questions, please feel free to call me 608-791-8300.

Thank you for your business.

Sincerely,

Paul Pehler  
Director of Advertising  
River Valley Newspaper Group  
608-791-8300



April 15, 2025

Nikki M. Elsen, WCMC  
City Clerk  
400 La Crosse St.  
La Crosse, WI 54601

**BID: City of La Crosse legal notices**

Dear Nikki,

Thank you for the opportunity to continue as the official newspaper for the City of La Crosse. Our bid includes the rate for the City's legal notices. Below is a summary of our current and proposed legal rates.

Our submitted bid below is for the following:

B. The City's legal notices

	Bid 8/1/25-7/31/26	Current Rates	State Certified Rates
First insertion	1.0157	1.0157	1.0157
Additional Insertions	.8024	.8024	.8024

Facsimile Ballots will be at the current state certified rate at time of publication. Deadline for the publication of legal notices in the La Crosse Tribune is 3 working days prior to publication.

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Please note that official bid requests or similar business should be submitted to Heather Jones ([heather.jones@lee.net](mailto:heather.jones@lee.net)) and Joy Monopoli ([joy.monopoli@lee.net](mailto:joy.monopoli@lee.net)). Legal notices should be sent to [rivervalley.legals@lee.net](mailto:rivervalley.legals@lee.net).

If you have any questions, please feel free to call me 608-791-8300.

Thank you for your business.

Sincerely,

Paul Pehler  
Director of Advertising  
River Valley Newspaper Group  
608-791-8300



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## **LEGISLATION STAFF REPORT FOR COUNCIL**

File ID                      Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 25-0555

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**Agenda Date:** 6/5/2025

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

Resolution approving a reorganization to the table of positions and classifications for the Finance 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 Finance department has determined a need to evaluate and update compensation and position titles within the department to ensure ability to competitively recruit and retain qualified staff to continue to meet the needs of the community and serve City staff.

NOW, THEREFORE BE IT RESOLVED that the position classification, job title and compensation listed below is hereby approved as follows:

- REMOVE non-exempt, vacant Payroll Specialist, Grade 6, Step 6 \$28.65/hr. position.
- ADD one (1) position of a non-exempt, Payroll Coordinator, Grade 8, hourly wage range of \$28.65 (Step 1) to \$32.81 (Step 11).

BE IT FURTHER RESOLVED that the position title and classification identified herein are hereby approved effective June 20<sup>th</sup>, 2025 and the Director of Finance and Director of Human Resources are hereby authorized and directed to take all necessary steps to implement this resolution.



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## **LEGISLATION STAFF REPORT FOR COUNCIL**

File ID                      Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

**File Number: 25-0556**

---

**Agenda Date:** 6/5/2025

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

**Agenda Number:**

Resolution approving a reorganization to the table of positions and classifications for the Water 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 Water and Wastewater department has determined a need for an additional position to continue to meet the needs of the community.

NOW, THEREFORE BE IT RESOLVED that the addition in position classification, job title and compensation listed below is hereby approved as follows:

- ADD one (1) position of a non-exempt, Vac Truck Operator, Grade 7, hourly wage range of \$26.76 (Step 1) to \$35.11 (Step 11).
- REMOVE one (1) position of a non-exempt, Water Distribution Specialist, Grade 6, hourly wage range of \$25.00 (Step 1) to \$32.81 (Step 11)

BE IT FURTHER RESOLVED that the position title and classification identified herein are hereby approved effective July 18, 2025, and the Director of Human Resources and the Director of Engineering and Public Works are hereby authorized and directed to take all necessary steps to implement this resolution.



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## LEGISLATION STAFF REPORT FOR COUNCIL

File ID                      Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 25-0565

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**Agenda Date:** 6/5/2025

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

Resolution approving 2024 Compliance Maintenance Annual Report (CMAR) for the Isle La Plume Wastewater Treatment Facility.

#### RESOLUTION

WHEREAS the Wisconsin Department of Natural Resources requires that municipal wastewater facilities submit annual reports summarizing performances of their facilities for the prior year.

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the attached 2024 Compliance Maintenance Annual Report for the Isle La Plume wastewater treatment facility.

BE IT FURTHER RESOLVED that the appropriate City officials are authorized to submit the same to the Wisconsin Department of Natural Resources to comply with the requirements of the State.



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Staff/Department Responsible for Legislation

Requestor of Legislation

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Fiscal Impact

Staff Recommendation

# Compliance Maintenance Annual Report

La Crosse City

Last Updated: Reporting For:  
5/13/2025 **2024**

## Influent Flow and Loading

### 1. Monthly Average Flows and BOD Loadings

#### 1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	13.1329	x	468	x	8.34	=	51,287
February	13.5539	x	449	x	8.34	=	50,702
March	13.3976	x	525	x	8.34	=	58,633
April	13.8739	x	441	x	8.34	=	50,998
May	14.8481	x	467	x	8.34	=	57,792
June	16.8505	x	366	x	8.34	=	51,461
July	14.7246	x	205	x	8.34	=	25,225
August	12.4080	x	385	x	8.34	=	39,830
September	7.6197	x	325	x	8.34	=	20,625
October	7.4463	x	447	x	8.34	=	27,741
November	8.8151	x	491	x	8.34	=	36,074
December	9.6581	x	617	x	8.34	=	49,678

### 2. Maximum Monthly Design Flow and Design BOD Loading

#### 2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	20	x	90	=	18
		x	100	=	20
Design BOD, lbs/day	29793	x	90	=	26813.7
		x	100	=	29793

#### 2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	1	2
February	1	0	0	1	2
March	1	0	0	1	2
April	1	0	0	1	2
May	1	0	0	1	2
June	1	0	0	1	2
July	1	0	0	0	0
August	1	0	0	1	2
September	1	0	0	0	0
October	1	0	0	1	0
November	1	0	0	1	2
December	1	0	0	1	2
Points per each		2	1	3	2
Exceedances		0	0	10	9
Points		0	0	30	18
<b>Total Number of Points</b>					<b>48</b>

48

# Compliance Maintenance Annual Report

La Crosse City

Last Updated: Reporting For:  
5/13/2025 2024

## 3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

- ☒ Yes Enter last calibration date (MM/DD/YYYY)

2024-09-26

☐ No

If No, please explain:

## 4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

☒ Yes

☐ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

☒ Yes

☐ No

If Yes, please explain:

FOG from 1 commercial entity.

COD from 1 commercial entity.

## 5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks Holding Tanks Grease Traps

☒ Yes

☒ Yes

☒ Yes

☐ No

☐ No

☐ No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

☒ Yes 1,133,975 gallons

☐ No

Holding Tanks

☒ Yes 1,844,530 gallons

☐ No

Grease Traps

☒ Yes 1,415,965 gallons

☐ No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

We sampled trucked waste at random on a quarterly basis to maintain baselines for those waste streams. We also require sampling for any new waste stream to be hauled in. We now have a new grease receiving station to minimize former operational issues.

## 6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

☐ Yes

☒ No

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<p>If yes, describe the situation and your community's response.</p> <div></div> <p>6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No</li></ul> <p>If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.</p> <div><p>Leachate received from La Crosse County Landfill Solid Waste via the collection system. We receive a waste profile from this facility.</p><p>Received Metallica process waste via a hauler, waste stream is sampled and analyzed 6 times.</p></div>	
---	--

Total Points Generated	48
Score (100 - Total Points Generated)	52
Section Grade	F

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## Effluent Quality and Plant Performance (BOD/CBOD)

### 1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	4	1	0	0
February	25	22.5	4	1	0	0
March	25	22.5	4	1	0	0
April	25	22.5	5	1	0	0
May	25	22.5	4	1	0	0
June	25	22.5	3	1	0	0
July	25	22.5	4	1	0	0
August	25	22.5	5	1	0	0
September	25	22.5	6	1	0	0
October	25	22.5	6	1	0	0
November	25	22.5	6	1	0	0
December	25	22.5	6	1	0	0

\* Equals limit if limit is  $\leq 10$

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
<b>Total number of points</b>			<b>0</b>

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

### 2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

- ☒ Yes

Enter last calibration date (MM/DD/YYYY)

2024-09-26

- ☐ No

If No, please explain:

### 3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

We were in the final stages of facility upgrade for Phosphorus control as well as other plant processes. Construction caused some unavoidable disruptions and hiccups to normal operations.

### 4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

- ☒ Yes

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<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

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## Effluent Quality and Plant Performance (Total Suspended Solids)

### 1. Effluent Total Suspended Solids Results

#### 1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	10	1	0	0
February	30	27	9	1	0	0
March	30	27	6	1	0	0
April	30	27	10	1	0	0
May	30	27	8	1	0	0
June	30	27	6	1	0	0
July	30	27	8	1	0	0
August	30	27	11	1	0	0
September	30	27	7	1	0	0
October	30	27	8	1	0	0
November	30	27	10	1	0	0
December	30	27	11	1	0	0

\* Equals limit if limit is <= 10

Months of Discharge/yr	12		
<b>Points per each exceedance with 12 months of discharge:</b>		<b>7</b>	<b>3</b>
Exceedances		0	0
Points		0	0
<b>Total Number of Points</b>		<b>0</b>	

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

#### 1.2 If any violations occurred, what action was taken to regain compliance?

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

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## Effluent Quality and Plant Performance (Ammonia - NH3)

### 1. Effluent Ammonia Results

1.1 Verify the following monthly and weekly average effluent values, exceedances and points for ammonia

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceed ance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceed ance
January	108	108	.758	0	.95	.39	.22	1.92	0
February	108	108	2.083	0	.7	2.33	3.25	2.05	0
March	108	108	1.38	0	.15	.2	4.57		0
April	108	108	4.162	0	2.32	9.99	7.96	.44	0
May	108	108	.795	0		.115		1.475	0
June	108	108	.655	0	.91	1.46	.2	.05	0
July	108	108	2.772	0	.41	.32	.04	.74	0
August	108	108	.263	0	.13	.33	.14		0
September	108	108	.162	0	.09	.19	.07	.36	0
October	108	108	.263	0		.12	.065		0
November	108	108	.435	0	.11	.15	1.11	.37	0
December	108	108	13.773	0	8.12	12.79	15.06	19.12	0
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									0
Points:									0
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
<b>Total Number of Points</b>									<b>0</b>

NOTE: Limit exceedances are considered for monthly OR weekly averages but not both. When a monthly average limit exists it will be used to determine exceedances and generate points. This will be true even if a weekly limit also exists. When a weekly average limit exists and a monthly limit does not exist, the weekly limit will be used to determine exceedances and generate points.

1.2 If any violations occurred, what action was taken to regain compliance?

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

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## Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.532	1	0
February	1	0.559	1	0
March	1	0.494	1	0
April	1	0.767	1	0
May	1	0.556	1	0
June	1	0.344	1	0
July	1	0.468	1	0
August	1	0.817	1	0
September	1	0.699	1	0
October	1	0.510	1	0
November	1	0.624	1	0
December	1	0.515	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

0

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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## Biosolids Quality and Management

### 1. Biosolids Use/Disposal

#### 1.1 How did you use or dispose of your biosolids? (Check all that apply)

- ☒ Land applied under your permit
- ☐ Publicly Distributed Exceptional Quality Biosolids
- ☒ Hauled to another permitted facility
- ☒ Landfilled
- ☐ Incinerated
- ☐ Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

#### 1.1.1 If you checked Other, please describe:

### 2. Land Application Site

#### 2.1 Last Year's Approved and Active Land Application Sites

##### 2.1.1 How many acres did you have?

6122 acres

##### 2.1.2 How many acres did you use?

1123.1 acres

#### 2.2 If you did not have enough acres for your land application needs, what action was taken?

#### 2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

o Yes (30 points)

● No

#### 2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

● Yes

o No (10 points)

o N/A

0

### 3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

#### 3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

##### Outfall No. 002 - CLASS B CAKE SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75	0		0		0			0	<3.25		0			0	0
Cadmium		39	85	0		0		0			0	.813		0			0	0
Copper		1500	4300	0		0		0			0	837		0			0	0
Lead		300	840	0		0		0			0	18		0			0	0
Mercury		17	57	0		0		0			0	<.552		0			0	0
Molybdenum	60		75	0		0		0			0	25.6		0		0		0
Nickel	336		420	0		0		0			0	19.3		0		0		0
Selenium	80		100	0		0		0			0	<3.21		0		0		0
Zinc		2800	7500	0		0		0			0	810		0			0	0

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## Outfall No. 003 - CLASS B LIQUID SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75	<2.67		<1.55			2.74	<4.04		<5.32		6.36			0	0
Cadmium		39	85	.762		.031			.649	.762		.946		.722			0	0
Copper		1500	4300	788		693			724	752		842		757			0	0
Lead		300	840	17.4		12.7			14.7	16.8		17.6		13.4			0	0
Mercury		17	57	<1.46		<1.7			<1.79	<1.37		<3.61		4.32			0	0
Molybdenum	60		75	14.3		10.9			17.2	18.7		22.1		23.3		0		0
Nickel	336		420	32.3		26.3			22	23.3		23.7		25.6		0		0
Selenium	80		100	<3.64		<2.11			<2.71	<3.99		<5.25		6.28		0		0
Zinc		2800	7500	641		627			729	727		830		774			0	0

## Outfall No. 010 - CLASS B LIQUID SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75	0		0		0			0	0		0			0	0
Cadmium		39	85	0		0		0			0	0		0			0	0
Copper		1500	4300	0		0		0			0	0		0			0	0
Lead		300	840	0		0		0			0	0		0			0	0
Mercury		17	57	0		0		0			0	0		0			0	0
Molybdenum	60		75	0		0		0			0	0		0		0		0
Nickel	336		420	0		0		0			0	0		0		0		0
Selenium	80		100	0		0		0			0	0		0		0		0
Zinc		2800	7500	0		0		0			0	0		0			0	0

0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes
- No (10 points)
- N/A - Did not exceed limits or no HQ limit applies (0 points)
- N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- 0 (0 Points)
- 1 (10 Points)
- > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- Yes (20 Points)
- No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

## 4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

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Outfall Number:	<b>003</b>
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2024 - 02/29/2024
Density:	102,000
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Anaerobic Digestion
Process Description:	Geometric Mean for 7 days of fecal coliform testing, Digested sludge is heated to 95 degrees for 20 days.

Outfall Number:	<b>003</b>
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2024 - 04/30/2024
Density:	62,900
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Geometric Mean for Fecal Coliform sampling. Digested sludge is heated to 95 degrees for 20 days.

Outfall Number:	<b>003</b>
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2024 - 06/30/2024
Density:	77,100
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Geometric Mean for Fecal coliform testing. Digested sludge is heated to 95 degrees for 20 days.

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Outfall Number:	<b>003</b>		
Biosolids Class:	B		
Bacteria Type and Limit:	Fecal Coliform		
Sample Dates:	07/01/2024 - 08/31/2024		
Density:	34,900		
Sample Concentration Amount:	CFU/G TS		
Requirement Met:	Yes		
Land Applied:	No		
Process:	Anaerobic Digestion		
Process Description:	Geometric Mean, Digested sludge is heated to 95 degrees for 20 days.		
Outfall Number:	<b>003</b>		
Biosolids Class:	B		
Bacteria Type and Limit:	Fecal Coliform		
Sample Dates:	09/01/2024 - 10/31/2024		
Density:	11,600		
Sample Concentration Amount:	CFU/G TS		
Requirement Met:	Yes		
Land Applied:	Yes		
Process:	Anaerobic Digestion		
Process Description:	Digested sludge is heated to 95 degrees for 20 days.		
Outfall Number:	<b>003</b>		
Biosolids Class:	B		
Bacteria Type and Limit:	Fecal Coliform		
Sample Dates:	11/01/2024 - 12/31/2024		
Density:	103,000		
Sample Concentration Amount:	CFU/G TS		
Requirement Met:	Yes		
Land Applied:	Yes		
Process:	Anaerobic Digestion		
Process Description:	Digested Sludge Heated to 95 degrees for 20 days.		
<p>4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.</p> <p>4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?</p> <p style="margin-left: 20px;"> <input type="radio"/> Yes (40 Points)  <input checked="" type="radio"/> No         </p> <p style="margin-left: 20px;">If yes, what action was taken?</p> <div style="border: 1px solid black; height: 20px; width: 80%; margin-left: 20px;"></div>			
<p>5. Vector Attraction Reduction (per outfall):</p> <p>5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.</p>			

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Outfall Number:	<b>003</b>
Method Date:	02/01/2024
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	<b>003</b>
Method Date:	04/01/2024
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	<b>003</b>
Method Date:	06/01/2024
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	<b>010</b>
Method Date:	08/31/2024
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	<b>010</b>
Method Date:	10/31/2024
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

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Last Updated: Reporting For:  
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Outfall Number:	<b>010</b>	<b>0</b>
Method Date:	11/12/2024	
Option Used To Satisfy Requirement:	Injection when land apply	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):		
Results (if applicable):		
<p>5.2 Was the limit exceeded or the process criteria not met at the time of land application?</p> <p>○ Yes (40 Points)</p> <p>● No</p> <p>If yes, what action was taken?</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p>6. Biosolids Storage</p> <p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <p>● &gt;= 180 days (0 Points)</p> <p>○ 150 - 179 days (10 Points)</p> <p>○ 120 - 149 days (20 Points)</p> <p>○ 90 - 119 days (30 Points)</p> <p>○ &lt; 90 days (40 Points)</p> <p>○ N/A (0 Points)</p> <p>6.2 If you checked N/A above, explain why.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <div style="border: 1px solid black; padding: 5px;"> <p>We are still working with vendors to resolve start-up operational issues with our new biosolids heat dryer and associated equipment.</p> </div>		

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

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## Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No</li></ul> <p>If No, please explain:</p> <div></div> <p>Could use more help/staff for:</p> <div></div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No</li></ul> <p>If No, please explain:</p> <div></div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none"><li>● Yes (Continue with question 2) <input type="checkbox"/><input type="checkbox"/></li><li>○ No (40 points)<input type="checkbox"/><input type="checkbox"/></li></ul> <p>If No, please explain, then go to question 3:</p> <div></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No (10 points)</li></ul> <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none"><li>● Yes<ul style="list-style-type: none"><li>○ Paper file system</li><li>○ Computer system</li><li>● Both paper and computer system</li></ul></li><li>○ No (10 points)</li></ul>	0
<p>3. O&amp;M Manual</p> <p>3.1 Does your plant have a detailed O&amp;M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No</li></ul>	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none"><li>○ Excellent</li><li>○ Very good</li><li>● Good</li><li>○ Fair</li><li>○ Poor</li></ul> <p>Describe your rating:</p>	

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The La Crosse WWTP is an older facility and we have upgraded a significant amount of equipment through the several year upgrade project. We are in the process of incorporating all the new equipment into our maintenance program.

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

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## Operator Certification and Education

### 1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

JARED R GREENO

Certification No:

31667

0

### 2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes				
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural				
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen				
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	X	NA

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance.)

- Yes (0 points)
- No (20 points)

2.3 For wastewater treatment facilities with a registered or certified laboratory, is at least one operator that works in the laboratory certified at the basic level in the laboratory (L) subclass?

- Yes
- No
- N/A – Wastewater treatment facility does not have a registered or certified laboratory

2.4 For wastewater treatment facilities that own and operate a sanitary sewage collection system, has at least one operator been designated the OIC for sanitary sewage collection system and certified at the basic level in the sanitary sewage collection system (SS) subclass?

- Yes
- No
- N/A – Owner of the Wastewater treatment facility does not own and operate a sanitary sewage collection system

### 3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- ☒ One or more additional certified operators on staff

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<div><input type="checkbox"/> An arrangement with another certified operator</div> <div><input type="checkbox"/> An arrangement with another community with a certified operator</div> <div><input type="checkbox"/> An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year</div> <div><input type="checkbox"/> A consultant to serve as your certified operator</div> <div><input type="checkbox"/> None of the above (20 points)</div> <div>If "None of the above" is selected, please explain:</div> <div></div>	<b>0</b>
<div>4. Continuing Education Credits</div> <div>4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?</div> <div>OIT and Basic Certification:</div> <div><div><input type="radio"/> Averaging 6 or more CECs per year.</div><div><input type="radio"/> Averaging less than 6 CECs per year.</div></div> <div>Advanced Certification:</div> <div><div><input checked="" type="radio"/> Averaging 8 or more CECs per year.</div><div><input type="radio"/> Averaging less than 8 CECs per year.</div></div>	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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## Financial Management

<b>1. Provider of Financial Information</b> Name: <input type="text" value="Jared Greeno"/> Telephone: <input type="text" value="608-789-7322"/> (XXX) XXX-XXXX E-Mail Address (optional): <input type="text" value="greenoja@cityoflacrosse.org"/>		
<b>2. Treatment Works Operating Revenues</b> 2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ? ● Yes (0 points) <input type="checkbox"/> <input type="checkbox"/> ○ No (40 points) If No, please explain: <input type="text"/> 2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: <input type="text" value="2024"/> ● 0-2 years ago (0 points) <input type="checkbox"/> <input type="checkbox"/> ○ 3 or more years ago (20 points) <input type="checkbox"/> <input type="checkbox"/> ○ N/A (private facility) 2.3 Did you have a special account (e.g., CWFPP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system? ● Yes (0 points) ○ No (40 points)		<b>0</b>
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]		
<b>3. Equipment Replacement Funds</b> 3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: <input type="text" value="2024"/> ● 1-2 years ago (0 points) <input type="checkbox"/> <input type="checkbox"/> ○ 3 or more years ago (20 points) <input type="checkbox"/> <input type="checkbox"/> ○ N/A If N/A, please explain: <input type="text"/> 3.2 Equipment Replacement Fund Activity <b>3.2.1 Ending Balance Reported on Last Year's CMAR</b> \$ <input type="text" value="1,841,954.58"/> 3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.) \$ <input type="text" value="0.00"/> 3.2.3 Adjusted January 1st Beginning Balance \$ <input type="text" value="1,841,954.58"/> 3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.) + \$ <input type="text" value="575,000.00"/>		

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below\*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 2,416,954.58

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$ 1,841,954.58

0

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

## 4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Sanitary lift station rehabilitation	\$1,200,000	2026
2	Repair/rehab sanitary sewer collection system	\$500,000	2024
3	Sanitary lift station rehabilitation	\$710,000	2026
4	Sanitary forcemain rehabilitation	\$1,200,000	2025
5	Repair/rehab sanitary sewer collection system	\$500,000	2026
6	Treatment plant facility, add an additional ferric chloride storage tank.	\$100,000	2026
7	Repair/rehab sanitary sewer collection system	\$1,370,000	2025
8	Sanitary lift station rehabilitation	\$100,000	2027
9	Sanitary lift station electrical and control upgrades	\$800,000	2026
10	Sanitary lift station electrical and control upgrades	\$800,000	2027
11	Sanitary lift station electrical and control upgrades	\$800,000	2028
12	Wastewater Treatment Facility-Replace UV system	\$5,500,000	2027
13	Repair/rehab sanitary sewer collection system	\$500,000	2028
14	Sanitary Sewer Utility Casting and Manhole Replacement	\$100,000	2025
15	Sanitary Sewer Utility Casting and Manhole Replacement	\$100,000	2026
16	Sanitary Sewer Utility Casting and Manhole Replacement	\$100,000	2027
17	Sanitary Sewer Utility Casting and Manhole Replacement	\$100,000	2028
18	Force Main Locating & Condition Assessment	\$300,000	2025

## 5. Financial Management General Comments

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## ENERGY EFFICIENCY AND USE

### 6. Collection System

#### 6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

#### **COLLECTION SYSTEM PUMPAGE: Total Power Consumed**

Number of Municipally Owned Pump/Lift Stations:

	<b>Electricity Consumed (kWh)</b>	<b>Natural Gas Consumed (therms)</b>
<b>January</b>	49,821	970
<b>February</b>	66,425	989
<b>March</b>	58,992	682
<b>April</b>	55,899	575
<b>May</b>	55,421	153
<b>June</b>	75,738	71
<b>July</b>	58,795	28
<b>August</b>	44,908	32
<b>September</b>	41,998	27
<b>October</b>	37,540	58
<b>November</b>	49,446	192
<b>December</b>	162,176	682
<b>Total</b>	<b>757,159</b>	<b>4,459</b>
<b>Average</b>	<b>63,097</b>	<b>372</b>

#### 6.1.2 Comments:

### 6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☒ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☒ Pneumatic Pumping
- ☒ SCADA System
- ☒ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

#### 6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

- No

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☐ Yes

Year:

By Whom:

Describe and Comment:

## 6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

Energy efficient pumps and vfd's at appropriate sites.

## 7. Treatment Facility

### 7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

#### TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/ Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/ Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	475,200	407.12	1,167	1,589.90	299	12,420
February	438,960	393.06	1,117	1,470.36	299	18,880
March	460,560	415.33	1,109	1,817.62	253	3,128
April	438,400	416.22	1,053	1,529.94	287	33,083
May	471,000	460.29	1,023	1,791.55	263	28,331
June	269,920	505.52	534	1,543.83	175	19,286
July	558,115	456.46	1,223	781.98	714	23,228
August	583,276	384.65	1,516	1,234.73	472	22,378
September	582,272	228.59	2,547	618.75	941	12,808
October	740,118	230.84	3,206	859.97	861	13,621
November	596,987	264.45	2,257	1,082.22	552	4,101
December	579,681	299.40	1,936	1,540.02	376	5,581
Total	6,194,489	4,461.93		15,860.87		196,845
Average	516,207	371.83	1,557	1,321.74	458	16,404

7.1.2 Comments:

### 7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

☐ Aerobic Digestion

☒ Anaerobic Digestion

☒ Biological Phosphorus Removal

☐ Coarse Bubble Diffusers

☒ Dissolved O2 Monitoring and Aeration Control

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- ☒ Effluent Pumping
- ☒ Fine Bubble Diffusers
- ☒ Influent Pumping
- ☒ Mechanical Sludge Processing
- ☒ Nitrification
- ☒ SCADA System
- ☒ UV Disinfection
- ☒ Variable Speed Drives
- ☐ Other:

## 7.2.2 Comments:

## 7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

Enhanced methane gas production to use as sustainable energy replacement. Using methane gas in facility boilers.

## 8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

☐ No

☒ Yes

If Yes, how is the biogas used (Check all that apply):

- ☒ Flared Off
- ☒ Building Heat
- ☒ Process Heat
- ☐ Generate Electricity
- ☐ Other:

## 9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

☒ No

☐ Yes

☐ Entire facility

Year:

By Whom:

Describe and Comment:

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<div><input type="checkbox"/> Part of the facility</div> <div>Year: <input type="text"/></div> <div>By Whom: <input type="text"/></div> <div>Describe and Comment: <input type="text"/></div>	
---	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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## Sanitary Sewer Collection Systems

### 1. Capacity, Management, Operation, and Maintenance (CMOM) Program

#### 1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

#### 1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

#### 1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

##### ☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Goal to clean 33% of the collection system annually.

Did you accomplish them?

- ☒ Yes
- ☐ No

If No, explain:

##### ☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

##### ☐ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2024-02-08

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
  - ☒ New sewer and building sewer design, construction, installation, testing and inspection
  - ☒ Rehabilitated sewer and lift station installation, testing and inspection
  - ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
  - ☒ Fat, oil and grease control
  - ☒ Enforcement procedures for sewer use non-compliance
  - ☒ Operation and Maintenance [NR 210.23 (4) (d)]
- Does your operation and maintenance program and equipment include the following:
- ☒ Equipment and replacement part inventories
  - ☒ Up-to-date sewer system map
  - ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation

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<p> <input checked="" type="checkbox"/> A description of routine operation and maintenance activities (see question 2 below)  <input checked="" type="checkbox"/> Capacity assessment program  <input checked="" type="checkbox"/> Basement back assessment and correction  <input checked="" type="checkbox"/> Regular O&amp;M training  <input checked="" type="checkbox"/> Design and Performance Provisions [NR 210.23 (4) (e)] <input type="checkbox"/> <input type="checkbox"/>              What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?  <input checked="" type="checkbox"/> State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements  <input checked="" type="checkbox"/> Construction, Inspection, and Testing  <input type="checkbox"/> Others:  <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div> </p> <p> <input checked="" type="checkbox"/> Overflow Emergency Response Plan [NR 210.23 (4) (f)] <input type="checkbox"/> <input type="checkbox"/>              Does your emergency response capability include:  <input checked="" type="checkbox"/> Responsible personnel communication procedures  <input checked="" type="checkbox"/> Response order, timing and clean-up  <input checked="" type="checkbox"/> Public notification protocols  <input checked="" type="checkbox"/> Training  <input checked="" type="checkbox"/> Emergency operation protocols and implementation procedures  <input checked="" type="checkbox"/> Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] <input type="checkbox"/> <input type="checkbox"/>  <input type="checkbox"/> Special Studies Last Year (check only those that apply):  <input type="checkbox"/> Infiltration/Inflow (I/I) Analysis  <input type="checkbox"/> Sewer System Evaluation Survey (SSES)  <input type="checkbox"/> Sewer Evaluation and Capacity Management Plan (SECAP)  <input type="checkbox"/> Lift Station Evaluation Report  <input type="checkbox"/> Others:  <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div> </p>	0																																	
<p><b>2. Operation and Maintenance</b></p> <p><b>2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Cleaning</td> <td style="width: 20%; text-align: center; border: 1px solid black;">35.82</td> <td style="width: 55%;">% of system/year</td> </tr> <tr> <td>Root removal</td> <td style="text-align: center; border: 1px solid black;">1.15</td> <td>% of system/year</td> </tr> <tr> <td>Flow monitoring</td> <td style="text-align: center; border: 1px solid black;">0</td> <td>% of system/year</td> </tr> <tr> <td>Smoke testing</td> <td style="text-align: center; border: 1px solid black;">0</td> <td>% of system/year</td> </tr> <tr> <td>Sewer line televising</td> <td style="text-align: center; border: 1px solid black;">9.97</td> <td>% of system/year</td> </tr> <tr> <td>Manhole inspections</td> <td style="text-align: center; border: 1px solid black;">35.82</td> <td>% of system/year</td> </tr> <tr> <td>Lift station O&amp;M</td> <td style="text-align: center; border: 1px solid black;">104</td> <td># per L.S./year</td> </tr> <tr> <td>Manhole rehabilitation</td> <td style="text-align: center; border: 1px solid black;">2.23</td> <td>% of manholes rehabbed</td> </tr> <tr> <td>Mainline rehabilitation</td> <td style="text-align: center; border: 1px solid black;">.40</td> <td>% of sewer lines rehabbed</td> </tr> <tr> <td>Private sewer inspections</td> <td style="text-align: center; border: 1px solid black;">0</td> <td>% of system/year</td> </tr> <tr> <td>Private sewer I/I removal</td> <td style="text-align: center; border: 1px solid black;">0</td> <td>% of private services</td> </tr> </table>		Cleaning	35.82	% of system/year	Root removal	1.15	% of system/year	Flow monitoring	0	% of system/year	Smoke testing	0	% of system/year	Sewer line televising	9.97	% of system/year	Manhole inspections	35.82	% of system/year	Lift station O&M	104	# per L.S./year	Manhole rehabilitation	2.23	% of manholes rehabbed	Mainline rehabilitation	.40	% of sewer lines rehabbed	Private sewer inspections	0	% of system/year	Private sewer I/I removal	0	% of private services
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River or water crossings  % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

## 3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="37.62"/>	Total actual amount of precipitation last year in inches
<input type="text" value="35.62"/>	Annual average precipitation (for your location)
<input type="text" value="200.66"/>	Miles of sanitary sewer
<input type="text" value="26"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="1"/>	Number of sewer pipe failures
<input type="text" value="12"/>	Number of basement backup occurrences
<input type="text" value="44"/>	Number of complaints
<input type="text" value="9.35"/>	Average daily flow in MGD (if available)
<input type="text" value="14.38"/>	Peak monthly flow in MGD (if available)
<input type="text" value="45"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.00"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.06"/>	Basement backups (number/sewer mile)
<input type="text" value="0.22"/>	Complaints (number/sewer mile)
<input type="text" value="1.5"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="4.8"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

## 4. Overflows

### LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED \*\*

Date	Location	Cause	Estimated Volume
None reported			

\*\* If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

## 5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- ☐ Yes  
☒ No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- ☐ Yes  
☒ No

If Yes, please describe:

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<div></div> <p>5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:</p> <div>Some I &amp; I has been reduced due to pipe replacements/liners as needed.</div> <p>5.4 What is being done to address infiltration/inflow in your collection system?</p> <div>We line or replace sewer mains where ground water is an issue and rehab the manholes. We also conduct flow monitoring when necessary to identify areas to focus our efforts for reducing I &amp; I.</div>	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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## Grading Summary

WPDES No: 0029581

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	F	0	3	0
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Ammonia	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			37	136
GRADE POINT AVERAGE (GPA) = 3.68				

- Notes:
- A = Voluntary Range (Response Optional)
  - B = Voluntary Range (Response Optional)
  - C = Recommendation Range (Response Required)
  - D = Action Range (Response Required)
  - F = Action Range (Response Required)

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## Resolution or Owner's Statement

Name of Governing  
Body or Owner:

City of La Crosse

Date of Resolution or  
Action Taken:

Resolution Number:

Date of Submittal:

### ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = F

Due to the plant upgrade and accommodation of new headworks screening equipment, the influent composite sampler was relocated to allow representative sample collection. Although we met our permit "sample point designation", we expected this increase in BOD/TSS loading to happen as the sample point is now ahead of screening equipment. The existing primary sampler downstream of this influent sampler has remained consistent which leads us to believe the screening process is removing a large portion of BOD/TSS loading and not actually going through the facility.

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Ammonia: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

### ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

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<b>G.P.A. = 3.68</b>



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 25-0571

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**Agenda Date:** 6/5/2025

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

Resolution creating and appropriating funds for Capital Improvement design for the Green Bay Street, from 9<sup>th</sup> Street to 14<sup>th</sup> Street STP-Urban project.

## RESOLUTION

WHEREAS, the City of La Crosse (City) and State of Wisconsin Department of Transportation (WisDOT) enter into State/Municipal Financial Agreements (SFMA) for the scoping, design, and construction of Non-Connecting Highways within the limits of the City of La Crosse; and

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

WHEREAS, the City has applied for, and been awarded, one Surface Transportation Program – Urban (STP-U) grant, with an 80/20 split for funding, for one project along Green Bay Street, from 9<sup>th</sup> Street to 14<sup>th</sup> Street, with design in 2025-2026 and construction in 2028 (CIP 2028 #601), and

WHEREAS, the Common Council has approved an SMFA with WisDOT for Green Bay, from 9<sup>th</sup> to 14<sup>th</sup>, with Res. 24-1124; and

WHEREAS, staff from the City and WisDOT have been in coordination of the scoping and the development of plans, specifications, and estimates of said project, and

WHEREAS, creation of such projects requires funding, as approved by the Common Council, with unused funds from completed projects that were previously approved by past CIP Budgets; and

WHEREAS, it is the best interest of public health, safety, and welfare that such projects and funding be approved for expeditious implementation.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of La Crosse that it hereby authorizes creation of the public works project(s) as noted above, as necessary.

BE IT FURTHER RESOLVED that said projects are approved with funding source and amount as provided herein:

Unappropriated Street Funds (4910210 588000)	\$260,000
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BE IT FURTHER RESOLVED that City staff are hereby authorized to take required steps to effectuate and implement this resolution.

BE IT FURTHER RESOLVED that the construction be referred to future Capital Improvement Program budgets for funding of construction.



# ***CITY OF LA CROSSE***

400 La Crosse Street  
La Crosse, Wisconsin 54601  
(608) 789-CITY  
[www.cityoflacrosse.org](http://www.cityoflacrosse.org)

## **LEGISLATION STAFF REPORT FOR COUNCIL**

File ID                      Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

**File Number: 25-0572**

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**Agenda Date:** 6/5/2025

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

Resolution appropriating additional, unused funding for the 2025 phases of the Citywide Traffic Implementation: Interconnect & Synchronization program (CIP #268).

## RESOLUTION

WHEREAS, City of La Crosse CIP Projects Budgets approve Public Works projects, including CIP #268, a program to continue building out infrastructure for traffic signals and fiber optic networking; and

WHEREAS, construction in 2024 of the annual improvements for traffic signal and fiber optic interconnect had unexpected roadway and utility patching, and additional funds were required to be used from the 2025 cycle of funding; and

WHEREAS, the proposed work for 2025 has been committed through State/Municipal Financial Agreements (SMFAs), including Res. 25-0225 (SMFA 3700-11-60 Signal & ITS Standalone Program (SISP)), Res. 24-1125 (SMFA 3700-10-64 SISP), and Res. 23-1414 (SMFA 3700-10-60 SISP); and

WHEREAS, additional funding is required to deliver the work in 2025 with funds committed to authorize contracts and payments to the Wisconsin Department of Transportation; 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 the reallocation of additional funding as detailed herein.

BE IT FURTHER RESOLVED that Common Council hereby authorizes allocation of additional funding *from*:

Unappropriated Street Funds	\$90,000
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And allocating those funds *to*:

CIP #268 (Citywide Traffic Implementation)	\$90,000
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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  
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## **LEGISLATION STAFF REPORT FOR COUNCIL**

File ID                      Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 25-0599

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**Agenda Date:** 6/5/2025

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

**Agenda Number:**

Resolution approving Stormwater Utility rates effective July 1, 2025.

## RESOLUTION

WHEREAS, the Common Council of the City of La Crosse established a Stormwater Utility (Utility) on July 14, 2011, via resolution 2011-07-030. Functions of the Utility include funding costs related to compliance requirements of the Wisconsin Pollutant Discharge Elimination system (WPDES) MS4 General Permit #WI-5050075-1. Activities included in the City's stormwater management plan developed to comply with the MS4 permit include constructing water quality and quantity controls, pollution prevention, erosion control, street sweeping, stormwater system televising, public education, inspection, maintenance and replacement of storm sewer lines, lift stations, and catch basins, and other activities required to comply with the MS4 permit.

WHEREAS, the established method of funding the Utility, used by over 120 municipalities in Wisconsin, was determined to be the most fair and equitable way to support the critical need for stormwater management services. All properties (taxable and non-taxable) contribute to the utility fund based on the amount of runoff generated by the property, with the intent to keep stormwater-related revenues and expenditures separate from the City of La Crosse general tax levy.

WHEREAS, each property in the City is assigned a number of equivalent runoff units (ERUs), based on the amount of impervious surface area, with one ERU equal to 2,841 Square Feet (SF) of impervious surface. All residential properties (single family, duplex, and triplex) are assigned one ERU. Non-residential properties, including condominiums, multi-family units (over 4 dwelling units), parking lots, and properties used for commercial, industrial, or governmental purposes, are assigned ERUs based upon the total square footage of impervious surface divided by 2,841 SF, with a minimum charge of 0.4 ERUs.

WHEREAS, the establishment of the Utility adopted a rate of \$13.48 per quarter (\$53.92 annually) per ERU, effective July 1, 2012. The original ordinance included the City general fund covering 50% of all capital outlay expenses. In 2018, the Common Council amended the ordinance to allow up to the full 100% of all capital outlay to be covered by the Utility. Since the inception of the Utility, the user rates have neither increased nor been adjusted.

WHEREAS, since 2011, the expenses and capital outlay have increased significantly, resulting in the Utility having depleted cash reserves to only 47 days of operating expenses at year-end 2023, far less than the target level of 250 days of operating expenses. The Utility has never carried debt; its long-term plan is to fund O&M and capital expenses with cash on hand, never incurring borrowed debt.

WHEREAS, the Utility hired Trilogy Consulting to perform a Rate Study to consider financial status and obligations, and determine needed revenue to fund the actual costs of the Utility. The previous rates, established prior to the 2025 study, were not set to cover the full cost of the stormwater utility operating and capital outlay expenses.

WHEREAS, the Rate Study, completed May 2025, recommends and justifies an annual ERU fee of \$118.64 annually—or approximately \$9.89 per month—effective July 1, 2025. The proposed rate is to cover current program costs and the costs of eligible Utility activities currently paid through property taxes. Eligible activities include the recent addition of street sweeping to the Utility budget.

WHEREAS, the Rate Study further recommends a 22% increase on January 1, 2026, followed by an annual increase of 3% from 2027 to 2029, to ensure adequate revenues to cover estimated operating expenses, inflationary increases, and capital projects.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby accepts and approves the recommended Utility rate increases as outlined in the "Stormwater Utility Rate Study" prepared by Trilogy Consulting in May 2025.

BE IT FURTHER RESOLVED that annual evaluation of operating and financial data of the Utility shall be conducted. Said evaluations shall be used to present to the Common Council any requested rate changes other than those adopted herein for the period of 2026 to 2029.

BE IT FURTHER RESOLVED that the Board of Public Works and City and Utility staff are authorized to effectuate this Resolution.

## **STORMWATER UTILITY RATE STUDY**

### **May 2025**

#### **Background**

The Stormwater Utility was first implemented in July of 2011 to fund the costs of the new requirements of the Wisconsin Pollutant Discharge Elimination system (WPDES) MS4 General Permit #WI-S050075-1. Along with other Wisconsin communities with a population of 10,000 or more, this permit requires La Crosse to implement programs and improvements designed to reduce stormwater pollution from any runoff leaving the City's storm sewers, roads, or other conveyances to improve water quality. As part of the permit requirements, the City developed a stormwater management plan and identified maintenance needs for the stormwater system to address improvements needed to comply with the MS4 permit. With these new requirements, the City created a Stormwater Utility to provide a more equitable and sustainable way to fund stormwater treatment. The Utility funds the stormwater program by charging user fees based on how much runoff the user generates instead of the value and tax status of the property. Revenues from user charges are managed in a Stormwater Utility fund that is separate from the City's general tax levy and is dedicated to funding stormwater management.

Stormwater management activities include:

- Construction of regional water quality and quantity control structures
- Inspection of construction sites for erosion and sediment control
- Storm Water Pollution Prevention Plan for municipal operations
- Detection and elimination of illegal discharges to the storm sewer system
- Routine pond and outfall inspection and maintenance
- Stormwater management planning
- Street sweeping
- Stormwater system mapping
- Stormwater system televising
- Public education and public involvement activities
- Inspection, maintenance, and replacement of storm sewer lines, lift stations, and catch basins
- Record keeping and annual report preparation as required for the MS4 permit

Each property in the City is assigned a number of equivalent runoff units (ERUs), based on the amount of impervious area that contributes to storm water runoff. One ERU equals 2,841 square feet of impervious surface area. Every single-family home, duplex, and tri-plex is assigned one ERU. Non-residential properties, including condominiums, multi-family apartment buildings with four or more dwelling units, parking lots, and properties used for commercial, industrial, or governmental purposes, are assigned ERUs based on the amount impervious areas divided by 2,841 square feet. The minimum charge for all parcels having impervious area is 0.40 ERUs.

Stormwater rates were established at \$13.48 per ERU per quarter in 2011. This amount was much less than was recommended by the original stormwater rate study and the rates have not increased since then. In recent years, the Utility has undertaken more capital projects to rehabilitate and replace stormwater infrastructure. In addition, in 2022, the City began reviewing expenses more closely to identify all expenses for management of stormwater quantity or quality or support the Utility that should be covered by the Stormwater Utility rather than the Sanitary Sewer Utility or other City departments.

The City hired Trilogy Consulting to prepare a review of the Utility's rates and their adequacy to ensure that the Utility is financially self-sufficient and able to cover all stormwater management costs in the future. This review included an analysis of trends in ERUs, revenues, and expenses for the past several years, as well as projections of the Utility's financial needs for the next five years.

### **Current Financial Status**

User fees make up most of the Utility's revenues. Other revenues include late fees, interest earnings, and other miscellaneous revenues.

Over the last several years, the Utility has experienced modest growth in the number of ERUs and revenues. Between 2021 and 2024, the number of ERUs increased by about 1,400 ERUs, or about 3.0 percent. Revenues have increased slightly with the increase in ERUs, generating a little over \$2.3 million per year from user charges. It should be noted that the revenues shown in Table 1 are the billed revenues based on the number of ERUs each year, not the actual revenues received by the Utility during each calendar year as reported in the City's financial statements.

For purposes of financial planning, it was conservatively assumed that the number of ERUs and revenues from user charges would remain at the current level.

**Table 1 - ERUs and Revenues, 2021-2024**

	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>Estimated 2024</b>
	(ERUs)	(ERUs)	(ERUs)	(ERUs)
Residential	13,061	12,851	12,859	12,870
Nonresidential	34,357	37,140	35,926	35,960
Total	47,418	49,991	48,785	48,830
Quarterly Charge per ERU	\$13.48	\$13.48	\$13.48	\$13.48
Calculated Annual Revenues	\$2,556,777	\$2,695,516	\$2,630,467	\$2,632,914
Credits	(\$283,075)	(\$313,212)	(\$301,038)	(\$315,000)
Net Revenues	\$2,273,702	\$2,382,304	\$2,329,429	\$2,317,914

As shown in Table 2, the Utility's operation and maintenance expenses increased between 2021 and 2024 and are budgeted to increase by another 44 percent in 2025. Prior to 2022, about \$1.0 million per year of stormwater management expenses and related City administration and support services were covered by the Stormwater Utility and the remaining stormwater expenses were covered by the Sanitary Sewer Utility and other City departments. Beginning in 2022, expenses were examined more closely to appropriately charge the Utility for the full cost of stormwater management costs. For 2025, the Utility will pay for the cost of street sweeping for the first time, which accounts for more than half of the increase in budgeted O&M expenses for 2025. With the addition of street sweeping to the stormwater utility budget, the utility will be paying the full cost of stormwater management expenses in 2025 and future years.

The largest increases were in general administrative expenses and storm sewer operation and maintenance. Within these categories of expenses, specific categories with the largest increases were as follows:

General Administrative Expenses:

- Consulting services
- General management salaries and wages
- Health insurance for all utility employees
- Fleet lease and associated administrative fees
- Diggers hotline and miscellaneous expenses
- Tools and equipment
- Payment for City services

- Social security and Medicare
- Retirement benefits

Storm Sewer Operation and Maintenance:

- Repairs of storm sewers
- Repairs of manholes
- Increased feet of storm sewers televised per year to determine condition

Lift Station Operation and Maintenance:

- Labor for maintenance of storm sewer lift stations
- Electricity for lift stations

**Table 2 – Operation and Maintenance Expenses, 2021 - 2025**

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 UNAUDITED	2025 BUDGET
<b>EXPENSES - OPERATING</b>					
GENERAL ADMINISTRATIVE (DIVISION 6510)	\$ 404,907	\$ 472,740	\$ 561,060	\$ 1,071,756	\$ 1,075,699
QUALITY MANAGEMENT (DIVISION 6512)	84,462	121,369	169,449	136,370	203,344
STORM SEWER COLLECTION (DIVISION 6524)	456,173	591,673	567,262	727,466	1,032,270
STORM LIFT STATIONS (DIVISION 6526)	70,571	76,973	68,755	68,708	122,425
CUSTOMER COLLECTION (DIVISION 6528)	25,450	28,577	35,171	47,731	46,100
LABORATORY (DIVISION 6530)	-	-	13,672	11,812	18,000
SOLIDS DISPOSAL (DIVISION 6532)	2,051	4,855	4,279	3,138	7,500
STREET SWEEPING (DIVISION 6534)					479,200
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 1,043,613</b>	<b>\$ 1,296,187</b>	<b>\$ 1,419,648</b>	<b>\$ 2,066,981</b>	<b>\$ 2,984,538</b>

As operation and maintenance expenses have increased over the last few years, the amount of net cash flow available for capital outlay has decreased each year, as shown in Table 3.

**Table 3 - Net Cash Flow Available for Capital Outlay, 2021 - 2024**

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 UNAUDITED
<b><u>TOTAL REVENUES / TRANSFERS IN</u></b>				
REVENUES	\$ 2,601,739	\$ 2,369,844	\$ 2,407,131	\$ 2,393,270
<b><u>EXPENSES / TRANSFERS OUT</u></b>				
OPERATION AND MAINTENANCE EXPENSES	\$ 1,043,613	\$ 1,296,187	\$ 1,419,648	\$ 2,066,981
DEBT INTEREST EXPENSE	-	-	-	-
DEBT PRINCIPAL RETIREMENT	-	-	-	-
DEBT ISSUANCE COSTS	-	-	-	-
TOTAL EXPENSES / TRANSFERS OUT	1,043,613	1,296,187	1,419,648	2,066,981
<b>NET AVAILABLE FOR CAPITAL OUTLAY</b>	<b>\$ 1,558,126</b>	<b>\$ 1,073,657</b>	<b>\$ 987,483</b>	<b>\$ 326,289</b>

Capital expenses fluctuate from year to year depending on what projects the Utility completes and purchases of new vehicles or equipment. Table 4 shows expenditures for capital projects in 2021 through 2024. On average, the Utility spent \$3.2 million per year on capital projects for 2021 through 2024. Most of the recent and ongoing capital expenditures are for replacement of storm sewer. However, projects also include equipment and vehicle purchases, improvements to lift stations, replacement of catch basins, and best management practices to reduce pollutants in stormwater runoff.

Through 2024, the Utility funded capital improvements with a combination of operating income, cash reserves from prior year's income, federal grants, Tax Incremental Finance funds, and other contributions. In 2022 through 2024, the Utility drew down cash reserves by \$4.7 million to fund the portion of capital projects not covered by current year's revenues, grants, TIF or other contributions.

**Table 4 - Capital Expenditures and Funding, 2021-2024**

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 UNAUDITED
<b>CAPITAL OUTLAY EXPENSES</b>				
DEBT RETIREMENT	\$ -	\$ -	\$ -	\$ -
DEBT ISSUANCE COSTS	-	-	-	-
LOAN TO DEVELOPER	-	-	-	-
CAPITAL IMPROVEMENT PROJECTS	2,300,093	6,566,972	1,746,026	1,423,683
CAPITAL EQUIPMENT	-	-	-	779,359
<b>TOTAL CAPITAL OUTLAY EXPENSES</b>	<b>\$ 2,300,093</b>	<b>\$ 6,566,972</b>	<b>\$ 1,746,026</b>	<b>\$ 2,203,042</b>
<b>CAPITAL OUTLAY FUNDING PLAN:</b>				
CASH FROM YEARLY NET CASH FLOW	\$ 1,558,126	\$ 1,073,657	\$ 987,483	\$ 326,289
USE OF / (CONTRIBUTION TO) CASH RESERVES	(499,593)	2,231,350	730,227	1,876,753
UTILITY NEW BORROWED FUNDS	-	-	-	-
OTHER (TIF/ASSESSMENTS/MISC)	1,016,853	-	28,316	-
FEDERAL GRANTS	224,707	3,261,965	-	-
<b>TOTAL FUNDS FOR CAPITAL OUTLAY EXPENSES</b>	<b>\$ 2,300,093</b>	<b>\$ 6,566,972</b>	<b>\$ 1,746,026</b>	<b>\$ 2,203,042</b>

Table 5 summarizes the Utility's revenues, expenses, cash flow, and year end cash reserves for 2021 through 2024. As shown, the use of cash reserves to fund much of the capital improvements has resulted in the Utility having cash reserves equal to only 47 days of operating expenses, much lower than the target level of 250 days of operating expenses. The target level is the amount needed to earn the highest rating from Moody's Investor Series on this criterion.<sup>1</sup> Other resources recommend that utilities maintain at least 45-90 days of cash to manage cash flow, plus other reserves as required or recommended if needed to ensure payment of debt service or fund emergency repairs or replacements.<sup>2</sup> The Utility doesn't have any debt service payments at this time but may need funding for emergency repairs or replacements. Based on experience with emergency repairs and replacements, City staff identified potential emergency capital reserve needs of \$500,000. As part of making the Stormwater Utility financially self-sufficient and sustainable, a formal reserve policy should be developed based on the specific needs and risks experienced by the Utility.

<sup>1</sup> "Rating Methodology, US Municipal Utility Revenue Debt", Moody's Investors Service, October 19, 2017.

<sup>2</sup> "Cash Reserve Policy Guidelines", American Water Works Association, 2018.

**Table 5 - Cash Flow and Reserves, 2021-2024**

QUARTERLY RATE PER ERU	\$13.48 2021 ACTUAL	\$13.48 2022 ACTUAL	\$13.48 2023 ACTUAL	\$13.48 2024 UNAUDITED
<b>TOTAL REVENUES / TRANSFERS IN</b>				
REVENUES	\$ 2,601,739	\$ 2,369,844	\$ 2,407,131	\$ 2,393,270
<b>EXPENSES / TRANSFERS OUT</b>				
OPERATION AND MAINTENANCE EXPENSES	\$ 1,043,613	\$ 1,296,187	\$ 1,419,648	\$ 2,066,981
DEBT INTEREST EXPENSE	-	-	-	-
DEBT PRINCIPAL RETIREMENT	-	-	-	-
DEBT ISSUANCE COSTS	-	-	-	-
TOTAL EXPENSES / TRANSFERS OUT	1,043,613	1,296,187	1,419,648	2,066,981
<b>NET AVAILABLE FOR CAPITAL OUTLAY</b>	<b>\$ 1,558,126</b>	<b>\$ 1,073,657</b>	<b>\$ 987,483</b>	<b>\$ 326,289</b>
<b>CAPITAL OUTLAY EXPENSES</b>				
DEBT RETIREMENT	\$ -	\$ -	\$ -	\$ -
DEBT ISSUANCE COSTS	-	-	-	-
LOAN TO DEVELOPER	-	-	-	-
CAPITAL IMPROVEMENT PROJECTS	2,300,093	6,566,972	1,746,026	1,423,683
CAPITAL EQUIPMENT	-	-	-	779,359
<b>TOTAL CAPITAL OUTLAY EXPENSES</b>	<b>\$ 2,300,093</b>	<b>\$ 6,566,972</b>	<b>\$ 1,746,026</b>	<b>\$ 2,203,042</b>
<b>CAPITAL OUTLAY FUNDING PLAN:</b>				
CASH FROM YEARLY NET CASH FLOW	\$ 1,558,126	\$ 1,073,657	\$ 987,483	\$ 326,289
USE OF / (CONTRIBUTION TO) CASH RESERVES	(499,593)	2,231,350	730,227	1,876,753
UTILITY NEW BORROWED FUNDS	-	-	-	-
OTHER (TIF/ASSESSMENTS/MISC)	1,016,853	-	28,316	-
FEDERAL GRANTS	224,707	3,261,965	-	-
<b>TOTAL FUNDS FOR CAPITAL OUTLAY EXPENSES</b>	<b>\$ 2,300,093</b>	<b>\$ 6,566,972</b>	<b>\$ 1,746,026</b>	<b>\$ 2,203,042</b>
<b>UNRESTRICTED CASH ON HAND YEAR END</b>	<b>\$ 4,993,792</b>	<b>\$ 2,610,046</b>	<b>\$ 2,336,700</b>	<b>\$ 267,229</b>
<b>DAYS CASH ON HAND (TARGET 250)</b>	<b>1,747</b>	<b>735</b>	<b>601</b>	<b>47</b>

*Summary of Current Financial Status*

The primary source of utility revenues, user fees, were set lower than the original recommended amount and have not been increased since the Utility's inception in 2011, while the growth in the number of ERUs has been modest. Since 2011, expenses and capital outlay have increased

significantly. The Utility has significantly increased its program of storm sewer and lift station maintenance and replacement and has experienced inflation in construction costs. In addition, the City has been reviewing operating costs in recent years to identify all stormwater management costs and administrative support costs that should be covered by the Utility instead of other City utilities or departments. Over the last three years, the Utility has drained most of its cash reserves to fund capital projects. Current rates are not sufficient to fully cover the City's stormwater management program operation, maintenance, and replacement costs.

### **Financial Projections**

Projected operation and maintenance, debt service, and capital outlay expenses were developed for 2025 through 2030 using the following assumptions:

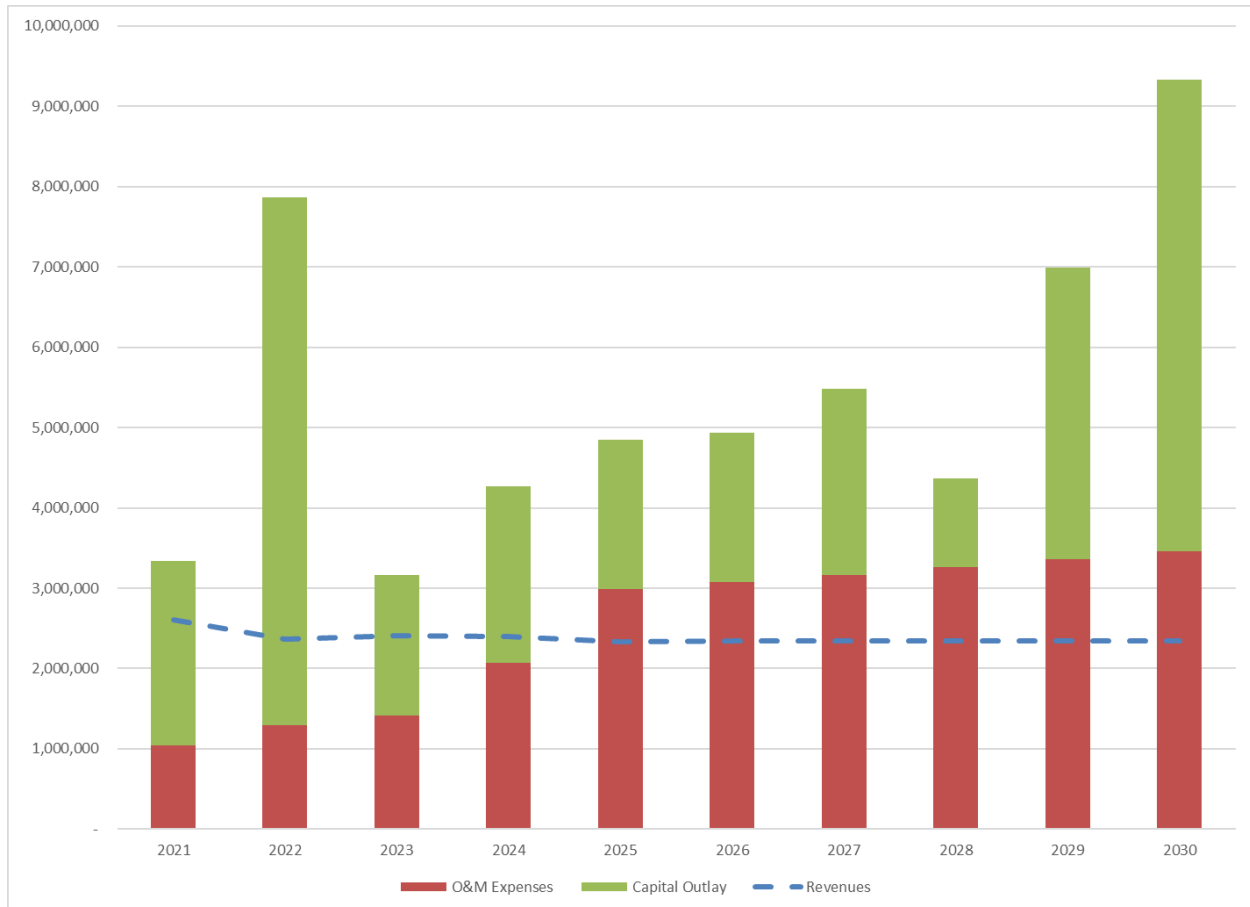
- Operation and maintenance expenses were projected using the 2025 budget as the starting basis and assuming average inflation of 3.0 percent per year for future years.
- Capital outlay expenses were based on the remaining unspent funds for projects bid in 2025 and prior years and the City's Capital Improvement Program for stormwater management infrastructure for 2026-2030.
- The Utility does not have any existing outstanding debt. It was assumed for planning purposes that the City will not issue General Obligation debt on behalf of the Utility. It was also assumed that the Utility would not be able to issue revenue bonds until it has a demonstrated history of setting rates that are sufficient to fully cover utility expenses and any required debt coverage and maintain adequate cash reserves. With the ongoing annual nature of the Utility's capital improvement program, it is also recommended that the Utility cash fund most or all of its capital improvements to save on interest expense. For purposes of the five-year projections, it was assumed that debt would not be issued.

Table 6 shows the projected revenues at current rates and operation and maintenance, debt service, and capital outlay expenses for 2024 through 2030. As shown, the projected expenses are significantly higher than the revenues from user charges at current rates for 2025 through 2030. Negative cash flows from operations would increase from a deficit of \$647,000 in 2025 to a deficit of \$1.1 million per year by 2030 with no rate increase. The Utility would not have any funds for the budgeted \$16.6 million of capital improvement projects. In total, there is a projected deficit of \$21.7 million between revenues at current rates and total operating and capital needs for 2025-2030. Figure 1 shows the revenues at current rates relative to past and projected expenses and capital outlay in graphical format.

**Table 6 - Projected Cash Flow and Reserves at Current Rates**

RATE INCREASE/PROJECTED RATE INCREASE QUARTERLY RATE PER ERU	0.00% \$13.48 <b>2024</b>	0.00% \$13.48 <b>2025</b>	0.00% \$13.48 <b>2026</b>	0.00% \$13.48 <b>2027</b>	0.00% \$13.48 <b>2028</b>	0.00% \$13.48 <b>2029</b>	0.00% \$13.48 <b>2030</b>
	UNAUDITED	BUDGET	FORECAST	FORECAST	FORECAST	FORECAST	FORECAST
<b>TOTAL REVENUES / TRANSFERS IN</b>							
REVENUES	\$ 2,393,270	\$ 2,337,793	\$ 2,338,793	\$ 2,338,793	\$ 2,338,793	\$ 2,338,793	2,338,793
<b>EXPENSES / TRANSFERS OUT</b>							
OPERATION AND MAINTENANCE EXPENSES	\$ 2,066,981	\$ 2,984,538	\$ 3,074,074	\$ 3,166,296	\$ 3,261,285	\$ 3,359,124	\$ 3,459,898
DEBT INTEREST EXPENSE	-	-	-	-	-	-	-
DEBT PRINCIPAL RETIREMENT	-	-	-	-	-	-	-
DEBT ISSUANCE COSTS	-	-	-	-	-	-	-
TOTAL EXPENSES / TRANSFERS OUT	2,066,981	2,984,538	3,074,074	3,166,296	3,261,285	3,359,124	3,459,898
<b>NET AVAILABLE FOR CAPITAL OUTLAY</b>	<b>\$ 326,289</b>	<b>\$ (646,745)</b>	<b>\$ (735,281)</b>	<b>\$ (827,503)</b>	<b>\$ (922,492)</b>	<b>\$ (1,020,331)</b>	<b>\$ (1,121,105)</b>
<b>CAPITAL OUTLAY EXPENSES</b>							
DEBT RETIREMENT	\$ -	\$ -	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
DEBT ISSUANCE COSTS	-	-	-	-	-	-	-
LOAN TO DEVELOPER	-	-	-	-	-	-	-
CAPITAL IMPROVEMENT PROJECTS	1,423,683	1,710,500	1,710,500	1,874,000	1,109,250	3,132,500	5,820,750
CAPITAL EQUIPMENT	779,359	150,000	150,000	443,500	-	500,000	50,000
<b>TOTAL CAPITAL OUTLAY EXPENSES</b>	<b>\$ 2,203,042</b>	<b>\$ 1,860,500</b>	<b>\$ 1,860,500</b>	<b>\$ 2,317,500</b>	<b>\$ 1,109,250</b>	<b>\$ 3,632,500</b>	<b>\$ 5,870,750</b>
<b>CAPITAL OUTLAY FUNDING PLAN:</b>							
CASH FROM YEARLY NET CASH FLOW	\$ 326,289	\$ (646,745)	\$ (735,281)	\$ (827,503)	\$ (922,492)	\$ (1,020,331)	\$ (1,121,105)
USE OF / (CONTRIBUTION TO) CASH RESERVES	1,876,753	2,507,245	2,595,781	3,145,003	2,031,742	4,652,831	6,991,855
UTILITY NEW BORROWED FUNDS	-	-	-	-	-	-	-
OTHER (TIF/ASSESSMENTS/MISC)	-	-	-	-	-	-	-
FEDERAL GRANTS	-	-	-	-	-	-	-
<b>TAL FUNDS FOR CAPITAL OUTLAY EXPENSES</b>	<b>\$ 2,203,042</b>	<b>\$ 1,860,500</b>	<b>\$ 1,860,500</b>	<b>\$ 2,317,500</b>	<b>\$ 1,109,250</b>	<b>\$ 3,632,500</b>	<b>\$ 5,870,750</b>
<b>UNRESTRICTED CASH ON HAND YEAR END</b>	<b>\$ 267,229</b>	<b>\$ (2,240,016)</b>	<b>\$ (4,835,797)</b>	<b>\$ (7,980,801)</b>	<b>\$ (10,012,543)</b>	<b>\$ (14,665,374)</b>	<b>\$ (21,657,228)</b>
<b>DAYS CASH ON HAND (TARGET 250)</b>	<b>47</b>	<b>(274)</b>	<b>(574)</b>	<b>(920)</b>	<b>(1,121)</b>	<b>(1,594)</b>	<b>(2,285)</b>

**Figure 1 - Past and Projected Expenses and Revenues at Current Rates**



Trilogy Consulting evaluated multiple scenarios for increasing rates over the next several years to develop sufficient, sustainable annual revenues that meet the following objectives:

1. Fully fund the Utility's operation and maintenance expenses
2. Allow the Utility to cash fund its capital improvement program
3. Develop and maintain reserves of at least 45 days operating expenses plus \$500,000 for emergency capital (equal to approximately 100 days operating expenses) with a target level of 250 days operating expenses.

Based on this analysis, a rate increase of 120.0 percent is recommended for 2025, another rate increase of 22.0 percent is recommended for 2026, and inflationary annual increases of 3.0 percent per year recommended for 2027 through 2029. Increases of this level are projected to

allow the Utility to fully fund O&M expenses in 2025, begin fully funding capital improvements in 2026, and begin maintaining the minimum recommended reserve levels in 2027. The proposed rates for 2026 are projected to generate \$3.2 million per year to cash fund capital improvements. The Utility should continue to evaluate its annual funding needs for capital improvements.

With \$5.9 million of capital projects budgeted for 2030, it is projected that the Utility would draw down reserves to fund a portion of this project. Depending on the level of capital projects planned for subsequent years, the Utility may need to consider a higher rate increase for 2030.

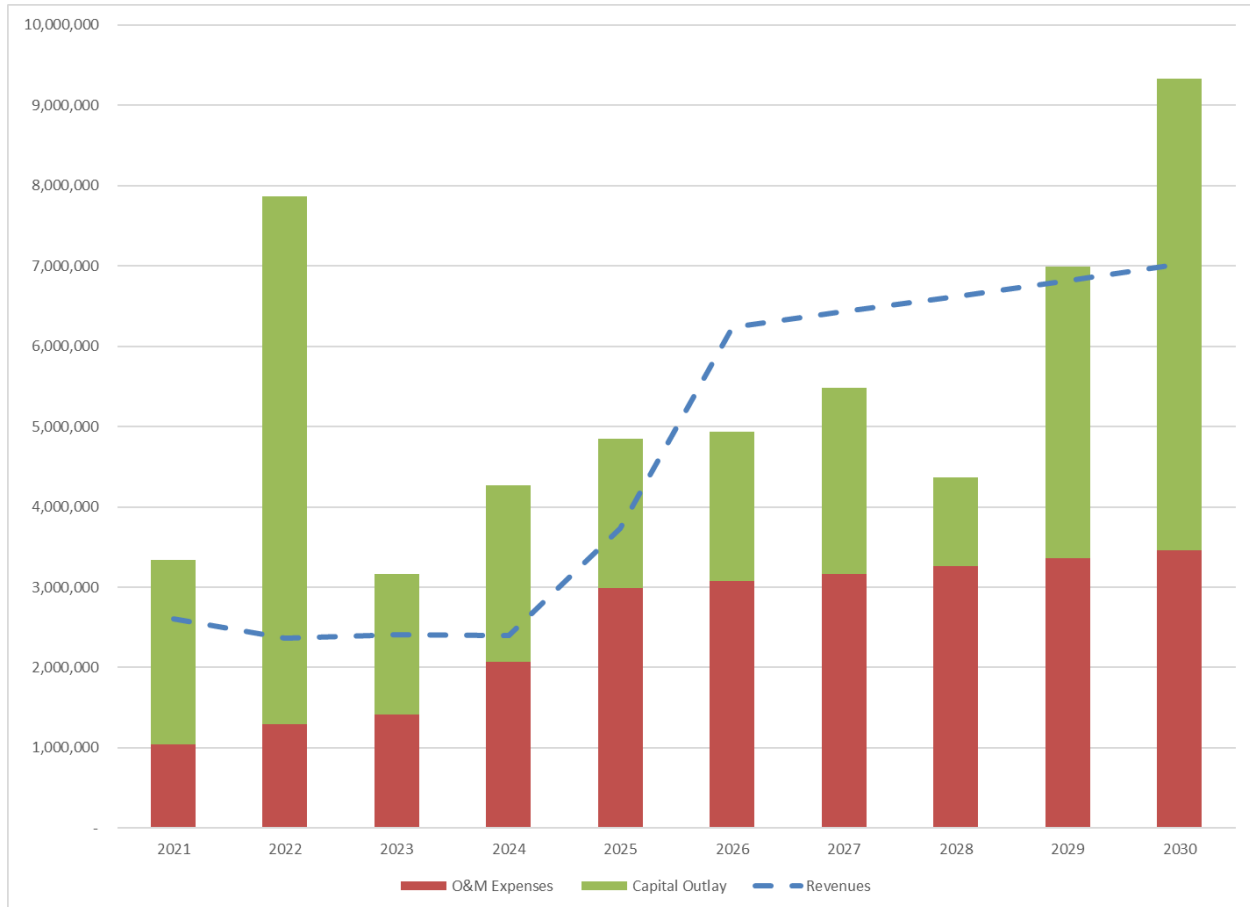
The projected annual revenues and expenses with this recommended series of rate increases are shown in Table 7 and Figure 2. These recommended rate increases should be reviewed on an annual basis and adjusted as needed to reflect changes in the Utility's capital improvement program and operating expenses.

It should be noted that these future projections are for planning purposes only. The City and the Utility should continue to assess the financial, physical, and operational conditions of the Utility on an annual basis to respond to changing conditions and make decisions regarding which capital improvement projects to undertake, how those projects should be financed, and the appropriate rate increase that may be needed to meet the revenue requirements of the Utility.

**Table 7 - Projected Cash Flow and Reserves with Recommended and Projected Rate Increases**

RATE INCREASE/PROJECTED RATE INCREASE QUARTERLY RATE PER ERU	0.00% \$13.48 <b>2024</b> UNAUDITED	120.00% \$29.66 <b>2025</b> BUDGET	22.00% \$36.18 <b>2026</b> FORECAST	3.00% \$37.27 <b>2027</b> FORECAST	3.00% \$38.38 <b>2028</b> FORECAST	3.00% \$39.54 <b>2029</b> FORECAST	3.00% \$40.72 <b>2030</b> FORECAST
<b>TOTAL REVENUES / TRANSFERS IN</b>							
REVENUES	\$ 2,393,270	\$ 3,728,439	\$ 6,241,872	\$ 6,428,497	\$ 6,620,720	\$ 6,818,710	7,022,640
<b>EXPENSES / TRANSFERS OUT</b>							
OPERATION AND MAINTENANCE EXPENSES	\$ 2,066,981	\$ 2,984,538	\$ 3,074,074	\$ 3,166,296	\$ 3,261,285	\$ 3,359,124	\$ 3,459,898
DEBT INTEREST EXPENSE	-	-	-	-	-	-	-
DEBT PRINCIPAL RETIREMENT	-	-	-	-	-	-	-
DEBT ISSUANCE COSTS	-	-	-	-	-	-	-
TOTAL EXPENSES / TRANSFERS OUT	2,066,981	2,984,538	3,074,074	3,166,296	3,261,285	3,359,124	3,459,898
<b>NET AVAILABLE FOR CAPITAL OUTLAY</b>	<b>\$ 326,289</b>	<b>\$ 743,901</b>	<b>\$ 3,167,798</b>	<b>\$ 3,262,201</b>	<b>\$ 3,359,435</b>	<b>\$ 3,459,586</b>	<b>\$ 3,562,742</b>
<b>CAPITAL OUTLAY EXPENSES</b>							
DEBT RETIREMENT	\$ -	\$ -	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
DEBT ISSUANCE COSTS	-	-	-	-	-	-	-
LOAN TO DEVELOPER	-	-	-	-	-	-	-
CAPITAL IMPROVEMENT PROJECTS	1,423,683	1,710,500	1,710,500	1,874,000	1,109,250	3,132,500	5,820,750
CAPITAL EQUIPMENT	779,359	150,000	150,000	443,500	-	500,000	50,000
<b>TOTAL CAPITAL OUTLAY EXPENSES</b>	<b>\$ 2,203,042</b>	<b>\$ 1,860,500</b>	<b>\$ 1,860,500</b>	<b>\$ 2,317,500</b>	<b>\$ 1,109,250</b>	<b>\$ 3,632,500</b>	<b>\$ 5,870,750</b>
<b>CAPITAL OUTLAY FUNDING PLAN:</b>							
CASH FROM YEARLY NET CASH FLOW	\$ 326,289	\$ 743,901	\$ 3,167,798	\$ 3,262,201	\$ 3,359,435	\$ 3,459,586	\$ 3,562,742
USE OF / (CONTRIBUTION TO) CASH RESERVES	1,876,753	1,116,599	(1,307,298)	(944,701)	(2,250,185)	172,914	2,308,008
UTILITY NEW BORROWED FUNDS	-	-	-	-	-	-	-
OTHER (TIF/ASSESSMENTS/MISC)	-	-	-	-	-	-	-
FEDERAL GRANTS	-	-	-	-	-	-	-
<b>OTAL FUNDS FOR CAPITAL OUTLAY EXPENSES</b>	<b>\$ 2,203,042</b>	<b>\$ 1,860,500</b>	<b>\$ 1,860,500</b>	<b>\$ 2,317,500</b>	<b>\$ 1,109,250</b>	<b>\$ 3,632,500</b>	<b>\$ 5,870,750</b>
<b>UNRESTRICTED CASH ON HAND YEAR END</b>	<b>\$ 267,229</b>	<b>\$ (849,370)</b>	<b>\$ 457,928</b>	<b>\$ 1,402,628</b>	<b>\$ 3,652,813</b>	<b>\$ 3,479,899</b>	<b>\$ 1,171,892</b>
<b>DAYS CASH ON HAND (TARGET 250)</b>	<b>47</b>	<b>(104)</b>	<b>54</b>	<b>162</b>	<b>409</b>	<b>378</b>	<b>124</b>

**Figure 2 - Projected Revenues and Expenses with Recommended and Projected Rate Increases**



### **Bill Impacts and Community Rate Comparison**

The proposed series of rate increases would increase the total annual bill for a single family residential unit from \$53.92 per year currently to \$118.62 per year in 2025, \$144.72 for 2026, and \$158.14 per year by 2029. This would be an increase of \$64.70 per year in 2025, or \$5.39 per month, and an increase of \$104.22 per year by 2029, or \$8.69 per month.

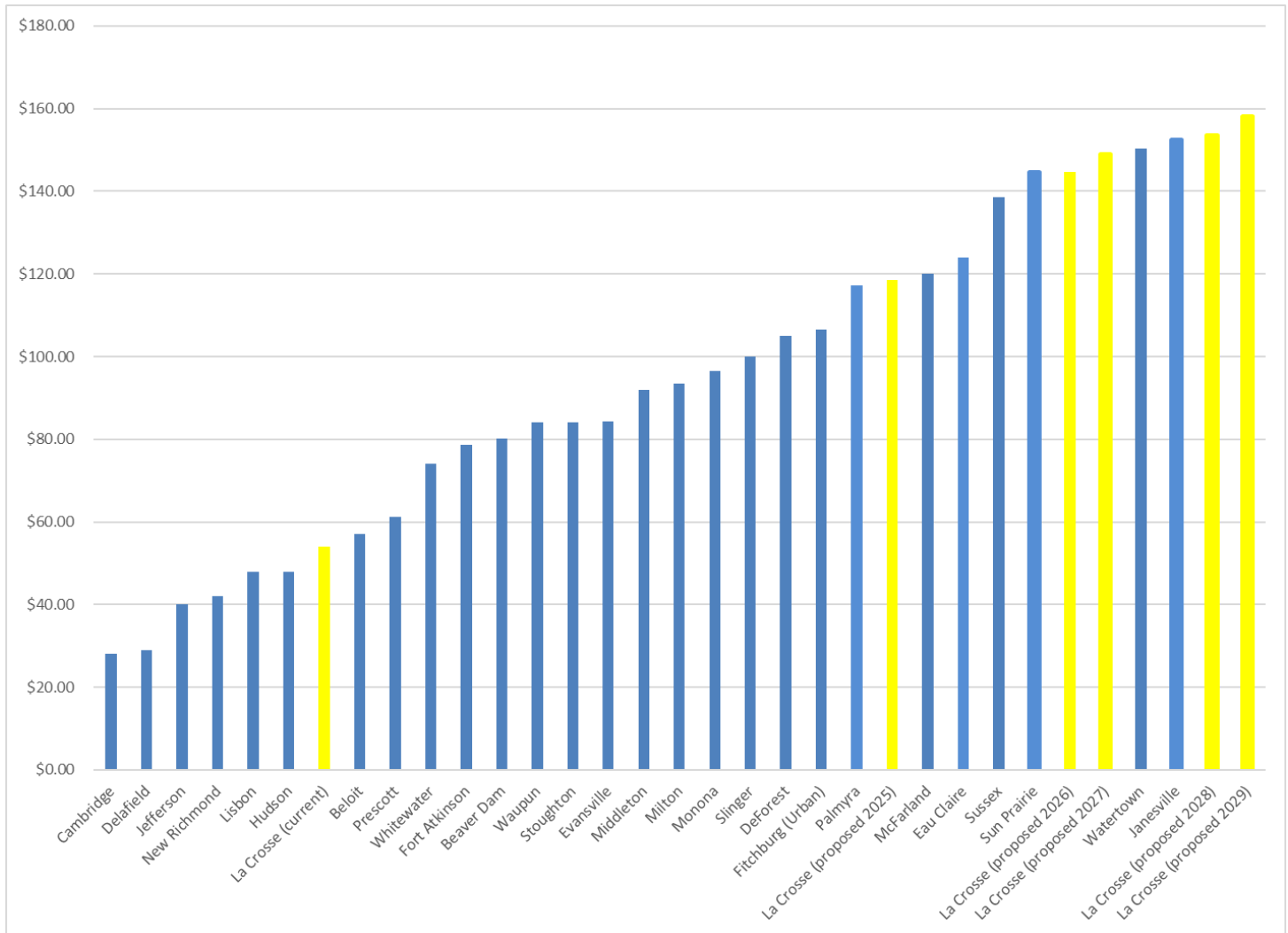
To put this into context, the stormwater utility rates for other Wisconsin communities were compiled. This does not represent a comprehensive list of all stormwater rates in Wisconsin; rather it is a list of communities for whom this information was readily available. As shown, the

City's current stormwater rates are relatively low compared to other communities with stormwater utilities.

**Table 8 - Annual Stormwater Utility Charges per Single-Family Residential Unit**

Community	Charge per		Annual Bill
	REU	Bills per Year	
Cambridge	\$28.00	1	\$28.00
Delafield	\$29.00	1	\$29.00
Jefferson	\$40.00	1	\$40.00
New Richmond	\$3.51	12	\$42.12
Lisbon	\$48.00	1	\$48.00
Hudson	\$12.00	4	\$48.00
<b>La Crosse (current)</b>	<b>\$13.48</b>	<b>4</b>	<b>\$53.92</b>
Beloit	\$4.75	12	\$57.00
Prescott	\$15.30	4	\$61.20
Whitewater	\$6.17	12	\$74.04
Fort Atkinson	\$13.10	6	\$78.60
Beaver Dam	\$80.08	1	\$80.08
Waupun	\$84.00	1	\$84.00
Stoughton	\$7.01	12	\$84.12
Evansville	\$7.03	12	\$84.36
Middleton	\$23.00	4	\$92.00
Milton	\$15.56	6	\$93.36
Monona	\$96.60	1	\$96.60
Slinger	\$100.00	1	\$100.00
DeForest	\$8.75	12	\$105.00
Fitchburg (Urban)	\$26.64	4	\$106.56
Palmyra	\$29.31	4	\$117.24
<b>La Crosse (proposed 2025)</b>	<b>\$29.66</b>	<b>4</b>	<b>\$118.62</b>
McFarland	\$20.00	6	\$120.00
Eau Claire	\$31.00	4	\$124.00
Sussex	\$11.55	12	\$138.60
Sun Prairie	\$12.05	12	\$144.60
<b>La Crosse (proposed 2026)</b>	<b>\$36.18</b>	<b>4</b>	<b>\$144.72</b>
<b>La Crosse (proposed 2027)</b>	<b>\$37.27</b>	<b>4</b>	<b>\$149.06</b>
Watertown	\$12.52	12	\$150.24
Janesville	\$38.15	4	\$152.60
<b>La Crosse (proposed 2028)</b>	<b>\$38.38</b>	<b>4</b>	<b>\$153.53</b>
<b>La Crosse (proposed 2029)</b>	<b>\$39.54</b>	<b>4</b>	<b>\$158.14</b>
Average w/o La Crosse			\$88.53
Median w/o La Crosse			\$88.18

**Figure 3 - Annual Stormwater Utility Charges per Single-Family Residential Unit**





# ***CITY OF LA CROSSE***

400 La Crosse Street  
La Crosse, Wisconsin 54601  
(608) 789-CITY  
[www.cityoflacrosse.org](http://www.cityoflacrosse.org)

## **LEGISLATION STAFF REPORT FOR COUNCIL**

File ID                      Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation

Dear City Council,

My name is Bernard Lenz and I live at 1624 Mississippi Street. I was the City of La Crosse Assistant City Engineer from 2008 to 2018 and Utility Manager until 2022. I ran the citizen committee that worked for months to develop the original SWU ordinance. I object to resolution 25-0599 because it is in conflict with the original intent of the Storm Water Utility (SWU) when it was created; specifically, that group went to great lengths to prevent the City using the SWU as a new revenue source to balance city budgets.

The SWU was never meant to be a fully funded enterprise fund for stormwater as is now being proposed. Prior to the passing of the original SWU ordinance, stormwater was 100% funded by taxes and general obligation borrowing. The need for a SWU was triggered by an unfunded mandate from the State of Wisconsin requiring the city to remove 40% of the sediments from our stormwater system. At a time when stormwater projects were already being pushed out of the capital budget for other council priorities, finding new funding for these new water quality mandates was very difficult and the city was in trouble for non-compliance. Several attempts to create a SWU prior to this failed because citizens and Council saw these as attempts to create a new revenue stream, not fund a new mandate.

Thus, the new SWU was set up to fund a specific set of projects needed to bring the City into compliance with the WDNR mandate to clean up run-off, and also to incentivize council to address the backlog of deferred street flooding related projects. The original fee of \$53.92 was based on funding capital projects related to the new Water Quality mandates at 100% and select projects related to water quantity problems (ie-flooding) at 50%. The mandate that the city fund 50% of the water quantity (flooding) projects was intentional, as the citizen action committee did not want the City to increase capital spending by the amount of this new revenue stream; rather, they wanted to incentivize the Council to prioritize stormwater when allocating existing tax dollars by providing this match. Setting the fee required certain projections like the impact of credits on future revenue as well as inflation factors on capital projects.

The original SWU included only a small amount for administrative costs (ie- salaries), with most of those costs remaining tax funded. It included no money for the road resurfacing parts of these projects; those were to remain tax funded. The fee was also set based on accomplishing these specific projects and council priorities in a designated time frame, thus the SWU had a sunset clause to end once these projects were accomplished.

The intent of the original SWU was that it would end when the specific goals were met and that stormwater costs would remain tax funded. Over the years, this intent has been incrementally eroded with a series of administrative policy changes, hidden budget requests, and council resolutions. For example, the 50% rule started to include more and more of the project costs (like pavement too), versus just the cost of the stormwater pipes, until it was ultimately removed by resolution all together and the SWU was paying 100% of things previously funded by general obligation borrowing. Another example is as annual City operating budgets got tight, more and more salaries and operational expenses were shifted onto the SWU budget each year. Then

ultimately the sunset clause was removed by resolution without council being provided much historical context.

These changes were not called out and presented as policy changes that should be debated and decided upon by this governing body. They were either administrative level decisions made by department heads, at the direction of past mayors, or slipped through and passed off as inconsequential council actions, as in “we have to change the 50% rule because council isn’t funding enough of their 50%” or “we have to drop the sunset clause because we won’t get all the projects listed done” as if Council didn’t have a choice.

What I object to about this pending resolution is not the idea of switching to a fully funded Stormwater Enterprise Fund. (The Utility staff did an excellent job and if the council goes that direction their work is top notch to use to do so). What I object to is how this is presented to the city residents, businesses, and to the Council. When I hear “we have to do this because costs have gone up and we have not raised rates”, I am concerned that the full history and context of this decision has not been made clear.

Please keep sight of the fact that this is a policy change. This shift will have significant implications which need to be carefully and deliberately considered. You are voting to shift 100% of the burden of stormwater from taxes to an enterprise fund. You are voting to reorganize the duties of the various departments impacted (such as moving street sweeping from the street department to the Stormwater Utility). You are voting to add \$4.6 million of additional new fees to be borne by city residents and businesses when this is fully funded. You are voting to make La Crosse have the highest SWU rate in the State of Wisconsin. And you are voting to shift the full burden of this critical government service from tax payers to users, meaning non-profits, commercial properties, businesses, and large residential properties will shoulder a much higher burden with this change. You are voting to ensure we have long term funding to support critical infrastructure. You are voting to ensure safe and clean run-off.

I am not saying that any of this is good or bad, but I am saying you need to be fully informed, think this through, debate this, take citizen input, and study it. This is a policy decision you get to make and from which there are real and lasting consequences that will impact our city for years to come. This is not a rubber stamp to staff suggestions, there are real and significant consequences to your vote.

One of the reasons I resigned from the City was because I felt decisions were being made without the City Council being fully informed. This slow progression of diverting more and more SWU funds to help off-set budget short falls is an example. You need to ask more questions and you need to be informed so you can make the best decision for the city.

Sincerely,  
Bernard Lenz



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

**File Number: 25-0552**

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**Agenda Date:** 6/5/2025

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

**Agenda Number:**

Resolution approving a development agreement with Haven on Main, LLC, an affordable housing development located on the corner of Main Street and 10<sup>th</sup> Street North.

## RESOLUTION

WHEREAS, the developer proposes to construct and equip a multi-story, 70-unit low-income housing tax credit (LIHTC) project consisting of 1, 2, and 3-bedroom units and 3,200 square feet of commercial space; and

WHEREAS, the proposed project will serve adults with disabilities with incomes ranging between 30-60% of Area Median Household Income (AMI), with eleven units set aside for market rate occupancy; and

WHEREAS, the proposed project seeks to provide an enduring living space in which adults with disabilities can flourish independently, accompanied by the support of an accessible and inclusive community; and

WHEREAS, City staff and the City's consultant Ehlers reviewed the Tax Incremental Financing application and found that this project fulfilled the requirements of the application, including demonstrating a financing need for assistance; and

WHEREAS the project requires construction of public infrastructure.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the attached Haven on Main development agreement.

BE IT FUTHER RESOVLVED that the City's cost share of the public infrastructure, as is defined in the development agreement, shall be paid for with TID 11 or TID 17 funds.

BE IT FURTHER RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes the City Attorney, Director of Finance, Director of Planning and Development, Mayor and City Clerk to execute said agreement.

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

## HAVEN ON MAIN DEVELOPMENT AGREEMENT

This Haven on Main Development Agreement (hereafter "Agreement") is made by and among the **City of La Crosse**, Wisconsin, a Wisconsin municipal corporation with offices located at 400 La Crosse Street, La Crosse, Wisconsin, 54601 ("**City**"), the and **Haven on Main, LLC**, a Wisconsin limited liability company with principal offices located at 201 Melby Street, Westby, Wisconsin 54667 ("**Developer**").

### WITNESSETH:

**Whereas**, Developer proposes to own, develop construct, improve and equip a multi-story, 70-unit low-income housing tax credit (LIHTC) building consisting of 1, 2 and 3-bedroom units and approximately 3,250 square feet of commercial space, more specifically described below as the "Project," within the City of La Crosse on property more particularly described in **Exhibit A** ("Real Estate");

**Whereas**, the goals for the Real Estate include encouraging private residential development and improvements and undertaking public improvements that promote desirable and sustainable uses, which further serve the needs of the community and visitors as well as fulfilling the aesthetic character standards of the City;

**Whereas**, the City finds it necessary to further redevelop an area of the City within proximity to Tax Incremental District Nos. 11 and 17, (respectively "TID #11" and "TID #17"), in order to further redevelop an area of the City, reduce underutilized property, grow the tax base and stimulate commercial and residential activity as well as provide for a place of employment and residence for citizens of the State and the City;

**Whereas**, Section 66.1105, Wis. Stat., empowers cities to assist redevelopment projects by lending or contributing funds as well as performing other actions of a character which the City is authorized to perform for other general purposes;

**Whereas**, the City has found and determined that: (1) the economic vitality of the Real Estate is essential to the economic health of the City and other taxing jurisdictions within the City; (2) the proposed development of the Real Estate through the construction of the Project is an integral part of the residential and commercial needs of City residents, local businesses and the surrounding area; and (3) the benefits to be gained by the City as a result of the Project are greater than the costs to the City under this Agreement;

**Whereas**, the Developer and the City agree that the Real Estate's development and improvement shall (1) result in an economic and aesthetic benefit to the City and the surrounding area, including, without limitation, growth in the tax base and job creation; and (2) be secured for the future benefit of the citizens and the community through the construction and development of the Project all in accordance with the Master Plan to be prepared by the Developer and approved by the City Design Review Committee;

**Whereas**, the City desires the Project to proceed for the reasons set forth above and ultimately to provide increased tax revenues for the City and various taxing jurisdictions authorized to levy taxes within proximity to TID #11

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Return to

City Attorney  
400 La Crosse Street  
La Crosse WI 54601

Parcel Identification Number/Tax Key Number

**Whereas**, in order to induce Developer to undertake the Project, the City has agreed to pay for certain costs included in the project plan of TID #11 and TID #17 ("TID Project Plan") through the use of existing municipal funds and/or the use of borrowed funds and to provide other assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement;

**Whereas**, the City finds and determines that certain cash grant payments as detailed in this Agreement are necessary and convenient to the implementation of the TID Project Plan;

**Whereas**, Developer declares that "but for" this Agreement, it would not undertake the Project to the extent of the investment proposed;

**Whereas**, the City and Developer wish to set forth in this Agreement their respective commitments, understandings, rights and obligations in connection with the Project as more fully described herein and to further provide for the implementation of the Project; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

## ARTICLE I

### PURPOSE; LAND; DEFINITIONS; EXHIBITS

**1.1. Land Affected.** The parties acknowledge that the Project will encompass and/or affect the following real property, all of which shall be within one-half mile of the boundaries of TID #11 and TID #17:

The Real Estate, described on **Exhibit A**, and certain public streets and rights-of-way serving the same.

**1.2. Purpose of the Agreement.** In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base and stimulate commercial and residential activity within the City, the City intends to undertake certain project costs and public improvements, if any, necessary for the Project, all as set forth in this Agreement. The City intends to recover ~~their~~ certain of its costs through payments received under this Agreement including increased tax revenues generated by the Real Estate. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed. Developer and the City plan to work together to undertake the Project on the Real Estate all as more fully described herein and in the Master Plan and as approved by the City Design Review Committee.

**1.3. Certain Definitions.** In addition to the words and phrases elsewhere defined in this Agreement, the following words and phrases, when having an initial capital letter, shall have the following meanings:

- a. "Agreement" means this Haven on Main Development Agreement by and between the City and the Developer, as amended and supplemented from time to time.
- b. "City" means the City of La Crosse, Wisconsin, a Wisconsin municipal corporation.
- c. "Construction Schedule" means the construction timetable set forth on **Exhibit F**.

- d. "Contribution" means the contribution or cash grant that is made through this Agreement to incent Developer to undertake the development and assist the Project and for which the Monetary Obligation is incurred.
- e. "Developer" means Haven on Main, LLC, a Wisconsin limited liability company.
- f. "Master Plan" means the Final Implementation Plan for the Real Estate prepared by the Developer and approved by the City Design Review Committee as well as all subsequent revisions thereto that are prepared by Developer and approved by the City Design Review Committee. The Final Implementation Plan is in conformance with the approved General Development Plan for the Real Estate.
- g. "Monetary Obligation" means a limited and conditional monetary obligation of the Tax Increment generated from the Project in a maximum aggregate amount of seven hundred ninety-seven thousand dollars (\$797,000.00), that is incurred, in one or more installments, and that is payable over the time not to exceed the duration of the TID #11 and #TID #17; more specifically:
  - (1) Calculation. Effective September 1, 2027, the City shall be obligated to pay a Contribution calculated as the Tax Increment resulting from an increase in real property tax base from the Project not to exceed the lesser of: (a) an aggregate seven hundred ninety-seven thousand dollars (\$797,000.00), or (b) eighty-five percent (85%) of the actual Tax Increment resulting from an increase in the real property tax base from the Project for tax years 2027-2036 as further defined in Section 3.1 of this Agreement. The difference, if any, between the actual Tax Increment resulting from an increase in the real property tax base from the Project for any tax year for which a Contribution would be paid and the aggregate maximum seven hundred ninety-seven thousand dollars (\$797,000.00), shall be retained by the City and other taxing jurisdictions.
  - (2) Disbursement Date. After determining compliance with this Agreement and the actual applicable Tax Increment, the City shall make its Contribution of the Monetary Obligation annually on or before September 1 until payment of the maximum amounts defined herein or until closure of TID #11 and TID #17 by law, whichever occurs first.
  - (3) Conditions. The City's obligation to make Contributions on the Monetary Obligations is conditioned on:
    - (a) The determination by the City Assessor of compliance with the tax guarantee in Section 2.6(b) of this Agreement;
    - (b) The timely payment of taxes when due by Developer;
    - (c) Substantial Completion of the Project materially in accordance with the Master Plan, Project Cost Breakdown and Construction Schedule but excluding "punchlist" items;
    - (d) Submission by Developer of verifiable costs, invoices, lien waivers, proof of financing costs and any other supporting documentation as requested

by the Finance Director and Economic and Community Development Commission. Said submissions shall be in form and content acceptable to the Finance Director and Economic and Community Development Commission and demonstrate Substantial Completion and payments for costs for which reimbursement is being requested in accordance with Section 3.1 and the other provisions of this Agreement;

- (e) Continued compliance with the provisions of this Agreement by Developer and any other agreement between the Developer and City; and
  - (f) The use of the Contribution for eligible project costs under the Tax Incremental Law; and
  - (g) Continued compliance with any and all applicable federal, state and local laws, regulations and ordinances by Developer.
- (4) Example Exhibit. An example of the Monetary Obligation is attached as Exhibit G.
- (5) Not General Obligation. For purposes of the Tax Increment Law, this Agreement is an evidence of indebtedness; that is, it fully evidences the City's obligation to pay the Monetary Obligation. No negotiable instrument is being prepared to separately evidence the Monetary Obligation. The Monetary Obligation shall not, however, be included in the computation of the City's constitutional debt limitation, because the Monetary Obligation is limited and conditional, and no taxes have been or will be levied for its payment or pledged to its payment. Nothing in this Agreement shall be deemed to change the nature of the City's obligation from a limited and conditional obligation to a general obligation. No Tax Increments are pledged to the payment of the Monetary Obligation. In the event of an interpretation of this Agreement that would require the City's obligation to change from a limited and conditional obligation to that of a general obligation, then the City's Contribution and/or Monetary Obligation shall be subject to annual appropriation by the City Council.
- (6) No Acceleration. Notwithstanding any other provision of this Agreement, Developer has no right to accelerate the payment of the Monetary Obligation. The only remedy of Developer in the event of nonpayment shall be legal proceedings to collect the amount of the Monetary Obligation that is due and payable. Developer may only institute legal proceedings after filing a claim with the City and complying with any other applicable provisions of this Agreement.
- (7) Limitations. The City has no obligation to make payments of the Monetary Obligation in excess of the amount of the Tax Increments that have been collected, and allocated from the Project in TID #11 and TID #17 under the Tax Increment Law and the provisions of this Agreement. The City has no obligation to make payments of the

Monetary Obligation if this Agreement terminates. In the event Developer fails to comply with any provision of this Agreement, the City may withhold any Contribution that is due and payable and may further seek the recovery of any Contribution that has already been paid or disbursed, which shall become immediately due and payable.

- h. "Plans and Specifications" means the plans and specifications developed for the Project.
- i. "Project" means the development and improvement of the Real Estate by constructing and equipping a multi-story, 70-unit LIHTC building consisting of 1, 2 and 3-bedroom units and approximately 3,250 square feet of commercial space. The Project will serve adults with disabilities with incomes ranging between 30-60% of Area Median Household Income (AMI). Eleven units in the Project are set aside for market rate occupancy. The Project will be on the Real Estate as further described in more detail on **Exhibit B** and in accordance with the Master Plan. Subject to the terms and conditions of this Agreement, uses for the Project shall be determined by zoning. The term, "Project" excludes personal property and land.
- j. "Project Cost Breakdown" means the minimum construction costs of the Project and consists of the cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying development, construction, financing, contingency and all other direct and indirect costs of construction of the Project, all as described in more detail on **Exhibit E** and in accordance with the Master Plan.
- k. "Public Improvements" means the public infrastructure improvements, if any, to be constructed by the City in connection with the Project, which are set forth on **Exhibit D**.
- l. "Real Estate" means the real property described in **Exhibit A**.
- m. "Signature Date" has the same meaning as provided in Section 8.22 of this Agreement.
- n. "Substantial Completion" means the completion of the improvements to the Real Estate substantially pursuant to the Plans and Specifications, (except for punch list items, exterior painting, and landscaping) and the issuance by the Project architect of a certificate of substantial completion and the issuance of a certificate of occupancy from the City that permits tenants to occupy the residential units. Subject to unavoidable delays beyond the control of the Developer, any such incomplete items shall be fully completed within a reasonable time after the date of Substantial Completion, but not to exceed ninety (90) days thereafter except site improvements such as landscaping shall be completed no later than two hundred forty (240) days after the date of Substantial Completion if weather or other conditions beyond the control of Developer prevent completion of the same.
- o. "Tax Increment" means the tax increment or increase in real property taxes received by the City and other taxing jurisdictions with respect to the Real Estate. Tax Increment, as used in this Agreement, is a means to calculate the Contribution to be paid by the City to Developer from TID #11 and TID #17.
- p. "Tax Incremental Law" means Section 66.1105, Wis. Stats., as amended and superseded.

- q. "TID #11" and "TID #17" mean the Tax Incremental Financing District Numbers 11 and 17, respectively, of the City of La Crosse.
- r. "TID Project Plan" means the plan, created in accordance with the Tax Incremental Law, for the financial development or redevelopment of TID #11 and TID #17, including all approved amendments thereto.

**1.4. Exhibits.** The following exhibits are hereby attached to and incorporated into this Agreement:

- a. **Exhibit A.** Real Estate
- b. **Exhibit B.** Description of Project
- c. **Exhibit C.** Restrictive Covenant
- d. **Exhibit D.** Description of Public Improvements
- e. **Exhibit E.** Project Cost Breakdown
- f. **Exhibit F.** Construction Schedule
- g. **Exhibit G.** Monetary Obligation Example
- h. **Exhibit H.** Pro Forma Financial Statement
- i. **Exhibit I.** Sample Look Back Calculation

## **ARTICLE II**

### **DEVELOPER OBLIGATIONS**

**2.1. Acquire the Real Estate.** Within one hundred fifty (150) days of the Signature Date, Developer shall acquire fee simple title to the Real Estate, if necessary.

**2.2. Develop the Real Estate.** Developer agrees to develop and improve the Real Estate by undertaking the Project, all in accordance with the Master Plan, the Project Cost Breakdown and the Construction Schedule.

- a. **Site Preparation.** Developer shall prepare the Real Estate for construction of the Project, including, without limitation, any necessary demolition or other removal of improvements or preparation currently located on the Real Estate.
- b. **Construction Schedule.** Developer shall commence or cause other entities to commence construction on the Project, as described in **Exhibit B**, on or before September 1, 2025 with Substantial Completion on or before December 1, 2026, all in accordance with the Construction Schedule set forth on **Exhibit F**.

- c. **Guaranty of Minimum Construction Costs.** Developer agrees that the buildings and improvements associated with the Project shall have an aggregate minimum construction cost of not less than eleven million five hundred eighty-two thousand four hundred fifty dollars (\$11,582,450.00). The Project Cost Breakdown is provided on **Exhibit E**.
- d. **Rights of Access.** Developer shall permit the representatives of the City to have access to the Project at all reasonable times during and following the construction when the City deems access necessary to ensure compliance with the terms and conditions of this Agreement including, but not limited to, access for inspection of all work being performed in connection with the Project as set forth in the Master Plan. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Agreement.; provided, however, if after construction the City deems access necessary, the City and Developer shall work in good faith to ensure minimal disruptions to Developer's tenants and their use of the Real Estate; and provided, further, that the City shall repair, at the City's own cost and expense, any damage done to the Real Estate in connection with its inspections conducted in accordance with this section.
- e. **Property for Public Streets and Public Improvements.** Developer shall dedicate and/or transfer or convey all public streets, public rights-of-way and all necessary public sewer and water utilities within the Real Estate, as depicted in the Master Plan, as finalized, to the City at no cost to the City.
- f. **Master Plan.** Developer shall submit a Master Plan setting forth all the details of construction and development to the Commercial and Multi-Family Design Review Committee for review and approval. Said Master Plan shall conform in all material respects to the provisions of this Agreement, all applicable federal, state and local laws, ordinances, rules and regulations. The City Planner may determine, in the City Planner's reasonable discretion, and in writing whether one or more of the above requirements is applicable to the Project's Master Plan.

**2.3. Local Subcontractors.** It is agreed by Developer that Developer shall engage local subcontractors, workers as well as local suppliers for material. The term subcontractor is as defined in Section 66.0901(1)(d), Wis. Stat. The word, "local," shall mean that the subcontractors and suppliers of material have their principal place of business within the City of La Crosse or within a seventy-five (75) mile radius of the City of La Crosse, Wisconsin. The Developer further agrees to provide to the City Engineer a list of all subcontractors and it further agrees that eighty percent (80%) of all work performed by subcontractors for construction shall be performed by subcontractors located within the City or seventy-five (75) miles of the City of La Crosse. In determining whether the eighty percent (80%) threshold has been met, the parties shall measure based upon the dollar values of said work. If Developer does not meet this requirement, it may request a waiver from the City Engineer providing reasons for the request of the same. This Section does not apply to fixtures, furnishings and equipment.

**2.4. Compliance with Planning and Zoning; Use.** Developer, at its own expense, shall obtain all approvals, permits and licenses as may be required by any governmental or non-governmental entity in connection with the Project. Any conditions imposed on Developer to obtain any approval, permit or license must be acceptable to the City. Developer will not initiate, approve, consent to or participate in any change or modification of the zoning in effect for the Real Estate or any portion thereof, without the City's prior written consent. No property within the Real Estate shall be used for any use other than as set forth in the Master Plan and this Agreement and as approved by the City, including any conditions attendant with such approval, unless such use is further approved by the City under its normal zoning, review and approval procedures.

**2.5. Maintenance and Repair.** Developer agrees that at all times after construction of the Project, it will keep and maintain the Real Estate and the Project in good condition and repair.

**2.6. Taxes.** It is understood that the land, improvements and personal property resulting from the Project shall be subject to property taxes. Developer shall pay when due all federal, state and local taxes in connection with the Real Estate and all operating expenses in connection with the Real Estate and Project.

- a. Annual PILOT.** In the event that some or all of the Real Estate is or becomes exempt from general property taxes under Chapter 70, Wis. Stat., as amended or superseded, or by any other statute, provision or reason, then Developer shall make an annual payment to the City in lieu of taxes ("Annual PILOT") for the services, improvements or facilities furnished to the Real Estate by the City and other taxing jurisdictions during the term of the Annual PILOT (as set forth below). The amount of the Annual PILOT shall be computed and determined by the City Assessor by multiplying the fair market value (using tax assessment definitions, rules and procedures, including those applicable to low-income housing tax credit properties – i.e., using only the income approach to valuation and capping rent in accordance with HUD-published rent schedules) of the tax-exempt portion of such property by the total tax rate of all taxing jurisdictions as shown on tax bills issued to taxpayers in the City. Developer or the then current owner of the tax-exempt property, its successors or assigns shall pay the Annual PILOT within sixty (60) days of receipt. Developer shall have the right to appeal the determination of the City Assessor to the City Council. Any appeal shall specifically state the reasons, in writing, why the amount due as provided by the City Assessor is in error; and during such appeal the timeline for making the Annual PILOT payment shall be tolled pending completion of the appeal. The parties agree that the Annual PILOT shall survive for a period of twenty (20) years or the life of the TID #11 or TID #17, whichever is longer. Notwithstanding the foregoing, the Developer or its successors shall not be responsible for any Annual PILOT resulting from the Real Estate or a portion thereof becoming tax exempt due to the use of eminent domain by the United States or some other governmental entity.
- b. Guarantee.** As an additional inducement and in consideration for the City entering into this Agreement, Developer guarantees faithful performance and compliance with all the terms, covenants, conditions and obligations to be kept and performed by Developer contained in this Agreement, including, without limitation, the obligation that the Project shall have an assessed value of not less than six million three hundred ninety-nine thousand four hundred dollars (\$6,300,400.00) beginning in tax year 2028 and for a period of twenty (20) years or the life of TID #11 or TID #17, whichever is longer. Developer agrees that this minimum assessed value on the Project shall remain a lien on the Real Estate and shall run with the land for a period of twenty (20) years or the life of TID #11 or TID #17, whichever is longer.
- c. Deficiency PILOT.** In the event the assessed value of the Project is less than six million three hundred ninety-nine thousand four hundred dollars (\$6,399,400.00) as of January 1, 2028, or for any tax year thereafter for a period of twenty (20) years or the life of TID #11 or TID #17, whichever is longer, then the Developer or the then current owner, or its successors or assigns agrees to pay a Deficiency PILOT to the City within sixty (60) days of receipt. Said Deficiency PILOT shall be calculated by first determining the difference between the guaranteed assessed value of the Project as provided in Section 2.6(b) of this Agreement less the actual assessed value of the Project for the tax year at issue, and multiplying said difference by the total tax rate of all taxing jurisdictions as shown on tax bills issued to taxpayers in the City. This requirement shall be a lien running with the land

for a period of twenty (20) years or the life of TID #11 or TID #17, whichever is longer.

- d. **Special Charge.** In the event there is a lack of compliance for payment of the Annual PILOT or Deficiency PILOT, then the City, in addition to any other remedy available at law or in equity, may levy a special charge or assessment under Section 66.0627, Wis. Stat., prior to any first mortgage lien on the property for the delinquent amount as calculated herein to enable the City to enforce performance of the Developer's obligations. The owners of the Real Estate and their successors and assigns further agree that they waive any objection to the City making said special charge or assessment; however, they still retain their right to object to the accuracy and amount of the special charge or assessment.

## 2.7. Transfer or Sale of Real Estate.

- a. **Notice of Intent to Transfer.** No property within the Real Estate may be sold, transferred, or otherwise conveyed unless the Developer first provides to the City written notice of intent to transfer the property at least forty-five (45) days before the sale, transfer or conveyance is to occur. This Section shall not apply to nor restrict a transfer to Developer's financing entity, e.g. placing a mortgage on the Real Estate nor a residential or commercial lease agreement for individual residential living units, individual commercial lease spaces, or parking spaces. This section does not prevent Developer from transfers of its beneficial interests, including specifically (i) the transfer of up to 99.99% of Developer's membership interests to one or more low-income housing tax credit investors (whether singular or plural, the "Investor Member"); (ii) the transfer of the managing member interests to the Investor Member in accordance with Developer's operating agreement, as amended and restated from time to time; (iii) the transfer of the managing member interests so long as the managing member remains owned or controlled by Couleecap, Inc.; or (iv) the transfer of the Investor Member's interests to Couleecap, Inc. or an entity under its control on or after the expiration of the tax credit period as defined in Section 42 of the Internal Revenue Code.
- 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 Economic and Community Development Commission providing for payments in lieu of taxes to the City. For the avoidance of doubt, the parties agree and acknowledge that Couleecap, Inc. or an entity entirely owned by it is expected to become the beneficial owner of the Real Estate. Couleecap, Inc. is the beneficial owner of Developer and, in such capacity, is aware and agrees to the PILOT provisions contained herein.
- c. **Assignees and Transferees Bound by Agreement.** Any assignee or purchaser or transferee of any portion of the Real Estate shall be bound by the terms and conditions of this Agreement, which shall run with the land and be binding upon all such assignees, purchasers and transferees. The Developer shall not sell or transfer any portion of the Real Estate to any entity unless and until the Developer has provided the City with written evidence satisfactory to the Economic and Community Development Commission that such assignee or entity has agreed in writing to be bound by the terms of this Agreement. Any such sale, transfer or conveyance of any

portions of the Real Estate shall not relieve the Developer of its obligations hereunder.

- d. **Subdivision.** Property within the Real Estate shall not be further subdivided without approval of the City.
- e. **Restrictive Covenant.** Developer shall place a restrictive covenant on the Real Estate prohibiting the Real Estate from being exempt from property taxes in substantially the same form as **Exhibit C**. Likewise, Developer shall place a restrictive covenant on any condominium unit or townhome prohibiting it from being exempt from property taxes in substantially the same form as **Exhibit C**.

**2.8. Easements.** Developer shall grant the City or any public utility such easements as reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other need necessary to effectuate development of the Real Estate in accordance with the Master Plan at no cost to the City.

**2.9. Insurance.** For a period of twenty (20) years or the life of TID #11 or TID #17, whichever is longer, 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. Any lender who holds a lien on the Project shall agree to these obligations to rebuild the Project.

**2.10. Indemnity.** Developer shall indemnify and hold harmless the City, its officers, employees and authorized representatives, ("Indemnified Party"), from and against any and all liabilities, including, without limitation, remediation required by any federal or state agency having jurisdiction, losses, damages, costs, and expenses, including reasonable attorney fees and costs, arising out of any third-party claims, causes of action, or demands made against or suffered by the Indemnified Party on account of this Agreement, unless such claims, causes of action, or demands: (a) relate to the Indemnified Party failing to perform its obligations to Developer; or (b) arise out of any willful misconduct of the Indemnified Party. At the Indemnified Party's request, Developer shall appear for and defend the Indemnified Party, at Developer's expense, in any action or proceeding to which the Indemnified Party may be made a party by reason of any of the foregoing.

**2.11. Utilities.**

- a. **Other Utilities.** Developer shall be responsible for, pay for and cause electrical power, telephone facilities, cable TV lines, and natural gas facilities to be installed in such a manner as to make proper and adequate service available to each building in the Project, as described in the Master Plan. Plans indicating the proposed location of each such utility to service the Project shall be shown on the Master Plan and construction plans to be provided to the City Plan Commission for approval prior to the installation of the utility.

- b. **Water and Sewer.** Other than as set forth on Exhibit D, Developer shall be solely

responsible for and shall pay all costs of connecting water and sewer service from the public streets, alley, right of way, or other approved infrastructure to the buildings within the Real Estate.

- c. **Utilities to be Dedicated to the Public.** As shown in Exhibit D, developer shall fund "Developer" Public Infrastructure.

**2.12. Restrictions.** Developer agrees to neither use nor allow a third-party to use the Real Estate for adult entertainment, pawnshops, mini-warehouses, car title loan business, payday lenders, tattoo parlors, and/or off-premise signs for a period of twenty (20) years or the life of TID #11 or TID#17, whichever is longer. "Payday lenders" and "car title loan business" shall exclude banks and credit unions. This shall be a deed restriction against the Real Estate and shall run with the land.

**2.13. Record Retention.** Developer understands and acknowledges that the City is subject to the Public Records Law of the State of Wisconsin. As such, Developer agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years. Likewise, Developer agrees to assist the City in complying with any public records request that it receives pertaining to this Agreement. Additionally, Developer agrees to indemnify and hold the City, its officers, employees and authorized representatives harmless for any liability, including without limitation, reasonable attorney fees relating to or in any way arising from Developer's actions or omissions which contribute to the Indemnified Party's inability to comply with the Public Records Law. In the event Developer decides not to retain its records for a period of seven (7) years, then it shall provide written notice to the City whereupon the City shall take custody of said records assuming such records are not already maintained by the City. This provision shall survive termination of this Agreement.

**2.14. Repair and/or Replacement of Infrastructure.** Developer shall repair and/or replace any damaged City infrastructure or other City property that may occur as a result of the Project, including, without limitation, sidewalks, landscaping, asphalt and light poles. Said repair and/or replacement shall be to the satisfaction of the Board of Public Works.

**2.15. Look Back.** Developer shall provide documentation, as requested by the City at no cost, in order to allow the City, or its consultant, to review, analyze and make adjustments to the cash grant described in accordance with Section 3.1.

## ARTICLE III

### CITY OBLIGATIONS

**3.1. Project Assistance.** Developer agrees to advance funds on behalf of the City for project costs, which the City shall reimburse through Contributions under the terms of this Agreement. Developer has requested a cash grant from TID #11 and TID #17, and the City may be required to make Contributions to Developer, up to an aggregate maximum seven hundred ninety-seven thousand dollars (\$797,000.00), subject to change based on the provision of this Agreement, with funds to be made available upon verification of the Tax Increment increase as defined herein. The City shall disburse its Contribution as required by its Monetary Obligation to Developer in accordance with this Agreement. ~~More specifically,~~

- a. **Pay-As-You-Go Payment Schedule.** Effective September 1, 2027, the City shall be obligated to pay a Contribution calculated as the Tax Increment resulting from an increase in real property tax base from the Project not to

exceed the lesser of: (a) an aggregate seven hundred ninety-seven thousand dollars (\$797,000.00), or (b) the sum of eighty-five percent (85%) of the actual Tax Increment resulting from an increase in real property tax base from the Project for tax years 2026-2035. An illustrative example of the payment of cash grants is attached as Exhibit G.

- b. ~~Intentionally omitted.~~ In addition to the payment noted in Section 3.1(a), and unless the City contracts directly with a general contractor the City shall provide a dollar for dollar payment to Developer for the "City" Public Improvements completed by the Developer in accordance with Exhibit D. Such payment shall be made as a reimbursement, after Developer provides written evidence to the City that the Public Improvements have been completed and have been dedicated to the City.
- c. Review of Project Assistance. The financial assistance to the Developer under this Agreement is based on certain assumptions regarding likely costs and expenses associated with constructing the Project as set forth in Exhibit E attached hereto. The City and Developer agree that the Developer's representations of the Total Development Costs will be reviewed at the time of completion of construction of the Project. Upon submitting the request for the Certificate of Completion under Section 3.2, the Developer will submit the final sources and uses for the Project in the form set forth in Exhibit E based on actual Total Development Costs as incurred and documented. If the actual Total Development Costs at completion decrease by more than one hundred thousand dollars (\$100,000.00) below the amount shown in Exhibit E, the Monetary Obligation will be reduced by 50% of the amount of the decrease in the Total Development Costs which exceeds \$100,000. Calculated in the manner the City, or its consultant, determines consistent with the sample look back calculation attached as Exhibit I, as approved by the City.
- d. Definitions. For the purposes of this Section, the following terms have the following meanings:

"Total Development Costs" means the total expenditures incurred to complete development of the Project inclusive of land acquisition, hard construction costs, soft costs and financing costs as approved by Developer's senior construction debt lender.

**3.2. Certificate of Completion.** Upon completion of the improvements by the Developer and review of the improvements by the City, the City shall provide the Developer, upon request, with an appropriate recordable instrument certifying that the improvements have been made in accordance with this Agreement and the Master Plan, and any amendment or modifications thereto.

**3.3. Assistance with Zoning Changes.** If necessary, the City Planning Department shall initiate the process in accordance with the City's zoning code to attempt to provide appropriate zoning for the Real Property being developed by Developer so that the zoning for the Project is in accordance with the City's comprehensive plan for the area.

**3.4. Performance Subject to Required Government Approvals.** The Developer acknowledges that various of the specific undertakings of the City described in this Article III may require approvals from the

City Council (and other City bodies) and other public bodies, some of which approvals may require public hearings and other legal proceedings as conditions precedent thereto. The City's agreements under this Article III are conditioned upon the obtaining of all such approvals in the manner required by law. The City cannot assure that all such approvals will be obtained; however, they agree to use good faith efforts to obtain them on a timely basis.

**3.5. Subsequent Phases.** Any subsequent development of the Real Estate will be addressed in a separate development agreement.

**3.6 Alley Vacating and Dedication.** The City shall cause the vacation of that certain alley located on the Real Estate, as shown in the depiction on Schedule D-1, which shall be accomplished on or about the date of construction commencement contained in Exhibit F. Simultaneously, the City shall accept a dedication of real property to replace the vacated alley, also as shown in the depiction on Schedule D-1.

## ARTICLE IV

### CONDITIONS PRECEDENT TO CITY OBLIGATIONS

The City's obligations under this Agreement are conditioned upon the provisions contained herein. If all conditions contained in this Article are satisfied, or if the City waives in writing said conditions, on or before December 31, 2026, then the conditions shall be deemed satisfied. Otherwise, the City, at its option, in its absolute and sole discretion, may at any time thereafter terminate this Agreement by giving notice in writing thereof to Developer. In such event, this Agreement shall be terminated and no party shall have any further liability or obligation to the other hereunder. All submissions given by Developer to the City to satisfy the conditions contained in this Article must be satisfactory in form and content to the City.

**4.1. Existence.** Developer shall have provided a certified copy of Developer's formation documents and a good standing certificate issued by the appropriate governmental authority of the state of Developer's incorporation.

**4.2. Incumbency; Due Authorization.** Developer shall have provided a certificate of incumbency and resolutions, which resolutions shall provide that Developer has been duly authorized to enter into this Agreement and all other agreements, documents and contracts required to be executed in connection with the transactions which are the subject of this Agreement.

**4.3. No Violation or Default.** Developer shall not be in violation of any of its governing documents or other contracts. Developer shall not be in material default under the terms of any other agreement or instrument to which Developer is a party or an obligor. Developer shall be in material compliance with all provisions of this Agreement.

**4.4. Financing Commitment.** Developer shall obtain and provide to the City: (1) a written financial commitment from a conventional lender, (2) written construction contract to construct and finance the Project, (3) other written proof of financial resources to construct the Project, or (4) any combination thereof. Said documents shall demonstrate sufficient funds for the construction, furnishing, equipping and installation of the Project in an amount not less than eleven million five hundred eighty-two thousand four hundred fifty dollars (\$11,582,450.00). Said documents shall be acceptable in all respects to City, in the sole and absolute discretion of the Finance Director and Economic and Community Development Commission. Developer shall have closed the loan, or be prepared to close the loan, which is the subject of the financing commitment and in connection therewith, Developer shall have provided copies of the documents to be executed in connection with the construction loan to the City.

**4.5. Plans and Specifications.** Developer shall have provided the Master Plan, which Master Plan is acceptable in all respects to the City and has been approved by the City Plan Commission.

**4.6. Survey.** Developer shall provide an ALTA survey of the Real Estate certified to the City by a Wisconsin registered land surveyor, showing the location of all improvements now prior to commencing construction and to be located thereon after said improvements are built pursuant to the Master Plan, all easements, pathways, exterior boundary lines, walkways, private and public streets, adjoining public streets and alleys, utilities, exits and entrances, all curbs, gutters, sidewalks, medians and lighting. The survey must show a state of facts acceptable to the Board of Public Works.

**4.7. Insurance.** Developer shall have delivered to the City certificates of all insurance required under this Agreement showing the City as a named insured. Said insurance shall not be cancelled, non-renewed nor have any material changes without providing thirty (30) days advanced written notice to the City.

**4.8. Amendment of TID #11, TID #17 and TID Project Plan.** The amendment of TID #11, TID #17 and TID Project Plan shall be approved by the appropriate governmental entities, if necessary.

**4.9. Financial Statements.** Developer shall present (but not leave a copy) to the City's Finance Director of the most recent audited financial statements by a certified public accountant for Developer and any successors or assigns or transferees of Developer and each of the members of any of the foregoing and each member of the Board of Directors (or equivalent) of any of the foregoing. The financial statements must show a financial condition acceptable to the City, in the judgment of the City's Finance Director, to be sufficient to carry out the duties of this Agreement. The financial statements must be in form and content acceptable to the City, in the judgment of the City's Finance Director. In the event the financial statements are in unacceptable form and content, the City's Finance Director may identify alternative financial records for production by Developer.

**4.10. Acquisition of Real Estate.** If necessary, the Developer shall have acquired fee simple title to the Real Estate in accordance with Section 2.1 of this Agreement. If this condition is not met, then the Agreement shall terminate without further action of the City or Developer. Upon such termination of this Agreement, the parties shall have no further obligations to each other hereunder.

**4.11. Approvals and Permits.** The Developer shall at its expense have obtained all approvals and permits necessary to undertake the Project on the Real Estate, including but not limited to, site plan review, zoning approvals, and any other local, state or federal approvals or permits.

**4.12. Compliance with Law.** Developer shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

**4.13. Compliance with Agreements.** Developer shall be in compliance with this Agreement and all other agreements it may have with the City.

## ARTICLE V

### CONDITIONS PRECEDENT TO DEVELOPER'S OBLIGATIONS

Developer's obligations under this Agreement are conditioned upon the following:

**5.1. Acquisition of Real Estate.** If necessary, the Developer shall have acquired fee simple title to

the Real Estate in accordance with Section 2.1 of this Agreement. If this condition is not met, then the Agreement shall terminate without further action of the City or Developer. Upon such termination of this Agreement, the parties shall have no further obligations to each other hereunder.

**5.2. Amendment of TID #11, TID #17 and TID Project Plan.** The amendment of TID #11, TID #17 and TID Project Plan shall be approved by the appropriate governmental entities, if necessary.

**5.3 Vacation of Alley and Dedication of New Alley.** The City shall vacate the alley and accept dedication of a new alley, all as more particularly described in Section 3.6 hereof.

**5.4 Public Improvements.** At the request of Developer, the City shall enter into an agreement directly with a contractor selected by Developer to complete the Public Improvements. In the event such agreement is entered into, the City shall have no obligation

## ARTICLE VI

### REPRESENTATIONS, WARRANTIES AND COVENANTS

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

**6.1. Financial Statements / No Material Change.** All copies of financial statements, documents, contracts and agreements which Developer has furnished to the City, or its agents are true and correct. There has been no material change in the business operations of Developer since the date of the last financial statement furnished to the City, except pursuant to the conduct of its ordinary business.

**6.2. Taxes.** Developer has paid, and shall pay when due, all federal, state and local taxes, and shall promptly prepare and file returns for accrued taxes. If necessary, Developer shall pay when due all payments in lieu of taxes and special charges required under the terms of this Agreement.

**6.3. Compliance with Zoning.** Developer covenants that the Real Estate, upon completion of the Project, will conform and comply in all respects with applicable federal, state, local and other laws, rules, regulations and ordinance, including, without limitation, zoning and land division laws, building codes and environmental laws.

**6.4. Payment.** All work performed and/or materials furnished for the Project, other than the Public Improvements, shall be fully paid for by Developer.

**6.5. Certification of Facts.** No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

**6.6. Good Standing.** Developer is a limited liability company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

**6.7. Due Authorization.** The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary corporate action of Developer and constitute valid and binding obligations of Developer, in

accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally. The City represents and warrants to Developer that they have the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by City under this Agreement.

**6.8. No Conflict.** The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's Articles of Organization or Operating Agreement or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer.

**6.9. No Litigation.** There is no litigation or proceeding pending or threatened against or affecting Developer or the Project 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.

**6.10. Certification of Costs.** Developer covenants the Project Cost Breakdown accurately reflects all costs of the Project (other than costs associated with the Public Improvements, if any) that will be incurred by Developer in the completion and construction of the Project, and the City shall be entitled to rely on the Project Cost Breakdown submitted by Developer. Developer knows of no circumstances presently existing or reasonably likely to occur which would or could result in a material adverse variation or deviation from the Project Cost Breakdown.

**6.11. No Default.** No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

**6.12. Fees and Commissions.** The City shall not be liable for any broker fees or commissions incurred by the Developer in connection with any transactions contemplated by this Agreement.

**6.13. Financing Accommodation.**

- a. **No Assignment.** Developer, its successors, assigns and transferees will not transfer, assign, convey or encumber, nor will Developer, its successors, assigns or transferees agree to or permit the transfer, assignment, conveyance or encumbrance of the Project or any of the Real Estate except as provided in Sections 2.7 and 8.1 of this Agreement. ~~The principals, shareholders, members, managers and/or partners of Developer, its successors, assigns and transferees will not transfer, assign, convey or encumber their respective interests in Developer, its successors, assigns or transferees, as the case may be, if such anticipated transfer, assignment, conveyance or encumbrance would result in the original members of the Developer having less than majority voting control of the Developer, without providing written notification thereof to the City at least forty five (45) days prior to the date the proposed transfer, assignment, conveyance or encumbrance is to take effect. Any attempt to so act shall be void and have no effect.~~
- b. **No Subordination.** The City shall not subordinate any interest they have in this Agreement for any reason, unless it is determined to be in the best interests of the City. Any requests for subordination shall be submitted, in writing, explaining why the

request is in the best interests of the City. Said request shall be received by the City not less than forty-five (45) days prior to any City Council action on said request. Said subordination may only be approved by the City Council.

- c. **Developer Financing.** Notwithstanding this Section 6.13, Developer may transfer, assign or encumber the Real Estate in order to secure financing for the acquisition of the Real Estate and/or for construction of the Project. Said lender may place a lien and/or mortgage on the Real Estate, including any renewals, extensions, replacements, modifications or refinancing. At the request of Developer's lender, the City will negotiate a collateral assignment of monetary obligation in favor of said lender, as it relates to the financing necessary to fund construction costs that will be repaid by the increment payments contained herein. Likewise, the City will negotiate in good faith such subordination agreements and/or estoppel certificates related to this Agreement as Developer's lender(s) or Investor Member may request from time to time. Lender's mortgage and/or loan may be transferred or assigned by lender in a secondary market without prior City Council approval. In the event of a foreclosure against Developer by lender or a deed transfer in lieu of foreclosure, lender shall assume the duties, obligations and rights of Developer under this Agreement. In such a circumstance, lender may transfer or assign this Agreement and its accompanying duties, obligations and rights, to another developer without prior City Council approval. In any circumstance, lender shall provide reasonable notice to City of such actions. This Section shall survive any foreclosure proceeding.

**6.14. Commencement and Completion.** Developer shall commence and complete construction of the Project in accordance with Section 2.2 above.

**6.15. Compliance with Plans.** Developer will cause the Project to be constructed materially in accordance with the Master Plan and will promptly correct any defects in construction or substantial deviations from the Master Plan.

**6.16. No Changes.** Developer shall not, without the City's prior written consent: (i) consent to any amendments to any documents delivered to City pursuant to this Agreement; that would have the effect of impairing the City's rights or the substantially impairing the value of the Project; or (ii) approve any changes in the Project or the Master Plan or permit any work to be done pursuant to any changes; ~~(iii) modify or amend, to the extent such changes materially impair the value of~~ the Project ~~Cost Breakdown as built.~~

**6.17. Inspection of Project.** Developer shall permit City, its inspectors and/or its construction consultant, at all reasonable times and at no cost: (a) to inspect the Project and all matters relating to the development thereof, and (b) on reasonable notice, to inspect all of Developer's books and records pertaining to the Project, provided the City can ensure such books and records do not become subject to open records requests to fullest extent permitted by Wisconsin law. City assumes no obligation to Developer for the sufficiency or adequacy of such inspections, it being acknowledged that such inspections are made for the sole and separate benefit of City. The fact that City may make such inspections shall in no way relieve Developer from its duty to independently ascertain that the construction of the Project and Developer's compliance with this Agreement is being completed in accordance with the approved Master Plan and the terms and conditions of this Agreement.

**6.18. Notification.** Developer shall:

- a. Within five (5) business days after the occurrence of any default, notify City in writing of such default and set forth the details thereof and the action which is being taken or

proposed to be taken by Developer with respect thereto.

- b. Promptly notify City of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Developer contained in this Agreement to be untrue.
- c. Notify City and provide copies, immediately upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Developer or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Developer or any guarantor under any environmental laws, rules, regulations or ordinances or which seeks damages or civil, criminal or punitive penalties from or against Developer or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

**6.19. Unrelated Activity.** It is the intention of Developer and City that the sole business of Developer shall be the construction, ownership and operation of the Project, and Developer shall take no action inconsistent with such intention, including without limitation the acquisition by Developer of real or personal property unrelated to the Project, investment by Developer in the assets or stock of any other person, joining by Developer with any other person in any partnership or joint venture, or the creation or incurring of indebtedness by Developer unrelated to the Project.

**6.20. No Indebtedness.** Except in the ordinary course of business and except for funds borrowed to provide the financing for the purchase of the Real Estate or the construction of the Project, Developer shall not incur, create, assume, permit to exist, guarantee, endorse or otherwise become directly or indirectly or contingently responsible or liable for any indebtedness. "Indebtedness" shall mean any liability or obligation of Developer: (a) for borrowed money or for the deferred purchase price of property or services (excluding trade obligations incurred in the ordinary course of business); (b) as lessee under leases that have been or should be capitalized according to generally accepted accounting principles; (c) evidenced by notes, bonds, debentures or similar obligations; (d) under any guaranty or endorsement (other than in connection with the deposit and collection of checks in the ordinary course of business), and other contingent obligations to purchase, provide funds for payment, supply funds to invest in any entity, or otherwise assure a creditor against loss; or (e) secured by any security interest or lien on assets of Developer, whether or not the obligations secured have been assumed by Developer.

**6.21. Correction of Defects.** Developer shall, upon demand of City (and City may rely on the advice of its inspector and shall not be liable for any errors in such advice), correct any material defect, structural or otherwise, in the Project or any departure from the Master Plan.

**6.22. Not for Speculation.** Developer represents and warrants that its acquisition of the Real Estate and its undertakings pursuant to this Agreement shall be for the sole and express purpose of the redevelopment of the Real Estate consistent with the Master Plan and the terms and conditions of this Agreement and are not for the speculation in land holdings.

## ARTICLE VII

### DEFAULT

#### 7.1 Developer's Default.

- a. **Remedies.** In the event (i) any representation or warranty of Developer herein or in any agreement or certificate delivered pursuant hereto shall prove to have been false in any material respect when made or (ii) of Developer's default hereunder which is not cured within ~~thirty-sixty~~ (30/60) days after written notice thereof to Developer (provided, however, if the default is of a nature that it is not curable within 60 days after written notice, then such longer period of time not to extend beyond 180 days so longer as Developer diligently pursues a cure within 60 days after receipt of written notice from the City), 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, but only after providing to Developer (and its senior lender and Investor Member) 10 days written notice of City's intent to cure, then 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;
  - (6) Any other remedy in this Agreement.
- b. **Reimbursement.** Any amounts expended by the City in enforcing this Agreement and the obligations of Developer hereunder, including reasonable attorney's fees, and any amounts expended by the City in curing a default on behalf of Developer, together with interest at one and one-half percent (1.5%) per month, shall be paid by Developer to the City upon demand and shall constitute a lien against the Real Estate until such amounts are reimbursed or paid to the City, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.
- c. **Remedies are Cumulative.** All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.
- d. **Failure to Enforce Not a Waiver.** Failure of the City to enforce any provision contained herein shall not be deemed a waiver of the City's rights to enforce such provision or any other provision in the event of a subsequent default.
- e. **Investor Member's and Senior Lender's Right but not Obligation to Cure.** The City shall provide copies of written notices required under this Section 7.1 to

Developer's Investor Member and senior lender, if and to the extent Developer has provided such information to the City from time to time. The City will accept any cure proffered by Developer's Investor Member and/or senior lender as if such cure was proffered directly by Developer. The City agrees and acknowledges that the Investor Member and senior lender have the right, but not the obligation, to cure any such defaults on behalf of Developer.

## 7.2 City's Default.

- a. **Remedies.** In the event of the City's default hereunder which is not cured within sixty (60) days after written notice thereof to the City (provided, however, if the default is of a nature that it is not curable within 60 days after written notice, then such longer period of time not to extend beyond 180 days so long as Developer diligently pursues a cure within 60 days after receipt of written notice from the City), Developer shall have all rights and remedies available under law or equity with respect to said default. In addition, and without limitation, Developer shall have the following specific rights and remedies:
  - (1) Injunctive relief;
  - (2) Action for specific performance; and
  - (3) Action for money damages.
- b. **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.
- c. **Failure to Enforce Not a Waiver.** Failure of Developer to enforce any provision contained herein shall not be deemed a waiver of Developer's rights to enforce such provision or any other provision in the event of a subsequent default.

**7.3 Mediation of Disputes Required.** Unless the parties agree otherwise, prior to litigation and as a condition precedent to bringing litigation, any party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The parties shall split the costs of mediation equally. In the event of impasse at mediation, the aggrieved party may then commence an action. However, the parties shall be bound to agree to alternative dispute resolution as ordered by the Court.

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

**8.1. Assignment.** Except as provided in Sections 2.7 and 6.13, Developer may not assign its rights or obligations under this Agreement without the prior written consent of the City. Developer shall provide not less than forty-five (45) days advance written notice of any intended assignment.

**8.2. Nondiscrimination.** In the performance of work under this Agreement, Developer agrees not to discriminate against any employee or applicant for employment nor shall the development or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry and that the construction and operation of the Project shall be in compliance with all effective laws,

ordinances and regulations relating to discrimination on any of the foregoing grounds.

**8.3. No Personal Liability.** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City, have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

**8.4. Force Majeure.** No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause; provided however that any such event of Force Majeure shall not be the basis of a delay of more than ninety (90) days.

**8.5. Parties and Survival of Agreement.** Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties, and indemnifications contained herein shall survive the termination or expiration of this Agreement.

**8.6. Implementation Schedule and Time of the Essence.** All phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of the City. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum ninety (90) days. The Economic and Community Development Commission shall otherwise oversee the day-to-day operations of this Agreement.

**8.7. Notices.** Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: (a) when personally delivered; (b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or (c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City:

Attn: City  
Clerk City of  
La Crosse  
400 La Crosse Street  
La Crosse, Wisconsin 54601

with a copy to:

Attn: City Planner City of La Crosse  
400 La Crosse Street  
La Crosse, Wisconsin 54601

To the Developer:

Attn: Executive Director  
Haven on Main, LLC  
c/o Couleecap, Inc.  
201 Melby Street  
Westby, Wisconsin 54667

With copies to:

Attn: Joseph D. Shumow

Reinhart Boerner Van Deuren s.c.  
22 East Mifflin Street, Suite 700  
Madison, Wisconsin 53703

Attn: Asset Management (Haven on Main)  
Cinnaire Fund for Housing Limited Partnership  
42 1118 South Washington Street  
Lansing, Michigan 48910

Attn: Asher Ball Kutak Rock LLP  
1650 Farnam Street, The Omaha Building  
Omaha, Nebraska 68102-2103

**8.8. Governing Law.** This Agreement shall be governed by the laws of the State of Wisconsin and shall be deemed to have been drafted through the combined efforts of parties of equal bargaining strength. Any action at law or in equity relating to this Agreement shall be instituted exclusively in the courts of the State of Wisconsin and venued in La Crosse County. Each party waives its right to change venue.

**8.9. Conflict of Interest.** Developer shall avoid all conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. Developer is familiar with the City's prohibition against the acceptance of any gift by a City officer or designated employee, which prohibition is found in Section 2-133 of the City of La Crosse Municipal Code. Developer agrees not to offer any City officer or designated employee any gift prohibited by said Code. The offer or giving of any prohibited gift shall constitute a material breach of this Agreement by Developer. In addition to any other remedies the City may have in law or equity, the City may immediately terminate this Agreement for such breach. No member, officer or employee of the City shall have any personal financial interest, direct or indirect, in this Agreement, nor shall any such member, officer or employee participate in any decision relating to this Agreement.

**8.10. Execution in Counterparts.** This Agreement may be executed in several counterparts, each which may be deemed an original, and all of such counterparts together shall constitute one and the same agreement.

**8.11. Disclaimer Relationships.** Developer acknowledges and agrees that nothing contained in this Agreement or any contract between Developer and the City or any act by the City or any third parties shall be deemed or construed by any of the parties or by third persons to create any relationship or third party beneficiary, principal or agent limited or general partnership or joint venture or of any association or relationship involving the City. It is understood and agreed that Developer, in the performance of the work and services of this Project shall not act as an agent or employee of the City and neither the Developer nor its officers, employees, agents, licensees, sublicensees, subcontractors shall obtain any rights to retirement benefits or the benefits which accrue to the City's employees and Developer hereby expressly waives any claim it may have to any such rights. Each party shall be responsible for its own separate debts, obligations and other liabilities.

**8.12. Severability.** Should any part, term, portion or provision of this Agreement or the application thereof to any person or circumstance be in conflict with any state or federal law or otherwise be rendered unenforceable, it shall be deemed severable and shall not affect the remaining provisions, provided that such remaining provisions can be construed in substance to continue to constitute the agreement that the parties intended to enter into in the first instance.

**8.13. Termination.** Except for Sections 2.10 (Indemnity), 2.6(a) (Annual PILOT), 2.7(e) (Restrictive Covenant), 2.13 (Record Retention) and 8.5 (Survival), which shall survive the termination of this Agreement, this Agreement and all obligations hereunder, shall terminate after twenty (20) years or the life of TID #18, whichever is

longer. This Agreement may also be terminated as provided in Article IV (Conditions Precedent to City), Article V (Conditions Precedent to Developer Obligations) and Section 8.9 (Conflict of Interest) hereof.

**8.14. Memorandum of Agreement.** Promptly upon full execution of this Agreement and prior to the recording of any mortgage or other security instrument against any portion of the Real Estate, the Developer agrees that the 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.

**8.15. Covenants Running with Land.** All of the covenants, obligations and promises of Developer set forth herein shall be deemed to encumber the Development and run with the land described in **Exhibit A** and shall bind any successor, assignee or transferee of Developer until such time as this Agreement is terminated.

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

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

**8.18. JURY TRIAL.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL ON ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE OTHER PARTY.

**8.19. Construction.** This Contract shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. The headings, table of contents and captions contained in the Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require. In the event that any of the provisions, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected.

**8.20. Incorporation of Proceedings and Exhibits.** 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.

**8.21. Entire Agreement.** This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced

in this Agreement, and in the event of a conflict between this Agreement and any action of the City, granting approvals or conditions attendant with such approval, the specific action of the City shall be deemed controlling.

**8.22. Execution of Agreement.** Developer shall sign, execute and deliver this Agreement to the City on or before the close of regular City Hall business hours forty-five (45) days after its final adoption by the City, whichever occurs later. Developer's failure to sign, execute and cause this Agreement to be received by the City within said time period shall render the Agreement null and void, unless otherwise authorized by the City. After Developer has signed, executed and delivered the Agreement, the City shall sign and execute the Agreement. The final signature date of the City shall be the signature date of Agreement ("Signature Date").

\*\*\*

**IN WITNESS HEREOF**, the parties have executed and delivered this Agreement effective the date set forth next to the City's signature below.

Dated this \_\_\_\_ day of \_\_\_\_, 2025  
**Haven on Main, LLC**

Dated this \_\_\_\_ day of \_\_\_\_, 2025  
**City of La Crosse**

\_\_\_\_\_  
Hetti Brown, Executive Director of Couleecap, Inc., the  
Manager of the Managing Member

\_\_\_\_\_  
Shaundel Washington-Spivey, Mayor

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

\_\_\_\_\_  
Nikki Elsen, City Clerk  
Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

This Document Was  
Drafted By: Stephen F.  
Matty, City Attorney  
City of La  
Crosse 400 La  
Crosse Street  
La Crosse, Wisconsin 54601  
608.789.7511

## **EXHIBIT A**

Real Estate

[Insert legal description]

## **EXHIBIT B**

### Description of Project

Construction and equipping of a multi-story, 70-unit low-income housing tax credit (LIHTC) project consisting of 1, 2, and 3-bedroom units and 3,200 square feet of commercial space. The project will serve adults with disabilities with incomes ranging between 30-60% of Area Median Household Income (AMI). Eleven units in the project are set aside for market rate occupancy.

## **EXHIBIT C**

### **Restrictive Covenant**

(Insert Legal Description)

Subject to the following Restrictive Covenant: Regardless of the owner, occupant, tenant or use of the Property, the real property (as defined in § 70.03, Wis. Stat.) shall remain subject to the general property tax pursuant to Chapter 70 of the Wisconsin Statutes for a minimum period commencing at the date of this deed and concluding December 31, 2044. No owner, occupant, or tenant of the Property shall apply for the real property to be exempt from taxation as provided in §70.11, Wis. Stat., for any tax year prior to tax year January 1, 2046.

This covenant shall run with the land and any future conveyance of the Property shall be subject to the covenant. The City of La Crosse may enforce this covenant using any available legal or equitable remedies permitted by the laws of Wisconsin, including injunctive relief, reasonable attorney's fees and the costs of enforcement of this covenant, including liquidated damages equal to the amount of real estate taxes for the duration of the restrictive covenant time period ending December 31, 2045 that the violator would have paid but for the granting of the tax exemption of the Property.

**EXHIBIT D**  
Description of Public Improvements

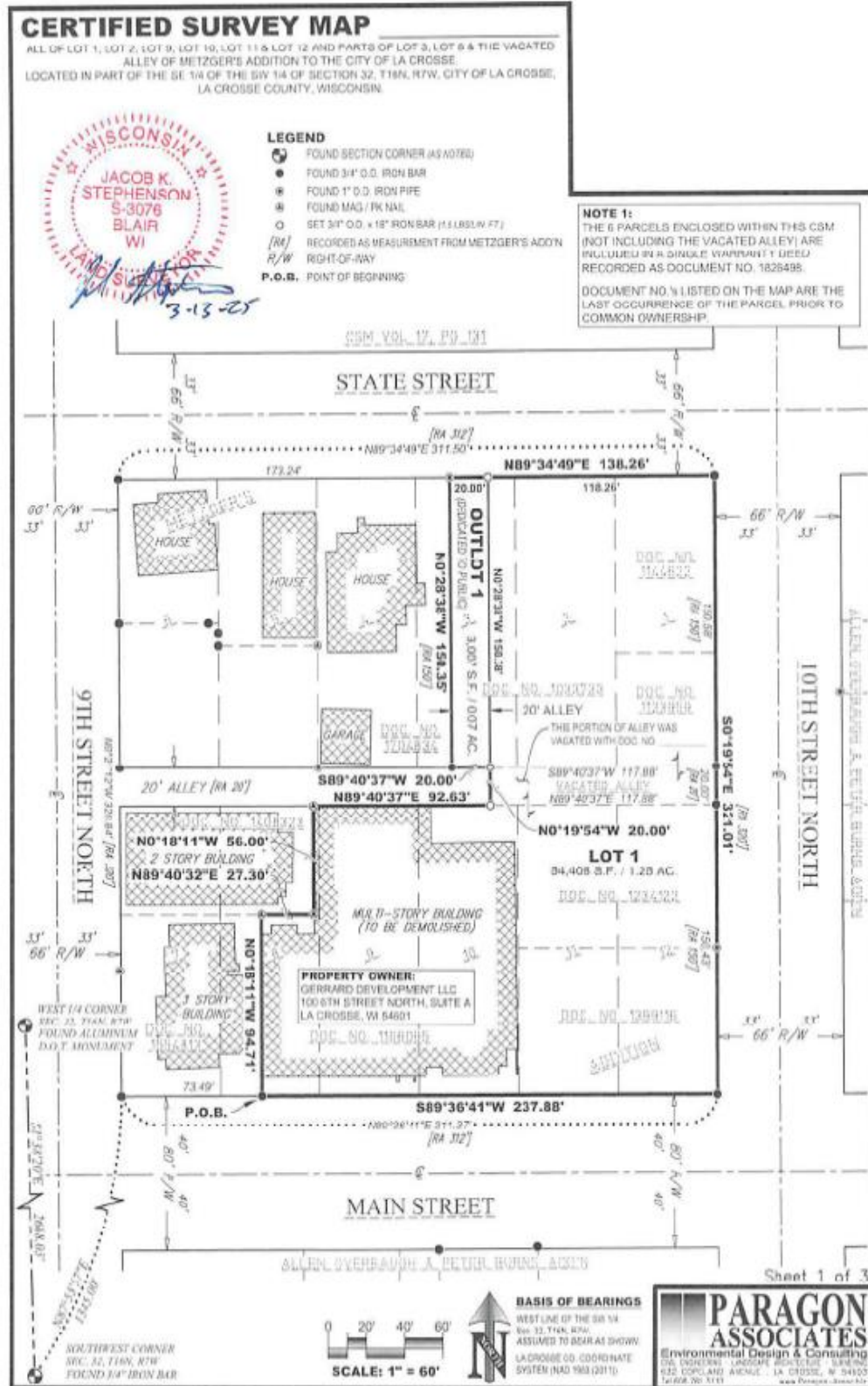
Developer-Funded Improvements to be Dedicated to the Public:

A new section of alley and storm sewer from the end of the existing alley to the Right of Way line on State Street, as more fully depicted below.

City-Funded Improvements:

Starting at the Right of Way line on State Street, storm sewer upgrades, and sidewalk and road reconstruction to benefit new storm sewer construction on State Street as more fully depicted below.

## SCHEDULE D-1



# Exhibit E



## Haven on Main City of La Crosse

### Sources and Uses

70 Apartments; 3,200 sq. ft. office

SOURCES				
Debt		Amount	Percent	Per Unit
Debt A:	First Mortgage	4,500,000	21.2%	64,286
Debt B:	TIF Mortgage	575,000	2.7%	8,214
Debt C:	La Crosse Comm. Foundation	500,000	2.4%	7,143
		<b>5,575,000</b>	<b>26.3%</b>	<b>79,643</b>
Other Sources		Amount	Percent	Per Unit
Category	Sources			
WI_Public	WEDC CDI/LAX County	300,000	1.4%	4,286
Private	Fundraising	676,000	3.2%	9,657
WI_Public	Deferred Loan - Our Sheltered Friends	500,000	2.4%	7,143
Gap	Gap	1,699,000	8.0%	24,271
Tax_Credits	Low Income Housing Tax Credits	11,859,614	56.0%	169,423
Equity	Developer Cash	100	0.0%	1
Deferred_Fee	Developer Fee	577,236	2.7%	8,246
		<b>15,611,950</b>	<b>73.7%</b>	<b>223,028</b>
		<b>21,186,950</b>	<b>100.0%</b>	<b>302,671</b>

USES			
	Amount	% of Cost	Per Unit
<b>ACQUISITION COSTS</b>	<b>1,700,000</b>	<b>8.0%</b>	<b>24,286</b>
Land Cost	1,700,000	8.0%	24,286
<b>CONSTRUCTION COSTS</b>	<b>14,477,450</b>	<b>68.3%</b>	<b>206,821</b>
Residential Building	11,332,450	53.5%	161,892
Tenant Improvements: COULEECAP	250,000	1.2%	3,571
On-site Work	540,000	2.5%	7,714
General Requirements	630,000	3.0%	9,000
Builder's Overhead	265,000	1.3%	3,786
Builder's Profit	680,000	3.2%	9,714
Construction Contingency	740,000	5.4%	10,571
Landscaping	40,000	0.2%	571
<b>ENVIRONMENTAL ABATEMENT/SOIL CORRECTION</b>	<b>0</b>	<b>0.0%</b>	<b>0</b>
<b>PERMITS/FEES</b>	<b>5,000</b>	<b>0.0%</b>	<b>71</b>
Other	5,000	0.0%	71
<b>PROFESSIONAL SERVICES</b>	<b>1,690,000</b>	<b>8.0%</b>	<b>24,143</b>
Accounting	50,000	0.2%	714
Appraisals	2,500	0.0%	36
Architectural & Engineering Fees	220,000	1.0%	3,143
Cost Certification/Audit	17,500	0.1%	250
Environmental Assessment Consultant	25,000	0.1%	357
FF&E	1,070,000	5.1%	15,286
Legal - Development	110,000	0.5%	1,571
Market Research	10,000	0.0%	143
Marketing/Leasing	80,000	0.4%	1,143
P&P Bond	35,000	0.2%	500
Soft Cost Contingency	50,000	0.2%	714
Survey	20,000	0.1%	286
<b>FINANCING COSTS</b>	<b>1,337,500</b>	<b>6.3%</b>	<b>19,107</b>
Construction Period Interest	775,000	3.7%	11,071
Insurance - Builder's Risk	130,000	0.6%	1,857
Lender Legal	10,000	0.0%	143
Loan Origination Fees	150,000	0.7%	2,143
Real Estate Taxes During Construction	60,000	0.3%	857
Syndication Fees	35,000	0.2%	500
Tax Credit & Compliance Fees	147,500	0.7%	2,107
Title & Recording	30,000	0.1%	429
<b>DEVELOPER FEE</b>	<b>1,470,000</b>	<b>6.9%</b>	<b>21,000</b>
Developer Fee	1,470,000	6.9%	21,000
<b>CASH ACCOUNTS/ESCROWS/RESERVES</b>	<b>507,000</b>	<b>2.4%</b>	<b>7,243</b>
Management Startup/Leasing	80,000	0.4%	1,143
Operating Reserves	427,000	2.0%	6,100
	<b>21,186,950</b>	<b>100%</b>	<b>302,671</b>

**EXHIBIT F**  
Project Timeline

By May 1, 2025: Target Date for Architectural and Design Approvals Completed

By July 1, 2025: Acquire Property

By July 15, 2025: Commence Construction

By August 31, 2026: Substantial Construction Completion

By March 31, 2027: Fully Stabilized

# Exhibit G - Monetary Obligation Example

## City of La Crosse, WI

### Tax Increment District No. N/A

#### Tax Increment Projection Worksheet - Haven on Main

Type of District	Blighted Area	Base Value	1,448,200
District Creation Date	November 9, 2024	Appreciation Factor	0.50%
Valuation Date	Jan 1, 2025	Base Tax Rate	\$19.82
Max Life (Years)	27	Rate Adjustment Factor	
Expenditure Period/Termination	22 11/9/2046	Tax Exempt Discount Rate	N/A
Revenue Periods/Final Year	27 2053	Taxable Discount Rate	N/A
Extension Eligibility/Years	No 3		
Eligible Recipient District	Yes		

Construction	Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
1	2025	1,751,500	2026	0	1,751,500	2027	\$19.82	34,717
2	2026	3,199,700	2027	8,758	4,959,958	2028	\$19.82	98,314
3	2027	0	2028	24,800	4,984,757	2029	\$19.82	98,806
4	2028	0	2029	24,924	5,009,681	2030	\$19.82	99,300
5	2029	0	2030	25,048	5,034,729	2031	\$19.82	99,796
6	2030	0	2031	25,174	5,059,903	2032	\$19.82	100,295
7	2031	0	2032	25,300	5,085,203	2033	\$19.82	100,797
8	2032	0	2033	25,426	5,110,629	2034	\$19.82	101,301
9	2033	0	2034	25,553	5,136,182	2035	\$19.82	101,807
10	2034	0	2035	25,681	5,161,863	2036	\$19.82	102,316
<b>Totals</b>		<b>4,951,200</b>		<b>210,663</b>		<b>Future Value of Increment</b>		<b>937,449</b>

DEVELOPER PAYGO		
	85%	15%
	29,510	5,208
	83,567	14,747
	83,985	14,821
	84,405	14,895
	84,827	14,969
	85,251	15,044
	85,677	15,120
	86,106	15,195
	86,536	15,271
	86,969	15,347
	796,832	140,617
NPV	573,859	82,677

Exhibit H



**Haven on Main**  
**City of La Crosse**  
**70 Mixed-Income Apts; 3,200 (sf) Commercial Space**  
**Multi-Year Operating Proforma**

			2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
<b>Income</b>													
<b>Rental Income</b>	Inflator												
Gross Potential Rent	2.0%		843,372	860,239	877,444	894,993	912,893	931,151	949,774	968,769	988,145	1,007,908	1,028,066
Less: 5.0% Stabilized Vacancy			(42,169)	(43,012)	(43,872)	(44,750)	(45,645)	(46,558)	(47,489)	(48,438)	(49,407)	(50,395)	(51,403)
Less: Additional Pre-stabilization Vacancy													
<b>Total Rental Income</b>			<b>801,203</b>	<b>817,227</b>	<b>833,572</b>	<b>850,243</b>	<b>867,248</b>	<b>884,593</b>	<b>902,285</b>	<b>920,331</b>	<b>938,737</b>	<b>957,512</b>	<b>976,662</b>
<b>Other Residential Income</b>	Vacancy Rate	Custom Inflator			2%	2%	2%	2%	2%	2%	2%	2%	
Other	0.0%		9,960	9,960	10,159	10,362	10,570	10,781	10,997	11,217	11,441	11,670	11,670
Less: Additional Pre-stabilization Vacancy													
<b>Total Other Residential Income</b>			<b>9,960</b>	<b>9,960</b>	<b>10,159</b>	<b>10,362</b>	<b>10,570</b>	<b>10,781</b>	<b>10,997</b>	<b>11,217</b>	<b>11,441</b>	<b>11,670</b>	<b>11,670</b>
<b>Net Residential Income (NRI)</b>			<b>811,163</b>	<b>827,187</b>	<b>843,731</b>	<b>860,606</b>	<b>877,818</b>	<b>895,374</b>	<b>913,282</b>	<b>931,547</b>	<b>950,178</b>	<b>969,182</b>	<b>988,332</b>
<b>Commercial Income</b>	Every Year @	Inflator											
Less: Commercial Vacancy - 0.0%	0.0%		51,200	51,200	51,200	51,200	51,200	51,200	51,200	51,200	51,200	51,200	51,200
Less: Expense on Commercial Vacancy			0	0	0	0	0	0	0	0	0	0	0
Less: Additional Pre-stabilization Loss	Every Year @	0.0%	0	0	0	0	0	0	0	0	0	0	0
<b>Net Commercial Income</b>			<b>51,200</b>	<b>51,200</b>	<b>51,200</b>	<b>51,200</b>	<b>51,200</b>	<b>51,200</b>	<b>51,200</b>	<b>51,200</b>	<b>51,200</b>	<b>51,200</b>	<b>51,200</b>
<b>Effective Gross Income (EGI)</b>			<b>862,363</b>	<b>878,387</b>	<b>894,931</b>	<b>911,806</b>	<b>929,018</b>	<b>946,574</b>	<b>964,482</b>	<b>982,747</b>	<b>1,001,378</b>	<b>1,020,382</b>	<b>1,039,532</b>
<b>Expenses</b>													
<b>Rental Unit Expenses</b>	Inflator												
Operating Expenses	2.00%		303,150	309,213	315,397	321,705	328,139	334,702	341,396	348,224	355,189	362,292	369,538
Management Fee: 4.9% of EGI	Fixed to EGI		42,265	43,050	43,861	44,688	45,532	46,392	47,270	48,165	49,078	50,010	50,948
Property Taxes	2.00%		101,765	103,800	105,876	107,994	110,154	112,357	114,604	116,896	119,234	121,619	124,051
Reserves: \$300 PUPY	Every Year @	0.00%	21,000	21,000	21,000	21,000	21,000	21,000	21,000	21,000	21,000	21,000	21,000
Modified Rental Expense During Stabilization													
<b>Total Rental Unit Expenses</b>			<b>468,180</b>	<b>477,064</b>	<b>486,135</b>	<b>495,387</b>	<b>504,825</b>	<b>514,451</b>	<b>524,270</b>	<b>534,285</b>	<b>544,501</b>	<b>554,921</b>	<b>565,537</b>
<b>Total Expenses</b>			<b>468,180</b>	<b>477,064</b>	<b>486,135</b>	<b>495,387</b>	<b>504,825</b>	<b>514,451</b>	<b>524,270</b>	<b>534,285</b>	<b>544,501</b>	<b>554,921</b>	<b>565,537</b>
<b>NET OPERATING INCOME</b>			<b>394,183</b>	<b>401,324</b>	<b>408,796</b>	<b>416,419</b>	<b>424,193</b>	<b>432,123</b>	<b>440,212</b>	<b>448,462</b>	<b>456,878</b>	<b>465,461</b>	<b>473,995</b>
<b>Tax Increment Financing Revenue</b>	Inflator:	0%	<b>86,500</b>	<b>86,500</b>	<b>86,500</b>	<b>86,500</b>	<b>86,500</b>	<b>86,500</b>	<b>86,500</b>	<b>86,500</b>	<b>86,500</b>	<b>86,500</b>	<b>0</b>
<b>ADJUSTED NET OPERATING INCOME</b>			<b>480,683</b>	<b>487,824</b>	<b>495,296</b>	<b>502,919</b>	<b>510,693</b>	<b>518,623</b>	<b>526,712</b>	<b>534,962</b>	<b>543,378</b>	<b>551,961</b>	<b>473,995</b>
<b>Debt Service</b>													
Debt A: First Mortgage	Debt Terms												
Debt B: TIF Mortgage	35 yr amortization @ 6.00%		307,902	307,902	307,902	307,902	307,902	307,902	307,902	307,902	307,902	307,902	307,902
Debt C: La Crosse Comm. Foundation	10 yr amortization @ 6.00%		76,604	76,604	76,604	76,604	76,604	76,604	76,604	76,604	76,604	76,604	0
	35 yr amortization @ 5.44%		31,985	31,985	31,985	31,985	31,985	31,985	31,985	31,985	31,985	31,985	31,985
<b>Total Debt Service</b>			<b>416,492</b>	<b>416,492</b>	<b>416,492</b>	<b>416,492</b>	<b>416,492</b>	<b>416,492</b>	<b>416,492</b>	<b>416,492</b>	<b>416,492</b>	<b>416,492</b>	<b>339,888</b>
Debt Coverage	Calc Method												
Debt Coverage w/o Tax Increment Financing	Debt A, B, & C		115%	117%	119%	121%	123%	125%	126%	128%	130%	133%	139%
	Debt A, B, & C		95%	96%	98%	100%	102%	104%	106%	108%	110%	112%	139%
<b>NET CASH FLOW</b>			<b>64,191</b>	<b>71,332</b>	<b>78,804</b>	<b>86,427</b>	<b>94,201</b>	<b>102,131</b>	<b>110,220</b>	<b>118,470</b>	<b>126,886</b>	<b>135,469</b>	<b>134,107</b>
<b>Expenses Paid from Net Cash Flow</b>													
Asset Management Fee	Frequency	Inflator											
Subtotal	Every Year @	3%	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524	6,720
Deferred Developer Fees													
Starting Deferred Fee Balance: \$577,236	Auto	Interest Rate	59,191	66,182	73,500	80,963	88,574	96,335	104,250	8,242	0	0	0
<b>DEFERRED FEE BALANCE (Paid off in Year 8)</b>			<b>518,045</b>	<b>451,863</b>	<b>378,363</b>	<b>297,400</b>	<b>208,827</b>	<b>112,492</b>	<b>8,242</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>NET CASH FLOW AVAILABLE FOR DISTRIBUTION</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>104,079</b>	<b>120,552</b>	<b>128,946</b>	<b>127,387</b>
<b>Yield on Cost Annual Return</b>			2.4%	2.4%	2.4%	2.5%	2.5%	2.5%	2.6%	2.6%	2.7%	2.7%	2.3%
Yield on Cost Average Annual Return	Start From:	Year 1	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.5%	2.5%	2.5%	2.5%	2.5%
<b>Yield on Cost Annual Return (w/o TIF assistance)</b>			1.9%	2.0%	2.0%	2.0%	2.1%	2.1%	2.2%	2.2%	2.2%	2.3%	2.3%
Yield on Cost Average Annual Return (w/o TIF assistance)			1.9%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.1%	2.1%	2.1%	2.1%

# Exhibit I

Page 1 of 1

## Sample Lookback Calculation - Haven on Main

Total Development Costs	Projected		Actual		Difference
	Amount	Pct.	Amount	Pct.	Amount
Acquisition Costs	1,700,000	8.0%	1,700,000	8.1%	0
Construction Costs	14,482,450	68.4%	14,180,000	67.9%	(302,450)
Professional Services	1,690,000	8.0%	1,690,000	8.1%	0
Financing Costs	1,337,500	6.3%	1,337,500	6.4%	0
Developer Fee	1,470,000	6.9%	1,470,000	7.0%	0
Cash Accounts/Escrows/Reserves	507,000	2.4%	507,000	2.4%	0
<b>Total</b>	<b>21,186,950</b>	<b>100%</b>	<b>20,884,500</b>	<b>100%</b>	<b>(302,450)</b>

## Lookback Reduction Calculation

Projected Total Development Cost	21,186,950
Actual Total Development Cost	20,884,500
<b>Total Development Cost Decrease</b>	<b>302,450</b>
 Amount of decrease exceeding \$100,000	 202,450
 <b>50% of decrease exceeding \$100,000</b>	 <b>101,225</b>
 Original Monetary Obligation	 575,000
(less) adjustment	(101,225)
<b>Revised Monetary Obligation</b>	<b>473,775</b>



# ***CITY OF LA CROSSE***

400 La Crosse Street  
La Crosse, Wisconsin 54601  
(608) 789-CITY  
[www.cityoflacrosse.org](http://www.cityoflacrosse.org)

## **LEGISLATION STAFF REPORT FOR COUNCIL**

File ID                      Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 25-0001

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**Agenda Date:** 6/5/2025

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Status Update