



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final

Board of Public Works

Monday, March 30, 2026

10:00 AM

Council Chambers
City Hall, First Floor

The Board of Public Works meeting is open for in-person attendance and will also be conducted through video conferencing. The meeting can be viewed by visiting the Legislative Information Center (<https://cityoflacrosse.legistar.com/Calendar.aspx>) and clicking on the video link to the far right in the meeting list.)

Call to Order

Roll Call

Shaundel Washington-Spivey, Tamra Dickinson, Erin Goggin, Matt Gallager, Andrea Trane.

Approval of Minutes

Minutes from March 23, 2026.

Agenda Items:

[25-1170](#) Construction Contract Final Payments.

[25-1172](#) Bidder's Proof of Responsibility.

[26-0204](#) Resolution dedicating City property, Lot 42 of Sexauer's Addition, to the public for right-of-way purposes and approving request from Badger Corrugating Company to vacate a portion thereof.

Sponsors: Trost

[26-0238](#) Resolution allocating unused Sanitary Sewer funds for the final payment on the Waste Water Treatment Plant upgrades.

Sponsors: Newberry

2 [26-0247](#) Approval of Payment list of Easement Acquisitions for Highway 16.

[26-0249](#) Public Hearing - Application of Gerke Excavating for a Limited Exemption for Construction Noise for installation of watermain along HWY 16 from La Crosse Street to Viterbo Sports Complex.

[26-0296](#) Donohue Service 's WWTP Loading Rerate.

[26-0319](#) Construction Contract Change Orders.

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.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1170

Agenda Date: 3/30/2026

Version: 1

Status: Agenda Ready

In Control: Board of Public Works

File Type: General Item



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1172

Agenda Date: 3/30/2026

Version: 1

Status: Agenda Ready

In Control: Board of Public Works

File Type: General Item

BIDDERS PROOF OF RESPONSIBILITY FOR BPW MEETING

3/30/2026

<u>CONTRACTOR</u>	<u>ADDRESS</u>	2026-2027 BID	<u>WORK PERFORMED</u>
		PRE-QUALIFICATION	
AUGUST WINTER & SONS, INC.	N850 CTY RD CB, APPLETON, WI 54912	\$134,292,660.00	PLUMBING, HVAC, PROCESSING PIPING, BUILDING DEMOLITION, ELECTRICAL, PUMP HOUSES AND LIFT STATIONS, ROOFING, WATER MAIN CONSTRUCTION, SITE GRADING, STORM & SANITARY SEWER LATERALS, SANITARY & STORM SEWER CONSTRUCTION
		PRE-QUALIFICATION VALID UNTIL 06/01/2026	
WAPASHA CONSTRUCTION CO INC	927 EAST KING STREET, WINONA, MN 55987	\$21,575,132.00	GENERAL CONSTRUCTION, WASTEWATER TREATMENT PLANTS, SWIMMING POOLS, COMMERCIAL PROPERTY, CONCRETE PAVING, PAINTING, PLUMBING, PUMP HOUSES & LIFT STATIONS



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0204

Agenda Date: 4/2/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number: 3.

Resolution dedicating City property, Lot 42 of Sexauer’s Addition, to the public for right-of-way purposes and approving request from Badger Corrugating Company to vacate a portion thereof.

RESOLUTION

WHEREAS, the statutory dedication of Lot 42 to the public for right-of-way purposes has not occurred; and

WHEREAS, the City of La Crosse acquired ownership of Lot 42 in 1940 and soon thereafter the public made use of said lot as a street; and

WHEREAS, the City of La Crosse constructed street improvements on Lot 42 in 1978 and continues to maintain those improvements; and

WHEREAS, Badger Corrugating Company had requested the City of La Crosse vacate a nine (9) foot wide strip along the west side of the 1800 block of 13th Street South, the intent being for said strip to extend North through Lot 42; and

WHEREAS, the Common Council of the City of La Crosse approved said vacation request in Resolution 2025-12-018 and it is in the interest of public convenience, health, safety, and general welfare, to extend said vacation North to complete the intent of the original request; and

WHEREAS, the public interest requires the dedication and partial vacation of certain streets within the corporate limits of the City of La Crosse and such dedication and partial vacation should be done as expeditiously as possible.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council, City of La Crosse that it hereby declares that the public interest requires Lot 42 of Sexauer’s Addition be dedicated to the public for right-of-way purposes as described by the legal description and map attached as Exhibit “A.”

BE IT FURTHER RESOLVED that a portion of the land dedicated as described above is hereby ordered vacated per the request of Badger Corrugating Company and as described by the legal description and map attached as Exhibit “B”, subject, however, to any and all reservations for any and all public and private utilities.

BE IT FURTHER RESOLVED the Board of Public Works and staff are authorized to take all steps necessary to effectuate this resolution.

Abutting Properties (of area to be vacated):

Tax Parcel	Owner Name	Property Address	Mailing Address	City State Zip
17-50003-100	CITY OF LACROSSE	1301 HYDE AVE	400 LA CROSSE ST	LA CROSSE WI 54601
	BADGER CORRUGATING CORP	1211 & 1219 TRAVIS ST 1801, 1809, 1811 WEST AVE S	1801 WEST AVE S	LA CROSSE WI 54601-6239



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

Exhibit "A"
Legal Description
for
Dedication of 13th Street Right-of-Way

Lot 42 of Sexauer's Addition to the City of La Crosse located in the Southwest Quarter of the Northeast Quarter, Section 8, Township 15 North, Range 7 West, La Crosse County, Wisconsin.

See attached map.

Drafted by: KJC, 02/2026

Checked by: JMC, 02/2026

EXHIBIT "A" MAP



NOT TO SCALE

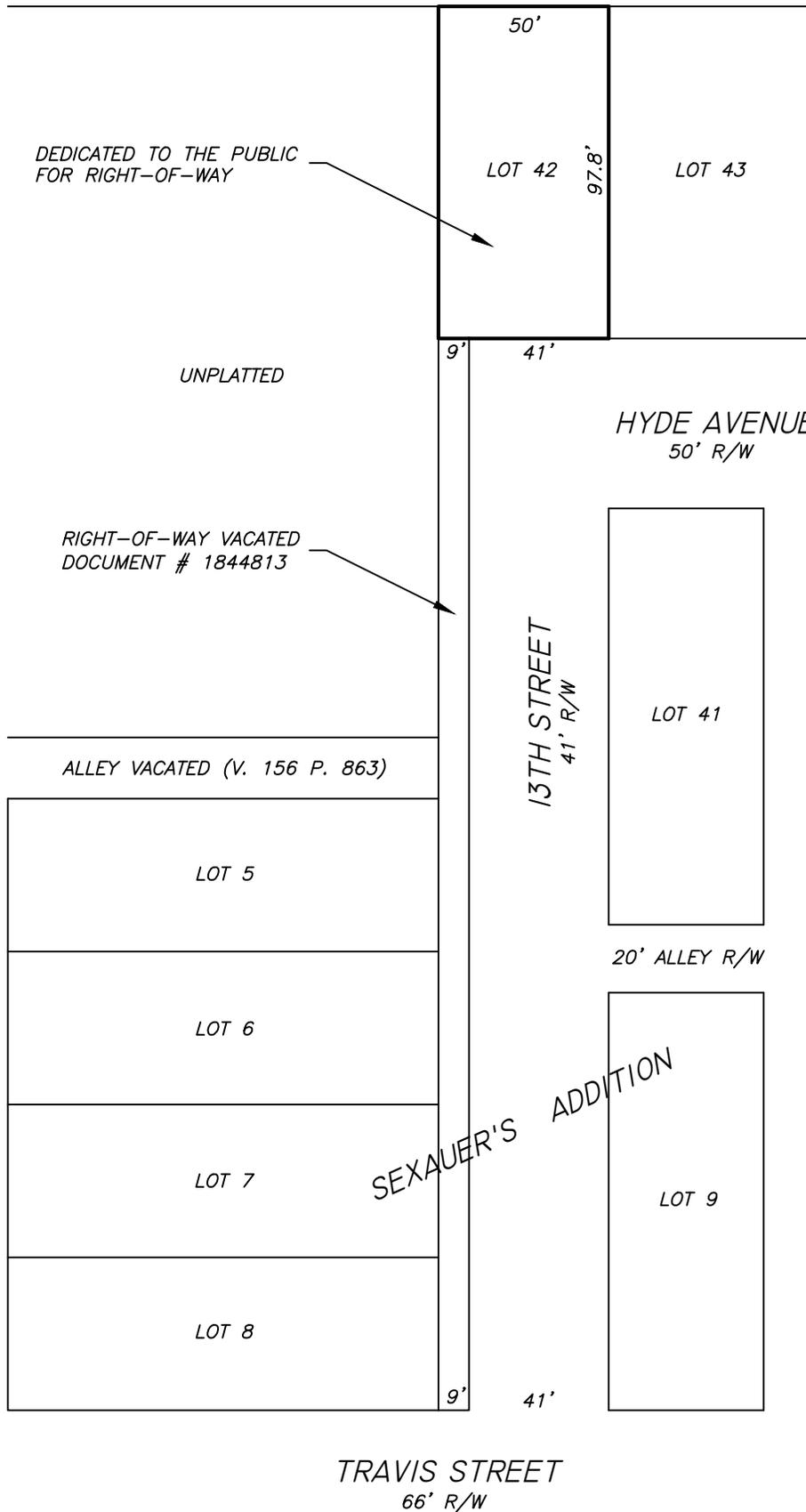


Exhibit "B"
Legal Description

for

Partial Vacation of 13th Street

That part of Sexauer's Addition to the City of La Crosse located in the Southwest Quarter of the Northeast Quarter, Section 8, Township 15 North, Range 7 West, La Crosse County, Wisconsin described as follows:

Commencing at the southwest corner of Lot 43 of Sexauer's Addition; thence westerly along the north right-of-way line of Hyde Avenue a distance of 41.00 feet to the northeast corner of that part of 13th Street vacated in Document Number 1844813 and the point of beginning; thence westerly continuing along said north right-of-way line a distance of 9.00 feet to the northwest corner of that part of 13th Street vacated in said document and the west line of Sexauer's Addition; thence northerly along said west line to the north line of Sexauer's Addition; thence easterly along said north line a distance of 9.00 feet; thence southerly parallel with the east right-of-way line of 13th Street to the point of beginning.

See attached map.

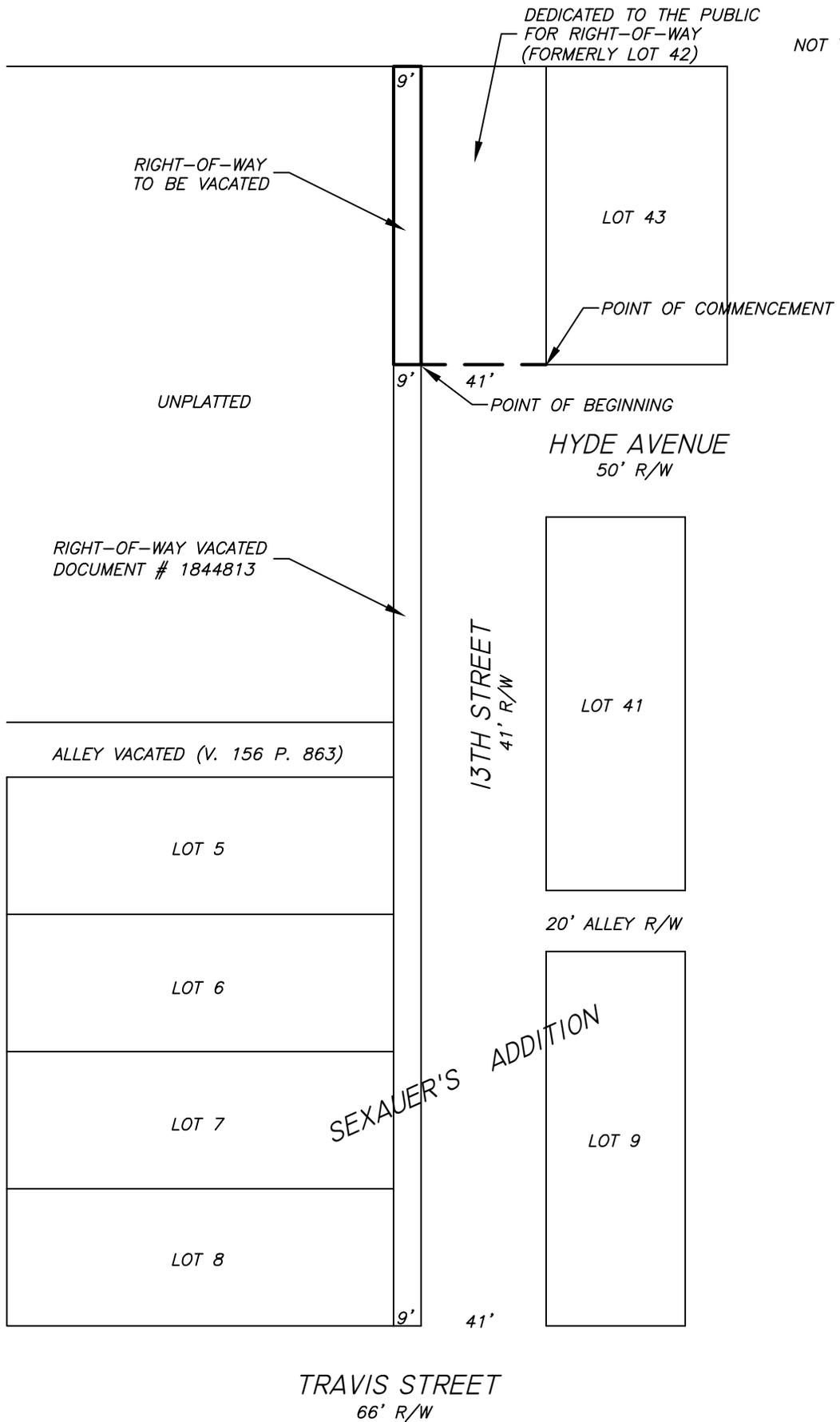
Drafted by: KJC, 02/2026

Checked by: JMC, 02/2026

EXHIBIT "B" MAP



NOT TO SCALE



Tax Parcel	OwnerName	Property Address	Mailing Address	MailCityStateZip	Parcel Abutting Area to be vacated Needs Service	Notice Mailed for Non-abutting property
17-50266-10	BADGER CORRUGATING CORP	1211 & 1219 TRAVIS ST				
17-50003-80	BRIAN L PETERSON	1801, 1809, 1811 WEST AVE S	1801 WEST AVE S	LA CROSSE WI 54601-6239	Abutting - service required	X
17-50003-100	CITY OF LACROSSE	1306 HYDE AVE	1306 HYDE AVE	LA CROSSE WI 54601	Not abutting	YES
17-50003-90	DANIEL A GABEL, SARAH A GABEL	1301 HYDE AVE	400 LA CROSSE ST	LA CROSSE WI 54601	Abutting - service on self not required	X
17-50003-60	DAVID D CHRISTIANSON, BARBARA A CHRISTIANSON	1302 HYDE AVE	1302 HYDE AVE	LA CROSSE WI 54601-6363	Not abutting	YES
17-50003-140	DORI L WALSH (LE), DORI L WALSH LIVING TRUST	1316 HYDE AVE	1316 HYDE AVE	LA CROSSE WI 54601-6363	Not abutting	YES
17-30041-40	ELIZABETH BRAGUE	1319 HYDE AVE	1319 HYDE AVE	LA CROSSE WI 54601	Not abutting	YES
17-50003-110	ELLEN S BERG	1235 GREEN BAY ST	1235 GREEN BAY ST	LA CROSSE WI 54601-6265	Not abutting	YES
17-50265-60	GREEN BAY STREET PROPERTIES LLC	1303 HYDE AVE	1303 HYDE AVE	LA CROSSE WI 54601-6347	Not abutting	YES
17-50004-10	GREGORY J PRETASKY	1300 GREEN BAY ST	1801 WEST AVE S	LA CROSSE WI 54601	Not abutting	YES
17-30041-30	J&L REAL ESTATE LLC	1325 HYDE AVE	1325 HYDE AVE	LA CROSSE WI 54601-6347	Not abutting	YES
17-50003-40	JADE A MILLER, MITCHELL G THIES	1231 & 1233 GREEN BAY ST	PO BOX 355	COON VALLEY WI 54623	Not abutting	YES
17-50003-130	JENNY JOLLY	1324 HYDE AVE	1324 HYDE AVE	LA CROSSE WI 54601-6363	Not abutting	YES
17-50600-10	LANOGA CORPORATION C/O 1701 WEST LLC	1311 HYDE AVE	1311 HYDE AVE	LA CROSSE WI 54601-6347	Not abutting	YES
17-50003-50	LEE H GROSSKREUTZ, ROSEMARY I GROSSKREUTZ	1701 WEST AVE S	PO BOX 1621	LA CROSSE WI 54602-1621	Not abutting	YES
17-50001-70	LINDA J BIRKLE	1320 HYDE AVE	1320 HYDE AVE	LA CROSSE WI 54601-6363	Not abutting	YES
17-50001-80	MADLINE M BERGER, DREW D BERGER	1311 TRAVIS ST	1311 TRAVIS ST	LA CROSSE WI 54601	Not abutting	YES
17-50003-120	MATTHEW WILTGEN, KYLIE WILTGEN	1315 TRAVIS ST	1315 TRAVIS ST	LA CROSSE WI 54601-6343	Not abutting	YES
17-50001-90	MICHAEL J CADE	1307 HYDE AVE	1307 HYDE AVE	LA CROSSE WI 54601-6347	Not abutting	YES
17-30041-10	MICHAEL T MYSLIWIEC	1319 TRAVIS ST	1319 TRAVIS ST	LA CROSSE WI 54601	Not abutting	YES
17-30040-140	PAULA J OCONNOR	1223 GREEN BAY ST	1223 GREEN BAY ST	LA CROSSE WI 54601-6265	Not abutting	YES
17-30041-50	PAULO PIRES	1215 GREEN BAY ST	1215 GREEN BAY ST	LA CROSSE WI 54601-6265	Not abutting	YES
17-30041-20	PREFERRED PROPERTIES LLC	1241 & 1243 GREEN BAY ST	411 FALLS RD STE 100	GRAFTON WI 53024	Not abutting	YES
17-50001-50	ROBERT P DAYTON	1225 & 1227 GREEN BAY ST	1400 PINE ST	LA CROSSE WI 54601	Not abutting	YES
17-50001-10	SCOTT M MCLEES, JAN L MCLEES	1301 TRAVIS ST	1301 TRAVIS ST	LA CROSSE WI 54601	Not abutting	YES
17-50001-60	TYLER J DERKS	1833 WEST AVE S	1833 WEST AVE S	LA CROSSE WI 54601-6239	Not abutting	YES
17-30041-60	VANG HOUA THAO, SENGYA YANG	1307 TRAVIS ST	1307 TRAVIS ST	LA CROSSE WI 54601	Not abutting	YES
17-50003-70	VITOMIR DROBNJAKOVIC, DANIELLE D MCBRIDE	1245 GREEN BAY ST	1245 GREEN BAY ST	LA CROSSE WI 54601-6265	Not abutting	YES
		1310 HYDE AVE	1310 HYDE AVE	LA CROSSE WI 54601-6363	Not abutting	YES

Properties above are within 300 feet of area to be vacated on 13th Street.

Area requested to be vacated shown as 



Resolution dedicating City property, Lot 42 of Sexauer’s Addition, to the public for right-of-way purposes and approving request from Badger Corrugating Company to vacate a portion thereof.

RESOLUTION

WHEREAS, the statutory dedication of Lot 42 to the public for right-of-way purposes has not occurred; and

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EXHIBIT "A" MAP



NOT TO SCALE

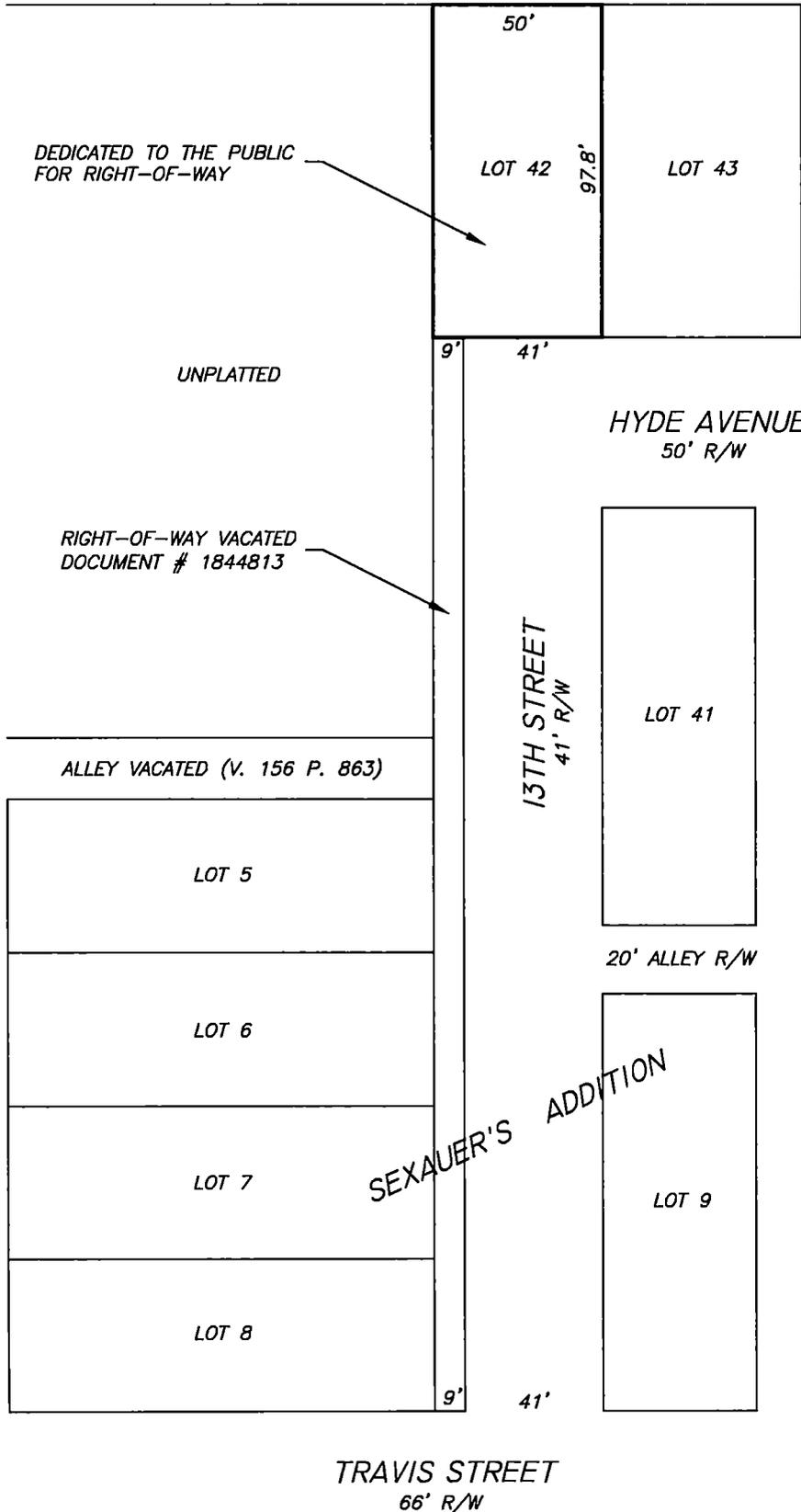


Exhibit "A"
Legal Description
for
Dedication of 13th Street Right-of-Way

Lot 42 of Sexauer's Addition to the City of La Crosse located in the Southwest Quarter of the Northeast Quarter, Section 8, Township 15 North, Range 7 West, La Crosse County, Wisconsin.

See attached map.

Drafted by: KJC, 02/2026

Checked by: JMC, 02/2026

Exhibit "B"
Legal Description
for
Partial Vacation of 13th Street

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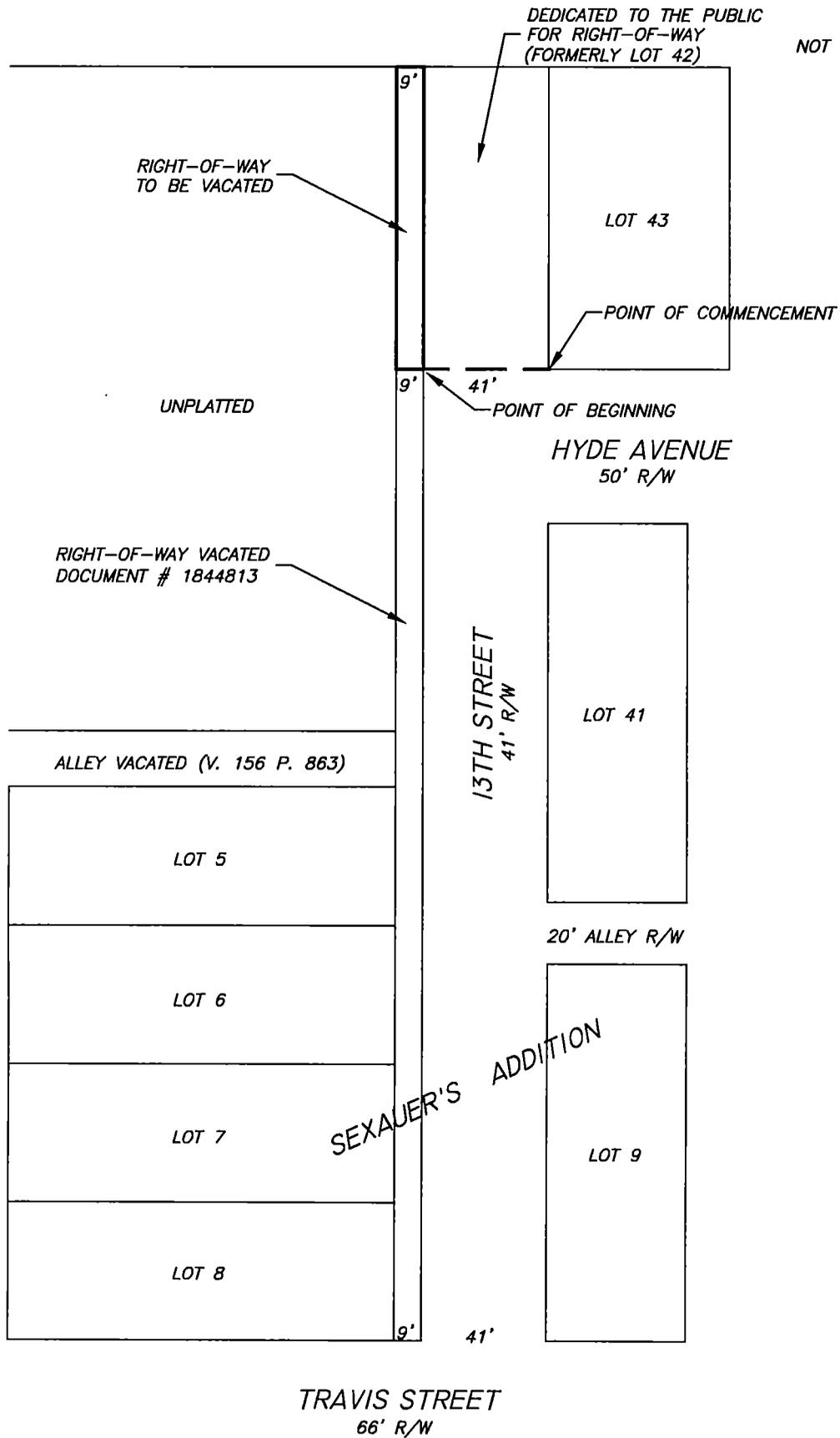
Drafted by: KJC, 02/2026

Checked by: JMC, 02/2026

EXHIBIT "B" MAP



NOT TO SCALE



NOTICE OF HEARING TO VACATE A PORTION OF STREET

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

That part of Sexauer's Addition to the City of La Crosse located in the Southwest Quarter of the Northeast Quarter, Section 8, Township 15 North, Range 7 West, La Crosse County, Wisconsin described as follows:

Commencing at the southwest corner of Lot 43 of Sexauer's Addition; thence westerly along the north right-of-way line of Hyde Avenue a distance of 41.00 feet to the northeast corner of that part of 13th Street vacated in Document Number 1844813 and the point of beginning; thence westerly continuing along said north right-of-way line a distance of 9.00 feet to the northwest corner of that part of 13th Street vacated in said document and the west line of Sexauer's Addition; thence northerly along said west line to the north line of Sexauer's Addition; thence easterly along said north line a distance of 9.00 feet; thence southerly parallel with the east right-of-way line of 13th Street to the point of beginning.

YOU ARE FURTHER NOTIFIED THAT a public hearing thereon will be held before the Finance and Personnel Committee of the Common Council on April 2, 2026 at 6:00 p.m. in the Council Chambers of City Hall, 400 La Crosse St. La Crosse St., at which time any and all may be heard for or against the vacation of said street.

Such matter will also be acted upon by the City Plan Commission at 4:00 p.m. on March 30, 2026 (public speaking is allowed), and by the Common Council on April 9, 2026 at 6:00 p.m., both meetings will take place in the Council Chambers at City Hall, 400 La Crosse St.

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

The above referenced Resolution and relevant attachments may be examined in the Legislative Information Center which can be accessed from the City website at www.cityoflacrosse.org (search for file 26-0204).

Dated this 25th day of February, 2026.

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

Published in the La Crosse Tribune on March 12, 19, & 26, 2026
One (1) Affidavit



February 25, 2026

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

Re: Resolution dedicating City property, Lot 42 of Sexauer's Addition, to the public for right-of-way purposes and approving request from Badger Corrugating Company to vacate a portion thereof.

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

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

Sincerely,

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

Enclosures

Office of City Clerk



February 25, 2026

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

Re: Resolution dedicating City property, Lot 42 of Sexauer's Addition, to the public for right-of-way purposes and approving request from Badger Corrugating Company to vacate a portion thereof.

- See attached Exhibit A for legal descriptions and map of area to be dedicated as right-of-way.
- See attached Exhibit B for legal descriptions and map of area to be vacated.

Shift Commander:

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

OwnerName	Address	City State Zip
BADGER CORRUGATING CORP	1801 WEST AVE S	LA CROSSE WI 54601-6239

Please be advised that service needs to be made no later than Tuesday, March 3, 2026.

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

Please let me know if you have any questions.

Regards,

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

AFFIDAVIT OF PUBLICATION

Lacrosse Tribune
1407 St. Andrew St., La Crosse, WI 54603
(866) 735-5631

Retain this portion for your records. Please do not remit payment until you receive your advertising invoice.

State of Florida, County of Broward, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of Lee Enterprises, publishers of Lacrosse Tribune, a newspaper at, La Crosse, for county of La Crosse, in the state of Wisconsin, and that an advertisement of which the annexed is a true copy, taken from said paper, was published, therein on the dates listed below.

PUBLICATION DATES:

March. 12 2026, March. 19 2026, March. 26 2026

NOTICE ID: z4AifRx3Ci3xCOCwc6zn

PUBLISHER ID: COL-WI-102075

NOTICE NAME: 13th St. - ROW Dedication & Partial Vacation

Publication Fee: \$243.54

Section: Legals

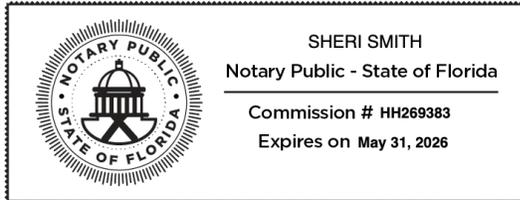
Category: 0001 Wisconsin Legals

Anjana Bhadoriya

(Signed) _____

VERIFICATION

State of Florida
County of Broward



Subscribed in my presence and sworn to before me on this: 03/26/2026

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

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Dated this 25th day of February, 2026.

Per Order of the Common Council

Nikki Eisen
City Clerk of the City of
La Crosse, Wisconsin
3/12, 3/19, 3/26 LAC
COL-WI-102075 WNAXLP

Agenda Item 26-0204 (Tim Acklin)

Resolution dedicating City property, Lot 42 of Sexauer's Addition, to the public for right-of-way purposes and approving request from Badger Corrugating Company to vacate a portion thereof.

General Location

Council District 10, located along the western portion of 13th Street S between Hyde Ave and Travis Street as depicted on attached MAP 26-0204. Adjacent uses include single-family homes to the east, single-family homes and light industrial to the south, Badger Corrugating to the west and north.

Background Information

As part of the redevelopment of their campus Badger Corrugating requested to vacate the western 9ft of 13th Street S between Hyde Ave and Travis Street, which was approved by the Common Council at their December 2025 meeting. The applicant had a Street Privilege Permit to use this portion of the street for approximately 25 employee parking spaces but wanted to have it vacated so it could be permanently incorporated into their parcel.

This subject Resolution is administrative in nature. It finalizes the portion of the vacation that was city owned land by identifying what will be vacated and formerly dedicating City owned land as public right -of-way (street) as it had not been done prior.

See attached plans and information for more information.

Recommendation of Other Boards and Commissions

The Common Council approved the vacation at their December 2025 meeting.

It will be reviewed by the Board of Public Works at their March 30, 2026, meeting.

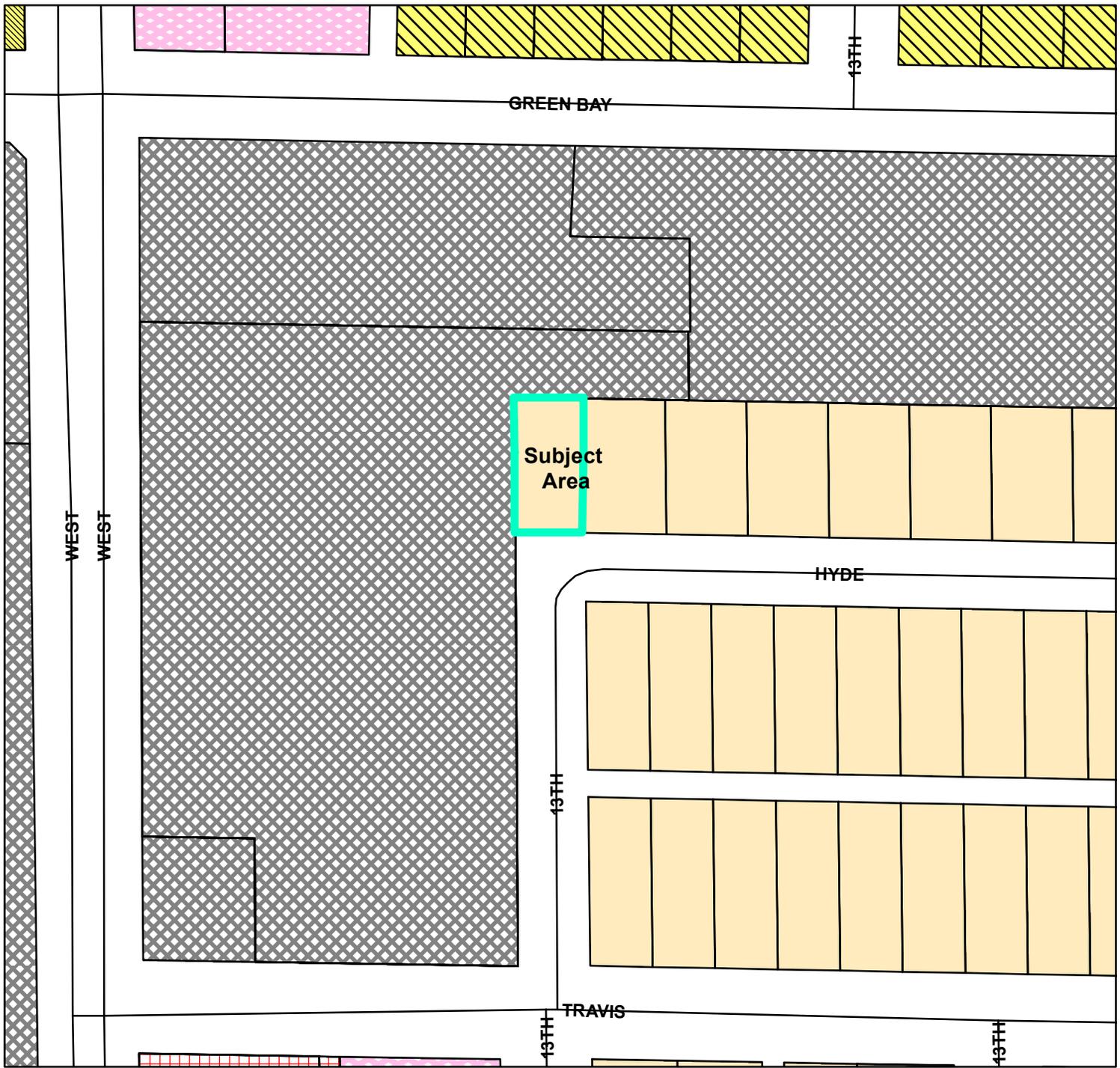
Consistency with Adopted Comprehensive Plan

The Comprehensive Plan does not specifically address ROW vacations. However, improving opportunities and pathways for our employers to operate and grow is a major goal in the Comprehensive Plan.

Staff Recommendation

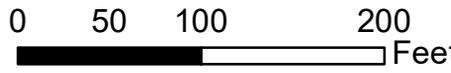
This item is recommended for approval.

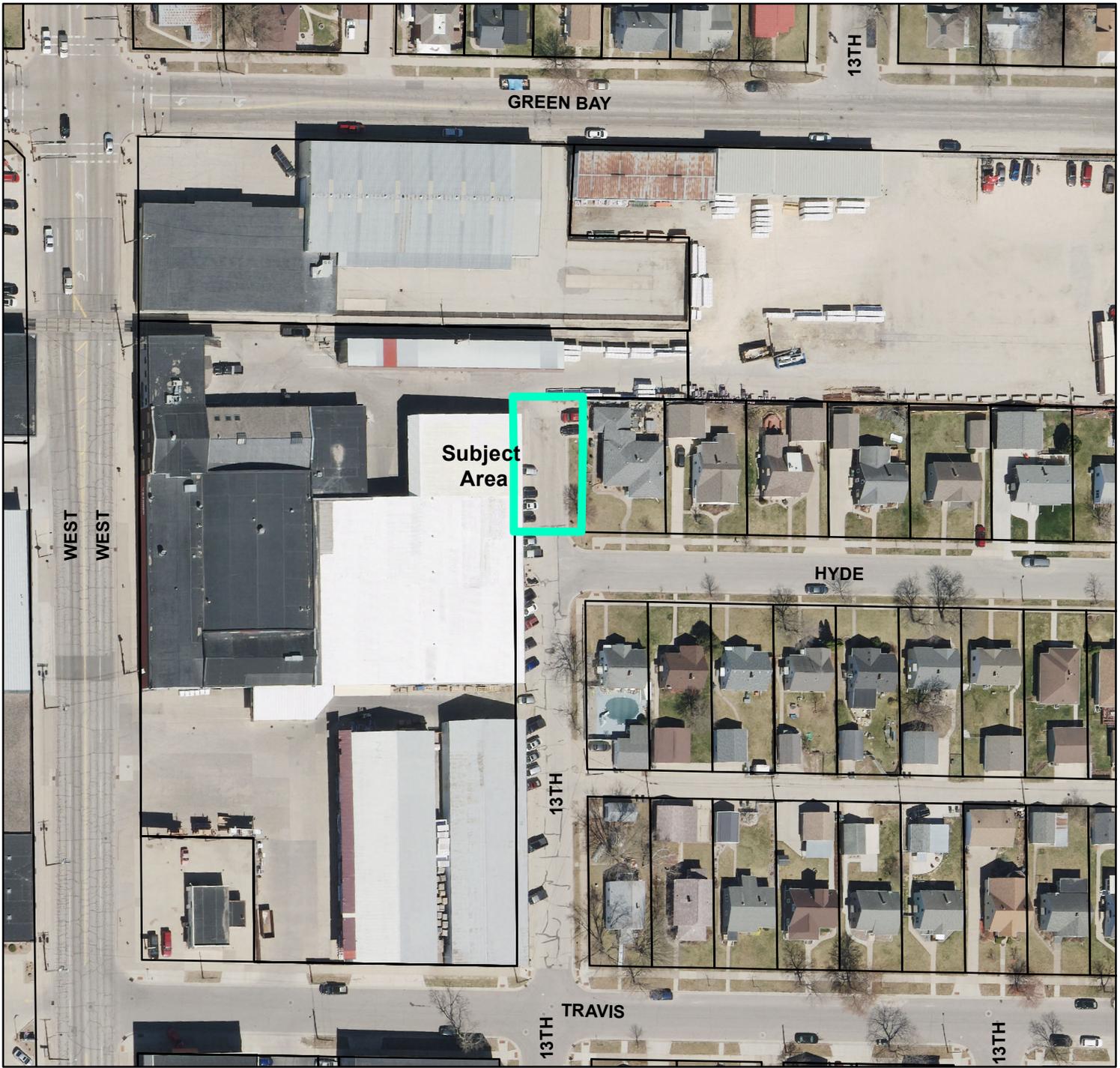
Routing F&P 4.02.26



BASIC ZONING DISTRICTS

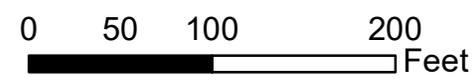
- R1 - SINGLE FAMILY
- R2 - RESIDENCE
- WR - WASHBURN RES
- R3 - SPECIAL RESIDENCE
- R4 - LOW DENSITY MULTI
- R5 - MULTIPLE DWELLING
- R6 - SPECIAL MULTIPLE
- PD- PLANNED DEVELOP
- TND - TRAD NEIGH DEV.
- C1 - LOCAL BUSINESS
- C2 - COMMERCIAL
- C3 - COMMUNITY BUSINESS
- M1 - LIGHT INDUSTRIAL
- M2 - HEAVY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





BASIC ZONING DISTRICTS

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





City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0238

Agenda Date: 4/2/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution allocating unused Sanitary Sewer Utility funds and encumbering funds to project WWTP-21-048 (Wastewater Treatment Upgrade) for change order completion and project closeout.

RESOLUTION

WHEREAS, the City of La Crosse previously approved the use of Clean Water Funding, including partial loan forgiveness, for an approximate \$65M upgrade project at the Wastewater Treatment Plant (WWTP); and

WHEREAS, the project facilitated the construction upgrade to the WWTP, to meet low level phosphorus limits, expand capacity, produce class A Biosolids, and create its own electricity; and

WHEREAS, a Capital Improvement Plan construction project was previously created and a contract awarded as WWTP-21-048, via Res. 21-0581, and said project is substantially complete; and

WHEREAS, the five-year project has been complex, with changes managed to address necessary additions or removals of work from the project, due to site conditions, new industrial processes, and emerging technologies, and nearing completion there are additional funds are required to cover the final change order; and

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes use of available funding *from*:

Unused Sanitary Sewer Utility funds (Cash)	\$120,000
--	-----------

And allocating said funds *to*:

WWTP-21-048	\$120,000
-------------	-----------

BE IT FURTHER RESOLVED that final reimbursement from the Department of Natural Resources through the State of Wisconsin Clean Water Fund shall refund the Sanitary Sewer Utility fund used for this encumbrance.

BE IT FURTHER RESOLVED that City staff are hereby authorized to effectuate this resolution.



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID 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: 26-0247

Agenda Date: 3/30/2026

Version: 1

Status: Agenda Ready

In Control: Board of Public Works

File Type: General Item

Agenda Number: 2

CHECK REQUEST

EDF 25-030
Highway 16 New Water Transmission Line
City of La Crosse, STH 16
La Crosse County, La Crosse, WI

Mail the checks to:
Right of Way Professionals, Inc.
Attn: Adam Literski
2215 E. Clairemont Avenue, Suite 1
Eau Claire, WI 54701

Parcel	Amount	Payable to	Conveyance
A	\$10,000.00	Les Manske & Sons, Inc. W4845 N. Chipmunk Road Stoddard, WI 54658-9728	Water Main Easement
B	\$20,000.00	Matzke Properties LAX, LLC N2883 State Road 16 La Crosse, WI 54601	Water Main Easement
C	\$12,500.00	Patrick M. Young N2873 State Road 16 La Crosse, WI 54601	Water Main Easement
D	\$12,000.00	La Crosse Losey Corner, LLC 2401 La Crosse Street La Crosse, WI 54601	Water Main Easement and TLE
Total	\$54,500.00		

Submitted by: Adam Literski

Date: 3/26/2026

RIGHT OF WAY PROFESSIONALS, INC.

PROJECT MANAGEMENT, ACQUISITION, RELOCATION & PROPERTY MANAGEMENT

March 13, 2026

VIA EMAIL

City of La Crosse
Attn: Kyle Coman
400 La Crosse Street
La Crosse, WI 54481

Re: Project ID: Water Main Easements
City of La Crosse, STH 16
La Crosse County
Parcel No. A, N2895 State Road 16

Enclosed is a signed copy of the conveyance, Statement to Construction Engineer form, and W9 form for Parcel A on the State Road 16 Water Main Easement project.

If you agree, please return to me a check payable to the following for the below amount:

Parcel	Check Payable To	Amount of Payment
A	Les Manske & Sons, Inc. W4845 N. Chipmunk Road Stoddard, WI 54658-9728	\$10,000.00

Please return the check to me:
Right of Way Professionals, Inc.
Attn: Adam Literski
2215 E. Clairemont Avenue, Suite 1
Eau Claire, WI 54701

I will distribute the check to the owner and record the conveyance with the La Crosse County Register of Deeds, following receipt of the check.

If you have questions, please call me at (715) 830-0544. Thank you!

Sincerely,
Right of Way Professionals, Inc.



Adam Literski
Agent for The City of La Crosse

EASEMENT DEED FOR PUBLIC UTILITIES

For Ten Thousand and no/100 Dollars (\$10,000.00), the receipt whereof is hereby acknowledged, **Les Manske & Sons, Inc.** of the City of La Crosse, La Crosse County, State of Wisconsin, do hereby grant to the **City of La Crosse**, La Crosse County, Wisconsin, a municipal corporation, its successors and assigns, a permanent easement to lay, maintain, operate, repair and remove public utilities and appurtenant facilities within a strip through, over and under the following described real estate, to-wit:

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:
River Bank

This space is reserved for recording data
Return to City of La Crosse c/o Right of Way Professionals Inc Attn: Adam Literski 2215 E. Clairemont Avenue, Suite 1 Eau Claire, WI 54701
Parcel Identification Number/Tax Key Number 09-01317-000

This easement is granted on the following conditions:

1. Standard concrete or asphalt pavement, such as for driveways, parking lots, etc. maybe placed in the easement. The City will be responsible for removal and replacement, if required for utility maintenance or replacement.
2. Above grade structures, such as buildings, towers, power poles, billboards, etc. are not permitted in the easement without approval of the Board of Public Works.
3. Readily removable/replaceable signs (single post signs) are permitted.
4. Tree and shrub planting are not permitted within the easement without approval of the Board of Public Works. Flower and/or vegetable gardens are permitted, but the City is not responsible for any repairs, damages, losses or replacements to the garden if itis disturbed for utility maintenance, replacement or removal.
5. The City may, at the City’s option, cut brush and trees and/or mow grass and weeds in utility easements.
6. If the City disturbs grassed areas for utility maintenance, replacement or removal, the City will restore with seed and/or sod at the City’s option. The City will provide erosion control measures.
7. The ground surface grade in the easement may not be changed more than one foot without prior approval of the Board of Public Works.

8. Concrete rubble, asphalt rubble, stone or rock exceeding 6" in the largest dimension (except as needed for rip-rap), demolition debris or other rubble shall not be placed within the easement.

9. Water service lines (building laterals, etc.) that are within the easement must have an isolation valve within the easement. Service isolation valves may be no nearer than six feet from the edge of the easement. The service isolation valve will be either an approved water main valve and valve box, or a service curb stop on lines 2" in diameter or less.

10. Valve boxes, manholes (personnel access ports), curb stop boxes, sewer cleanouts, pull boxes, hydrants, etc. must be accessible and maintained at surface grade.

Les Manske & Sons, Inc.

In executing this document, the undersigned affirms that he/she is the manager of Les Manske & Sons, Inc. and is duly authorized by the company to execute this document.

Mark Manske 3-11-26
Signature Date

BY: Mark Manske Owner
Print Name & Title

3-11-2026
Date

Signature Date

BY: _____
Print Name & Title

State of Wisconsin)
La Crosse County) ss.

On the above date, this instrument was acknowledged before me by the named person(s)

The signer was: Physically in my presence. OR

____ In my presence involving the use of communication technology.

Adam Literksi
Signature, Notary Public, State of Wisconsin

Adam Literksi
Print Name, Notary Public, State of Wisconsin

4-21-26
Date Commission Expires



Legal Description of Acquisition
WATER MAIN EASEMENT DESCRIPTION

Located in the Southwest Quarter of the Southeast Quarter of Section 28, Township 16 North, Range 7 West, Town of Medary, La Crosse County, Wisconsin and described as follows:

Commencing at the southeast corner of said Section 28; thence North $89^{\circ}35'53''$ West coincident with the south line of said Southeast Quarter a distance of 1740.56 feet to the westerly right-of-way line of State Highway 16 and the point of beginning; thence North $89^{\circ}35'53''$ West coincident with said south line a distance of 17.50 feet; thence North $08^{\circ}26'18''$ West a distance of 187.00 feet to the northerly line of a parcel described in Document Number 1727567 of La Crosse County records; thence South $88^{\circ}52'41''$ East coincident with said northerly line a distance of 5.00 feet to said westerly right-of-way line; thence southeasterly coincident with said westerly right-of-way line a distance of 116.35 feet on a curve concave easterly, having a radius of 2332.89 feet, chord bearing South $09^{\circ}57'04''$ East and chord length of 116.34 feet; thence South $15^{\circ}44'05''$ East coincident with said westerly right-of-way line a distance of 73.15 feet to the point of beginning.

Exhibit "A" attached hereto and made part hereof.

STATEMENT TO CONSTRUCTION ENGINEER

City of La Crosse

RE1528 01/2023 s. 84.09 Wis. Stats.

Copies to: project engineer and owner

Owner Name(s) Les Manske & Sons, Inc.	Property Address N2895 STATE ROAD 16 LA CROSSE 54601	Area code - phone Home: Cell:
	Mailing Address W4845 CHIPMUNK RD N STODDARD WI 54658	Work: Email:
Tenant, if any	Property Address	Area code - phone Home: Cell:
	Mailing Address	Work: Email:

Commitments made (fences, driveways, trees, drainage or other items):

- None

Other matters of interest and owner concerns:

<u>Mark Manske</u> Property Owner Signature	<u>3-11-26</u> Date	<u>Adam Literski</u> Negotiator Signature	<u>3-13-26</u> Date
<u>Mark Manske</u> Print Name and Title	<u>Owner</u>	<u>Adam Literski</u> Print Negotiator Name	

Commitments Approved:

Approving Authority Signature and Title _____
Date

Print Approving Authority Name

Project ID
Water Main Easement

County
La Crosse

Parcel No.
A

RIGHT OF WAY PROFESSIONALS, INC.

PROJECT MANAGEMENT, ACQUISITION, RELOCATION & PROPERTY MANAGEMENT

March 4, 2026

VIA EMAIL

City of La Crosse
Attn: Kyle Coman
400 La Crosse Street
La Crosse, WI 54481

Re: Project ID: Water Main Easements
City of La Crosse, STH 16
La Crosse County
Parcel No. B, N2883 State Road 16

Enclosed is a signed copy of the conveyance, Statement to Construction Engineer form, and W9 form for Parcel B on the State Road 16 Water Main Easement project.

If you agree, please return to me a check payable to the following for the below amount:

Parcel	Check Payable To	Amount of Payment
B	Matzke Properties LAX, LLC N2883 State Road 16 La Crosse, WI 54601	\$20,000.00

Please return the check to me:
Right of Way Professionals, Inc.
Attn: Adam Literski
2215 E. Clairemont Avenue, Suite 1
Eau Claire, WI 54701

I will distribute the check to the owner and record the conveyance with the La Crosse County Register of Deeds, following receipt of the check.

If you have questions, please call me at (715) 830-0544. Thank you!

Sincerely,
Right of Way Professionals, Inc.



Adam Literski
Agent for The City of La Crosse

EASEMENT DEED FOR PUBLIC UTILITIES

For Twenty Thousand and no/100 Dollars (\$20,000.00), the receipt whereof is hereby acknowledged, **Matzke Properties LAX, LLC** of the City of La Crosse, La Crosse County, State of Wisconsin, do hereby grant to the **City of La Crosse**, La Crosse County, Wisconsin, a municipal corporation, its successors and assigns, a permanent easement to lay, maintain, operate, repair and remove public utilities and appurtenant facilities within a strip through, over and under the following described real estate, to-wit:

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Minnwest Bank
WBD, Inc.

This easement is granted on the following conditions:

1. Standard concrete or asphalt pavement, such as for driveways, parking lots, etc. maybe placed in the easement. The City will be responsible for removal and replacement, if required for utility maintenance or replacement.
2. Above grade structures, such as buildings, towers, power poles, billboards, etc. are not permitted in the easement without approval of the Board of Public Works.
3. Readily removable/replaceable signs (single post signs) are permitted.
4. Tree and shrub planting are not permitted within the easement without approval of the Board of Public Works. Flower and/or vegetable gardens are permitted, but the City is not responsible for any repairs, damages, losses or replacements to the garden if itis disturbed for utility maintenance, replacement or removal.
5. The City may, at the City's option, cut brush and trees and/or mow grass and weeds in utility easements.
6. If the City disturbs grassed areas for utility maintenance, replacement or removal, the City will restore with seed and/or sod at the City's option. The City will provide erosion control measures.
7. The ground surface grade in the easement may not be changed more than one foot without prior approval of the Board of Public Works.

This space is reserved for recording data

Return to
City of La Crosse
c/o Right of Way Professionals Inc
Attn: Adam Literski
2215 E. Clairemont Avenue, Suite 1
Eau Claire, WI 54701

Parcel Identification Number/Tax Key Number
09-01358-001

Legal Description of Acquisition
WATER MAIN EASEMENT DESCRIPTION

Part of Lot 1 of Certified Survey Map recorded in Volume 16, Page 25 as Document Number 1638582, located in the Northwest Quarter of the Northeast Quarter of Section 33, Township 16 North, Range 7 West, Town of Medary, La Crosse County, Wisconsin and described as follows:

Commencing at the northeast corner of said Section 33; thence North $89^{\circ}35'53''$ West coincident with the north line of said Northeast Quarter a distance of 1740.56 feet to the westerly right-of-way line of State Highway 16, the northeast corner of said Lot 1 and the point of beginning; thence South $15^{\circ}24'44''$ East coincident with said westerly right-of-way line a distance of 161.89 feet to the beginning of a curve; thence southeasterly coincident with said westerly right-of-way line a distance of 89.63 feet on said curve to the southeast corner of said Lot 1, said curve being concave westerly, having a radius of 1095.92 feet, chord bearing South $12^{\circ}51'03''$ East and chord length of 89.61 feet; thence South $73^{\circ}26'26''$ West coincident with the southerly line of said Lot 1 a distance of 12.52 feet; thence North $01^{\circ}24'56''$ East a distance of 36.71 feet; thence North $15^{\circ}05'15''$ West a distance of 159.00 feet; thence North $55^{\circ}35'24''$ West a distance of 26.93 feet; thence North $07^{\circ}51'40''$ West a distance of 42.08 feet to the north line of said Northeast Quarter; thence South $89^{\circ}35'53''$ East coincident with said north line a distance of 17.50 feet to the point of beginning.

Exhibit "A" attached hereto and made part hereof.

STATEMENT TO CONSTRUCTION ENGINEER

City of La Crosse

RE1528 01/2023 s. 84.09 Wis. Stats.

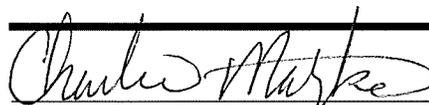
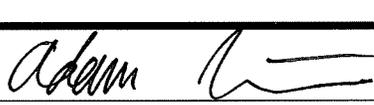
Copies to: project engineer and owner

Owner Name(s) Matzke Properties LAX, LLC	Property Address N2883 STATE ROAD 16 LA CROSSE 54601	Area code - phone Home: Cell:
	Mailing Address N2883 STATE ROAD 16 LA CROSSE WI 54601	Work: Email:
Tenant, if any	Property Address	Area code - phone Home: Cell:
	Mailing Address	Work: Email:

Commitments made (fences, driveways, trees, drainage or other items):

- When the contractor is actively working on the driveway, they will be required to maintain reasonable access, but there may be times when access cannot be given. After the pipeline work is completed, a temporary gravel driveway may be used until the concrete restoration crew arrives. When the concrete crew arrives, multiple pours will be used to maintain access to the property.

Other matters of interest and owner concerns:

	<u>3/3/2026</u>		<u>3-3-26</u>
Property Owner Signature	Date	Negotiator Signature	Date
<u>Charlie Matzke owner</u>		<u>Adam Literski</u>	
Print Name and Title		Print Negotiator Name	

Commitments Approved:

	<u>Civil Engineer P.E.</u>	<u>3/3/2026</u>
Approving Authority Signature and Title		Date
<u>Evan Rothwell</u>		
Print Approving Authority Name		

Project ID
Water Main Easement

County
La Crosse

Parcel No.
B

RIGHT OF WAY PROFESSIONALS, INC.

PROJECT MANAGEMENT, ACQUISITION, RELOCATION & PROPERTY MANAGEMENT

March 26, 2026

VIA EMAIL

City of La Crosse
Attn: Kyle Coman
400 La Crosse Street
La Crosse, WI 54481

Re: Project ID: Water Main Easements
City of La Crosse, STH 16
La Crosse County
Parcel No. C, N2873 State Road 16

Enclosed is a signed copy of the conveyance, Statement to Construction Engineer form, and W9 form for Parcel C on the State Road 16 Water Main Easement project.

If you agree, please return to me a check payable to the following for the below amount:

Parcel	Check Payable To	Amount of Payment
C	Patrick M. Young N2873 State Road 16 La Crosse, WI 54601	\$12,500.00

Please return the check to me:
Right of Way Professionals, Inc.
Attn: Adam Literski
2215 E. Clairemont Avenue, Suite 1
Eau Claire, WI 54701

I will distribute the check to the owner and record the conveyance with the La Crosse County Register of Deeds, following receipt of the check.

If you have questions, please call me at (715) 830-0544. Thank you!

Sincerely,
Right of Way Professionals, Inc.



Adam Literski
Agent for The City of La Crosse

EASEMENT DEED FOR PUBLIC UTILITIES

For Twelve Thousand Five Hundred and no/100 Dollars (\$12,500.00), the receipt whereof is hereby acknowledged, **Patrick M. Young, a single person** of the City of La Crosse, La Crosse County, State of Wisconsin, do hereby grant to the **City of La Crosse**, La Crosse County, Wisconsin, a municipal corporation, its successors and assigns, a permanent easement to lay, maintain, operate, repair and remove public utilities and appurtenant facilities within a strip through, over and under the following described real estate, to-wit:

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:
State Bank of La Crosse

This easement is granted on the following conditions:

1. Standard concrete or asphalt pavement, such as for driveways, parking lots, etc. maybe placed in the easement. The City will be responsible for removal and replacement, if required for utility maintenance or replacement.
2. Above grade structures, such as buildings, towers, power poles, billboards, etc. are not permitted in the easement without approval of the Board of Public Works.
3. Readily removable/replaceable signs (single post signs) are permitted.
4. Tree and shrub planting are not permitted within the easement without approval of the Board of Public Works. Flower and/or vegetable gardens are permitted, but the City is not responsible for any repairs, damages, losses or replacements to the garden if itis disturbed for utility maintenance, replacement or removal.
5. The City may, at the City’s option, cut brush and trees and/or mow grass and weeds in utility easements.
6. If the City disturbs grassed areas for utility maintenance, replacement or removal, the City will restore with seed and/or sod at the City’s option. The City will provide erosion control measures.
7. The ground surface grade in the easement may not be changed more than one foot without prior approval of the Board of Public Works.

This space is reserved for recording data

Return to
City of La Crosse
c/o Right of Way Professionals Inc
Attn: Adam Literski
2215 E. Clairemont Avenue, Suite 1
Eau Claire, WI 54701

Parcel Identification Number/Tax Key Number
09-01358-002

Legal Description of Acquisition
WATER MAIN EASEMENT DESCRIPTION

Part of Lot 2 of Certified Survey Map recorded in Volume 16, Page 25 as Document Number 1638582, located in the Northwest Quarter of the Northeast Quarter of Section 33, Township 16 North, Range 7 West, Town of Medary, La Crosse County, Wisconsin and described as follows:

Commencing at the northeast corner of said Section 33; thence South $82^{\circ}01'57''$ West a distance of 1692.96 feet to the westerly right-of-way line of State Highway 16, the northern most corner of said Lot 2 and the point of beginning; thence southerly coincident with said westerly right-of-way line a distance of 10.37 feet on a curve concave westerly, having a radius of 1095.92 feet, chord bearing South $10^{\circ}14'10''$ East and chord length of 10.37 feet; thence South $03^{\circ}54'03''$ West coincident with said westerly right-of-way line a distance of 110.20 feet; thence South $21^{\circ}22'35''$ West coincident with said westerly right-of-way line a distance of 27.00 feet; thence North $01^{\circ}24'56''$ East a distance of 141.72 feet to the northerly line of said Lot 2; thence North $73^{\circ}26'26''$ East coincident with said northerly line a distance of 12.52 feet to the point of beginning.

Exhibit "A" attached hereto and made part hereof.

STATEMENT TO CONSTRUCTION ENGINEER

City of La Crosse

RE1528 01/2023 s. 84.09 Wis. Stats.

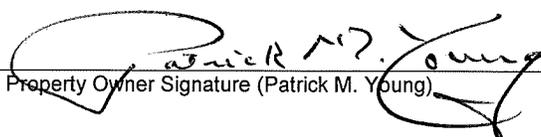
Copies to: project engineer and owner

Owner Name(s) Patrick M. Young	Property Address N2873 STATE ROAD 16 LA CROSSE WI 54601	Area code - phone Home: Cell:
	Mailing Address N2873 STATE ROAD 16 LA CROSSE WI 54601	Work: Email:
Tenant, if any	Property Address	Area code - phone Home: Cell:
	Mailing Address	Work: Email:

Commitments made (fences, driveways, trees, drainage or other items):

- Portions of the driveway that are disturbed or damaged by construction will be reconstructed to direct water back to the roadway and away from the property.

Other matters of interest and owner concerns:


25 Mar 26
Adam 
3-25-26

Property Owner Signature (Patrick M. Young) Date Negotiator Signature Date
 Adam Literski
 Print Negotiator Name

Commitments Approved:

Approving Authority Signature and Title _____ Date _____

Print Approving Authority Name _____

Project ID
Water Main Easement

County
La Crosse

Parcel No.
C

RIGHT OF WAY PROFESSIONALS, INC.

PROJECT MANAGEMENT, ACQUISITION, RELOCATION & PROPERTY MANAGEMENT

March 5, 2026

VIA EMAIL

City of La Crosse
Attn: Kyle Coman
400 La Crosse Street
La Crosse, WI 54481

Re: Project ID: Water Main Easements
City of La Crosse, STH 16
La Crosse County
Parcel No. D, 707 Losey Blvd.

Enclosed is a signed copy of the conveyances, Statement to Construction Engineer form, and W9 form for Parcel D on the State Road 16 Water Main Easement project.

If you agree, please return to me a check payable to the following for the below amount:

Parcel	Check Payable To	Amount of Payment
D	La Crosse Losey Corner, LLC 2401 La Crosse Street La Crosse, WI 54601	\$12,000.00

Please return the check to me:
Right of Way Professionals, Inc.
Attn: Adam Literski
2215 E. Clairemont Avenue, Suite 1
Eau Claire, WI 54701

I will distribute the check to the owner and record the conveyance with the La Crosse County Register of Deeds, following receipt of the check.

If you have questions, please call me at (715) 830-0544. Thank you!

Sincerely,
Right of Way Professionals, Inc.



Adam Literski
Agent for The City of La Crosse

EASEMENT DEED FOR PUBLIC UTILITIES

For Twelve Thousand and no/100 Dollars (\$12,000.00), the receipt whereof is hereby acknowledged, **La Crosse Losey Corner, LLC** of the City of La Crosse, La Crosse County, State of Wisconsin, do hereby grant to the **City of La Crosse**, La Crosse County, Wisconsin, a municipal corporation, its successors and assigns, a permanent easement to lay, maintain, operate, repair and remove public utilities and appurtenant facilities within a strip through, over and under the following described real estate, to-wit:

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:
Altra Federal Credit Union

This easement is granted on the following conditions:

1. Standard concrete or asphalt pavement, such as for driveways, parking lots, etc. maybe placed in the easement. The City will be responsible for removal and replacement, if required for utility maintenance or replacement.
2. Above grade structures, such as buildings, towers, power poles, billboards, etc. are not permitted in the easement without approval of the Board of Public Works.
3. Readily removable/replaceable signs (single post signs) are permitted.
4. Tree and shrub planting are not permitted within the easement without approval of the Board of Public Works. Flower and/or vegetable gardens are permitted, but the City is not responsible for any repairs, damages, losses or replacements to the garden if itis disturbed for utility maintenance, replacement or removal.
5. The City may, at the City's option, cut brush and trees and/or mow grass and weeds in utility easements.
6. If the City disturbs grassed areas for utility maintenance, replacement or removal, the City will restore with seed and/or sod at the City's option. The City will provide erosion control measures.
7. The ground surface grade in the easement may not be changed more than one foot without prior approval of the Board of Public Works.

This space is reserved for recording data

Return to
City of La Crosse
c/o Right of Way Professionals Inc
Attn: Adam Literski
2215 E. Clairemont Avenue, Suite 1
Eau Claire, WI 54701

Parcel Identification Number/Tax Key Number
09-01358-002

- 8. Concrete rubble, asphalt rubble, stone or rock exceeding 6" in the largest dimension (except as needed for rip-rap), demolition debris or other rubble shall not be placed within the easement.
- 9. Water service lines (building laterals, etc.) that are within the easement must have an isolation valve within the easement. Service isolation valves may be no nearer than six feet from the edge of the easement. The service isolation valve will be either an approved water main valve and valve box, or a service curb stop on lines 2" in diameter or less.
- 10. Valve boxes, manholes (personnel access ports), curb stop boxes, sewer cleanouts, pull boxes, hydrants, etc. must be accessible and maintained at surface grade.

La Crosse Losey Corner, LLC

In executing this document, the undersigned affirms that he/she is the manager of La Crosse Losey Corner, LLC and is duly authorized by the company to execute this document.


 Signature _____ Date 2-24-26
Ted Stanke, OWNER
 Print Name & Title _____

 Date 2-24-26

State of Wisconsin)
 _____) ss.
LaCrosse County)
 On the above date, this instrument was acknowledged before me by the named person(s)

The signer was: Physically in my presence. OR
 _____ In my presence involving the use of communication technology.




 Signature, Notary Public, State of Wisconsin
Tami Wamsley
 Print Name, Notary Public, State of Wisconsin

11-27-2028
 Date Commission Expires

Legal Description of Acquisition
WATER MAIN EASEMENT DESCRIPTION

Parts of Lots 20 and 21 per the recorded plat of Hill View Place Addition, located in the Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 33, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin and described as follows:

Commencing at the southwest corner of Lot 21; thence northeasterly coincident with the northerly right-of-way line of State Highway 16 a distance of 9.00 feet on a curve concave northwesterly and having a radius of 150 feet to the point of beginning; thence North parallel with the west line of Lot 21 a distance of 8.80 feet; thence northeasterly a distance of 89.50 feet to the westerly right-of-way line of State Highway 16; thence southwesterly coincident with said westerly right-of-way line a distance of 97.40 feet on a curve concave northwesterly and having a radius of 150 feet to the point of beginning.

Exhibit "A" attached hereto and made part hereof.

TEMPORARY LIMITED EASEMENT DESCRIPTION

Parts of Lots 20 and 21 per the recorded plat of Hill View Place Addition, located in the Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 33, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin and described as follows:

Beginning at the southwest corner of Lot 21; thence North coincident with the west line thereof a distance of 25.50 feet; thence northeasterly a distance of 97.00 feet; thence southeasterly a distance of 10.58 feet to the westerly right-of-way line of State Highway 16; thence southwesterly coincident with said westerly right-of-way line a distance of 10.65 feet on a curve concave northwesterly and having a radius of 150 feet; thence southwesterly a distance of 89.50 feet; thence South a distance of 8.80 feet to the northerly right-of-way line of State Highway 16; thence southwesterly coincident with said northerly right-of-way line a distance of 9.00 feet on a curve concave northwesterly and having a radius of 150 feet to the point of beginning.

Exhibit "A" attached hereto and made part hereof.

STATEMENT TO CONSTRUCTION ENGINEER

City of La Crosse

RE1528 01/2023 s. 84.09 Wis. Stats.

Copies to: project engineer and owner

Owner Name(s) La Crosse Losey Corner, LLC	Property Address 707 LOSEY BLVD N LA CROSSE 54601	Area code - phone Home: — Cell: 608-738-6242 Work: 608-784-9966 Email: TedStanke@gmail.com
Tenant, if any Audiomobile	Property Address Mailing Address 2401 LA CROSSE ST LA CROSSE WI 54601	Area code - phone Home: Cell: Work: Email:

Commitments made (fences, driveways, trees, drainage or other items):

- None

Other matters of interest and owner concerns:

	2-24-26	Adam	3-5-26
Property Owner Signature	Date	Negotiator Signature	Date
Ted Stanke, owner Print Name and Title		Adam Literski Print Negotiator Name	

Commitments Approved:

 Approving Authority Signature and Title Date

 Print Approving Authority Name

Project ID
 Water Main Easement

County
 La Crosse

Parcel No.
 D



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0249

Agenda Date: 3/30/2026

Version: 1

Status: Agenda Ready

In Control: Board of Public Works

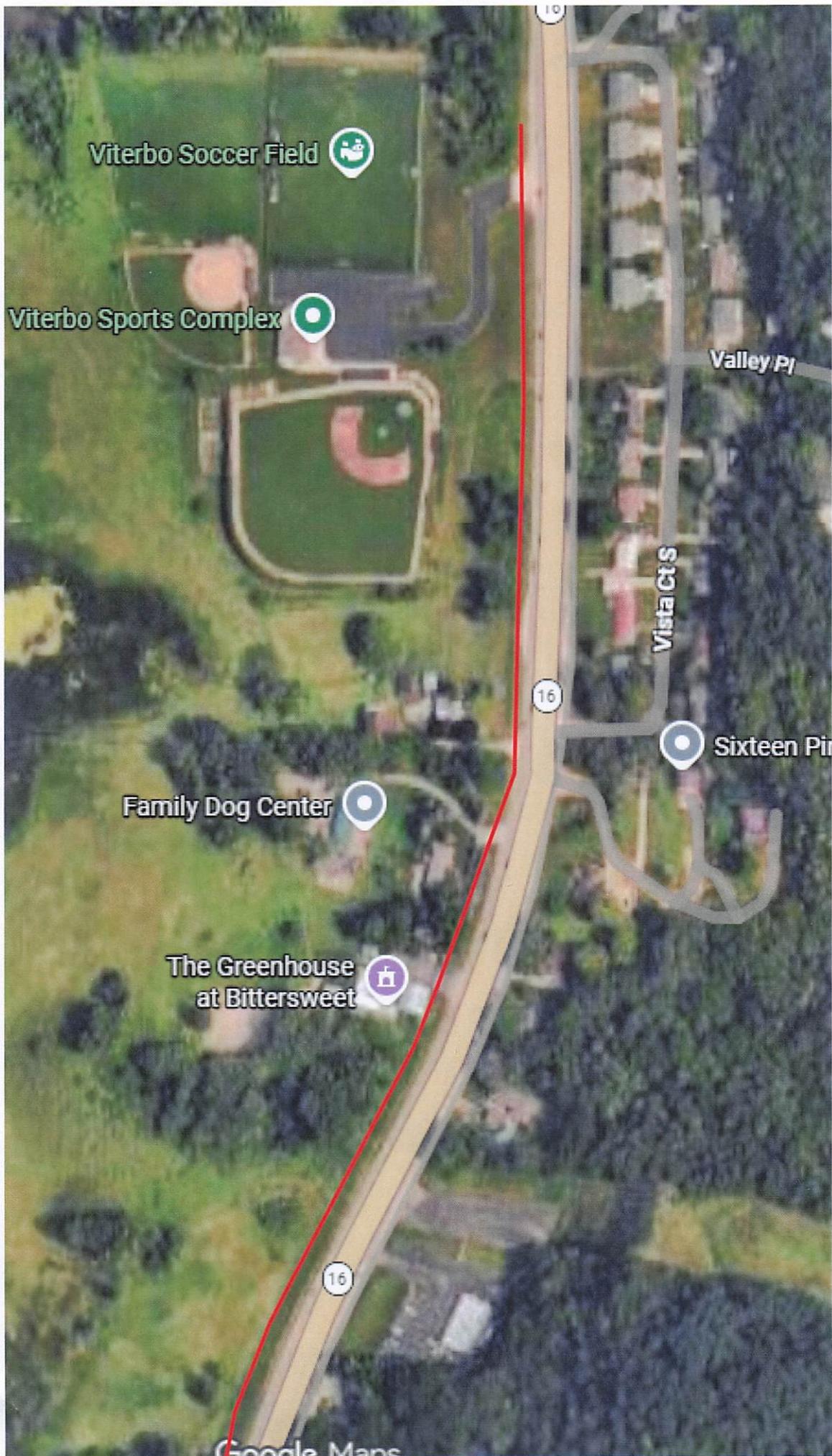
File Type: Application

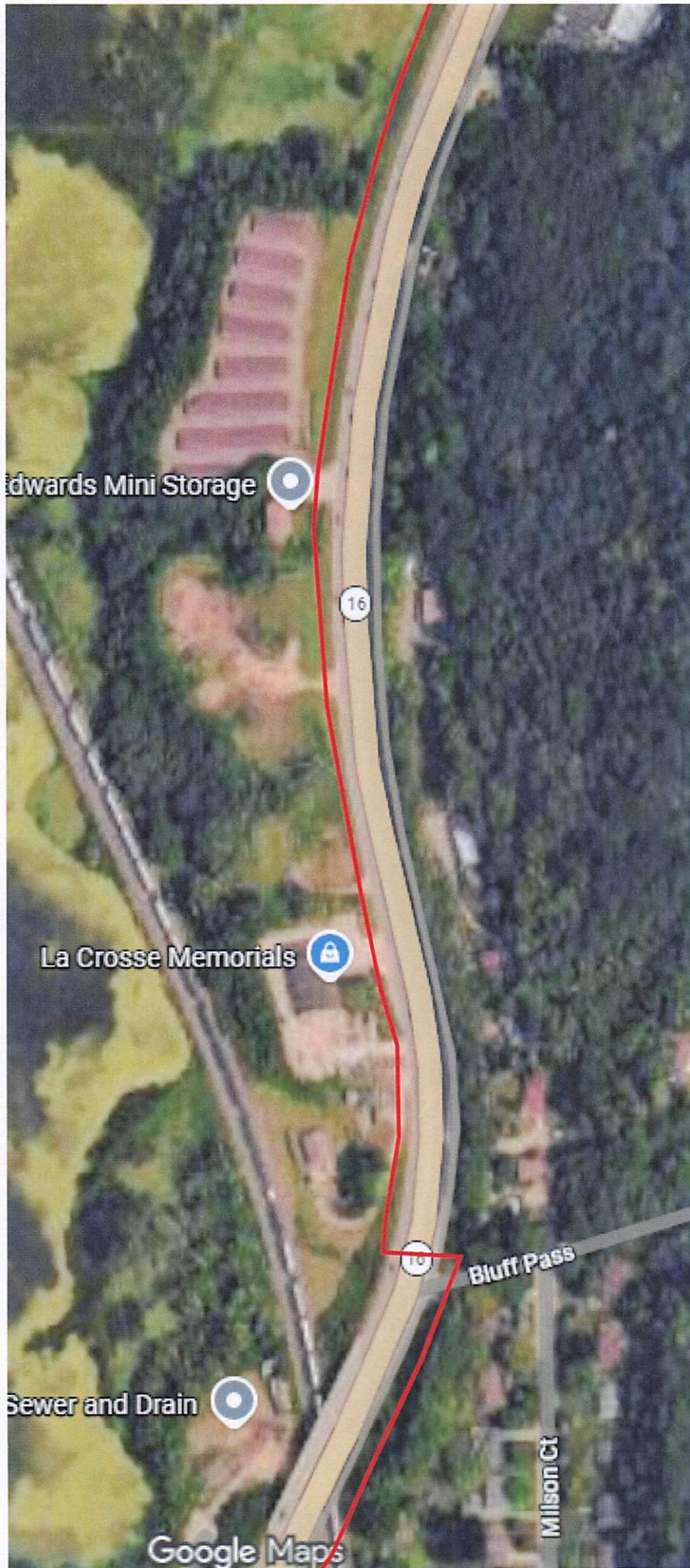
Agenda Number:

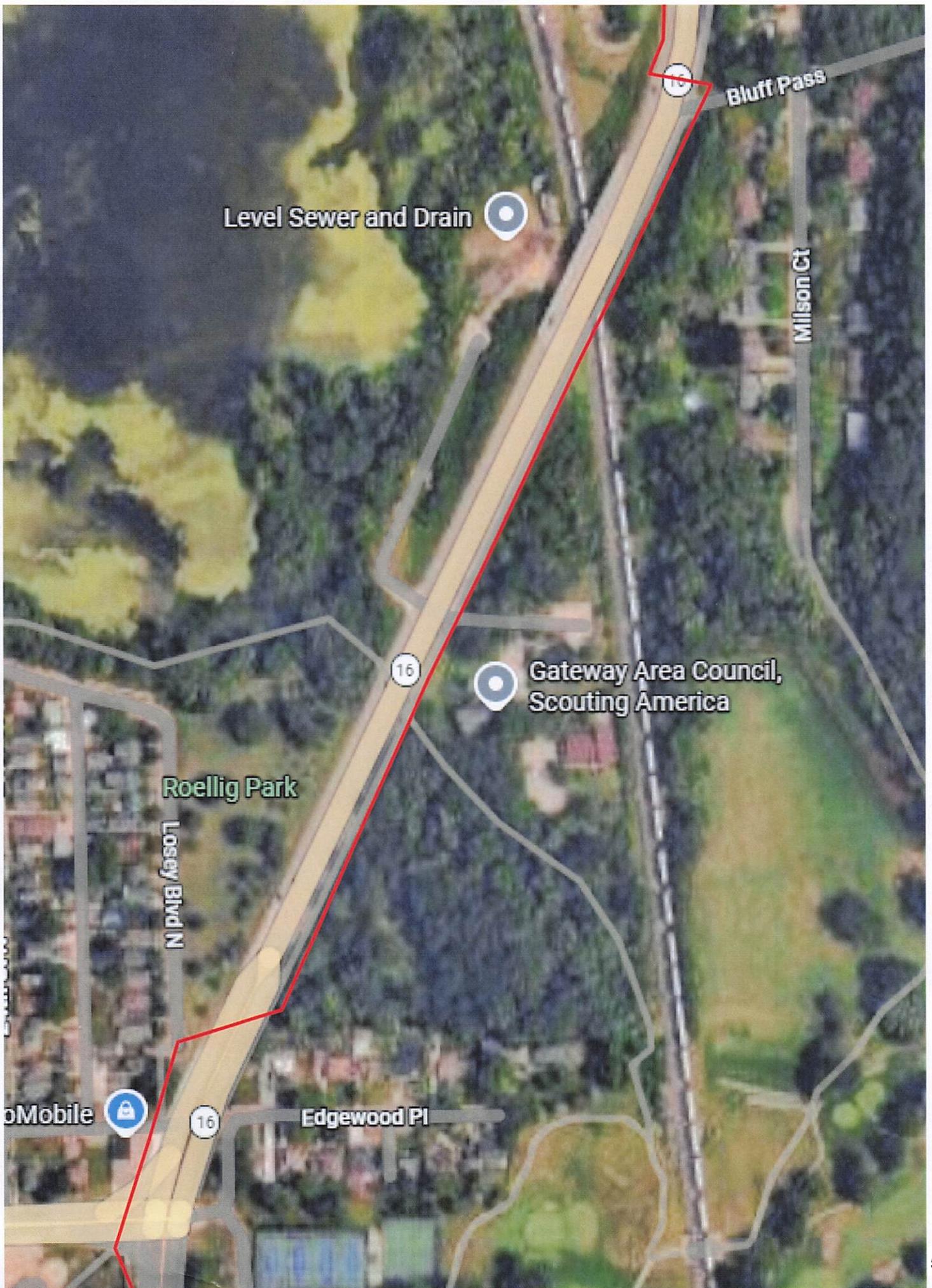
CITY OF LA CROSSE
APPLICATION FOR LIMITED EXEMPTION FOR CONSTRUCTION NOISE

Application and fee must be submitted at least three (3) weeks prior to start date of exemption to allow processing which includes scheduling of a public hearing before the Board of Public Works and notice to property owners within 300 feet of the construction area.

Applicant Name: Gerke Excavating		Today's Date: 2/13/2026
Applicant Business Address: 15341 State Hwy 131 Tomah WI 54660		
Applicant Business Phone: 608 372 4203	Cell Phone:	E-mail: svh@gerkeexcavating.com
Project Manager Name: Scott Von Haden	Cell Phone: 608 387 0397	E-mail: svh@gerkeexcavating.com
Address and/or Specific Area of Construction/Project (include map if necessary): Hwy 16 ROW from La Crosse Street to the Viterbo Sports Complex		
Property Owner: City Of La Crosse /DOT	Property Owner Phone:	
Description of work. List specific equipment, quantity, and processes: Installation of a new watermain for the City of La Crosse. Excavator(2) Endloader(1) Bull Dozer(1) Bobcat(1). We will be excavating trench, installing the Watermain pipe then backfilling trench before final restoration of area.		
Project Start Date: April 1, 2026	Start Date for Exemption: April 1, 2026	
Project End Date: Oct. 15, 2026	End Date for Exemption: Oct. 15, 2026	
Specific time of day for Exemption (example: 7 pm to 10 pm, daily): 7P.M. to 7 A.M.		
Explanation of why this work cannot be done during normal work hours: Portions of the work this project may require a lane closure to complete work. Contract states that no driving lanes be shut down during the daytime hours so we plan to work nights when necessary.		
For Office Use Only		
Council Member District: <u>3, 4, 5</u>	Invoice #: <u>N/A</u>	Fee: <u>City Bid Project</u> -confirmed with E. Rothwell
Notice of Hearing sent to Property Owners of Record within 300 feet. Date: <u>3/11/2026</u> (At least 10 days prior to date of BPW hearing)		
Board of Public Works Meeting Date: <u>3/30/2026</u>		
Action: Approved _____ Disapproved _____		
Date notice of approval is sent to Applicant/Engineering/Police Department: _____		

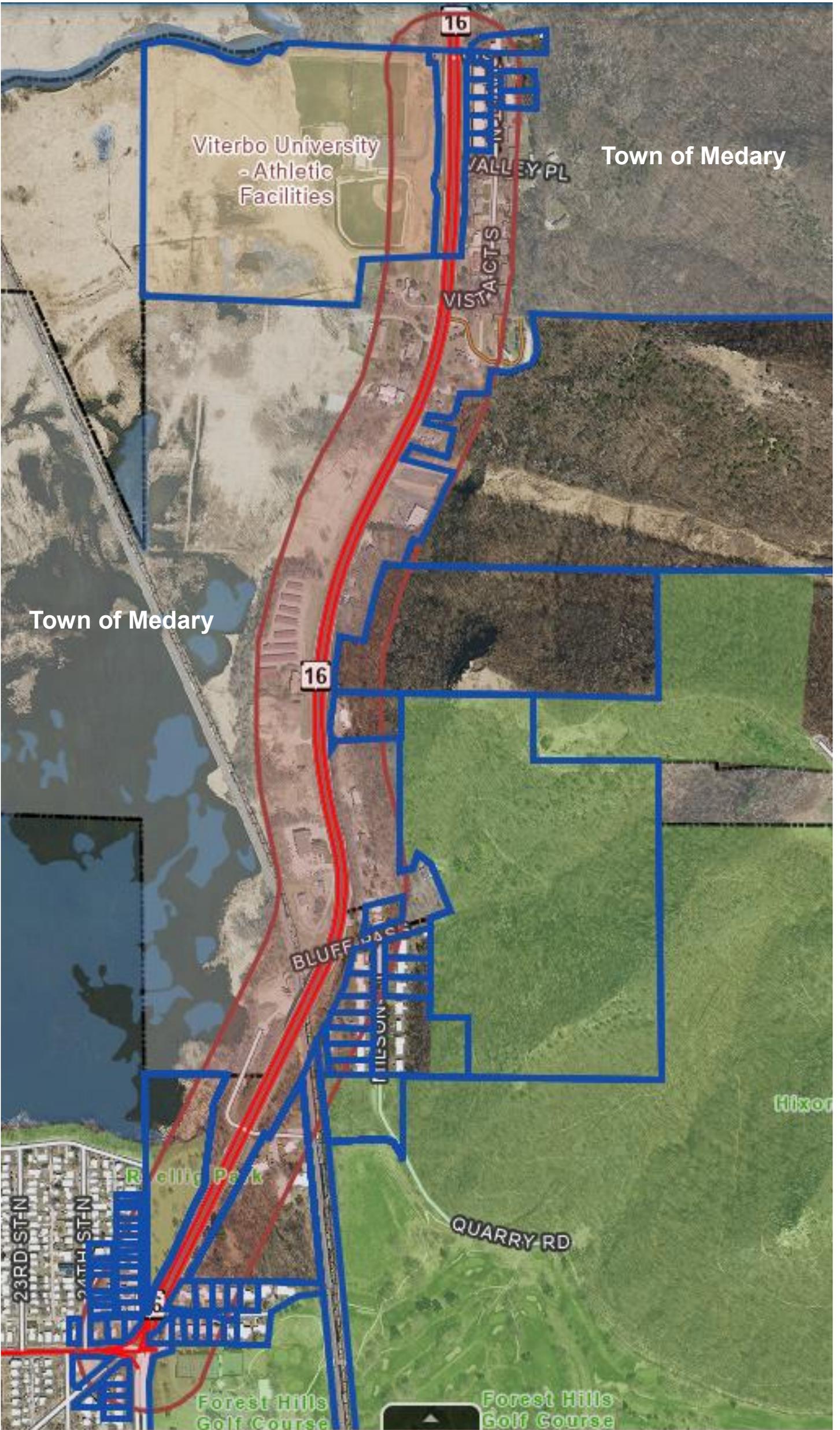






Properties within 300 feet of area where construction takes place (Hwy 16 from La Crosse Street to Viterbo Sports Complex).

Tax Parcel	OwnerName	Property Address	Mailing Address	MailCityStateZip
17-10287-1	ROBERT NUMSEN REVOCABLE TRUST, DIAN K NUMSEN REVOCABLE TRUST	858 VISTA CT N	N3184 VISTA CT N	LA CROSSE WI 54601
17-10287-220	SHELTER DEVELOPMENT INC	158 STATE ROAD 16	1009 4TH ST S	LA CROSSE WI 54601
17-10287-320	VITERBO UNIVERSITY INC	N3175 STATE ROAD 16	900 VITERBO DR	LA CROSSE WI 54601
17-10287-350	STATE OF WISCONSIN DOT	STATE ROAD 16	3550 MORMON COULEE RD	LA CROSSE WI 54601
17-10287-390	CITY OF LACROSSE	STATE ROAD 16	400 LA CROSSE ST	LA CROSSE WI 54601
17-10287-800	APD HOLDINGS LLC	849 & 851 VISTA CT N	323 GREEN COULEE RD	ONALASKA WI 54650
17-10287-810	APD HOLDINGS LLC	839 & 841 VISTA CT N	323 GREEN COULEE RD	ONALASKA WI 54650
17-10287-820	APD HOLDINGS LLC	831 & 833 VISTA CT N	323 GREEN COULEE RD	ONALASKA WI 54650
17-10287-830	APD HOLDINGS LLC	821 & 823 VISTA CT N	323 GREEN COULEE RD	ONALASKA WI 54650
17-10287-840	APD HOLDINGS LLC	813 & 815 VISTA CT N	323 GREEN COULEE RD	ONALASKA WI 54650
17-10287-920	KEVIN D SCHALER, JESSICA M SCHALER	846 VISTA CT N	846 VISTA CT N	LA CROSSE WI 54601
17-10287-925	JACQUELINE M SWAN-COADY, WILLIAM M COADY JR	836 VISTA CT N	836 VISTA CT N	LA CROSSE WI 54601
17-10679-200	CITY OF LACROSSE	901 COUNTY ROAD FA	400 LA CROSSE ST	LA CROSSE WI 54601
17-20038-100	PT INVESTMENT GROUP LLC	747 LOSEY BLVD N	747 LOSEY BLVD N	LA CROSSE WI 54601
17-20038-110	DESMOND INVESTMENTS II LLC	741 LOSEY BLVD N	620 CASS ST	LA CROSSE WI 54601
17-20038-120	PT INVESTMENT GROUP LLC	739 LOSEY BLVD N	324 10TH ST S	LA CROSSE WI 54601-4733
17-20038-130	LUKE N NOFFKE	733 LOSEY BLVD N	733 LOSEY BLVD N	LA CROSSE WI 54601
17-20038-140	THOMAS M MARTY	727 LOSEY BLVD N	727 LOSEY BLVD N	LA CROSSE WI 54601
17-20038-40	JOSEPH W MIZE, ERICA L MIZE	771 LOSEY BLVD N	771 LOSEY BLVD N	LA CROSSE WI 54601-3968
17-20038-50	ADRIANNA BETHKE, SAWYER BEE	767 LOSEY BLVD N	767 LOSEY BLVD N	LA CROSSE WI 54601
17-20038-60	PATRICK J SMITH	765 LOSEY BLVD N	3215 GEORGE ST UNIT 6	LA CROSSE WI 54601
17-20038-70	TIMOTHY A HOLT	759 LOSEY BLVD N	759 LOSEY BLVD N	LA CROSSE WI 54601
17-20038-80	RICKEY ZIELKE, TERESA M ZIELKE	757 LOSEY BLVD N	757 LOSEY BLVD N	LA CROSSE WI 54601-3968
17-20038-90	ROBERT J COOPER, CATHLEEN A COOPER	755 LOSEY BLVD N	435 24TH ST N	LA CROSSE WI 54601
17-20039-10	COMPASS PROPERTY MANAGEMENT LAX LLC	723 & 725 LOSEY BLVD N	N5571 SOBKOWIAK RD	ONALASKA WI 54650
17-20039-100	PATRICK J SMITH	736 24TH ST N	3215 GEORGE ST UNIT 6	LA CROSSE WI 54601
17-20039-110	THOMAS R LARKIN FAMILY IRREVOCABLE TRUST	740 24TH ST N	740 24TH ST	LA CROSSE WI 54601
17-20039-120	ROBERT M BURZINSKI	744 & 748 24TH ST N	3158 28TH ST S	LA CROSSE WI 54601-7612
17-20039-20	BUSHEL 2 LLC	717 & 719 LOSEY BLVD N	301 GREEN COULEE RD	ONALASKA WI 54650
17-20039-30	LACROSSE LOSEY CORNER LLC	707 LOSEY BLVD N	2401 LA CROSSE ST	LA CROSSE WI 54601
17-20039-40	LACROSSE LOSEY CORNER LLC	2411 LA CROSSE ST	2401 LA CROSSE ST	LA CROSSE WI 54601
17-20039-50	LACROSSE LOSEY CORNER LLC	2401 LA CROSSE ST	2401 LA CROSSE ST	LA CROSSE WI 54601
17-20039-60	MICHAEL C SCHIEBER, ROGER D DAHL	718 24TH ST N	718 24TH ST N	LA CROSSE WI 54601-3829
17-20039-70	STEPHEN D WOODWARD, EMILY T HUGHES	720 24TH ST N	720 24TH ST N	LA CROSSE WI 54601
17-20039-80	DONALD R GREENGRASS, CINDY L GREENGRASS	724 24TH ST N	724 24TH ST N	LA CROSSE WI 54601-3829
17-20039-90	COMPASS PROPERTY MANAGEMENT LAX LLC	728 & 730 24TH ST N	N5571 SOBKOWIAK RD	ONALASKA WI 54650
17-20041-140	DAVID A KELBER, TERESA M KELBER	2323 LA CROSSE ST	2323 LA CROSSE ST	LA CROSSE WI 54601-3874
17-20073-10	BIG DUBBS LLC	2402 LA CROSSE ST	704 COUNTRY CLUB LN	ONALASKA WI 54650
17-20073-120	TODD W OSMUNDSON, ANGELA C IMHOFF	548 24TH ST N	548 24TH ST N	LA CROSSE WI 54601-3827
17-20073-20	JAG REAL ESTATE INVESTMENTS LLC	561 LOSEY BLVD N	704 COUNTRY CLUB LN	ONALASKA WI 54650
17-20073-30	BURLEIGH A RANDOLPH REVOCABLE TRUST	555 LOSEY BLVD N	11296 TIMBER RIDGE DR E	LAKE NEBAGAMON WI 54849
17-20073-40	MATTHEW GORDY, KRISTEN STOKELY	547 LOSEY BLVD N	547 LOSEY BLVD N	LA CROSSE WI 54601
17-20073-50	JOHN G LETTNER	541 LOSEY BLVD N	541 LOSEY BLVD N	LA CROSSE WI 54601-3970
17-20083-100	STATE OF WISCONSIN DOT	2516 EDGEWOOD PL	3550 MORMON COULEE RD	LA CROSSE WI 54601
17-20083-110	DYLAN ALITZ, HAYLEY ALITZ	2520 EDGEWOOD PL	2520 EDGEWOOD PL	LA CROSSE WI 54601
17-20083-120	CRAIG S ZEEB	2526 EDGEWOOD PL	2526 EDGEWOOD PL	LA CROSSE WI 54601-3933
17-20083-30	JAMES B RINGSTROM REVOCABLE TRUST	2545 EDGEWOOD PL	2545 EDGEWOOD PL	LA CROSSE WI 54601-3977
17-20083-40	KARL D GREEN, GRACE E GREEN	2555 EDGEWOOD PL	2555 EDGEWOOD PL	LA CROSSE WI 54601
17-20083-70	BRANDON D JACOBSON, ABIGAIL L STOCKHAM	2541 EDGEWOOD PL	2541 EDGEWOOD PL	LA CROSSE WI 54601-3977
17-20083-80	JOHN DAGOSTINO, MOLLY DAGOSTINO	2539 EDGEWOOD PL	2539 EDGEWOOD PL	LA CROSSE WI 54601-3977
17-20083-90	LAWRENCE PAUL WEISBROD, JILL MARIE SCHULLER-WEISBROD	2537 EDGEWOOD PL	2537 EDGEWOOD PL	LA CROSSE WI 54601
17-20084-10	GEORGE F KROKER JOINT REVOCABLE TRUST, LESLIE K PEICKERT-KROKER JOINT REVOCABLE TRUST	2532 EDGEWOOD PL	2532 EDGEWOOD PL	LA CROSSE WI 54601-3933
17-20084-20	DIANE STOCKHAM	2540 EDGEWOOD PL	2540 EDGEWOOD PL	LA CROSSE WI 54601
17-20084-30	PHILLIP L ESTEN, MARY L ESTEN	2546 EDGEWOOD PL	2546 EDGEWOOD PL	LA CROSSE WI 54601-3933
17-20244-10	FRANCIS G DEVINE	964 MILSON CT	964 MILSON CT	LA CROSSE WI 54601-3902
17-20244-100	SAMUEL S CLASON, ALEXIS QUICKSELL	919 MILSON CT	919 MILSON CT	LA CROSSE WI 54601-3959
17-20244-110	ADAM R ZART, MELISSA A ZART	927 MILSON CT	927 MILSON CT	LA CROSSE WI 54601
17-20244-120	WILLIAM ED STRASCHINSKE, ALYSON NICOLE STRASCHINSKE	937 MILSON CT	937 MILSON CT	LA CROSSE WI 54601
17-20244-130	DIANA JOHNSON-SALVADOR, SAMUEL P PRZYWOJSKI	947 MILSON CT	947 MILSON CT	LA CROSSE WI 54601-3959
17-20244-140	RANDINE L MITROVIC	959 MILSON CT	959 MILSON CT	LA CROSSE WI 54601-3959
17-20244-20	MARK F DEVINE, CAROL A DEVINE	954 MILSON CT	954 MILSON CT	LA CROSSE WI 54601
17-20244-30	CHRISTOPHER WYSONG, JENNIFER BLANK	944 MILSON CT	944 MILSON CT	LA CROSSE WI 54601
17-20244-80	LEANNE R DEBAUCHE	903 MILSON CT	903 MILSON CT	LA CROSSE WI 54601-3959
17-20244-90	EDWARD D YOUNG, ANITA C YOUNG	913 MILSON CT	913 MILSON CT	LA CROSSE WI 54601-3959
17-20245-20	CITY OF LACROSSE	901 MILSON CT	400 LA CROSSE ST	LA CROSSE WI 54601
17-20245-50	BAILEY CHRISTIAN VOGT, NICOLE ROSE BUCKLEY	10 STATE ROAD 16	10 STATE ROAD 16	LA CROSSE WI 54601
17-20260-10	CITY OF LACROSSE	2600, 2702, 2710 QUARRY RD 748 LOSEY BLVD N	400 LA CROSSE ST	LA CROSSE WI 54601
17-20264-520	CITY OF LACROSSE	2900 & 2915 BLUFF PASS	400 LA CROSSE ST	LA CROSSE WI 54601
17-20305-15	BURLINGTON NORTHERN RAILROAD COMPANY	2715 MAIN ST	PO BOX 961089	FORT WORTH TX 76161-0089
17-20305-9	CITY OF LACROSSE	600 LOSEY BLVD N	400 LA CROSSE ST	LA CROSSE WI 54601
Town of Medary Parcels	TOWN OF MEDARY CLERK		N3393 SMITH VALLEY RD	LA CROSSE WI 54601



**NOTICE OF HEARING ON
LIMITED EXEMPTION FOR CONSTRUCTION NOISE**

TO WHOM IT MAY CONCERN:

Notice is hereby given, pursuant to Sec. 32-134 of the La Crosse Municipal Code, that the Board of Public Works of the City of La Crosse will hold a public hearing on the **Application of Gerke Excavating for a Limited Exemption for Construction Noise** as follows:

Specific area of Construction: along Highway 16 from La Crosse Street to Viterbo Sports Complex

Description of work: Installation of a new watermain for the City of La Crosse. Excavating trench, installing watermain pipe, then backfilling trench before final restoration of the area.

Dates and time seeking exemption for construction noise: April 1, 2026 to October 15, 2026; 7 pm to 7 am

Explanation of why this work cannot be done in normal working hours: Portions of the work for this project may require a lane closure to complete work. Contract states that no driving lanes be shut down during the daytime hours so they plan to complete the work during nights when necessary.

Such public hearing will be held at 10:00 a.m. on **Monday, March 30, 2026** in the Council Chambers of City Hall, 400 La Crosse Street, La Crosse, La Crosse County, Wisconsin. The meeting will also be held via video conferencing; please contact the City Clerk's office (608-789-7510 or cityclerk@cityoflacrosse.org) for the meeting link.

You are further notified that any person affected may be heard, and may appear in person or by attorney, or may file a written objection in the office of the City Clerk, La Crosse City Hall, 400 La Crosse Street.

This notice is given pursuant to the order of the Common Council of the City of La Crosse.

Dated this 11th day of March, 2026.

Nikki Elsen, City Clerk
City of La Crosse

Per Municipal Code Sec. 32-134: No person shall operate or permit the operation of any equipment used in construction work in such a manner as to unreasonably interfere with the peace, comfort, and quality of life of neighboring persons...between the hours of 7:00 p.m. and 7:00 a.m. of the following day, unless engaged in bona fide temporary construction work during the hours of 7:00 a.m. and 7:00 p.m., or if following a public hearing before the Board of Public Works approves temporary construction work between 7:00 p.m. and 7:00 a.m.

Such hour limitations shall not apply to emergencies where immediate action is required. Such *construction noise* on Saturday and Sunday shall be between 7:00 a.m. and 6:00 p.m. on Saturday and 9:00 a.m. to 5:00 p.m. on Sunday.

Notice of hearing is mailed at least 10 days prior to the hearing to property owners of record situated within 300 feet of the boundaries of the properties on which the construction is to take place. You are receiving notice because you have the following property located within 300 feet of the area listed above.

Craig, Sondra

From: Craig, Sondra
Sent: Wednesday, March 11, 2026 10:53 AM
To: 'svh@gerkeexcavating.com'
Cc: Rothwell, Evan
Subject: Notice of Hearing on Application for Limited Exemption for Construction Noise
Attachments: Notice of Hearing - Gerke HWY 16 Project 2026.pdf; 26-0249 Gerke Excavating - HWY 16 Project - Buffer List.pdf

Good morning,

Attached is the notice of the hearing before the Board of Public Works. The hearing will be held at the 10 a.m. meeting on March 30, 2026. This notice is also being mailed to property owners within 300 feet of the project area (for properties outside the City of La Crosse, we mail notice to the Clerk in that specific municipality). The mailing list is also attached for your reference.

The meeting will be held in the Council Chambers of City Hall, 400 La Crosse Street and will also be conducted via video conferencing. We do recommend that someone attends in person or online to answer questions that the Board may have. Below is the link to the virtual meeting.

BPW – <https://cityoflacrosse-org.zoom.us/j/87196173073?pwd=YXIT4HHImBxVTm4l8uqPaTLCeGg6Yv.1>

- Passcode: BPW2026
- Call In (audio only): +13126266799, Meeting ID: 871 9617 3073

The agenda for this meeting will be generated on March 26 and I will forward to you when it is ready. The application will appear on the agenda as file 26-0249.

Please let me know if you have any questions.

Thank you,

SONDRA CRAIG, WCMC (she/her)

Deputy City Clerk

City Clerk's Office

City of La Crosse

400 La Crosse Street

La Crosse WI 54601

craigs@cityoflacrosse.org

Direct: 608.789.7549 | Office: 608.789.7510

Visit the City Clerk webpage: <https://www.cityoflacrosse.org/your-government/departments/city-clerk>

City Clerk's Office hours:

8:00 a.m. to 4:30 p.m., Monday through Thursday

8:00 a.m. to 2:00 p.m., Friday

Public Service (walk in) hours 8:00 a.m. to 4:00 p.m. Monday through Thursday & 8:00 a.m. to 12:00 p.m. on Friday in the City Hall Lobby

Craig, Sondra

From: Craig, Sondra
Sent: Wednesday, March 11, 2026 11:21 AM
Subject: Notice of Hearing RE Limited Exemption for Construction Noise
Attachments: Notice of Hearing - Gerke HWY 16 Project 2026.pdf

Good morning Barb, Larry, & Olivia!

Attached is the notice of the hearing before the Board of Public Works regarding an application filed by Gerke Excavating for a limited exemption for construction noise. This is related to a City/DOT project along HWY 16. You are receiving this notification because you are Council Members of the districts where I am mailing the hearing notices.

The hearing will be held at the 10 am meeting of BPW on March 30, 2026. This notice is also being mailed to the applicant and property owners within 300 feet of the project area (for properties outside the City of La Crosse, we mail notice to the Clerk in that specific municipality). The notices are going out in the mail today.

The file is ready in Legistar – [26-0249](#), and the application, notice, buffer map and list are all available for viewing in the file on the Legislative Information Center.

Please let me know if you have any questions.

Thank you,

SONDRA CRAIG, WCMC (she/her)

Deputy City Clerk

City Clerk's Office

City of La Crosse

400 La Crosse Street

La Crosse WI 54601

craigs@cityoflacrosse.org

Direct: 608.789.7549 | Office: 608.789.7510

Visit the City Clerk webpage: <https://www.cityoflacrosse.org/your-government/departments/city-clerk>

City Clerk's Office hours:

8:00 a.m. to 4:30 p.m., Monday through Thursday

8:00 a.m. to 2:00 p.m., Friday

Public Service (walk in) hours 8:00 a.m. to 4:00 p.m. Monday through Thursday & 8:00 a.m. to 12:00 p.m. on Friday in the City Hall Lobby

Elected Officials and Members of Official Committees:

In order to comply with open meeting requirements, please limit any reply to only the sender of this electronic communication.

CITY CLERK
400 LA CROSSE ST
LA CROSSE WI 54601-3396

RETURN SERVICE REQUESTED



Presort
First Class Mail
ComBasPrice



US POSTAGE PAID PITNEY BOWES



ZIP 54601 \$ 000.67²
02 1W
0001399329 MAR 12 2026

GEORGE F KROKER JOINT REVOCABLE TRUST,
LESLIE K PEICKERT-KROKER JOINT REVOCABLE TRUST
2532 EDGEWOOD PL
LA CROSSE WI 54601-3933

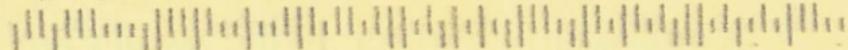
*T 553 NDE 153722612203/14/26
RETURN TO SENDER
KROKER
TEMPORARILY AWAY

RETURN TO SENDER
BC: 54601339699 *2878-03490-14-20

BAR: 93243106077111

INT

74 BRC INNB 546013396



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CITY CLERK
400 LA CROSSE ST
LA CROSSE WI 54601-3396

RETURN SERVICE REQUESTED



Presort
First Class Mail
ComBasPrice



US POSTAGESM PITNEY BOWES



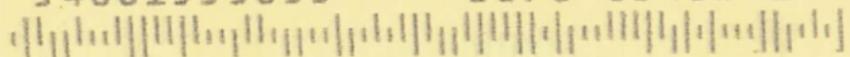
ZIP 54601 \$ 000.67²
02 1W
0001399329 MAR 12 2026

JAMES B RINGSTROM REVOCABLE TRUST
2545 EDGEWOOD PL
LA CROSSE WI 54601-3977

*T 553 NDE 1537126I2203/14/26
RETURN TO SENDER
RINGSTROM JAMES B
TEMPORARILY AWAY

RETURN TO SENDER
BC: 54601339699 *2878-03489-14-20

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74 BRCINAB 546013396



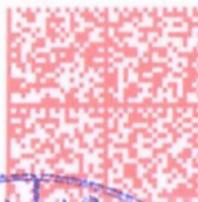
CITY CLERK
400 LA CROSSE ST
LA CROSSE WI 54601-3396

RETURN SERVICE REQUESTED

UTF

PATRICK J SMITH
3215 GEORGE ST UNIT 6
LA CROSSE WI 54601

Presort
First Class Mail
eomBasPrice



US POSTAGE PAID PITNEY BOWES



ZIP 54601 \$ 000.67²
02 1W
0001399329 MAR 12 2026



NIXIE 553 FE 1537 0003/23/26

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

RC: 54601339699 *0978-00478-33-34

68 BRC144015450K

CITY CLERK
400 LA CROSSE ST
LA CROSSE WI 54601-3396

RETURN SERVICE REQUESTED

Presort
First Class Mail
ComBasPrice

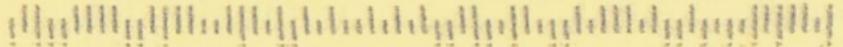


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0001399329 MAR 12 2026



PT INVESTMENT GROUP LLC
747 LOSEY BLVD N
LA CROSSE WI 54601

NIXIE 553 FB 1537 0003/25/26
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 54601339699 *0378-02363-18-44


74 BRCI 54601-3396



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0296

Agenda Date: 3/30/2026

Version: 1

Status: Agenda Ready

In Control: Board of Public Works

File Type: General Item



AMENDMENT NO. #1 to
PROFESSIONAL SERVICES AGREEMENT
Wastewater Treatment Facility Startup Assistance (Project)
Original Agreement Executed September 2, 2025

This Amendment is by and between:

City of La Crosse (Owner)
400 La Crosse Street
La Crosse, WI 54601

and

Donohue & Associates, Inc. (Donohue)
3311 Weeden Creek Road
Sheboygan, WI 53081

Who agree to amend the original Agreement, as follows:

PART I – B. SCOPE OF SERVICES

The services have been modified to include the following additional activities:

WWTP ReRate:

1. Kickoff Meeting – Request updated data from Owner and conduct a kickoff meeting conference call to review historical data. The updated data will be incorporated to existing dataset developed during the WWTP upgrade design.
2. Influent BOD Data – Review influent BOD dataset, sampling location, and identify possible methods to adjust sampling to improve consistency of BOD results.
3. BOD Capacity Analysis – Perform an evaluation using a mass balance method focusing attention on influent loadings, primary clarifier removal performance, activated sludge loadings, and activated sludge treatment performance. The mass balance will be calibrated using historical performance data and will establish the re-rating BOD capacity values. Carbonaceous BOD data will be incorporated to improve the statistical database for BOD values. Existing Biowin process model will be used to develop and confirm the loadings.
4. Historical Performance Analysis – Review historical performance data to verify that the facility has and can consistently treat loadings equivalent to the proposed BOD capacity developed during the BOD capacity analysis.
5. Documentation – The analyses and proposed plant BOD capacity will be documented in a draft Technical Memorandum (TM). Submit the draft TM to the Owner for review and comment. After the TM is revised to incorporate Owner comments, submit a final TM to the Wisconsin DNR requesting the additional capacities. Following submittal, respond to Wisconsin DNR comments and questions.

PART I – C. PROJECT TIMING

Donohue shall be authorized to commence the Services set forth herein upon execution of this Amendment. The draft Rerate TM will be delivered to the Owner in 90 days. The project will be considered complete after responding to the WDNR questions.

PART III – A. COMPENSATION

Compensation for the services set forth in Part I shall be increased \$19,195, resulting in a total contract amount of \$43,695.

APPROVED FOR OWNER

APPROVED FOR DONOHUE

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



ENGINEERING SERVICES AGREEMENT

Wastewater Treatment Facility Startup Assistance (Project)

This Agreement is by and between:

City of La Crosse (Owner)
400 La Crosse Street
La Crosse, WI 54601

and

Donohue & Associates, Inc. (Donohue)
3311 Weeden Creek Road
Sheboygan, WI 53081

Who agree as follows:

Owner hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

APPROVED FOR OWNER

By: [Signature]

Printed Name: Jared Greeno

Title: Superintendent wwp

Date: 09/02/2025

APPROVED FOR DONOHUE

By: _____

Printed Name: _____

Title: _____

Date: _____

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The purpose of this Project is to assist the Owner with close-out of the ongoing construction project and document modifications that would otherwise go unrecorded. Additional attendance at weekly progress meetings is included to continue providing management of the contractor and suppliers in an effort to mutually resolve each system's startup in a productive manner.

B. SCOPE OF SERVICES

1. Attend additional weekly and monthly progress meetings at an on-call basis while Contractor finishes the work beyond the contractual scheduled date. Meetings will end when the system is able to be reliably and consistently operated by the City's staff without significant intervention.
2. Perform on-site reviews of the punchlist and drive forward progress towards completion by the contractor, subcontractors, and suppliers. Site trips will be provided approximately bi-weekly until the punchlist is resolved.
3. Update the previously generated Standard Operating Procedures to reflect changes that best capture the current operating practices.

C. PROJECT TIMING

1. Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. The completion of the SOPs will be provided by September 30, 2025; however, the remaining scope of services depend on the contractor's schedule, which is currently undefined.
2. Donohue's services under this Agreement will be considered complete when Donohue has delivered to Owner all the deliverables defined in under the Scope of Services.

PART II
OWNER RESPONSIBILITIES

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.

3. Owner shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.
4. Provide to Donohue existing information regarding the existence and locations of utilities and underground facilities.
5. Provide Donohue safe access to premises necessary for Donohue to provide the Services.
6. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Conditions, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

**PART III
COMPENSATION, BILLING AND PAYMENT**

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. Routine expenses will be billed at cost and subconsultant costs will include a 10% markup. The total cost for these Services and expenses will not exceed \$24,500
- B. Donohue will bill Owner monthly, with net payment due in 30 days.
- C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without written authorization from Owner.

STANDARD TERMS AND CONDITIONS (Service Contracts)
(06.21.19)

1. DEFINITIONS. In this section "Contracting Party" shall mean any party that is entering into this Agreement with the City of La Crosse. "La Crosse" shall mean the City of La Crosse. These definitions shall apply only to this document titled "Standard Terms and Conditions (Service Contracts)" and shall not replace, modify or supersede any definitions used in other sections of this Agreement.

2. STANDARD OF PERFORMANCE. Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be in a manner at least equal to the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services

3. FULLY QUALIFIED. Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and, if applicable, shall be authorized or permitted under all applicable state and local laws and any other applicable laws or regulations to perform the services.

4. SCOPE OF SERVICES. Contracting Party is required to perform, do and carryout in a timely and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as indicated in this Agreement. The scope of services to be performed shall include, those services set forth in this Agreement. La Crosse may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.

5. CHANGE OF SCOPE. The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement. The scope of service may not be fully definable during initial phases, and as the project progresses, facts discovered may indicate that the scope must be redefined. If mutually agreed to in advance in writing, Contracting Party shall make changes, furnish necessary materials, and perform the work that La Crosse may require, without nullifying this Agreement, at a reasonable addition to, or reduction from, the total cost of the project. Under no circumstances shall Contracting Party make any changes, either as additions or deductions, without the written consent of La Crosse, and La Crosse shall not pay any extra charges made by Contracting Party that have not been agreed upon in advance and documented in writing.

6. COMPENSATION. Contracting Party will be compensated by La Crosse for the services provided under this Agreement and subject to the terms, conditions and contingences set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to La Crosse. These invoices, unless lump sum, must be itemized to identify labor costs and the Contracting Party's direct expenses, including subcontractor and supplier costs. In addition, such invoices shall show the hours worked by the Contracting Party's staff and the amount of work

completed as a percentage of the work to be performed. If payment is by lump sum, then only the percent complete will be invoiced. The final payment of the balance due the Contracting Party for the completed service shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement. Without prejudice to any other right or remedy it may have, La Crosse reserves the right to setoff at any time any amount owing to it by Contracting Party against any amount payable by La Crosse to Contracting Party.

7. TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT REPORTING. Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the sole responsibility of the Contracting Party.

8. TERMINATION FOR CAUSE. If, through its own fault, intentional misconduct, or the fault or intentional misconduct of its subcontractors, agents or volunteers, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, both as determined by La Crosse in its sole discretion, La Crosse shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other deliverables performed by the Contracting Party under this Agreement for which compensation has been made shall, at the option of La Crosse, become the property of La Crosse. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to La Crosse for damages sustained by La Crosse by virtue of the Contracting Party's intentional misconduct or negligent performance of this Agreement, and La Crosse may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to La Crosse from the Contracting Party is determined. Use of incomplete or unfinished work is at the sole risk of La Crosse.

9. TERMINATION FOR CONVENIENCE. Either Party may terminate this Agreement for convenience at any time and for any reason by giving sixty (60) days written notice to the other Party of such termination. If this Agreement is terminated by La Crosse pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed and accepted by La Crosse bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by La Crosse.

10. SAFETY. Unless specifically included as a service to be provided under this Agreement, La Crosse specifically disclaims any authority or responsibility for general job site safety, or the safety of other persons or property. Except as otherwise provided in this

Agreement, Contracting Party disclaims any authority or responsibility for general job site safety, or the safety of third-parties or their property.

11. DELAYS. If performance of Contracting Party's obligations under this Agreement is delayed through no fault of Contracting Party, Contracting Party shall be entitled to a reasonable extension of time as proposed by Contracting Party and as accepted or amended by La Crosse. If performance of La Crosse's obligations is delayed through no fault of La Crosse, La Crosse shall be entitled to an extension of time equal to the delay.

12. USE OF LA CROSSE PROPERTY. Any property belonging to La Crosse being provided for use by Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement.

13. INSURANCE. Unless otherwise specified in this Agreement, Contracting Party shall, at its sole expense, maintain in effect at all times during the Agreement, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

a. *Worker's Compensation and Employers Liability Insurance.* Contracting Party shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the laws of the State of Wisconsin. Contracting Party shall provide statutory coverage for work related injuries and employer's liability insurance with limits of at least for employer's liability of one hundred thousand dollars (\$100,000.00) per each accident, one hundred thousand dollars (\$100,000.00) per each employee and five hundred thousand dollars (\$500,000.00) total policy limit.

b. *Commercial General Liability and Automobile Liability Insurance.* Contracting Party shall provide and maintain the following commercial general liability and automobile liability insurance:

- i. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as the following:
 1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).
 2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).
- ii. Contracting Party shall maintain limits no less than the following:
 1. General Liability. Two million dollars (\$2,000,000.00) per occurrence (\$2,000,000.00 general aggregate if applicable) for bodily injury, personal injury and property damage.
 2. Automobile Liability. Two million dollars (\$2,000,000.00) for bodily injury and property damage per occurrence covering all vehicles to be used in relationship to the Agreement.

3. Umbrella Liability. Five million dollars (\$5,000,000.00) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverage. Coverage is to duplicate the requirements as set forth herein.

c. *Professional Liability Insurance.* When Contracting Party renders professional services to La Crosse under the Agreement, Contracting Party shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals thereof during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to Contracting Party's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the La Crosse.

d. *Required Provisions.* The general liability, umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- i. La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Contracting Party; products and completed operations of Contracting Party; premises occupied or used by Contracting Party; and vehicles owned, leased, hired or borrowed by Contracting Party. The coverage shall contain no special limitations on the scope of protection afforded to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers' compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of La Crosse.
- ii. For any claims related to this Agreement, Contracting Party's insurance shall be primary insurance with respect to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by La Crosse, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to La Crosse, its elected and appointed officers, employees or authorized representatives or volunteers.
- iv. Contracting Party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v. Coverage shall not be canceled by the insurance carrier or the Contracting Party, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to La Crosse.

- vi. Such liability insurance shall indemnify La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, Contracting Party for damages on account of such bodily injury, (including death), property damage personal injury, completed operations, and products liability.
- vii. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.
- viii. All of the insurance shall be provided on policy forms and through companies satisfactory to La Crosse, and shall have a minimum AM Best's rating of A- VIII.

e. *Deductibles and Self-Insured Retentions.* Any deductible or self-insured retention must be declared to and approved by La Crosse.

f. *Evidences of Insurance.* Prior to execution of the Agreement, Contracting Party shall file with La Crosse a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

g. *Sub-Contractor.* In the event that Contracting Party employ other contractors (sub-contractors) as part of this Agreement, it shall be the Contracting Party's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

h. *Amendments.* La Crosse may amend its requirements for insurance upon sixty (60) days written notice. Contracting Party shall procure updated insurance to comply with the new requirements of La Crosse if commercially available and at La Crosse's expense. Contracting Party may appeal any requirement to amend the insurance coverage to La Crosse's City Council who may, in its sole discretion, mutually agree to waive such changes.

14. **INDEMNIFICATION.** To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, La Crosse, its elected and appointed officials, committee members, officers, employees, authorized representatives and volunteers ("La Crosse Indemnitees") from and against third party tort suits, actions, legal or administrative proceedings, claims, costs and expenses (including, without limitation, reasonable attorney and professional fees) to the extent caused by the negligent acts, errors or omissions of Contracting Party, its subcontractors or of anyone acting under its direction or control or on its behalf in the performance of this Agreement. Contracting Party's defense obligation shall not apply to professional liability claims. The aforesaid indemnity and hold harmless

agreement shall not be applicable to any liability to the extent caused by La Crosse, its elected and appointed officials, officers, employees or authorized representatives, consultants, contractors or volunteers in the performance of this Agreement. Contracting Party's obligation to indemnify, defend and hold harmless shall not be restricted to insurance proceeds, if any, received by La Crosse, its elected and appointed officials, officers, employees, authorized representatives or volunteers.

Nothing in this Agreement is intended or shall be construed to be a waiver or estoppel of La Crosse or its insurer (or otherwise affect or alter their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. To the extent that indemnification is available and enforceable against La Crosse, (a) La Crosse or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by applicable Wisconsin or federal law; and (b) La Crosse's obligations under this Agreement are further conditioned upon the following: (i) the indemnified party shall promptly notify La Crosse in writing of any such claims, demands, liabilities, damages, costs and expenses within ten (10) days of discovery; (ii) La Crosse shall have sole control of, and the indemnified party shall reasonably cooperate in all respects, in the defense of the claims, demands, liabilities, damages, costs and expenses and all related settlement negotiations; and (iii) the indemnified party shall not make any admission or disclosure or otherwise take any action prejudicial to La Crosse except as required by law.

Neither party shall be liable for indirect, special, exemplary, consequential or incidental damages, including, without limitation, any damages for lost profits, revenue or business interruption. The parties represent that, as of the effective date, neither party has any notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by any third party with respect to the matters contemplated in this Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

15. **NO PERSONAL LIABILITY.** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of either party have any personal liability arising out of this Agreement, unless an employee of the Contracting Party shall commit a criminal, fraudulent, malicious, or dishonest act which is excluded from Contracting Party's insurance coverage.

16. Intentionally omitted.

17. **INDEPENDENT CONTRACTORS.** The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its

employees. The parties shall not be considered joint agents, joint venturers, or partners.

18. **GOVERNING LAW.** This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

19. **JURY TRIAL WAIVER.** The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

20. **NOTIFICATION.** Parties shall:

(1) As soon as possible and in any event within a reasonable period of time after the occurrence of any event of default by either party, notify the other Party in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by defaulting party to cure or mitigate the default.

(2) Promptly notify the other Party of the commencement of any litigation or administrative proceeding that would cause any representation contained in this Agreement to be untrue.

(3) If related to the performance of services and work under this Agreement, notify the other Party, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by a Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of a Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against a Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

21. **SEVERABILITY.** The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

22. **ASSIGNMENT, SUBLET, AND TRANSFER.** A Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of the other Party. This Agreement shall be binding on the heirs, successors, and permitted assigns of each party hereto. A Party shall provide not less than forty-five (45) days advance written notice of

request to assign, sublet or transfer any services provided under this Agreement. The decision to allow an assignment by Contracting Party rests solely with La Crosse, in its discretion

23. **NO WAIVER.** The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

24. **SUBCONTRACTING.** None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of La Crosse. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to La Crosse for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

25. **CONFLICTS OF INTEREST.** Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to La Crosse

26. **NON-DISCRIMINATION.** Pursuant to law, it is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

Contracting Party shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

27. POLITICAL ACTIVITIES. Contracting Party employees shall not engage in any political activities within the City of La Crosse while in performance of any and all services and work under this Agreement. This does not apply to periods of time in which employee is not at work, or is billing other than La Crosse for his/ her time.

28. GOVERNMENTAL APPROVALS. Contracting Party acknowledges that various of the specific undertakings of La Crosse described in this Agreement may require approvals from the City of La Crosse Council, City of La Crosse bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contracting Party further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council. La Crosse's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. La Crosse cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such approvals on a timely basis. .

29. ENTIRE AND SUPERSEDING AGREEMENT. This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence.

30. AMENDMENT. This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

31. IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE. Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that modification or deviation from such schedules shall occur only upon approval of La Crosse or reasons of Force Majeure. Any phase or schedule that is determined to be "time of the essence" shall be specifically identified as such within the scope of services. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days. If such delays cause additional cost, Contracting Party shall be reimbursed.

32. TIME COMPUTATION. Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or

notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

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

To the City:	Attn. City Clerk	Copy to:	Attn. City Attorney
	City of La Crosse		City of La Crosse
	400 La Crosse Street		400 La Crosse Street
	La Crosse, WI 54601		La Crosse, WI 54601

Contracting Party shall identify in writing and provide to La Crosse the contact person and address for notices under this Agreement.

34. Intentionally omitted.

35. ACCESS TO RECORDS. Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. La Crosse, or any of its duly authorized representatives, shall have access, at no cost to La Crosse, to such books, records, documents, papers or any records, including electronic, of Contracting Party which are pertinent to the hourly rates of pay and reimbursable costs under this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions. Once deliverables are provided to La Crosse, additional copies will be provided for a fee.

36. PUBLIC RECORDS LAW. Contracting Party understands and acknowledges that La Crosse is subject to the Public Records Law of the State of Wisconsin. As such, Contracting Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contracting Party agrees to assist La Crosse in complying with any public records request that La Crosse receives pertaining to this Agreement. If the requested record is not within that which is required to be produced by statute or other authority, then Contracting Party may object, and La Crosse will reject the request. Contracting Party shall seek to intervene in any subsequent public records lawsuit, writ of mandamus, or other action against La Crosse seeking to compel disclosure in order to dispute disclosure of the requested record. Contracting Party shall also cooperate and provide assistance to La Crosse, at no cost, in the defense of such lawsuit, writ or other action. If the request is upheld by a court of law, then Contracting Party will produce the records or indemnify and hold harmless La Crosse Indemnitees from any liability, including without limitation, attorney fees related to or in any way arising from Contracting Party's actions or omissions which contribute to La Crosse's inability to comply with the Public Records Law. In the event that Contracting Party decides not to retain its records for a period of seven (7) years, then it shall provide written

notice to La Crosse whereupon La Crosse shall take custody of said records assuming such records are not already maintained by La Crosse. This provision shall survive the termination of this Agreement.

37. CONSTRUCTION. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

38. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

39. COMPLIANCE WITH LAW. The parties shall comply in all material respects with applicable federal, state and local laws, regulations and ordinances.

40. FORCE MAJEURE. Neither Party shall be responsible for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

41. GOOD STANDING. Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

42. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

43. EXECUTION OF AGREEMENT. Contracting Party shall sign and execute this Agreement on or before sixty (60) days of its

approval by the La Crosse Common Council, and Contracting Party's failure to do so will render the approval of the Agreement by the La Crosse Common Council null and void unless otherwise authorized.

44. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

45. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination.

46. COMPLIANCE WITH LAW. Contracting Party agrees to abide by applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.

47. RELIANCE. Contracting Party has the right to reasonably rely on information provided by or through La Crosse.

*Revised:
06.21.19*



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0319

Agenda Date: 3/30/2026

Version: 1

Status: Agenda Ready

In Control: Board of Public Works

File Type: General Item

CONTRACT CHANGE ORDER

No. 12

Date 3/24/2026

EDF # 25-056

Contract No. BLDG-2025-019 for the following public work: La Crosse Public Library Interior Renovation

between Market and Johnson and the City of La Crosse, dated 12/16/2025, is hereby changed in the following particulars, to-wit:

The following specific work is hereby eliminated from such contract:

- N/A

The following specific work is hereby added to such contract:

- Proposal 25 – Brick Wall Painting – (1 LS @ \$4,864.27)

By virtue of such changes in the contract, the following revisions shall be made:

Contract-----	<u>\$ 1,693,500.00</u>
Contingency-----	<u>\$ 254,025.00</u>
Net Previous Change Orders -----	<u>\$ 147,735.99</u>
Decrease by eliminations (this C.O.)-----	<u>\$ 0.00</u>
Increase by additions (this C.O.)-----	<u>\$ 4,864.27</u>
Net Deductions or Additions (Strike out one)-----	<u>\$ 152,600.26</u>
Revised Contract Total -----	<u>\$ 1,846,100.26</u>

Market & Johnson
NAME OF CONTRACTOR


CONTRACTOR SIGNATURE

BOARD OF PUBLIC WORKS

I HEREBY CERTIFY that there are sufficient funds in the treasury to meet the liability assumed by the foregoing addenda to contract, or that provision has been made to pay the liability that will accrue thereunder. (WS 62.15-12; 62.09-10-f)

Signed by: David Tauscher **Budget Analyst**
B7509F2EE0F24E5...

Signed by: Chadwick Hawkins **Controller**
A93F306A40954A6...

CONTRACT CHANGE ORDER

No. 14

Date 3/24/2026

EDF # 25-056

Contract No. BLDG-2025-019 for the following public work: La Crosse Public Library Interior Renovation

between Market and Johnson and the City of La Crosse, dated 12/16/2025, is hereby changed in the following particulars, to-wit:

The following specific work is hereby eliminated from such contract:

- N/A

The following specific work is hereby added to such contract:

- Proposal 29 – Additional Floor Box at OPAC (1 LS @ \$3,822.34)

By virtue of such changes in the contract, the following revisions shall be made:

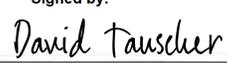
Contract-----	\$ 1,693,500.00
Contingency-----	\$ 254,025.00
Net Previous Change Orders -----	\$ 152,600.26
Decrease by eliminations (this C.O.)-----	\$ 0.00
Increase by additions (this C.O.)-----	\$ 3,822.34
Net Deductions or Additions (Strike out one)-----	\$ 156,422.60
Revised Contract Total -----	\$ 1,849,922.60

Market & Johnson
NAME OF CONTRACTOR


CONTRACTOR SIGNATURE

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Signed by:

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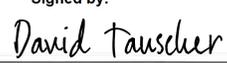
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 B7509F2EE0F24E5... **Budget Analyst**

Signed by:

 A93F306A40954A6... **Controller**

CONTRACT CHANGE ORDER

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Date 3/24/2026

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Market & Johnson
NAME OF CONTRACTOR


CONTRACTOR SIGNATURE

BOARD OF PUBLIC WORKS

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Signed by: David Tauscher
B7509F2EE0F24E5... **Budget Analyst**

Signed by: Chadwick Hawkins
A93F306A40954A6... **Controller**



ENGINEERING SERVICES AGREEMENT

Wastewater Treatment Facility Startup Assistance (Project)

This Agreement is by and between:

City of La Crosse (Owner)
400 La Crosse Street
La Crosse, WI 54601

and

Donohue & Associates, Inc. (Donohue)
3311 Weeden Creek Road
Sheboygan, WI 53081

Who agree as follows:

Owner hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

APPROVED FOR OWNER

By: [Signature]

Printed Name: Jared Greeno

Title: Superintendent wwp

Date: 09/02/2025

APPROVED FOR DONOHUE

By: _____

Printed Name: _____

Title: _____

Date: _____

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The purpose of this Project is to assist the Owner with close-out of the ongoing construction project and document modifications that would otherwise go unrecorded. Additional attendance at weekly progress meetings is included to continue providing management of the contractor and suppliers in an effort to mutually resolve each system's startup in a productive manner.

B. SCOPE OF SERVICES

1. Attend additional weekly and monthly progress meetings at an on-call basis while Contractor finishes the work beyond the contractual scheduled date. Meetings will end when the system is able to be reliably and consistently operated by the City's staff without significant intervention.
2. Perform on-site reviews of the punchlist and drive forward progress towards completion by the contractor, subcontractors, and suppliers. Site trips will be provided approximately bi-weekly until the punchlist is resolved.
3. Update the previously generated Standard Operating Procedures to reflect changes that best capture the current operating practices.

C. PROJECT TIMING

1. Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. The completion of the SOPs will be provided by September 30, 2025; however, the remaining scope of services depend on the contractor's schedule, which is currently undefined.
2. Donohue's services under this Agreement will be considered complete when Donohue has delivered to Owner all the deliverables defined in under the Scope of Services.

PART II
OWNER RESPONSIBILITIES

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.

3. Owner shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.
4. Provide to Donohue existing information regarding the existence and locations of utilities and underground facilities.
5. Provide Donohue safe access to premises necessary for Donohue to provide the Services.
6. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Conditions, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

**PART III
COMPENSATION, BILLING AND PAYMENT**

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. Routine expenses will be billed at cost and subconsultant costs will include a 10% markup. The total cost for these Services and expenses will not exceed \$24,500
- B. Donohue will bill Owner monthly, with net payment due in 30 days.
- C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without written authorization from Owner.

STANDARD TERMS AND CONDITIONS (Service Contracts)
(06.21.19)

1. DEFINITIONS. In this section "Contracting Party" shall mean any party that is entering into this Agreement with the City of La Crosse. "La Crosse" shall mean the City of La Crosse. These definitions shall apply only to this document titled "Standard Terms and Conditions (Service Contracts)" and shall not replace, modify or supersede any definitions used in other sections of this Agreement.

2. STANDARD OF PERFORMANCE. Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be in a manner at least equal to the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services

3. FULLY QUALIFIED. Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and, if applicable, shall be authorized or permitted under all applicable state and local laws and any other applicable laws or regulations to perform the services.

4. SCOPE OF SERVICES. Contracting Party is required to perform, do and carryout in a timely and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as indicated in this Agreement. The scope of services to be performed shall include, those services set forth in this Agreement. La Crosse may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.

5. CHANGE OF SCOPE. The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement. The scope of service may not be fully definable during initial phases, and as the project progresses, facts discovered may indicate that the scope must be redefined. If mutually agreed to in advance in writing, Contracting Party shall make changes, furnish necessary materials, and perform the work that La Crosse may require, without nullifying this Agreement, at a reasonable addition to, or reduction from, the total cost of the project. Under no circumstances shall Contracting Party make any changes, either as additions or deductions, without the written consent of La Crosse, and La Crosse shall not pay any extra charges made by Contracting Party that have not been agreed upon in advance and documented in writing.

6. COMPENSATION. Contracting Party will be compensated by La Crosse for the services provided under this Agreement and subject to the terms, conditions and contingences set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to La Crosse. These invoices, unless lump sum, must be itemized to identify labor costs and the Contracting Party's direct expenses, including subcontractor and supplier costs. In addition, such invoices shall show the hours worked by the Contracting Party's staff and the amount of work

completed as a percentage of the work to be performed. If payment is by lump sum, then only the percent complete will be invoiced. The final payment of the balance due the Contracting Party for the completed service shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement. Without prejudice to any other right or remedy it may have, La Crosse reserves the right to setoff at any time any amount owing to it by Contracting Party against any amount payable by La Crosse to Contracting Party.

7. TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT REPORTING. Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the sole responsibility of the Contracting Party.

8. TERMINATION FOR CAUSE. If, through its own fault, intentional misconduct, or the fault or intentional misconduct of its subcontractors, agents or volunteers, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, both as determined by La Crosse in its sole discretion, La Crosse shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other deliverables performed by the Contracting Party under this Agreement for which compensation has been made shall, at the option of La Crosse, become the property of La Crosse. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to La Crosse for damages sustained by La Crosse by virtue of the Contracting Party's intentional misconduct or negligent performance of this Agreement, and La Crosse may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to La Crosse from the Contracting Party is determined. Use of incomplete or unfinished work is at the sole risk of La Crosse.

9. TERMINATION FOR CONVENIENCE. Either Party may terminate this Agreement for convenience at any time and for any reason by giving sixty (60) days written notice to the other Party of such termination. If this Agreement is terminated by La Crosse pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed and accepted by La Crosse bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by La Crosse.

10. SAFETY. Unless specifically included as a service to be provided under this Agreement, La Crosse specifically disclaims any authority or responsibility for general job site safety, or the safety of other persons or property. Except as otherwise provided in this

Agreement, Contracting Party disclaims any authority or responsibility for general job site safety, or the safety of third-parties or their property.

11. DELAYS. If performance of Contracting Party's obligations under this Agreement is delayed through no fault of Contracting Party, Contracting Party shall be entitled to a reasonable extension of time as proposed by Contracting Party and as accepted or amended by La Crosse. If performance of La Crosse's obligations is delayed through no fault of La Crosse, La Crosse shall be entitled to an extension of time equal to the delay.

12. USE OF LA CROSSE PROPERTY. Any property belonging to La Crosse being provided for use by Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement.

13. INSURANCE. Unless otherwise specified in this Agreement, Contracting Party shall, at its sole expense, maintain in effect at all times during the Agreement, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

a. *Worker's Compensation and Employers Liability Insurance.* Contracting Party shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the laws of the State of Wisconsin. Contracting Party shall provide statutory coverage for work related injuries and employer's liability insurance with limits of at least for employer's liability of one hundred thousand dollars (\$100,000.00) per each accident, one hundred thousand dollars (\$100,000.00) per each employee and five hundred thousand dollars (\$500,000.00) total policy limit.

b. *Commercial General Liability and Automobile Liability Insurance.* Contracting Party shall provide and maintain the following commercial general liability and automobile liability insurance:

- i. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as the following:
 1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).
 2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).
- ii. Contracting Party shall maintain limits no less than the following:
 1. General Liability. Two million dollars (\$2,000,000.00) per occurrence (\$2,000,000.00 general aggregate if applicable) for bodily injury, personal injury and property damage.
 2. Automobile Liability. Two million dollars (\$2,000,000.00) for bodily injury and property damage per occurrence covering all vehicles to be used in relationship to the Agreement.

3. Umbrella Liability. Five million dollars (\$5,000,000.00) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverage. Coverage is to duplicate the requirements as set forth herein.

c. *Professional Liability Insurance.* When Contracting Party renders professional services to La Crosse under the Agreement, Contracting Party shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals thereof during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to Contracting Party's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the La Crosse.

d. *Required Provisions.* The general liability, umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- i. La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Contracting Party; products and completed operations of Contracting Party; premises occupied or used by Contracting Party; and vehicles owned, leased, hired or borrowed by Contracting Party. The coverage shall contain no special limitations on the scope of protection afforded to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers' compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of La Crosse.
- ii. For any claims related to this Agreement, Contracting Party's insurance shall be primary insurance with respect to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by La Crosse, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to La Crosse, its elected and appointed officers, employees or authorized representatives or volunteers.
- iv. Contracting Party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v. Coverage shall not be canceled by the insurance carrier or the Contracting Party, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to La Crosse.

- vi. Such liability insurance shall indemnify La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, Contracting Party for damages on account of such bodily injury, (including death), property damage personal injury, completed operations, and products liability.
- vii. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.
- viii. All of the insurance shall be provided on policy forms and through companies satisfactory to La Crosse, and shall have a minimum AM Best's rating of A- VIII.

e. *Deductibles and Self-Insured Retentions.* Any deductible or self-insured retention must be declared to and approved by La Crosse.

f. *Evidences of Insurance.* Prior to execution of the Agreement, Contracting Party shall file with La Crosse a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

g. *Sub-Contractor.* In the event that Contracting Party employ other contractors (sub-contractors) as part of this Agreement, it shall be the Contracting Party's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

h. *Amendments.* La Crosse may amend its requirements for insurance upon sixty (60) days written notice. Contracting Party shall procure updated insurance to comply with the new requirements of La Crosse if commercially available and at La Crosse's expense. Contracting Party may appeal any requirement to amend the insurance coverage to La Crosse's City Council who may, in its sole discretion, mutually agree to waive such changes.

14. **INDEMNIFICATION.** To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, La Crosse, its elected and appointed officials, committee members, officers, employees, authorized representatives and volunteers ("La Crosse Indemnitees") from and against third party tort suits, actions, legal or administrative proceedings, claims, costs and expenses (including, without limitation, reasonable attorney and professional fees) to the extent caused by the negligent acts, errors or omissions of Contracting Party, its subcontractors or of anyone acting under its direction or control or on its behalf in the performance of this Agreement. Contracting Party's defense obligation shall not apply to professional liability claims. The aforesaid indemnity and hold harmless

agreement shall not be applicable to any liability to the extent caused by La Crosse, its elected and appointed officials, officers, employees or authorized representatives, consultants, contractors or volunteers in the performance of this Agreement. Contracting Party's obligation to indemnify, defend and hold harmless shall not be restricted to insurance proceeds, if any, received by La Crosse, its elected and appointed officials, officers, employees, authorized representatives or volunteers.

Nothing in this Agreement is intended or shall be construed to be a waiver or estoppel of La Crosse or its insurer (or otherwise affect or alter their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. To the extent that indemnification is available and enforceable against La Crosse, (a) La Crosse or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by applicable Wisconsin or federal law; and (b) La Crosse's obligations under this Agreement are further conditioned upon the following: (i) the indemnified party shall promptly notify La Crosse in writing of any such claims, demands, liabilities, damages, costs and expenses within ten (10) days of discovery; (ii) La Crosse shall have sole control of, and the indemnified party shall reasonably cooperate in all respects, in the defense of the claims, demands, liabilities, damages, costs and expenses and all related settlement negotiations; and (iii) the indemnified party shall not make any admission or disclosure or otherwise take any action prejudicial to La Crosse except as required by law.

Neither party shall be liable for indirect, special, exemplary, consequential or incidental damages, including, without limitation, any damages for lost profits, revenue or business interruption. The parties represent that, as of the effective date, neither party has any notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by any third party with respect to the matters contemplated in this Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

15. **NO PERSONAL LIABILITY.** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of either party have any personal liability arising out of this Agreement, unless an employee of the Contracting Party shall commit a criminal, fraudulent, malicious, or dishonest act which is excluded from Contracting Party's insurance coverage.

16. Intentionally omitted.

17. **INDEPENDENT CONTRACTORS.** The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its

employees. The parties shall not be considered joint agents, joint venturers, or partners.

18. **GOVERNING LAW.** This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

19. **JURY TRIAL WAIVER.** The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

20. **NOTIFICATION.** Parties shall:

(1) As soon as possible and in any event within a reasonable period of time after the occurrence of any event of default by either party, notify the other Party in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by defaulting party to cure or mitigate the default.

(2) Promptly notify the other Party of the commencement of any litigation or administrative proceeding that would cause any representation contained in this Agreement to be untrue.

(3) If related to the performance of services and work under this Agreement, notify the other Party, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by a Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of a Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against a Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

21. **SEVERABILITY.** The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

22. **ASSIGNMENT, SUBLET, AND TRANSFER.** A Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of the other Party. This Agreement shall be binding on the heirs, successors, and permitted assigns of each party hereto. A Party shall provide not less than forty-five (45) days advance written notice of

request to assign, sublet or transfer any services provided under this Agreement. The decision to allow an assignment by Contracting Party rests solely with La Crosse, in its discretion

23. **NO WAIVER.** The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

24. **SUBCONTRACTING.** None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of La Crosse. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to La Crosse for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

25. **CONFLICTS OF INTEREST.** Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to La Crosse

26. **NON-DISCRIMINATION.** Pursuant to law, it is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

Contracting Party shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

27. POLITICAL ACTIVITIES. Contracting Party employees shall not engage in any political activities within the City of La Crosse while in performance of any and all services and work under this Agreement. This does not apply to periods of time in which employee is not at work, or is billing other than La Crosse for his/ her time.

28. GOVERNMENTAL APPROVALS. Contracting Party acknowledges that various of the specific undertakings of La Crosse described in this Agreement may require approvals from the City of La Crosse Council, City of La Crosse bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contracting Party further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council. La Crosse's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. La Crosse cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such approvals on a timely basis. .

29. ENTIRE AND SUPERSEDING AGREEMENT. This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence.

30. AMENDMENT. This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

31. IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE. Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that modification or deviation from such schedules shall occur only upon approval of La Crosse or reasons of Force Majeure. Any phase or schedule that is determined to be "time of the essence" shall be specifically identified as such within the scope of services. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days. If such delays cause additional cost, Contracting Party shall be reimbursed.

32. TIME COMPUTATION. Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or

notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

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

To the City:	Attn. City Clerk	Copy to:	Attn. City Attorney
	City of La Crosse		City of La Crosse
	400 La Crosse Street		400 La Crosse Street
	La Crosse, WI 54601		La Crosse, WI 54601

Contracting Party shall identify in writing and provide to La Crosse the contact person and address for notices under this Agreement.

34. Intentionally omitted.

35. ACCESS TO RECORDS. Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. La Crosse, or any of its duly authorized representatives, shall have access, at no cost to La Crosse, to such books, records, documents, papers or any records, including electronic, of Contracting Party which are pertinent to the hourly rates of pay and reimbursable costs under this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions. Once deliverables are provided to La Crosse, additional copies will be provided for a fee.

36. PUBLIC RECORDS LAW. Contracting Party understands and acknowledges that La Crosse is subject to the Public Records Law of the State of Wisconsin. As such, Contracting Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contracting Party agrees to assist La Crosse in complying with any public records request that La Crosse receives pertaining to this Agreement. If the requested record is not within that which is required to be produced by statute or other authority, then Contracting Party may object, and La Crosse will reject the request. Contracting Party shall seek to intervene in any subsequent public records lawsuit, writ of mandamus, or other action against La Crosse seeking to compel disclosure in order to dispute disclosure of the requested record. Contracting Party shall also cooperate and provide assistance to La Crosse, at no cost, in the defense of such lawsuit, writ or other action. If the request is upheld by a court of law, then Contracting Party will produce the records or indemnify and hold harmless La Crosse Indemnitees from any liability, including without limitation, attorney fees related to or in any way arising from Contracting Party's actions or omissions which contribute to La Crosse's inability to comply with the Public Records Law. In the event that Contracting Party decides not to retain its records for a period of seven (7) years, then it shall provide written

notice to La Crosse whereupon La Crosse shall take custody of said records assuming such records are not already maintained by La Crosse. This provision shall survive the termination of this Agreement.

37. CONSTRUCTION. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

38. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

39. COMPLIANCE WITH LAW. The parties shall comply in all material respects with applicable federal, state and local laws, regulations and ordinances.

40. FORCE MAJEURE. Neither Party shall be responsible for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

41. GOOD STANDING. Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

42. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

43. EXECUTION OF AGREEMENT. Contracting Party shall sign and execute this Agreement on or before sixty (60) days of its

approval by the La Crosse Common Council, and Contracting Party's failure to do so will render the approval of the Agreement by the La Crosse Common Council null and void unless otherwise authorized.

44. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

45. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination.

46. COMPLIANCE WITH LAW. Contracting Party agrees to abide by applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.

47. RELIANCE. Contracting Party has the right to reasonably rely on information provided by or through La Crosse.

*Revised:
06.21.19*