



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final

Board of Public Works

Monday, September 30, 2024

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

Mitch Reynolds, Tamra Dickinson, Rebecca Schwarz, Andrea Trane, Matthew Gallagher.

Approval of Minutes

Minutes from September 23, 2024.

Agenda Items:

- [24-0938](#) Bidder's Proof of Responsibility.
- [24-1299](#) Construction Contract Change Orders.
- [24-1300](#) Construction Contract Final Payments.
- [24-1307](#) Request for funding Myrick Pumphouse Stand-by Generator.
- [24-1309](#) IT Department request to add Rooftop Chillers for City Hall Server Room.
- [24-1310](#) Request to approve the agreement to purchase manhole inspection camera.
- [24-1311](#) Finding and Order to Establish Two 15 Minute Loading Zones along Veterans Memorial Drive.
- [24-1263](#) City Brewery Forfeiture Response.
- [24-1210](#) Resolution to cancel, amend, reallocate, and/or move previously approved water utility past or future CIP projects/equipment.

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: 24-0938

Agenda Date: 9/30/2024

Version: 1

Status: Agenda Ready

In Control: Board of Public Works

File Type: General Item

Agenda Number:

BIDDERS PROOF OF RESPONSIBILITY FOR BPW MEETING

9/30/2024

<u>CONTRACTOR</u>	<u>ADDRESS</u>	2024-2025 BID	<u>WORK PERFORMED</u>
		PRE-QUALIFICATION	
HENGEL BROTHERS, INC.	2302 SOUTH AVE, LA CROSSE, WI 54601	\$6,639,201.00	HVAC, PLUMBING, PUMP HOUSES & LIFT STATIONS, SANITARY & STORM SEWER CONSTRUCTION, WATER MAIN CONSTRUCTION
KNUTSON CONSTRUCTION SERVICES ROCHESTER, INC.	5985 BANDEL RD. NW, ROCHESTER, MN 55901	\$110,358,000.00	BUILDING CONSTRUCTION, BUILDING DEMOLITION, GENERAL CONSTRUCTION
ENGINEERING & CONSTRUCTION INNOVATIONS, INC.	7002 6TH ST N, OAKDALE, MN 55128	\$31,461,777.00	PUMP HOUSES & LIFT STATIONS, SANITARY & STORM SEWER CONSTRUCTION, REINFORCED CONCRETE CONSTRUCTION, WATER MAIN CONSTRUCTION



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-1299

Agenda Date: 9/30/2024

Version: 1

Status: Agenda Ready

In Control: Board of Public Works

File Type: General Item

Agenda Number:

CONTRACT CHANGE ORDER

No. 010

Date 09/24/2024

EDF # 20-040

Contract No. WWTP-2021-48 for the following public work: 2021 Wastewater Treatment Facility Upgrades Project between C.D. Smith Construction, Inc. and the City of La Crosse, dated April 8, 2021, is hereby changed in the following particulars, to-wit:

The following specific work is hereby added to such contract:

Contract Price	\$ 0.00
Contract Times to Substantial Completion	274 days
Contract Times to Final Completion	255 days

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

Contract Price ----- \$ 61,295,891.66
 Contract price decreased by eliminations ----- \$ 0
 Contract price increased by additions ----- \$ 0
 Net ~~Deductions~~ or Additions (Strike out one) ----- \$ 0
 Revised Contract Price ----- \$ 61,295,891.66

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

Contract Substantial Completion Date ----- October 31, 2024
 Contract Final Completion Date ----- December 31, 2024

C.D. Smith Construction Inc.

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**
EE923CC8B4BC443...
 DocuSigned by: Chadwick Hawkins **Controller**
A93F306A40954A6...



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-1300

Agenda Date: 9/30/2024

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: 24-1307

Agenda Date: 9/30/2024

Version: 1

Status: Agenda Ready

In Control: Board of Public Works

File Type: General Item



CITY OF LA CROSSE

WATER DEPARTMENT

400 La Crosse St

La Crosse WI 54601-3396

Phone (608) 789-7536

utilities@cityoflacrosse.org

MEMORANDUM

To: Board of Public Works
From: Derek Greebon – Water Superintendent
Date: 8/26/2024
Subject: 800 East Ave N – Myrick Pumphouse Stand-by Generator

On August 28th, 2024, the standby generator inside of the Myrick Pumphouse caught fire and is a total loss. The Water Department is seeking \$50,000 dollars to replace and relocate the generator outside the building. This relocation will accomplish safety of the staff and the building. The funds will come from the Water funds and some of the costs will be off set by an insurance claim.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-1309

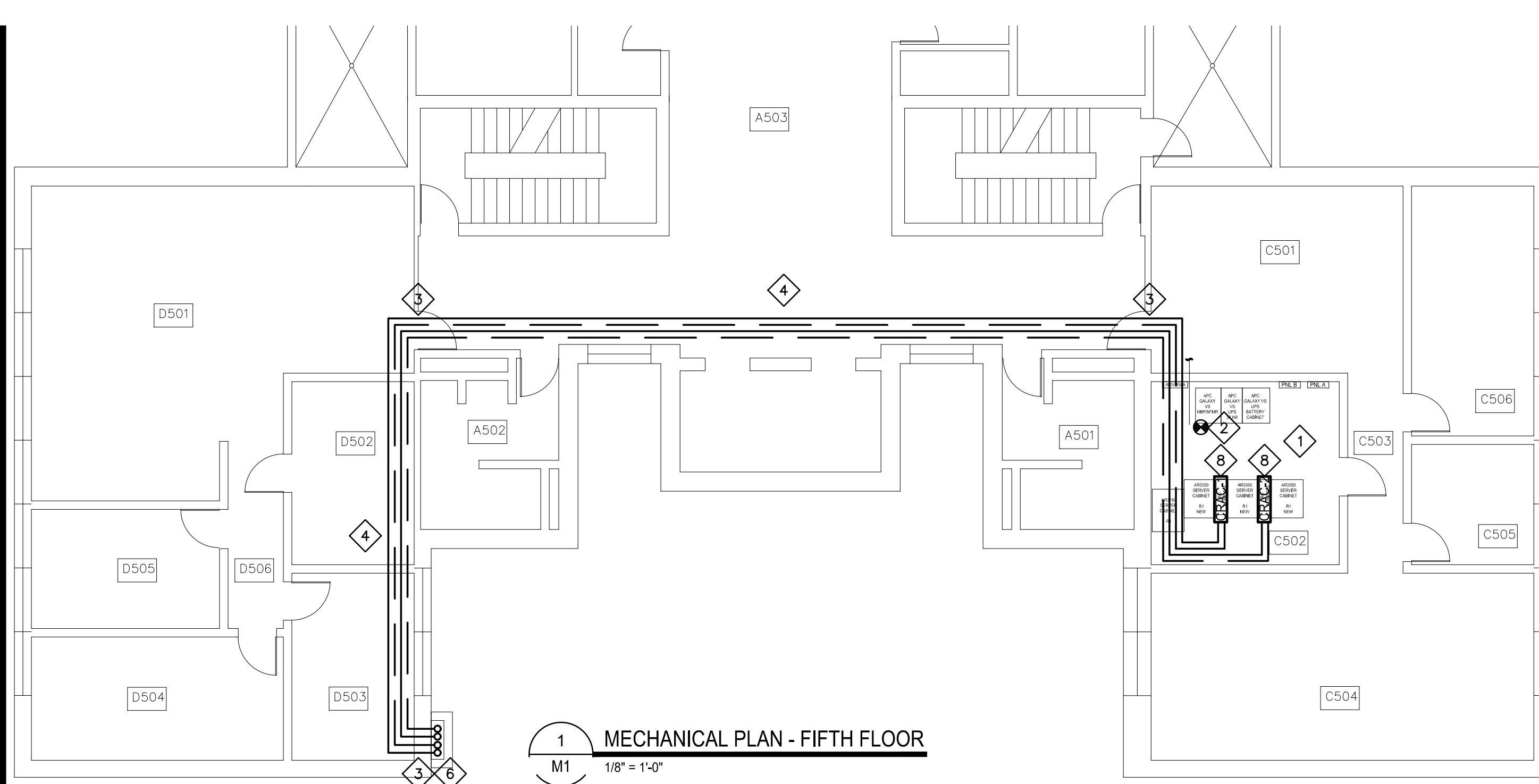
Agenda Date: 9/30/2024

Version: 1

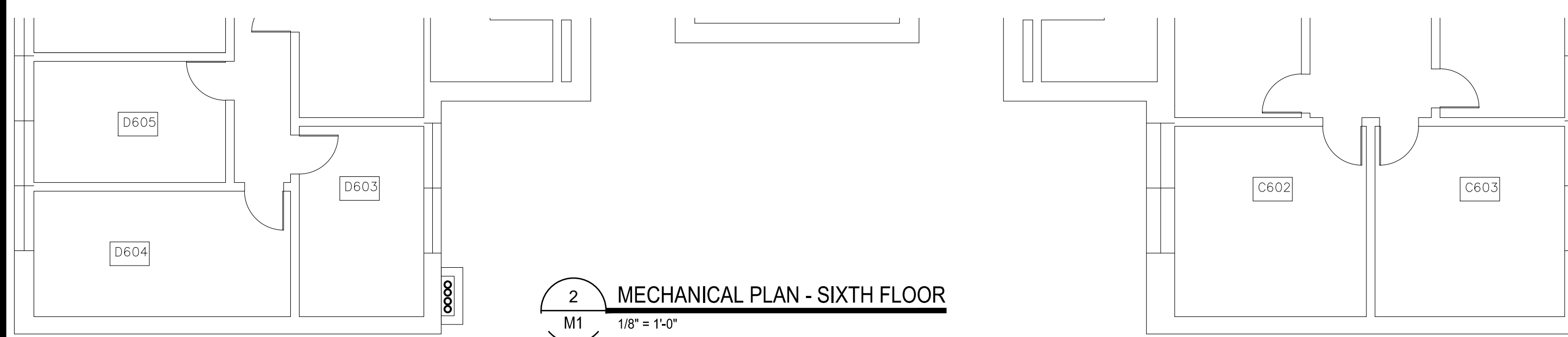
Status: Agenda Ready

In Control: Board of Public Works

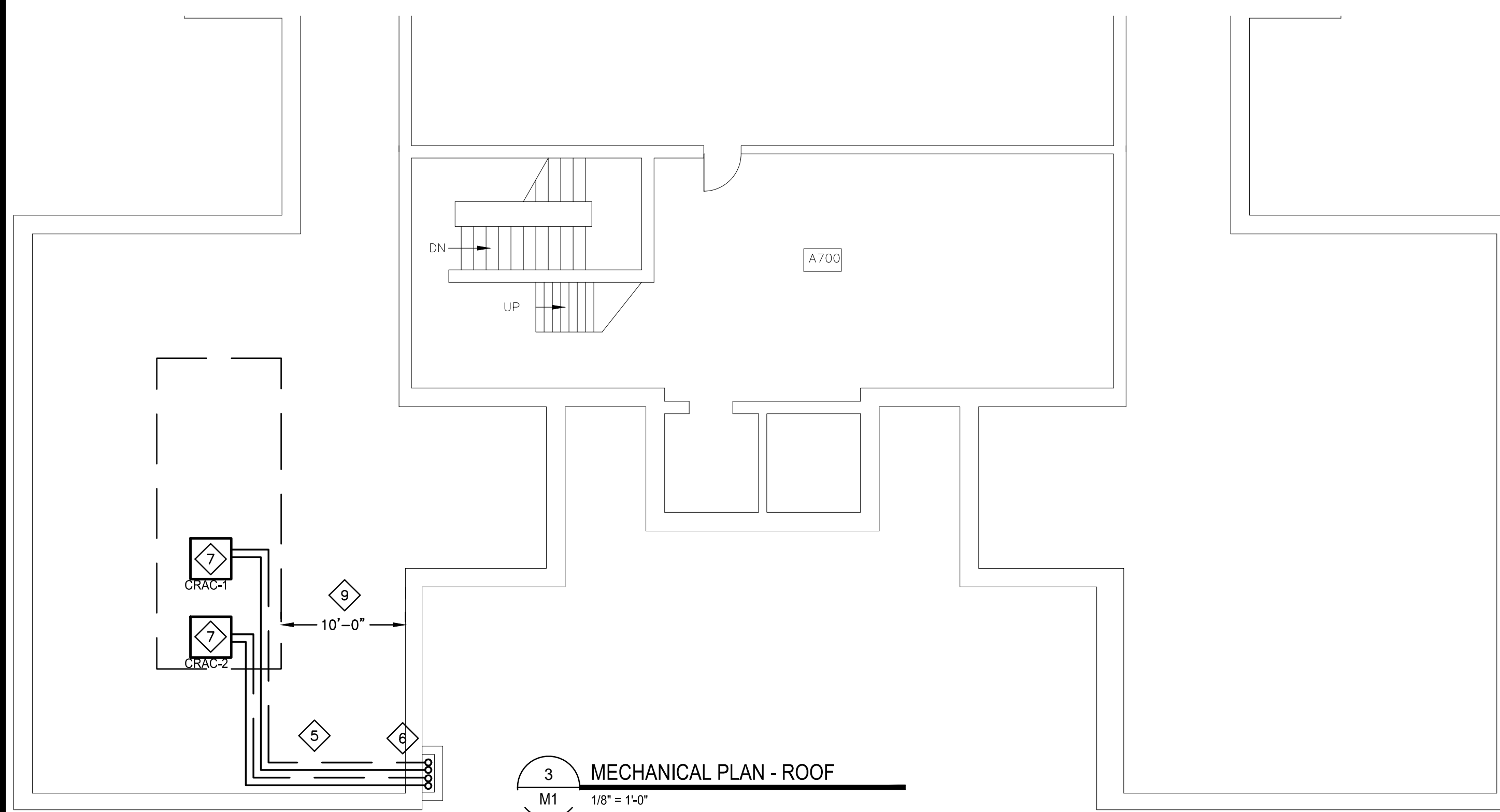
File Type: General Item



1 MECHANICAL PLAN - FIFTH FLOOR
M1 1/8" = 1'-0"



2 MECHANICAL PLAN - SIXTH FLOOR
M1 1/8" = 1'-0"



3 MECHANICAL PLAN - ROOF
M1 1/8" = 1'-0"

- NOTES:**
- 1 CONTRACTOR SHALL DEMOLISH EXISTING COOLING UNIT AND ASSOCIATED PIPING IN ROOM C502. THE EXISTING CONDENSATE DRAIN SHALL REMAIN AND BE REUSED.
 - 2 CONNECT NEW CONDENSATE DRAIN TO EXISTING. CONTRACTOR SHALL VERIFY EXACT LOCATION
 - 3 CONTRACTOR SHALL PATCH WITH FIRE-STOP BARRIER THE ROOTING OF REFRIGERANT PIPING AS CODE REQUIRED
 - 4 REFRIGERANT PIPING TO NEW INDOOR UNIT. COORDINATE ROUTING WITH DUCTWORK AND PIPING
 - 5 PROVIDE PIPE SUPPORTS FOR ALL ROOF MOUNTED PIPING. REFER TO SPECS FOR ADDITIONAL INFORMATION.
 - 6 SEAL NEW PENETRATIONS INTO PIPE BOX
 - 7 CONTRACTOR SHALL PROVIDE NEW CONDENSING UNITS AND PROVIDE ROOFCURB ADAPTOR IF NECESSARY. REFER TO SCHEDULE FOR ADDITIONAL INFORMATION
 - 8 CONTRACTOR SHALL PROVIDE NEW INDOOR COOLING UNIT. REFER TO SCHEDULE FOR ADDITIONAL INFORMATION.
 - 9 ALL NEW EQUIPMENT SHALL BE INSTALLED A MINIMUM OF 10'-0" AWAY FROM EDGES

COMPUTER ROOM AIR CONDITIONER	
UNIT	CRAC
SERVICE	C502
MANUFACTURER	SCHNEIDER ELECTRIC
MODEL	ACRD301 (INDOOR) - ACCU301 (OUTDOOR)
STYLE	INROW DX
RETURN A/C (DB/WB)	-
TOTAL MBH	-
SENSIBLE MBH AT 95°F	92.4 MBH / 27 KW
FAN SELECTION AIR VOLUME (CFM)	3,200
FAN SELECTION MOTOR (HP)	-
EVAPORATOR COIL FACE AREA (SQFT)	5.49
EVAPORATOR COIL ROWS	3
EVAPORATOR COIL FACE VELOCITY (FPM)	-
FILTER SECTION SIZE	REAR RETURN
FILTER EFFICIENCY	0.5" MERV 1
CONDENSER TYPE	-
CONDENSER MODEL	-
AIRFLOW (CFM)	-
NOTES	
NOTES:	1.



305 2nd Street Northwest
Suite 105
New Brighton, Minnesota 55112
Tel (651) 632-2300
Fax (651) 632-2397

CONSULTING ENGINEERS

ERICKSEN ELLISON AND ASSOCIATES INC.

CERTIFICATION
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am duly Licensed Professional Engineer under the laws of the State of Minnesota
MATTHEW E. ARMSTEAD
Print Name

Signature
Date: XX/XX/2013 License # 46694

REVISIONS		
No.	Date	Descriptions
△		
△		
△		
△		
△		
△		

PROJECT
LA CROSSE CITY
DATA CENTER

Proj No. 7137-00
Drawn By : JVM
Designed By : MEA
Date : 09/20/2024

SHEET TITLE
MECHANICAL PLANS
5TH, 6TH AND ROOF LEVELS

SHEET
M1



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-1310

Agenda Date: 9/30/2024

Version: 1

Status: Agenda Ready

In Control: Board of Public Works

File Type: General Item



CITY OF LA CROSSE UTILITIES

WATER - SEWER - STORM

400 La Crosse St

La Crosse WI 54601-3396

Phone (608) 789-7536

utilities@cityoflacrosse.org

MEMORANDUM

To: Board of Public Works
From: Tina Erickson, Utilities Finance & Compliance Manager
Luke Schipper, Assistant Superintendent - Sewer
Date: September 30, 2024
Subject: Manhole camera purchase agreement and rental agreement

The Sanitary Sewer Utility has a manhole inspection camera scheduled for purchase in 2025, but due to operational demands and necessity to complete large numbers of condition assessments of sanitary and stormwater underground structures for upcoming capital projects, it would be advantageous to rent the equipment now to avoid delays in the capital design and planning process. The vendor is willing to rent the camera to the utility for free for the remainder of this year until the funding becomes available in January at which point we would purchase the camera in full at the source well quote pricing provided, contingent upon completing the attached Quote/Purchase Agreement and Rental Agreement.

The purchase price comes in well below the approved budget of \$30,000, and the Utility believes this temporary rental is the best course of action to meet the immediate need for more efficient structural inspections until we can proceed with the approved purchase. We request the Board's approval to sign these two agreements and rent the camera that has already been approved for purchase in the upcoming fiscal year.

Thank you for your time and consideration.



MACQUEEN™

MacQueen
N60 W15835 Kohler Lane
Menomonee Falls, WI 53051
262-252-4744 • 800-252-4799

Ship To: CITY OF LA CROSSE
905 JOSEPH HOUSKA DR
LA CROSSE, WI 54601

Invoice To: CITY OF LA CROSSE
2000 Marco Dr.
La Crosse WI 54601

Branch 02 - MENOM FALLS WI		
Date 08/30/2024	Time 11:41:10 (O)	Page 1
Account No LACRO005	Phone No 6087897340	Est No 00 Q01408
Ship Via GROUND	Purchase Order QUOTE	
Tax ID No		
BEN SCHROEDER		Salesperson 105

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 09/29/2024 Amount

ENVIROSIGHT QUICKVIEW 360 POLE CAMERA SYSTEM 19552.50

*
SYSTEM INCLUDES:
TWIN CAMERAS FOR 360 DEGREE FOOTAGE
HIGH-INTENSITY LED LIGHTS
RANGEFINDER TO MEASURE DEPTH AND GUIDE DESCENT
WIFI COMMUNICATION WITH TABLET APP
30' TELESCOPING POLE
1-YEAR VOUCHER FOR WINCAN WEB

Subtotal: 19552.50
Quote Total: 19552.50

Authorization: _____

QUOTED PRICES ARE BASED ON CURRENT COSTS AND THEREFORE SUBJECT TO CHANGE
WITH WRITTEN NOTICE TO ACCOUNT FOR PRICING CHANGES BEYOND SELLER'S CONTROL

*
CUSTOMER-SUPPLIED TABLET IS REQUIRED

*
PRICING PER SOURCEWELL CONTRACT #120721-EVS FOR MEMBER
#28239. TOTAL PRICE ABOVE INCLUDES CAMERA SYSTEM, FREIGHT,
PDI, DELIVERY AND TRAINING.

*
SYSTEMS AVAILABLE FOR IMMEDIATE DELIVERY



MACQUEEN™

Option for Rent-to-Purchase

This policy states the conditions for THE CITY OF LA CROSSE, WI, currently engaged in a lease agreement with MacQueen Equipment, LLC. Purchase price of, as agreed upon, and excluding local and/or vehicle taxes: **\$19,552.50**

Rent will be applied to the purchase price at the following rate:

Month	Monthly Rent	% Total Applied to RPO	Amount Applied to RPO	Truck Purchase Price
1	\$ 0.00	100%	\$ 0.00	\$ 19,552.50
2	\$ 0.00	100%	\$ 0.00	\$ 19,552.50
3	\$ 0.00	100%	\$ 0.00	\$ 19,552.50
4	\$ 0.00	70%	\$ 0.00	\$ 19,552.50
5	\$ 0.00	60%	\$ 0.00	\$ 19,552.50
6	\$ 0.00	50%	\$ 0.00	\$ 19,552.50

*Only paid rental invoices will be applied to the RPO adjusted sale price

*Any additional equipment added to the unit, other than original configured stock from the factory, will be at the renters expense at the time of install

Purchase Agreement Q01408 has been signed by Lessee who agrees to take delivery of the equipment immediately and be invoiced for the full balance not before 1/1/25.

AGREEMENT made this ____ day of _____, 2024, between MacQueen Equipment, LLC., a corporation organized and existing under the laws of the State of Minnesota with a place of business at 1125 East 7th Street, St. Paul, MN 55106, hereinafter called "Lessor" and Lessee, The City of La Crosse, WI Wastewater Utility, whose place of business is at 905 Joseph Houska Park Dr. La Crosse, WI 54601, Phone No. 608-789-7324.

1. Subject. The Lessor hereby leases to the Lessee, subject to the terms and conditions hereinafter set forth, the following property, as set forth in the itemized list in this paragraph, hereinafter referred to as the "equipment":

DESCRIPTION OF THE EQUIPMENT

ENVIROSIGHT QUICKVIEW 360 MANHOLE CAMERA Unit#:

Serial#:

2. Term and Lease Payments. This lease is for a term commencing on October 1, 2025, for lease payments of \$0.00 per 1-month period, to be paid by the Lessee to the Lessor. The deposit of \$0.00 is due prior to receipt of the equipment. No lease duration has been determined. Payments shall be made to Lessor's address at MacQueen Equipment, LLC, 1125 East 7th Street, St. Paul, MN 55106. MacQueen Equipment, LLC reserves the right to take the rental unit back into possession if Lessee fails to remit payment. Lessee's obligation to pay the deposit due hereunder is absolute and unconditional. Lessee is not entitled to any abatement or reductions of, or set-offs against, the amount of the lease payments or such other amounts including, without limitation, those arising or allegedly arising out of claims that you might have against Lessor under this Agreement or otherwise. Unit to be shipped truck freight at the Lessee's expense upon receipt of signed lease agreement and payment of the first rental period unless otherwise noted. It is Lessor's responsibility to inspect the equipment at the time it is delivered. All parts, interior furnishings, equipment including tires and other property attached to or placed upon the equipment shall at the time of attachment or placement upon the equipment become part of the equipment.

3. Title. This Agreement creates a lease or bailment only of the equipment and not a sale thereof or the creation of a security interest therein. The Lessor shall remain the sole owner of the equipment and nothing contained herein shall enable the Lessee to acquire any right, title, or other interest in or to the equipment other than that of a bailee for hire. All documents of title and evidences of delivery shall be delivered to and be the property of the Lessor. Lessee shall not change or remove any insignia or lettering which is on the equipment at the time of delivery, or which is thereafter placed thereon, indicating Lessor's

ownership. Lessee shall, at its expense, protect and defend Lessor's title against all persons claiming against or through Lessee, at all times keeping the equipment from any legal process or encumbrance whatsoever, including, but not limited to, liens, attachments, levies and executions and shall give Lessor immediate written notice thereof and shall indemnify Lessor from any loss caused thereby. Lessee shall execute and deliver to Lessor, upon Lessor's request, such further instruments and assurances as Lessor deems necessary or advisable for the confirmation or perfection of Lessor's rights hereunder.

4. Taxes and Other Charges.

(a) The Lessee shall pay all sales taxes, excise taxes, stamp, documentary, ad valorem or other direct taxes imposed on the ownership, possession, use, or operation of the equipment or levied against or based upon the amount of the lease payments to be paid hereunder or assessed in connection with the execution filing, or recording of this Agreement. The term "direct taxes" as used herein shall include all taxes (except Lessor's income taxes), charges and fees imposed by any federal, state, or local authority.

(b) The Lessee assumes all responsibility and the cost and expenses for all permits, and such other certificates as may be required for the lawful operation of the equipment. All certificates of title or registration applicable to the equipment shall be applied for, issued, and maintained in the names of the Lessor, as owner, and the Lessee shall pay all costs in relation thereto.

5. Lease Agreements. This is a lease agreement only, establishes a TRUE Lease and in no way or manner is to be constructed as a financing agreement. Lessee cannot assign it. This Lease is an operating lease and Lessee shall not accrue any equity in the equipment and shall have no right to claim the depreciation related to the equipment. The equipment is, and will at all times, remain the property of the Lessor. Lessee is not an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof. Lessor shall not be liable for loss or damage to any property left, stored, loaded or transported by Lessee or any other person in or upon equipment, whether or not due to the negligence of Lessor, its agents and employees: (a) at any time whether equipment then be in the physical possession of Lessee or Lessor or anyone else; (b) or at any place including without limitation any of Lessor's garages or locations. Lessee hereby assumes all risk of such loss or damage, from and against all loss, liability and expense caused or arising out of Lessee's failure to comply with the terms of the agreement.

6. Maintenance.

(a) When provided to Lessee, equipment is believed to be in good mechanical condition. Lessee shall examine equipment upon delivery and promptly notify Lessor of any evidence to the contrary.

Lessee is responsible for all manufacturer recommended maintenance while the equipment is in Lessee's possession. Lessee shall provide proof that maintenance was performed at the recommended cycles.

(b) Repairs required as a result of damage, improper operation or maintenance will be charged to Lessee and lease payments will continue until repairs are completed. Any expenses incurred for field travel, mechanic's time or hauling of equipment to effect repairs will be charged to Lessee.

THE FOREGOING IS IN LIEU OF (A) ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (B) ALL OBLIGATION OR LIABILITIES ON THE PART OF LESSOR FOR DAMAGES, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LEASING MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF EQUIPMENT.

7. Use of Equipment.

(a) Lessee shall permit only those employees, agents, or other persons adequately trained in the operation of the equipment to so operate the equipment. Lessee shall use the equipment solely for commercial or business purposes and in compliance with all laws, rules and regulations of any jurisdiction where it is used or located, including, but not limited to, registration and/or licensing requirements.

8. Insurance and Indemnification.

(a) Lessee represents that Lessee now carries, and will continue during the term of this Agreement to carry the following insurance on all equipment while such equipment is operated by or being maintained by Lessee or its employees, agents, or representatives. Lessee shall carry physical damage insurance that covers the leased equipment in the following amount: **\$20,000**. Lessee shall list Lessor as Additional Insured and Loss Payee on all liability policy listed above. Lessor shall be listed as Loss Payee with respect to the equipment leased to Lessee excluding any deductible. Lessee shall be responsible for any deductible associated with said insurance policies. Lessee shall provide to Lessor insurance certificates (Accord Forms 25 and 28 or equivalent) evidencing coverage as referenced above maintained by insurance companies satisfactory to Lessor. Such certificates shall afford Lessor thirty (30) days written notice of cancellation. Upon request Lessee shall provide Lessor with policy endorsements showing the Additional Insured and Loss Payee coverage for Lessor.

(b) Lessee shall defend, indemnify and save harmless Lessor, its officers, employees, parents, subsidiaries and affiliates, from and against any claims, losses, costs, suits, damages, expenses or liabilities incurred or arising in connection with any misuse, alteration or modification of the equipment by Lessee.

its employees, agents or assigns.

9. Return of Equipment.

(a) Upon expiration or termination of this Agreement, or demand by Lessor made pursuant to Section 10 of this Agreement, Lessor shall, at its own expense, return the equipment to Lessor at the same location where Lessee first took possession of the equipment unless a different location is agreed upon between Lessor and Lessee.

(b) The Lessee shall clean and thoroughly decontaminate the equipment prior to return. If the Lessee fails to comply with the terms of this provision, it agrees to pay any and all related costs incurred to have the residual material tested, removed and properly disposed. The Lessee further agrees that the Lease shall continue at the agreed rate until such time as the equipment has been decontaminated and returned to a workable condition.

(c) Upon return of equipment, Lessor will perform brief inspection of the equipment with Lessee present. A more thorough inspection will be performed by Lessor at a later time. Any damage found as a result of improper use of equipment or failed maintenance by Lessee will be deducted from Lessee's deposit. Any excess repair costs above the Lessee's deposit shall be billed to Lessee with payment due upon receipt of the statement.

10. Lessee's Default.

If Lessee fails to make any payment when due, attempts to sell or encumber the equipment, ceases operation, institutes or has instituted against him proceedings under bankruptcy or insolvency law, makes an assignment for the benefit of creditors, or fails to comply with any other provision of this lease agreement; or if any attachment, execution, writ or process is levied against the equipment of any of Lessee's property, or if for any reason Lessor deems itself insecure or the equipment unsafe, Lessee agrees to deliver the equipment to Lessor on demand and Lessor may enter on any job, building or place where the equipment is located and take possession thereof without notice to Lessee and this lease agreement shall thereupon terminate at the option of the Lessor. In the event of any such action, Lessee agrees to pay all lease payments due, damages for any injury to the equipment, costs of removal from the Lessee's possession and all transportation and other charges incurred. If legal action is required to enforce Lessee's obligation hereunder, Lessee agrees to pay the costs thereof including reasonable attorney's fees paid by Lessor.

11. Loss.

In the event of loss, theft or damage to equipment, Lessee agrees to notify Lessor immediately and thereafter to promptly report in writing to Lessor and the public authorities (where required by law or by Lessor)

all information relating thereto. Lessee shall cause its agents and employees to give Lessor and the public authorities' proper and full information and assistance in the investigation and prosecution of any matter resulting from said loss, theft or damage.

12. Waiver and Indemnity

Lessor will have no responsibility for liability to Lessee, and Lessee hereby waives any and all claims against Lessor, with respect to any of the following, regardless of any negligence of Lessor: (a) any liability, loss or damage caused directly or indirectly by the equipment, any deficiency or defect (latent or otherwise) therein, or any other circumstances in connection therewith; (b) the use, operation or performance of the equipment or any risks relating thereto; (c) any interruption of service, loss of business or anticipated profits or consequential damages; or (d) the delivery, operation, servicing, maintenance, repair, improvement or replacement of the equipment.

Lessee will indemnify Lessor against, and hold Lessor harmless from, any and all claims, losses, actions, damages, expenses (including reasonable attorney's fees), obligations liabilities or liens (collectively, "Claims"), whether foreseeable or unforeseeable, arising out of this Agreement or the lease, possession, operation, condition, return or use of the equipment, regardless of the reason therefore and including, without limitation, any Claims arising under the doctrine of strict liability or by operation of law. Lessor shall, however, manage the defense of such Claims.

13. Fines

Lessee will be responsible and will hold Lessor harmless from all fines, forfeitures, or penalties incurred for traffic violations or other violations that occur in connection with the operation of the equipment.

Lessee agrees to pay all storage charges, parking charges and funds which may be imposed with regard to the vehicle by any duly constituted governmental authority as a result of your use or intended use of the equipment.

14. Complete Agreement.

This instrument expresses the entire agreement between the parties. Lessee's execution of this instrument and or acceptance of delivery of any part of equipment to be furnished hereunder will constitute Lessee's acceptance of the provisions contained herein and the exclusion of any terms and conditions otherwise stated by Lessee or contained in Lessee's purchase document which conflict with or limit the provisions contained herein.

Lessee

Title

Date

MACQUEEN EQUIPMENT, LLC., LESSOR

By: Jon Nysse

Director of Rental Operations

Title

September 22, 2024

Date

Exhibit A. General Rental Requirements & Contacts

1. Customer must provide insurance coverage listing MacQueen Equipment as an Additional Insured while MacQueen Equipment, LLC equipment is in their possession.
2. Customer must pay deposit in advance of receiving equipment.
3. Customer must permit only qualified and trained employees and agents to operate the equipment.
4. Customer is responsible for the cost of all repairs as the result of damage, improper operations or improper maintenance of the equipment. The repairs must be performed by one of its MacQueen Equipment, LLC affiliated organizations, or third party approved by MacQueen Equipment, LLC.

For Parts and Service issues please contact the appropriate location. If you are not sure which location you should call, please contact MacQueen Equipment headquarters in St. Paul, MN:

MacQueen Equipment LLC - St. Paul MN:
Todd Danielson, Service Dept: 651.523.1112
Todd.Danielson@macqueengroup.com

MacQueen Equipment LLC - Menomonee Falls WI:
Aaron Long, Service Dept: 262.252.4744
Aaron.Long@macqueengroup.com

MacQueen Equipment LLC - Ankeny, IA:
George Prescott, Service Dept: 515.289.9994
George.Prescott@macqueengroup.com

MacQueen Equipment LLC - Lincoln NE:
Drew Malenica, Service Dept: 402.435.0061
Andrew.Malenica@macqueengroup.com

Bell Equipment - Lake Orion, MI:
Dave Powers, Service Dept: 248.370.0000
DPowers@bellequip.com



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-1311

Agenda Date: 9/30/2024

Version: 1

Status: Agenda Ready

In Control: Board of Public Works

File Type: Finding & Order

Agenda Number:



From the Offices of the Traffic Engineer
and the Chief of Police
City Hall

**CITY OF LA CROSSE
BOARD OF PUBLIC WORKS
Findings & Orders:**

September 26, 2024

(X) ESTABLISHING

() AMENDING

() VACATING

TYPE OF ALTERATION: 15 Minute Parking Loading Zone

GENERAL LOCATION: On the North side of Veterans Memorial Drive approximately 1340 feet North of the North line of State Street to a point 60 feet Westerly Thereof

AND On the West side of Veterans Memorial Drive approximately 1465 feet North of the North line of State Street to a point 60 feet Southerly thereof

Report:

A request was received from the City of La Crosse Parks and Recreation Department to investigate Veterans Memorial Drive for the establishment of Loading Zone(s) Near the location of the La Crosse Queen pickup. It is recommended that these loading zones be established as requested.

WHEREAS, Section 44-39 of the City of La Crosse Municipal Code of Ordinances provides that after obtaining a report and recommendation of the Traffic Engineer, the Chief of Police shall forward recommendations and appropriate orders to the Board of Public Works.

AND WHEREAS, the Findings of the Traffic Engineer state the public interest, convenience, and necessity, the Chief of Police hereby Orders the above traffic alterations, to wit:

- Establish two 15 minute loading zones, along Veterans Memorial Drive as defined above.

NOW, THEREFORE, the Board of Public Works hereby approves the aforementioned traffic alteration, and City staff is hereby authorized to effect said changes.

Matthew A. Gallager
Director of Engineering & Public Works

Shawn Kudron
Chief of Police

Date Filed: 2024-09-26
BPW Approval: _____
Date

Presiding Officer



**TRAFFIC/PARKING ZONE REQUEST FORM
FINDING AND ORDER APPLICATION**

Engineering Department * Phone: (608) 789-7505 * Fax: (608) 789-8184
www.cityoflacrosse.org/engineering engineering@cityoflacrosse.org

		APPLICATION NO:
		DATE: 08/29/2024
STATUS:	APPLICATION TYPE:	PARCEL ID: 17-20253-20

APPLICANT INFORMATION

NAME (FIRST, MI, LAST): City of La Crosse-Parks department		DATE: 08/29/2024
ADDRESS (STREET, CITY, STATE, ZIP): 400 La Crosse St		
PRIMARY PHONE NUMBER: 608-789-7559	EMAIL ADDRESS: flottmeyerj@cityoflacrosse.org	

TRAFFIC AREA DETAILS

LOCATION OF REQUEST – BE SPECIFIC (PROVIDE PHOTOS IF AVAILABLE):
The operator of the La Crosse Queen cruise line is asking that the area in front of the ship be considered to become a loading zone for the passengers for the ship. The area is currently a No Parking zone but we/they would like to be able use that area for both purposes. With the demographic of the La Crosse Queen customers the Parks Department

PURPOSE OF REQUEST: ADD ZONE REMOVE ZONE

ZONE TYPE: PARKING (No Parking, Loading Zone, 2 Hour) TRAFFIC CONTROL (Stop, Yield) DIRECTIONAL CONTROL (Turning Lane)
 PEDESTRIAN (Crosswalk, Advanced Warning) DIRECTION OF TRAVEL (One Way) OTHER (Specify in Comments)

COMMENTS:
The area is currently a No Parking zone but we/they would like to be able use that area for both purposes. With the demographic of the La Crosse Queen customers the Parks Department believes this would be a good accomadation.

The undersigned understand and agrees to the following:

1. The completed form does not guarantee the desired outcome;
2. Results of recommendations are subject to approval by the Board of Public Works (BPW) or Common Council;
3. Implementation shall comply as necessary with Wisconsin State Statutes, City of La Crosse Municipal Code, and the MUTCD;
4. The applicant will be notified of meeting date for public hearing before BPW or Common Council;
5. Attaching a petition may be beneficial in the decision-making process.
6. Parking requests need to come from or have approval from the Property Owner(s).

James Flottmeyer	Facilities Manager	08/29/2024
APPLICANT OR AUTHORIZED REPRESENTATIVE SIGNATURE (TYPED**)	TITLE	DATE
<i>**By typing your name, this constitutes a legally binding, electronic signature</i>		

TRAFFIC ENGINEER USE ONLY

DATE RECEIVED:	REVIEWED BY:
TRAFFIC STUDY REQUIRED: <input type="checkbox"/> YES <input type="checkbox"/> NO	PETITION REQUIRED: <input type="checkbox"/> YES <input type="checkbox"/> NO
TRAFFIC ENGINEER COMMENTS:	

POLICE PARKING UTILITY USE ONLY

DATE RECEIVED:	REVIEWED BY:
POLICE PARKING UTILITY COMMENTS:	

BOARD OF PUBLIC WORKS USE ONLY

BOARD OF PUBLIC WORKS MEETING DATE:	APPLICANT NOTIFIED BY (NAME):	DATE/TIME OF NOTIFICATION:
COMMENTS:		
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	EFFECTIVE DATE:	





City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-1263

Agenda Date: 9/30/2024

Version: 1

Status: Agenda Ready

In Control: Board of Public Works

File Type: General Item

Agenda Number:

La Crosse Sanitary Sewer Utility

Industrial Pretreatment section

905 Houska Park Drive
La Crosse, WI 54601
Phone: (608) 789-7330

Utilities Manager: Matt Gallager
General Superintendent: Jared Greeno
Special Projects Coordinator: Erik Schell
CC City of La Crosse Legal Department

Compliance Order (CO)

1. Discharger's Name: City Brewery Company, LLC 925 3 rd Street South La Crosse, WI 54601	2. Discharge Location : City Brewery Company, LLC wastewater pretreatment facility.	3. Date/Period of Violation: Current Permit Cycle 4. Permit No: B-10-1285-4,
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5. Description of Violation – 1. Failure to Complete Permit Requirements. Permit - P.13-1, D.

2. Failure to Reduce H₂S Odors

6. La Crosse Municipal Code Violated: – Sections of the Ordinance violated by discharge from the City Brewery Company, LLC pretreatment facility include the following

*Chapter 46, ARTICLE III, DIVISION 2 - WASTEWATER DISCHARGE.
Sec 46-109. - Standards*

(1) General Prohibited Discharge Standards. Any wastewater or waste deemed by the Board to be unduly harmful to the wastewater treatment system, environment, or public health and welfare shall be deemed a prohibited discharge.

(2) No person shall discharge or deposit or allow to be discharged or deposited into the wastewater treatment system any wastewater which contains any of the following:

d. Noxious or malodorous liquids, solids, or gases which either singly, or by interaction with other wastes, are capable of creating a public nuisance or hazard to life or are or may be sufficient to prevent safe entry into the wastewater treatment system for the purpose of monitoring, maintenance, or repair.

e. Waste which may cause corrosion or deterioration of the wastewater treatment system. All wastes discharged into the wastewater treatment system shall have a pH value in the range of six to nine standard units at the point of introduction into the wastewater

treatment system. Prohibited materials include, but are not limited to, liquids, solids, and gases which will react with wastewater to form acidic or alkaline products outside the allowable pH range.


7. Previous Discussion From permit (issued 10/14/2019) "The City of La Crosse shall receive a formal report detailing investigation on methods to reduce H2S as it relates to City Brewing's wastewater discharge. This shall be completed and filed with The City no later than 1/1/21. No formal report has been received.

There have been several meetings with City Brewing LLC in which odor issues from their WWTP have been discussed. These date to at least 2006. Although progress has been made in identifying sources of increased odors, a comprehensive effort to address and effectively eliminate odors is required. This includes digester roof repair and further elimination or sequestration of offending odors.

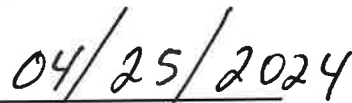
Please refer to the Compliance Order. If you fail to comply with the order the next step of progressive enforcement is **Forfeiture** as outlined in Municipal Code of Ordinances Sec. 46-108(4).

Sec 46-108 (4) - Forfeitures

The Board may levy an administrative forfeiture against any person in violation of this division or in violation of a discharge permit issued by the City. The forfeiture shall be not less than \$100.00 or more than \$2,000.00 per offense. Each day of violation will be considered a separate offense.



Jared Greeno Superintendent WWTP – La Crosse Utilities



Date



City Brewing Company, LLC
925 South 3rd Street
La Crosse, WI 54601

Date: 9/24/2024

To: Jared Greeno,

I am pleased to write this letter to you about the compliance order that was given to City Brewery in April. At this time I believe we have met the compliance order requirements. Please see my responses below for the actions that were needed to be completed.

- 1.) Force Main Repair – was completed by the 2nd week of Sept. 2024 and the plant is operating in normal condition.
- 2.) Roof repairs to the reactor cover have been completed and we have added an H₂S neutralizer called Zee Zyme Sulfa-Scav that is fed to 4 blowers that shoot a mist across the reactor roof. If any H₂S finds its way out this product will neutralize it. We are also still working down two different paths of either putting in a new WWTP or installing a new floating cover. We will know the exact path before the end of 2024.
- 3.) An H₂S remediation report was provided and we have shown significant reduction in H₂S generation. We added a product called Cal-Nitro in Aug. that is being fed into the system before the equalization tank. This product is consumed before the sulfates in the water thus resulting in less H₂S generation. We have also added an additional product called Zee Zyme Bacilli-Solv which is bacteria that is put into the wastewater system before the equalization tanks. This product targets and consumes sulfates along with BOD and COD. This living product takes about 4 to 6 weeks to get fully established in the wastewater system. This product was put online Sept. 11th. With the work that has been completed at this time I believe we have met this requirement.
- 4.) For the H₂S numerical limit we are working with the City WWTP team and will be reviewing the new permit in October. We have been meeting monthly and will continue to make sure that we will be able to meet the permit limits.

The information provided should meet the requested actions. Please provide feedback on this once you have reviewed. If you need any clarity or any more information I will be happy to provide.

Sincerely,

Matthew Sweet

Plant Manager
City Brewery, LLC
925 3rd Street
La Crosse, WI 54601
920-585-4598
msweet@citybrewery.com



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-1210

Agenda Date: 10/3/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution to cancel, amend, reallocate, and/or move previously approved water utility funds for past or future CIP projects/equipment purchases.

RESOLUTION

WHEREAS, the City of La Crosse previously allocated funds in prior Capital Improvement Budgets, including:

Projects:

2017 #282 – Live Valve Installations – 3 Locations;
 2019 #274 – Water System Master Plan Update;
 2020 #492 – Well House Furnace Replacements;
 2023 #813 – Well 19 Motor Replacement;

Equipment:

2019 #E102 – Tapping Machine; and

WHEREAS, the City of La Crosse previously approved future, planned Capital Equipment purchases, including:

2025 #E413 – ½ Ton Truck – WTR-19;
 2026 #E295 – Skid Steer Loader; and

WHEREAS, due to ongoing assessment of projects and/or equipment needs, some projects are no longer needed or were able to be completed with other funds, and some equipment purchases are needed sooner, Utility staff recommend cancelling/removing some projects and reallocating funds to elsewhere, including sooner equipment purchases and the creation of a new project and equipment purchase, using previously approved funds; and

WHEREAS, the previously approved has CIP 2023 #813 titled “Motor for Well 19,” and staff requests that this title be changed to “Motors for Water Utility Wells” to allow for flexibility to implement motor replacement at any well, based upon needs assessment, and

WHEREAS, the previously approved 2025 Capital Equipment Budget includes #413 for replacement of WTR-19 in 2025, and, due to a vehicle crash that rendered WTR-19 in need of replacement sooner, the Utility requests moving the purchase of a new vehicle from 2025 to 2024 and funding the immediate purchase via a different source, and

WHEREAS, the previously approved 2026 Capital Equipment Budget includes #E295 for the purchase of a mini-excavator, and the Water Utility has an opportunity to purchase a used mini-excavator from the Sewer Utility, the Water Utility requests moving the purchase up from 2026 to 2024, to include a trailer to haul the mini-excavator, and funding the immediate purchases via a different source, and

WHEREAS, Grandad Reservoir has been found to need immediate rehabilitation, and several projects have been completed with operating funds, or are no longer necessary, staff requests to cancel and reallocate funds from projects/purchases 2017 #282, 2019 #274, and 2019 #E102, and to reduce and re-allocate excess funds from CIP 2020 #492, 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 amending the Water Utility Capital Improvement Project and Capital Equipment Budgets, as detailed herein.

BE IT FURTHER RESOLVED that the Common Council hereby amends CIP 2023 #813 to be titled, "Motors for Water Utility Wells."

BE IT FURTHER RESOLVED that the Common Council hereby removes #413 from the 2025 CIP Capital Equipment Budget and authorizes purchase of a replacement vehicle immediately with funds from:

Water Utility Cash (Unbudgeted) Fund 645	\$90,000
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BE IT FURTHER RESOLVED that the Common Council hereby removes #E295 from the 2026 CIP Capital Equipment Budget and authorizes purchase of a mini-excavator (used, from Sewer Utility) and trailer (new) immediately with funds from:

Water Utility Cash (Unbudgeted) Fund 645	\$75,000
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BE IT FURTHER RESOLVED that the Common Council does hereby authorize the removal/cancellation and/or reduction of funds *from* projects/purchases as follows:

2017 #282 (cancel)	\$100,000
2019 #274 (cancel)	\$108,000
2019 #E102 (cancel)	\$8,000
2020 #492 (reduce)	\$194,000

BE IT FURTHER RESOLVED that the Common Council hereby authorizes creation and execution of a new Capital Improvement Project, with funds listed immediately above going to:

2024 (NEW #) – Grandad Reservoir Rehabilitation	\$410,000
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BE IT FURTHER RESOLVED that City departments and staff are hereby authorized to take required steps to effectuate and implement this resolution.



CITY OF LA CROSSE

400 La Crosse Street
La Crosse, Wisconsin 54601
(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

CONTRACT CHANGE ORDER

No. 010

Date 09/24/2024

EDF # 20-040

Contract No. WWTP-2021-48 for the following public work: 2021 Wastewater Treatment Facility Upgrades Project between C.D. Smith Construction, Inc. and the City of La Crosse, dated April 8, 2021, is hereby changed in the following particulars, to-wit:

The following specific work is hereby added to such contract:

Contract Price	\$ 0.00
Contract Times to Substantial Completion	274 days
Contract Times to Final Completion	255 days

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

Contract Price ----- \$ 61,295,891.66
 Contract price decreased by eliminations ----- \$ 0
 Contract price increased by additions ----- \$ 0
 Net ~~Deductions~~ or Additions (Strike out one) ----- \$ 0
 Revised Contract Price ----- \$ 61,295,891.66

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

Contract Substantial Completion Date ----- October 31, 2024
 Contract Final Completion Date ----- December 31, 2024

C.D. Smith Construction Inc.

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**
EE923CC8B4BC443...
 DocuSigned by: Chadwick Hawkins **Controller**
A93F306A40954A6...