



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final

Bicycle-Pedestrian Advisory Committee

Tuesday, July 8, 2025

8:30 AM

City Hall - Miller Room

Members of the public will be able to attend the meeting in person in the Miller Room at City Hall located at 400 La Crosse St in La Crosse or online via video conferencing with the link below.

Join Zoom Meeting:

<https://cityoflacrosse-org.zoom.us/j/83941902780?pwd=dm96S21idGJMdWdxUkdRRE96RUZSdz09>

Meeting ID: 839 4190 2780

Passcode: 856024

Dial by your location

1-312-626-6799

Call to Order

Roll Call

Approval of Minutes from the June 10th, 2025 meeting.

Agenda Items:

1. Presentation from the Safe Routes to School Coordinators.
2. [25-0749](#) Discussion on Update to the Regional Bike Map.
Attachments: [Draft Regional Bike Map 2025](#)
3. [25-0697](#) Resolution approving the City-Sponsored Bicycle-Sharing Program Operating Agreement between the City of La Crosse and Drift Share, Inc.
Sponsors: Sleznikow
Attachments: [Resolution](#)
[Bicycle-Sharing Program Operating Agreement](#)
[Staff Report](#)

4. [25-0673](#) Resolution approving a Maintenance Agreement for the Wagon Wheel Trail and Bridge between the City of La Crosse and the Wisconsin Department of Transportation. (WisDOT).
 Sponsors: Sleznikow
 Attachments: [Resolution](#)
 [Maintenance Agreement](#)
 [Staff Report](#)
5. [25-0655](#) Update of Ride with the Mayor and Citywide Bike Rodeo.
 Attachments: [Ride with the Mayor 2025](#)
 [Ride with the Mayor - Draft Route](#)
 [Citywide Bike Rodeo](#)
6. Call for future agenda items.

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.

Bicycle and Pedestrian Advisory Committee Members: Larry Sleznikow, Grace Janssen, Jeff Fennie, Randi Pueschner, Robert Young, Stephanie Sward, Chelsey Boldon



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0749

Agenda Date:

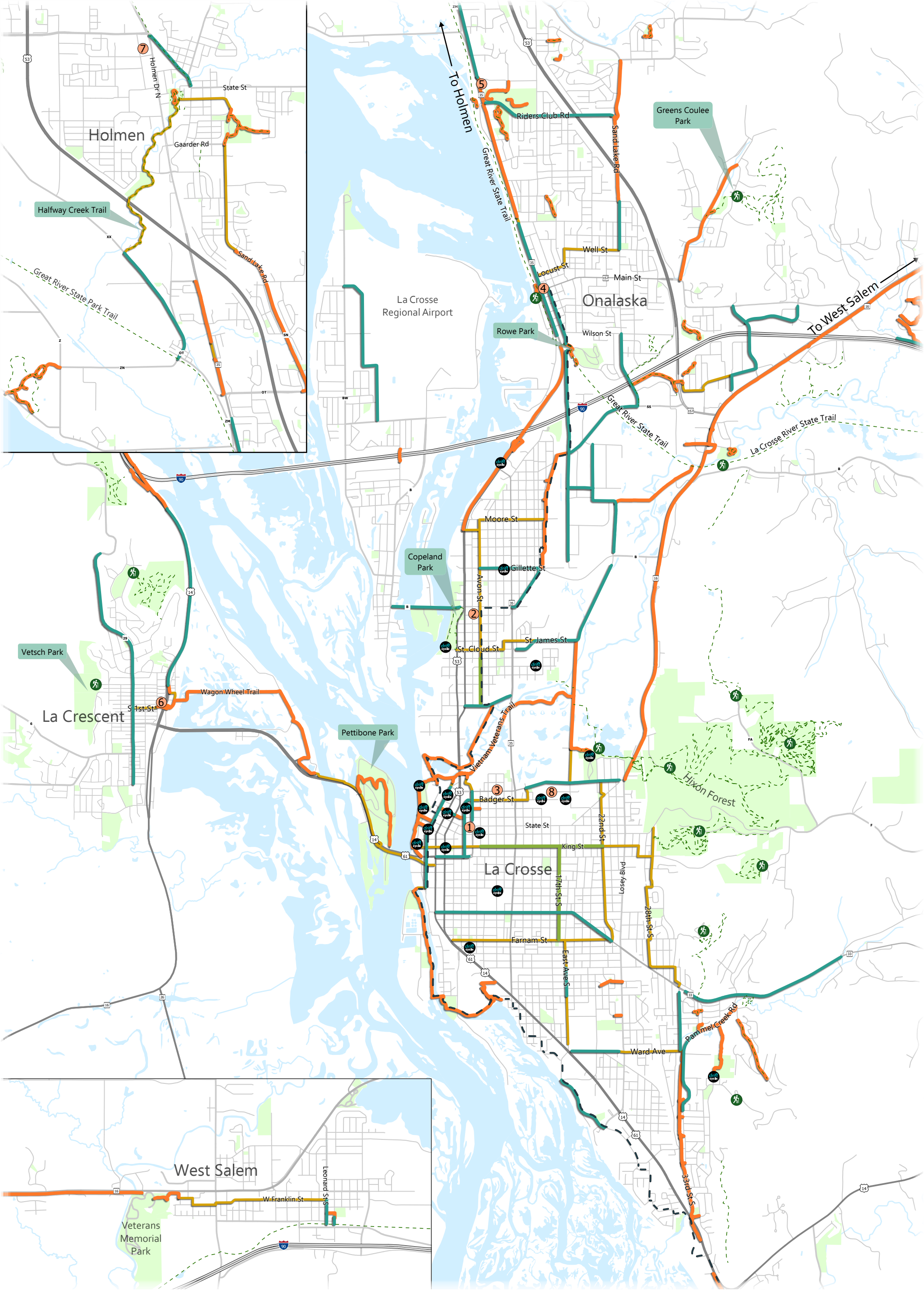
Version: 1

Status: Agenda Ready

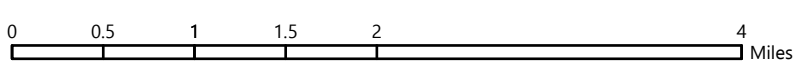
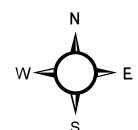
In Control: Bicycle-Pedestrian Advisory Committee

File Type: General Item

Agenda Number: 2.









- Bike Lanes
- Greenways
- Paved Trails
- Suggested Connections*
- Trailhead
- Bike Shop
- Bike Share
- Natural Surface Shared-Use Trail
- Regional Route 1
- Parks



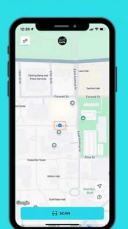


*The routes listed on the map as 'suggested' are intended to bridge the gap between dedicated bicycling infrastructure. The routes do take into consideration some roadway features such as available road shoulder, expected typical traffic, and general bike-ability.

- | | | | | | | | |
|---|--|---|---|---|--|---|---|
| 1 | Smith's Bike Shop
125 7th St N
(608) 784-1175 | 3 | Bikes Limited
1001 La Crosse St
(608) 785-2326 | 4 | Coulee Bicycle Co.
213 Main St, Onalaska
(608) 783-7433 | 7 | On Your Left! Cycles
500 Holmen Dr N Suite 524, Holmen
(608) 518-0056 |
| 2 | Wrench & Roll
1200 Caledonia St
(608) 406-2261 | 8 | UWL Outdoor Connection
1610 Farwell St
(608) 785-8860 | 5 | River Trail Cycles
106 Mason St, Onalaska
(608) 519-5757 | 6 | La Crescent Community Bike Shoppe
227 Main St, La Crescent
(612) 449-5598 |

-  Bike Share
-  Bicycle Parking
-  Parking Ramp
-  Bike Lanes
-  Greenways
-  Paved Trails



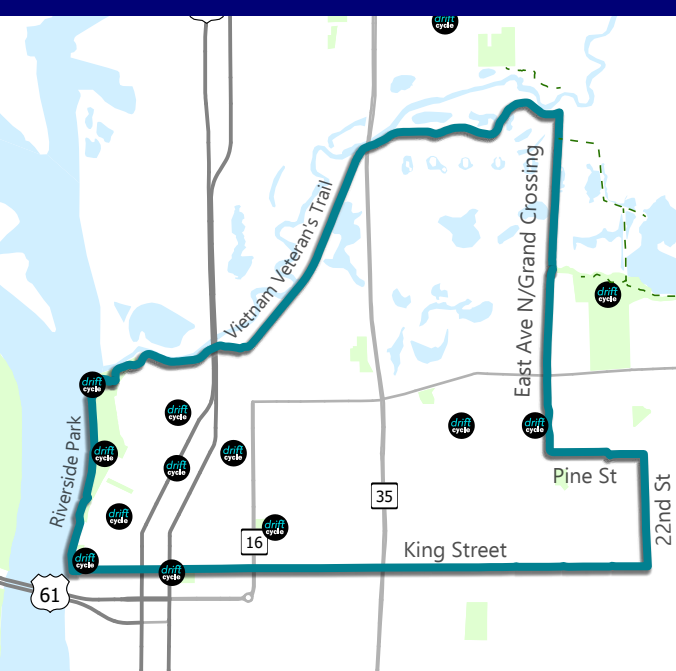
HOW TO RIDE DRIFT CYCLE

 GET THE APP
  SELECT SCAN
  SCAN CODE ON THE BACK
  RETURN TO ANY DRIFT CYCLE STATION

529 GARAGE

- MAKE A FREE ACCOUNT WITH 529 GARAGE
 - FOLLOW THE PROMPTS TO REGISTER YOUR BIKE(S)
 - GET NOTIFIED IF YOUR LOST BIKE IS FOUND
- IF YOU DO NOT LIVE IN LA CROSSE, YOU SHOULD ALSO REGISTER YOUR BIKE WITH YOUR LOCAL POLICE DEPARTMENT

Marsh-King Loop - 5.8 miles



WHY BIKE?

Choosing to bike is a practical and sustainable way to get around - good for the planet and good for you. Cycling boosts physical and mental health, reduces transportation costs, and helps cut down on traffic and pollution. Learn more about cycling in La Crosse with the QR code below.

LEARN MORE HERE



LA CROSSE REGIONAL BIKE MAP



LA CROSSE WISCONSIN

Front Cover Image: Dylan Overhouse Productions



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-0697

Agenda Date: 7/3/2025

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number: 3.

Resolution approving the City-Sponsored Bicycle-Sharing Program Operating Agreement between the City of La Crosse and Drift Share, Inc.

RESOLUTION

WHEREAS, the Common Council of La Crosse approved a Bicycle and Pedestrian Master Plan in 2024 which includes a benchmark to increase access and support the bike sharing program; and

WHEREAS, Drift Cycle first launched in 2021, leasing forty bikes and eight stations and has continued to expand service; and

WHEREAS, Drift Cycle is anticipating expansion to multiple north side locations and one additional location downtown with the addition of twenty-four bikes and five stations; and

WHEREAS, the City Planning, Development, and Assessment Department, in partnership with Drift Cycle, applied for a Transportation Alternatives Program grant via redistribution funds from the Wisconsin Department of Transportation in the amount of \$45,360 to fund 80% of the estimated cost for the Drift Cycle expansion project; and

WHEREAS, the Common Council approved Resolution 24-0858 which designated a funding source and approved the State/Municipal Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the City-Sponsored Bicycle-Sharing Program Operating Agreement between the City of La Crosse and Drift Share, Inc.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute said agreement.

BE IT FURTHER RESOLVED that the Directors of Finance and Planning and Development are hereby authorized and directed to take all necessary steps to implement this resolution.

CITY-SPONSORED BICYCLE-SHARING PROGRAM OPERATING AGREEMENT

Between the City of La Crosse and Drift Share, Inc

This City-Sponsored Bicycle-Sharing Program Operating Agreement (“Operating Agreement”), entered into by and between the City of La Crosse (“City”), a Wisconsin Municipal Corporation, located at 400 La Crosse Street, La Crosse, Wisconsin 54601, and Drift Share, Inc (“Drift”), a Wisconsin non-stock corporation, with its principal place of business at 230 24th St N, La Crosse, Wisconsin, 54601, is effective as of the date by which both parties have signed hereunder and according to the terms and conditions set forth herein.

RECITALS

WHEREAS, Drift is a La Crosse based nonprofit that owns and operates the bicycle share program in the City to address community transportation needs; and,

WHEREAS, in 2018, the City completed a bike share feasibility study, which indicated that the city of La Crosse has adequate bicycle infrastructure and the geographic density to support bike share; and,

WHEREAS, the City of La Crosse Common Council approved the 2024 Bicycle and Pedestrian Master Plan which includes a benchmark to support the local bike share; and

WHEREAS, Drift emerged via public-private partnership to create the first bike share program to provide affordable and accessible transportation alternatives to the community; and,

WHEREAS, Drift officially launched in 2021, leasing forty bikes and eight stations primarily in the downtown area. The bike share has continued to expand service and now operates seventy-five bikes and fifteen stations with a goal of continued expansion. This program saw a total of 6,342 total rides in 2024. With goals of continued expansion, Drift is interested in expanding service to build a more equitable and accessible system; and,

WHEREAS, residents, commuters, and visitors in La Crosse benefit by having bike share as part of the public transportation network; and,

WHEREAS, the program is funded through a collaboration of public and private partners; and,

WHEREAS, Resolution 22-0570 was passed by the La Crosse Common Council in support of allocating funding from ARPA “Lost Revenue” general government services to the Drift Cycle Bike Share Project; and,

WHEREAS, City governmental bodies previously approved Drift bike share locations, as set forth in Exhibit A;

WHEREAS, the City, in partnership with Drift, applied for the Non-Infrastructure Transportation Alternatives Program (TAP) grant (the “Grant”) via Redistribution Funds to expand Drift Cycle bicycle sharing program including five new stations and twenty-four new bikes (the “Project”); and,

WHEREAS, the City was notified that it was awarded the Grant for the project, under which the Wisconsin Department of Transportation (“WisDOT”) will reimburse the City for up to 80% of project costs, up to \$45,360 in federal funds, and the City will be responsible for the remaining 20% (\$11,340) of project costs, which was previously approved by the La Crosse Common Council via Resolution 24-0858; and

WHEREAS, Grant funding will be provided via a State/Municipal Agreement between the City and WisDOT (“SMA Agreement”); and

WHEREAS, to complete the project, it is necessary for the City and Drift to enter into this Agreement to address the work to be done, payment for the work, and other terms and requirements of the Grant and the SMA Agreement.

NOW, THEREFORE, the City and Drift hereby enter into this Agreement, subject to the following terms and conditions:

1. Purpose. The purpose of this Agreement is to establish terms and conditions for the Project and payment and responsibility of the local share of Project costs.
2. Term. This Agreement shall expire ten (10) years after the last station described below in Sec. 3.a is installed.
3. Project. Drift agrees that it shall add 5 bicycle-sharing stations and 24 bicycles to the La Crosse Bike Share System as set forth in this section. Drift shall procure the equipment and bicycles, and install the same, subject to any applicable federal funding requirements.
 - a. Locations. The station additions shall be located in the following areas:
 - i. Eagle Watch (Hwy 53)
 - ii. North Community Library (1552 Kane St)
 - iii. Copeland Park (1130 Copeland Park Dr)
 - iv. Boot Hill (1514 St Andrew St)
 - v. La Crosse Center (315 Front St S)
 - b. Station Placement. Placement shall be approved by the necessary City of La Crosse governing bodies and departments before being placed. Placement of a bicycle sharing station at a location covered by this

Agreement may not commence until all necessary permits and approvals are obtained. During station placement, Drift shall comply with all conditions of approval related to the placement. Upon completion of the placement, Drift shall restore all City land affected by the placement to its original condition, except for the improvements made by Drift for the bicycle-sharing station. The City may charge Drift for its costs associated with restoring the right-of-way or other City property to its original condition if Drift fails to do so. Any property belonging to the City being provided for use by Drift shall be used in a responsible manner and only for the purposes provided in this Agreement.

- c. Bicycles. Drift shall add 24 new bicycles to the La Crosse Bike Share system in the 5 new locations.
 - d. Timing. All new stations and bicycles shall be added no later than the SMA Agreement completion date. Pursuant to the terms of the SMA Agreement, once the City is notified by WisDOT that the project is authorized and available for charging, the City shall notify Drift and work on the project may commence. The SMA Agreement has a commencement deadline of 5/31/2028 and a completion date of 6/30/2030.
 - e. Traffic Control. All signs and traffic control devices and other protective structures erected on or in connection with the Project including such of these as are installed at the sole cost and expense of Drift or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
 - f. Responsibility. Drift assumes full responsibility for the plans and special provisions provided by their contractor for the Project. Drift is responsible for any expense or cost resulting from any error or omission in such plans. Drift will reimburse the City if the City incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
 - g. Project Benefit. Both Parties agree that the Project will benefit the general public.
4. On-Going Maintenance Responsibilities. Drift is responsible for the maintenance and operation of the La Crosse Bike Share Program. As such, Drift owns the stations, bicycles, and associated equipment. Drift agrees to own and maintain the stations and bicycles described above in Section 3 and Exhibit A for their useful life. Drift understands that a failure to follow this provision could result in the City

being liable to the State of Wisconsin or the United States government for all or a portion of the Project funding covered by the Grant. Should that occur, Drift agrees to reimburse the City for any amounts owed. More specifically, Drift agrees to maintain and operate all bicycle-sharing stations (including bicycle racks, bicycles, signs) at locations covered by this Agreement in a working condition and such that the facilities do not threaten, in any way, the safety of the public nor unreasonably impede vehicle, bicycle, or pedestrian traffic or cause any type of hazardous obstruction within City right-of-way or on other City land. In addition, Drift agrees to keep each location free from trash, debris, graffiti, or any other condition that impacts the aesthetic appeal to the location. Drift agrees to cure any defect under this provision within five (5) days of receiving written notice from the City. If Drift fails to take this remedial action, the City may perform, or contract to perform, the necessary repairs, which shall be billed to Drift.

5. Abandonment. If this Agreement expires, or is no longer in effect, and the bicycles and bicycle sharing stations still occupy City land at locations set forth in Section 3 and Exhibit A, Drift agrees that the City may remove all equipment and restore all of the locations. The City may sell any equipment recovered to reimburse its costs, and may pursue Drift civilly for any costs not recovered. Drift agrees that the City will not be responsible for any damages or losses incurred as a result of this activity. If Drift abandons the operation of the bicycle sharing system and its equipment while this Agreement is still in effect, such abandonment shall be considered a violation of this Agreement.

6. Cost.

- a. Project Budget. Procurement of 24 bikes and 5 stations is estimated to cost \$51,700. Of this amount, up to \$45,360 (80%) is expected to be covered by the Grant. The City has agreed to cover \$11,340 (20%) of the project costs (local share), as provided in this section.
- b. Federal Funding. Under the SMA Agreement, federal funding will be limited to participation in the costs of the following items, as applicable to the Project:
 - i. Procurement of non-infrastructure items as enumerated in the approved application (stations and bikes).
 - ii. State Review services.
- c. Non-Appropriation. The Parties acknowledge that the State's authority to make Grant payments to the City under the SMA Agreement is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Wisconsin Legislature. If Grant funds are not so appropriated by the State, and the SMA Agreement is terminated, work on

the Project shall cease. If Drift continues work on the Project after being notified of non-appropriation of Grant funding, Drift shall be 100% responsible for any Project costs incurred thereafter.

- d. Invoicing. As stations and bicycles are procured under Sec. 3, Drift will invoice the City for 100% of these costs, up to a total of \$51,700, provided Drift shall not invoice the City for any costs before the request to award is submitted by the City and reviewed and signed by the WisDOT.
 - e. Payment. The City agrees that it will pay Drift within thirty (30) days of an invoice prepared under Sub. d, after which it shall be the City's responsibility to seek reimbursement from WisDOT under the terms of the SMA Agreement with the State of Wisconsin. Drift agrees to work with the City to prepare any necessary documentation to support the reimbursement claim.
 - f. Overages. If total project costs exceed \$51,700, Drift shall complete the Project and shall be 100% responsible for the remaining costs.
 - g. Ineligible Expenses. Unless otherwise agreed to by the parties in writing, Drift shall be responsible for any projects costs that are deemed ineligible for federal reimbursement by WisDOT. If the City is required to reimburse any such amounts under the terms of the SMA Agreement and Grant conditions, Drift shall reimburse the City for such costs within thirty (30) days.
7. Federal and State Requirements. Due to the Grant funding of this project, Drift agrees to be subject to certain federal and state requirements as follows:
- a. General. Where applicable, the initiation and accomplishment of this project will be subject to the federal and state regulations applicable to a non-infrastructure project, as referenced in the document [A Sponsor's Guide to Non-Traditional Project Implementation](#). These laws and regulations include, but are not limited to, the following:
 - i. Environmental requirements, including but not limited to those set forth in 23 U.S.C. sec. 139 and the National Environmental Policy Act (42 U.S.C. sec. 4321 et seq.).
 - ii. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. § 16.765. Drift agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, Drift agrees not to engage in any illegal discrimination in

violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” Drift agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

- iii. The Project is subject to a discretionary DBE goal assessment.
 - iv. Federal and state statutes that govern the Transportation Alternatives Program.
- b. Additional applicable state and federal requirements may include, but are not limited to, the following:
- i. Prevailing wage requirements, including but not limited to 23 U.S.C. § 113 and Wis. Stat. § 103.50.
 - ii. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. § 313 and Wis. Stat. § 16.754.
 - iii. Competitive bidding requirements set forth in 23 U.S.C. § 112 and Wis. Stat. § 84.06.
- c. Debarment Certification. By entering into this Agreement, Drift certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
- i. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
 - ii. Have not, within a three-year period preceding this SMA been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- iii. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
 - iv. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
 - v. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.
- d. Records. Drift understands and acknowledges that the City is subject to the Public Records Law of the State of Wisconsin. As such, Drift 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. Drift agrees to assist the City in complying with any public records request that La Crosse receives pertaining to this Agreement. Additionally, Drift agrees to indemnify and hold harmless the City, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Drift's actions or omissions which contribute to the City's inability to comply with the Public Records Law. In the event that Drift decides not to retain its records for a period of seven (7) years, then it shall provide written notice to the City whereupon the City shall take custody of said records assuming such records are not already maintained by the City. This provision shall survive the termination of this Agreement.
- e. Access to Records; Audit. Drift, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. The City, or any of its duly authorized representatives, shall have access, at no cost to the City to such books, records, documents, papers or any records, including electronic, of Drift which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions. If necessary, Drift will cooperate with the City on WisDOT's Project audit, which is required under the terms of the SMA Agreement. In the event that

any litigation, claim or audit is initiated prior to the expiration of said records retention period, the records will be retained until such litigation, claim or audit involving the records is complete.

8. Insurance. Unless otherwise specified in this Agreement, Drift 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. Drift 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. Drift 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. Drift shall maintain limits no less than the following:
 1. General Liability. One million dollars (\$1,000,000.00) per occurrence (\$1,000,000.00 general aggregate if applicable) for bodily injury, personal injury and property damage.
 2. Automobile Liability. One million dollars (\$1,000,000.00) 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. Required Provisions. The general liability, umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- i. The City, 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 Drift; products and completed operations of Drift; premises occupied or used by Drift; and vehicles owned, leased, hired or borrowed by Drift. The coverage shall contain no special limitations on the scope of protection afforded to the City, 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 the City
 - ii. For any claims related to this Agreement, Drift's insurance shall be primary insurance with respect to the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City, 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 the City, its elected and appointed officers, employees or authorized representatives or volunteers.
 - iv. Drift'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 Drift, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to the City.
 - vi. Such liability insurance shall indemnify the City, 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, Drift 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 the City and shall have a minimum AM Best's rating of A- VIII.
- d. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the City.
- e. Evidences of Insurance. Prior to execution of the Agreement, Drift shall file with the City 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.
- f. Sub-Contractor. In the event that Drift employs other contractors (sub-contractors) as part of this Agreement, it shall be Drift's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.
- g. Amendments. The City may amend its requirements for insurance upon sixty (60) days written notice. Drift shall procure updated insurance to comply with the new requirements of the City if commercially available and at the City's expense. Drift may appeal any requirement to amend the insurance coverage to the La Crosse Common Council who may, in its sole discretion, mutually agree to waive such changes.
- 9. Indemnity. To the fullest extent allowable by law, Drift hereby indemnifies and shall defend and hold harmless, at Drift's expense, the City, the State of Wisconsin, and their elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Drift, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to

be imposed on the City or State. Nothing in this section should be construed as a waiver or estoppel of any governmental party or its insurer to rely upon the limitations, defenses and immunities contained within Wis. Stats. §§ 345.05 and 893.80, or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

10. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City have any personal liability arising out of this Agreement, and Drift shall not seek or claim any such personal liability.
11. 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.
12. Default and Termination. In the event that Drift shall default in any of the covenants, agreements, or stipulation of this Agreement, or fails to fulfill in a timely and proper manner its obligations under this Agreement, both as determined by the City in its sole direction, and any such default shall continue unremedied for a period of thirty (30) days after written notice thereof to Drift, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against the other, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of the parties under this Agreement. It shall be a default if any of the following conditions occur:
 - a. If Drift makes an assignment of its property for the benefit of creditors.
 - b. If Drift petitions a court to be adjudged bankrupt, or is adjudged bankrupt.
 - c. If a petition in bankruptcy shall be filed in any court against Drift for more than thirty (30) days.
 - d. If Drift is judicially determined to be insolvent.
 - e. If a receiver or other officer shall be appointed to take charge of the whole or any part of Drift's property or to wind up or liquidate its affairs.
 - f. If Drift shall seek reorganization under any terms of the National Bankruptcy Act, as amended, or under any other insolvency law, including a Wisconsin Chapter 128 proceeding.
 - g. If Drift shall admit in writing its inability to pay its debts as they become due.

- h. If any final judgment shall be rendered against Drift and remain unsatisfied for a period of thirty (30) days from the date on which it becomes final.
13. Termination for Convenience. The City may terminate this Agreement for convenience for any reason by giving twelve (12) months advance notice to Drift of such termination and specifying the effective date.
14. City Ordered Removal of Facilities. Drift shall remove the bicycle(s) and bicycle racks/station equipment in the right-of-way that are permitted under this Agreement upon ten (10) days written notice by the City or as required by any applicable permit. For all other facilities subject to this Agreement located on other City land, Drift agrees to remove the bicycle(s) and bicycle racks/station equipment upon thirty (30) days written notice by the City. Furthermore, due to, among other things, special events, construction or public work activity, weather related concerns, unforeseen circumstances, or other reasons consistent with the City and the public's use and enjoyment of City land, the City may find that it is necessary for Drift to remove some or all of the bicycle station equipment at a location, temporarily or permanently. Under these circumstances, the City shall give Drift as much notice as reasonably possible, after which Drift shall abide by the removal order. If removal is required under this subsection, Drift shall not be entitled to damages for removal of the bicycle station equipment, and if Drift shall not remove the same upon due notice, it shall be removed at Drift's expense.
15. Reimbursement of the City. If Drift fails to restore City property or maintain the bicycles or station equipment covered by this Agreement and the City has to take remedial action, the City shall bill Drift upon completion of the activity, which amount Drift shall pay within thirty (30) days. Drift acknowledges that the City shall be the sole judge of whether locations have been satisfactorily restored or maintained.
16. Governmental Approvals. Drift acknowledges that various of the specific undertakings of La Crosse described in this Agreement may require approvals from the La Crosse Common 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. Drift shall be responsible for obtaining and maintaining all required permits and approvals necessary to install and operate the program's facilities in the right-of-way or on other City land. Failure to have or maintain valid permits or approvals will cause the privileges granted by this Agreement to immediately expire for each location in question where non-compliance has occurred. Drift shall have thirty (30) days to either obtain the necessary permit and approval for the non-complying location or to remove its equipment and complete full restoration of the location.

Drift further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council and/or the State of Wisconsin. The City's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. The City 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.

17. 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.
18. 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.
19. 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.
20. Assignment. Drift shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the City's prior written consent. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Drift shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer. The decision to allow an assignment by Drift rests solely with the City, in its discretion.
21. Compliance with Law. The parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.
22. 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.

23. Subcontracting. None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of the City. 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. Drift shall be as fully responsible to the City 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.
24. Conflict of Interest. Drift 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. Drift 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 Drift or its employee must be disclosed to the City.
25. Non-Discrimination. Pursuant to law, it is unlawful and Drift 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. Drift 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.
26. Political Activities. Drift 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 Drift employees are not at work.
27. 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.

28. 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. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City, granting approvals or conditions attendant with such approval, the specific action of the City shall be deemed controlling. 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 terms and conditions, these terms and conditions shall take precedence.
29. 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 time is of the essence, and modification or deviation from such schedules shall occur only upon approval of the City. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days.
30. 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.
2. 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 depot with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

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

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

Drift shall identify in writing and provide to the City the contact person and address for notices under this Agreement.

31. Incorporation of Proceedings and Exhibits. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City, including but not limited to adopted or approved plans or specifications on file with the City, and further including but not limited to all exhibits as referenced herein, are incorporated by reference herein and are deemed to be the contractual obligation of Drift whether or not herein enumerated.
32. 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.
33. 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.
34. Force Majeure. The City shall not be responsible to Drift 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.

35. Good Standing. Drift 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. Drift 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.
36. 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.
37. Execution of Agreement. Drift shall sign and execute this Agreement on or before sixty (60) days of its approval by the La Crosse Common Council and Drift's failure to do so will render the approval of the Agreement by the La Crosse Common Council null and void unless otherwise authorized.
38. Counterparts; Electronic Delivery. 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. Signatures on this Agreement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the Parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.
39. Survival. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

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

THE CITY OF LA CROSSE:

Shaundel Washington-Spivey, Mayor

Date

Nikki Elsen, City Clerk

Date

DRIFT SHARE, INC.:

Jacob Sciammas, Board President

Date



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: 25-0673

Agenda Date: 7/3/2025

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number: 4.

Resolution approving a Maintenance Agreement for the Wagon Wheel Trail and Bridge between the City of La Crosse and the Wisconsin Department of Transportation. (WisDOT)

RESOLUTION

WHEREAS, the Wagon Wheel Trail will serve as a link between La Crosse, WI and La Crescent, MN along US Highway 14 west of the Cass St/Cameron Ave Bridges to the West Channel Boat Landing via a shared use trail and separate bridge adjacent to the West Channel Bridge; and

WHEREAS, the trail has been identified as a high priority in La Crosse's Comprehensive Plan, La Crescent Bicycle and Pedestrian Master Plan, and the 2035 Coulee Regional Bicycle Plan; and

WHEREAS, the Wagon Wheel Connector Trail project is currently listed in the Adopted 2023-2027 Capital Improvement Budget as request #688; and

WHEREAS, the TID 10 Project Plan includes a pedestrian trail/sidewalk from the District to Pettibone Park; and

WHEREAS, the Planning and Development Department, on behalf of the Bicycle and Pedestrian Advisory Committee, applied for, and received, a Transportation Alternative Program grant to assist with funding of the project; and

WHEREAS, Resolution 2021-11-010 (Legistar #21-1468) supports funding the project should the City be awarded the grant; and

WHEREAS, the grant agreement requires that a maintenance agreement between the City of La Crosse and the WisDOT is established that describes what responsibilities the City is required to perform regarding the path and the bridge; and

WHEREAS, the attached agreement states that the City is required to maintain, repair, and replace all aspects of the path, lighting, and fencing.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the Mayor and City Clerk are authorized to sign the maintenance agreement.

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

**AGREEMENT BY AND BETWEEN THE WISCONSIN DEPARTMENT OF
TRANSPORTATION AND CITY OF LA CROSSE FOR THE MAINTENANCE OF THE
WAGON WHEEL TRAIL LINK BICYCLE /PEDESTRIAN PATH
WITHIN THE RIGHTS-OF-WAY OF WIS 16 & US 14/61**

This AGREEMENT for Maintenance of Wagon Wheel Trail Link Path between the Wisconsin Department of Transportation and City of La Crosse is made and entered into this 10th day of April 2025 by and between the City of La Crosse hereinafter called the “City”, and the State of Wisconsin, Department of Transportation, hereinafter called the “State”. This Agreement shall be effective upon last signature below.

WITNESSETH:

WHEREAS, the State and City have agreed to the development of a bicycle/pedestrian path, hereinafter called the “Path”, located within the rights-of-way of WIS 16 and US 14/61 starting at the west abutment of the Mississippi River west channel bridge (including the west channel of the Mississippi River bridge) and proceeding easterly to the intersection of US 53 (including the main channel of the Mississippi River bridges on Cass Street and Cameron Street) with a length of approximately 1.4 miles. Said path includes an area approximately 4 feet on each side of the Path plus any drainage pipes and structures constructed for the Path. (See attached location map.)

WHEREAS, within said limits the initial construction of the path and appurtenances will be financed and completed by the City in cooperation with the State.

WHEREAS, Wis. Stat. Sec. 66.0301 authorizes municipalities, including the City and the State, to contract with one another for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law.

AGREEMENT:

NOW, THEREFORE, the City and the State, in consideration of the mutual covenants herein set forth, and other good and valuable considerations, the receipt of which is hereby acknowledged, agree to make this Intergovernmental Agreement under Wis. Stat. sec. 66.0301 for the purposes stated herein, as follows:

1. **Path Location.** The paved Path general limits are as described above in the first “Whereas” paragraph.
2. **Path Construction.** The Path shall consist of a ten-foot asphaltic paved surface and variable (three-foot to five-foot) turf shoulders generally within the WIS 16 and US 14/61 Rights-of-Way. The initial construction of the path will be financed and completed by the City.
3. **Path Lighting.** The initial financing and installation of path lighting will be determined in a state municipal project agreement. The City shall be responsible for the financing, maintenance, rehabilitation, and replacement of Path Lighting. The City shall also be responsible for the energy costs for Path lighting.
4. **Path Signing.** Within the said limits any required signage will be financed and installed by the City. Any additional desired signing, as approved by the state, shall be provided and financed by the City and installed during initial construction.
5. **Path Maintenance.** The City shall maintain the Path, at its own expense. For purposes of this agreement, maintenance shall mean keeping all existing surfaces, signing and marking in good repair, which

includes routine sealing of asphalt cracks and pothole repair of asphalt; repair of damage due to unauthorized use, vandalism, graffiti or theft; removing dirt and debris from the path surface; removing litter from the paved surface and nearby adjacent grassed areas; mowing grass areas; keeping any other landscaping in healthy and neat condition; keeping all drainage ditches in good working condition; and keeping drainage structures free of debris and in good repair. The City shall be responsible for any other maintenance needs that are not listed above and within the Path corridor. Winter maintenance, including snow and ice removal, shall be the responsibility of the City.

6. **Bridge Maintenance.** The City shall maintain the multi-use path portions of the bridges including the approach slabs/pavements, parapets, railings, and fencing, at its own expense. For purposes of this agreement, maintenance shall include but is not limited to painting, joint repair, rail repair or replacement, crack sealing, spalling or pothole repair, snow and ice removal, sweeping and maintaining the lighting system. The maintenance, operation, and traffic control of the highway and bridges shall be subject to review and approval by WisDOT.

7. **Use of Path.** The use of the Path by the City shall be for bicycle and pedestrian transportation and may also include public access for recreational activities, including bicycling, pedestrian use and skating, as defined in Wis. Stat. sec. 895.52.

8. **Prohibition of Motorized Vehicles.** Use of this Path by motorized vehicles of any type, except as needed for maintenance, rehabilitation, or emergency rescue purposes, or under Paragraphs 10 and 14 herein, is prohibited, except for motorized wheelchairs. The City at its discretion may prohibit electric personal assistive mobility devices, as defined in state statute 340.01 (15pm). Snowmobiles are allowed to cross or run adjacent to the Path unless local ordinance prohibits the use. The City shall inform the State of snowmobile trail locations adjacent to or crossing any Path before those trails are put in place.

9. **Path Corridor Encroachments.** The City shall be responsible for keeping the Path corridor right-of-way free of encroachments.

10. **Path Rehabilitation.** The State shall resurface or replace, at its own expense, timeline, and as it deems necessary, some portions or the entire paved surfaces within the Path segment.

11. **Path Fees.** The City shall not charge fees for the use of the Path.

12. **Removal of Equipment.** All Path signs, lighting, and appurtenances, which remain the property of the City, shall be removed by the City, at its own expense, upon termination of the Maintenance Agreement.

13. **Enforcement.** Promulgation and enforcement of noise, littering and loitering restrictions and the prohibition of motorized vehicles on and along the Path and shall be the sole responsibility of the City. The City may pass such ordinances and resolutions as it deems appropriate to govern these restrictions on the Path and may use such methods as it deems appropriate to assure compliance with said restrictions. Any other restrictions proposed by the City shall require written concurrence from the State.

14. **Liability.** The City shall defend and hold harmless WisDOT and the WisDOT's agents, servants, and employees against all loss, damages, legal expenses and other claims which WisDOT may sustain or become liable for on account of injury to or death of persons, or on account of damage to, loss or destruction of property from activities conducted by WisDOT as part of this Lease and as to itself, any contractor, contractor's employees, subcontractors or agents. Notwithstanding the foregoing, nothing contained within this Lease is intended to be a waiver or estoppel of the City or its insurer's ability to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes Sections 893.80, 895.52 and 345.05.

15. The City and State agrees to conduct their activities along and, on the Path, so as not to endanger any person or property thereon. The parties agree that each party shall be responsible for its own acts or omissions and those of its officers, employees and agents, and those of its boards, commissions, agencies and officials, if any; and shall be responsible for any loss or expense (including costs, damages and attorney

fees) by reason of liability imposed by law, attributable to such acts or omissions to the extent provided by law.

16. **Wisconsin Department of Transportation (WisDOT) Property Rights.** This Agreement is not a lease and does not convey or transfer any ownership or rights of ownership in WisDOT right-of-way to the City. This instrument is a permit, and the extent of the permit is to allow the use of the Path temporarily for certain activities as set forth herein. The State retains all rights of property ownership, and only the State can grant an invasion of said ownership rights.

17. The State retains the authority for the issuance of permits to allow a public or privately owned utility the right to construct, operate, and maintain a utility facility over, across, upon, and within WisDOT right-of-way. If a permit is issued under this paragraph, it shall be a condition of the permit that use of the right-of-way needed for the Path shall not be impaired, the utility permittee shall repair said right-of-way and return it to its pre-existing condition, normal wear and tear considered, as soon as possible.

18. Both WisDOT and City shall coordinate with each other on any permitting matter that may have an effect on the path or WisDOT ROW. The coordination, in the form of written correspondence, shall begin within five business days after being contacted by a utility, developer, citizen, etc. regarding any proposed project that requires a permit. Nothing in this section shall override either WisDOT's or the City's authority to issue permits under their respective maintenance jurisdiction.

19. The State shall provide the City with written notice prior to the issuance of any permit under this paragraph, and shall coordinate with the City on matters pertaining to utility permit applications.

20. The State retains full and final authority regarding the sale or disposal of the right-of-way or any portions thereof. Furthermore, this Agreement is subject to existing permits.

21. The State retains the right to close all or any portion of the Path at any time if it needs the right-of-way for future highway improvements or other operational needs, without compensating the City to relocate the Path should the City decide to do so.

22. **Term.** The term of this Maintenance Agreement shall be twenty (20) years from the effective date written above. This Agreement shall automatically be renewed under the same terms and conditions for additional one-year terms, unless either party shall give written notice to the contrary to the other party at least 90 days before the renewal date.

23. **Applicability.** If any term, covenant, condition, or provision (or part thereof) of this Agreement, or the application thereof to any part or circumstance, shall at any time or to any extent, be held invalid or unenforceable, the remainder of the Agreement, or the application of such term or provision (or remainder thereof), to parties and circumstances other than those as to which it is held to be invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

24. **Changes.** No term or provision of this Agreement, or any of its attachments, may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by all parties to this Agreement. Consents and approvals required under this instrument may be made or granted by exchange of letters between the parties.

25. **Non-Discrimination.** The parties agree to abide by their own respective non-discrimination policies and procedures during the term of this agreement. Further, the parties agree that this agreement does not subject either party to the other's jurisdiction for the administration of such matters.

26. **Entirety.** The Agreement together with any documents referred to herein contain the entire Agreement of the parties and supersedes any and all prior Agreements and draft Agreements, or oral understandings between the parties regarding the Path.

27. **Notices.** Any notice required to be made in writing or any filing required to be made with any party to this Agreement shall be sent to the following addresses:

For the State:

Operations Planning Chief / Region Director
WisDOT Southwest Region
2101 Wright Street
Madison, WI 53704

For the City:

- (1) Nikki Elsen, City Clerk
- (2) Shaundel Washington-Spivey, Mayor

City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

WISCONSIN DEPARTMENT OF TRANSPORTATION, STATE OF WISCONSIN:

Daniel Shave
Southwest Region Director
Wisconsin Department of Transportation

Date

**CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN:
A municipal corporation**

By: _____
Shaundel Washington-Spivey, Mayor

Date: _____

By: _____
Nikki Elsen, City Clerk

Date: _____



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: 25-0655

Agenda Date:

Version: 2

Status: Agenda Ready

In Control: Bicycle-Pedestrian Advisory Committee

File Type: General Item

Agenda Number: 5.

RIDE WITH THE MAYOR

A RIDE ON THE NORTHSIDE

All are welcome!



MEETING POINT: CITY HALL
400 LA CROSSE ST

JULY 31, 2025 • 9 AM

LA CROSSE
WISCONSIN



35

CITYWIDE BIKE RODEO



BICYCLE SKILLS TRAINING - FOOD TRUCK - MUSIC & MORE

**THURSDAY
JULY 24,
2025**

2:30PM TO 4:30PM

MYRICK PARK

KIDS COULEE PARKING LOT

SKILLS TRAINING DESIGNED
FOR ELEMENTARY AGED
CHILDREN

**BRING YOUR BIKE &
HELMET**



Join the City of La Crosse, La Crosse County Safe Routes to School, and other area partners for an afternoon of bike skills and safety.

LA CROSSE
WISCONSIN

City of LaCrosse
Parks, Recreation, & Forestry



36