

**FIRST AMENDMENT TO  
AGREEMENT FOR SANITARY SEWER CONVEYANCE AND TREATMENT  
BETWEEN THE CITY OF LA CROSSE, WI AND THE CITY OF LA CRESCENT, MN**

This First Amendment to Agreement for Sanitary Sewer Conveyance and Treatment is entered into between the City of La Crosse, WI, a Wisconsin municipal corporation, hereinafter referred to as "LA CROSSE," and the City of La Crescent, MN, a Minnesota municipal corporation, hereinafter referred to as "LA CRESCENT."

**RECITALS**

WHEREAS, LA CROSSE and LA CRESCENT entered into an Agreement for Sanitary Sewer Conveyance and Treatment dated January 11, 2007, for a period ending on December 31, 2027, and

WHEREAS, Section 2 of the Agreement authorizes LA CRESCENT to make sewer main extensions, provided such main extensions are within the sanitary sewer service area boundaries of Section 6.12 of the La Crosse Code of Ordinances; and

WHEREAS, LA CRESCENT is interested in extending its sewer main in an area that is outside the sanitary sewer service area boundaries of Section 6.12 (now renumbered Section 46-80) of the La Crosse Code of Ordinances and has requested LA CROSSE to modify its sanitary sewer service area boundaries; and

WHEREAS, LA CROSSE is willing to modify its sanitary sewer service area boundaries provided there is no increase in the total amount of developable lots to be served, and all new sewer connections to the La Crescent Sewer System pay the same connection fee charged to LA CROSSE users;

NOW, THEREFORE, LA CROSSE and LA CRESCENT hereby amend the Agreement as follows:

1. Section 2 is hereby amended to read:

That LA CROSSE does hereby authorize LA CRESCENT to discharge sewage from its sewage system forcemain connecting to the LA CROSSE sewage system forcemain at Park Plaza to a point near Front Street and former State Street on the east bank of the Mississippi River during the term of the agreement Sewer main extensions may be made by LA CRESCENT, provided such main extensions are within the sanitary sewer area boundaries delineated on the sewer service area map on file in the La Crosse City Engineer's Office. The Parties agree to revise the map as shown on Map 1 to include the area referred as the "Horse Track Meadows Development" and to remove the areas referred as the "Apple Blossom Point Development" and the "Stoney Point Development." All plans for sewer main extensions, new lift stations or forcemains, and any major sewer, forcemain, or lift station replacement or renovation shall not be made without approval of the LA CROSSE City Engineer and the La Crosse Sanitary Sewer Utility, which approval shall not be unreasonably withheld.

2. Section 18, Sewer Connection Fee, is added to the Agreement as follows:

18. **Sewer Connection Fee.**
- a. **Connection Fee for New Connections.** LA CRESCENT shall pay LA CROSSE a sewer connection fee for each property, other than property located within the La Crosse city limits, which connects to the La Crescent Sewer System after January 1, 2020.
- b. **Connection Fee Charge Per REC.** Sewer connection fees shall be determined on a per residential equivalent connection ("REC") basis. One REC represents 126 gallons per day, which is the estimated average volume of wastewater discharged by an average residential user to the La Crosse Sewer System. Each single-family residential property is assigned one REC. Each multi-family residential property shall be considered to have the number of REUs equal to the number of dwelling units contained in the structure. Each non-residential property is assigned RECs based upon estimated usage compared to that of an average residential user. For each new non-residential connection, LA CRESCENT shall prepare and submit a usage estimate for review and approval by LA CROSSE.
- c. **Amount of Connection Fee Per REC.** The amount of the sewer connection fee for 2019 is \$730.00 per REC. The amount of the sewer connection fee shall remain in effect unless revised in accordance with the Alternative 2 methodology used in the "La Crosse Rate Study" prepared by Trilogy Consulting, LLC, dated January 2016, the relevant portion of which is attached as Exhibit D hereto. Changes to the unit cost per REC must be approved by the La Crosse Common Council. Unless otherwise approved by the La Crosse Common Council, changes in the sewer connection fee shall be effective on January 1, with notice provided to LA CRESCENT on or before the preceding September 1.
- d. **Notification of Connections and Payment of Fees.** LA CRESCENT shall provide LA CROSSE a copy of every permit issued by LA CRESCENT for each sewer connection from new properties or areas connecting to the La Crescent Sewer System. Within 10 days after each connection is completed, LA CRESCENT shall provide LA CROSSE with a copy of the inspection report of the connection along with payment of the applicable sewer connection fee for the property.
- e. **Failure to Timely Pay Connection Fee.** If a sewer connection fee is not timely paid as required by subsection d, the unpaid sewer connection fee shall be subject to interest at the rate of one and one-half percent (1.5%) per month.
- f. **Uniform Application.** LA CRESCENT shall be required to pay the sewer connection fee only for periods of time that similarly situated property owners in LA CROSSE are required to pay such fee and in the same amount.

- 3. Exhibit D, an excerpt from the La Crosse Rate Study, prepared by Trilogy Consulting, LLC, dated January 2016, containing the calculation of the connection fee, is added and made a part of this Agreement.
- 4. Map 1 showing the area referred as the "Horse Track Meadows Development," the "Apple Blossom Point Development," and the "Stoney Point Development" is added and made a part of this Agreement.
- 5. Except as amended hereby, the Agreement for Sanitary Sewer Conveyance and Treatment dated January 11, 2007 shall remain unchanged and in full force and effect.

WITNESS:

Joseph C. Mill  
Joseph C. Mill

CITY OF LA CROSSE

By: Mikel Poellinger  
Mikel Poellinger, Mayor

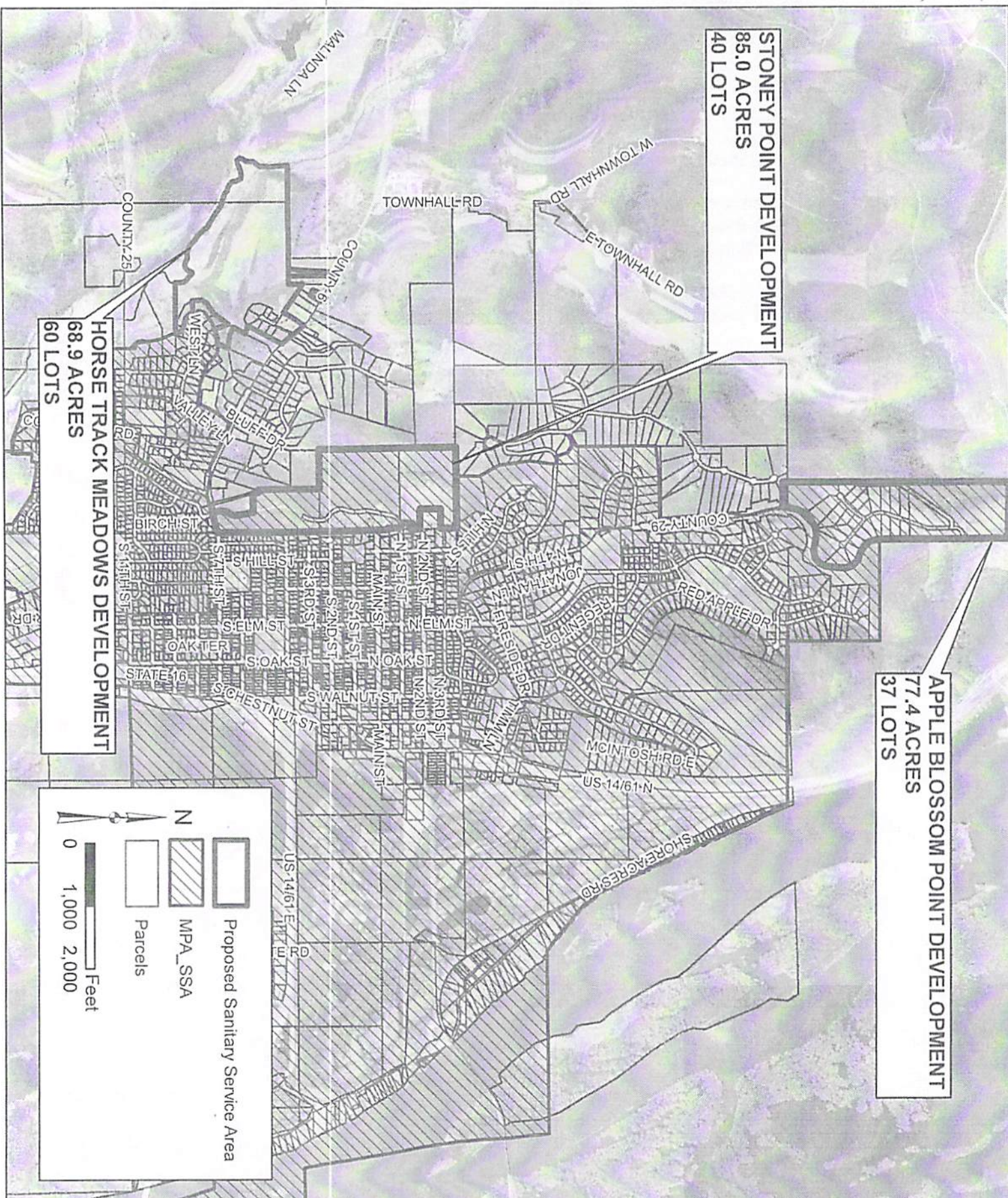
By: Bill Waller, City Administrator  
Bill Waller, City Administrator

CITY OF LA CROSSE

By: Timothy Kabat  
Timothy Kabat, Mayor

By: Teri Lehrke  
Teri Lehrke, City Clerk





**STONEY POINT DEVELOPMENT**  
 85.0 ACRES  
 40 LOTS

**HORSE TRACK MEADOWS DEVELOPMENT**  
 68.9 ACRES  
 60 LOTS

**APPLE BLOSSOM POINT DEVELOPMENT**  
 77.4 ACRES  
 37 LOTS

**N**

0 1,000 2,000 Feet

- Proposed Sanitary Service Area
- MPA\_SSA
- Parcels

**LA CRESCENT  
 MINNESOTA**

**SANITARY SERVICE AREA**

**whks**

engineers + planners + land surveyors