



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final-revised

Finance & Personnel Committee

Thursday, November 2, 2023

6:00 PM

Council Chambers
City Hall, First Floor

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

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

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

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

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

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

Call To Order

Roll Call

Agenda Items:

NEW BUSINESS

[23-0976](#)

Resolution amending Appendix C Fee Schedule regarding short-term rental registration.

Sponsors: Trost and Sleznikow

- [23-1116](#) Resolution committing to and accepting the Wisconsin Department of Transportation - Transportation Alternatives Program (TAP) Grant funding for the King Street Greenway, Avon Street Greenway, St. Cloud/St. James Cycle track, and Willow Trail Resiliency.
Sponsors: Sleznikow
- [23-1129](#) Resolution approving an amendment to an employee lease agreement between the City of La Crosse Fire Department and Gundersen Tri-State Ambulance.
Sponsors: Reynolds
- [23-1168](#) Resolution levying Special Charges for Services performed in 2023.
Sponsors: Happel
- [23-1206](#) Resolution approving \$75,000 of American Rescue Plan Act (ARPA) funding for the Arts Board.
Sponsors: Kahlow and Neumann
- [23-1211](#) Resolution authorizing contract renewal for the State of Wisconsin Radiological Field Team Services contract with City of La Crosse for 2023-2027.
Sponsors: Happel
- [23-1212](#) Resolution amending the 2023 Airport Operating Budget to purchase fluorine-free foam.
Sponsors: Dickinson
- [23-1225](#) Resolution allocating a portion of ARPA uncommitted funds to the People's Food Coop.
Sponsors: Kahlow
- [23-1239](#) Resolution amending Appendix C Fee Schedule regarding fee for Outdoor Food Stands and Mobile Food Units and Mobile Sellers, Farmers Markets and Trade Shows regulated in the La Crosse Municipal Code.
- [23-0001](#) Collective Bargaining Update.
(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(e) to formulate & update negotiation strategies and parameters. Following such closed session, the Committees and/or Council may reconvene in open session.)
F&P Item Only, unless otherwise directed.

Adjournment

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

NOTICE TO PERSONS WITH A DISABILITY

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

Finance & Personnel Members:

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



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-0976

Agenda Date: 11/2/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution amending Appendix C Fee Schedule regarding short-term rental registration.

RESOLUTION

WHEREAS, the Common Council previously adopted a fee schedule by resolution; and

WHEREAS, an amendment is needed for costs related to short-term rental registration.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of

La Crosse that it hereby approves the following changes to Appendix C.

10-939	Short-term Rental Registration	2024	\$50.00
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BE IT FURTHER RESOLVED that all other fees included within Appendix C remain unchanged.

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



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID 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: 23-1116

Agenda Date: 11/2/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution committing to and accepting the Wisconsin Department of Transportation - Transportation Alternatives Program (TAP) Grant funding for the King Street Greenway, Avon Street Greenway, St. Cloud/St. James Cycle Track, and Willow Trail Resiliency.

RESOLUTION

WHEREAS the City of La Crosse Planning, Development and Assessment Department and the Parks and Recreation Department will be submitting four (4) projects for the 2024-2028 Transportation Alternatives Program Grant Cycle; and

WHEREAS the above projects have been identified by the Bicycle and Pedestrian Advisory Committee, Planning, Development and Assessment Department, and Parks and Recreation Department as priority projects to seek funding for; and

WHEREAS the Wisconsin Department of Transportation (WisDOT) requires a local resolution of support should they be awarded the proposed project(s), executed by a governing body that has the authority to make financial commitment on behalf of the project sponsor; and

WHEREAS WisDOT requires the City fund 100% of project costs upfront and WisDOT will reimburse up to 80% of the approved and eligible project costs once the project is complete and the City will be responsible for at least 20% of project costs; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse, that if the City of La Crosse is awarded funding by WisDOT for the 2024-2028 TAP award cycle, the City of La Crosse supports the project(s) and will commit to funding the proposed project(s) up-front through the Capital Budget understanding that upon completion, up to 80% of eligible costs will be reimbursed back to the City.

BE IT FURTHER RESOLVED, that upon confirmation of the grant award the project(s) will be set to begin in 2025 or 2026.

BE IT FURTHER RESOLVED that the Director of Engineering and Public Works, Director of Planning, Development and Assessment, Director of Finance, and Director of Parks and Recreation are hereby authorized and directed to take all necessary steps to implement this resolution.



CITY OF LA CROSSE

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2023 Transportation Alternative Program Project

Cost Estimates*

**These cost estimates were provided as of October 2023 and are subject to change. Costs that may incur or are not yet accounted for include design costs, state review costs, increased construction costs, etc.*

King Street Greenway

King Street Greenway				
City of La Crosse				
Estimate of Probable Costs				
10/16/2023				
Item Description	Unit	Unit Price	Entire Project	Total
CIVIL SITE				
Remove Concrete Curb & Gutter	LF	\$4.80	905	\$4,344.00
Remove Bituminous Pavement	SY	\$4.80	1393	\$6,686.40
Remove Concrete Pavement	SY	\$9.60	140	\$1,344.00
Remove Storm Sewer Pipe	LF	\$30.00	30	\$900.00
Remove Storm Structure	EA	\$960.00	3	\$2,880.00
Sawing Concrete Pavement	LF	\$9.60	172	\$1,651.20
Sawing Bituminous Pavement	LF	\$8.40	1110	\$9,324.00
Salvage and Replace Brick Pavers	LS	\$12,000.00	0.5	\$6,000.00
Inlet Protection	EA	\$150.00	8	\$1,200.00
Erosion Control	LS	\$2,000.00	4	\$8,000.00
Traffic Control	LS	\$2,500.00	4	\$10,000.00
Crushed Aggregate Base Course	TON	\$24.00	255	\$6,120.00
Asphaltic Concrete Pavement 4 Inch	TON	\$120.00	120	\$14,400.00
Concrete Pavement 7-Inch	SY	\$78.00	190	\$14,820.00
Curb and Gutter - Standard	LF	\$30.00	920	\$27,600.00
Epoxy Pavement Markings	SF	\$4.80	2350	\$11,280.00
Pavement Marking & Signage	LS	\$2,500.00	4	\$10,000.00
Concrete Sidewalk - 6-Inch	SF	\$7.20	1170	\$8,424.00
Curb Ramp Detectable Warning Field	SF	\$76.80	176	\$13,516.80
Bioretention Curb Cut Grates	EA	\$250.00	30	\$7,500.00
Storm Sewer 18-Inch	LF	\$96.00	225	\$21,600.00
Storm Inlet	EA	\$3,500.00	9	\$31,500.00
48-Inch Manhole	EA	\$4,080.00	1	\$4,080.00
BIORETENTION PLANTER AREAS				
Decorative Boulder	EACH	\$ 250.00	36	\$9,000.00
Stacked Limestone Flagstone at curb	EACH	\$ 200.00	30	\$6,000.00
Cobble Drystream	CY	\$ 50.00	19.4	\$970.00
Shredded Hardwood Mulch	CY	\$ 50.00	86	\$4,298.61
Engineered Soil	CY	\$ 70.00	516	\$36,120.00
Gravel Storage Layer	CY	\$ 45.00	114	\$5,130.00
Sand/Native soil interface layer	CY	\$ 45.00	172	\$7,740.00
Soil Separation Fabric	SY	\$ 3.00	1032	\$3,096.00
Tree	EACH	\$ 750.00	20	\$15,000.00
Perennials and Ornamental Grasses	SF	\$ 10.00	9285	\$92,850.00
INTERSECTION PLANTING AREAS				
Soil	CY	\$ 60.00	191	\$11,460.00
Shredded Hardwood Mulch	CY	\$ 50.00	31	\$1,550.00
Shrubs, Perennials and Ornamental G	SF	\$ 8.00	3423	\$27,384.00
TREE PITS/SOIL CELLS				
Pavement Support System	EACH	\$ 10,800.00	16	\$172,800.00
Tree	EACH	\$ 750.00	16	\$12,000.00
Perennials and Ornamental Grasses	PER TREE	\$ 750.00	16	\$12,000.00
Total				\$640,569
* Estimate excludes work from Front St. to 3rd Street and the 6th St. intersection				\$32,028 5% Contingency
				\$64,057 10% Engineering
				\$736,654 Total

Avon Street Greenway

Engineering Department

400 La Crosse St., La Crosse, WI 54601 • (608) 789-7505 • Fax: (608) 789-8184
<http://www.cityoflacrosse.org>



CITY OF LA CROSSE ENGINEERING ESTIMATE

Estimate Date 10/10/2023

Contract TAP Application
 Avon Street Improvements

Item	Unit	Description	Quantity	Unit Price	Total
SECTION 1-					
REMOVALS					
1	L.F.	Concrete Curb & Gutter	1,050	\$ 4.00	\$ 4,200.00
2	S.F.	Concrete Pavement (Any Thickness)	1,500	\$ 2.00	\$ 3,000.00
3	S.F.	Concrete Flatwork (any thickness)	960	\$ 1.50	\$ 1,440.00
4	L.F.	Concrete Sawing (Full Depth)	180	\$ 10.00	\$ 1,800.00
5	S.Y.	Bituminous Pavement (Any Thickness)	1,170	\$ 1.00	\$ 1,170.00
6	L.F.	Bituminous Sawing (Full Depth)	1,500	\$ 8.00	\$ 12,000.00
INSTALLATION					
7	L.F.	Standard Curb & Gutter (Including 6" Compacted Crushed Rock)	1,110	\$ 20.00	\$ 22,200.00
8	L.F.	Reject Curb, 30"	170	\$ 32.00	\$ 5,440.00
9	S.F.	7" Concrete Alley Approach	21	\$ 7.20	\$ 151.20
10	S.F.	6" Concrete Driveway	1,360	\$ 7.50	\$ 10,200.00
11	Each	Truncated Dome Warning Fields (2'x4')	24	\$ 350.00	\$ 8,400.00
12	S.F.	5" Concrete Sidewalk	9,564	\$ 8.00	\$ 76,512.00
13	S.Y.	Concrete Pavement (6")	1,780	\$ 80.00	\$ 142,400.00
14	S.Y.	5" Bituminous Pavement (Furnished & Placed)	150	\$ 10.00	\$ 1,500.00
15	S.Y.	7" Base Course (Including Placing, Shaping, & Compaction)	1,930	\$ 9.00	\$ 17,370.00
16	L.S.	Erosion Control Installation & Maintenance	1	\$ 5,000.00	\$ 5,000.00
17	L.S.	Traffic Control	1	\$ 25,000.00	\$ 25,000.00
SUBTOTAL - Section 1 (Items 1-17)					\$337,783.20
Section 2 - Utilities					
STORM SEWER					
18	LF	12" PVC SDR 35 storm sewer leads	330	\$125.00	\$41,250.00
19	LF	15" PVC SDR 35 Storm sewer main	100	\$150.00	\$15,000.00
20	LF	24" PVC SDR 26 storm sewer main	100	\$150.00	\$15,000.00
21	EA	Install Storm Sewer Manhole (City provides casting) D=5' - 10'	4	\$10,000.00	\$40,000.00
22	EA	Storm CB	8	\$4,000.00	\$32,000.00
SANITARY SEWER					
23	LF	8" Sanitary	100	\$250.00	\$25,000.00
24	LF	15" Sanitary	155	\$150.00	\$23,250.00
25	LF	18" Sanitary	55	\$175.00	\$9,625.00
26	EA	Sanitary MH 10-15'	3	\$25,000.00	\$75,000.00

Engineering Department

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CITY OF LA CROSSE ENGINEERING ESTIMATE

Estimate Date 10/10/2023

Contract TAP Application
 Avon Street Improvements

Item	Unit	Description	Quantity	Unit Price	Total
WATERMAIN					
27	LF	8" Watermain	410	\$220.00	\$90,200.00
28	EA	water valves	10	\$ 4,500.00	\$45,000.00
29	EA	Hydrant assembly	3	\$ 20,000.00	\$60,000.00
SUBTOTAL - Section 2 (Items 18-29)					\$616,987.50
Section 3 -Restoration & pavement marking					
30	SF	Restoration	758	\$ 4.00	\$3,032.00
31	L.F.	pavement marking	2,500	\$ 7.00	\$17,500.00
SUBTOTAL - Section 3 (Items 30-31)					\$20,532.00
					\$975,302.70
City Non-participating					\$328,075.00
Remaining portion					\$647,227.70
			Contingency =	15%	\$146,295.41
TOTAL - Sections 1-3 (Items 1-31)					\$1,121,598.11

St. Cloud/St. James Cycle Track

Engineering Department

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CITY OF LA CROSSE ENGINEERING ESTIMATE

Estimate Date 10/4/2023

Contract TAP Application
 St. James / St. Cloud

Item	Unit	Description	Quantity	Unit Price	Total
SECTION 1-					
REMOVALS					
1	L.F.	Concrete Curb & Gutter	250	\$ 4.00	\$ 1,000.00
2	S.Y.	Bituminous Pavement (Any Thickness)	30	\$ 1.00	\$ 30.00
3	L.F.	Bituminous Sawing (Full Depth)	200	\$ 3.00	\$ 600.00
INSTALLATION					
4	L.F.	Standard Curb & Gutter (Including 6" Compacted Crushed Rock)	250	\$ 20.00	\$ 5,000.00
5	S.F.	6" Concrete Driveway	2,550	\$ 7.50	\$ 19,125.00
6	Each	Truncated Dome Warning Fields (2'x4')	6	\$ 350.00	\$ 2,100.00
7	S.F.	5" Concrete Sidewalk	11,220	\$ 8.00	\$ 89,760.00
8	S.Y.	5" Bituminous Pavement (Furnished & Placed)	30	\$ 10.00	\$ 300.00
9	SY	Chip Seal	30,600	\$ 2.00	\$ 61,200.00
10	S.Y.	7" Base Course (Including Placing, Shaping, & Compaction)	30	\$ 8.00	\$ 240.00
11	SF	Exposed Concrete Island 8"	250	\$ 25.00	\$ 6,250.00
12	Each	RRFB installation	1	\$ 35,000.00	\$ 35,000.00
13	L.S.	Erosion Control Installation & Maintenance	1	\$ 5,000.00	\$ 5,000.00
14	L.S.	Traffic Control	1	\$ 25,000.00	\$ 25,000.00
SUBTOTAL - Section 1 (Items 1-14)					\$250,605.00
Section 2 -Restoration & pavement marking					
15	SF	Restoration	2,000	\$ 4.00	\$8,000.00
16	L.F.	pavement marking	30,000	\$ 7.00	\$210,000.00
SUBTOTAL - Section 2 (Items 15-16)					\$218,000.00
					\$468,605.00
Remaining portion					\$468,605.00
			Contingency =	15%	\$70,290.75
					\$538,895.75
TOTAL - Sections 1-3 (Items 1-23)					\$538,895.75

Willow Trail Resiliency

Cost Estimate Overview			
Willow Trail Resiliency			
Willow Trail Resiliency - estimate of design and construction	Unit Cost	Estimated Quantity	Amount
Activity			
Permitting	\$50,000.00	1	\$50,000.00
Construction	\$775,000.00	1	\$775,000.00
Construction Engineering	\$90,750.00	1	\$90,750.00
Design & misc. consulting costs	\$120,000.00	1	\$120,000.00
State Review for Construction	\$5,000.00	1	\$5,000.00
State Review for Design	\$7,320.00	1	\$7,320.00
Sub-Total =			\$1,048,070.00
12% Contingencies =		1	\$125,768.40
Project Total			\$1,173,838.40



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
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Text File

File Number: 23-1129

Agenda Date: 11/2/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution approving an amendment to an employee lease agreement between the City of La Crosse Fire Department and Gundersen Tri-State Ambulance.

RESOLUTION

WHEREAS, Tri-State is an affiliated non-profit corporation operating an ambulance service in the greater Western Wisconsin area; and

WHEREAS, the City and Gundersen Tri-State Ambulance have a previous agreement with firefighters employed as Paramedics that has been mutually beneficial; and

WHEREAS, the most recent agreement was drafted in 2021 and provides no means for measurable cost increases; and

WHEREAS, the initial costs agreed to in the previous agreement are no longer fiscally feasible and do not cover the overtime costs.

SO THEREFORE BE IT RESOLVED, in exchange for services effective January 1st, 2024, the facility shall pay the employing entity the following hourly rates for each professional at a 10% increase:

Paramedic	\$45.02 per hour
EMT	\$41.89 per hour
Paramedic (less than 24-hours notice)	\$54.03 per hour
EMT (less than 24-hours notice)	\$50.26 per hour

LCFD-TSA EMPLOYEE LEASE AGREEMENT

This Employee Lease Agreement ("Agreement") is made and entered into as of April 26, 2021, ("Effective Date") by and between **La Crosse Fire Department, individually and as agent for City of La Crosse** ("Employing Entity"), and **Tri-State Ambulance, Inc.** ("Facility").

RECITALS

- A. Employing Entity and Facility are organizations whose purposes include the advancement of healthcare and emergency medical services.
- B. Employing Entity and Facility are unrelated entities.
- C. In order to meet the needs of its patients, Facility wishes, pursuant to the terms and conditions contained in this Agreement, to obtain the Services of certain Professionals employed by Employing Entity.
- D. Pursuant to the terms and conditions outlined in this Agreement, Employing Entity is willing to provide the Services of certain Professionals to Facility.

AGREEMENT

- 1. Professional Services. Employing Entity will provide the Services described in Exhibit A ("Services"). Services will be provided by Professional(s) as further described in Exhibit A.
- 2. Qualifications, Conduct, and Standards Applicable to Professionals. Professionals shall, at all times relevant to this Agreement: (a) be qualified to perform the Services, (b) hold all licenses required to perform the Services, (c) provide the Services in manner that is competent and compliant with all applicable laws, regulations, and standards, and (d) comply with all reasonable rules and requirements of Facility. If at any time Facility, in its sole discretion, determines that a Professional has failed to meet the requirements outlined in this Section, Facility may remove Professional from Facility's premises. In the event that Facility removes a Professional from Facility's premises pursuant to this Section, Facility shall immediately notify Employing Entity. Professionals which have been removed pursuant to this section may not be scheduled or provide Services under this Agreement without advance written consent from Facility.
- 3. Site of Service. Services will be provided on Facility's premises or at such other location as may be agreed upon by the parties from time to time.
- 4. Schedule. The scheduling of Professional(s) providing Services under this Agreement shall be mutually agreed upon by Employing Entity and Facility. The manager of the Facility requesting the Services shall contact the manager of the Employing Entity providing the Services to coordinate scheduling the Services. When requesting to schedule Services, Facility shall provide Employing Entity with as much notice as is reasonably practicable. Parties agree to endeavor to schedule services 30 days in advance. In the event that Facility provides Employing Entity less than twenty-four hours' notice, Employing Entity may provide services as able and as subject to the premium rate. If the parties are unable to agree on the scheduling and/or amount of Services to be

provided under this Agreement, either party may terminate this Agreement as set forth in the Term and Termination section, below.

5. Orientation. Facility will provide orientation to the Facility for Professionals; provided, however, that it is understood that Professionals provided by the Employing Entity will already have the necessary training, education and professional certification necessary to perform the Services. Facility will provide sufficient education or training to Professionals as required by Facility to maintain licensure and proficiency.
6. Record of Services. The actual time spent by Professional(s) performing Services will be tracked by the Professional through the Employing Entity's timekeeping system, which will be recorded by Employing Entity. Such time will be measured in fifteen-minute increments.
7. Space, Equipment, Staff Services, and Supplies. Facility shall make available to Professional(s) the space, equipment, staff services, and supplies that are necessary for Professional(s) to perform the Services and to fulfill Employing Entity's obligations under this Agreement. Professional(s) shall not use any Facility space, equipment, staff services, or supplies for any purpose other than as required to provide Services under this Agreement.
8. Performance Standards; Quality Indicators. During the term of this Agreement, Professionals shall meet the following performance standards and quality indicators: [a] Professionals shall comply with Facility regulations, maintain confidentiality of patient-related information, abide by Facility policies and procedures, and comply with state and federal requirements, [b] Employing Entity shall ensure that each Professional has undergone a comprehensive screen to determine qualifications and competence, and [c] Facility reserves the right to require each Professional to complete an orientation.
9. Performance Monitoring. During the term of this Agreement, Facility reserves the right to periodically monitor the Professional's activities in order to ensure the Employing Entity's compliance with the terms of the Agreement, including, without limitation, performing [a] direct observation of the services provided, [b] review or audits of documentation and other business records kept by Professionals and/or the Employing Entity upon reasonable notice, [c] collecting and reviewing data that address the efficacy of the services contracted for in this Agreement, [d] periodic review(s) of the accreditation or certification status of the Professionals, and/or [e] review of patient satisfaction surveys.
10. Payment. Facility shall pay Employing Entity the amounts set forth in Exhibit A for Services provided under this Agreement and recorded as required in the Record of Services Section of this Agreement. Employing Entity shall invoice Facility on a monthly basis for Services provided under this Agreement, and Facility shall pay such invoices within thirty (30) days of receipt. Employing Entity shall include a description of the Services and the number of hours provided.
11. Insurance. Each party shall, at its expense, carry liability and professional liability insurance or provide self-insurance covering its acts and omissions under this Agreement, with limits of at least \$1 million per claim and \$3 million aggregate. In addition to and in clarification of the foregoing, Employing Entity shall be solely responsible for liability and professional liability insurance, as well as worker's compensation insurance, for all Professionals providing Services under this Agreement. Moreover, and in further

clarification of the foregoing, Facility shall be solely responsible for liability and professional liability insurance, as well as worker's compensation insurance, for all Facility's employees.

12. Compliance. Both parties shall comply with applicable state and federal laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, laws and rules governing the provision of health care and payment therefor, the Occupational Safety and Health Administration regulations, and legal standards relating to the interaction of personnel in the workplace.
13. Confidentiality. Both parties shall maintain the confidentiality of patient records and medical information, in accordance with applicable state and federal laws, rules and regulations. Neither party nor any of its staff shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved in writing by any patient, medical information regarding the other party's patient. All documentation and records relating to any Professional's provision of Services hereunder shall be and remain the sole property of Facility, subject to the patient's rights in such documentation and records.

During the course of providing Services hereunder, the parties may have access to or become acquainted with confidential information relating to each other's business operations. Both parties, on their own behalf and on behalf of their employees and agents, acknowledge the importance to the other party of maintaining the confidentiality of such information and agree never to use or disclose such information except as necessary to carry out its obligations under this Agreement. Upon termination of this Agreement, both parties agree to return to each other all copies of data, records or other materials, regardless of whether such data, records or other materials are in written, electronic, or other format, which belong to the other party and which contain, embody, or disclose, in whole or in part, any confidential patient information or any general confidential information.

In addition to and in clarification of the foregoing, nothing in this Section 13 shall prevent Employing Entity from performing its duties under the Wisconsin Public Records Law. Facility and Employing Entity agree that patient health care records, as that term is defined at Wisconsin Statute § 146.81(4), are exempt from disclosure requirements under the Wisconsin Public Records Law. Employing Entity shall not make any disclosure under the Wisconsin Public Records Law which contain patient health care records

The provisions of this Section shall survive the termination of this agreement.

14. Public Records Law. Facility understands and acknowledges that Employing Entity is subject to the Public Records Law of the State of Wisconsin. As such, Facility agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Employing Entity shall notify Facility of any public records request affecting Facility within one (1) business day. Facility agrees to reasonably cooperate with Employing Entity in complying with any public records request that Employing Entity receives pertaining to this Agreement. If the requested record is not within that which is required to be produced by statute or other authority, then Facility may object, and Employing Entity will reject the request. Facility may seek to intervene in any subsequent

public records lawsuit, writ of mandamus, or other action against Employing Entity seeking to compel disclosure in order to dispute disclosure of the requested record. Facility shall also reasonably cooperate with Employing Entity, at no cost, in the defense of such lawsuit, writ or other action. If the request is upheld by a court of law, then Facility will produce the records or indemnify and hold harmless Employing Entity from any liability, including without limitation, attorney fees related to or in any way arising from Facility's actions or omissions which contribute to Employing Entity's inability to comply with the Public Records Law. In the event that Facility decides not to retain its records for a period of seven (7) years, then it shall provide written notice to Employing Entity whereupon Employing Entity shall take custody of said records assuming such records are not already maintained by Employing Entity. This provision shall survive the termination of this Agreement.

15. Inducement of Referrals. It is not the purpose of this Agreement or the intent of the parties to induce or encourage the referral of patients and there is no requirement under this Agreement or under any other agreement between the parties that either party, or its employees or agents, refer patients to the other party for products or services. No payment made under this Agreement is made in return for the referral of patients, or is made in return for the purchasing, leasing or ordering of any products or services.
16. Access to Records. To the extent required by applicable law, Employing Entity agrees that for a period of four (4) years after it has last furnished services under this Agreement, it shall make available, upon written request of the Secretary of the Department of Health and Human Services (the "Secretary"), or upon request of the Comptroller General of the United States (the "Comptroller"), or any of their duly authorized representatives, this Agreement and any of its books, documents and records that are necessary to certify the nature and extent of the costs for services for which Facility seeks reimbursement. Employing Entity further agrees that if it carries out any of its duties under this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve-month period with a related organization, such subcontract shall contain a clause requiring the subcontractor, for a period of four (4) years after carrying out such duties, to make available, upon written request of the Secretary or Comptroller, or any of their duly authorized representatives, the subcontract and any of its books, documents, and records that are necessary to verify the nature and extent of the cost of the Services it has provided.
17. Indemnification. The parties are each responsible for their own acts and omissions, and are not liable for the acts or omissions of, or the cost of defending, others. Nothing in this Section shall preclude a finding of liability on the part of either party based on the doctrines of equitable indemnity, comparative negligence, contribution, or other statutory or common law basis for liability.

In addition to and in clarification of the foregoing, nothing in this Agreement is intended or shall be construed to be a waiver or estoppel of Employing Entity or its insurer (or otherwise affect or alter their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. To the extent that indemnification or liability is available and enforceable against Employing Entity, the Employing Entity or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by applicable Wisconsin or federal law. The parties represent that, as of the effective date, neither party has any notice or knowledge of any claims, demands, liabilities, damages,

costs and expenses asserted or threatened by any third party with respect to the matters contemplated in this Agreement.

18. Term and Termination. This Agreement shall continue in effect for one (1) year from the effective date, and shall automatically renew for successive one (1) year terms unless sooner terminated as set forth in this Agreement. Either party may terminate this agreement by providing the other party thirty (30) days' prior written notice of such termination. Notwithstanding the foregoing, The Employing Entity may, in its sole discretion, choose to stop providing one or more type(s) of Professionals pursuant to this Agreement, provided it gives the other party thirty (30) days advance written notice. Employing Entity and Facility agree to meet at least once annually, upon the request of either party, to review the hourly rates identified in Exhibit A.
19. Notices. All notices required or permitted under this Agreement shall made in writing and delivered (a) personally or (b) by registered or certified mail, postage prepaid, return receipt requested, or (c) by a recognized courier service. Notice to a party shall be addressed to the address(es) listed in this Section or at such other address(es) as that a party may designate by like notice from time to time. Notice shall be effective when received if delivered by hand, or on the date shown on the return receipt if by certified mail or courier service.
- | | |
|---|--|
| If to Employing Entity: | With a copy to: |
| City of La Crosse
Attn: Fire Chief
400 La Crosse Street
La Crosse, WI 54601 | City Clerk
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601 |
| If to Facility: | With a copy to: |
| Tri-State Ambulance, Inc.
Attn: Admin. Director
235 Causeway Blvd
La Crosse, WI 54603 | Gundersen Health System
Attn: General Counsel
1900 South Avenue
MS – GB1-001
La Crosse, WI 54601 |
20. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of law rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Wisconsin to apply.
21. Venue and Personal Jurisdiction. The parties hereby consent to venue and personal jurisdiction in the La Crosse County Circuit Court. If the La Crosse County Circuit Court cannot adjudicate an action because it lacks subject matter jurisdiction, the parties alternatively consent to venue and personal jurisdiction in the federal district court for the Western District of Wisconsin.
22. No Assignment. Neither party may assign this Agreement without the prior written consent of the other.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
24. Entire Agreement. This Agreement, including any exhibits, attachments, or addenda which are incorporated by reference herein and attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the parties.
25. Amendment. No amendment to this Agreement shall be effective unless in writing and signed by both parties.
26. Consent to Amendment. The parties agree to amend this Agreement as necessary to comply with any changes in applicable laws and regulations. If a party refuses to enter into such an Amendment, the other party may immediately terminate this Agreement upon providing written notice of termination.
27. No Waiver. The waiver by either party of a breach of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or any other provision. All of the rights and remedies provided herein are cumulative and additional to any rights or remedies the parties may have at law.
28. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
29. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and to their permitted successors and assigns.
30. Independent Contractor Relationship. The parties to this Agreement are at all times performing as independent contractors. Nothing in this agreement shall constitute or be construed the creation of an employment relationship, partnership or joint venture between or among Employing Entity, Facility, and/or any of their agents or employees, including but not limited to Professional(s). In addition to and in clarification of the foregoing, it is expressly understood that Professionals are not employees of Facility. Professionals shall not be entitled to receive any benefits from Facility, nor shall the Employing Entity or Professionals be entitled to participate in any employee benefit plans now or hereafter offered by Facility. Employing Entity's human resource policies shall apply to the Professionals and Employing Entity shall be responsible for paying compensation as well as all federal, state, and local taxes, fees, and other amounts arising from or relating to the Professionals and the Services provided pursuant to this Agreement, including without limitation: [i] All income taxes, withholding taxes, self-employment taxes, and social security taxes, [ii] All sales and use taxes, if any; [iii] All license fees, permit fees and assessments; and [iv] All contributions and assessments which may be required under any applicable unemployment or worker's compensation laws.
31. Claims Notification. Each party shall promptly notify the other in the event it has reason to believe a claim may exist against the other party, or any Professional, related to the

services provided under this Agreement. Notification under this section shall be for information purposes only and shall not substitute for any statutory notification and claim procedures, if and as applicable.

32. Section Headings. Section headings are provided solely for the convenience of the parties and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

**City of La Crosse
(Employing Entity)**

Tri-State Ambulance, Inc. (Facility)

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Scope of Services:

Employing Entity will provide the services of Emergency Medical Technicians (EMT) and Paramedics to the facility.

Payment:

In exchange for the Services, Facility shall pay Employing Entity the following hourly rates for each Professional:

Professional	Hourly Rate
Paramedic	\$40.93
EMT	\$38.08
Paramedic – 24 hour or less notice	\$49.12
EMT – 24 hour or less notice	\$45.69

2021 thru 2023 Hourly Rates		
Professional	Hourly Rate	
Paramedic	\$	40.93
EMT	\$	38.08
Paramedic - 24 Hour or Less Notice	\$	49.12
EMT - 24 Hour or Less Notice	\$	45.69

2024 Hourly Rates (effective 1-1-2024)			Increase from Previous Year	
Professional	2024 Hourly Rate		%	Previous Hourly Rate
Paramedic	\$	45.02	10%	\$ 40.93
EMT	\$	41.89	10%	\$ 38.08
Paramedic - 24 Hour or Less Notice	\$	54.03	10%	\$ 49.12
EMT - 24 Hour or Less Notice	\$	50.26	10%	\$ 45.69

These amounts recognize that their CBA will likely have additional increases in 2025.
 Would like to have the right to renegotiate the prices after CBA changes.



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID 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: 23-1168

Agenda Date: 11/2/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution levying Special Charges for Services performed in 2023.

RESOLUTION

BE IT RESOLVED by the Common Council of the City of La Crosse that the City Clerk and Director of Finance are hereby authorized and instructed to take any and all necessary steps to enter on the 2023 Tax Roll special assessments, parking district assessments, special charges, special taxes, unpaid bills, and unpaid Sanitary District #1 charges, in accordance with the provisions of the Wisconsin Statutes.

BE IT FURTHER RESOLVED that the City Clerk is authorized to attach a list of said charges following passage of this resolution.



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID 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: 23-1206

Agenda Date: 11/2/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution approving \$75,000 of American Rescue Plan Act (ARPA) funding for the Arts Board.

RESOLUTION

WHEREAS, the Common Council approved Resolution 22-0259 to commit American Rescue Plan Act (ARPA) funds to City Committees; and

WHEREAS, the City of La Crosse Arts Board is committed to fostering a vibrant community by supporting diverse artistic activities and cultural programs; and

WHEREAS, through the Annual Grant Program, the Arts Board provides funding and opportunities for artists and arts organizations, nurturing creativity and artistic expression while advocating for the arts and shaping a supportive environment within our community. The Arts Board aims to integrate and advance arts and culture as an essential and transformative part of life in La Crosse by bridging divides, promoting inclusivity, contributing to economic growth, and enhancing the quality of life for all residents and visitors. The Arts Board is committed to fostering inclusivity and diversity by ensuring equitable geographic distribution of public art throughout the city and providing a platform for a wide range of artists and art forms; and

WHEREAS, the updated policy makes the additional ARPA funds available as a grant to the developer(s) to ensure these funds will not need to be repayed to the U.S. Treasury after the expenditure date of 2026.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that \$75,000 of American Rescue Plan Act (ARPA) funding be distributed to the Arts Board.

BE IT FURTHER RESOLVED that the Mayor and the Director of Parks, Recreation, Forestry and Facilities, and Arts Board are authorized to effectuate this resolution.



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation

Craig, Sondra

From: jensinewing@aol.com
Sent: Thursday, October 26, 2023 4:04 PM
To: ZZ Council Members
Subject: Funding Art and Culture in the area

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

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

As an almost lifetime member and artist in the community, I am asking most earnestly that you will approve the money for Art and Culture in our area. I believe it will be an asset for us all. Sincerely, Jensine Wing

[Sent from the all new AOL app for iOS](#)

Craig, Sondra

From: Tiana <tiana.traffas@gmail.com>
Sent: Thursday, October 26, 2023 4:30 PM
To: ZZ Council Members

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

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

Hello,

I am writing to encourage you to consider distributing ARPA funds to the City of La Crosse Arts Board. The funds would go directly to artists to create art for our city's parks, buildings, and public spaces. Art is essential to our culture and a thriving artist community reflects well on a city. Supporting the arts (and artists themselves) creates social identity and culture that brightens the lives of locals and brings in more tourism. Art stimulates the local economy! Public art creates joy! We can make La Crosse an even better place to live and visit through the power of public art.

Many municipalities around the country are directing ARPA funds towards Arts and Culture, specifically to their respective Arts Boards and Councils, etc. Several cities in the midwest including Madison, Minneapolis and St. Louis has directed ARPA funding to support local artists. You have the power to follow in their example to make La Crosse a thriving arts community full of vitality and color.

Direct ARPA funding into the arts board! Build a more colorful, unique, and creative La Crosse!

Thank you for your time,
Tiana Traffas

Craig, Sondra

From: David Nash <david.loring.nash@gmail.com>
Sent: Thursday, October 26, 2023 9:27 PM
To: ZZ Council Members
Subject: Support La Crosse Arts

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

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

Hello,

My name is David Nash. I just wanted to write to let you know my sincere interest in supporting the arts in la crosse. I know the ARPA grant funding is currently being discussed, and I beg you to consider supporting this funding to go towards the La Crosse Arts board who is helping cultivate a vibrancy in our community that reaches well beyond our city limits. Thank you for your continued support of the La Crosse arts board and the pursuit of the ARPA grant.

- David Nash
Cell - 507-269-8736

Craig, Sondra

From: Jenna Smith <jennifer.smith7989@gmail.com>
Sent: Thursday, October 26, 2023 9:48 PM
To: ZZ Council Members
Subject: Arts board funding

Some people who received this message don't often get email from jennifer.smith7989@gmail.com. [Learn why this is important](#)

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

Hello,

I live on the south side of La Crosse and I am a musician. I am writing to express my support of the city funding the Arts Board grant program with ARPA funds in order to support artists who have been affected by Covid and the arts community here in La Crosse.

Thank you,

Jenna Smith

Craig, Sondra

From: Brent <brent@rivertravel.org>
Sent: Friday, October 27, 2023 6:51 AM
To: ZZ Council Members
Subject: Support for the Resolution on American Rescue Plan Act (ARPA) Funding for the City of La Crosse Arts Board

Some people who received this message don't often get email from brent@rivertravel.org. [Learn why this is important](#)

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

Dear City Council Members,

I hope this message finds you well. I am writing to express my strong support for the resolution proposing the allocation of \$75,000 in American Rescue Plan Act (ARPA) funding for the City of La Crosse Arts Board. This funding will play a vital role in advancing the Arts Board's vision to enhance and cultivate arts and culture within our city.

The City of La Crosse Arts Board has been a dedicated advocate for the arts, consistently contributing to the enrichment of our community. Their commitment to this cause is commendable. They have taken an active role and invested their time in revamping their grant program, with a primary goal of supporting local artists in the La Crosse area. By providing funding opportunities for public art projects that are accessible to both residents and visitors, the Arts Board aims to foster creativity, cultural vibrancy, and community engagement.

One of the most significant aspects of this proposal is that it will have zero impact on the general operating budget. This fiscally responsible approach aligns with our city's dedication to economic stability and responsible resource management.

Supporting the City of La Crosse Arts Board through this ARPA funding will not only have a positive impact on our local artists but will also contribute to the continued growth and prosperity of our community. The arts have the unique ability to connect people, drive tourism, and enhance the overall quality of life for our residents.

I urge you to consider and approve this resolution, recognizing the substantial and far-reaching benefits it will bring to the City of La Crosse. Your support for this initiative will be an investment in our city's future and its cultural vibrancy.

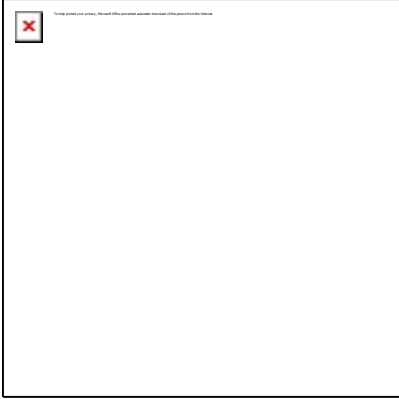
Thank you for your time and dedication to our community. If you have any questions or need further information, please feel free to contact me.

Sincerely,

Brent Hanifl | 2128 Market St. La Crosse, WI.

--

Brent Hanifl
Media Director | Owner
River Travel Media
brent@rivertravel.org
608-461-2485



Craig, Sondra

From: Ben Richgruber <ben.richgruber@gmail.com>
Sent: Friday, October 27, 2023 10:58 AM
To: ZZ Council Members
Cc: Zachary Stensen; Marcou, Jacqui
Subject: Support the La Crosse Arts Board

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

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

Hello,

I'm writing in full support of the La Crosse Arts Board proposal for a one time infusion of \$75,000 in ARPA funds.

The arts are an integral part of a thriving community, and funding the arts has been shown time and again to bring a strong return on investment.

Our neighbors (and occasional civic rivals) to the north in Eau Claire have been steadily increasing their investment in the arts, and WOW, the results are in. In 2016, direct economic activity from the arts totaled \$10.3M. Today, after years of community investments in the creative economy, the **direct economic impact is up 145%, to \$25.3M.**

This information is the result of the [Arts & Economic Prosperity](#) study, conducted every few years by the Americans for the Arts, with local [2022 results issued just this month.](#)

La Crosse, too, has a vibrant arts scene. The La Crosse Arts board has recently updated their grant process and redoubled their efforts to spotlight and grow the local creative economy. This \$75,000 investment, in addition to continued and expanded annual support from the city, will build the creative economy and lead to continued economic development for our city.

Thank you for your support,
Ben Richgruber
La Crosse, WI

October 27, 2023

Dear City of La Crosse Council Members,

My name is Zachary Stensen, and I am a La Crosse resident, UWL Department of Art Faculty Member, and Chair of the City of La Crosse Arts Board. I am writing to thank you in advance for your time and to encourage your support of the [upcoming legislation](#) to approve \$75,000 of American Rescue Plan Act (ARPA) funding for our city's Arts Board. I firmly believe these funds will play a pivotal role in helping our community's arts and culture sector further recover from the negative impacts of COVID-19, while enabling the Arts Board Annual Grant Program to continue empowering and supporting individual artists and non-profit groups whose projects directly impact the vibrant visual and performing arts scene within our city.

Discussions surrounding the allocation of public funds for arts and cultural endeavors often revolve around demonstrating their value, with creators needing to justify the economic impact they provide to a community. When evaluating this legislation, it is essential to acknowledge the data highlighting the economic significance the creative sector contributes to the state. In spring 2021, the U.S. Bureau of Economic Analysis released a report (*please refer to the attached document*) stemming from a study that assessed the contributions of the arts and cultural sector to the U.S. economy. The findings unveiled that Wisconsin's creative sector wields a staggering \$10.8 billion economic influence on our state, leading to the generation of 87,000 jobs. This surpasses the contributions of the beer, biotech, and papermaking industries. Beyond its economic impact, the creative sector enriches our lives by providing quality experiences, amenities, and cultural richness—crucial elements in the decision-making process for potential city residents.

Acknowledging the considerable economic influence of Wisconsin's creative sector, it is imperative to underscore the profound effects of COVID-19 on jobs within the arts and culture sphere. As indicated in a report published by the Wisconsin Policy Forum in August 2020 (*please see the attached document for further details*), the study revealed that a staggering 33.9% of individuals employed in the arts, entertainment, and creative sectors filed for state unemployment during the pandemic. This already dire situation was exacerbated by the fact that, on a per-capita basis, Wisconsin allocates fewer resources to the arts than our neighboring states, and we rank last among all U.S. states in arts funding.

The American Rescue Plan Act is designed to aid states, counties, cities, and tribal governments in addressing escalating expenses, recouping lost revenue, and alleviating economic hardships stemming from COVID-19. Given the substantial economic impact of the creative sector on our state and the adverse effects the pandemic had on individuals employed in arts and culture professions, our request for \$75,000 in Rescue Plan Act funding for the Arts Board strongly aligns with ARPA's objectives. It is also important to note that this request follows a precedent: [The League of National Cities](#) has established a website resource for visitors to research various programs supported by local cities and governments through ARPA. I encourage La Crosse Council Members to visit this website and conduct a search for "art" in the "search by city action" section to discover countless instances of ARPA funds being utilized to bolster arts and culture initiatives. Using our own state as an example, in October 2021, [Green Bay, Wisconsin, Mayor Genrich proposed spending](#) one million dollars on arts, culture, and tourism, and the city invested \$150,000 of those funds into their [Arts Grant Program](#).

In closing, I am proud to call La Crosse my home, and I'm excited to work with the Arts Board to further support artistic activities and cultural programs in our community as a way to enhance the quality of life for all residents and visitors. It's important, however, to acknowledge that from our unique position along the bluffs of the Mississippi River, we can see the state of Minnesota with our own eyes—a neighbor that allocates \$7.34 per capita to support state art organizations while Wisconsin's contribution is merely \$0.14. Ask yourselves, why would someone who makes a living by working in the creative sector choose to live in La Crosse when they can instead move to the other side of the river and gain access to more funding opportunities and support? This resolution presents an opportune moment for the City of La Crosse to recognize the invaluable role the arts play in our state's economy and culture, change the status quo, and invest in the future creative and economic development of our community.

Sincerely,



Zachary Stensen

Arts and Cultural Production Satellite Account (ACPSA)



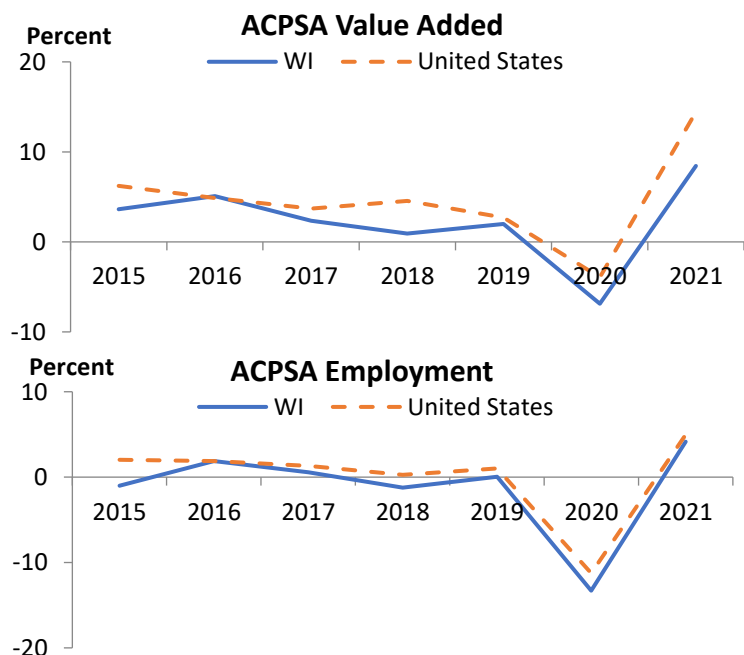
Wisconsin—2021

ACPSA value added	Share of state value added	ACPSA employment	Share of state employment	ACPSA compensation	Share of state compensation
\$10.8 billion	2.9%	87,185 jobs	3.0%	\$6.3 billion	3.0%
			Value added (thousands of dollars)	Employment (jobs)	Compensation (thousands of dollars)
All industries			368,611,300	2,949,218	209,268,255
ACPSA industries			10,828,800	87,185	6,291,380
<i>Top 5 ACPSA industries by value added</i>					
Government			2,250,441	24,672	1,891,849
Publishing			2,067,594	8,243	1,219,158
Broadcasting			1,615,650	5,577	478,918
Retail industries			640,924	13,875	422,267
Advertising			592,751	2,328	140,365
Core arts and cultural industries			2,156,557	D	D
<i>Top 5 core arts and cultural industries</i>					
Advertising			592,751	2,328	140,365
Architectural services			291,421	1,806	214,110
Graphic design services			179,260	1,029	110,212
Promoters of performing arts and similar events			159,388	1,861	60,938
Photography and photofinishing services			154,263	D	D

Trends in arts and cultural production: 2020—2021

In 2021, Wisconsin ranked 21st among all states in ACPSA value added and 41st among all states in ACPSA value added growth. Since 2020, ACPSA value added has grown 8.44 percent in Wisconsin, compared with an increase of 14.43 percent for the nation.

In 2021, Wisconsin ranked 18th among all states in ACPSA employment and 30th among all states in ACPSA employment growth. Since 2020, ACPSA employment has grown 4.15 percent in Wisconsin, compared with an increase of 4.96 percent for the nation.

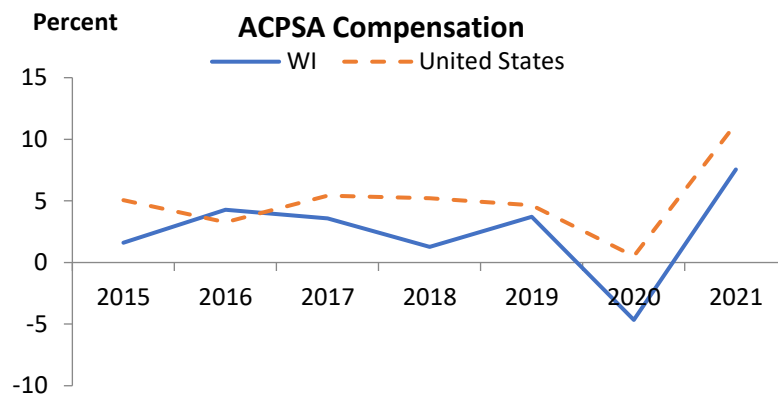


Note. BEA's ACPSA statistics are supported by funding from the National Endowment for the Arts.

Arts and Cultural Production Satellite Account (ACPSA)

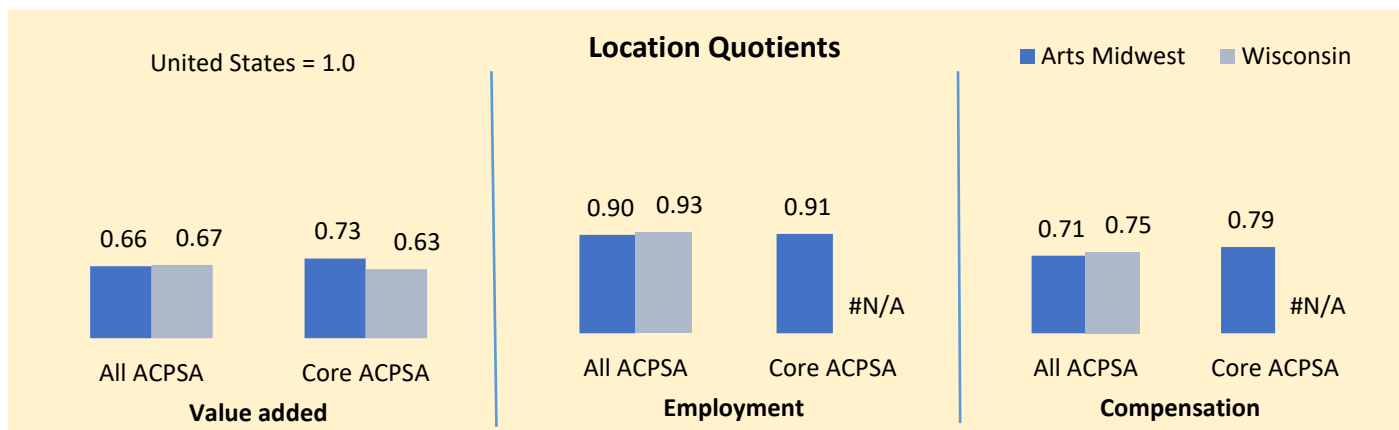


In 2021, Wisconsin ranked 20th among all states in ACPSA compensation and 35th among all states in ACPSA compensation growth. Since 2020, ACPSA compensation has grown 7.55 percent in Wisconsin, compared with an increase of 11.27 percent for the nation. Average compensation per wage-and-salary job in Wisconsin's ACPSA industries was \$72,161 in 2021, compared with \$70,957 for all salaried jobs in the state.



Location quotients (LQ)

- In 2021, Wisconsin ACPSA value added was 33 percent below the national average. By comparison, the LQ for ACPSA value added in all states belonging to the U.S. Regional Arts Organization Arts Midwest (of which Wisconsin is a member) was 0.66, or 34 percent below the national average.
- As for employment in 2021, Wisconsin and Arts Midwest had an LQ of 0.93 and 0.9 respectively.
- And for compensation in 2021, Wisconsin and Arts Midwest had an LQ of 0.75 and 0.71 respectively.



ACPSA value added consists of the gross output of an industry less its intermediate inputs; the contribution of an industry to gross domestic product.

ACPSA employment consists of all wage-and-salary jobs in which the workers are engaged in the production of ACPSA goods and services.

ACPSA compensation consists of the remuneration (including wages and salaries as well as benefits, such as employer contributions to pension and health funds) payable to employees in return for their ACPSA work during a given year.

“Core” ACPSA industries are originators of ideas and content associated with the creation of arts and culture. “Supporting” industries produce and disseminate arts and cultural commodities.

Location quotients measure an industry’s regional concentration of value added, employment, or compensation relative to the U.S. industry’s share. For example, an employment LQ of 1.2 indicates that state’s employment in the industry is 20 percent greater than the industry’s national employment share. An employment LQ of 0.8 indicates that state’s employment in the industry is 20 percent below the industry’s national employment share.

Arts regions, for the purpose of this brief, are defined by the geography groupings for the six U.S. Regional Arts Organizations (RAOs). RAOs are nonprofit organizations that partner with their constituent state arts agencies and with the National Endowment for the Arts on planning and program delivery.

The Arts Midwest RAO contains the states (IL, IN, IA, MI, MN, ND, OH, SD, WI).

Please contact ArtsandCulture@bea.gov with any questions.

ARTS AND CULTURE IN A PANDEMIC: An Existential Threat

COVID-19 has created huge challenges for artists and arts and cultural organizations in Wisconsin, which play an important role in the state's economy and quality of life. These challenges come on the heels of a pre-pandemic employment decline in the sector and declining state support, with Wisconsin allocating fewer state dollars per-capita to arts and culture than any other state. Several Midwest states are now providing emergency support for arts and culture in response to the COVID-19 crisis. Though Wisconsin faces many other compelling needs, the severity of the challenge for the arts and culture sector, which is likely to be among the last to normalize, may merit consideration of a similar response here.

As the COVID-19 pandemic has disrupted work and daily life in Wisconsin, arts and cultural organizations and individual artists have been among the hardest hit. Theaters, museums, and other cultural and entertainment venues throughout Wisconsin and nationally have been shuttered for several months, resulting in thousands of canceled visits, events, and performances.

The loss of arts and cultural experiences not only has negatively impacted quality of life in Wisconsin communities, but it also has inflicted economic damage. Ticket sales have largely vanished while thousands of individuals who work in arts and culture have joined the ranks of the unemployed. Some arts and cultural [organizations](#) and [venues](#) that play unique and important roles in Wisconsin and nationally now face an existential threat.

Though only one of many ways arts and cultural venues and organizations enrich Wisconsin, we take a closer look here at their economic impacts. To do so, we analyze data from the U.S. Bureau of Economic Analysis (BEA) that provide insight into the contributions of arts and culture to overall production and employment in Wisconsin and nationally. The BEA's [Arts and Cultural Production Satellite Account](#) (ACPSA) is designed to capture all economic activity directly tied to arts and culture, such as performing arts, museums, design services, and fine arts education, regardless of industry or occupation. For example, the advertising and printing sectors are not included in their entirety, but activities

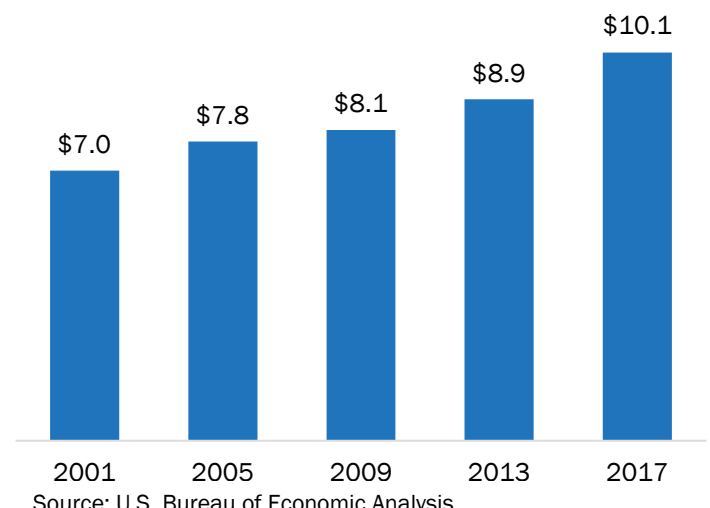
and workers that produce ads and materials for arts and cultural activities are included.

We also consider state and federal funding support for arts in culture in Wisconsin and in neighboring states, including temporary emergency support provided to help arts organizations overcome the impacts of COVID-19.

ECONOMIC IMPACT CONSIDERABLE, BUT GROWTH SLOW

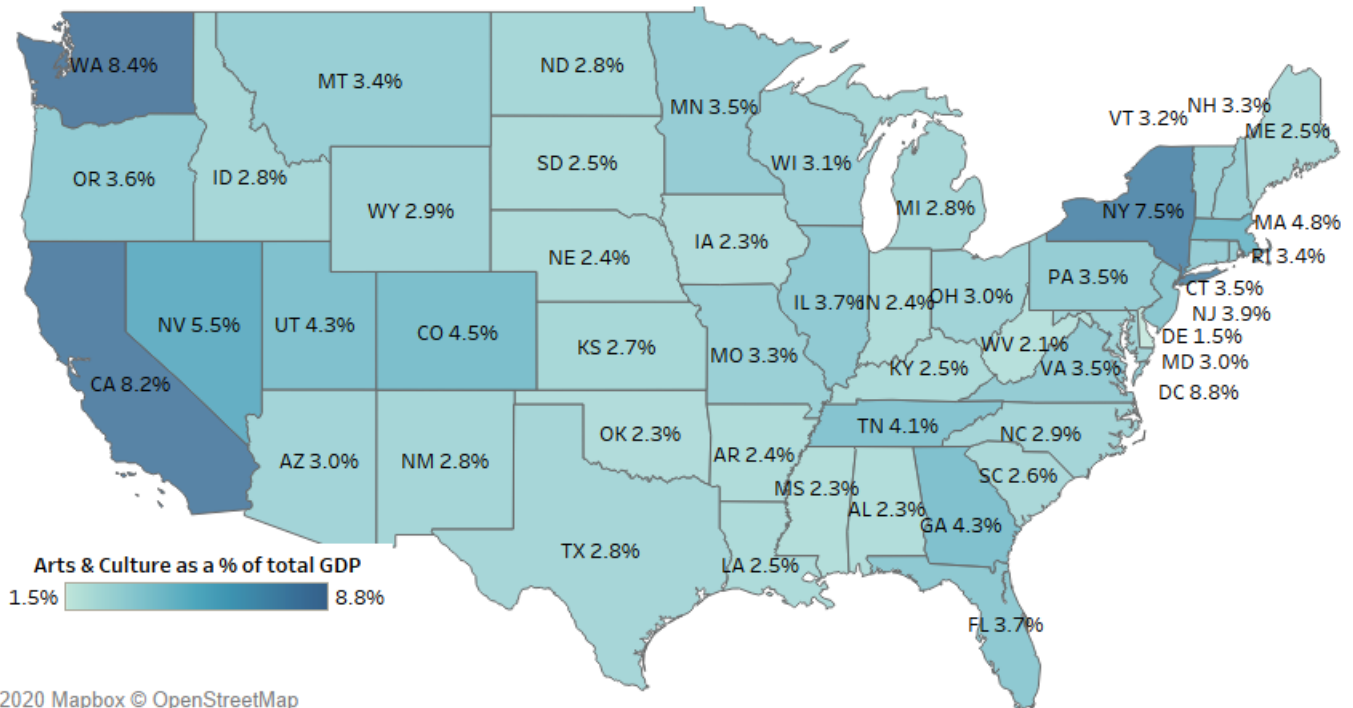
According to the most recent BEA data available, the value added by arts and cultural activities to Wisconsin's economy was \$10.1 billion in 2017, which

Figure 1: Impact of arts & culture on Wisconsin's economy (in billions)



Source: U.S. Bureau of Economic Analysis

Figure 2: Arts & cultural production as share of state GDP, 2017



was a 44% increase from \$7 billion in 2001 in non-inflation-adjusted dollars (see **Figure 1**). However, that growth did not keep pace with the roughly 71% overall growth in the state’s gross domestic product (GDP), which measures the value of all goods and services produced in all sectors; and it lagged the 86% increase in the value added by arts and cultural nationally.

Nevertheless, the impact of arts and cultural activities in Wisconsin is substantial. For context, arts and cultural activities accounted for roughly 3.1% of the state’s overall GDP in 2017, which was higher than accommodation and food services (2.4%), hospitals (2.9%), and transportation and warehousing (3.0%) and not far behind construction (4.1%). The way the ACPSA is created means some activities and employment within these sectors may also be included as arts and cultural activities, so there may be some overlap.

The share of Wisconsin’s GDP that [comes from arts and cultural activities](#) is lower than in neighboring Illinois and Minnesota but higher than in many other Midwestern states including Iowa, Indiana, and Michigan (see **Figure 2**). In Wisconsin, that share dipped from 3.7% in 2001 to 3.1% in 2017. Nationally, arts and cultural economic activity accounted for 4.5% of gross domestic product in 2017, which was roughly the same as in 2001. The higher proportion of arts and

cultural production nationally is likely driven in large part by a few large states with strong concentrations of those jobs and large economies, including California (8.2%) and New York (7.5%).

In 2017, 96,651 people were employed full-time or part-time in arts and cultural production in Wisconsin, which accounted for 3.2% of total employment. Nationally, jobs in arts and culture represented 3.4% of all jobs in 2017, meaning Wisconsin tracks relatively close to the national average. The state’s 2017 employment figure was up slightly from 2013 but down 24% since 2001 (see **Figure 3**). Employment in arts and culture declined by 11% nationally between 2001 and 2017, meaning Wisconsin lost these jobs at more than double the national rate.

The COVID-19 pandemic has caused unemployment to increase sharply in Wisconsin across many sectors, with arts and culture among the hardest hit. State estimates show 33.9% of those employed in the arts, entertainment, and recreation sector in Wisconsin [filed initial claims for unemployment](#) between March 15 and July 5, which was the third highest among all sectors behind only accommodation and food services (39.1%) and manufacturing (37.1%). While the jobs included in the arts, entertainment, and recreation sector do not



align perfectly with those in the federal ACPSA data, they nevertheless provide perspective on the scale of the pandemic's impact on arts and culture employment in Wisconsin.

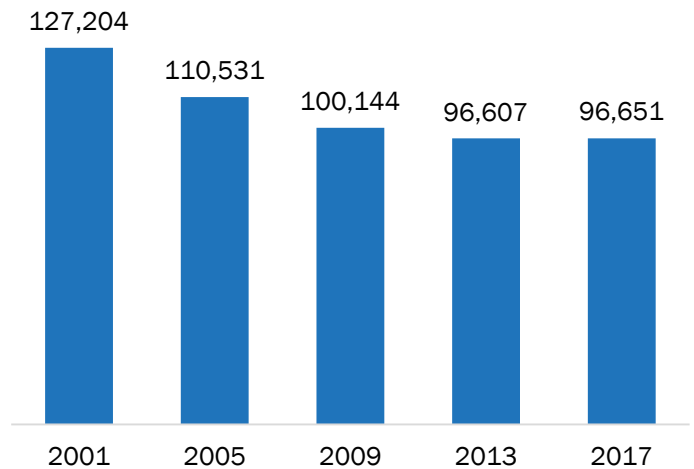
LESS PUBLIC FUNDING FOR ARTS & CULTURE IN WISCONSIN

Because of the quality-of-life value that arts and culture convey to all residents, it is a sector of most states' economies that receives at least some modest public support. For that reason, in considering the role of arts and culture in the state's economy, it is also worth considering the direct support it receives from the state and federal government. Though small in relation to the entire sector, this public support may help to support activities and institutions that would be difficult to sustain through private means alone.

Most U.S. states have an agency dedicated to supporting arts and cultural activities. In Wisconsin, that agency is the [Wisconsin Arts Board](#). These organizations use grants to distribute state, federal, and smaller miscellaneous funds to individual artists and arts organizations. To receive federal funds channeled through the National Endowment for the Arts (NEA), a state must at a minimum match the federal grant amount.

Compared with surrounding Midwestern states, Wisconsin provides the least amount of state aid in support of arts and cultural activities. The state appropriated \$1.6 million to the Wisconsin Arts Board in 2020, comprised of general fund, federal, and smaller,

Figure 3: Employment in arts & culture in Wisconsin

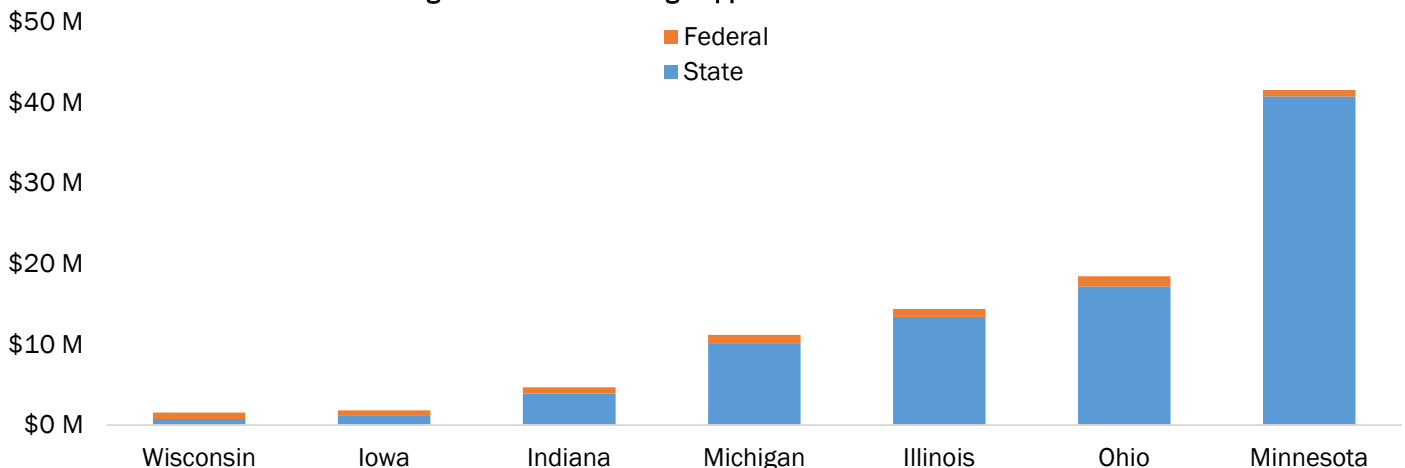


Source: U.S. Bureau of Economic Analysis

miscellaneous revenues. Of that amount, the \$770,000 allocated from the general fund was the minimum state match required to qualify for federal NEA funds. The 2020 allocation is 58% less than the \$3.7 million allocated in 2010, without adjusting for inflation. In that year, \$2.4 million was appropriated from the state's general fund, \$759,000 from the federal government, and \$546,000 from other sources.

As shown in **Figure 4**, state funding allocations for arts and culture in surrounding states varied widely in 2020. Iowa appropriated a similar amount of state funds as Wisconsin, while each of the other states provided substantially more. Minnesota offered the greatest support for arts and culture, allocating \$41

Figure 4: Public Funding Support for Arts and Culture*

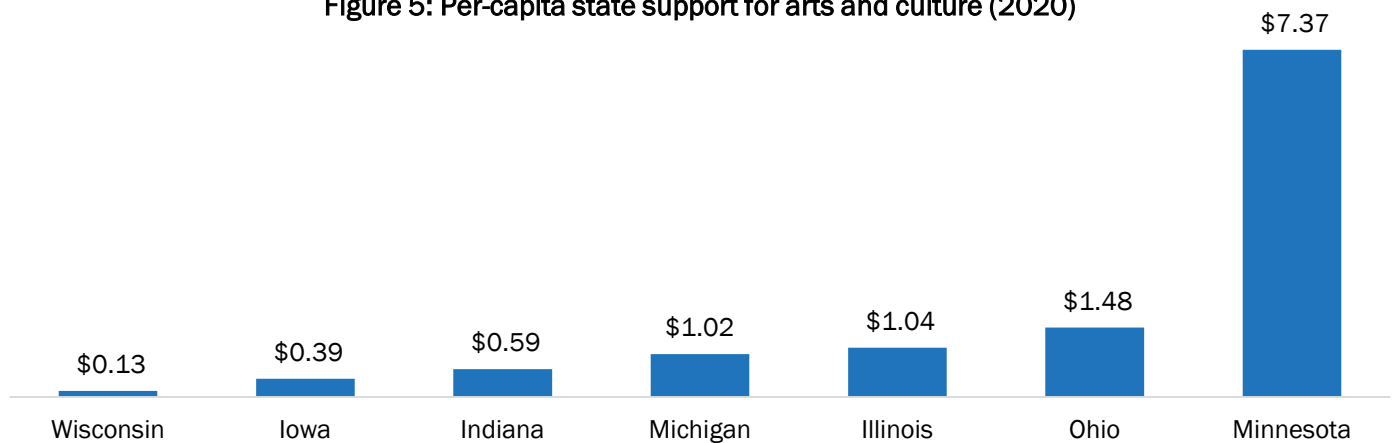


Sources: State budget documents; state arts and culture agency websites

*Excludes appropriations for film promotions, which often support out-of-state film arts businesses.



Figure 5: Per-capita state support for arts and culture (2020)



Sources: State budget documents; state arts and culture agency websites

million by drawing upon its general fund as well as a special Arts and Culture Heritage fund. Among the Midwestern states we analyzed, Minnesota’s [Arts and Cultural Heritage Fund](#) is a unique form of state support generated through a portion of “Legacy Amendment” sales tax revenues that were [approved through a voter referendum](#) in 2008 and are in effect until 2034. The tax revenues are also directed to activities that protect, restore, or enhance natural and wildlife resources and habitats, parks, and trails.

On a per-capita basis, Wisconsin provides less state support than its neighboring states and in fact [ranks last among all U.S. states](#). As shown in **Figure 5**, general fund dollars allocated to arts and culture in 2020 amounted to 13 cents per capita in Wisconsin (excluding federal or other minor sources of revenue). Iowa and Indiana stood somewhat higher at 39 cents and 59 cents per capita, respectively. At \$7.37 per capita, Minnesota was once again the outlier providing the greatest support.

With COVID-19 devastating the arts and culture sector, several neighboring states have taken additional steps to provide emergency support in 2020. For example, Illinois created the [Arts for Illinois Relief Fund](#), which by April 1 had raised \$4 million in public and private sector funds to provide grants for arts organizations and individual artists. Similarly, Iowa created the an [Arts & Culture Emergency Relief Fund](#), with funding for the first round of grants appropriated by that state’s Legislature. The Minnesota State Arts Board has proposed [two new pilot grant programs](#) for 2021 to provide additional support for artists and arts organizations impacted by

COVID. Wisconsin and several other neighboring states have not taken similar actions to date.

These state efforts complement federal assistance provided through the NEA. The Coronavirus Aid, Relief, and Economic Security (CARES) Act, which was enacted in March 2020, provided \$75 million to the NEA to distribute emergency grants to regional, state, and individual arts organizations for general operating expenses. Those grants do not require a state match. The Wisconsin Arts Board [received and redistributed](#) in July approximately \$466,000 from the CARES Act and an additional \$78,000 it received from Arts Midwest, a regional arts support organization. The NEA also provided a total of \$600,000 in grant funding directly to a dozen Wisconsin arts organizations. These funds provided a combined total of more than \$1.1 million in emergency relief.

Many arts and cultural organizations in Wisconsin also sought and received direct assistance from the federal Paycheck Protection Program (PPP), which was part of the CARES Act. For example, the Milwaukee Symphony Orchestra [secured a loan](#) valued at over \$2 million – the largest such PPP loan received by an arts organization in Wisconsin. The Milwaukee Art Museum, Milwaukee Repertory Theater, and Marcus Center for the Performing Arts in Milwaukee and the Overture Center Foundation in Madison each received loans of at least \$1 million. Most arts organizations in Wisconsin that secured loans did so for much smaller amounts.

Congress is currently considering at least three bills that would provide additional assistance for arts and cultural organizations and venues. The ENCORES Act, which was



introduced by Wisconsin Congressman Ron Kind in the U.S. House of Representatives, would provide smaller performing arts venues with a 50% tax credit for the value of refunded tickets provided they offer vouchers to customers. In the Senate, the Save Our Stages Act would provide grants to support independent performing arts venues and promoters, while the [RESTART Act](#) would create a loan program for businesses affected by COVID-19 and extend the loan forgiveness period for the PPP program for the hardest hit businesses.

ARTS ORGANIZATIONS SUFFERING IN MILWAUKEE

For additional perspective on how local arts organizations have been affected by COVID-19 and their outlook for the future, we analyzed data collected by Milwaukee’s [United Performing Arts Fund](#) (UPAF) through a survey of its member organizations. UPAF’s members include both professional and youth-oriented dance, music, and theater organizations with budgets that vary widely in size. UPAF’s survey asked about COVID-19 impacts on staffing, performances, youth programming, and organizational finances and covered both actual impacts on the 2019-20 season and projected impacts on the 2020-21 season. While UPAF’s member organizations represent only one slice of the state’s broader arts and culture sector, their responses show the stark challenges many of these organizations face.

Staff Reductions

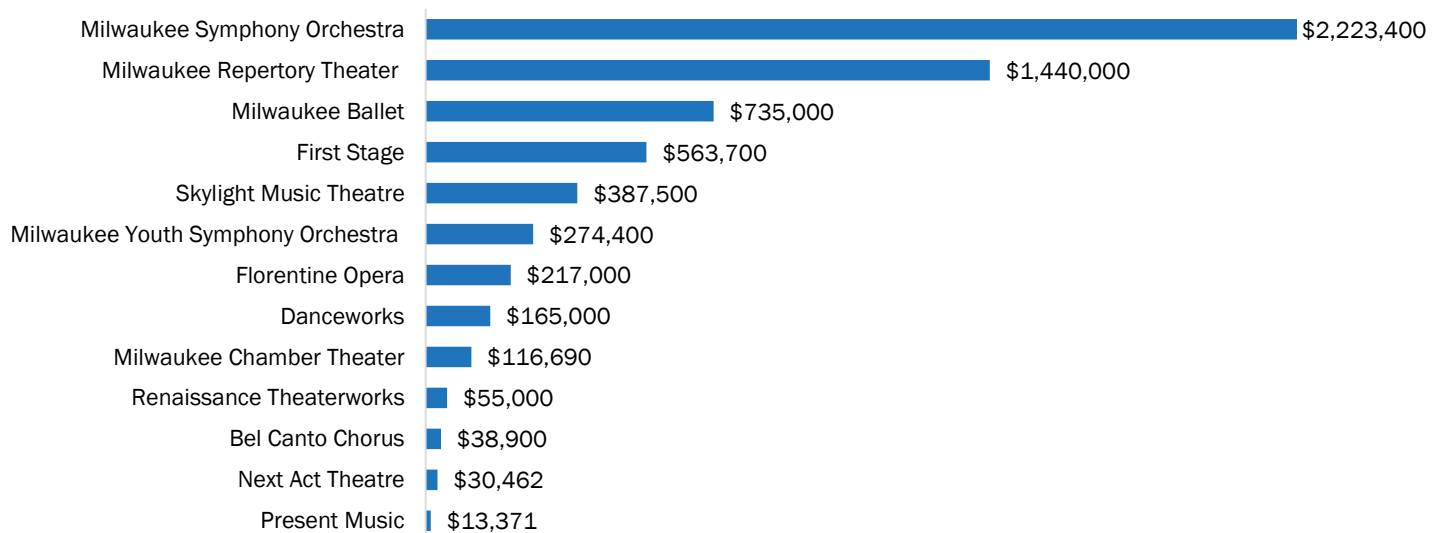
Twelve of the 13 organizations that responded to UPAF’s survey (identified below in **Figure 6**) indicated they have had to lay off, furlough, and/or reduce the salaries of some or all of their employees, affecting a total of 554 workers. Looking to the 2020-21 season, at least 10 organizations expect continued staffing reductions, with the number of affected employees and artists projected to rise to at least 1,033.

Cancelled Performances

Although Wisconsin’s [Safer at Home order](#) ended on May 13, most performing arts venues remain closed, with many planned performances and new productions postponed or cancelled. Both arts organizations and the public remain wary of returning to indoor events with large groups of people. At the same time, arts organizations often cannot make the financing work to carry on with performances in theaters that are only half full.

UPAF organizations cancelled a combined total of 483 performances during the 2019-2020 season (which ended June 30, 2020 for most organizations), with every survey respondent reporting at least some cancellations. Those cancellations meant that nearly 168,000 patrons did not experience those performances or contribute ticket sale revenues. Eleven of the 13 respondents expect to cancel a projected 1,090 additional events during the 2020-21 season.

Figure 6: PPP loans received by UPAF organizations



Cancelled Educational Programming

Several UPAF organizations are entirely youth-focused while all but one of the others provide at least some educational programming for youth. Survey respondents reported that a combined 65,912 students did not receive educational programming due to the pandemic during the 2019-20 season, which included a total of 2,994 cancelled classes. In 2020-21, the organizations project that 83,940 students will miss out on programming and at least 2,834 more classes will be cancelled.

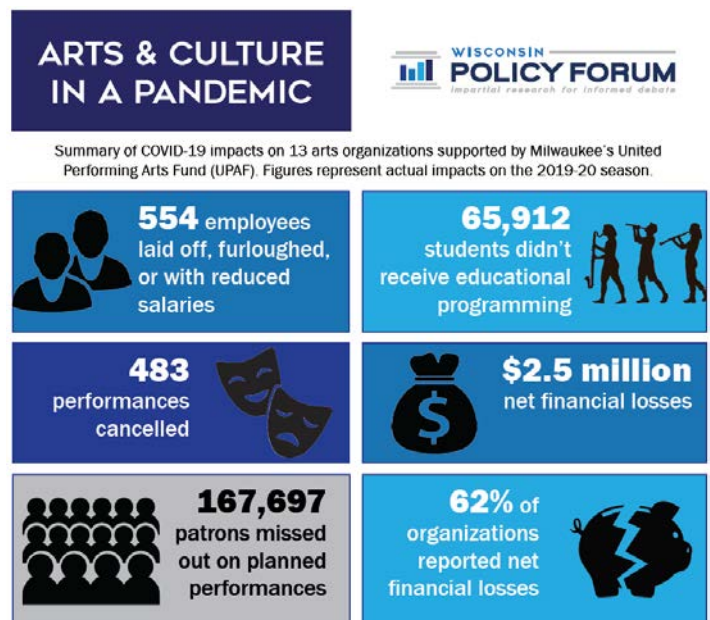
Financial Impacts

With every UPAF organization cancelling events due to COVID-19, it is unsurprising that all reported revenue losses as well. Those losses totaled \$6.7 million for the 2019-20 season but were partially made up through savings due to reduced operating expenses. Still, eight of the 13 respondents reported combined net losses of \$3.1 million for the season and their employees and partners would have suffered additional losses. For the five reporting positive net profits (which include unrealized expenses like foregone performance facility rentals and furloughed staff), the combined total was \$623,000.

Across the board, net losses would be much higher if not for federal relief. All UPAF member organizations secured federal Paycheck Protection Program (PPP) loans, which have helped them to weather the pandemic through salary, wage, and operational support (See **Figure 6**). The combined value of the loans was roughly \$6.3 million, and the organizations reported spending a combined \$5.5 million of that (88%) by June 15.

With funding from the PPP loans nearly spent and performances expected to be cancelled well into the future, UPAF organizations expect financial losses to continue in the 2020-2021 season. Nine organizations project net losses of a combined \$2.9 million. The remaining four also project revenue losses due to COVID-19, though lower expenses attributable to the pandemic are expected to offset the losses at a sufficient amount to realize a net profit. Those combined net profits are projected to total \$764,000.

Another useful metric for understanding an organization's financial solvency in an emergency situation is its "defensive interval ratio," which is the



number of days it can operate using only liquid assets or similar resources, such as cash, investments, and lines of credit. The UPAF organizations vary in the number of days they can operate at full capacity, ranging from 34 days to 395 days. Six of the 13 UPAF organizations do not have the resources to sustain normal operating expenditures past 180 days (six months). Only two could operate using liquid assets for a full year or more.

This assessment is based on normal annual expenditures and does not account for adjusted annual expenses in the 2020-21 season given recent furloughs, layoffs, and other operating changes to offset revenue losses caused by the pandemic. Those changes may increase the number of available operating days using only liquid assets. It also does not account for the fact that organizations with large endowments may rely on a percentage of annual earnings from their investments and endowments to operate, and therefore may be unwilling to spend down those assets beyond a certain point. In any case, it is clear that the long-term financial health of some UPAF organizations is precarious.

Some organizations or segments of the arts and culture sector in Milwaukee and statewide may struggle to survive COVID-19 more than others due to their heavier reliance on earned revenue. For example, ticket sales and concessions account for 52% of the Milwaukee Repertory Theater's total revenue compared with only 11% of total revenue for the Milwaukee Symphony

Orchestra, which traditionally receives considerable support from grants and donations.

While UPAF's member organizations are all in the Milwaukee area, similar situations are playing out across the state, as evidenced by the economic impact and job loss data provided earlier in this report. Arts and cultural organizations are unable to operate at normal levels due to the pandemic, and many likely do not have the financial reserves to weather a sustained loss of revenue.

CONCLUSION

COVID-19 has brought about unprecedented challenges for arts and cultural organizations and individual artists throughout the U.S. The problem may be particularly acute for Wisconsin where, even before the pandemic, growth in arts and cultural production was not keeping pace with national growth, and employment in arts and culture was declining at a faster rate than nationally. Wisconsin also has allocated state funds in support of arts and culture at levels well below its neighboring Midwest states.

Looking ahead, even with some economic sectors starting to rebound as pandemic-related restrictions have been relaxed, arts and cultural activities may be among the last to normalize. Continued social distancing guidelines and restrictions on large gatherings, the public's discomfort with such gatherings even where they are allowed, and the job cuts and economic conditions that have reduced the discretionary spending of many households all will continue to negatively impact museums, performing arts venues, and other arts and cultural facilities and organizations for the foreseeable future.

The availability of arts and cultural activities and amenities contributes to Wisconsin's economy and quality of life and helps ensure the state can attract and retain both businesses and talent. While there are other sectors that some may believe are in greater need of immediate attention – like child care and health care – the negative impacts on the arts and culture sector clearly are severe and likely surpass most others. Lawmakers in neighboring states have taken action to ease the pain, and such consideration may now be merited by state policymakers in Wisconsin.



Craig, Sondra

From: Charlotte Grant <ccgrant416@gmail.com>
Sent: Saturday, October 28, 2023 8:55 AM
To: ZZ Council Members
Subject: Please pass the ARPA legislation

[Some people who received this message don't often get email from ccgrant416@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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One of the things we love best about this city is its lively arts culture in music, painting, theatre, and many other expressions of creativity. Every dollar invested in support of the arts will reap benefits for young and old alike. And in this tumultuous world, every penny counts, so please don't miss this opportunity to fund a force for goodness: art in all forms!

Charlotte C. Grant, donor and volunteer for La Crosse Community Theatre, La Crosse Boychoir, Pump House and other organizations over the nearly 50 years we've lived here.

Craig, Sondra

From: Susan C. Schuyler <sschuyler@gmail.com>
Sent: Saturday, October 28, 2023 9:54 AM
To: ZZ Council Members
Subject: Please Support American Rescue Plan Act (ARPA) funding for the Arts Board.

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To Whom It May Concern,

Please support the pending resolution to approve \$75,000 of American Rescue Plan Act (ARPA) funding for the Arts Board.

Recent studies found that, "the presence of arts is **linked to increased neighborhood livability, community identity, and social wellbeing.**"

We can use those enrichments in La Crosse. Please support the resolution.

Susan Schuyler
335 19th St. S
La Crosse, WI 54601

Craig, Sondra

From: Eva Black <hello@evablack.studio>
Sent: Monday, October 30, 2023 9:14 AM
To: ZZ Council Members
Subject: Request for ARPA Funds to Support City of La Crosse Arts Board

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Dear City Council Members,

I hope this email finds you well. I am writing to request your support for allocating ARPA funds for the City of La Crosse Arts Board. As a dedicated member of our community, an advocate for the arts, and a board member of the Arts Board, I believe that this investment will not only enrich the cultural landscape of our city but also contribute to its overall economic and social well-being.

In light of the significant challenges our city has faced due to the ongoing COVID-19 pandemic, it has become evident that the arts play a crucial role in bringing our community together, fostering creativity, and providing opportunities for economic growth. The ARPA funds present a unique and timely opportunity to support our local art programs, ensuring their sustainability and ability to thrive.

Here are some key points that highlight the importance of allocating ARPA funds for the Arts Board:

1. Economic Recovery: The arts sector is a significant contributor to our local economy. By investing in local art programs, we can stimulate economic growth by supporting artists, artisans, and cultural organizations. This, in turn, will create jobs and attract visitors to our city, bolstering other sectors such as hospitality and tourism.
2. Community Well-Being: The arts have a profound impact on the well-being of our residents. Art programs have the power to uplift spirits, reduce stress, and provide a creative outlet for our citizens, fostering a stronger sense of community.
3. Cultural Enrichment: Our city's cultural diversity is a source of pride. Funding local art programs will celebrate and preserve the diverse cultural traditions that make our city unique. These programs will provide opportunities for residents to learn about, appreciate, and celebrate our cultural heritage.
4. Tourism and Identity: The arts contribute to our city's identity, making it a more attractive destination for tourists. By supporting local art programs, we can create a vibrant and culturally rich environment that encourages visitors to explore and invest in our community.

I kindly request that you consider allocating a portion of the ARPA funds to support local art programs in our city. By doing so, we can not only address the economic and social challenges posed by the pandemic but also lay the foundation for a more culturally vibrant and prosperous community.

I am confident that your support for this initiative will be greatly appreciated by our local artists, organizations, and the entire community.

Thank you for your time and consideration. Together, we can make our city an even better place to live, work, and visit.

Sincerely,

Eva Black
evablack.studio



Craig, Sondra

From: Paige Shafrath <pkshafrath@gmail.com>
Sent: Monday, October 30, 2023 1:40 PM
To: ZZ Council Members
Subject: ARPA Funding + City of La Crosse Arts Board

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Greetings,

I would like to express my support for any ARPA funding we'd receive to go towards the City of La Crosse Arts Board for their new grant fund program. This would truly benefit the city and empower local artists to have a lasting impact on how we shape the culture of La Crosse. Giving funding to benefit the appearance of our parks and buildings inspired the idea of community and contributes towards the overall ambition of the community. We can make great things happen in this city if we allocate and empower those living here to make meaningful and lasting change.

Thanks,
Paige Manges

Craig, Sondra

From: Nora Berken <noraberken@gmail.com>
Sent: Monday, October 30, 2023 4:00 PM
To: ZZ Council Members
Subject: Support!!!

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To whom it may concern:

I support the Resolution approving \$75,000 of American Rescue Plan Act (ARPA) funding for the Arts Board.

Nora Berken
832 Cliffwood Ln
La Crosse, WI
54601

Craig, Sondra

From: Michael Martino <martinosculpture@gmail.com>
Sent: Monday, October 30, 2023 5:53 PM
To: ZZ Council Members
Subject: ARPA Funds for the La Crosse Arts Board

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Mayor Reynolds and City Council Members,

As a self-employed artist and a beneficiary of investments in the visual arts in La Crosse for the past 37 years, I am writing in support of Resolution 22-0259 to commit American Rescue Plan Act (ARPA) funds to the La Crosse Arts Board for the purpose of providing funding and opportunities for artists and arts organizations, nurturing creativity and artistic expression while advocating for the arts and shaping a supportive environment for the visual arts within our community.

I believe this money can be a wise investment in the education of our children, quality of life, neighborhood pride, tourism and the entrepreneurial spirit of self-employed artists.

Respectfully,

Mike Martino
www.martinostudios.com

Craig, Sondra

From: allison@thepumphouse.org
Sent: Monday, October 30, 2023 6:16 PM
To: ZZ Council Members
Subject: Resolution Legislation Support: City of La Crosse-Arts Board ARPA Funds

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Hello City Council Members and Mayor Reynolds,

I am writing you today in support of the resolution legislation requesting \$75,000 in American Rescue Plan (ARPA) funds be distributed to the City of La Crosse Arts Board, who is committed to fostering a vibrant community by supporting diverse artistic activities and cultural programs. This support includes the Annual Grant Program, in which the Arts Board provides funding opportunities for artists and arts organizations in our community.

Relief funding has been key to pandemic recovery of the arts. Pandemic financial relief programs such as Paycheck Protection Program (PPP), Shuttered Venue Operators Grant (SVOG), Coronavirus Aid, Relief, and Economic Security (CARES) Act and American Rescue Plan Act (ARPA) demonstrates the Federal and State support and value of the arts to the economy and tourism.

Many municipalities have directed ARPA funds toward arts and culture, specifically to their respective Arts Boards and Councils. Several cities in the Midwest including Madison, Eau Claire, Minneapolis and St. Louis have directed ARPA funding to support local artists and arts organizations.

The arts touch the lives of everyone who lives in and travels to our community. Your support of this resolution shows your investment into our city's cultural and artistic future.

As a La Crosse resident and Executive Director of the Pump House Regional Arts Center, I thank you for your support of the City of La Crosse-Arts Board and through the approval of this legislation, the artists, programs and organizations that help grow our creative economy and economic development in our community.

Sincerely,

Allison Krzych

--

Allison Krzych (she/her/hers)
Executive Director, Pump House Regional Arts Center
608-785-1434

Craig, Sondra

From: Julie Keitel <jd.keitel@gmail.com>
Sent: Monday, October 30, 2023 7:38 PM
To: ZZ Council Members
Subject: City Arts Board Request

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To Mayor Reynolds and Council Members<

I enthusiastically support that ARPA funds be used to fund the LACrosse City Arts Board grant program. This past summer I served as a Tour Guide for Viking Cruise passengers in LaCrosse. One of the delights was pointing out the examples of art in our parks and other public areas. For a city of 52,000, we think big here, and that is readily noticed by our Viking guests.

Please vote yes on the request for \$75,000.

Julie Keitel
2605 Main St
LaCrosse, WI

Craig, Sondra

From: David Baumann <baumannbusiness6@gmail.com>
Sent: Monday, October 30, 2023 9:24 PM
To: ZZ Council Members
Subject: Make La Crosse a center of arts and culture

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I am writing you today to support the proposal to designate ARPA funds to support artists and the art community in La Crosse. This will help artists keep making art and will increase the presence of arts in our great city.

During the great depression, thousands of artists were allowed to continue making art by the support of the WPA Federal Art Project. This program funded some of the most important public works of art in our country. We have murals in public spaces today all over this country that were WPA funded.

Furthermore, it funded artists making a variety of types of art, for example abstract art that was considered unsellable in the 1930s, but within 10 years was considered the first specifically American art movement to be respected worldwide. Jackson Pollock was funded by this project for several years as an unknown painter prior to developing his signature style and becoming the most iconic painter of his generation.

The public funding of art in La Crosse will result in 2 main benefits to the community:

1. It will increase the presence of art in public spaces. Public buildings and outdoor spaces will gain artworks. These will be available to our citizens and enrich our local culture. Imagine our public city buildings containing art of quality and number like an art museum, for the benefit of the people of our city.
2. Funding will help local artists continue to make art. Most artists do not come close to selling enough art to make a living, even if they produce high quality or important work. If artists can sell just some work, they will keep working, strengthening the arts community.

The pandemic, like the great depression, has caused economic suffering for our local culture and arts community. In order to achieve a flourishing of art and culture in La Crosse, we need a significant investment of public funds.

Thank you for considering this.

David Baumann
La Crosse citizen

Craig, Sondra

From: Julie Chamberlain <chambergarden@gmail.com>
Sent: Tuesday, October 31, 2023 9:12 AM
To: ZZ Council Members
Subject: Arts Funding

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

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I'm writing to ask for funding to the La Crosse Arts board using the monies from

Craig, Sondra

From: Sana Illahe <sillahe@uwlax.edu>
Sent: Tuesday, October 31, 2023 1:25 PM
To: ZZ Council Members
Subject: Request for ARPA Funds to Support City of La Crosse Arts Board

Some people who received this message don't often get email from sillahe@uwlax.edu. [Learn why this is important](#)

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Hi All,

I am writing to request support for allocating ARPA funds for the City of La Crosse Arts Board. As a member of the La Crosse Arts Board, local art (music) community, and an invested member of the broader La Crosse community, I believe these funds requested will foster the art and broader community in many positive ways.

Showing support to local artists, by sponsoring their work, and creating avenues for them to display their creativity creates a sense of belonging, connection and well-being, not only among the artists but among the community members (the audiences) as well.

The ARPA funds are an excellent opportunity that we can leverage from to support our local art programs.

Thank you,



[Sana Illahe](#), Ph.D. (*She/Her/Hers*)

Assistant Teaching Professor & Equity Liaison at Race, Gender, and Sexuality Studies | [UW-](#)
Member of La Crosse Arts Board
sillahe@uwlax.edu | 608.785.8737 | 4304 Centennial Hall

Craig, Sondra

From: Jennifer Williams <jwilliams@uwlax.edu>
Sent: Tuesday, October 31, 2023 3:52 PM
To: ZZ Council Members
Subject: Resolution to approve ARPA funds to City Arts Board

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Dear Mayor Reynolds and Members of the Common Council:

I am writing to express my enthusiastic support for the resolution approving \$75,000 of ARPA funds for the City Arts Board.

As you are aware, the Arts Board has initiated an ambitious new program for grant funding to broaden arts exposure throughout the city, expand its reach to include both small scale and larger projects, and to further our efforts of creative placemaking on behalf of the city. The ARPA funds requested would allow us to fund projects that involve works of art that directly impact residents of the City of La Crosse. These could include, for example, public art (murals, sculpture, etc.); performances of music, theater, dance, and spoken word; and arts workshops/education open to the public. Our most recent Arts Board public listening session revealed strong support for the grant program. The board is dedicated to mentoring individuals and groups throughout the application process. We have taken steps to make the program inclusive and accessible to artists who reside in the city of La Crosse to be able to share their work within the community, to partner with artists from other communities to realize projects that take place here in La Crosse and broaden cultural understanding and creative endeavors.

Visual and performing artists were impacted significantly by the Covid-19 pandemic, and the board responded with funds we had available to support La Crosse artists during challenging times. The arts continue to face challenges: The National Assembly of State Arts Agencies ranked Wisconsin 49th in arts funding. Many artists in our region choose to live in Minnesota (Minnesota ranks 3rd), due in part to established grant programs for artists at the state and local level. Our new grant program will set a new trajectory for arts funding in La Crosse, and ARPA funding is a key part of that effort. We will offer support to creative innovators at various stages of their careers, from emerging to established artists. We will be able to fund individual as well as collaborative projects, providing the opportunity for artists to share their creative voice and vision through art that actively engages the public.

The Arts Board is dedicated and passionate about creating and sustaining a robust program of arts funding in the city and we are seeking ways to establish ongoing revenues. We want artists to make a home here in a community that sustains creativity in myriad ways. This request for ARPA funding will give the board a chance to demonstrate how creative projects resulting from our new grant program can help keep artists engaged in their community, enhance overall quality of life in La Crosse, and make an even greater impact on the local economy.

Thank you for considering this important resolution. I urge you to support it for the greater good of our community.

Sincerely,

Jennifer Williams
Arts Board Member and Former Chair of the Arts Board

Professor
Department of Art
University of Wisconsin-La Crosse
1725 State Street
La Crosse, WI 54601
[\(608\) 785-8233](tel:(608)785-8233)
PGPs: She/Her/Hers
<https://www.jennwilliamsart.com/>

Craig, Sondra

From: GERALD SHEEHAN <sheehan@prodigy.net>
Sent: Tuesday, October 31, 2023 4:20 PM
To: ZZ Council Members

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I am impressed with the Kids Coulee park in myrick park lacrosse and the improvements. Now I would really appreciate some money and thought be given to an animal presentation be made in the old zoo area of the park. Think about the old car and boat rides and treat and gift shop. The old bird exhibit is still therefor use and the area for a petting domestic and farm animals. Maybe a Zoo can not be created but at least a living exhibits could provide an educational and different diversion from things to climb and slide on. When my grandchildren visit here and desire some things to do while in lacrosse. The bluff, parks, youth exercises area, swim pools are great but the myrick park could provide all of them except the pools. Surrounded by beautiful views and walking trails. I know many that would be in or out of town that would find a forever place to remember as many of us do with the old Zoo. I think that the community would support financially and as a great means to grow our city in so many ways. Please give this a chance
Gerald Sheehan. Lifelong resident of Lacrosse

I just sent to Dan Trussoni the above he s an officer with City of lacrosse parks and rec

Sent from my iPad

Craig, Sondra

From: Joshua Doster <jdoster@uwlax.edu>
Sent: Wednesday, November 1, 2023 10:53 AM
To: ZZ Council Members
Subject: Rescue Act Funding for the Arts Board

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Dear La Crosse City Council Members,

It has come to my attention that there will be a resolution today concerning the allocation of ARPA funds for the City of La Crosse Arts Board. As a member of the local La Crosse arts community, active local artist, and UWL art department instructor for the last eight years, I have directly seen the impact the COVID-19 pandemic has had on all aspects of life here in La Crosse. The unprecedented challenges left an enduring mark on the total health of our community, affecting all endeavors, be it social, cultural, economic, or creative. I write to you today as a concerned member of this community, advocating the need for art, music, and creative output as a significant and essential need for the total health of the La Crosse community.

I saw the fall of thriving local businesses unable to adapt and maintain relevance under such dramatic shifts in public and private life. Equivalent obstacles had an equally wide-sweeping effect on the local artists and arts community, disrupting means of production, community participation, and avenues for exhibition/performance. Although the function of business and art may vary distinctly, they are intertwined in how they bring our community together, contribute to our cultural identity, and provide economic and cultural opportunities. I think it is vital to understand that the Arts should not be excluded from the consideration for the allocation of funds available to help those impacted by the COVID-19 pandemic and who contribute to the enrichment and stability of our community.

Sincerely,
Joshua Doster



Joshua Doster

Assistant Professor, Art | [UW-La Crosse](#)

jdoster@uwlax.edu | [608.785.8829](tel:608.785.8829) | 019 Lowe Center For The Arts

Pronouns: he him his

Craig, Sondra

From: Strauss, Richard H <RHStraus@gundersenhealth.org>
Sent: Wednesday, November 1, 2023 10:59 PM
To: ZZ Council Members
Subject: Arts project

Some people who received this message don't often get email from rhstraus@gundersenhealth.org. [Learn why this is important](#)

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Hello Mr. Mayor and Council members,

Please support the ARPA grant program to fund public arts projects. Thanks very much.

Richard Strauss

Craig, Sondra

From: Larson's General <hello@larsonsgeneral.com>
Sent: Thursday, November 2, 2023 11:03 AM
To: ZZ Council Members
Subject: Support of City Arts Board Funding

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

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

Dear City Council Members,

My name is Joshua Larson, and I am a downtown resident, business owner, and arts advocate. I am writing to you to encourage your support of the resolution to allocate ARPA funding to the City of La Crosse Arts Board. I see the impact art has on our community every day. Whether it be an exhibit at The Pump House, a mural on a building, a show at the Root Note, or a stroll through River City Gallery - art is instilled in our community and is essential to it's well-being.

You don't have to dig too far to see the negative impacts of the recent pandemic on arts and culture, or to find the positive impact ARPA funding has provided to community arts. La Crosse has a vast artistic community who deserves support and recognition. Who better to facilitate funds to support community arts than The City Arts Board?

Please accept my gratitude for your consideration in supporting this legislation.

Sincerely,

Joshua Larson



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-1211

Agenda Date: 11/2/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution authorizing contract renewal for the State of Wisconsin Radiological Field Team Services contract with City of La Crosse for 2023-2027.

RESOLUTION

WHEREAS, the City of La Crosse (City) and the State of Wisconsin Department of Military Affairs (DMA), Division of Emergency Management (WEM), and Department of Health Services (DHS) have a long-standing agreement to support Radiological Field Team Services; and

WHEREAS, the City would like to renew said agreement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the Mayor, City Clerk, and City Attorney are authorized to sign the "Contract for Wisconsin Hazardous Materials Response System Services" for the period of July 1, 2023, through June 30, 2027.

BE IT FURTHER RESOLVED that all revenue received because of this agreement shall be placed in the designated account 2102110-420400-RDLGC to be used toward training costs and expenses related to equipment and training for the Fire Department Radiological Field Team.

BE IT FURTHER RESOLVED that City Staff and the Fire Department are hereby authorized to perform all duties to effectuate this resolution.

**Contract between
State of Wisconsin, Department of Military Affairs,
Division of Emergency Management,
State of Wisconsin, Department of Health Services,
and the City of La Crosse, Wisconsin
for Radiological Field Team Services**

THIS CONTRACT (“Contract”) is between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management ("Division"), the State of Wisconsin, Department of Health Services (hereinafter “DHS”), and the City of La Crosse, Wisconsin ("Contractor") for the provision by Contractor of Radiological Field Team Services.

WHEREAS, the State of Wisconsin, Department of Military Affairs, through its Division of Emergency Management, has statutory authority under Chapter 323 of the Wisconsin Statutes to provide emergency response planning.

WHEREAS, the Wisconsin Department of Health Services has statutory authority under Section 254.34 of the Wisconsin Statutes to develop comprehensive policies and programs for the evaluation and determination of hazards associated with the use of radiation, and for their amelioration, as well as to conduct studies, investigations, training, research, and demonstrations relating to the control of radiation hazards.

WHEREAS, the City of La Crosse Fire Department is currently under contract with the Division as part of a regional emergency response team authorized under Wis. Stat. § 323.70.

WHEREAS, to protect life and property against the dangers of emergencies involving the release of radiation, the Division may assign and make available a regional emergency response team under contract as a designated radiological field team to the State Radiological Coordinator to survey and monitor the amount of radiation deposited following a release of radiation in a nuclear incident.

WHEREAS, the Division and DHS desire to enter into this Contract to establish the Contractor as a regional Radiological Field Team and Contractor desires to be so designated and to enter into this Contract.

HOWEVER, the parties expressly recognize and attest by this Contract that neither party intends to create or to assume fiduciary responsibilities to provide for the containment, cleanup, repair, restoration and investigation of the environment (air, land and water) in a radiological or nuclear incident.

NOW THEREFORE, in consideration of the premises above, their mutual and dependent agreement, and the consideration provided below the parties agree as follows:

ARTICLE 1. CONTRACT TERM

This Contract shall continue for four (4) years commencing July 1, 2023 through June 30, 2027.

ARTICLE 2. DEFINITIONS

The following definitions are used throughout this Contract:

Disaster means a severe or prolonged, natural or human-caused, occurrence that threatens or negatively impacts life, health, property, infrastructure, the environment, the security of this State or a portion of this State, or critical systems, including computer, telecommunications, or agricultural systems.

Nuclear incident means any potential, sudden or non-sudden release of radioactive material, as defined under Wis. Stat. § 254.31 (9m), being stored or used in a nuclear facility, as defined under Wis. Stat. § 254.31 (4), or transported. "Nuclear incident" does not include any release of radiation from radioactive material being transported under routine operations.

Primary Response Area means the geographical region located in the State where the Contractor is principally responsible for providing radiological field team services.

Radiological agent means radiation or radioactive material at a level that is dangerous to humans, animals, plants, or other living organisms.

Radiological Field Team means the Contractor and/or designated employees of the Contractor who are expected to conduct a radiation and contamination survey, monitor, sample, and evaluate the actual or potential emergency release(s) of a radiological agent as well as participate in federally evaluated nuclear power plant exercises.

Radiological Field Team Services means the performance of primary radiation contamination surveys, monitoring, sampling, and evaluating an actual or potential emergency release(s) of a radiological agent under the direction of the State Radiological Coordinator and participating in annual federally-evaluated nuclear power plant emergency preparedness exercises as well as related pre-exercise drills.

Responsible Party means any person under Wis. Stat. § 895.065(1)(i).

State means the State of Wisconsin.

State Radiological Coordinator means the individual employed by DHS responsible for initiating any state level radiological response to a radiological incident/emergency, monitoring and evaluating the health impact of any radiological emergency including a nuclear power plant incident and recommending appropriate protective actions to protect the public and mitigate the impact on public health and safety.

ARTICLE 3. STATEMENT OF WORK

Services to be provided by Contractor: During the term of this Contract, Contractor agrees to provide Radiological Field Team Services within the boundaries of Contractor's assigned Primary Response Area and as requested by the Division and/or DHS. It is understood and agreed that the DHS is responsible to provide direction to and control of the radiological field team during radiological emergency preparedness drills and exercises, as well as real events.

Contractor shall not provide under this Contract any services with respect to the treatment, removal, remediation, recovery, packaging, transportation, movement; cleanup, storage and disposal of radioactive material except as these services may be reasonably necessary and incidental to preventing a release or threat of release of radioactive material or in stabilizing a nuclear incident, as determined by the DHS.

The Division, DHS, and Contractor make no representations to third parties with regard to the ultimate outcome of the provision of Radiological Field Team Services, but Contractor shall perform to the best of its abilities, subject to the terms of this Contract.

Personnel: Contractor shall provide an adequate number of trained, competent, and supervised personnel as established by DHS and as is reasonably necessary to operate within the safety levels of a radiological field team.

It is understood and agreed that response to a nuclear incident or training exercise will require 24-hour coverage for the length of the incident or training and will require four two-person teams per every 24-hour period. Each 12-hour period will be staffed by two two-person teams for a Contractor agrees to have a sufficient number of radiological field team personnel trained to ensure 24/7 availability for a radiological response.

Equipment: All necessary radiological equipment needed for Radiological Field Team Services will be provided by the DHS Radiation Protection Section. The Radiation Protection Section shall be responsible for the maintenance and calibration of the equipment. The equipment will be located with the Radiological Field Team. Contractor may use the radiological equipment under local authority or mutual aid agreements; however, Contractor agrees that in the event of nuclear incident response or training exercise, use of the equipment to respond to a nuclear incident shall have priority.

Use of State Vehicles: Only those Radiological Field Team members who (1) meet the eligibility criteria for driving a State of Wisconsin vehicle and (2) have an approved vehicle use agreement in place prior to operating a State vehicle may operate State vehicles during training, drills, exercises or real events or to perform any other service authorized under this Contract. Contractor should contact the DHS State Radiological Coordinator to obtain the eligibility criteria and start the vehicle operation approval process.

Under no circumstances may any Radiological Field Team member operate a State vehicle for any reason other than to perform services pursuant to this Contract or permit an individual who has not been approved to operate a State vehicle to do so.

Personal use of State vehicles is prohibited.

The driving records of all approved drivers are vetted on a monthly basis. A driver who does not continue to meet the eligibility criteria may not operate a State vehicle.

This use is subject to the Fleet Policies and Procedures of Central Fleet with the Division of Enterprise Operations with the Wisconsin Department of Administration.

Procedures and Limitations: Contractor recognizes that its obligations under this Contract are paramount to the State. Contractor agrees that if local fire response obligations in Contractor's own jurisdiction create limits or unavailable resources within the Primary Response Area, Contractor will seek aid from local jurisdictions to assist in local fire response obligations in Contractor's own jurisdiction to ensure that Contractor is able to provide Radiological Field Team Services when requested.

ARTICLE 4. TRAINING AND CERTIFICATION

The DHS is responsible for providing periodic training to the Radiological Field Teams. Specifically, the DHS Radiation Protection Section will provide periodic training opportunities to ensure that all Radiological Field Team personnel receive necessary training and certification. Contractor agrees and understands that all Radiological Field Team personnel shall attend necessary field team training and refresher training to ensure certification for radiological field team response. Any Radiological Field Team personnel who have not attended or completed the required training will not be allowed to participate in a scheduled exercise. Radiological Field Team personnel shall also keep current any State required certifications.

ARTICLE 5. PAYMENT FOR SERVICES

Financial Consideration:

Contractor will be paid annually for the term of this Contract the sum of twenty four thousand nine hundred ninety-nine dollars (\$24,999.00) for the above-described activities. The initial payment will be made within 30 days following the execution of this Contract by all the parties and all subsequent payments within three weeks following the beginning of each new year for the term of the Contract.

Retirement System Status and Tax Payments: Contractor and its employees are not entitled under this Contract to Public Employees Retirement Withholding System benefit(s) contributions by the Division, DHS or any State agency. Contractor shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes for its employees who are Radiological Field Team members.

ARTICLE 6. LIABILITY AND INDEMNITY

Scope: During radiological field team operations and associated training authorized by this Contract, Contractor and Radiological Field Team members are agents of the DHS for purposes of Wis. Stat. § 895.46(1). For purposes of this Article, operations means activities, including travel, that are directly related to performing Radiological Field Team Services under the direction of the State Radiological Coordinator and participation in annual federally-evaluated, nuclear power plant emergency preparedness exercises. Operations also include advanced training activities provided under this contract to the members of the radiological field team, but it does not include travel to and from the training.

Contractor Indemnification of State: When acting as other than an agent of DHS under this Contract and using the State's, Division's or DHS' equipment or vehicles, the Contractor shall indemnify, defend and hold harmless the State, Division, DHS, its officers, agents, employees, and members from all claims, suits or actions of any nature arising out of the activities or omissions of Contractor, its officers, subcontractors, agents or employees.

Accrued Obligations and Liabilities:

Any termination of the Contract shall be without prejudice to any obligations or liabilities of any party already accrued prior to termination, subject to the provisions of Article 7.

ARTICLE 7. RECORDKEEPING AND RECORD RETENTION

The Contractor shall establish and maintain adequate records of all expenditures incurred under the Contract. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Division, DHS, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this Contract held by Contractor. The Contractor shall retain all documents applicable to the Contract for a period of not less than six (6) years after the final payment is made or longer where required by law.

ARTICLE 8. TERMINATION OF CONTRACT

The Division, DHS, and/or Contractor may terminate this Contract at any time **for cause** by delivering thirty (30) days written notice to the other parties

Contractor may terminate this Contract **at will** by delivering ninety (90) days written notice to the Division and DHS.

The Division or DHS may terminate this Contract **at will** effective upon delivery of written notice to the Contractor, under any of the following conditions:

- (1) If Division funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for payments required under the terms of this Contract; provided,

however, that the Contract may be modified to accommodate a reduction or increase in funds if mutually agreed to in writing.

(2) If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the Radiological Field Team Services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments under this Contract.

(3) If any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

Upon termination of the Contract for any reason, the Division and DHS have no obligation to make any further payment under the Contract. For example, if the Contract is terminated in year two, then the Division and DHS have no obligation to make any payment for years three and four.

Upon termination of the Contract for any reason, Contractor will refund to the Division within sixty (60) days of the termination payments made to the Contractor for the contract year in which the termination occurs based in proportion to the number of days remaining in the contract year.

Insufficient Funds: The obligation of the Contractor under this Contract is contingent upon the availability of funds to the Division and the allotment of funds to Contractor. Contractor may, upon thirty (30) days prior written notice, terminate this contract if funds are not available.

ARTICLE 9. APPLICABLE LAW

This Contract shall be governed under the laws of the State of Wisconsin. The Contractor and State shall at all times comply with and observe all federal and state laws, ordinances, rules and regulations in effect during the period of this Contract and which may in any manner affect the provision of Radiological Field Team Services or participation in training.

ARTICLE 10. ASSIGNMENT

No right or duty, in whole or in part, of the Contractor under this Contract may be assigned or delegated without the prior written consent of the State.

ARTICLE 11. SUCCESSORS IN INTEREST

The provisions of the Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective permitted successors and assigns.

ARTICLE 12. NOTIFICATIONS

Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, divisions, agents, employees

and members. All notices to be given under the terms of this contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid or hand delivered to the addresses of the parties. Such notices or reports shall be directed to:

**For the Division
of Emergency Management:**

ATTN: Administrator
Division of Emergency Management
Dept. of Military Affairs
PO Box 7865
Madison, WI 53707-7865
Telephone #: (608) 242-3232
FAX #: (608) 242-3247

For the Department of Health Services:

ATTN: Administrator
Division of Public Health
Department of Health Services
PO Box 2659
Madison, WI 53701-2659
Telephone #: (608) 266-1251
FAX #: (608) 267-2832

For the City of La Crosse:

Fire Chief
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601
Telephone #: (608) 789-7260
FAX #: (608) 789-7276

Copy to: City Clerk
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601
Telephone # (608) 789-7510
FAX #: (608) 789-7552

ARTICLE 13. SEVERABILITY

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

ARTICLE 14. AMENDMENTS

The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of Division, DHS, and Contractor.

ARTICLE 15. APPROVAL AUTHORITY

Contractor's representative(s) certify by their signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and agreements on behalf of the local government entity.

ARTICLE 16. NO WAIVER

No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, DHS, State, or Contractor shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall effect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Division, DHS, State or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

ARTICLE 17. CONSTRUCTION OF CONTRACT

This Contract is intended to be solely between the parties hereto. No part of the Contract shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

ARTICLE 18. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed the original, and all of which together shall constitute one and the same instrument.

ARTICLE 19.

This Contract constitutes the entire agreement between the Division, DHS and Contractor with respect to the subject matter of this Contract and supersedes all prior discussions, negotiations, and agreements, written or oral, with respect to such subject matter.

Approving Signatures:

ON BEHALF OF THE DIVISION OF EMERGENCY MANAGEMENT (DIVISION)

Dated this ____ day of June, 2023

Greg Engle, Division Administrator

ON BEHALF OF THE DEPARTMENT OF HEALTH SERVICES

Dated this ____ day of _____, 2023

Division of Public Health

On Behalf of the City of La Crosse
A Municipal Corporation

Dated this ____ day of _____, 2023

Signature: _____

Printed Name: Mitch Reynolds

Title: Mayor

Address: City Hall, 400 La Crosse Street

City/State: La Crosse, WI Zip: 54601-3374

On Behalf of the City of La Crosse

Dated this ____ day of _____, 2023

Signature: _____

Printed Name: Nikki Elsen

Title: City Clerk

Address: City Hall, 400 La Crosse Street

City/State: La Crosse, WI Zip: 54601-3374

Approved as to form:

Dated this ____ day of _____, 2023

Signature: _____

Printed Name: Stephen F. Matty

Title: City Attorney

Address: City Hall, 400 La Crosse Street

City/State: La Crosse, WI Zip: 54601-3374



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-1212

Agenda Date: 11/2/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution amending the 2023 Airport Operating Budget to purchase fluorine-free foam.

RESOLUTION

WHEREAS, the Federal Aviation Administration has approved a fluorine-free firefighting foam for use on commercial service airports; and

WHEREAS, it is the intention of the La Crosse Regional Airport to replace existing firefighting foam with the approved fluorine-free foam; and

WHEREAS, the cost of procuring fluorine-free foam is higher than the historic purchase of existing foams; and

WHEREAS, the amount to procure said foam contained within the 2023 Airport Operating Budget is insufficient.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby allocates to the 2023 Airport Operating Budget \$16,500 from the Airport Operating fund.

BE IT FURTHER RESOLVED that the Director of the La Crosse Regional Airport and the Director of Finance are hereby authorized and directed to take all necessary steps to implement this resolution.



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation

October 17, 2023


Honorable Mayor Mitch Reynolds
Common Council Members

Ladies and Gentleman:

The Aviation Board, at its last regular meeting, approved by unanimous vote item 23-1212 – *Resolution amending the 2023 Airport Operating Budget to purchase fluorine-free foam.*

Therefore, it is respectfully requested that the Common Council approve the same.

Respectfully Submitted,



Ian Turner
Airport Director



Aviation Board

OFFICERS • Chairman: Tamra Dickinson, Vice Chairman: Neil Duresky
MEMBERS • Drake Hokanson, William Blank, Ryan Seib, Jeannie Groskreutz, Rick Cornforth
EX OFFICIO • Tonya Townsell, David Winiacki



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-1225

Agenda Date: 11/2/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution allocating a portion of ARPA uncommitted funds to the People's Food Coop.

RESOLUTION

WHEREAS, the City of La Crosse has received a request for assistance from the People's Food Coop; and

WHEREAS, the City Council finds that the People's Food Coop sustained negative impacts as a result of the COVID pandemic.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby provides a \$29,657.00 grant to People's Food Coop.

BE IT FURTHER RESOLVED that the Council appropriates the sum of \$29,657.00 from the ARPA Uncommitted Funds account.

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



**Co-op Headquarters
La Crosse Store**

315 Fifth Avenue South
La Crosse, WI 54601
608.784.5798

Rochester Store

519 First Avenue SW
Rochester, MN 55902
507.289.9061

www.pfc.coop

**Working together to
build a sustainable
community while
treating all people with
kindness and fairness.**

September 8, 2023

Request for Financial Assistance

From: People's Food Co-op

To: Mayor Reynolds, Director of Planning Trane, Council President Kahlow

Due to the long-term impacts of the pandemic era, and subsequent changes to the environment surrounding our business, we are requesting financial assistance of \$29,657.00, related to store security in 2023.

As with businesses across the country, People's Food Co-op was hard-hit by the COVID-19 pandemic and its following effects. Two major impacts hurt our business. First, the shift to hybrid work arrangements by downtown businesses ended much of our lunchtime customer base. Second, the growing perception of an unsafe neighborhood, perpetuated by a general rise in criminal activity and proximity of the Cameron Park encampment, has stopped people from shopping at the co-op.

A perception exists in La Crosse that shopping at the co-op is less safe than at other grocery stores, and even that employment at the co-op comes with the possible aggravation of dealing with criminal activity or unsafe situations.

Changes experienced at People's Food Co-op this year:

- Decrease in shoppers at the co-op by 65 people per day, compared to same period in 2022
- Fewer applicants for jobs at the co-op due to safety concerns for parking or walking
- Threats of physical harm to employees and customers
- Spike in retail theft
- Theft of bikes belonging to staff and customers
- Customers harassed inside the store by members of the public
- Panhandling in our parking lots
- Drug use in our bathrooms
- Individuals entering private storage space to hide and sleep
- Attempted robbery incident
- Individuals loitering in our café and bathrooms
- Dumpster diving leading to unsafe conditions for that person and co-op employees
- Vandalism
- General uncomfortable feelings of insecurity for many who work and shop with us

Expenses to mitigate these impacts fall to us. We've taken these measures to ensure employees and customers feel secure coming to work and shopping with us:

- Hired a security officer (\$11,657 for First Priority Investigations, May – August '23)
- Posted "No Loitering" signs with instructions for accessing help and safety
- Installed additional lighting in our parking lot (\$2,123)
- Converted outdoor seating to bike parking, to increase security and reduce loitering (\$1,168)
- Installed an additional exterior security camera (\$1,123)
- Added additional landscaping to better create a barrier from our south side alley (\$500)

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- Established relationships with police officers who quickly assist in many safety situations
- Renewed relationships with neighborhood associations and downtown organizations
- Trained staff for Narcan administration and Active Threat events
- Will continue using on-site security services until safety levels increase (\$18,000 Sept – Dec '23)

In April 2023 the encampment at Houska Park was closed. The Catholic Charities warming shelter closed for the season. The Salvation Army tightened restrictions for those who had access to the shelter. These factors led to an increase in people taking residence at Cameron Park. While changes in city ordinances have improved park conditions, the neighborhood impact remains high. After the encampment was removed in August, people are seeking shelter in any public or even private spaces at nearby locations.

We understand that the emergence and rise of the crisis of homelessness in La Crosse is due to complicated factors. Many can be traced to pandemic impact on food costs, rent increases, reduction of access to health services, and the recent end of benefits on which many people relied. Solutions to this issue will come through collaborative governmental efforts, which we strongly support.

Meanwhile, the cost of bearing liability for our employee and customer safety is affecting our financial viability. On behalf of the 6,000 People's Food Co-op owners who call this area home, we thank you for considering our request for financial assistance of \$29,657.00. It will make a difference to our business.

Sincerely,



Lizzy Haywood

CEO

People's Food Co-op



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-1239

Agenda Date: 11/2/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution amending Appendix C Fee Schedule regarding fee for Outdoor Food Stands and Mobile Food Units and Mobile Sellers, Farmers Markets and Trade Shows regulated in the La Crosse Municipal Code.

RESOLUTION

WHEREAS, on November 15, 2011, the Common Council of the City of La Crosse adopted Ordinance 4640 creating a fee schedule; and

WHEREAS, it is necessary to amend the fee schedule relevant to the associated costs for both temporary and annual licenses.

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

10-425	<u>Outdoor food stands and mobile food units, temporary (90 day) license fee</u>	<u>2023</u>	<u>\$60.00</u>
10-425	Outdoor food stands and mobile food units, annual license fee	2022 <u>2023</u>	\$100.00 <u>\$110.00</u>
10-778 <u>772</u>	Direct seller <u>Mobile Seller, temporary (90-day) license fee</u>	2017	\$60.00 + \$10.00 per ID card
10-778 <u>772</u>	Direct seller <u>Mobile Seller, annual license fee</u>	2017 <u>2023</u>	<u>\$110.00</u>
10-778 <u>772</u>	<u>Farmers Market</u> or Trade Show license fee	2017	\$110.00

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

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



CITY OF LA CROSSE

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La Crosse, Wisconsin 54601
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File ID Caption

Staff/Department Responsible for Legislation

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Location, if applicable

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Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 23-0001

Agenda Date: 11/2/2023

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Status Update