



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Meeting Agenda - Final-revised

### Finance & Personnel Committee

---

Thursday, September 7, 2023

6:00 PM

Council Chambers  
City Hall, First Floor

---

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

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

- Register online at <https://www.cityoflacrosse.org/city-services/meeting-registration>

- Contact the City Clerk's Office no later than 4:00p on the day of the meeting, with the following information: name, municipality of residence, if you are representing an organization or a person other than yourself at the meeting, and if you are speaking in favor, opposition or neutral.

- Sign up in person no less than ten (10) minutes before the start of the meeting.

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

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

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

### Call To Order

### Roll Call

### Agenda Items:

#### NEW BUSINESS

[23-0866](#)

Resolution approving use of existing, unappropriated project funds for additional work on the 2022 Curb & Gutter project.

**Sponsors:** Schwarz

[23-0914](#)

Resolution approving 2023 Communication from the City Assessor relative to corrections of prior year's assessment and tax rolls.

**Sponsors:** Reynolds

- [23-0929](#) Resolution approving the reorganization of the Parks, Recreation, Forestry, Building and Grounds and La Crosse Center department.  
**Sponsors:** Janssen
- [23-0973](#) Resolution authorizing the reclassification of an existing position within the Planning, Development and Assessors Department.  
**Sponsors:** Happel
- [23-0978](#) Resolution approving the fifth change order to the energy saving performance contract with Johnson Controls, Inc.  
**Sponsors:** Reynolds
- [23-0996](#) Resolution approving a Service Agreement for Pest Control Services with Orkin, LLC.  
**Sponsors:** Reynolds
- [23-1002](#) Resolution authorizing increase in contract amount for Chippewa Concrete Services for construction services for Phase II (2) of River Point District.  
**Sponsors:** Janssen
- [23-1059](#) Resolution approving Agreement for Sanitary Sewage Conveyance and Treatment between the City of La Crosse and the City of La Crescent.  
**Sponsors:** Reynolds  
  
*Short-circuited by Mayor Reynolds on 9/6/2023*
- [23-0001](#) Collective Bargaining Update.  
*(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(e) to formulate & update negotiation strategies and parameters. Following such closed session, the Committees and/or Council may reconvene in open session.)*  
**F&P Item Only, unless otherwise directed.**

## Adjournment

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

### NOTICE TO PERSONS WITH A DISABILITY

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

### Finance & Personnel Members:

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



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 23-0866

---

**Agenda Date:** 9/7/2023

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

**Agenda Number:**

Resolution approving use of existing, unappropriated project funds for additional work on the 2022 Curb & Gutter project.

RESOLUTION

WHEREAS, the City of La Crosse previously awarded, and is in the process of completing, the 2022 Curb & Gutter project via Resolution 22-0480, and

WHEREAS, funds are needed to cover additional, unexpected utility (Sanitary and Stormwater) work and materials that were required in the field as part of existing conditions encountered on the project, and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the sum of \$50,000 be designated from the Sanitary Sewer Reserve Fund 630 to 2022 CIP 665 Sanitary Utility Funds and \$5,000 be designated from the Storm Sewer Reserve Fund 650 to the 2022 CIP 592 Storm Utility Funds accounts for the 2022 Curb & Gutter project.

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



# CITY OF LA CROSSE

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

## LEGISLATION STAFF REPORT FOR COUNCIL

File ID  Caption

### Staff/Department Responsible for Legislation

Engineering

### Requestor of Legislation

Engineering

### Location, if applicable

The 1800 block of Denton Street and the 1000 & 1100 blocks fo Farnam Street.

### Summary/Purpose

Based on field conditions encountered, additional exploratory excavations, and material costs additional funds are required to adequately complete the utlity portion of the project.

### Background

Resolution 22-0480 approved the award of bid to Fowler & Hammer Inc. for the use of Utility funds to construct a new sanitary main to replace multiple long laterals along the 1800 block of Denton Street, as well as, replace storm sewer on the 1000 adn 1100 blocks of Farnam Street. Site conditions required additional exploratory excavations and additional materials to complete the work.

### Fiscal Impact

Up to \$50,000 from Sanitary Sewer Reserve Fund 630 & up to \$5,000 from Storm Sewer Reserve Fund 650.

### Staff Recommendation

Engineering recommends the approval of the resolution to add additional funds to complete the project.



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 23-0914

---

**Agenda Date:** 9/7/2023

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

Resolution approving 2023 Communication from the City Assessor relative to corrections of prior year's assessment and tax rolls.

RESOLUTION

BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the request for adjustments as outlined in a communication from the City Assessor dated August 1, 2023.

BE IT FURTHER RESOLVED that there is hereby appropriated the sum of up to \$14,682.93 from General Expense-Property Tax (acct.#1009910-405001) for said adjustments.

BE IT RESOLVED that the Finance Director and other City staff are hereby authorized to take any and all steps necessary to effectuate this resolution.



OFFICE OF  
THE CITY ASSESSOR  
CITY HALL  
400 LA CROSSE WI 54601  
608-789-7525

August 07, 2023

Honorable Mayor Reynolds  
Members of the Common Council  
City of La Crosse

RE: Annual Adjustments to Assessment Roll

Dear Mayor Reynolds and Council Members,

It has come to my attention that certain personal property accounts need correction from the 2022 assessment roll. In accordance with Chapter 74.33, 70.43 and 70.44 State Stats., I am requesting your consideration for the adjustments detailed on the attached addendum. The summary of assessment adjustments are as follows:

**Corrections Property Class Assessment Adjustments**

**CH. 74.33** Real and Personal Property Corrections (\$14,682.93)

I attest that all attached adjustments are correct and appropriate according to the best information available. I request that the Director of Finance calculate the property taxes relative to these assessment adjustments and to make any necessary adjustments to the tax rolls for these purposes.

Respectfully Submitted,

*Shannon Neumann*

Shannon Neumann  
Chief City Assessor

Cc: Chadwick Hawkins  
Daniel DeGier  
David Harm



## CORRECTIONS OF ERRORS BY ASSESSORS (SEC. 70.43, WIS. STATS.)

\_\_\_\_\_  
(Year)

*Note: Assessor should complete columns (a) through (e) and forward to the clerk as part of the assessment roll. Send to clerk electronically as well, if possible. The clerk will complete columns (f), (g), and totals.*

	(a) Parcel / Account Number Property Location & School Code Owner's Name, Street Address, City, State, Zip (1)	(b) Previous Year's Assessed Value	(c) Corrected Value	(d) <b>Real Property</b> Amount of Adjustment (c-b)	(e) <b>Personal Property</b> Amount of Adjustment (c-b)	(f) Previous Year's Net Mill Rate (2)	(g) T – Tax net school credit L – Lottery credit F – First Dollar credit N – Net Tax (3)
1							T – L – F – N –
2							T – L – F – N –
3							T – L – F – N –
4							T – L – F – N –
5							T – L – F – N –
6							T – L – F – N –

## CORRECTIONS OF ERRORS BY ASSESSORS (Continued)

\_\_\_\_\_  
(Year)

	(a) Parcel / Account Number Property Location & School Code Owner's Name, Street Address, City, State, Zip (1)	(b) Previous Year's Assessed Value	(c) Corrected Value	(d) <b>Real Property</b> Amount of Adjustment (c-b)	(e) <b>Personal Property</b> Amount of Adjustment (c-b)	(f) Previous Year's Net Mill Rate (2)	(g) T – Tax net school credit L – Lottery credit F – First Dollar credit N – Net Tax (3)
7							T – L – F – N –
8							T – L – F – N –
9							T – L – F – N –
10							T – L – F – N –
	Grand Totals . . →						

(1) Enter Property and Owner Information in order listed.

(2) Net Mill Rate – see Publication PA-502, Assessment and Tax Roll Instructions for Clerks at [www.revenue.wi.gov/html/pubs.html](http://www.revenue.wi.gov/html/pubs.html).

(3) T – Enter total tax less school levy tax credit.  
 L – If Principal Residence, enter amount of Lottery & Gaming Credit adjustment, if any.  
 F – If Real Estate includes an improvement, enter amount of First Dollar Credit adjustment, if any.  
 N – Enter net amount (T minus L and F)

↑  
Real Property  
Total enter on  
line 23c1 of the  
Statement of  
Assessment

↑  
Personal Property  
Total enter on  
line 23c2 of the  
Statement of  
Assessment

↑  
Total of code "N" entries.  
Enter on Line K  
of the Statement  
of Taxes.

## CORRECTIONS OF ERRORS BY ASSESSORS (SEC. 70.43, WIS. STATS.)

\_\_\_\_\_  
(Year)

*Note: Assessor should complete columns (a) through (e) and forward to the clerk as part of the assessment roll. Send to clerk electronically as well, if possible. The clerk will complete columns (f), (g), and totals.*

	(a) Parcel / Account Number Property Location & School Code Owner's Name, Street Address, City, State, Zip (1)	(b) Previous Year's Assessed Value	(c) Corrected Value	(d) <b>Real Property</b> Amount of Adjustment (c-b)	(e) <b>Personal Property</b> Amount of Adjustment (c-b)	(f) Previous Year's Net Mill Rate (2)	(g) T – Tax net school credit L – Lottery credit F – First Dollar credit N – Net Tax (3)
1							T – L – F – N –
2							T – L – F – N –
3							T – L – F – N –
4							T – L – F – N –
5							T – L – F – N –
6							T – L – F – N –

## CORRECTIONS OF ERRORS BY ASSESSORS (Continued)

\_\_\_\_\_  
(Year)

	(a) Parcel / Account Number Property Location & School Code Owner's Name, Street Address, City, State, Zip (1)	(b) Previous Year's Assessed Value	(c) Corrected Value	(d) <b>Real Property</b> Amount of Adjustment (c-b)	(e) <b>Personal Property</b> Amount of Adjustment (c-b)	(f) Previous Year's Net Mill Rate (2)	(g) T – Tax net school credit L – Lottery credit F – First Dollar credit N – Net Tax (3)
7							T – L – F – N –
8							T – L – F – N –
9							T – L – F – N –
10							T – L – F – N –
	Grand Totals . . →						

- (1) Enter Property and Owner Information in order listed.
- (2) Net Mill Rate – see Publication PA-502, Assessment and Tax Roll Instructions for Clerks at [www.revenue.wi.gov/html/pubs.html](http://www.revenue.wi.gov/html/pubs.html).
- (3) T – Enter total tax less school levy tax credit.  
 L – If Principal Residence, enter amount of Lottery & Gaming Credit adjustment, if any.  
 F – If Real Estate includes an improvement, enter amount of First Dollar Credit adjustment, if any.  
 N – Enter net amount (T minus L and F)

↑	↑	↑
Real Property Total enter on line 23c1 of the Statement of Assessment	Personal Property Total enter on line 23c2 of the Statement of Assessment	Total of code "N" entries. Enter on Line K of the Statement of Taxes.

## CORRECTIONS OF ERRORS BY ASSESSORS (SEC. 70.43, WIS. STATS.)

\_\_\_\_\_  
(Year)

*Note: Assessor should complete columns (a) through (e) and forward to the clerk as part of the assessment roll. Send to clerk electronically as well, if possible. The clerk will complete columns (f), (g), and totals.*

	(a) Parcel / Account Number Property Location & School Code Owner's Name, Street Address, City, State, Zip (1)	(b) Previous Year's Assessed Value	(c) Corrected Value	(d) <b>Real Property</b> Amount of Adjustment (c-b)	(e) <b>Personal Property</b> Amount of Adjustment (c-b)	(f) Previous Year's Net Mill Rate (2)	(g) T – Tax net school credit L – Lottery credit F – First Dollar credit N – Net Tax (3)
1							T – L – F – N –
2							T – L – F – N –
3							T – L – F – N –
4							T – L – F – N –
5							T – L – F – N –
6							T – L – F – N –

## CORRECTIONS OF ERRORS BY ASSESSORS (Continued)

\_\_\_\_\_  
(Year)

	(a) Parcel / Account Number Property Location & School Code Owner's Name, Street Address, City, State, Zip (1)	(b) Previous Year's Assessed Value	(c) Corrected Value	(d) <b>Real Property</b> Amount of Adjustment (c-b)	(e) <b>Personal Property</b> Amount of Adjustment (c-b)	(f) Previous Year's Net Mill Rate (2)	(g) T – Tax net school credit L – Lottery credit F – First Dollar credit N – Net Tax (3)
7							T – L – F – N –
8							T – L – F – N –
9							T – L – F – N –
10							T – L – F – N –
	Grand Totals . . →						

- (1) Enter Property and Owner Information in order listed.
- (2) Net Mill Rate – see Publication PA-502, Assessment and Tax Roll Instructions for Clerks at [www.revenue.wi.gov/html/pubs.html](http://www.revenue.wi.gov/html/pubs.html).
- (3) T – Enter total tax less school levy tax credit.  
 L – If Principal Residence, enter amount of Lottery & Gaming Credit adjustment, if any.  
 F – If Real Estate includes an improvement, enter amount of First Dollar Credit adjustment, if any.  
 N – Enter net amount (T minus L and F)

↑	↑	↑
Real Property Total enter on line 23c1 of the Statement of Assessment	Personal Property Total enter on line 23c2 of the Statement of Assessment	Total of code "N" entries. Enter on Line K of the Statement of Taxes.



# ***CITY OF LA CROSSE***

400 La Crosse Street  
La Crosse, Wisconsin 54601  
(608) 789-CITY  
[www.cityoflacrosse.org](http://www.cityoflacrosse.org)

## **LEGISLATION STAFF REPORT FOR COUNCIL**

File ID                      Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 23-0929

---

**Agenda Date:** 9/7/2023

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution



Resolution approving a reorganization to the table of positions and classifications within the Parks, Recreation, Forestry, Building and Grounds and La Crosse Center department.

## RESOLUTION

WHEREAS, a pay and class study has been adopted by the City to ensure proper pay and classification; and

WHEREAS, the Classification and Compensation Plan contains a provision for department heads to request a position be reclassified to a higher classification grade due to increased complexity and/or responsibility within the respective position; and

WHEREAS, the Parks, Recreation, Forestry, Building and Grounds and La Crosse Center department has determined a need for a reorganization resulting in the changes to current job duties of positions within the department; and.

WHEREAS, all reclassifications requests are subject to review by the Director of Human Resources, and if justified, the Director of Human Resources must provide a recommendation to Common Council.

NOW, THEREFORE, BE IT RESOLVED that the change in position classifications, job titles and compensation listed below is here by approved as follows:

- Remove the currently vacant position of Deputy Director of Parks and Recreation – exempt, Grade 15
- Remove the currently vacant position of Director of La Crosse Center - exempt, Grade 18
- Retitle the incumbent Recreation and Facilities Supervisor – exempt, Grade 11, Step 3 (\$34.10/hr.) to Deputy Director – Recreation and La Crosse Center – exempt, Grade 15, Step 1 (\$42.33/hr.).
- Retitle the incumbent Deputy Director – Forestry, Building and Grounds Manager – exempt, Grade 14, Step 2 (\$40.65/hr.) to Deputy Director – Parks, Forestry and Facilities – exempt, Grade 15, Step 1 (\$42.33/hr.).
- Retitle the incumbent Project Specialist – exempt, Grade 11, Step 3 (\$34.10/hr.) to Facilities and Marine Operations Manager – exempt, Grade 13, Step 1 (36.98/hr.).
- Retitle the incumbent Outdoor Recreation and Conservation Specialist – exempt, Grade 10, Step 2 (\$31.01/hr.) to Parks, Forestry, and Natural Resources Manager – exempt, Grade 13, Step 1 (\$36.98/hr.).
- Retitle the incumbent Administrative Specialist – non-exempt, 37.5 hrs. per week, Grade 5, Step 2 (\$22.75/hr.) to Office Coordinator – non-exempt, Grade 7, Step 1 (\$25.34/hr.), 40 hrs. per week.
- Retitle the incumbent Community Program Specialist – exempt, Grade 10, Step 4 (\$32.74/hr.) to Recreation and Community Enrichment Manager – exempt, Grade 13, Step 1 (36.98/hr.).
- Add a one (1) exempt position of Outdoor Recreation Coordinator at a Grade 8 (hourly range of \$27.12/hr. to \$35.58/hr.).
- Add one (1) exempt position of Recreation Program Coordinator at a Grade 8 (hourly range of \$27.12/hr. to \$35.58/hr.).

BE IT FURTHER RESOLVED that the resulting pay and title reclassification costs shall result in an approximate \$24,000 savings to the Parks, Recreation, Forestry and Building and Grounds 2024 operating budget. With the elimination of two (2) positions in 2023, there will also be savings in the Parks, Recreation, Forestry and Building and Grounds 2023 operating budget as well.

BE IT FURTHER RESOLVED that the job description as amended, and wage rates as identified above shall become effective September 15<sup>th</sup>, 2023. The Director of Human Resources and the Director of Parks & Recreation are hereby directed to take all necessary steps to implement this resolution.



# ***CITY OF LA CROSSE***

400 La Crosse Street  
La Crosse, Wisconsin 54601  
(608) 789-CITY  
[www.cityoflacrosse.org](http://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



<b>Name</b>			
<b>Position Title</b>	Deputy Director – Parks, Forestry, and Facilities	<b>Department</b>	Parks, Recreation, Forestry, Buildings and Grounds
<b>FLSA</b>	Exempt	<b>Reports To</b>	Director of Parks and Recreation
<b>Pay Grade</b>	15	<b>Unit</b>	Non-Represented
<b>FTE</b>	1.0 FTE		

**Purpose of Position**

The position of Deputy Director of Parks, Forestry, and Facilities is to plan, manage, supervise, direct and evaluate the La Crosse Center, Parks, Forestry, and Facilities service operations, budgets, and personnel. Additionally, this position implements long and short-range La Crosse Center, Parks, Forestry, Facilities planning objectives, program evaluation, and conducts community needs assessments. Responsibilities include planning, implementation, and monitoring of the department’s La Crosse Center, Parks, Forestry, and Facilities budget. This position is expected to exercise a high degree of expertise, initiative, and independent decision-making to ensure satisfaction.

**Essential Duties & Responsibilities**

*The following duties are normal for this position. The duties and responsibilities are not to be construed as exclusive or all-inclusive. Other duties may be required and/or assigned.*

- Manages and monitors a variety of operations to ensure the success and implementation of City and departmental objectives. Directs personnel and activities of one or more divisions related to the La Crosse Center, Parks, Forestry, and Facilities
- Develops and monitors a variety of funds including Capital Improvement Project (CIP) funds, Capital Equipment funds, operational expense, and revenue budgets.
- Seeks and develops independent revenue sources to subsidize tax based operational and borrowed costs through innovative and creative thinking.
- Administers and manages service contracts, and other similar documents pertinent to the operation of a the La Crosse Center, Parks, Forestry, and Facilities
- Establish and maintain effective working relationships with staff, volunteers, City Council, Commissions and Committees, community organizations, individual citizens, contractors, and vendors.
- Responsible for hiring, training, supervision, and evaluation of full-time staff in the divisions of La Crosse Center, Parks, Forestry, and Facilities
- Supervises operation and maintenance of La Crosse Center, Parks, Forestry, and Facilities
- Oversees building maintenance including custodial, HVAC, plumbing and electrical through supervisory personnel. Oversees stage department personnel and maintenance staff.
- Develop and maintain partnerships with corporations and other entities for funding and collaborative programming.
- Supervises program and facility staff members, including scheduling, training, evaluations, and hiring.

- Supervises scheduling of parks and building facilities and requests and coordinates needs with appropriate staff.
- Coordinates programs and activities with Department of Natural resources, and other agencies to maximize services.
- Maintains financial records, including revenue and fees generated by programs, program operational costs, facility revenue and expense schedules, budget projections, and analyses.
- Prepares and monitors compliance with operational and capital budgets.
- Inspects and monitors all major programs, services, staff, and facilities on a regular basis to evaluate quality and efficiency of operations and systems and compliance with operational standards.
- Administers operational budgets. Forecasts department revenues and expenditures. Identifies and accesses resources to improve overall service delivery effectiveness.
- Develops and oversees the implementation of long-range goals and strategies addressing the need for parks and recreational facilities and plans for the establishment of the facilities and maintenance of parks/facilities.
- Develops, implements, and updates comprehensive Urban Forest Management Plan.
- Responsible for preparation of crews and equipment, response, and mitigation for all severe storm occurrences.
- Coordinate internal resources and third parties/vendors for the execution of projects. Ensure all projects are delivered on time, within scope, and within budget.
- Assists in scheduling projects. Prepares work orders. Allocates personnel and equipment. Monitors work in progress and checks completed projects. Advises crews.
- Meets and coordinates with community interest groups.
- Negotiates and monitors third party vendor and concession contracts and operations.
- Maintains confidentiality of all proprietary department information, participant personal data and all personnel matters including medical information.
- Must hold Certified Parks and Recreation Professional Certification (CPRP), Aquatic Facility Operators Certification (AFO), Department of Transportation Alcohol and Other Drug Abuse Regulation Certification, CPR, and First Aid.

### **Additional Duties & Responsibilities**

---

*While the following tasks are necessary for the work of the department, they are not an essential part of the purpose of this position and may also be performed by other department staff.*

- Interpreting and applying City policies and procedures.
- Promoting and enforcing safe work practices.
- Speaking to large groups of the public concerning La Crosse Center, Parks, Forestry, and Facilities.
- Attends training as assigned.
- Prepares reports and spreadsheets.

- Attends meetings as needed.
- Performs other duties as assigned or as necessary.

### **Minimum Training & Experience Requirements**

---

- Bachelor's degree in Recreation Management or related field from an accredited college; five years related and supervisory experience or any combination of education and experience that provides equivalent knowledge, skills and abilities.
- Must obtain a CPRP National Certification.
- Must obtain an Aquatic Facility Operator (AFO) certification within six (6) months of hire.
- A minimum of three years' professional urban forestry supervisory experience.
- Minimum of two years building maintenance supervisory experience.
- Valid motor vehicle license required.
- First Aid and CPR certification required.
- Demonstrated computer aptitude with Microsoft suite applications.

### **Physical & Mental Requirements**

---

#### **Language Ability and Interpersonal Communication**

- Ability to analyze and categorize data and information to determine the relationship of the data with reference to established criteria/standards. Ability to compare, count, differentiate, measure, assemble, copy, and record and transcribe data and information. Ability to classify, compute and tabulate data. Ability to effectively research and interpret related topics.
- Ability to manage and direct a group of workers, including the ability to provide counseling and mediation. Ability to persuade, convince and train others. Ability to advise and interpret regarding the application of policies, procedures, and standards to specific situations.
- Ability to utilize a wide variety of advisory data and information such as budget reports, time sheets, job applications, performance evaluations, safety and personnel policies, payroll records, registration lists, brochures, newspaper copy, event schedules, staff reports, program recommendations, billing statements, receipts, financial reports, grant applications, city maps, State and Federal environmental regulations, fee schedules, facility use requests, tax reports, computer software operating manuals, equipment manuals, rule books, plan specifications, blue prints, land plats, recreation books/manuals, program forms, procedures, guidelines and non-routine correspondence.
- Ability to communicate orally and in writing with program participants, parents, school personnel, business organizations, State and Federal organizations, recreation organizations, sports clubs, volunteers, various city departments, professional associations, engineers, architects, construction representatives, Park and Recreation staff, news media representatives, council members, and the public.
- Ability to conduct presentations to the public, common council, or other various audiences.

### **Mathematical Ability**

- Ability to add and subtract, multiply, and divide, and calculate percentages, fractions, and decimals. Ability to interpret basic descriptive statistical reports. Ability to use the principles of basic algebra, geometry, and accounting.

### **Judgement and Situational Reasoning Ability**

- Ability to use functional reasoning in performing influence functions such as supervising, managing, leading and instructing.
- Ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory and/or judgmental criteria, as opposed to criteria which are clearly measurable.
- Ability to maintain professionalism, integrity, and credibility in confrontational situations.

### **Physical Ability**

- Ability to operate, maneuver and/or steer equipment and machinery requiring simple but continuous adjustments, such as motor vehicle, common hand tools, computer terminal, sound reinforcement equipment, telephone, and photocopier.
- Ability to coordinate eyes, hands, feet, and limbs in performing movements requiring moderate skill, such as cutting and typing.
- Ability to exert occasional moderate physical effort, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, crawling, lifting, carrying, pushing, and pulling.
- Ability to recognize and identify similarities or differences between characteristics of colors, shapes, sounds, tastes, odors, and textures associated with job-related objects, materials and tasks.

### **Environmental Adaptability**

- Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as irritants, intimidation, temperature variations or extremes, machinery and disease may cause discomfort and poses a limited risk of injury.

*The City of La Crosse is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.*



<b>Name</b>			
<b>Position Title</b>	Deputy Director – Recreation and La Crosse Center	<b>Department</b>	Parks, Recreation, Forestry, Buildings and Grounds
<b>FLSA</b>	Exempt	<b>Reports To</b>	Director of Parks and Recreation
<b>Pay Grade</b>	15	<b>Unit</b>	Non-Represented
<b>FTE</b>	1.0 FTE		

**Purpose of Position**

The position of Deputy Director of Recreation and La Crosse Center is responsible for the overall management of the La Crosse Center and recreation programs, providing leadership and direction to all departments, partner managers and staff. The facility managed is a municipally owned and operated convention center that hosts national, regional, and international conventions, trade shows, conferences, and sporting events. Under the direction of the Director of Parks and Recreation, the Deputy Director of Recreation and La Crosse Center is responsible for the overall operations, marketing, promotions, policy development, financial management, along with client and community relations. Work is of unusual difficulty requiring extensive initiative and independent judgement in a manner that achieves the creation of a positive economic impact for the community. Work is review through periodic conferences, reports, and results achieved.

**Essential Duties & Responsibilities**

*The following duties are normal for this position. The duties and responsibilities are not to be construed as exclusive or all-inclusive. Other duties may be required and/or assigned.*

- Directs the policy, development, programming, financial management, sales & marketing, and community relations for the department.
- Develop effective programs for the successful future of both the facility and recreation department.
- Develop policy recommendations for approval and implementation.
- Responsible for financial management, including budget development, overview of financial and accounting systems, projections, and controls and personnel management.
- Ensure proper communication between staff, partner managers, the City of La Crosse administration through verbal and written reports.
- Complete performance appraisals for direct reports and make salary recommendations.
- Work closely with La Crosse Visitors and Convention Bureau and hotel/motel association to attract city-wide events that stimulate the economy including negotiation and contracting.
- Overall management of all in-house service providers and venue partners to ensure convention center service standards are maintained, revenue and expense forecast are established and research industry trends to stay ahead of competition.
- Represent the City in a positive manner to the community, clients, and hospitality industry.

- Responsible for publicly promoting the facility through speaking engagements, media interviews, and other public appearances.
- Prepares reports and correspondences; assigns, develops, and evaluates staff; manages unit budget and work processes.
- Assists the Director in managing the operations and direction for the department within the context of strategic goals and objectives.
- Develops and oversees the implementation of long-range goals and strategies addressing the need for recreation facilities and plans for the establishment of the facilities and maintenance of community facilities.
- Assists the Director in administering and managing services contracts, use/management agreements, and other similar documents pertinent to the operation of community facilities.
- Reviews diverse department programs as needed to set and adjust priorities and policies. Establishes and monitors management controls for administration and fiscal procedures.
- Prepares and helps administer operational budgets. Forecasts department revenues and expenditures.
- Establish and maintain effective working relationships with staff, volunteers, City Council, Commissions and Committees, community organizations, individual citizens, contractors, and vendors.
- Maintains on-line recreation registration software. Troubleshoots software problems, and trains staff.
- Maintains confidentiality of proprietary information, and employee personnel and medical information.
- Supervises and trains recreation staff and volunteers, determines workloads, and schedules, and evaluates staff, volunteers, and contracted instructors. Responsible for making hiring and disciplinary decisions.
- Plans, schedules, supervises, and coordinates the operations of City recreation programs; assures activities are in compliance with all laws, policies, regulations, goals and safety standards, including Americans with Disabilities Act Amendment Act (ADAAA).
- Monitors program activities and expenditures; ensures activities are running smoothly; responds to questions and complaints.
- Prepares a variety of reports and other documents such as quarterly and annual reports ensuring budget compliance, operating, activity and statistical reports, financial reports on recreation programs, special events and cost recovery analysis, promotional materials, and agenda items; presents materials to interested groups.
- Prepares, reviews, and implements Request for Proposals.
- Maintain and design the layout of the online recreation registration software for recreation programs, parks, and other City-owned recreational facilities. Troubleshoots software problems. Trains staff on the online recreation registration software. Serves as City contact for software company.
- Prepare, coordinate, and disseminate community event and recreation publicity, including monthly e-newsletters, through various media sources and social media.
- Makes payments and entries to the city automated accounting system for department accounts receivable and payable.
- Prepares a recommended preliminary operating budget specific to Recreation and Community Events, including recommended program fees and expenditures. Administers the final approved budget; participates



in special projects including capital improvement planning and the development of new community recreational programs.

- Provides input for the department operating budget, capital projects budget and the equipment budget.
- Performs related work as required.

### **Additional Duties & Responsibilities**

---

*While the following tasks are necessary for the work of the department, they are not an essential part of the purpose of this position and may also be performed by other department staff.*

- Prepares council legislation related to the department.
- May prepare Request for Proposals (RFP).
- Attends training as assigned.
- Drafts legal documents such as contracts and leases.
- Performs any and all related functions as assigned.

### **Minimum Training & Experience Requirements**

---

- Bachelor's degree in Recreation and Parks Administration, Recreation and Resources Development, Public Administration, or related field; with five (5) years progressively responsible upper management level experience in public parks, recreation programs, or related field; or any combination of education and experience that provides equivalent knowledge, skills, and abilities.
- Knowledge of principles, practices and methods of park and recreation administration including business plan development.
- Must obtain a Certified Park and Recreation Professional (CPRP) certification within two years of hire.
- Valid motor vehicle operator's license required.
- First Aid and CPR certification required.
- Demonstrated computer aptitude with Microsoft suite applications.

### **Physical & Mental Requirements**

---

#### **Language Ability and Interpersonal Communication**

- Ability to analyze and categorize data and information in order to determine the relationship of the data with reference to established criteria/standards. Ability to compare, count, differentiate, measure, assemble, copy, and record and transcribe data and information. Ability to classify, compute and tabulate data. Ability to effectively research and interpret related topics.
- Ability to manage and direct a group of workers, including the ability to provide counseling and mediation. Ability to persuade, convince and train others. Ability to advise and interpret regarding the application of policies, procedures, and standards to specific situations.
- Ability to utilize a wide variety of advisory data and information such as budget reports, time sheets, job applications, performance evaluations, safety and personnel policies, payroll records, registration lists, brochures, newspaper copy, event schedules, staff reports, program recommendations, billing statements, receipts, financial

reports, grant applications, city maps, State and Federal environmental regulations, fee schedules, facility use requests, tax reports, computer software operating manuals, equipment manuals, rule books, plan specifications, blue prints, land plats, recreation books/manuals, program forms, procedures, guidelines and non-routine correspondence.

- Ability to communicate orally and in writing with program participants, parents, school personnel, business organizations, State and Federal organizations, recreation organizations, sports clubs, volunteers, various city departments, professional associations, engineers, architects, construction representatives, Park and Recreation staff, news media representatives, council members, and the public.
- Ability to conduct presentations to the public, common council or other various audiences.

### **Mathematical Ability**

- Ability to add and subtract, multiply, and divide, and calculate percentages, fractions, and decimals. Ability to interpret basic descriptive statistical reports. Ability to use the principles of basic algebra, geometry, and accounting.

### **Judgement and Situational Reasoning Ability**

- Ability to use functional reasoning in performing influence functions such as supervising, managing, leading and instructing.
- Ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory and/or judgmental criteria, as opposed to criteria which are clearly measurable.
- Ability to maintain professionalism, integrity, and credibility in confrontational situations.

### **Physical Ability**

- Ability to operate, maneuver and/or steer equipment and machinery requiring simple but continuous adjustments, such as motor vehicle, common hand tools, computer terminal, sound reinforcement equipment, telephone, and photocopier.
- Ability to coordinate eyes, hands, feet, and limbs in performing movements requiring moderate skill, such as cutting and typing.
- Ability to exert occasional moderate physical effort, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, crawling, lifting, carrying, pushing, and pulling.
- Ability to recognize and identify similarities or differences between characteristics of colors, shapes, sounds, tastes, odors, and textures associated with job-related objects, materials and tasks.

### **Environmental Adaptability**

- Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as irate individuals, intimidation, temperature variations or extremes, machinery and disease may cause discomfort and poses a limited risk of injury.

*The City of La Crosse is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.*



<b>Name</b>		<b>Department</b>	Parks, Recreation, Forestry, Buildings and Grounds
<b>Position Title</b>	Facilities and Marine Operations Manager		
<b>FLSA</b>	Exempt	<b>Reports To</b>	Deputy Director – Parks, Forestry and Facilities
<b>Pay Grade</b>	13	<b>Unit</b>	Non-Represented
<b>FTE</b>	1.0 FTE		

**Purpose of Position**

The position of Facilities and Marine Operations Manager will plan, manage, supervise, direct, and evaluate the City’s ongoing capital, operational, and maintenance projects. This position is responsible for overseeing all operations and community engagement involving project delivery. Additionally, the employee implements long and short-range project planning objectives, project evaluation, and conducts community needs assessments. Responsibilities include planning, implementation, and monitoring of the departments project budget. This position also oversees all aspects of the City of La Crosse’s waterfront services which include, but are not limited to, marinas, boathouses, cruise ship landings, and piers. The purpose of this position is to plan, manage, supervise, direct, and evaluate the City’s building and grounds system, service operations, budgets, and personnel. This position is expected to exercise a high degree of expertise, initiative, and independent decision-making to ensure satisfaction.

**Essential Duties & Responsibilities**

*The following duties are normal for this position. The duties and responsibilities are not to be construed as exclusive or all-inclusive. Other duties may be required and/or assigned.*

- Manages and monitors project operations to ensure the success and implementation of City of departmental objectives.
- Administers and manages service contracts, and other similar documents pertinent to the department operations.
- Establish and maintain effective working relationships with staff, volunteers, City Council, Commissions and Committees, community organizations, individual citizens, contractors, and vendors.
- Develop and maintain partnerships with corporations and other entities for funding and collaborative capital resourcing.
- Coordinates project maintenance with third party and internal users.
- Maintains financial records, including scope of services, architectural and engineering contracts, expense schedules, budget projections, and analyses.
- Prepares and monitors compliance with the division budget.
- Ensures compliance with all Federal, State, and Local project regulations.
- Inspects and monitors all facilities, service staff, and projects on a regular basis to evaluate quality and efficiency of operations, systems, and compliance with operational standards and make the appropriate maintenance recommendations.

- Coordinates and manages maintenance plan for all department responsibilities coinciding with both long- and short-range strategic plans.
- Prepares RFPs and makes recommendations in the selection of contractor for all facility maintenance and new construction.
- Plan, coordinate and supervise outdoor fishing and boating programs includes serving as the liaison for all water related programs, projects, and special events with the WI Department of Natural Resources.
- Independently prepares and implements grant applications for federal and state funding for recreational facility projects as well as monitors grants for compliance.
- Work effectively with City of La Crosse Harbor Commissioners to solidify clear lines of communication for future shoreline development.
- Recommends capital project expenditures.
- Negotiates leases on behalf of the department.
- Representative of the City of La Crosse on the Board of Joint Harbor Commissioners.
- Meets and coordinates with community interest groups.
- Maintains confidentiality of all proprietary department information, participant personal data, and all personnel matters.

### **Additional Duties & Responsibilities**

---

*While the following tasks are necessary for the work of the department, they are not an essential part of the purpose of this position and may also be performed by other department staff.*

- Interpreting and applying City policies and procedures.
- Promoting and enforcing safe work practices.
- Able to speak to large groups and members of the public concerning forward development of Parks and Recreation facilities.
- Attends training as assigned.
- Prepares reports and spreadsheets.
- Attends meetings as needed.
- Performs other duties as assigned or as necessary.

### **Minimum Training & Experience Requirements**

---

- Bachelor's degree in Recreation Management, Physical Education, Parks Administration, or related field from an accredited college, plus two (2) years' experience developing and implementing recreational programs and activities involving aquatic facilities.
- Prior supervisory or leadership experience preferred.
- Must obtain a Certified Park and Recreation Professional (CPRP) National Certification within two (2) years of hire and an Aquatic Facility Operator (AFO) certification within six (6) months of hire.

- Valid motor vehicle license required.
- First Aid and CPR certification required.
- Proficient in Microsoft Office.
- Ability to communicate orally, and in writing with supervisors, staff, City employees, and the public.

## **Physical & Mental Requirements**

---

### **Language Ability and Interpersonal Communication**

- Ability to analyze and categorize data and information to determine the relationship of the data with reference to established criteria/standards.
- Ability to compare, count, differentiate, measure, assemble, copy, record and transcribe information and data.
- Ability to classify, compute, and tabulate data.
- Ability to counsel, treat, and mediate, and/or provide first line supervision.
- Ability to persuade, convince, and train others.
- Ability to advise and provide interpretation regarding the application of policies, procedures, and standards to specific situation.
- Ability to utilize a wide variety of advisory data and information such as budget reports, timesheets, job applications, performance evaluations, safety and personnel policies, payroll records, registration lists, brochures, newspaper copy, event schedules, staff reports, program recommendations, billing statement, receipts, financial reports, grant applications, city maps, state and federal environmental regulations, fee schedules, facility use requests, tax reports, computer software operating manuals, equipment manuals, rule books, plan specifications, blue prints, land plats, recreation books/manuals, program forms, procedures, guidelines, and non-routine correspondence.
- Ability to communicate orally and/or in writing with program participants, parents, school personnel, business organizations, state and federal organization, recreation organizations, sports clubs, volunteers, various city departments, professional associations, engineers, architects, construction representatives, park and recreation staff, news media representatives, council members, and the public.
- Ability to conduct presentations to the public, common council, or other various audiences.

### **Mathematical Ability**

- Ability to add and subtract, multiply, and divide along with the ability to calculate percentages, fractions, and decimals.
- Ability to interpret basic descriptive statistical reports.
- Ability to use the principles of basic algebra, geometry, and accounting.

### **Judgement and Situational Reasoning Ability**

- Ability to use functional reasoning in performing influence functions such as supervising, managing, leading, and instructing.

- Ability to exercise the judgement, decisiveness, and creativity required in situations involving the evaluation of information against sensory and/or judgement criteria, as opposed to criteria which are clearly measurable.

### **Physical Ability**

- Ability to operate, maneuver, and/or steer equipment and machinery requiring simple but continuous adjustments, such as motor vehicle, sports equipment, common hand tools, graphic arts tools, computer terminal, sound reinforcement equipment, telephone, and photocopier.
- Ability to coordinate eyes, hands, feet, and limbs in performing movements requiring moderate skills, such as cutting and typing.
- Ability to exert moderate to heavy but not constant physical effort, typically involving some combination of climbing and balancing stopping, kneeling, crouching, crawling, lifting, carrying, pushing, and pulling.
- Ability to recognize and identify similarities or differences between characteristics of colors, shapes, sounds, tastes, odors, and textures associated with job-related objects, materials, and tasks.

### **Environmental Adaptability**

- Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as irate individuals, intimidation, temperature variations or extremes, violence, machinery, and disease may cause discomfort and poses a limited risk of injury.

*The City of La Crosse is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.*



<b>Name</b>			
<b>Position Title</b>	Office Coordinator	<b>Department</b>	Parks, Recreation, Forestry, Buildings and Grounds
<b>FLSA</b>	Non-Exempt	<b>Reports To</b>	Director of Parks and Recreation
<b>Pay Grade</b>	7	<b>Unit</b>	Non-Represented
<b>FTE</b>	1.0 FTE		

### **Purpose of Position**

The position of Office Coordinator is an essential member of the management team with responsibilities spanning across the overall administrative operations within the department. This position is responsible for ensuring productivity, quality control, financial bookkeeping, and enhance operational procedures. This position interprets and implements policies, processes, and practices across the department. As a direct report to the department director, this position is responsible for drafting professional memos, press releases, meeting agendas and minutes, resolutions, posting open department positions, and managing the director’s schedule. This position is responsible for scheduling the departments administrative staff in accordance with office hours while also mentoring team members and findings ways to increase quality of service and implement best practices across all levels.

### **Essential Duties & Responsibilities**

*The following duties are normal for this position. The duties and responsibilities are not to be construed as exclusive or all-inclusive. Other duties may be required and/or assigned.*

- Assist with financial bookkeeping/accounting such as processing invoices, billing statements, purchase orders, requisitions, credit card payments, submit invoices for payment, issue refunds in RecTrac and Munis and other financial transactions.
- Compile, submit, and manage department’s Capital Improvement Project (CIP) requests annually.
- Manage the departments 25 leases, generate invoices, process payments, and ensure leases are current.
- Directly supervise LTE and the Administrative Assistant on various software such as T2, RecTrac, Munis, and Legistar.
- Manage the departments overall five-year strategic plan.
- Provide administrative support such as meeting preparations, compiling meeting information materials and exhibits, prepare agendas in Legistar, attend meetings and record, transcribe and distribute in Media Manager for the following boards and commissions:
  - Board of Park Commissioners
  - Joint Board of Harbor Commission
  - La Crosse Center Board
  - Arts Board
- Create and submit legislation to be approved by various boards including Finance and Personnel, Judiciary and Administration Committee, and Common Council.

- Oversee and provide administrative assistance for all divisions of the department such as the La Crosse Center, Parks, Recreation, Forestry, Building and Grounds.
- Manage the City's 300 Boat Slip and 89 Boathouse license agreements, payments, and routine correspondence.
- Directly supervise administrative support positions at various satellite facilities located in the City.
- Compose and type correspondence, reports, forms, leases, schedules, and other materials from written and oral instructions. May also compose routine correspondence, public notices, schedules, and other materials for general distribution and/or approval of management.
- Manage annual community event agreements and review special event permits.
- Generate reports, make photocopies, board meeting packets, and distribute reports to appropriate personnel on a weekly basis.
- Performs customer service tasks such as reserving department facilities, assisting customers with general questions, and signing up for programs.
- Maintains the City job board within NeoGov.
- Performs basic accounting/cash handing duties. Responsible processing program registration payments and refunds, mail payments, update contracts, license agreements, and insurance information.
- Provides routine information or refers to appropriate person or department. Takes and relays messages. Receives, screens, and directs phone calls, schedules appointments, conferences, and meetings.
- Maintains record confidentiality as needed.
- Maintains regular and predictable on-site attendance.

### **Additional Duties & Responsibilities**

---

*While the following tasks are necessary for the work of the department, they are not an essential part of the purpose of this position and may also be performed by other department staff.*

- Performs public reception tasks such as providing routine information, takes and replays messages, directors visitors, answers, and routes phone calls, etc.
- Processes and distributes in-coming and out-going mail.
- Purchase supplies and oversee inventory.
- Monitors and maintains appearance, cleanliness, and stocks conference rooms and office areas.

### **Minimum Training & Experience Requirements**

---

- High school diploma or equivalent, vocational/technical training secretarial science or office administration and 3-5 years of office experience or any combination of education and experience that provides equivalent knowledge, skills, and abilities.
- Must have a typing speed of 40 wpm.
- Must present effective customer service skills.
- Proficient in Microsoft Office.



- Bachelor's degree preferred, or equivalent combinations of education, training, and experience.
- Ability to communicate orally, and in writing with supervisors, staff, City employees, and the public.

## **Physical & Mental Requirements**

---

### **Language Ability and Interpersonal Communication**

- Ability to classify, compute and tabulate data and information, following a prescribed plan requiring the exercise of some judgement.
- Ability to compare, count, differentiate, measure and sort information.
- Ability to assemble, copy, record, and transcribe data and information.
- Ability to explain, demonstrate, and clarify to others within well-established policies, procedures, and standards.
- Ability to follow specific instructions and response to simple requests from others.
- Ability to utilize a wide variety of descriptive data and information such as police reports, accident reports, citations, court dockets, schedules, lists, computer generated reports, City-regulated license applications, computer software operating manuals, ordinances, bonds, schedules, state statues, policies, guidelines and non-routine correspondence and general operating manuals.
- Ability to communicate orally and in writing with law enforcement personnel, attorneys, various City departments, Coroner, Common Council, and the public.

### **Mathematical Ability**

- Ability to add and subtract, multiply and divide, and calculate percentages, fractions, and decimals.

### **Judgement and Situational Reasoning Ability**

- Ability to use functional reasoning in performing semi-routine functions involving standardized work with some choice of action.
- Ability to exercise the judgement, decisiveness and creativity in situations involving a variety of generally pre-defined duties which may be subject to frequent change.

### **Physical Ability**

- Ability to operate a variety of office equipment including computer, telephone, fax machine, calculator/adding machine, photo identification camera, laminator, and photocopier.
- Ability to coordinate eyes, hands, feet, and limbs in performing movements requiring skill and training, such as data entry.
- Ability to recognize and identify individual characteristics of colors, shapes and sounds associated with job-related objects, materials, and tasks.

### **Environmental Adaptability**

- Ability to work under safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use poses a very limited risk of injury.

*The City of La Crosse is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.*



<b>Name</b>		<b>Department</b>	Parks, Recreation, Forestry, Buildings and Grounds
<b>Position Title</b>	Parks, Forestry, and Natural Resources Manager		
<b>FLSA</b>	Exempt	<b>Reports To</b>	Deputy Director - Parks, Forestry, and Facilities
<b>Pay Grade</b>	13	<b>Unit</b>	Non-Represented
<b>FTE</b>	1.0 FTE		

### **Purpose of Position**

The position of Parks, Forestry, and Natural Resources Manager is responsible for strategic planning, real estate transactions, complex projects, including ecologically sensitive areas, as well as ongoing development and promotion of the City’s parks, urban forest, and natural resources. This position will plan, manage, supervise, direct, and evaluate the City’s parks, forestry and natural areas system, operations, budgets, and personnel. Additionally, the employee implements long- and short-range planning objectives, program evaluation, and conducts community needs assessments. This position will work on securing funding and development programs for an environmentally diversified municipal system. Furthermore, this position directs and executes sustainable projects across habitat rich and hydraulically diverse landscapes, specifically as these apply to trail infrastructure, conservation habitat & ecological management of natural areas and marsh & wetland infrastructure. This position is expected to exercise a high degree of integrity, expertise, initiative, accountability, sound judgement and independent decision-making abilities.

### **Essential Duties & Responsibilities**

*The following duties are normal for this position. The duties and responsibilities are not to be construed as exclusive or all-inclusive. Other duties may be required and/or assigned.*

- Manages operations of the parks, forestry, and natural areas to ensure the success and implementation of City and departmental objectives. Directs personnel and activities of multiple divisions related to parks and forestry services, and the operation of municipal park facilities.
- Responsible for hiring, training, supervision scheduling, and evaluation of full and part time staff in the divisions of Parks and Forestry.
- Responsible for preparation of crews and equipment, response, and mitigation for all severe storm occurrences.
- Inspect and monitor all major programs, services, staff, and facilities on a regular basis to evaluate quality and efficiency of operations, systems, and compliance with operation standards.
- Develops and oversees the implementation of long-term park and property management plans that incorporate effective maintenance practices to meet community needs while utilizing sustainable land management practices in accordance with permitted land use, deed restrictions and zoning requirements.
- Implements operational maintenance of long-term plans to improve, promote, and develop conservation and restoration of native habitats within City parks, boulevards, bluffland, and marsh properties.
- Administers operational budget of approximately \$550,000. Forecasts department revenues and expenditures.
- Monitors resources to improve overall service delivery effectiveness.

- Oversees multiple funds including Capital Equipment Project (CEP), and Capital Improvement Project (CIP) funds. Manage the development, planning, design, implementation, and budget of CEP and CIP projects.
- Seek, pursue, and secure funding for capital projects through federal, state, corporate, local grant, and tax incremental district (TID) programs.
- Execute grant-funding agreements for projects in accordance with state and federal compliance regulations.
- Coordinate and supervise operation and maintenance of the City's 20,000 boulevard tree canopy.
- Develop, implement, and update comprehensive Urban Forest Management Plan.
- Responsible for department's 30 fleet vehicles, forestry equipment, tractor, mowers, and trailers along with leased heavy equipment.
- Schedules projects, prepares work orders, allocates personnel and equipment, monitors work in progress and checks completed projects, advises crews, prepare and administer request for proposals (RFP), manage service contracts, memorandums or understanding, and other similar documents.
- Identify, pursue, and negotiate real estate transactions, as well as develop easement contracts to enhance property connectivity.
- Strategically balance the intentions of the City, special-interest groups including Friends of the Marsh, Outdoor Recreation Alliance, Friends of Riverside Friendship Gardens, Friends of the Blufflands, neighborhood associations, and taxpayers as they apply to the City's park system (comprising of 47 parks, 50+ miles of year-round trails spanning across 2,600+ acres of public land.
- Maintain effective working relationships with outside entities such as the US Fish & Wildlife Department, Army Corp of Engineers, Department of Natural Resources, Burlington Northern Railroad, etc. to accomplish projects with increasing levels of complexity and/or in ecologically sensitive areas.
- Maintain financial records, including revenue and fees generated by programs, program operational costs, facility revenue and expense schedules, budget projections, and analyses.
- Trusted advisor to Mayor and City Council members with regards to the status, direction and opportunities involving major and/or sensitive projects within scope of responsibilities.

### **Additional Duties & Responsibilities**

---

*While the following tasks are necessary for the work of the department, they are not an essential part of the purpose of this position and may also be performed by other department staff.*

- Interpreting and applying City policies and procedures.
- Promoting and enforcing safe work practices.
- Prepare memos, letters, reports, spreadsheets, and other correspondence.
- Answer telephone and assist members of the public.
- Attends training as assigned.
- Facilitate public input sessions and presentations.

- Attends meetings as needed.
- Performs other duties as assigned or as necessary.

### **Minimum Training & Experience Requirements**

---

- Bachelor's degree in Recreation Management, Physical Education, Parks Administration, or related field from an accredited college, plus two (2) years' experience developing and implementing recreational programs and activities involving aquatic facilities.
- Prior supervisory or leadership experience preferred.
- Must obtain a Certified Park and Recreation Professional (CPRP) National Certification within two (2) years of hire.
- Must obtain an Aquatic Facility Operator (AFO) certification within six (6) months of hire.
- Valid motor vehicle license required.
- First Aid and CPR certification required.
- Proficient in Microsoft Office.
- Ability to communicate orally, and in writing with supervisors, staff, City employees, and the public.

### **Physical & Mental Requirements**

---

#### **Language Ability and Interpersonal Communication**

- Ability to analyze and categorize data and information to determine the relationship of the data with reference to established criteria/standards.
- Ability to compare, count, differentiate, measure, assemble, copy, record and transcribe information and data.
- Ability to classify, compute, and tabulate data.
- Ability to counsel, treat, and mediate, and/or provide first line supervision.
- Ability to persuade, convince, and train others.
- Ability to advise and provide interpretation regarding the application of policies, procedures, and standards to specific situation.
- Ability to utilize a wide variety of advisory data and information such as budget reports, timesheets, job applications, performance evaluations, safety and personnel policies, payroll records, registration lists, brochures, newspaper copy, event schedules, staff reports, program recommendations, billing statement, receipts, financial reports, grant applications, city maps, state and federal environmental regulations, fee schedules, facility use requests, tax reports, computer software operating manuals, equipment manuals, rule books, plan specifications, blue prints, land plats, recreation books/manuals, program forms, procedures, guidelines, and non-routine correspondence.
- Ability to communicate orally and/or in writing with program participants, parents, school personnel, business organizations, state and federal organization, recreation organizations, sports clubs, volunteers, various city departments, professional associations, engineers, architects, construction representatives, park and recreation staff, news media representatives, council members, and the public.

- Ability to conduct presentations to the public, common council, or other various audiences.

### **Mathematical Ability**

- Ability to add and subtract, multiply, and divide along with the ability to calculate percentages, fractions, and decimals.

### **Judgement and Situational Reasoning Ability**

- Ability to use functional reasoning in performing semi-routine functions involving standardized work with some choice of action.
- Ability to exercise the judgement, decisiveness and creativity in situations involving a variety of generally pre-defined duties which may be subject to frequent change.

### **Physical Ability**

- Ability to operate a variety of office equipment including computer, telephone, fax machine, calculator/adding machine, phone identification camera, laminator, and photocopier.
- Ability to coordinate eyes, hands, feet, and limbs in performing movements requiring skill and training such as data entry.
- Ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing, and pulling.
- Ability to recognize and identify individual characteristics of colors, shapes, and sounds associated with job-related objects, materials, and tasks.

### **Environmental Adaptability**

- Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use poses a very limited risk of injury.

*The City of La Crosse is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.*



<b>Name</b>		<b>Department</b>	Parks, Recreation, Forestry, Buildings and Grounds
<b>Position Title</b>	Recreation and Community Enrichment Manager		
<b>FLSA</b>	Exempt	<b>Reports To</b>	Deputy Director – Recreation and La Crosse Center
<b>Pay Grade</b>	13	<b>Unit</b>	Non-Represented
<b>FTE</b>	1.0 FTE		

**Purpose of Position**

The purpose of the Recreation and Community Enrichment Manager is to plan, manage, supervise, direct, and evaluate the City’s recreation programs and activities. This position is responsible for overseeing all operations and supervision work involving neighborhood centers, senior centers, and recreation facilities. Additionally, the employee implements long-and short-range program planning objectives, program evaluation, and conducts community needs assessments. Responsibilities include planning, implementation, and monitoring of the department’s budget related to these areas. The incumbent exercises significant latitude to make independent decisions and commit City resources. The work is performed under the direction of the Deputy Director of Recreation and La Crosse Center.

**Essential Duties & Responsibilities**

*The following duties are normal for this position. The duties and responsibilities are not to be construed as exclusive or all-inclusive. Other duties may be required and/or assigned.*

- Prepare, submit, and monitor all monthly financial reports and annual budgets.
- Prepare, collect, and deposit all monies owed to the department.
- Reviews and recommends department related expenditures.
- Manages and monitors a variety of operations to ensure the success and implementation of City and departmental objectives.
- Directs personnel and activities of one or more divisions related to neighborhood centers, recreation, and programs.
- Administers and manages service contracts, and other similar documents pertinent to the operation of a neighborhood centers, special recreation and senior programs.
- Establish and maintain effective working relationships with staff, volunteers, City Council, Commissions and Committees, community organizations, individual citizens, contractors, and vendors.
- Responsible for hiring, training, supervision, and evaluation of full time and season staff in the divisions of neighborhood centers, recreation, and program.
- Supervises operation of neighborhood centers, special recreation, and senior programs.
- Develop and maintain partnerships with corporations and other entities for funding and collaborative programming.

- Supervises neighborhood centers, special recreation and senior programs and staff members, including scheduling, training, evaluations, and hiring.
- Supervises scheduling of neighborhood centers and requests and coordinates the use of non-City facilities.
- Coordinates programs and activities with recreation groups, and other agencies to maximize services.
- Maintains financial records, including revenue and fees generated by programs, program operational costs, facility revenue, and expense schedules, budget projections, and analyses.
- Inspects and monitors all major programs, services, staff, and facilities on a regular basis to evaluate quality and efficiency of operations and systems and compliance with operational standards.
- Coordinates and manages operations of City Special Olympics with special recreation programs including special-needs programs, sports, special events, and activities, organizes, promotes, and evaluates diversified special events, alternative activities, and special programs suited to the needs of participants.
- Maintains confidentiality of all proprietary department information, participant personnel data, and all personnel matters including medical information.

### **Additional Duties & Responsibilities**

---

*While the following tasks are necessary for the work of the department, they are not an essential part of the purpose of this position and may also be performed by other department staff.*

- Prepares daily reports and spreadsheets.
- Prepares and processes payroll.
- Assures that staff provides safe and effective therapeutic recreation programs and use courtesy and respect in providing therapeutic services to participants with disabilities.
- Interpreting and applying City policies and procedures.
- Promoting and enforcing safe work practices.
- Speaking to large groups of the public concerning special recreation and senior programs.
- Attending trainings as assigned.
- Attends meetings as needed.
- Performs other duties as assigned or as necessary.

### **Minimum Training & Experience Requirements**

---

- Bachelor's degree Recreation Management, Physical Education, Parks Administration, or related field from an accredited college, plus five (5) years' experience developing and implementing recreation programs and activities.
- Prior supervisory or leadership experience preferred.
- Must obtain a Certified Park and Recreation Professional (CPRP) National certification within (2) years of hire.
- Must obtain an Aquatic Facility Operator (AFO) certification within six (6) months of hire.



- First Aid and CPR certification required.
- Valid driver's license required.
- Computer skills required including proficient use of Microsoft Office suite.

## **Physical & Mental Requirements**

---

### **Language Ability and Interpersonal Communication**

- Ability to analyze data and information using established criteria in order to determine consequences and to identify and select alternatives.
- Ability to compare, count, differentiate, measure, copy, record, and transcribe data and information.
- Ability to classify, computer, tabulate, and categorize data.
- Ability counsel, mediate, and/or provide first line supervision.
- Ability to persuade, convince, and train others.
- Ability to advise and provide interpretation regarding the application of policies, procedures, and standards to specific situations.
- Ability to utilize a wide variety of advisory data and information such as budget reports, time sheets, job applications, performance evaluations, safety, and personnel policies, payroll records, registration lists, brochures, newspaper copy, event schedules, staff reports, program recommendations, billing statements, receipts, financial reports, grant applications, city maps, State and Federal environmental regulations, fee schedules, facility use requests, tax reports, computer software operating manuals, equipment manuals, rule books, plan specifications, blue prints, land plats, recreation books/manuals, program forms, procedures, guidelines, and non-routine correspondence.
- Ability to communicate orally, and in writing with program participants, parents, school personnel, business organizations, State and Federal organizations, recreation organizations, sports clubs, volunteers, various City departments, professional associations, engineers, architects, construction representatives, Park and Recreation staff, news media representatives, council members, and the general public.
- Ability to make quick and accurate decisions.

### **Mathematical Ability**

- Ability to add and subtract, multiply, and divide, and calculate percentages, fractions and decimals.
- Ability to interpret basic descriptive statistical reports.
- Ability to use the principles of basic algebra, geometry, and accounting.

### **Judgement and Situational Reasoning Ability**

- Ability to use functional reasoning in performing influence such as supervising, managing, leading, and instructing.
- Ability to exercise the judgement, decisiveness, and creativity required in situations involving the evaluation of information against sensory and/or judgmental criteria, as opposed to criteria which are clearly measurable.
- Ability to maintain professionalism, integrity, and credibility in confrontational situations.

### **Physical Ability**

- Ability to operate a variety of office and box office including computer terminal, telephone, computer printers, calculator/adding machine, cash registers, photocopier, and ticketing system.
- Ability to coordinate eyes, hands, feet and limbs in performing movements requiring skill and training, such as data entry.
- Ability to exert moderate physical effort in sedentary to moderate work, typically involving some combination of kneeling, crouching, stooping, lifting, carrying, pushing, and pulling.
- Must be able to stand for long periods of time and be exposed to loud noises.
- Ability to recognize and identify individual characteristics of colors, shapes, and sound associated with job-related objects, materials, and tasks.

### **Environmental Adaptability**

- Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use poses a very limited risk of injury.

*The City of La Crosse is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.*



<b>Name</b>		<b>Department</b>	Parks, Recreation, Forestry, Buildings and Grounds
<b>Position Title</b>	Recreation Program Coordinator		
<b>FLSA</b>	Exempt	<b>Reports To</b>	Deputy Director – Recreation and La Crosse Center
<b>Pay Grade</b>	8	<b>Unit</b>	Non-Represented
<b>FTE</b>	1.0 FTE		

### **Purpose of Position**

The purpose of the Recreation Program Coordinator position is to assist in and performs planning, coordination, and supervision of comprehensive recreation programs, events and activities including, but not limited to, planning, scheduling, and implementing recreational activities in specific program areas; recruits, coordinates and supervises the activities of regular, temporary, and volunteer staff; prepares program budgets and monitors expenditures.

### **Essential Duties & Responsibilities**

*The following duties are normal for this position. The duties and responsibilities are not to be construed as exclusive or all-inclusive. Other duties may be required and/or assigned.*

- Provides direction to and supervises regular, temporary, and volunteer staff, including selecting, monitoring, training, scheduling, and determining workloads, hiring seasonal staff.
- Assists in the development, recommendation and implementation of goals, objectives, policies, procedures, and work standards for the assigned recreation area(s).
- Plans, evaluates, and coordinates programs, classes, athletic activities, and special events, scheduling trips and hiring coaches.
- Monitors the day-to-day operations of programs and events, including making site visits, handling and resolving complaints not requiring the attention of a supervisor and ensuring that programs and events have required materials and supplies.
- Formulates and organizes program plans and schedules for seasonal and year-round activities such as athletic leagues, special events, and day & summer camps.
- Creates program flyers, brochures, catalogs, and newsletters, including determining content, layout, materials, and distribution methods; prepares activity and operating reports.

### **Additional Duties & Responsibilities**

*While the following tasks are necessary for the work of the department, they are not an essential part of the purpose of this position and may also be performed by other department staff.*

- Prepares memos, letters, and other correspondence.
- Attends trainings as assigned.
- Answers telephone and assists members of the public.

- Prepares reports and spreadsheets.
- Attends meetings as needed.
- Performs other duties as assigned or as necessary.

### **Minimum Training & Experience Requirements**

---

- Bachelor's degree Recreation Management, Physical Education, Parks Administration, or related field from an accredited college.
- First Aid and CPR certification required.
- Valid driver's license required.
- Computer skills required including proficient use of Microsoft Office suite.

### **Physical & Mental Requirements**

---

#### **Language Ability and Interpersonal Communication**

- Ability to analyze and categorize data and information to determine the relationship of the data with reference to established criteria/standards.
- Ability to compare, count, differentiate, measure, assemble, copy, record, transcribe data and information.
- Ability to classify, compute, and tabulate data.
- Ability counsel, treat and mediate, and/or provide first-line supervision.
- Ability to persuade, convince, and train others.
- Ability to advise and provide interpretation regarding the application of policies, procedures, standards, and federal, state, and local law to specific situations.
- Ability to utilize a wide variety of advisory data and information such as time sheets, job applications, performance evaluations, personnel policies, payroll records, registration lists, brochures, flyers, newspaper copy, event schedules, staff reports, program recommendations, billing statements, receipts, financial reports, department budgets, fee schedules, facility use requests, tax reports, computer software operating manuals, equipment manuals, rule books, recreation books/manuals, program forms, directories, procedures, guidelines, and non-routine correspondence.
- Ability to multi-task with frequent interruptions and changes in priorities.
- Ability to maintain effective public relations.
- Ability to communicate effectively and courteously with City employees and the public.
- Ability to communicate orally and in writing with employees, program participants, students, parents, school personnel, business organizations, recreation organization s, sports clubs, volunteers, program officials/scorekeepers, various City departments, news media representatives, and the public.

#### **Mathematical Ability**

- Ability to add and subtract, multiply, and divide, and calculate percentages, fractions, and decimals.

- Ability to interpret basic descriptive statistical reports.

### **Judgement and Situational Reasoning Ability**

- Ability to use functional reasoning in performing influence such as supervising, managing, leading, and instructing.
- Ability to exercise the judgement, decisiveness, and creativity required in situations involving the evaluation of information against sensory and/or judgmental criteria, as opposed to criteria which are clearly measurable.

### **Physical Ability**

- Ability to operate, maneuver, and/or steer equipment and machinery requiring simple but continuous adjustments, such as motor vehicle, sports equipment, common hand tools, graphic arts tools, computer terminal, sound reinforcement equipment, telephone, and photocopier.
- Ability to coordinate eyes, hands, feet, and limbs in performing movements requiring skill and training, such as data entry.
- Ability to exert moderate physical effort in sedentary to moderate work, typically involving some combination of kneeling, crouching, stooping, lifting, carrying, pushing, and pulling.
- Ability to recognize and identify individual characteristics of colors, shapes, and sound associated with job-related objects, materials, and tasks.

### **Environmental Adaptability**

- Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use poses a very limited risk of injury.

*The City of La Crosse is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.*



<b>Name</b>		<b>Department</b>	Parks, Recreation, Forestry, Buildings and Grounds
<b>Position Title</b>	Outdoor Recreation Coordinator		
<b>FLSA</b>	Exempt	<b>Reports To</b>	Deputy Director – Parks, Forestry and Facilities
<b>Pay Grade</b>	8	<b>Unit</b>	Non-Represented
<b>FTE</b>	1.0 FTE		

### **Purpose of Position**

The purpose of the Outdoor Recreation Coordinator is to assist in and perform planning, coordination, scheduling, and supervision of comprehensive outdoor recreation goals, programs, events, and activities. This position is influential in executing sustainable projects across an environmentally diverse municipal parks and recreation system. Responsibilities include program budget development and monitoring, supervision of contracted services, creation of work orders and solicitation documents as well as supervision of seasonal, temporary, and volunteer staff. This position is expected to exercise a high degree of integrity, initiative, accountability, and sound judgement.

### **Essential Duties & Responsibilities**

*The following duties are normal for this position. The duties and responsibilities are not to be construed as exclusive or all-inclusive. Other duties may be required and/or assigned.*

- Identify and pursue opportunities to development easement contracts and real estate transactions to enhance recreation and habitat connectivity.
- Assist in managing the operation of the parks, forestry, and natural areas to ensure success and implementation of department goals.
- Create property management plans to improve, promote, and develop conservation and restoration of native habitats and sustainable land management practices within City parks, bluff land, and marsh properties.
- Assist in the development, recommendation and implantation of goals, objectives, procedures, and work standards for the assigned.
- Strategically balance the intentions of the City, neighborhood associations, taxpayers, and special-interest groups including Friends of the Marsh, and Outdoor Recreation Alliance, Riverside International Friendship Gardens.
- Administer program budgets while also forecasting department revenues and expenditures within assigned areas.
- Oversee maintenance of multi-use and exclusive-use trails while seeking opportunities to improve existing outdoor opportunities.
- Seek, pursue, and secure funding for capital projects through federal, state, corporate, local grant, and Tax Incremental District (TID) programs while also monitoring grant-funded projects for compliance.
- Prepare and administer Request for Proposals (RFP), manage service contracts, memorandums of understanding and other similar documents.

## **Additional Duties & Responsibilities**

---

*While the following tasks are necessary for the work of the department, they are not an essential part of the purpose of this position and may also be performed by other department staff.*

- Prepares memos, letters, reports, spreadsheets, and other correspondence.
- Promote and enforce safe work practices.
- Attends trainings as assigned.
- Facilitates public input sessions and presentations.
- Answers telephone and assists members of the public.
- Attends meetings as needed.
- Maintains certifications.
- Performs other duties as assigned or as necessary.

## **Minimum Training & Experience Requirements**

---

- Bachelor's degree Recreation Management, Public Administration, or related field from an accredited college plus two (2) years of management experience in public parks, recreation programs, or related experience or any combination of education and experience that provides equivalent knowledge, skills, and abilities.
- Working knowledge of principles, practices and methods of park and recreation administration including business plan development.
- First Aid and CPR certification required.
- Valid driver's license required.
- Computer skills required including proficient use of Microsoft Office suite.

## **Physical & Mental Requirements**

---

### **Language Ability and Interpersonal Communication**

- Ability to analyze and categorize data and information to determine the relationship of the data with reference to established criteria/standards.
- Ability to compare, count, differentiate, measure, assemble, copy, record, transcribe data and information.
- Ability to classify, compute, and tabulate data.
- Ability to counsel, treat and mediate, and/or provide first-line supervision.
- Ability to persuade, convince, and train others.
- Ability to advise and provide interpretation regarding the application of policies, procedures, standards, and federal, state, and local law to specific situations.
- Ability to utilize a wide variety of advisory data and information such as contracts, permits, land surveys, easements, tax incremental districts (TID), deed restrictions, land covenants, zoning requirements, land uses,

timesheets, job applications, performance evaluations, personnel policies, payroll records, registration lists, brochures, flyers, newspaper copy, event schedules, staff reports, program recommendations, billing statements, receipts, financial reports, department budgets, fee schedules, facilities use request, tax statements, receipts, financial reports, department budgets, fee schedules, facility use requests, tax reports, computer software operating manuals, equipment manuals, rule books, recreation books/manuals, program forms, directories, procedures, guidelines, and non-routine correspondence.

- Ability to multi-task with frequent interruptions and changes in priorities.
- Ability to maintain effective public relations.
- Ability to communicate effectively and courteously with City employees and the public.
- Ability to communicate orally and in writing with employees, program participants, students, parents, school personnel, business organizations, recreation organization s, sports clubs, volunteers, program officials/scorekeepers, various City departments, news media representatives, and the public.

### **Mathematical Ability**

- Ability to add and subtract, multiply, and divide, and calculate percentages, fractions, and decimals.
- Ability to interpret basic descriptive statistical reports.

### **Judgement and Situational Reasoning Ability**

- Ability to use functional reasoning in performing influence such as supervising, managing, leading, and instructing.
- Ability to exercise the judgement, decisiveness, and creativity required in situations involving the evaluation of information against sensory and/or judgmental criteria, as opposed to criteria which are clearly measurable.

### **Physical Ability**

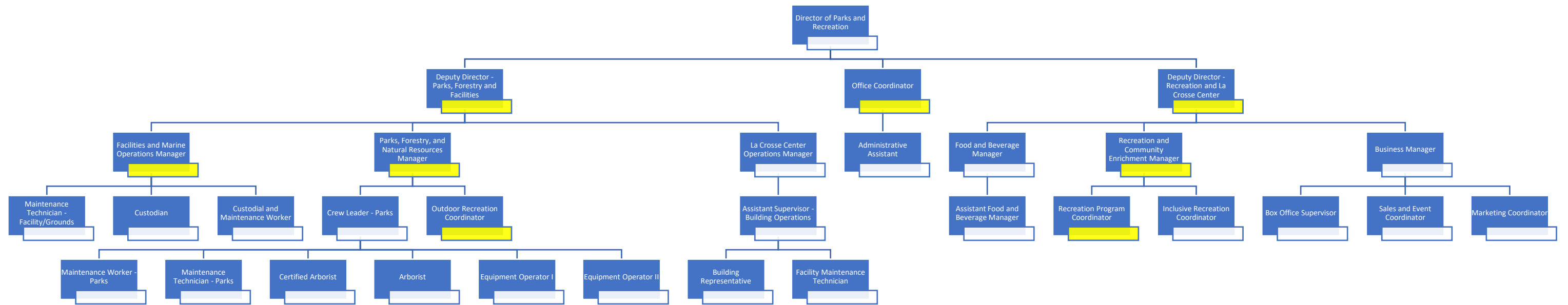
- Ability to operate, maneuver, and/or steer equipment and machinery requiring simple but continuous adjustments, such as motor vehicle, sports equipment, common hand tools, graphic arts tools, computer terminal, sound reinforcement equipment, telephone, and photocopier.
- Ability to coordinate eyes, hands, feet, and limbs in performing movements requiring skill and training, such as data entry.
- Ability to exert moderate physical effort in sedentary to moderate work, typically involving some combination of kneeling, crouching, stooping, lifting, carrying, pushing, and pulling.
- Ability to recognize and identify individual characteristics of colors, shapes, and sound associated with job-related objects, materials, and tasks.

### **Environmental Adaptability**

- Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use poses a very limited risk of injury.



*The City of La Crosse is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.*





# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 23-0973

---

**Agenda Date:** 9/7/2023

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

Resolution approving a change in the table of positions and classifications for the City of La Crosse Planning, Development, and Assessors department.

## RESOLUTION

WHEREAS, City Department Heads may request changes to their department Table of Organization; and

WHEREAS, the Finance and Personnel Committee has referred these departmental reorganizations to the Human Resources Department for their recommendation; and

WHEREAS, the Planning, Development, and Assessment department has determined a need to reclassify a position to a higher classification grade due to increase complexity and/or responsibility within the respective position; and

WHEREAS, all reclassified recommendation requests are subject to review by the Director of Human Resources, and if justified, the Director of Human Resources will provide a recommend to Common Council.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the change in position classifications and compensation listed below is hereby approved as follows with an effective date of September 15, 2023:

- RECLASSIFY the position of the Neighborhood Housing Development Coordinator. Incumbent moves from Grade 9, Step 2, \$28.99/hr., exempt, 75 hours per pay period position to Grade 10, Step 1, \$30.18/hr., exempt, 80 hours per pay period position.
- REMOVE the vacant position of Housing Specialist, Grade 10 from the position table.

BE IT FURTHER RESOLVED that there will be no fiscal impact to the operating budget as the position is fully funded by the Community Development Block grants.

BE IT FUTHER RESOLVED that the Director of Human Resources and the Director of Planning, Development and Assessment are hereby authorized to take all and necessary steps to implement this resolution.



<b>Name</b>			
<b>Position Title</b>	Neighborhood Housing Development Coordinator	<b>Department</b>	Planning, Development and Assessment
<b>FLSA</b>	Exempt	<b>Reports To</b>	Community Development Manager
<b>Pay Grade</b>	10	<b>Unit</b>	Non-Represented
<b>FTE</b>	1.0 FTE		

### **Purpose of Position**

The purpose of the Neighborhood Housing Development Coordinator is to perform a variety of duties to implement the Department of Housing and Urban Development (HUD) programs and coordinates implementation of the City’s various neighborhood housing development initiatives, including flood plain programs, new housing programs, land acquisition and redevelopment of lots, homes, and land. This position also assists with the Community Development Block Grant housing programs, including the Replacement Housing, Housing Replacement (RENEW), La Crosse Promise, and Housing Rehabilitation Programs. This position is primarily funded by grants.

### **Essential Duties & Responsibilities**

*The following duties are normal for this position. The duties and responsibilities are not to be construed as exclusive or all-inclusive. Other duties may be required and/or assigned.*

- Identifies, inspects, and analyzes potential development opportunities.
- Coordinates property acquisition and disposition, updating the City of La Crosse’s land acquisition guidelines as needed, identifying suitable properties for acquisition, and coordinating housing sales.
- Communities with listing agents for the sale of homes, advertises homes, and lots of area employers.
- Facilities LEAN process for programs and set ups operating and financial tracking system for new programs.
- Oversees applicant intake for Replacement Housing Program and Housing Rehabilitation Program, ensures compliance with CDBG and HOME guidelines.
- Drafts real estate purchase agreements and second mortgage documents.
- Communities with participants and property owners to explain the neighborhood housing programs, provide housing assistant to low-income families and to establish and maintain effective working relationships.
- Facilitates partnerships with Couleecap, Habitat for Humanity, Focus on Energy, Xcel Energy, and local schools including Western Technical College.
- Manages the Replacement Housing Program including overseeing the construction of new homes.
- Selects contractors, oversees schedules, payment, and quality control.
- Drafts contracts and loan agreements to ensure compliance with HUD requirements and meet City’s building standards.

- Designs site plans and when necessary, works with architects or existing plans to design single family homes, approve building plans.
- Conducts Environmental Review Records (ERP) for housing projects.
- Prepares, presents, and tracks legislation through Legistar to Economic and Community Development Commission and Common Council as appropriate.
- Assists with the coordination of new neighborhood housing initiatives adopted by the Common Council such as floodplain programs.
- Updates HUDs IDIS system for housing program, prepares budgets and tracks expenditures on housing projects, conducts subsidy layering analysis and market analysis.
- Ensures the City website is maintained, and all City housing grant applications are available and processed online and assists with streamlining of applicant intake for all City housing programs.
- Assists with the preparation of the five-year Consolidated Plan and the Annual Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER), Impediments to Fair Housing Choice.
- Participates in real estate training.
- Maintains confidentiality of applicants personal and financial information.

#### **Additional Duties & Responsibilities**

---

*While the following tasks are necessary for the work of the department, they are not an essential part of the purpose of this position and may also be performed by other department staff.*

- Compiles and maintains records to document facilitate preparation of reports and update case files, complete reports, calculate assistance, input data, and create correspondence.
- Prepare agendas and take meeting minutes.
- Oversees interns that work with the program.
- Enters data into IDIS system.
- Performs other administrative/clerical duties as needed.
- Assists with communication and oversight of the CDBG/Home sub-recipients.
- Answers and routes telephone calls, greets, and directs visitor.
- Conducts special projects and assists with requests for proposals.
- Attends neighborhood association meetings and meets with area non-profits to serve as a neighborhood liaison and promote the City's housing programs.
- Attends trainings as assigned.
- Attends meetings as needed.
- Performs other duties as assigned or as necessary.

## **Minimum Training & Experience Requirements**

---

- Bachelor's degree in business administration, Communication, Sociology, Psychology, Cultural Studies or related field, and two (2) years administrative experience; or equivalent knowledge, skills, and abilities.
- Ability to adapt to various types of project management software.
- Effective public relations skills and communication skills.
- Experience working with CDBG/HOME programs and IDIS preferred.
- Valid driver's license required.
- Computer skills required including proficient use of Microsoft Office suite.

## **Physical & Mental Requirements**

---

### **Language Ability and Interpersonal Communication**

- Ability to analyze data and information using established criteria, in order to determine consequences and to identify and select alternatives.
- Ability to compare, count, differentiate, measure, copy, record and transcribe data and information.
- 

### **Mathematical Ability**

- Ability to add

### **Judgement and Situational Reasoning Ability**

- Ability to use

### **Physical Ability**

- Ability to
- 

### **Environmental Adaptability**

- Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use poses a very limited risk of injury.

*The City of La Crosse is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.*

## City of La Crosse Position Description

<b>Name:</b>		<b>Department:</b>	Planning and Development
<b>Position Title:</b>	Neighborhood Housing Development Associate	<b>Reports To:</b>	Community Development Administrator
<b>FLSA:</b>	Non-Exempt		

---

### Purpose of Position

Under the direction of the Community Development Administrator the Neighborhood Housing Development Associate performs a variety of duties to implement the Department of Housing and Urban Development (HUD) programs and coordinates implementation of the City's various neighborhood housing development initiatives, including flood plain programs, new housing programs, land acquisition and redevelopment of lots, homes and land. This position also assists with the Community Development Block Grant housing programs, including the Replacement Housing, Housing Replacement (RENEW), La Crosse Promise, and Housing Rehabilitation Programs. The position is primarily grant funded.

### Essential Duties and Responsibilities

**The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.**

Assists with the coordination of new neighborhood housing initiatives adopted by the Common Council such as floodplain programs, ReNew La Crosse, and the Paint-Up Fix Up Program as well as other housing initiatives that may be developed. Drafts program guidelines, applications, processes applications, and tracks expenditures of initiatives.

Coordinates property acquisition and disposition, updating the City of La Crosse's land acquisition guidelines as needed, identifying suitable properties for acquisition, and coordinating housing sales. Communicates with listing agents for the sale of homes, advertises homes and lots to area employers.

Facilitates LEAN process for programs and sets up project management software programs as needed. Improves operation of existing programs and set ups operating and financial tracking systems for new programs.

Oversees applicant intake for Replacement Housing Program and Housing Rehabilitation Program, ensure compliance with CDBG and HOME guidelines. Assists with drafting real estate purchase agreements and second mortgage documents.

Communicates with participants and property owners to explain the neighborhood housing programs, provide housing assistance to low income families, and to establish and maintain effective working relationships.

Conducts ERRs (Environmental Review Records) for housing projects.

Conducts Requests for Proposals, Bids and Request for Qualifications to facilitate contracting of work.



Updates HUD's IDIS system for housing projects. Prepares budgets and tracks expenditures on housing projects, conducts subsidy layering analysis and market analysis.

Ensure the City website is maintained and all City housing grant applications are available and processed online. Assist with streamlining of applicant intake for all city housing programs. Assists with maintaining database for housing rehabilitation loans.

Staff Fair Housing Committee and serve as a liaison with the La Crosse Public Housing Authority on housing issues.

Develops marketing materials and writes press releases for Replacement Housing Program, Housing Rehabilitation Program, Paint-Up Fix-Up Program.

Assists with the preparation of the five year Consolidated Plan and the Annual Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER), Impediments to Fair Housing Choice.

Coordinates procurement of contractors, suppliers, and equipment.

Determine client eligibility for program(s) and qualify and recertify applicants and participants for participation in the housing assistance program(s).

Participate in real estate training.

Maintains confidentiality of applicant's personal and financial information.

### **Additional Tasks and Responsibilities**

**While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.**

Compiles and maintains records to document facilitate preparation of reports and update case files, complete reports, calculate assistance, input data, and create correspondence.

Prepare agendas and take meeting minutes.

Oversee interns that work with the program.

Enters data into IDIS system.

Performs other administrative/clerical duties as needed.

Assist with communication and oversight of CDBG/HOME sub-recipients.

Answers and routes telephone calls, greets and directs visitors.

Conducts special projects and assists with requests for proposals.

Attends neighborhood association meetings and meets with area non-profits to serve as a neighborhood liaison and promote the City's housing programs.

### **Minimum Training and Experience Required to Perform Essential Job Functions**

Bachelor's Degree in Business Administration, Communication, Sociology, Psychology, Cultural Studies or related field, and two (2) years administrative experience; or equivalent knowledge, skills and abilities.

Demonstrated proficiency in Microsoft Office and program management software. Ability to adapt to various types of project management software. Knowledge of accounting and budgeting principals. Training in LEAN Six Sigma processes preferred. Effective public relations skills and communication skills. Experience working with CDBG/HOME programs and IDIS preferred. Valid driver's license required.

## **Physical and Mental Abilities Required to Perform Essential Job Functions**

### **Language Ability and Interpersonal Communication**

Ability to analyze data and information using established criteria, in order to determine consequences and to identify and select alternatives. Ability to compare, count, differentiate, measure, copy, record and transcribe data and information. Ability to classify, compute, tabulate, and categorize data.

Ability to provide interpretation to others on how to apply policies, procedures, standards to situations.

Ability to utilize a variety of advisory data and information such as spreadsheets, HUD regulations and guidelines, Annual Action Plan, receipts, budgets, billing statements, account reports, insurance certificates, meeting agendas, meeting minutes, contracts, computer software operating manuals, accounting principles, resolutions, ordinances, statutes, procedures, guidelines and non-routine correspondence.

Ability to effectively communicate orally and in writing with city department heads, department personnel, nonprofit organizations, business owners, homeowners, contractors, auditors, and the general public.

Ability to learn, understand and interpret City and HUD regulations, guidelines, and procedures regarding the Neighborhood Housing Initiatives/Program; general casework management principles and practices as they apply to low income housing assistance programs; and socioeconomic problems and needs of low income families and individuals, including the elderly and disabled.

### **Mathematical Ability**

Ability to calculate percentages, fractions, decimals and ratios. Ability to interpret basic descriptive statistical reports.

### **Judgment and Situational Reasoning Ability**

Ability to use functional reasoning and apply rational judgment in performing diversified work activities.

Ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory or judgmental criteria, as opposed to criteria which are clearly measurable.

Ability to manage a housing assistance case load to facilitate effective, efficient, and timely service delivery.

Ability to establish and maintain effective working relationships with management, other City employees, and the general public.

### **Physical Requirements**

Ability to operate a variety of office equipment including computer terminal, typewriter, telephone, calculator/adding machine, photocopier; and motor vehicle.

Ability to coordinate eyes, hands, feet and limbs in performing movements requiring skill and training, such as data entry.

Ability to exert light physical effort in sedentary to light work, but which may involve some stooping, crouching, climbing, lifting, carrying, pushing and pulling.

Ability to sustain prolonged visual concentration.

### **Environmental Adaptability**

Ability to work under safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use poses a very limited risk of injury.

The City of La Crosse is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



# ***CITY OF LA CROSSE***

400 La Crosse Street  
La Crosse, Wisconsin 54601  
(608) 789-CITY  
[www.cityoflacrosse.org](http://www.cityoflacrosse.org)

## **LEGISLATION STAFF REPORT FOR COUNCIL**

File ID                      Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 23-0978

---

**Agenda Date:** 9/7/2023

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

Resolution approving the fifth change order to the energy saving performance contract with Johnson Controls, Inc.

#### RESOLUTION

WHEREAS, the Common Council approved a Climate Action Plan in January 2023, which includes strategies to improve municipal building energy efficiency by 15% and increase on-site renewable energy to 7.5% of energy consumption by 2030; and

WHEREAS, the Common Council and Johnson Controls, Inc. have agreed to renew their energy savings performance contract for an additional 4-year term (through Aug 2026). The contract is intended to implement renewable energy and energy efficiency measures in municipal facilities to reduce energy costs and consumption; and

WHEREAS, the Common Council approved of a project development agreement in June 2023 to provide the basis of the scope of the project, the obligations of both parties, the financial metrics to be met, and intended outcomes and timeline; and

WHEREAS, the study is complete and Johnson Controls has submitted a change order to add this phase of projects to the energy saving performance contract.

WHEREAS, the study cost \$95,600 and will be transferred to the total cost of the change order.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves a fifth change order to the energy saving performance contract with Johnson Controls, Inc.

BE IT FURTHER RESOLVED that \$2,390,502 be acquired through Tax-Exempt Equipment Leasing Program (TELP) funding.

BE IT FURTHER RESOLVED that the Directors of Planning, Development, & Assessment; Parks, Recreation, Forestry, Buildings & Grounds; and Finance, and Fire Chief are hereby authorized to take all steps necessary to effectuate said resolution.

## CHANGE ORDER

Performance Contract dated <b>April 23, 2019</b> between Johnson Controls, Inc. and Customer	Change Order No. 5	Date (mo/day/yr) 9/20/2023
Customer City of La Crosse, WI		
<p>The parties wish to add to the Scope of the Work in the Contract. JCI has amended its original scope of work by recommending certain additional Energy Conservation Measures (ECM), which are identified in Schedule 1e. JCI has included an additional Assured Performance Guarantee as described in attached Schedule 2e. After the execution of Change Order 5, JCI shall provide a new Schedule of Values and Construction Schedule that shall apply to the additional Scope of Work. The additional Contract Price and the time for completion provided below modify the Contract Price and time for completion provided in the Contract. The Guarantee Term of the Assured Performance Guarantee of this Change Order 5 shall begin upon substantial completion of the Change Order No. 5 Scope of Work as outlined below. JCI has amended the Price and Payment Terms of the original Agreement to reflect the additional price based on the Scope of Work, attached as Schedule 4e.</p> <p>The above referenced Performance Contract is hereby modified to the extent described below in accordance with the Terms and Conditions of the CHANGE ORDERS section thereof.</p>		
Scope of Work changed as follows:		
Refer to Schedule 1e – Scope of Work (below) Refer to Schedule 2e – Assured Performance Guarantee Refer to Schedule 3e – Customer Responsibilities (below) Refer to Schedule 4e – Price and Payment Terms (below)		
Current total Performance Contract amount	\$ 9,028,309	
Total amount of this Change Order	\$ 2,390,502	
Total Performance Contract amount as revised by this Change Order	\$ 11,418,811	
The time for completion is: <input checked="" type="checkbox"/> increased, <input type="checkbox"/> decreased, <input type="checkbox"/> unchanged. The completion date for the scope of work described in this Change Order is:		(mo, day, yr) <b>12 months from the date of a Notice to Proceed with this Change Order 5</b>
<input checked="" type="checkbox"/> [check if applicable] Assured Performance Guarantee changed as follows:		
The Assured Performance Guarantee for the scope of work described in Schedule 1e is independent of the prior Assured Performance Guarantee identified in Schedule 2 in the original contract and as modified in Schedule 2a in Change Order 1 and as modified in all subsequent change orders. Refer to Schedule 2e – Assured Performance Guarantee (below) for the Guarantee which applies to the Change Order 5 scope of work.		
Unless specifically changed by this Change Order, all terms, conditions, and provisions of the above referenced Performance Contract remain unchanged and in full effect.		
JOHNSON CONTROLS, INC.	CUSTOMER	
Signature:	Signature:	
Printed Name:	Printed Name:	
Title:	Title:	

## SCOPE OF WORK

### I. SUMMARY OF THE SCOPE OF WORK

The following information lists and summarizes the Improvement Measures to be implemented for this project. The matrix identifies measures included in the Work with an “X”.

ECM Number	ECM Name	Facility							
		Erickson Pool	Northside Pool	Veterans Memorial	La Crosse Fire Station #2	La Crosse Fire Station #4	La Crosse Center	La Crosse Fire Station #3	Green Island Ice Arena
ECM-35	Retrofit Facility Lighting to LED	X	X						X
ECM-36	Retrofit Building Envelope							X	
ECM-37	Install New Solar				X	X	X		
ECM-38	Install New Pool On-site Hypochlorite Generation	X	X	X					

### II. DESCRIPTION OF THE SCOPE OF WORK

The following information provides a description of the scope of work, arranged first by ECM number, then by facility.

#### ECM-35: RETROFIT FACILITY LIGHTING TO LED

This measure upgrades specified existing facility lighting to LED sources. The scope of work for lighting retrofits is summarized below. Retrofits will be completed only where identified in the tables below and only for fixtures that are currently in-use and have lamps installed.



## Retrofit Work

Green Island Ice Arena					
Facility Zone	Fixture Count	Existing Fixture Description	New Fixture Description	Replacement Type	LED CCT
Main Rink Fixtures	12	4' 12L T5 HO	KT-LED25T5HO-48GC-850-DX2 25W, 3400 Lumen, 4', 240' Beam Angle, Ballast Bypass, 5000K	Retrofit	5000K

Northside Pool					
Facility Zone	Fixture Count	Existing Fixture Description	New Fixture Description	Replacement Type	LED CCT
Throughout	26	4' 2L T8 Strip/wrap	ESL-T8B4-12W-F150 4' Tubes Series, 12 Watts, 5000 Kelvin, 1740 Lumens, 145 LM/W, Shatter-proof Film Protected	Retrofit	4000K
Fluorescent Wallpack	4	40w Wallpack	ESL-MWP-1530W-13050-BZ Mini Wall Pack, 15/20/30W Wattage Adjustable, 3000/4000/5000 Kelvin Adjustable, Up to 4,200 Lumens,	Retrofit	5000K
Entry Canopy	1	70w Canopy	ESL-CP-3060W-43050-BZ 30/40/60W Wattage Adjustable Canopy, 30/40/50K K Adjustable Up To 7,800 Lumens	Retrofit	4000K
Entrance Pendants	2	175w MH Pendant	ESL-CL-55W-440S-M 55W CL IV Series Lamp E26 Base 5205Lm 4000K	Retrofit	4000K

Erickson Pool					
Facility Zone	Fixture Count	Existing Fixture Description	New Fixture Description	Replacement Type	LED CCT
Pump room & closets	6	4' 2L T8 Strip/vaportight	ESL-T8B4-12W-F150 12 Watts, 5000 Kelvin, 1740 Lumens, 145 LM/W	Retrofit	4000K
Throughout	42	4' VT 2L 40w PLL	ESL-Ti-VP4RK-S-36W-F40 36Watts 4000 Kelvin 4570 Lumens 127 lm/W	Retrofit	4000K
Ceiling Round	23	26w 4pin CFL	KT-LED94P-H-840-S 9Watt LED PL Lamp - 4-Pin - 4000K - 1,050 Lumens - Ballast Compatible	Retrofit	4000K

*ECM-Specific Inclusions, Exclusions, and Clarifications to the Scope of Work*

- Customer shall be responsible for any and all hazardous material abatement prior to installation of any components as required.
- All circuit breakers, contactors, switches/controls, existing fixtures, and the electrical system in general including grounding are assumed to be operational working order and compliant with current NEC requirements; repairs to bring the electrical system into operational working order and compliant with current NEC are excluded.
- Lighting fixtures not identified in the Scope of Work are excluded from any repair or replacement scope.
- Reconfiguration of existing lighting system layout is excluded, except where noted in the Scope of Work.

- Conformance to IESNA standards is excluded if the existing layout does not comply with same.
- Conformance to broadcast recording lighting requirements is excluded,
- Repair, replacement, or calibration of damaged or defective motion sensors, time clocks, switches, breakers, and wiring unless otherwise noted in the Scope of Work is excluded.
- Repair, replacement, or upgrade of existing indoor or exterior emergency and/or egress lighting system unless otherwise noted in the Scope of Work is excluded.
- Replacement of defective emergency battery backup ballasts unless otherwise noted the Scope of Work is excluded.
- Repair or upgrades required to rectify existing lighting or electrical system code violations unless specifically described in this Scope of Work is excluded.
- Repair or replacement of cracked, broken, missing, yellowed, or damaged fixture lenses or louvers unless otherwise noted in the Scope of Work is excluded.

### **ECM-36: RETROFIT BUILDING ENVELOPE**

Fire Station #3 was surveyed for the application of this measure. Energy is lost from various leakages throughout the buildings due to infiltration or exfiltration. The heat losses and heat gains occur due to gaps and openings that allow the building's conditioned (heated or cooled) air to mix with the outside ambient air. This measure will seal these leaks, resulting in energy savings and may improve comfort in the areas and occupied spaces that are subjected to outside air infiltration.

Infiltration/Exfiltration is the rate of uncontrolled air exchange that occurs through unintentional building openings. Throughout the buildings, leaks were found that would allow heat to be lost during the winter and heat gained during the summer. These openings range from gaps around doors, overhang garage doors and various other gaps allowing air to pass from a region of higher pressure to that of lower pressure. Outside wind conditions also provide increased pressure gradients across the leakage surfaces, which allow for correspondingly increased leakage rates. Temperature gradients also create the "source to sink" flow, therefore the greater the difference between the outside air and the indoor air temperature, the greater the rate of infiltration. Doors, roof to wall joint, rooftop ventilator and defunct relief vents are all major heat loss and gain contributors to the buildings.

JC shall install door sweeps and weather-stripping around doors and apply air sealing foam around structural leakage where roof meets the wall. During the door weatherproofing process, the hinges may need to be replaced to ensure proper mechanical functioning. Also, the treads may need to be replaced with higher compressive strength units in order to maintain seal quality and ensure that deformation does not occur after the improvement due to possible rolling loads. All weather-stripping is to be of aluminum mill finish with a black gasket, unless otherwise specified.

<b>La Crosse Fire Station #3</b>		
<b>TYPE OF MEASURES</b>	<b>Building level</b>	<b>quantity or distance</b>
Roof / Wall Joint to be Sealed.	Roof	160 Feet
Ext. Door(s) to be weather-stripped & sealed	All Levels	4 Doors
Over-head Door(s) to be sealed on 3 sides	All Levels	4 OH Doors

#### **Inclusions:**

- Weather-stripping of doors
- Foam air sealing of the gap where roof meet the wall
  - Fire Retardant, Poly Urethane Foam

**Exclusions:**

- Repair, replacement, or the addition of insulation
- Replacement of building elements (windows, doors, etc.)
- Window Film
- Changes to building pressurization
- Air curtains

**ECM-37: INSTALL NEW SOLAR PV**

This ECM includes the installation of a new solar photovoltaic (PV) system which will be located on existing roofs at the La Crosse Center, La Crosse Fire Station #2, and La Crosse Fire Station #4 (a new building to be constructed in 2024 and currently in design phase). The systems will be connected via a net-metering agreement to the existing electric meters serving each facility. The new PV system will reduce the net consumption of electricity at the facilities by producing electricity using solar energy. A reduction in electric demand is also anticipated as a result of the generating capacity of the new PV system.

*New Installation Work*

## Impacted Facilities:

- Design and final engineering for each proposed photovoltaic system, including permit drawings and structural review.
- Provide and install photovoltaic modules arranged at each facility to comprise the system size, azimuth, and tilt as noted in the table below. Modules to be Vertex N TSM-NEG19RC.20 bifacial dual glass mono-crystalline modules or equal, quantities to be determined during final design.
- Provide and install AC-to-DC inverters as identified in the table below. Inverters to be CPS inverters or equal, quantities and sizes to be determined during final design.
- Photovoltaic modules to be mounted to appropriate mounting hardware on existing roof surfaces. Mounting hardware to be either a ballasted racking system installed on existing flat roof surfaces or flush mount rail system for sloped roof surfaces, final racking to be determined during final design.
- Provide a Performance Data Acquisition system including data logger with a minimum of one year of data storage, current transformers, irradiance sensors, data output connections, and kiosk software. Irradiance sensors to be installed at each facility in the plane of the array or horizontally to be determined during final design.
- Provide one high-accuracy pyranometer to monitor global horizontal irradiance, located at La Crosse Center, to be connected to that facility's Performance Data Acquisition system. Plane-of-array sensors will be installed at the other two sites.

Facility	Array Size	Array Azimuth	Array Tilt	Inverter	Sensor	Service Voltage
La Crosse Center	251 kW(dc) / 185 kW(ac)	One (1) segment at 204 degrees (250 Modules) One (1) segment at 207 degrees (172 Modules)	10 Degree tilt	CPS	Horizontally installed pyranometer with backup sensor	480/277V
La Crosse Fire Station #2	54 kW(dc) / 50 kW(ac)	One (1) segment at 165 degrees	10 Degree tilt	CPS	plane-of- array solar irradiance	208/120 V
La Crosse Fire Station #4	69 kW(dc) / 50 kW(ac)	Two (2) segments at 180 degrees	10 Degree tilt	CPS	plane-of- array solar irradiance	208/120 V

**ECM-Specific Inclusions, Exclusions, and Clarifications to the Scope of Work**

- Customer shall be responsible for any and all hazardous material abatement prior to installation of any components as required.
- All electrical distribution panels, circuit breakers, contactors, switches/controls, existing fixtures, and the electrical system in general including grounding are assumed to be operational working order and compliant with current NEC requirements; repairs to bring the electrical system into operational working order and compliant with current NEC are excluded.
- The new Fire Station #4 in the design phase will be built to the design specification provided in the drawings forwarded by Wendel during the development phase of this solar project. Any changes to the direction of the building and delay in construction of the building will impact the project timeline of the Solar PV and may impact cost and savings.
- Scope includes electrical cabling required to connect photovoltaic modules into strings and arrays of panels per manufacturer recommended and code compliant cabling. Electrical connections from arrays to inverters and from inverters to the electric meter to be in code compliant conduit.
- Johnson Controls shall install the new PV systems with existing roof manufacturer standards to maintain current and any new roof warranty(ies) as it relates to the solar panel installation. At impacted locations, existing structural steel, joists, roof decks, parking lots, walkways are anticipated to be adequate for solar panel installation. If during the design phase Johnson Controls, encounter structural issues, geo-tech issues, drainage issues, septic system issues with any of the roofs, roof framing, parking lots and walkways, JCI shall relocate the problem areas of solar arrays to a different location in order to maintain the total system size. An adjustment to the guarantee will occur if the new location is on a different electric rate.
- In the event that any of the proposed locations are determined to not be a viable option without significant modifications as determined above, the scope of work for this ECM shall be reduced by deduct change order and the costs associated with the reduced scope shall be credited to the Customer. The guaranteed savings shall also be adjusted accordingly by a formal written amendment to the Agreement. Alternatively, customer may, at customer's option, provide an equitable adjustment change order to Johnson Controls for any necessary modifications not included in the scope of work required to accommodate the installation.

**Exclusions:**

- Resolution of existing design, service, and or distribution conditions known or unknown.
- Correction of any existing applicable building code violations and Federal Americans with Disabilities Act (ADA) violations identified by JCI during the execution of the Work. Such violations will be brought to the attention of the Customer for remedy.
- Temporary power during tie-in.
- Repair or replacement of defective electrical equipment and electrical distribution system, except the equipment described in the Scope of Work (Defective equipment identified by JCI during implementation of the Scope of Work will be brought to the attention of the Customer).
- Repairs/replacement of electrical components or wire found to be corroded or rusted or otherwise unacceptable for installation of components or fittings required for installation other than what is specified in the Scope of Work.
- The scope of work does not include the repair or installation of any structural systems.
- The scope of work does not include the repair or installation of any roofs.
- Ongoing annual fees past year 5 for the PV monitoring system.

**ECM-38: INSTALL NEW POOL - ON-SITE HYPOCHLORITE GENERATION*****Aquatic Water Treatment***

This ECM includes the replacement of existing Pular system with Nexgen 60 on site hypochlorite system. The proposed Nexgen system, or Sodium hypochlorite generators, produce pool chlorination chemicals from the electrochemical reaction between salt, water, and electricity.

Facility	Current System Type	Chemical Type	Proposed System
Erickson Pool	Pular System	Calcium Hypochlorite Muriatic Acid/CO2	Nexgen 60
Northside Pool	Pular System	Calcium Hypochlorite Muriatic Acid/CO2	Nexgen 60

Facility	Current System Type	Chemical Type	Proposed System
Veterans Memorial	Pular System	Calcium Hypochlorite Muriatic Acid/CO2	Nexgen 60

### *VFD Installation and Programming (Aquatic Control)*

This ECM also includes the installation of VFD on existing motors at northside and Erickson pools. Each of the three sites, Erickson, Northside, and Veterans Memorial, has a circulation pump and feature pumps. The Veterans Memorial already has VFD installed but it is not actively controlled – the Veterans Memorial VFD will be programmed to work with the new Aquatic controls. All the sites have class F motor/pumps which do not need to be replaced.

### The proposed installation:

#### Northside

- The existing BECSys chemistry controller will be re-used
- Furnish and install a new VFD and new smart controller to meet state required turnover rate
- On-Site Start-Up and Training

#### Veterans Memorial

- The existing BECSys chemistry controller will be re-used.
- Reprogramming of existing VFD (existing VFD shall remain in place) and add new VFD smart controller to meet state required turnover rate
- On-Site Start-Up and Training

#### Erickson

- The existing BECSys chemistry controller will be re-used.
- Furnish and install a new VFD and new smart controller to meet state required turnover rate
- On-Site Start-Up and Training

Site Name	Northside	Veterans Memorial	Erickson
Replacement of existing Pump	NO	NO	NO
Smart Aquatic Controller with VFD Integration	YES	YES	YES
New Chemistry Controller*	NO	NO	NO
Pump Motor Size	25hp	25hp	40hp

\* Reuse Existing BECSys

### *ECM-Specific Inclusions, Exclusions, and Clarifications to the Scope of Work*

- Owner provides salt.
- Existing contract with Carrico and any changes or impacts to that contract as a result of this contract shall be the responsibility of the City of La Crosse
- Customer shall be responsible for any and all hazardous material abatement prior to installation of any components as required.

- All circuit breakers, contactors, switches/controls, existing fixtures, and the electrical system in general including grounding are assumed to be operational working order and compliant with current NEC requirements; repairs to bring the electrical system into operational working order and compliant with current NEC are excluded.
- All workmanship will be warranted for a period of one year.
- All materials will be warranted by the manufacturer's warranty. Warranty does not cover damage by misuse, abuse, tampering or "acts of nature" outside our control.

- |                                 |          |
|---------------------------------|----------|
| 1. Aquaify (SPC / VFD's)        | (1) Year |
| 2. ChlorKing (NEXGEN / HypoGen) | (3) Year |

*Inclusions:*

- Design and Engineering:
  - Perform site assessment.
  - Provide design for equipment replacement and upgrades.
  - Provide equipment installation specifications.
  - Provide piping and piping interface. (Nexgen)
  - Provide engineer stamped construction drawings.
- General Construction:
  - Construction administration and management of the scope of work and interfacing scopes of work.
  - Documentation including:
    - Design-assist:
      - Review and comment on site utilities and site located equipment.
      - Provide installation sequencing and methods description.
      - Provide and coordinate locations and elevations of piping, conduits, devices, and plumbing.
      - Provide and coordinate floor, wall, tank, and roof penetrations.
      - Review, comment and coordinate equipment and material submittal package/s.
  - Certifications.
  - Manuals.
  - Shop drawings and schematics.
  - Safety and project reporting.
  - Warranties.
  - Close-out documentation.
  - Freight for supplied items.
  - Receive, store, manage and deliver equipment provided by ECM/Aqua Energy Services.
  - Rubbish and recycling service.
  - Equipment supply and rental of contractor specific equipment.
  - Travel and lodging of specialty operators and technicians.
- Permits:

- Procure Building Permit for electrical installation under General Pool Contractor License, using electrical subcontractor. Final price based on stated final project cost. (see allowance).
- Coordinate and procure electrical engineering and stamped plans.
- Electrical permit application for added circuits as a portion of main building permit.
- Coordinate with local health authority.
  - Health permit to construct/renovate (if needed)
  - Courtesy calls, meetings, shared information (as needed) to keep them aware of the system changes.
  - It is assumed that a construction license will not be required by the health department. We make this assumption based on research of City, County, and state codes and statutes.
- Demolition:
  - Demolish and dispose of removed equipment aside from all equipment that the owner requests to be preserved (Notice must be provided to JCI 15 days prior to demolition).
- Concrete:
  - Re-Use existing housekeeping pads for pool pumps..
- Filter Room Equipment:
  - Replace pumps using like for like same brand pumps with upgraded motors. (Same motor frame and mounting plate)
  - Install VFDs for each pump with smart control on circulation only.
  - All pump installations that interface with existing flanges will include new gaskets.
  - Hoisting and rigging. Use of existing hoisting equipment where available.
- Sanitation System:
  - Replace existing sanitation system with ChlorKing NEXGEN Systems.
  - Re-use and re-program existing controllers.
- Electrical: (Pools, Features, and Pool/Feature Equipment Only)
  - Supply and install of conduit, line and low voltage power, and signal wiring to new pool mechanical equipment and controls.
  - Disconnect and reconnect equipment to be replaced.
  - All Conduit will be schedule 40 PVC, interior and exterior equipment to be NEMA 4X rated.
  - Pipe, fittings, wire, junction boxes, breakers.
  - Bonding and grounding of new equipment.
  - Electrical work downstream of the existing pool electrical panel. Replacement of feeder and panel is excluded.
- Scaffolding:
  - Scaffolding and lift systems to perform scope of work are included.
- Start-up and Testing:
  - Start-up of pool systems.
  - Testing of pool systems.
  - Owner's training for a total of 4 hours.

## Exclusions:

## General Conditions:

- a. All other permits, applications, & fees outside of electrical permits including: NPDES, SMA, Building, etc.
- b. Liquidated damages & retainage.
- c. Protection of finished and adjacent surfaces.
- d. Weather protection.
- e. Temporary utilities, facilities, controls, etc.
- f. Construction barriers, erosion, or dust/noise/fume control.

## 2. Concrete

## 3. Waterproofing

## 4. Landscaping

## 5. HVAC system

## 6. Mechanical, plumbing, excavation, site surveying, grading, architectural, and structural.

## 7. Utilities:

- a. Connections to the sewer/storm/waste.
- b. Sewer outside of backwash piping.
- c. Storm.

## 8. Electrical:

- a. All electrical upstream of existing facility power.
- b. Solar PV system connections.

## 9. Commissioning:

- a. Cost of water for hydrostatic testing and testing of water recirculation systems.
- b. Cost of electricity for system and equipment testing.
- c. Pool specific – commissioning, start-up, or maintenance of pools and/or any pool or facility systems outside this direct scope of work.

## 10. Anything not expressly stated above.



## ASSURED PERFORMANCE GUARANTEE

### I. PROJECT BENEFITS

**A. Certain Definitions.** For purposes of this Agreement, the following terms have the meanings set forth below:

**Annual Project Benefits** are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

**Annual Project Benefits Realized** are the Project Benefits actually realized for any one year of the Guarantee Term.

**Annual Project Benefits Shortfall** is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

**Annual Project Benefits Surplus** is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

**Baseline** is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.

**Capital Contribution** represents the amount the Customer will contribute to upgrade facilities as part of this project. Customer will contribute additional budget capacity each year to support the repayment of the capital investment that JCI is putting in the facilities.

**Guarantee Term** will commence on the first day of the month next following the Substantial Completion date and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Agreement.

**Installation Period** is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

**Measured Project Benefits** are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Section III below.

**Non-Measured Project Benefits** are identified in Section II below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits is outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

**Project Benefits** are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

**Total Project Benefits** are the projected Project Benefits to be achieved during the entire term of this Agreement.

**Utility Incentive Benefits** are a one-time rebate anticipated to occur during Year 1 of the Project Benefits Term and are not guaranteed by JCI.

**B. Project Benefits Summary.** Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of \$2,396,929 in Non-Measured Project Benefits and JCI guarantees that Customer will achieve a total of \$1,037,760 in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of \$3,434,689 as set forth in the Total Project Benefits table below.

**Total Project Benefits**

Year	Guaranteed Benefits	Not Guaranteed			Capital Contribution****	Total
	Utility Cost Avoidance [Measured]*	Operations & Maintenance Cost Avoidance**	Utility Cost Avoidance [Non-measured]**	Utility Incentive Benefits***		
1	\$ 37,293	\$ 33,699	\$ 29,739	\$393,409	\$ 96,539	\$590,680
2	\$ 38,785	\$ 34,795	\$ 30,929	\$ -	\$ 96,478	\$200,986
3	\$ 40,336	\$ 35,925	\$ 32,166	\$ -	\$ 54,045	\$162,472
4	\$ 41,950	\$ 37,093	\$ 33,453	\$ -	\$ -	\$112,495
5	\$ 43,628	\$ 38,299	\$ 34,791	\$ -	\$ -	\$116,717
6	\$ 44,936	\$ 39,543	\$ 35,834	\$ -	\$ -	\$120,314
7	\$ 46,285	\$ 40,828	\$ 36,909	\$ -	\$ -	\$124,022
8	\$ 47,673	\$ 42,155	\$ 38,017	\$ -	\$ -	\$127,845
9	\$ 49,103	\$ 43,525	\$ 39,157	\$ -	\$ -	\$131,786
10	\$ 50,576	\$ 44,940	\$ 40,332	\$ -	\$ -	\$135,848
11	\$ 52,094	\$ 46,401	\$ 41,542	\$ -	\$ -	\$140,036
12	\$ 53,656	\$ 47,909	\$ 42,788	\$ -	\$ -	\$144,353
13	\$ 55,266	\$ 49,466	\$ 44,072	\$ -	\$ -	\$148,804
14	\$ 56,924	\$ 51,073	\$ 45,394	\$ -	\$ -	\$153,391
15	\$ 58,632	\$ 52,733	\$ 46,756	\$ -	\$ -	\$158,121
16	\$ 60,391	\$ 54,447	\$ 48,159	\$ -	\$ -	\$162,996
17	\$ 62,203	\$ 56,216	\$ 49,603	\$ -	\$ -	\$168,022
18	\$ 64,069	\$ 58,043	\$ 51,091	\$ -	\$ -	\$173,203
19	\$ 65,991	\$ 59,930	\$ 52,624	\$ -	\$ -	\$178,545
20	\$ 67,970	\$ 61,878	\$ 54,203	\$ -	\$ -	\$184,051
<b>Total</b>	<b>\$1,037,760</b>	<b>\$ 928,899</b>	<b>\$ 827,559</b>	<b>\$393,409</b>	<b>\$ 247,061</b>	<b>\$3,434,689</b>

\* Utility Cost Avoidance figures in the table above are based on anticipated increases in unit energy costs as set forth in the table in Section IV below and are rounded to the nearest hours.

\*\* Operations & Maintenance Cost Avoidance are Non-Measured Project Benefits. Operations & Maintenance Cost figures in the table above are based on a mutually agreed fixed annual escalation rate of three and one quarter percent (3.25%) beginning Year 1 and are rounded to the nearest dollar.

\*\*\* Utility Incentive Benefits are a one-time rebate anticipated to occur during Year 1 of the Project Benefits Term and are not guaranteed by JCI.

\*\*\*\* The amounts set forth in the Capital Contribution column reasonably represent the amount the Customer will contribute to upgrade facilities as part of this project. Customer will contribute additional budget capacity each year to support the repayment of the capital investment that JCI is putting in the facilities.

Within sixty (60) days of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved during the Installation Period plus any Non-Measured Project Benefits applicable to such period and advise Customer of same. Any Project Benefits achieved during the Installation Period may, at JCI's discretion, be allocated to the Annual Project Benefits for the first year of the Guarantee Term. Within sixty (60) days of the first anniversary of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved for the applicable year plus any Non-Measured Project Benefits applicable to such period and advise Customer of same.

***Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of its responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability hereunder.***

**C. Project Benefits Shortfalls or Surpluses.**

- (i) *Project Benefits Shortfalls*. If an Annual Project Benefits Shortfall occurs for any one year of the Guarantee Term, JCI shall, at its discretion and in any combination, (a) set off the amount of such shortfall against any unpaid balance Customer then owes to JCI, (b) where permitted by applicable law, increase the next year's amount of Annual Project Benefits by the amount of such shortfall, (c) pay to Customer the amount of such shortfall, or (d) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer. Should a shortfall occur, payment would only be made during those years with paid M&V Services.
- (ii) *Project Benefits Surpluses*. If an Annual Project Benefits Surplus occurs for any one year of the Guarantee Term, JCI may, at its discretion and in any combination, (a) apply the amount of such surplus to set off any subsequent Annual Project Benefit Shortfall during the Guarantee Term, or (b) bill Customer for the amount of payments made pursuant to Section C(i)(c) above and/or the value of the products or services provided pursuant to clause C(i)(d) above, in an amount not to exceed the amount of such surplus.
- (iii) *Additional Improvements*. Where an Annual Project Benefits Shortfall has occurred, JCI may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term.

## II. NON-MEASURED PROJECT BENEFITS

Customer has furnished the foregoing information to JCI, which information forms the basis of the Non-Measured Project Benefits. Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.

### ECM-35: Lighting Retrofit

- Erickson Pool – Exterior
- Northside Pool – Exterior

The savings for this ECM are generated through a reduction in energy used by the lighting system.

Estimated Parameters	Assumed Value	Justification, Source and Description
Pre- and Post-Installation Fixture Power Draw (kW)	ANSI	The pre-retrofit and post-installation power draw are based on typical wattages as published by ANSI (American National Standards Institute).
Burn Hours	See below.	The lighting system annual run hours by space type are agreed to be as shown in the table below. These run hours are based on interviews with staff and published operating hours. These values will not be measured.

Burn Hours:

Location	Fixture Type (Pre-retrofit)	Fixture Type (Post-retrofit)	Quantity	Burn Hours
Erickson Pool	4' 2L T8 Strip/vaportight	ESL-T8B4-12W-F150	6	500
	4' VT 2L 40w PLL	ESL-Ti-VP4RK-S-36W-F40	42	
	26w 4pin CFL	KT-LED94P-H-840-S	23	
Northside Pool	4' 2L T8 Strip/wrap	ESL-T8B4-12W-F150	26	750
	40w Wallpack	ESL-MWP-1530W-13050-BZ	4	500
	70w Canopy	ESL-CP-3060W-43050-BZ	1	4300
	175w MH Pendant	ESL-CL-55W-440S-M	2	500

### Equations for Calculating Lighting Retrofit Savings

#### Demand (kW)

$$\text{Connected kW Saving} = \sum_u [ (\text{kW/Fixture}_{\text{baseline}} \times \text{Quantity}_{\text{baseline}} - \text{kW/Fixture}_{\text{post}} \times \text{Quantity}_{\text{post}}) ]_{t,u}$$

$$\text{kW Savings} = \sum_u [ \text{Connected kW Savings}_u \times \text{Coincident Factor}_u ]_{t,u}$$

where:

- kW/fixture<sub>baseline</sub> = lighting baseline demand per fixture for usage group *u*
- kW/fixture<sub>post</sub> = lighting demand per fixture during post-installation period for usage group. If multiple wattages are possible (i.e. multiple levels of lighting are possible) then the wattage to be used is the highest wattage
- Quantity<sub>baseline</sub> = quantity of affected fixtures before the lighting retrofit for usage group *u*
- Quantity<sub>post</sub> = quantity of affected fixtures after the lighting retrofit for usage group *u*
- Coincident Factor<sub>u</sub> = *Coincident* Factor is a percentage multiplier to account for Demand Diversity of each specific usage group *u*. This might be 100% for hallways and open offices (all fixtures on during the day), or 75% for private offices, many of which are generally vacant with lights off at any one time

An example of usage group is 4' four lamp T-8 fixtures.

**Energy (kWh)**

$$\text{kWh Savings}_{\text{Lighting}} = \sum_s [(kW/\text{Fixture}_{\text{baseline}} \times \text{Quantity}_{\text{baseline}} \times \text{Burn Hours}) - \sum_{\text{level}} (kW/\text{Fixture}_{\text{post}} \times \text{Quantity}_{\text{post}} \times \text{Burn Hours})]_{t,s}$$

where:

- kW Savings<sub>u</sub> = kilowatt savings realized during the post-installation time for usage group *u*
- Burn Hours = number of operating hours during the time period *t* for the usage group *s* (*s* is space type, for example offices)
- Level For post-installation the level is the wattage trim level. Example levels include daylight harvesting, presentation mode and full power

It is agreed that these are reasonable values and will not be measured.

Note: Green Island Ice Arena Lighting Retrofit energy savings are not included because the utility invoices are paid by the tenant which is not an entity of the City of La Crosse.

**ECM-36: Building Envelope – Fire Station #3**

The savings for this ECM are generated through a reduction in air leakage through the building envelope.

Air Leakage	Length (feet)	Width (inches)	Total (square feet)
Roof/Wall	160	1/32	0.42
Overhead Doors	80	3/32	0.63
Doors	39	1/8	0.41

The savings will be calculated according to:

$$\text{Energy savings} = (\text{leakage} \times \text{bldg "K"}) \times (\text{wind P factor}) \times (\text{HDD} \times 24 \times 60) \times (.075) \times (.243) / 100,000 \times \text{System Efficiency \%}$$

...where,

- Leakage = 1.46 square feet
- Bldg "K" = average air infiltration and has been calculated to be 140 liters per second
- Wind P factor...based upon NOAA 30-year Climate Normal
- Hours per day = 24
- Minutes per hour = 60
- Density of Air = 0.075 lbm/ft<sup>3</sup>
- Specific Heat of Air = 0.243 btu/lbm-F

System Efficiency = 80%

It is agreed that these are reasonable values and will not be measured.

**ECM-37: Solar PV - Demand**

- Fire Station #2
- Fire Station #4
- La Crosse Center

The calculated demand savings for solar photovoltaic installations depend on-peak solar generation occurring at the same time as peak building demand. Due to the unpredictability of weather and building usage patterns, these values are calculated based on historical weather data (Typical Meteorological Year, or TMY) and assumed building energy demand profiles and will not be measured.

The utility rates are explained in Section IV below. The monthly demand charges are calculated as follows:

$$\text{Demand Charges (\$)} = \text{Monthly Distribution Demand Charges (\$)} + \text{Monthly Peak Demand Charges (\$)}$$

$$\text{Distribution Demand Charge (\$)} = [\text{Max (Annual Distribution Demand(kW))} * \text{Distribution Demand Rate (\$/kW)}]$$

$$\text{Monthly Peak Demand Charge (\$)} = \text{Monthly Peak Demand (kW)} * \text{Seasonal Peak Demand Rate (\$/kW)}$$

The estimated energy production for this ECM is based on a computer simulation performed using the HelioScope software. Hourly simulation results from the HelioScope software were then fed into the Energy Toolbase software to determine the demand savings by comparing the estimated demand profile of the building before solar is installed to the estimated demand profile after solar is installed. Below are the anticipated demand savings for each site:

Location	Average Monthly Demand (kW)
Fire Station #2	39
Fire Station #4 [New]	39
La Crosse Center	162

It is agreed that these are reasonable values and will not be measured.

**ECM-38: On-Site Sodium Hypochlorite Generation**

- Erickson Pool
- Northside Pool
- Veterans Memorial Pool

The *electric savings* have been calculated according to:

Baseline Pump Energy Usage (kWh):

$$\text{Max Motor Rating (kW)} = \text{HP} * 0.746 \text{ kW/HP} * \text{Pump Service Factor}$$

$$\text{Current Pump Usage (kW)} = \text{Max Motor Rating (kW)} * \text{Estimated Load Factor for fixed speed pump \%}$$

Current Pump Usage (kW) X 87 Days X 24 Hours/Day

Proposed Pump System Operation (kWh):

Proposed Pump Usage (kW) = Rated Pump Head (TDH) X Design Flowrate GPM / (% Pump Eff. X 3,960 constant factor) / (NEMA Nominal Motor Efficiency) X 0.746 kW/HP

Proposed Pump Usage (kW) X 87 Days X 24 Hours/Day

Annual Energy Savings = Baseline Pump Energy Usage (kWh) – Proposed Pump System Operation (kWh)

...where,

Pool/Aquatic Specifications			
Venue:	Northside	Veterans Memorial	Erickson
Volume (Gallons)	230,000	268,000	250,000
Min. Required Turnover Time (Minutes)	360	360	360
Days of Operation (per year)	87	87	87
Occupied or In-Use Hours (Daily)	7	7	10
Unoccupied or Not In-Use Hours (Daily)	17	17	14
Occupied Hours (Annual)	609	609	870
Unoccupied Hours (Annual)	1,479	1,479	1,218
Filter Type	Sand	Sand	Sand
Backwash Interval (Days)	7	7	7
Pressure at Pump Effluent (PSI)	2	8	13
Vacuum at pump Influent (inHg)	10	10	10
Current Pumping TDH	15.92	29.78	41.33
Dirty Filter TDH (Est. based on filter differential at backwash)	68.00	68.00	68.00
Current Design Turnover Time	360.78	393.79	339.63
Min. Turnover Rate (GPM)	639	744	694

Current Pump System Operation			
Pump ID	Northside	Veterans Memorial	Erickson
Pump Size (Horsepower)	25	25	40
Rated Pump Flow (gpm)	750	847	866
Rated Pump Head (TDH)	70	70	70
NEMA Nominal Motor Efficiency	91%	89.5%	91.7%
Pump Motor Service Factor	1.1	1.25	1.25
Pump Operation per Day (hrs)	24	24	24
Estimated Load Factor for fixed speed pump %	85.0%	80.4%	85.0%
Water Horsepower (Calculated)	13.26	14.97	15.31
Pump Brake Horsepower (Calculated)	14.57	16.73	16.69
Pump Efficiency	91%	90%	92%



Ratio	0.58	0.67	0.42
Max Motor Rating (kW)	20.52	23.31	37.30
Current Pump Usage (kW)	17.44	18.73	31.71
Current Yearly Pump Usage (kWh)	36410.02	39111.57	66200.04
Current Yearly Pump Cost	\$2,736.46	\$2,939.50	\$4,975.39

Proposed Pump System Operation with venue in use (Bather Mode)			
Pump Model#			
Pump Size (Horsepower)	25	25	40
Rated Pump Flow (gpm)	750	847	866
Rated Pump Head (TDH)	70	70	70
NEMA Nominal Motor Efficiency	91.0%	89.5%	91.7%
Pump Motor Service Factor	1.1	1.25	1.25
Water Horsepower (Calculated)	13.26	14.97	15.31
Pump Brake Horsepower (Calculated)	14.57	16.73	16.69
Pump Efficiency	91%	90%	92%
Ratio	0.58	0.67	0.42
Max Motor Rating (kW)	20.52	23.31	37.30
Pump operation per day in Bather Mode (hrs)	24	24	24
Percentage of time in (DAY MODE)	100%	100%	100%
Design Flowrate GPM (default to Minimum Req.)	638.9	744.4	694.4
Unique based on known head	0.000124444	9.75734E-05	9.33388E-05
Average System TDH (ft)	50.80	54.07	45.01
Average System BHP	9.01	11.36	8.61
Average Motor Power (kW)	7.38	9.47	7.00
Load Factor	36%	41%	19%
Proposed Pump Usage (kW)	10.17	12.26	10.89
<b>Yearly Pump Usage in Day Mode (kWh)</b>	<b>21242.95</b>	<b>25589.30</b>	<b>22738.98</b>

Summary			
Current Usage per Year (kWh)	<b>36410.02</b>	<b>39111.57</b>	<b>66200.04</b>
Usage per Year following proposed changes (kWh)	<b>21242.95</b>	<b>25589.30</b>	<b>22738.98</b>
Yearly Savings kWh	<b>15167.08</b>	<b>13522.27</b>	<b>43461.06</b>

The *natural gas savings* are derived from having to heat less water as a result of a reduction in the amount of water lost due to dilution and draining. The natural gas savings have been calculated according to:

$(\text{Hot Water Gal/yr} \times \Delta T \times 8.33\text{lb/gal}) / \text{Efficiency} \times 100,000$  therm conversion

...where,

Water from Dilution:

Venue:	Northside	Veterans Memorial	Erickson
Hot Water (Gal/yr):	242,121	282,124	263,175
Hot Water Supply Temp (°F):	76	82	83
Make-up Water Temp (°F):	55	55	55
Hot Water Efficiency (%):	89%	89%	89%

Water from Draining:

Venue:	Northside	Veterans Memorial	Erickson
Hot Water (Gal/yr):	115,000	134,000	125,000
Hot Water Supply Temp (°F):	120	120	120
Make-up Water Temp (°F):	55	55	55
Hot Water Efficiency (%):	89%	89%	89%

The *water savings* have been calculated according to:

Pool Volume (Gallons) x 1.21% Constant x Days per Year Operation

...where,

Constant (1.21%) is the typical daily dilution percentage for pools of this size range to meet a target of 500ppm TDS.

Venue:	Northside	Veterans Memorial	Erickson
Pool Volume (Gallons):	230,000	268,000	250,000
Days/Year Operation:	87	87	87

It is agreed that these are reasonable values and will not be measured.

**Non-measured Project Benefits**

Scope of Work	Location	Year 1 Benefits
Lighting Retrofit	Erickson Pool	\$99
	Northside Pool	\$71
Building Envelope	Fire Station #3	\$537
On-site Hypochlorite Generation	Erickson Pool	\$6,309
	Northside Pool	\$3,660
	Veterans Memorial Pool	\$4,184
Solar PV [Demand]	Fire Station #2	\$2,953
	Fire Station #4 [New]	\$2,953
	La Crosse Center	\$8,973
<b>Total</b>		<b>\$29,739</b>

## Operations and Maintenance Savings

### Lighting Retrofit

- Erickson Pool – Exterior
- Green Island Ice Arena
- Northside Pool – Exterior

Customer shall see a reduction in the cost of lighting materials as a direct result of the implementation of this ECM. O&M cost avoidance for lighting materials derive from the installation of new lighting equipment which include cost avoidance from reduced expenses for lamps and ballasts realized as a result of the replacement of existing fluorescent lamps with LED lamps and the elimination of existing ballast materials. LED lamps have longer rated lives with warranties as indicated in the warranty submittal.

Operations and Maintenance Savings were calculated as follows:

#### *Erickson Pool:*

Quantity = six (6)...4' 2L T8 Strip/vaportight... ESL-T8B4-12W-F150

2 lamps per fixture X 6 Fixtures = 12 Lamps; Assuming 10% yearly replacement @~\$5 per lamp = \$6

1 ballast per fixture at the cost of \$90 each; Assuming 10% yearly replacement =  $6 \times 1 \times 0.1 \times \sim\$90 = \$56$

Labor cost to replace ballast is to be \$60 per ballast replaced:  $\sim\$60 \times 6 \times 1 \times 0.1 = \$37$

Labor cost to replace lamp is to be \$60 per ballast replaced:  $\sim\$60 \times 6 \times 1 \times 0.1 = \$37$

Quantity = forty-two (42)...4' VT 2L 40w PLL... ESL-Ti-VP4RK-S-36W-F40

2 lamps per fixture X 42 Fixtures = 84 Lamps; Assuming 10% yearly replacement @~\$12.5 per lamp = \$108

Labor cost to replace lamp is to be \$60 per ballast replaced:  $\sim\$60 \times 2 \times 42 \times 0.1 \times 0.5 = \$260$

Quantity = twenty-three...(23) 26w 4pin CFL... KT-LED94P-H-840-S

1 lamps per fixture X 23 Fixtures= 23 Lamps; Assuming 10% yearly replacement @~\$4 per lamp = \$10

Labor cost to replace lamp is to be \$60 per ballast replaced:  $\sim\$60 \times 1 \times 23 \times 0.1 \times 0.5 = \$71$

#### *Green Island Ice Arena:*

Quantity = twenty-four (24)... 4' 12L T5 HO... KT-LED25T5HO-48GC-850-DX2

12 lamp per fixture X 24 Fixtures= 288 Lamps; Assuming 10% yearly replacement @~\$5 per lamp X 0.5\* = \$74

6 ballast per fixture at the cost of \$90 each; Assuming 10% yearly replacement =  $24 \times 6 \times 0.1 \times \sim\$100 \times 0.5^* = \$743$

Labor cost to replace ballast is to be \$40 per ballast replaced:  $\sim\$40 \times 24 \times 6 \times 0.1 \times 0.5^* = \$297$

Lift Rental = \$125

\*50% factor applied since facility only operated six months of the year

#### *Northside Pool:*

Quantity = twenty-six (26)...4' 2L T8 fixtures... ESL-T8B4-12W-F150

2 lamps per fixture X 26 Fixtures= 52 Lamps; Assuming 10% yearly replacement @~\$5 per lamp = \$27

1 ballast per fixture at the cost of \$90 each; Assuming 10% yearly replacement =  $26 \times 1 \times 0.1 \times \sim\$90 = \$242$

Labor cost to replace ballast is to be \$28 per ballast replaced:  $\sim\$28 \times 26 \times 1 \times 0.1 = \$74$

### On-site Hypochlorite Generation

- Erickson Pool
- Northside Pool
- Veterans Memorial Pool

Savings = Existing Chlorine Cost – (ChlorKing Cell Replacement + Muriatic Acid + ChlorKing Replacement Parts + Salt)

...where,

Existing Chlorine Cost (per Carrico Aquatic Resources contract)

*Erickson Pool* = \$13,860.00

*Northside Pool* = \$12,600.00

*Veterans Memorial Pool* = \$15,120.00

All Pools:

ChlorKing Cell Replacement Cost (@Year 10) = \$26,400 [\$2,640/yr]

Muriatic Acid (1 gallon per 20 # of chlorine produced)

$((\$4.50/\text{gallon} \times 30 \text{ gallons/day})/20 \text{ # of chlorine}) \times 87 \text{ days/year} = \$587.25$

ChlorKing Replacement Parts (average)

$(\$750/\text{year (Years 3 through 20)})/20 \text{ years} = \$318.75^{(a)}$

Salt (3 # of salt per 1 # of chlorine produced)

$= (\$0.13/\text{# salt} \times 3 \times (30 \times .65^{**})) \times 87 \text{ days/year} = \$131.67^{(b,c,d)}$

(a) First three years under warranty

(b) 0.65 = chlorine content of existing tablets used (65%)

(c) Declining scale each of the first five years; no salt required thereafter.

(d) Assumes pool is no longer drained each year but does allow for some lowering of the water level during winter.

ECM	Year 1 Benefits
Lighting Retrofit – Erickson Pool	\$586
Lighting Retrofit – Green Island Ice Arena	\$1,239
Lighting Retrofit – Northside Pool	\$343
On-site Hypochlorite Generation – Erickson Pool	\$10,505
On-site Hypochlorite Generation – Northside Pool	\$9,212
On-site Hypochlorite Generation – Veterans Memorial Pool	\$11,814
<b>Total</b>	<b>\$33,699</b>

### III. MEASUREMENT AND VERIFICATION METHODOLOGIES

The following is a brief overview of the measurement and verification methodologies applicable to the Improvement Measures set forth below. JCI shall apply these methodologies, as more fully detailed in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP).

#### Option A

#### Retrofit Isolation – Key Parameter Measurement

Measured Project Benefits are determined by key parameter measurement of the energy use of the system(s) to which a Facility Improvement Measure (FIM) was applied separate from the energy use of the rest of the facility.

Option A savings are quantified as follows :

Calculated FIM Savings multiplied by a safety factor multiplied by the escalation factor from Schedule IV.

Key parameter measurement means that some but not all parameters will be measured. Careful review of the design and installation of Improvement Measures is intended to demonstrate that the stipulated values fairly represent the probable actual values. Agreed-upon values will be shown in the measurement and verification plan. Engineering calculations using measurements and stipulations are used to calculate Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits from the following Improvement Measures will be calculated using Option A while M&V services are active:

#### ECM-37: Solar PV

- Fire Station #2
- Fire Station #4
- La Crosse Center

The electrical production for this ECM will be verified using IPMVP Option A, Retrofit Isolation with Key Parameter Measurement. The electrical production for this ECM is generated through a production of electricity through the solar photovoltaic arrays; therefore, the measurement boundary is the Solar PV system itself.

Parameter	Measurement Frequency	Measurement Description
Irradiance (kWh/m <sup>2</sup> )	ongoing	The irradiance will be measured using a pyranometer. The value will be totalized, and the totalized value will be recorded on an hourly basis using the system software. Two pyranometers will be installed at the same tilt and azimuth angle as the PV array. One of these pyranometers will be the primary and will have a rated accuracy of +/- 2%. The other pyranometer will be a backup, will have a rated accuracy of +/- 5%, and will be used to fill in any gaps in the irradiance data from the primary pyranometer. The primary pyranometer will be sent to a manufacturer-certified laboratory every two years for recalibration starting year 4.
AC Energy (kWh)	ongoing	The AC energy will be measured using revenue-grade AC meters located near the AC interconnection point of each PV system.

The estimated energy production for this ECM is based on a computer simulation performed using the HelioScope software. Below is the baseline monthly and annual solar irradiance (Plane of Array at Fire Station #2 and Fire Station #4; Global Horizontal at La Crosse Center), based on the NSRDB TMY weather data for La Crosse Municipal Airport. Also shown in the table below is the Year 1 Energy production estimate for the combined output of the PV systems.

<b>PV Array</b>	<b>Baseline Global Incident (Plane of Array) Irradiance (kWh/m<sup>2</sup>)</b>	<b>Baseline Global Incident (Global Horizontal) Irradiance (kWh/m<sup>2</sup>)</b>	<b>Baseline Year 1 AC Energy output (kWh)</b>
Fire Station #2	1,333		56,969
Fire Station #4	1,339		73,609
La Crosse Center		1,263	280,148
<b>Annual Total</b>	---	---	410,726

Below is the Baseline AC Energy Output for the combined PV systems, by Project Year. These numbers include degradation of 3% during the first year then 0.5% per year thereafter from the 2nd until 20th year of the manufacturer's warranty period were accounted for in the savings model.

<b>Project Year</b>	<b>Baseline AC Energy output(kWh)</b>
1	410,726
2	408,672
3	406,629
4	404,596
5	402,573
6	400,560
7	398,557
8	396,564
9	394,582
10	392,609
11	390,646
12	388,692
13	386,749
14	384,815
15	382,891
16	380,977
17	379,072
18	377,176
19	375,291
20	373,414

The energy production guarantee shall assume the monthly baseline (reference) solar irradiance as shown above. On an annual basis (recorded monthly), the total measured AC Energy output of the PV systems will be adjusted based on the actual measured plane-of-array solar irradiance received compared to the baseline (reference) plane-of-array solar irradiance, as per the following formula:

$$P_{Adjusted} = (P_{Measured}) \left( \frac{Q_{reference}}{Q_{actual}} \right)$$

Where P is energy measured in kWh and Q is solar irradiance measured in kWh/m<sup>2</sup>, either the actual measured or the reference as shown. If the adjusted amount of measured energy produced is less than the baseline energy for a given Project Year, the amount of kWh shortfall will be multiplied by the applicable \$/kWh electricity rate for that

Project Year, and the result will be the PV ECM Project Benefit Shortfall for that year. If the adjusted amount of measured energy produced is greater than the baseline energy for a given Project Year, the amount of kWh surplus will be multiplied by the applicable \$/kWh electricity rate for the site for that Project Year, and the result will be the PV ECM Project Benefit Surplus for that year.

**CHANGES IN USE OR CONDITION; ADJUSTMENT TO BASELINE  
AND/OR ANNUAL PROJECT BENEFITS**

Customer agrees to notify JCI, within fourteen (14) days, of (i) any actual or intended change, whether before or during the Guarantee Term, in the use of any facility, equipment, or Improvement Measure to which this Schedule applies; (ii) any proposed or actual expansions or additions to the premises or any building or facility at the premises; (iii) a change to utility services to all or any portion of the premises; or (iv) any other change or condition arising before or during the Guarantee Term that reasonably could be expected to change the amount of Project Benefits realized under this Agreement.

Such a change, expansion, addition, or condition would include, but is not limited to: (a) changes in the primary use of any facility, Improvement Measure, or portion of the premises; (b) changes to the hours of operation of any facility, Improvement Measure, or portion of the premises; (c) changes or modifications to the Improvement Measures or any related equipment; (d) changes to the M&V Services provided under this Agreement; (e) failure of any portion of the premises to meet building codes; (f) changes in utility suppliers, utility rates, method of utility billing, or method of utility purchasing; (g) insufficient or improper maintenance or unsound usage of the Improvement Measures or any related equipment at any facility or portion of the premises (other than by JCI); (h) changes to the Improvement Measures or any related equipment or to any facility or portion of the premises required by building codes or any governmental or quasi-governmental entity; or (i) additions or deletions of Improvement Measures or any related equipment at any facility or portion of the premises.

Such a change or condition need not be identified in the Baseline in order to permit JCI to make an adjustment to the Baseline and/or the Annual Project Benefits. If JCI does not receive the notice within the time period specified above or travels to either Customer's location or the project site to determine the nature and scope of such changes, Customer agrees to pay JCI, in addition to any other amounts due under this Agreement, the applicable hourly consulting rate for the time it took to determine the changes and to make any adjustments and/or corrections to the project as a result of the changes, plus all reasonable and documented out-of-pocket expenses, including travel costs. Upon receipt of such notice, or if JCI independently learns of any such change or condition, JCI shall calculate and send to Customer a notice of adjustment to the Baseline and/or Annual Project Benefits to reflect the impact of such change or condition, and the adjustment shall become effective as of the date the change or condition first arose. Should Customer fail to promptly provide JCI with notice of any such change or condition, JCI may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be conclusive.

#### IV. BASELINE CALCULATIONS AND UTILITY RATES

The unit utility costs for the Baseline period are set forth below as “Base Utility Cost” and represent the average of the utility costs that were used for all calculations made under this Schedule. The Base Utility Cost shall be escalated annually by the actual utility cost escalation but such escalation shall be no less than the mutually agreed “floor” escalation rate of four percent (4%) per year during the first five years and three percent (3%) per year thereafter. The Base Utility Cost for each type of utility represents the 12 month average utility costs from calendar year 2022.

	<b>Electric \$/kWh</b>	<b>Demand \$/kW [On-Pk only]</b>	<b>Natural Gas \$/Therm</b>
<i>La Crosse Center</i>	<b>\$0.0655</b>	<b>\$15.70</b>	
<i>Fire Station 2</i>	<b>\$0.0804</b>	<b>\$12.17</b>	
<i>Fire Station 3</i>	<b>\$0.1405</b>		\$1.00
<i>Fire Station 4</i>	<b>\$0.1408</b>		
<i>Erickson Pool</i>	<b>\$0.0755</b>	<b>\$12.17</b>	\$1.01
<i>Northside Pool</i>	<b>\$0.0752</b>	<b>\$12.17</b>	\$1.01
<i>Veterans Memorial Pool</i>	<b>\$0.1467</b>		\$1.02

##### Solar PV:

The existing utility rate schedules for the Customer's Fire Station #2 and Fire Station #4 facilities will be modified by the Customer's Utility Company by a net-metering schedule that limits the size of renewable resource generators to a maximum of 100 kilowatts (AC) per site. The proposed photovoltaic systems shall remain under this size and allow for utility bill credit equal to the savings as described in Schedule 2a and are based upon the following.

##### Pg-1 Net Energy Billing Service <=100 kW-AC:

Available to all customers who offset retail load with a generation resource 100 kW-AC or less connected behind the meter at their premise, such as rooftop solar.

- Energy: Net metering at full retail rates with monthly banking of excess kWh; any excess kWh at year end is paid out using on-peak and off-peak energy prices shown within the Pg-2B tariff.
- Capacity & Transmission Credits: Not provided.

The proposed La Crosse Center photovoltaic system size will exceed 100 kilowatts (AC) but not exceed 200 kilowatts (AC), therefore, the existing rate schedules for the Customer's facilities will be modified by the Customer's Utility Company to Pg-2B Sale to Company After Self Supply. Excess energy generated under this arrangement must be delivered to the grid. Customer will realize benefit as described below.

##### Pg-2B Sale to Company After Self Supply <=1 MW-AC:

Available to any generator certified as a “Qualifying Facility” under Part 292 of PURPA with a nameplate capacity of 1,000 kW-AC or less. Generation may be used to offset retail load and excess generation is purchased by Xcel Energy without a contract as follows:

- Energy: Excess kWh are adjusted for loss factors and credited at wholesale locational marginal prices (LMPs) averaged across summer peak, winter peak, and off-peak periods; the forecasted LMPs are updated annually and approved by the Public Service Company of Wisconsin.
- Capacity: No credits paid
- Transmission: All kWh are adjusted for loss factors and credited at avoided transmission costs.



## V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT

There is no anticipated change to the operating hours at the facilities included in this agreement.

## VI. MEASUREMENT & VERIFICATION SERVICES

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee.

1. During the Installation Period, a JCI Performance Assurance Specialist will track Measured Project Benefits. JCI will report the Measured Project Benefits achieved during the Installation Period, as well as any Non-Measured Project Benefits applicable to the Installation Period, to Customer within 60 days of the commencement of the Guarantee Term.
2. Within 60 days of the first anniversary of the commencement of the Guarantee Term, JCI will provide Customer with an annual report containing:
  - A. an executive overview of the project's performance and Project Benefits achieved to date;
  - B. a summary analysis of the Measured Project Benefits accounting; and
  - C. depending on the M&V Option, a detailed analysis of the Measured Project Benefits calculations.
3. During Year One of the Guarantee Term only, a JCI Performance Assurance Specialist will monitor the on-going performance of the Improvement Measures, as specified in this Agreement, to determine whether anticipated Measured Project Benefits are being achieved. In this regard, the Performance Assurance Specialist will periodically assist Customer, on-site or remotely, with respect to the following activities:
  - A. review of information furnished by Customer from the facility management system to confirm that control strategies are in place and functioning;
  - B. advise Customer's designated personnel of any performance deficiencies based on such information;
  - C. coordinate with Customer's designated personnel to address any performance deficiencies that affect the realization of Measured Project Benefits; and
  - D. inform Customer of opportunities to further enhance project performance and of opportunities for the implementation of additional Improvement Measures.
4. For specified Improvement Measures, JCI will:
  - A. conduct pre and post installation measurements required under this Agreement;
  - B. confirm the building management system employs the control strategies and set points specified in this Agreement; and
  - C. analyze actual as-built information and adjust the Baseline and/or Measured Project Benefits to conform to actual installation conditions (e.g., final lighting and water benefits calculations will be determined from the as-built information to reflect the actual mix of retrofits encountered during installation).
  - D. confirm that the appropriate metering and data points required to track the variables associated with the applicable Improvement Measures' benefits calculation formulas are established; and
  - E. set up appropriate data capture systems (e.g., trend and totalization data on the facility management system) necessary to track and report Measured Project Benefits for the applicable Improvement Measure.
    - i. Trend data records maintained in the ordinary course of system operation may be used and relied upon by Subcontractor in connection with Project Benefits calculations, as well as in other commercial uses relating to building system performance. Subcontractor will use commercially reasonable efforts to ensure the integrity of the data collected to calculate the required metrics. In the event data is lost due to equipment failure, power failure or other interruption in data collection, transmission or storage, Subcontractor will use reasonable engineering methods to estimate the impact of or replace the lost data.

## CUSTOMER RESPONSIBILITIES

In order for JCI to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Customer shall be responsible for the following in addition to Customer Responsibilities outlined in Schedule 3 of the Agreement dated April 23, 2019 and as amended in prior Change Orders:

1. Providing JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services;
2. Providing for shut down and scheduling of affected locations during installation as needed to accomplish the Work and/or M&V Services;
3. Providing timely reviews and approvals of design submissions, proposed change orders, and other project documents;
4. Promptly notifying JCI of any change in use or condition described in Section III of Schedule 2e or any other matter that may impact the Assured Performance Guarantee;
5. Taking all actions reasonably necessary to achieve the Non-Measured Project Benefits;
6. Provide all chemicals required for pool operation

## PRICE AND PAYMENT TERMS

Customer shall make payments to JCI pursuant to this Schedule 4e.

1. Work. The price to be paid by Customer for the Work described in Schedule 1e shall be \$2,390,502. Payments (including payment for materials delivered to JCI and work performed on and off-site) shall be made to JCI as follows:

First payment due:	50%	\$1,195,251 due October 20, 2023
Second payment due:	10%	\$239,050 due November 30, 2023
Third payment due:	10%	\$239,050 due December 30, 2023
Fourth payment due:	10%	\$239,050 due January 30, 2024
Fifth payment due:	10%	\$239,050 due February 28, 2024
Sixth payment due:	5%	\$119,525 due June 30, 2024
Final payment due:	5%	\$119,526 due July 30, 2024

If construction is delayed the payment schedule above may be adjusted accordingly.

2. M&V Services. The total price for JCI's additional M&V Services, included in Paragraph 1 above, as detailed on Schedule 2e of this Agreement, is \$12,500. The term of this M&V Services Agreement is 1 year.

At the end of Project Benefits Year 1, as described in Schedule 2e, the M&V will transition to stipulated benefits for the remainder of the Guarantee Term. During Year 1, the Customer may elect to continue Option A at the current pricing with an annual escalation rate of three percent (3%).

**NOTICE TO PROCEED**

Johnson Controls, Inc.  
12000 West Wirth Street  
Wauwatosa, Wisconsin 53222  
ATTN: Jim Bieser

Re: Notice to Proceed for 2PZK-0052 City of La Crosse PC – Buildings, Change Order No. 5

Dear Jim Bieser:

This Notice to Proceed is being issued by City of La Crosse, WI (“Customer”) to Johnson Controls, Inc. (“JCI”) pursuant to that certain Performance Contract entered into between Customer and JCI for the purpose of notifying JCI to commence work under such contract.

In the event that this Notice to Proceed is delivered by Customer prior to the execution of the Performance Contract by Customer and JCI, Customer understands and expects JCI will incur significant costs and expenses in complying with this Notice to Proceed. In the event the Performance Contract is not executed by the parties, for any reason, Customer agrees to pay JCI for its costs and fees incurred in complying with this Notice to Proceed on a time and material basis. Customer also agrees JCI shall be entitled to a reasonable markup thereon for profit and overhead. Customer agrees to pay amounts billed by JCI no later than five (5) days after Customer receives JCI’s payment application. JCI will continue to submit payment applications to Customer until the Performance Contract is executed. Once the Performance Contract is executed, JCI will begin submitting its payment applications to Customer in accordance with the terms and conditions set forth therein. Any amounts already paid by Customer will be credited towards the Performance Contract price.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

**City of La Crosse, WI (“Customer”)**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGED & AGREED TO:**

**JOHNSON CONTROLS, INC.**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

**PARTIES:** JOHNSON CONTROLS, INC. ("JCI")  
507 East Michigan Street  
Milwaukee, Wisconsin 53202

City of La Crosse, WI ("Customer")  
400 La Crosse St  
La Crosse, Wisconsin 54601

**PROJECT:** 2PZK-0052 City of La Crosse PC – Buildings, Change Order No.5; Performance Contract dated April 23, 2019 between JCI and Customer

By executing this Certificate of Substantial Completion, Customer acknowledges the following:

- a. The work set forth in the Performance Contract Change Order is substantially complete.
- b. Customer has received the manuals, warranty information, and training required under the Performance Contract.
- c. The following punch list items must be completed by JCI (check as applicable):
  - punch list attached
  - punch list complete
- d. Upon completion of the punch list items, or if such punch list items are complete, JCI and Customer shall sign the Certificate of Final Completion attached hereto.

Dated [redacted], 20 [redacted].

**CUSTOMER:**  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**JOHNSON CONTROLS, INC.**  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CERTIFICATE OF FINAL COMPLETION**

**PARTIES:** JOHNSON CONTROLS, INC. ("JCI")  
507 East Michigan Street  
Milwaukee, Wisconsin 53202

City of La Crosse, WI ("Customer")  
400 La Crosse St  
La Crosse, Wisconsin 54601

**PROJECT:** 2PZK-0052 City of La Crosse PC – Buildings, Change Order No.5; Performance Contract dated April 23, 2019 between JCI and Customer

By executing this Certificate of Final Completion, Customer acknowledges the following:

- a. The work set forth in the Performance Contract Change Order has been reviewed and determined by Customer to be fully complete.
- b. Customer accepts the work as complete and hereby releases JCI's obligations under any performance and payment bonds posted for the project as of the date set forth below.

Dated [redacted], 20 [redacted].

**CUSTOMER:**

**JOHNSON CONTROLS, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



# ***CITY OF LA CROSSE***

400 La Crosse Street  
La Crosse, Wisconsin 54601  
(608) 789-CITY  
[www.cityoflacrosse.org](http://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





**Sustainable La Crosse**  
Guaranteed Efficiencies

**Climate Action Plan Implementation – Phase IV**



©2023 Johnson Controls International, PLC. Use or disclosure (except for purposes of evaluation), or reproduction of any kind is prohibited without the express written permission of Johnson Controls International, PLC.

# La Crosse Sustainability Project

## Agenda:

- Sustainability Partnership in Review (phases I, II and III)
- New Phase IV Scope and Benefits



Project Success: Prior phases in review

## La Crosse Sustainability Project (Phases I-III)

### Energy Demand Reduction

- Mechanical equipment replacement
- Retrofit lighting to LED
- Efficiency monitoring and reporting
- Investment at **City Hall, Libraries, Municipal Service Center, Fire Stations, Parks, Street lighting and the La Crosse Center**

### Renewable Energy Supply

- City-owned Solar Arrays: Seven (7) locations totaling over 0.5 MW

Status: Implemented/Generating Savings

Total Investment in facilities: **>\$9 million**

Total Project Benefits (over 20 years): **> \$11 million**

Annual savings equivalent to **2,339 Metric Tons of CO2**



Project Success: Prior phases in review

# City-owned Solar PV Arrays



Municipal Service Center: 100 kW



Main Library: 100 kW



City Hall: 100 kW



Fire Station #1: 36 kW



Fire Station #3: 30 kW



Copeland Park: 60 kW



La Crosse Center: 100 kW



**Project Success: Prior phases in review**

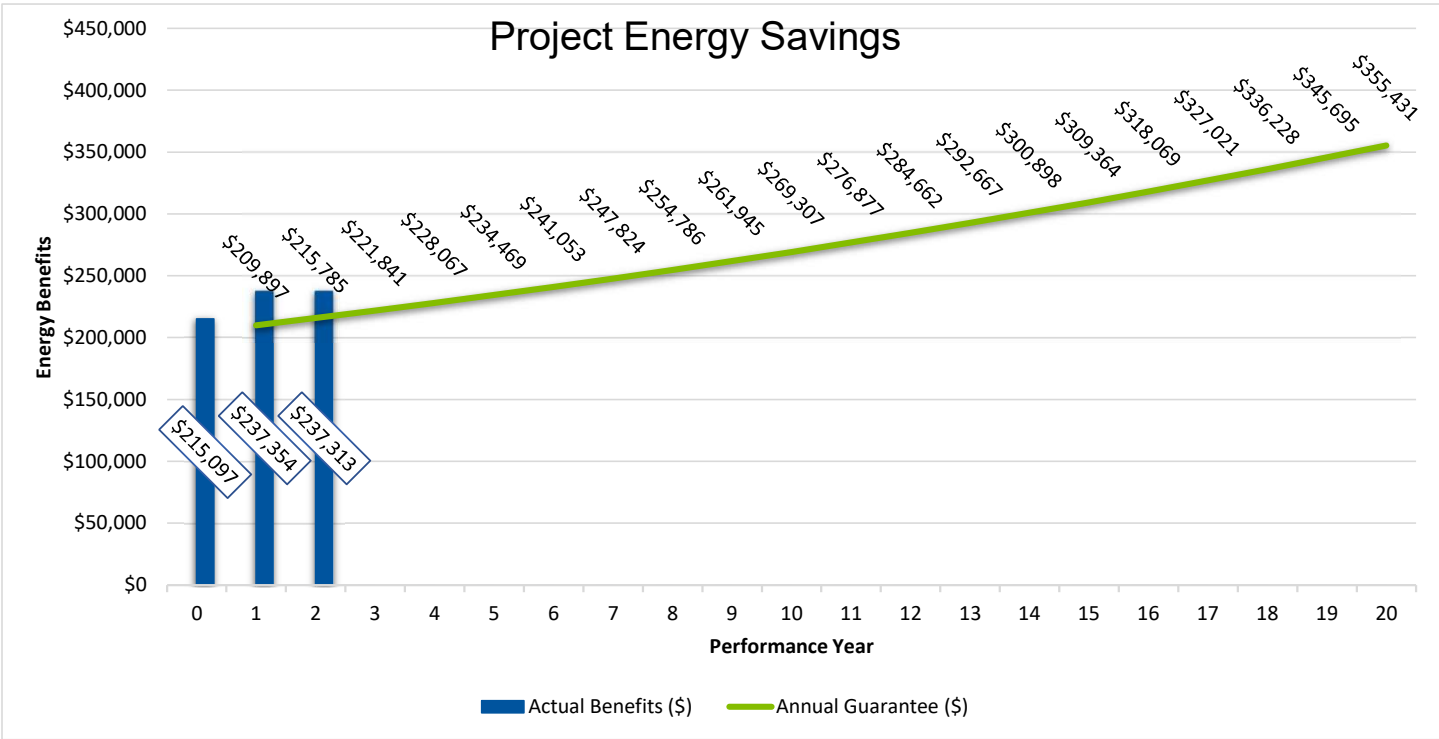
# Project Benefits Greater Than Projected

Phase I and II benefits have exceeded projected benefits by **\$264,083** and total project energy savings are **\$689,764**

Actual Benefits To Date:  
**\$1,672,822**  
 Energy Savings: **\$689,764**  
 Energy Rebates: **\$262,937**  
 O&M Savings: **\$120,121**  
 Capital Contribution: **\$600,000**

Projected Benefits To Date:  
**\$1,408,739**

Excess Savings To Date:  
**\$264,083**




©2023 Johnson Controls International, PLC. Use or disclosure or reproduction of any kind is prohibited without the express written permission of Johnson Controls International, PLC.


Project Success: Prior phases in review

# Sustainability Benefits - Annual


2,339 Metric Tons of Carbon Dioxide (CO<sub>2</sub>) equivalent


This is equivalent to greenhouse gas emissions from:


504 gasoline-powered passenger vehicles driven for one year 


5,806,827 miles driven by an average gasoline-powered passenger vehicle 

This is equivalent to CO<sub>2</sub> emissions from:


263,236 gallons of gasoline consumed 

229,802 gallons of diesel consumed 

2,588,314 pounds of coal burned 

31 tanker trucks' worth of gasoline 

295 homes' energy use for one year 

455 homes' electricity use for one year 















<https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>

©2023 Johnson Controls International, PLC. Use or disclosure or reproduction of any kind is prohibited without the express written permission of Johnson Controls International, PLC.



## New Phase IV

# Project Scope Review and Recommendations

Category	Projects Evaluated	Results		Next Steps
Lighting	Green Island Ice Arena: Upgrade remaining non-LED interior lights and non-LED exterior lighting to LED	Positive economic and environmental results		Include in agreement
	Public Pools: Upgrade remaining non-LED interior lights and non-LED exterior lighting to LED	Positive economic and environmental results		Include in agreement
HVAC	Fire Station #3: HVAC systems and building envelope	HVAC deferred to grant award. Building envelop plan has positive benefits		Include turnkey complete remodel in next phase upon Grant Award
	City Hall: Variable Air Volume (VAV) units and air duct sealing	Benefits do not match investment. Additional funding required		Include AHU replacement in next phase. Re-evaluate VAV in future
	La Crosse Center: Air duct sealing	Not applicable to “open space” configuration		
	Green Island Ice Arena: HVAC improvements and air duct sealing	Benefits do not match investment. Additional funding required		Complete if funding available
	Public Pools: pump house, whole building fan, cooling, pool cover, investigate feasibility of Erickson external pump house	Chlorine generator and aquatic controls yield positive benefits with some capital infusion		Additional funding required for pump house, if necessary
Renewable Energy	Fire Station #2: Solar PV array	Positive economic and environmental results		Include in agreement
	Fire Station #4: Solar PV array	Positive economic and environmental results		Include in agreement
	La Crosse Center: Solar PV array	Positive economic and environmental results		Include in agreement
	Public Pools: Solar hot water	Benefits do not match investment		
	Green Island Ice Arena: Solar hot water	Benefits do not match investment		
	EV Charging Stations: investigate options at various City facilities	Technologically feasible.		Additional planning and funding needed
Open Blue Enterprise Manager	Extend the existing system to include the facilities listed above	Positive economic and environmental results		Include in agreement

©2023 Johnson Controls International, PLC. Use or disclosure or reproduction of any kind is prohibited without the express written permission of Johnson Controls International, PLC.

## New Phase IV

# New Solar Arrays

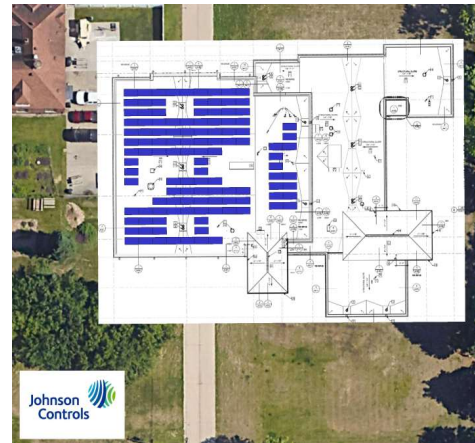
### La Crosse Center

Estimated annual production: 280 MWh  
185 kW AC (251 kW DC)



### Fire Station #2

Est Annual Production: 58 MWh  
50 kW AC (56 kW DC)



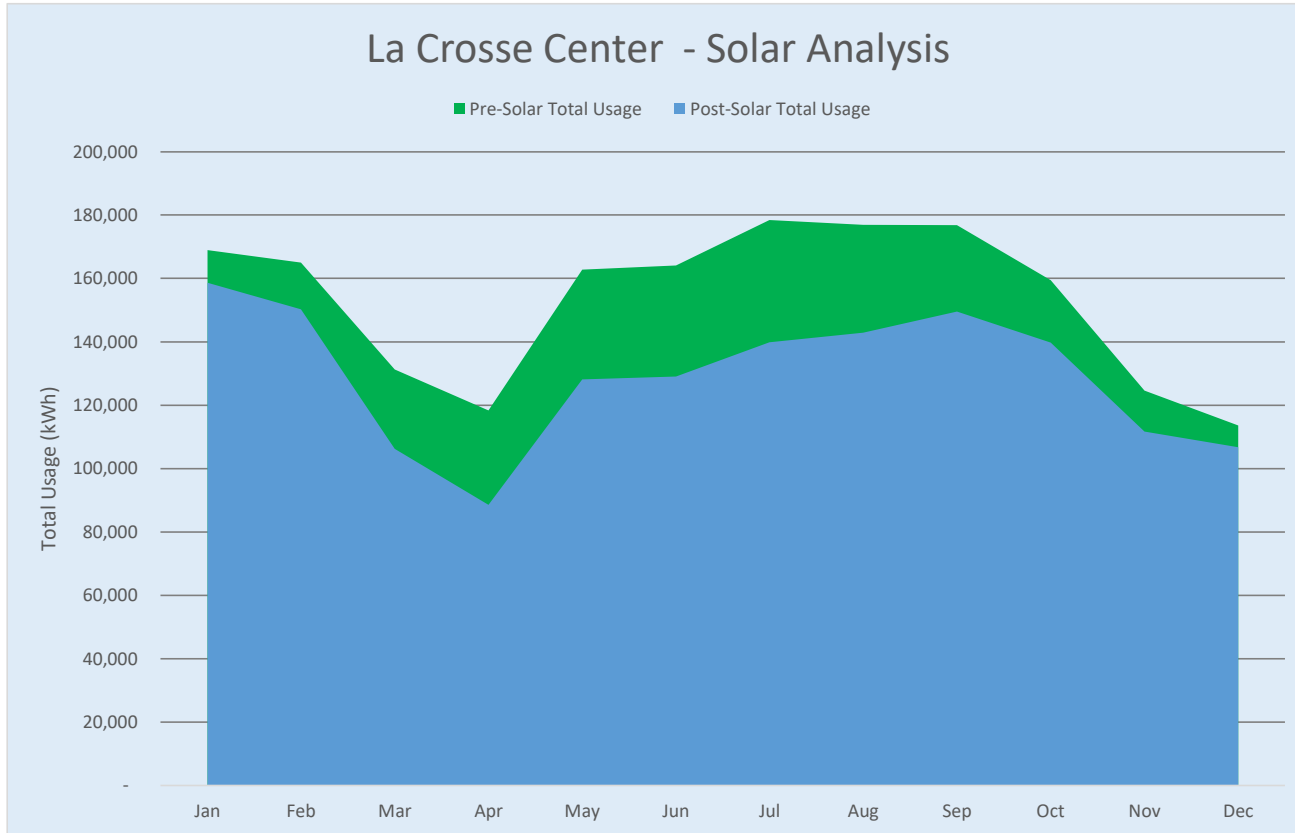
### Fire Station #4

Est Annual Production: 76 MWh  
50 kW AC (73 kW DC)



New Phase IV

# Expected Solar Benefits (new array only)



**CURRENT ELECTRIC USAGE AND BILL**

Total Energy Usage (entire facility):  
**1,840,306 kWh**  
 Total Electric Energy (CY 2022)  
**\$205,690**

**EXPECTED ANNUAL SOLAR BENEFIT**

Solar Production:  
**280,148 kWh (15% of total usage)**  
 Expected Total Annual Value:  
**\$30,292**

Sum of Solar Production, measured:  
**\$21,664**  
 plus Demand saving, unmeasured:  
**\$8,628**

©2023 Johnson Controls International, PLC. Use or disclosure or reproduction of any kind is prohibited without the express written permission of Johnson Controls International, PLC.



## Community Pool Upgrades

- Energy and water savings
  - Lighting upgrades
  - Pumping controls
- Operational and Maintenance Savings
  - Alternative process of on-site chlorine generation
  - Raw materials are typically 75% - 90% less expensive
- Improve safety and minimize risk to public health
  - Increase water quality and reduce threat to public safety
  - Reduce storage of hazardous acid and chlorine solutions
  - Significantly reduce corrosiveness and related hazards



## Project Benefit Summary

Project cost: \$2,390,500

Less expected Rebates: \$393,400

Annual expected project benefits (energy and O&M, initial year): **\$100,700**

Total expected project benefits (over 20 years): **\$3,190,000**



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 23-0996

---

**Agenda Date:** 9/7/2023

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

Resolution approving a Service Agreement for Pest Control Services with Orkin, LLC.

RESOLUTION

WHEREAS, various City departments require services in the area of pest control, maintenance, and supplying equipment; and

WHEREAS, the recent pest control services have been done monthly by various vendors; and

WHEREAS, the Finance Department solicited requests for proposals from different vendors.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the thirty six (36) month agreement for the period of October 1, 2023 through September 30, 2026 for pest control services with Orkin Commercial Services.

BE IT FURTHER RESOLVED that the funding for said agreement will be contained in the appropriate department's annual operating budgets.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the agreement.

BE IT FURTHER RESOLVED that the Director of Finance and the various department heads are hereby authorized to take any and all steps necessary to effectuate this resolution.



# ***CITY OF LA CROSSE***

400 La Crosse Street  
La Crosse, Wisconsin 54601  
(608) 789-CITY  
[www.cityoflacrosse.org](http://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



# Commercial Services Agreement

Customer Name City Of La Crosse Wisconsin Date 8/10/23

Billing Address 400 La Crosse Street (ACH preferred)

City La Crosse State WI Zip Code 54601-3396 Phone 608-789-8242

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between City Of La Crosse Wisconsin (hereinafter the Customer) and Orkin, LLC (hereinafter "Orkin").
- B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address):  
All buildings listed in specifications and as provided in bid package (April, 2023)

County Name: La Crosse Is this within city limits  Yes  No  Food Safety with GM QA  Health Care  Health Care with GM QA

### II. SCOPE AND NATURE OF WORK

- A. Orkin agrees to provide service for the following pests (the "Covered Pests")  Roaches  Common ants  Rats and mice  Pharaoh ants\*  Common spiders  Flies  Odor  Other \_\_\_\_\_  
Service means the periodic treatment to help control/combat the Covered Pests. Service cannot guarantee the Covered Pests will not return, but if they do, Orkin will retreat, as set out under the Triple Guarantee attached hereto and incorporated into this Agreement. \*Additional per service charge required to cover these ants.
- B. **Service Exclusions.** Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover other pests including, but not limited to: Carpenter Ants, Fire Ants, Tawny Ants, Bed Bugs, Bat Bugs, Brown Recluse Spiders, Mosquitoes, Stored Product Pests, Birds, Wildlife, Termites and other wood destroying organisms, or mold like conditions. Service for these pests requires a separate agreement or addendum. The requirement of a separate agreement or addendum can not be waived by the Customer or any employee or agent of Orkin. This exclusion can not be waived by the Customer or any employee or agent of Orkin.

### III. CUSTOMER OBLIGATIONS

- A. The Customer shall extend all reasonably necessary cooperation to ensure satisfaction from pest services, including: availability of premises; appropriate sanitation, and corrective construction measures.
- B. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported to the Customer in writing by Orkin, the Customer shall take the necessary steps to correct such conditions.
- C. The Customer is responsible for communicating with all persons in the premises about the treatments and the nature of services offered hereunder; moreover, the Customer acknowledges that it has no information, or has communicated to Orkin in writing any information it does have, that any persons in the premises have any medical condition or sensitivity which may be affected by the services contemplated by this agreement.
- D. Should the Customer discover any covered pests during the term of this Agreement, they must follow the applicable notification and documentation processes as set out in the scope of service, provided by Orkin.
- E. Failure of the Customer to take necessary steps to correct conditions reported to it or to otherwise comply with the Customer Obligations in Section III will relieve Orkin of its obligations under the Triple Guarantee and will permit Orkin, at its discretion, to terminate this Agreement with sixty (60) days written notice.

### IV. SERVICE SCHEDULE

- A. Orkin service representative shall service the Customer (service frequency):  1 Time  2 Times  4 Times per month  Other \_\_\_\_\_  
All areas requiring attention shall be treated as deemed necessary by Orkin.
- B. Orkin representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### V. TERMS AND PRICE INCREASES:

- A. This agreement shall be effective for a period of  1  2  3 years from the date hereof, and thereafter the term shall automatically renew for additional terms of one (1) year. This agreement can be cancelled by either party by giving written notice of termination at least 60 days prior to the end of the applicable term then in effect.
- B. For multiple year agreements, the service charge will not increase for two years after the initial treatment. Thereafter, and for all non-multiple year agreements, Orkin shall have the right to increase the service charges effective anytime after the anniversary date of the initial treatment.

### VI. PAYMENT

- A. The cost of the services described herein shall be \$ 1,163.00 plus tax of \$ 0.00 for the initial service and \$ 527.00 plus tax of \$ 0 per service thereafter for a period of (35) months. You will receive an invoice in the month serviced. Payment shall be due upon receipt of invoice.

### VII. MATERIALS

The materials used to control pests in and around Customer's premises shall be used in accordance with each product's label and specifications and in conformance with applicable Federal, State and Local laws and regulations.

### VIII. RELEASE AND LIMITATION OF LIABILITY:

- A. Customer expressly releases Orkin from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) unless caused by the gross negligence or willful misconduct of Orkin. The Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the services to be provided at the affected location(s).
- B. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

### IX. EQUIPMENT REPLACEMENT

- A. The Customer agrees to use the leased equipment or Orkin provided equipment (the "Equipment") in a proper manner and upon the cancellation of this Agreement to return the Equipment in good condition, usual wear and tear excepted. All Equipment (which includes rodent barrier equipment, air products, or insect light traps) that is damaged, lost or destroyed on the Customer's premises will be replaced and charged to the Customer. Charges will be in accordance with the current existing equipment costs, unless such loss or damage was caused by Orkin's own negligence. Orkin shall retain ownership of leased components.
- B. Upon termination of this Agreement for any reason, the Customer agrees to make the leased components available to Orkin. At Orkin's discretion, Orkin may in a lawful manner and without breach of the peace, enter upon the Customer's premises, take possession of and remove the leased components. Orkin will not be responsible for any damage to the Customer's property upon removal of the leased components except such damage solely caused by Orkin's negligence.

### PAYMENT SUMMARY

1. INITIAL SERVICE PAYMENT	
a. Initial / Start-up Service .....	\$ <u>1,163.00</u>
b. One-Time Charges .....	\$ _____
c. Product Sales .....	\$ _____
d. Sales Tax (if applicable) .....	\$ _____
TOTAL (1a + 1b + 1c + 1d) .....	\$ <u>1,163.00</u>
2. RECURRING SERVICE CHARGES	
a. Per Service Treatment Charge .....	\$ <u>527.00</u>
b. Sales Tax (if applicable) .....	\$ _____
TOTAL (2a + 2b) .....	\$ <u>527.00</u>
3. RECURRING LEASE SERVICE CHARGES	
a. Leased Component Charges .....	\$ _____
<input type="checkbox"/> Sconce <input type="checkbox"/> Standard <input type="checkbox"/> Industrial <input type="checkbox"/> AutoFresh <input type="checkbox"/> Actizyme: Odor Neutralizer <input type="checkbox"/> AirRemedy™ <input type="checkbox"/> AirRemedy Alpha <input type="checkbox"/> AirRemedy Beta <input type="checkbox"/> AirRemedy Gamma <input type="checkbox"/> AirSpa™ <input type="checkbox"/> AirSpa Alpha <input type="checkbox"/> AirSpa Beta <input type="checkbox"/> AirSpa Gamma <input type="checkbox"/> Other _____	
b. Sales Tax (if applicable) .....	\$ _____
TOTAL (3a + 3b) .....	\$ _____
INITIAL SERVICE INVESTMENT (Total of 1a, b,c,d + 3a + b) .....	\$ <u>1,163.00</u>
RECURRING SERVICE/LEASE PAYMENT (Total of 2+3) .....	\$ <u>527.00</u>
METHOD OF PAYMENT:	
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> PAYMENT OPTION FORM <input type="checkbox"/> P.O. # _____	

I have read and understand all the terms of this Agreement on the reverse side.

Michael Johnson                      6985895  
 Inspector Name (PRINT)              Employee ID # or Certification #  
 (608) 206-0577  
 Branch Telephone Number

2626 Larson Street  
 Branch Street Address  
 Lacrosse                                      WI                                      54603  
 City    State                                      Zip Code

8/10/23                                      8/10/23  
 Date    Date  
 Branch Management Signature              Customer's Signature

162181APP (rev 5.22)

OFFICE COPY

Customer Email: [streckd@cityoflacrosse.org](mailto:streckd@cityoflacrosse.org)



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 23-1002

---

**Agenda Date:** 9/7/2023

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution



Resolution authorizing increase in contract amount for Chippewa Concrete Services for construction services for Phase II (2) of River Point District.

#### Resolution

WHEREAS, Resolution #22-0918 allocated \$12,000,000 from Tax Increment District 18 for related street and infrastructure improvements for Phase II (2) of River Point District; and

WHEREAS, Resolution #22-1010 awarded the contract to Chippewa Concrete Services \$10,961,937.96 to for performance of the following public work for River Point District – Phase II (2) (Street & Utilities) which included \$238,062.04 in contingency funds; and

WHEREAS, road access to Lot 7 of the development was slated as a part of Phase III (3) but is now needed by the developer earlier in the construction schedule; and

WHEREAS, the most recent change order, change order #6, was received to move that project from Phase III (3) to Phase II (2) which created an increase in the overall cost of the contract above what was previously allocated through the above resolutions.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that allowable amount of the contract for Chippewa Concrete Services be increased to \$11,500,000, which is still within the amount allowable through Resolution #22-0918.

BE IT FURTHER RESOLVED by the Director of Engineering and Public Works, Director of Planning, Development and Assessment and the Director of Finance are hereby authorized to implement this resolution.



# ***CITY OF LA CROSSE***

400 La Crosse Street  
La Crosse, Wisconsin 54601  
(608) 789-CITY  
[www.cityoflacrosse.org](http://www.cityoflacrosse.org)

## **LEGISLATION STAFF REPORT FOR COUNCIL**

File ID                      Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 23-1059

---

**Agenda Date:** 9/7/2023

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Resolution

**Agenda Number:**

Resolution approving Agreement for Sanitary Sewage Conveyance and Treatment between the City of La Crosse and the City of La Crescent.

RESOLUTION

BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the attached Agreement for Sanitary Sewage Conveyance and Treatment between the City of La Crosse, Wisconsin and the City of La Crescent, Minnesota.

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

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

**AGREEMENT FOR SANITARY SEWAGE CONVEYANCE AND TREATMENT  
BETWEEN  
THE CITY OF LA CROSSE, WISCONSIN,  
AND  
THE CITY OF LA CRESCENT, MINNESOTA**

RECITALS

- A. Wisconsin Statutes § 66.0301 provides that Wisconsin municipalities, as defined in the statute, may contract with each other for the receipt or furnishing of services, or the joint exercise of any power or duty required or authorized by law.
- B. Wisconsin Statutes § 66.0303 provides that Wisconsin municipalities may also contract with municipalities of other states for the receipt or furnishing of services, or the joint exercise of any power or duty required or authorized by law.
- C. Minnesota Statutes § 471.59, subd. 10, provides that a governmental unit may enter into an agreement with another governmental unit to perform on behalf of that unit any service or function which the governmental unit providing the service or function is authorized to provide for itself.
- D. The City of La Crosse (“La Crosse”), a Wisconsin municipal corporation, and the City of La Crescent (“La Crescent”), a Minnesota municipal corporation, are municipalities located in or adjacent to La Crosse County, Wisconsin (hereafter referred to as “the greater La Crosse region”).
- E. La Crosse and La Crescent recognize that the advancement of the greater La Crosse region can best be accomplished through cooperation, collaboration, and coordination among the governmental bodies located in the greater La Crosse region, including La Crosse and La Crescent.
- G. La Crescent owns and operates a sanitary sewer collection system that provides sewer service within a designated area. La Crescent currently conveys its untreated sanitary sewage to the sewage system owned by La Crosse for purposes of treatment and disposal.
- H. La Crescent would like to expand the area in which it provides sanitary sewer service and would like to obtain treatment from La Crosse for this expanded service area, but to do so it must obtain La Crosse’s consent to discharge sewage from this larger service area to La Crosse.
- I. La Crosse is concerned that the provision and further expansion of sewer treatment and disposal service in La Crescent will increase development in La Crescent, increase the demand on other regional facilities and services available in and funded by La Crosse,

and exacerbate what La Crosse sees as a funding inequity with respect to the provision of regional facilities and services.

- J. La Crosse's willingness to consent to the expansion of La Crescent's sewer service area is conditioned on La Crescent's agreement to pay sewer rates determined based on the methodology set forth herein and to accept La Crosse's appropriation of excess sewer revenues to La Crosse's general fund.

## AGREEMENT

In consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt of which is acknowledged, La Crosse and La Crescent covenant and agree as follows.

### ARTICLE 1 DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings unless the context requires otherwise.

- 1.1 "Agreement" means this Intergovernmental Cooperation Agreement between the City of La Crosse, Wisconsin and the City of La Crescent, Minnesota, as may be amended or restated from time to time.
- 1.2 "Barron Island Force Main" means the force main owned by La Crosse that extends under the Mississippi River from the Junction Point on Barron Island to Riverside Park.
- 1.3 "Junction Point" means the point shown on Exhibit 1.4 as MH-13 where the La Crescent Force Main connects to the Barron Island Force Main.
- 1.4 "La Crescent" means the City of La Crescent, a body corporate and politic of the State of Minnesota, with a principal address of 315 Main Street, La Crescent, MN 55947, and its successors and assigns.
- 1.5 "La Crescent Customers" means the La Crescent Sewer Utility customers located within La Crescent's municipal limits.
- 1.6 "La Crescent Force Main" means the force main, including MH-13 as shown on Exhibit 1.4, owned by La Crescent that extends between the La Crescent Lift Station and the Junction Point.
- 1.7 "La Crescent Lift Station" means the lift station owned by La Crescent and located at the southeast corner of the junction of Highway 61 and South Chestnut Street in La Crescent

where sanitary sewage originating within La Crescent enters the La Crescent Force Main for conveyance to the La Crosse Sewer System.

- 1.8 “La Crescent Meter” means the wastewater meter located at the La Crescent Lift Station that measures the volume of sanitary sewage carried by the La Crescent Sewer System to the La Crosse Sewer System.
- 1.9 “La Crescent Service Area” means the area shown on Exhibit 3.1, as may be modified by the Parties from time to time.
- 1.10 “La Crescent Sewer System” means the sanitary sewer system owned and operated by La Crescent.
- 1.11 “La Crosse” means the City of La Crosse, a Wisconsin municipal corporation, with a principal address of 400 La Crosse Street, La Crosse, WI 54601, and its sewer utility.
- 1.12 “La Crosse Customers” means the La Crosse Sewer Utility customers located within La Crosse’s municipal limits.
- 1.13 “La Crosse Sewer Connection Fee Ordinance” means Section 46-82 of La Crosse’s Code of Ordinances, as may be revised from time to time in accordance with Section 6.7. A current copy of the ordinance is attached hereto as Exhibit O-1.
- 1.14 “La Crosse Sewer System” means the sanitary sewer system owned and operated by La Crosse.
- 1.15 “La Crosse Sewer Utility” means the sewer utility operated by La Crosse.
- 1.16 “La Crosse WWTP” means the Isle La Plume wastewater treatment plant owned and operated by La Crosse.
- 1.17 “La Crosse’s Code of Ordinances” means La Crosse’s code of ordinances in effect as of the date of this Agreement, and all amendments thereto subsequently adopted by the La Crosse Common Council.
- 1.18 “La Crosse’s Sewer Utility Reserve Policy” means the reserve policy in effect as of the date of this Agreement, and all amendments thereto subsequently adopted by the La Crosse Common Council for operating, debt, equipment replacement fund, and capital improvement fund reserves consistent with prudent utility practice.
- 1.19 “Party” means La Crosse and La Crescent individually. “Parties” mean La Crosse and La Crescent jointly.

- 1.20 “REC” means residential equivalent connection. One REC represents the estimated average volume of wastewater discharged by an average residential user to the La Crosse Sewer System.
- 1.21 “ROI” means return on investment.
- 1.22 “Significant Industrial Users” has the meaning given to that term in La Crosse’s Code of Ordinances, related to wastewater.
- 1.23 “TAC” means the Technical Advisory Committee established under Article 14.
- 1.24 “Undesignated Reserve Funds” means those funds of the La Crosse Sewer Utility that are in excess of the amounts required under La Crosse’s Sewer Utility Reserve Policy.
- 1.25 “Wholesale Volumetric Rate” means La Crosse’s volumetric rate to La Crescent as determined in accordance with Article 5 of this Agreement.

ARTICLE 2  
AUTHORIZED DISCHARGE

- 2.1 Discharge to La Crosse Sewer System Authorized. During the term of this Agreement, La Crescent is authorized to and shall discharge sewage from the La Crescent Service Area only to the La Crosse Sewer System and shall not obtain sanitary sewage treatment and disposal service from a source other than La Crosse, unless La Crosse refuses or is unable to provide sanitary sewage treatment and disposal service.
- 2.2 Connection Points to La Crosse Sewer System. La Crescent is authorized to discharge sewage from the La Crescent Sewer System to the La Crosse Sewer System at the following connection points:
  - a. Junction Point on Barron Island.

La Crescent is not authorized to discharge sewage originating within La Crescent to the La Crosse Sewer System at any other point unless this Agreement is amended to authorize such discharge.

- 2.3 No Obligation to Serve Beyond this Agreement.
  - 2.3.1 The Parties agree that La Crosse’s obligation to provide La Crescent with sanitary sewage treatment and disposal service is strictly limited to the provisions of this Agreement and that La Crosse has no obligation to provide La Crescent with service beyond the provisions of this Agreement. La Crescent agrees that it shall not allege, contend or argue in any future proceeding that La Crosse has an obligation to provide sanitary sewer service to La Crescent beyond the express provisions of this Agreement.



- 2.3.2 Section 2.3.1 shall not be construed to limit any statutory rights under Wisconsin law that La Crescent may have to obtain sewage treatment from the La Crosse WWTP at the termination of this Agreement.

ARTICLE 3  
LIMITS ON DISCHARGE

- 3.1 Service Area Limit. La Crescent shall only discharge wastewater generated from areas that are within both (i) La Crescent's municipal boundaries, and (ii) the La Crescent Service Area to the La Crosse Sewer System shown on Exhibit 3.1.
- 3.2 Discharge Limits. Flow from the La Crescent Sewer System shall not exceed the discharge limits established in Exhibit 3.2.
- 3.3 Strength of Wastewater.
- 3.3.1 *Discharge Not to Exceed Domestic Strength.* The sewage discharged from the La Crescent Sewer System to the La Crosse Sewer System shall not exceed domestic strength as defined by La Crosse's Code of Ordinances for La Crosse Customers.
- 3.3.2 *Sampling.* La Crescent shall sample and analyze sewage flow from La Crescent and provide this information to La Crosse. Samples shall be analyzed for the following constituents: BOD, TSS, NH<sub>3</sub>-N, phosphorus, and metals (Cadmium, Chromium, Copper, Lead, Manganese, Nickel, Silver, Zinc, and low level Mercury). Once composite testing is available, samples shall be taken on a flow-proportional, composite basis. Sampling shall occur two (2) times a year over five (5) consecutive days in June and five (5) consecutive days in October. La Crosse may require that fixed sample frequency be increased based on sample data. La Crosse may also require La Crescent to conduct additional sampling to determine compliance with discharge limits or for the purpose of current or future regulatory compliance. La Crosse shall also have access to the La Crescent Sewer System for sampling purposes and shall have the right to conduct its own sampling of the sewage discharged from the La Crescent Sewer System to the La Crosse Sewer System.
- 3.3.3 *Right to Require Pretreatment.* Based on sampling data from La Crescent's flow, La Crosse reserves the right to require La Crescent to install pretreatment to reduce future loadings to the La Crosse Sewer System to meet the requirements of subsection 3.3.1.
- 3.3.4 *Compliance with La Crosse Ordinances.* All wastewater from the La Crescent Sewer System entering the La Crosse Sewer System shall be subject to all provisions of La Crosse's Code of Ordinances pertaining to sewers and sewerage that are applicable to La Crosse Customers.

3.4 Prohibition on Certain Discharges.

3.4.1 *Trucked Waste.* No septic tank waste, seepage pit wastes, grease-trap wastes, or any trucked liquid wastes shall be deposited into the La Crescent Sewer System by persons engaged in the business of cleaning, pumping or hauling of the same. All trucked wastewater shall be disposed of in accordance with applicable State, Federal and local regulations.

3.4.2 *Clear Water.* La Crescent shall not permit clear water discharge from drain tile, rainwater, any surface water conduits, or any other clear water source to be connected with or discharged into the La Crescent Sewer System.

3.4.3 *Wastewater from Other Entities.* La Crescent shall not carry or transport wastewater from any property outside of the La Crescent municipal boundaries.

3.5 Requirements for Significant Industrial Users. La Crosse may require Significant Industrial Users, including Significant Industrial Users in La Crescent, to obtain discharge permits, and to comply with the provisions of those discharge permits, including payment of fees to the La Crosse Sewer Utility. Permit fees and laboratory analysis fees charged to Significant Industrial Users in La Crescent shall be the same as those charged to comparable Significant Industrial Users in La Crosse, plus a 50% surcharge on the permit fee. Service to any such Significant Industrial User shall require prior approval from the La Crosse Sewer Utility.

3.6 Exceeding Limits on Discharge.

3.6.1 *Notification of Unauthorized Discharge.* La Crescent shall notify La Crosse immediately of the occurrence of any discharge in violation of this Article 3, the details of the discharge, and the action taken or proposed to be taken by La Crescent with respect thereto.

3.6.2 *Moratorium on Additional Extensions or Connections.* If La Crescent exceeds a discharge limit in violation of Section 3.2 or subsection 3.3.1, La Crescent shall allow no additional sewer main extensions or customer connections to the La Crescent Sewer System until La Crescent satisfactorily demonstrates to La Crosse that modifications have been made to La Crescent Sewer System facilities or operations to prevent La Crescent from exceeding the discharge limits in the future. This moratorium is not triggered by a discharge authorized by La Crosse under subsection 3.6.3.

3.6.3 *Authorization and Acceptance of Discharges in Excess of Discharge Limits.* La Crosse may authorize and accept an unauthorized discharge from La Crescent for a limited period if La Crosse reasonably believes that no serious harm or adverse effects will result. Any such discharge must be authorized by La Crosse in advance of the discharge and must be for a limited period. La Crescent may orally request such authorization,

and La Crosse's Utility Manager may grant such authorization orally. La Crosse's Utility Manager will confirm an oral authorization, including the duration of the authorization, with the La Crosse Public Works Committee. If the La Crosse Public Works Committee objects to the authorization, the Utility Manager will convey such objection, in writing, to La Crescent and La Crescent shall immediately cease the discharge.

- 3.6.4 *Payment of Costs for Exceeding Discharge Limits.* If La Crescent discharges sewage from the La Crescent Sewer System to the La Crosse Sewer System in excess of the discharge limits of this Article 3, La Crosse shall charge La Crescent for any fine, penalty or forfeiture incurred by La Crosse, and may charge La Crescent for any cost incurred by La Crosse (including without limitation, for employees, equipment or materials) as a result of such discharge. La Crosse shall provide a fully itemized invoice to La Crescent and the invoice shall be due as provided in Section 5.7. The receipt of authorization under subsection 3.6.3 does not eliminate La Crescent's obligation to make the payment required by this subsection 3.6.4.

#### ARTICLE 4 MEASUREMENT OF FLOW

- 4.1 Flow Measurement. The volume of flow from the La Crescent Sewer System discharging into the La Crosse Sewer System shall be measured at the La Crescent Meter.
- 4.2 La Crescent Meter. La Crescent shall furnish the La Crescent Meter, at its cost, to accurately measure the flow that the La Crescent Sewer System conveys to the La Crosse Sewer System. La Crescent shall maintain, service, repair, and replace the La Crescent Meter at its cost. If the La Crescent Meter is replaced or modified, meter installation or modification plans must be submitted to the La Crosse Sewer Utility for review and approval.
- 4.3 Calibration of La Crescent Meter. The La Crescent Meter shall be calibrated by a competent technician not less than once annually. La Crescent shall pay all expenses related to the calibration. La Crescent shall provide La Crosse with notice of the calibration, at least two (2) working days prior to the time of calibration, so that La Crosse may have a representative present during the calibration. La Crescent shall provide La Crosse with documentation of the technician's credentials and the results of such annual calibration within ten (10) days after the completion of the calibration.
- 4.4 Failure to Maintain La Crescent Meter. In the event La Crescent fails to maintain the La Crescent Meter in good and accurate working condition or fails to have the annual calibration performed, La Crosse may maintain and calibrate such meter, and charge the expenses related to such maintenance and calibration to La Crescent, which expense La Crescent agrees to pay. If replacement of the La Crescent Meter is prudent and La Crescent fails to replace the La Crescent Meter, La Crosse may replace such meter, and charge the expense related to such meter replacement to La Crescent, which expense La

Crescent agrees to pay. La Crosse shall bill its costs for meter maintenance, calibration, and replacement to La Crescent and the bill shall be due as provided in Section 5.7.

- 4.5 Access to La Crescent Meter. La Crosse shall have access to the La Crescent Meter, upon request, for purposes of periodically inspecting the meter.
- 4.6 Reading of La Crescent Meter. La Crescent shall download meter readings at least weekly. Meter readings shall be sent to La Crosse monthly within seven (7) days after the end of the month and shall include total monthly flow, total daily flow, and daily maximum and minimum flow as measured on a time interval of 15-minutes or less. If La Crosse chooses, it may read the La Crescent Meter itself. La Crosse shall have regular access to the La Crescent Meter for purposes of reading the meter. If the La Crescent Meter does not contain equipment enabling the collection of the required data on a time interval of 15-minutes or less, such equipment shall be installed by La Crescent at its cost within twelve (12) months of the effective date of this Agreement.
- 4.7 Metering Disputes. In the event that either La Crosse or La Crescent believes that the sewage flow has been inaccurately metered resulting in over billing or under billing under Article 5, the objecting Party shall give notice to the other Party in writing of its objection. The Parties shall cooperate to determine the existence and extent of the alleged meter inaccuracy and the overbilling or underbilling. If a meter is determined to be inaccurate, an adjustment shall be made in charges for such meter inaccuracies extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half of the time elapsed since the last date of calibration. If the Parties are unable to agree upon the adjustment to be made in charges for meter inaccuracies, the Parties shall resolve the dispute in accordance with Article 13.
- 4.8 Retention of Meter Reading Data. All meter reading raw data shall be retained by La Crescent for three (3) years. If the La Crescent Meter does not contain equipment enabling the electronic downloading and retention of meter readings, such equipment shall be installed by La Crescent at its cost within twelve (12) months of the effective date of this Agreement.

## ARTICLE 5

### LA CROSSE RATES; BILLING

- 5.1 2020 and 2021 Wholesale Volumetric Rate. The Wholesale Volumetric Rate to La Crescent for 2020 and 2021 will be \$ 1,970.00 per million gallons.
- 5.2 Wholesale Volumetric Rate Beginning in 2022. The Wholesale Volumetric Rate for 2022 will be established based on a rate study that determines the revenue requirement for the La Crosse Sewer Utility using the utility-basis approach. Under the utility-basis approach, the revenue requirement for the La Crosse Sewer Utility shall include

operation and maintenance expenses, depreciation expense and a return on rate base. La Crosse shall not include in its revenue requirement a rate of return for contracted wholesale customers that is higher than the greater of (i) the benchmark rate of return established by the Public Service Commission of Wisconsin for municipal water utilities; or (ii) the rate of return charged to La Crosse Customers for the La Crosse WWTP. La Crosse also agrees that it shall not include in its revenue requirement a rate of return for contracted wholesale customers that is more than 2% higher than the rate of return charged to La Crosse Customers for the La Crosse WWTP. La Crosse may charge La Crosse Customers a different rate of return on the La Crosse collection system than it charges on the La Crosse WWTP. The Wholesale Volumetric Rate established under this Section will remain in effect until changed in accordance with Section 5.3 or 5.4.

- 5.3 Rate Changes. La Crosse may revise the Wholesale Volumetric Rate established for La Crescent under Section 5.2 only after preparing a new rate study that follows the methodology described in Section 5.2. This Section does not apply to cost of living rate adjustments covered by Section 5.4.
- 5.4 Cost of Living Adjustments. Cost of living rate adjustments may be made without completing a new rate study if the same percentage increase is applied to both the volumetric rate charged to La Crosse Customers and the Wholesale Volumetric Rate. Cost of living increases, if made, shall not be greater than the nearest whole percent above the increase in the Consumer Price Index (CPI), All Urban Consumers, U.S. city average. The CPI shall be based on the increase over the period from June to June, with the rate increase being effective January 1 of the year following the June to June period.
- 5.5 Sewer Charges. La Crosse's sewer charges to La Crescent shall equal:
- a. the flow measured by the La Crescent Meter;
  - b. multiplied by the Wholesale Volumetric Rate;
  - c. with the invoice for January service adjusted as provided in Section 8.1, if applicable.
- 5.6 Billing. La Crosse will bill La Crescent quarterly on or about the tenth (10<sup>th</sup>) day of the month following the end of the quarter for the cost of sewage handling and treatment. La Crosse may elect to bill La Crescent monthly after providing La Crescent with one (1) year's written notice of its intent to change to monthly billing.
- 5.7 Due Date. Invoices shall be due and payable within forty-five (45) days of the date of the invoice. If an invoice is not fully paid within forty-five (45) days, the unpaid balance shall be subject to interest at the rate of one and one-half percent (1.5%) per month.

## ARTICLE 6

## CONNECTIONS TO LA CRESCENT SEWER SYSTEM; REGULATIONS ON USE

- 6.1 Sewer Main Extensions within La Crescent. Sewer main extensions may be made by La Crescent within La Crescent's municipal boundaries, provided such main extensions are also within the La Crescent Service Area shown on Exhibit 3.1.
- 6.2 La Crosse Approval of Plans. All plans for sewer main extensions, new lift stations or new forcemains within La Crescent, and any major sewer, forcemain, or lift station replacement or renovation within La Crescent must be submitted to the La Crosse Sewer Utility and the La Crosse City Engineer, and be approved by the La Crosse City Engineer. The La Crosse Sewer Utility shall promptly notify La Crescent in writing of the La Crosse City Engineer's approval or disapproval and the reason for any disapproval. Any disapproval must be based upon a reasonable determination of the lack of sufficient contracted capacity for flow, load, or strength, the lack of sufficient downstream capacity in La Crosse's collection system, or other substantial engineering consideration related to La Crescent's proposed construction or extension.
- 6.3 Plumbing. All plumbing on or connecting to the La Crescent Sewer System shall be installed in compliance with the Minnesota State Plumbing Code. La Crescent shall have a qualified building official who shall inspect all connections to the mains, keep records of all connections by measurements from manholes and inspect all inside plumbing. La Crosse reserves the right to inspect all mains, connections, premises and records in order to ascertain compliance with all contracts, agreements, rules, and regulations, and accuracy of such records.
- 6.4 Application of La Crosse's Code of Ordinances. La Crescent shall by ordinance require all La Crescent Customers, including industrial and commercial users, to conform and comply with the provisions of La Crosse's Code of Ordinances related to wastewater and sewerage that are applicable to La Crosse Customers in order to protect the La Crosse Sewer System, and to comply with all applicable governmental laws, orders, or directives. All La Crescent Customers shall be subject to all La Crosse ordinances related to wastewater and sewerage that are applicable to La Crosse Customers, along with the provisions of all applicable governmental laws, orders and directives pertaining to wastewater.
- 6.5 Authority to Inspect. La Crosse shall have the same right to enter and inspect the premises of La Crescent Sewer System users as it has under Chapter 46 of La Crosse's Code of Ordinances to enter and inspect the premises of La Crosse Customers.
- 6.6 Enforcement. If La Crosse determines from any such inspection or survey under Section 6.5 that any wastewater entering the La Crescent Sewer System is in apparent violation of La Crosse's Code of Ordinances, the user and La Crescent shall be notified in writing of such condition and be requested to cease and desist within a period of forty-five (45) days after receipt of such notice, except where the discharge, as determined by the La

Crosse Public Works Committee or their designated representative, poses an immediate threat to the La Crosse Sewer System, in which case the user and La Crescent shall be requested to immediately halt the discharge causing or contributing to the immediate threat. If there is a failure on the part of the user and/or La Crescent to take corrective action within said forty-five (45) days or shorter period, La Crosse shall have the right to take any and all lawful measures, including court action for equitable or injunctive relief, forfeitures under La Crosse's Code of Ordinances, and termination of service or the right to use the La Crosse Sewer System.

6.7 Sewer Connection Fee.

6.7.1 *Connection Fee for New Connections.* La Crescent shall pay La Crosse a sewer connection fee for each property that connects to the La Crescent Sewer System after the effective date of this Agreement. Such Sewer Connection Fee shall be no greater than the fee charged to similarly situated La Crosse Customers.

6.7.2 *Connection Fee Charge Per REC.* Sewer connection fees shall be determined on a per REC basis. Each single-family residential property is one REC. All other uses shall be assigned RECs based upon estimated usage compared to that of an average residential user. For each new non-single-family residential connection, La Crescent shall prepare and submit a usage estimate for review and approval by La Crosse.

6.7.3 *Amount of Connection Fee Per REC.* The sewer connection fee per REC to be paid by La Crescent shall be the same as the sewer connection fee per REC to be paid by La Crosse residents. The amount of the sewer connection fee per REC shall be established as provided in the La Crosse Sewer Connection Fee Ordinance.

6.7.4 *Notification of Connections and Payment of Fees.* La Crescent shall provide La Crosse a copy of every permit issued by La Crescent for each sewer connection from new properties or areas connecting to the La Crescent Sewer System. Within ten (10) days after each connection is completed, La Crescent shall provide La Crosse with a copy of the inspection report of the connection along with payment of the applicable sewer connection fee for the property.

6.7.5 *Failure to Timely Pay Connection Fee.* If a sewer connection fee is not timely paid as required by subsection 6.7.4, the unpaid sewer connection fee shall be subject to interest at the rate of one and one-half percent (1.5%) per month.

ARTICLE 7

MAINTENANCE OF LA CRESCENT SEWER SYSTEM

7.1 Maintenance of La Crescent Sewer System. La Crescent shall pay all costs associated with maintaining, operating, and replacing the La Crescent Sewer System. The costs shall be included in La Crescent's sewer utility budget and reflected in the La Crescent

sewer rates. There shall be no cost to La Crosse for replacement of La Crescent Sewer System facilities.

- 7.2 Infiltration and Inflow. La Crescent shall, at its expense, reduce excessive infiltration and inflow into the La Crescent Sewer System. For purposes of this Agreement, excessive infiltration and inflow means the quantities of infiltration and inflow which can be economically eliminated from a sewerage system by rehabilitation, as determined in a cost effectiveness analysis that compares the costs of correcting the infiltration and inflow conditions to the total cost for transportation and treatment of the infiltration and inflow. La Crosse may conduct the analysis to determine whether infiltration and inflow into the La Crescent Sewer System is excessive. If La Crosse finds that infiltration and inflow is excessive, La Crescent shall reimburse La Crosse for the cost of the analysis.

#### ARTICLE 8 BARRON ISLAND FORCE MAIN

- 8.1 Maintenance of Barron Island Force Main. La Crosse shall maintain and repair the Barron Island Force Main, with La Crescent paying eighty-five percent (85%) of the full maintenance and repair cost, and La Crosse paying fifteen percent (15%) of the full maintenance and repair cost. La Crescent's portion of the cost of maintaining and repairing the Barron Island Force Main shall be calculated annually and added to La Crosse's invoice to La Crescent for January treatment service.
- 8.2 Replacement of Barron Island Force Main. The Parties agree that in the event the Barron Island Force Main fails and must be replaced, the Parties will share in the full cost of replacement. The Parties agree to divide replacement costs between the Parties in proportion to each Party's anticipated flow volume in the Barron Island Force Main. Failure of the Barron Island Force Main is defined as any condition or situation that renders the Barron Island Force Main completely unusable.
- 8.3 Supplemental Force Main. When it is the reasonable opinion of La Crosse that the Barron Island Force Main volume will be exceeded, then La Crescent shall construct and maintain a supplemental force main at its sole cost and expense.

#### ARTICLE 9 RECIPROCAL OBLIGATIONS

- 9.1 Access to Records.
- 9.1.1 *La Crosse Utility Records*. La Crosse shall provide La Crescent access to all La Crosse records on sanitary sewer flow, sewer utility income and expenses, sewer utility reserve funds, and other financial records relative to the La Crosse Sewer Utility's operations,



subject to any limitations imposed by Wisconsin's Public Records Law, secs. 19.31 to 19.39, Wis. Stats., on the right to access all or any part of the records.

- 9.1.2 *La Crescent Records.* La Crescent shall provide La Crosse access to all La Crescent's records on sanitary sewer flow, sewer utility income and expenses, sewer utility reserve funds, and other financial records relative to operation of La Crescent's Sewer System.
- 9.2 Public Records Law. La Crosse is subject to the Public Records Law of the State of Wisconsin. As such, except as otherwise provided in this Agreement, each Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Each Party agrees to assist a Party who receives a public record request pertaining to this Agreement ("Receiving Party") to comply with such public records request. Additionally, each Party agrees to indemnify and hold harmless a Receiving Party, 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 the indemnifying Party's actions or omissions which contribute to the Receiving Party's inability to comply with the Public Records Law. This provision shall survive the termination of this Agreement.
- 9.3 Insurance. La Crosse and La Crescent shall each maintain insurance policies or maintain self-insurance programs of the kinds and in the amounts which are customarily carried or maintained by local governments operating wastewater collection and treatment systems. Each Party shall provide the other with proof of such insurance coverage upon request.
- 9.4 Notification of Certain Discharges. Each Party shall be solely responsible for notifying applicable state governmental agencies of a discharge to or from its wastewater system in violation of federal or state law, or its wastewater discharge permit. If a Party provides a state governmental agency with notice under this Section, it shall notify the other Party of the notice and provide details of the discharge covered by the notice.
- 9.5 Capacity, Management, Operation, and Maintenance Programs. La Crescent shall be solely responsible for implementing and maintaining a capacity, management, operation, and maintenance program for the La Crescent Sewer System that meets the requirements of Wis. Admin. Code NR 210.23. La Crescent shall provide a copy of a written program and an annual self-audit to La Crosse. La Crosse shall not be responsible for implementing or maintaining a capacity, management, operation, and maintenance program for the La Crescent Sewer System. La Crosse shall be solely responsible for implementing and maintaining a capacity, management, operation, and maintenance program for the La Crosse Sewer System that satisfies the requirements of Wis. Admin. Code NR 210.23.

- 9.6 Metropolitan Sewerage District. Each Party shall oppose the establishment of a metropolitan sewerage district or any similar joint wastewater authority to provide sewer service to all or any part of (i) La Crosse, or (ii) the portion of La Crescent eligible to receive sewer service under Section 3.1, unless both Parties mutually agree in writing to support the establishment of the district or authority.

ARTICLE 10  
FORCE MAJEURE

- 10.1 Force Majeure. In case by reason of Force Majeure any Party is rendered unable wholly or in part to carry out its obligations under this Agreement, then if such Party gives notice and full particulars of such Force Majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligations of the Party giving such notice, so far as it is affected by such Force Majeure shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. Notwithstanding any Force Majeure, La Crescent shall remain responsible for any costs incurred by La Crosse under subsection 3.6.4. The term Force Majeure means acts of God, acts of public enemy, orders of any kind of Governmental Authorities, or of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, or pipelines, partial or entire failure of wastewater treatment, or inability on the part of a Party to receive or convey wastewater hereunder, on account of any other causes not reasonably within the control of the Party claiming such inability.

ARTICLE 11  
NOTICES

- 11.1 Written Notice Required. Unless otherwise provided in this Agreement, any notice, demand or other communication required or permitted under this Agreement shall be given in writing and delivered personally, by courier, by U.S. Mail or commercial delivery service.
- 11.2 Effective Date of Notice. Notice provided under this Agreement shall be deemed effective: (i) when personally delivered; (ii) three (3) days after deposit with the United States Postal Service, postage prepaid, certified, return receipt requested; or (iii) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the Party or person intended, at the address provided in accordance with Section 11.3.

- 11.3 Address for Notices. Notices to a Party shall be provided to its respective address set forth below, or at such other address as may from time to time be designated by such Party to the others in accordance with this Article 11:

If to La Crosse:

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

With a copy to:  
Attn. La Crosse Attorney  
City of La Crosse  
400 La Crosse Street  
La Crosse, WI 54601

If to La Crescent:

Attn: La Crescent City Administrator  
City of La Crescent  
315 Main Street  
La Crescent, MN 55947

With a copy to:  
Attn. Skip Wieser  
Wieser Law Office, P.C.  
33 South Walnut Street, Suite 200  
La Crescent, MN 55947

ARTICLE 12  
EFFECTIVE DATE; TERM

- 12.1 Effective Date. This Agreement shall become effective upon the date of execution of this Agreement by both La Crosse and La Crescent.
- 12.2 Term. This Agreement shall extend from the effective date through December 31, 2041. The Agreement may be extended for further subsequent terms upon the written consent of both Parties.
- 12.3 Negotiation Prior to End of Term. Provided no event of default by La Crescent under this Agreement is outstanding or uncured, the Parties agree to enter into good faith

negotiations no later than March 1, 2035 to discuss an extension or replacement agreement.

ARTICLE 13  
DISPUTE RESOLUTION

- 13.1 Dispute Resolution. A dispute or controversy between La Crosse and La Crescent regarding any matter relating to this Agreement shall be resolved in accordance with this Article except as otherwise provided in this Agreement.
- 13.2 Notice of Dispute and Initial Meeting. If a dispute or controversy arises and exists regarding any matter relating to this Agreement, either Party may send a written notice to the other Party identifying the nature and underlying facts of the dispute. Within thirty (30) days of the date written notice is delivered, a meeting between the Parties shall be held to attempt in good faith to negotiate a resolution of the dispute or controversy. This Section is intended by the Parties to waive any respective statutory right to further notice. Such waiver, however, shall not constitute a waiver of any applicable damage cap, liability cap, or immunities contained in applicable state law.
- 13.3 Mediation. If the Parties have not succeeded in resolving the dispute or controversy at the initial meeting or subsequent meetings scheduled by mutual agreement, or if the Parties have not held an initial meeting within thirty (30) days after the date of delivery of the written notice, the Parties may choose to proceed to mediation in accordance with this Section. The Parties shall jointly appoint a mutually acceptable neutral person not affiliated with either of them (the “Mediator”) to conduct the mediation. The Mediator shall have a minimum of ten (10) years of experience in the subject matter of the dispute or controversy. The fees of the Mediator shall be shared equally by the Parties. If the Parties are unable to agree upon the selection of a Mediator within twenty (20) days after the initial meeting, or if no initial meeting was held, within fifty (50) days after the delivery of the written notice required by Section 13.2, the Parties shall either request that the La Crosse County Circuit Court select the Mediator or, in the alternative, proceed with other forms of dispute resolution. If the La Crosse County Circuit Court is to select the Mediator, the Parties agree that the Mediator selected shall be a Wisconsin professional with a minimum of ten (10) years of experience in the subject matter of the dispute or controversy, and that the selected Mediator need not be an attorney.

In consultation with the Parties, the Mediator will select or devise the mediation procedure to be held in La Crosse County, Wisconsin, by which the Parties will attempt to resolve the dispute or controversy. In consultation with the Parties, the Mediator will also select a date and time for the mediation and a date by which the mediation will be completed.

The Parties shall participate in good faith in the mediation to its conclusion as designated by the Mediator. If the Parties are not successful in resolving the dispute or controversy through the mediation, the dispute may be resolved by litigation or other appropriate means.

- 13.4 Costs. Except as expressly provided in this Agreement, each Party shall bear its own costs associated with dispute resolution, including attorneys' fees and litigation expenses.

#### ARTICLE 14 TECHNICAL ADVISORY COMMITTEE

- 14.1 Establishment of Technical Advisory Committee. As a vehicle for sharing information and providing recommendations on issues related to the provision of wastewater treatment services to wholesale customers, a TAC is established. The role of the TAC is advisory in nature and no action of the TAC may alter any term of a wholesale treatment agreement.
- 14.2 Membership. The TAC consists of the La Crosse Utilities Manager, the La Crosse Director of Public Works, and one representative from each community that has signed a current wholesale wastewater treatment agreement with La Crosse containing a provision allowing its participation in the TAC. Each TAC member may designate an alternate representative. The La Crosse Utilities Manager shall serve as the Chair of the TAC.
- 14.3 TAC Meetings. The TAC will meet at least once annually to communicate with and make recommendations to the La Crosse Utilities Manager regarding matters relating to La Crosse's provision of wastewater treatment services to wholesale customers. The La Crosse Utilities Manager will prepare the meeting agenda and provide notice of the meeting to all TAC representatives.
- 14.4 TAC Staffing. La Crosse Sewer Utility staff will provide staff support to the TAC and will be responsible for keeping the official records.
- 14.5 Input on Operating Practices. The TAC will recommend to the La Crosse Utilities Manager wastewater system operating practices to enhance the efficiency, reliability, and cost-effectiveness of the collection, transmission, treatment and disposal of wastewater provided under this Agreement. These operating practices may address issues such as, but not necessarily limited to, forecasting seasonal demands, forecasting peak demands, managing the system to minimize the impact of peak demand periods, security, and emergency management. Upon receipt of the TAC's recommendations, the La Crosse Utilities Manager may adopt the operating practices recommendations, with such alterations as he or she deems necessary or advisable.

- 14.6 Input on La Crosse Sewer Utility’s Capital Improvement Program. The La Crosse Sewer Utility will share with the TAC its proposed capital projects for funding and its proposed schedule for completing the capital projects. The TAC will be provided an opportunity to present to the La Crosse Sewer Utility suggestions and recommendations for specific capital projects, for improvements in the capital planning and financing process, and for changes to La Crosse Sewer Utility’s proposed capital improvement plan.
- 14.7 Input on La Crosse Sewer Utility’s Operation and Maintenance Budget Requests. The La Crosse Sewer Utility will share with the TAC information on the development of its yearly operation and maintenance budget requests and the proposed expenses to be incurred to serve the participating wholesale customers. The TAC will be provided an opportunity to present to the La Crosse Sewer Utility suggestions and recommendations for the yearly operation and maintenance budget and the proposed expenses to be incurred to serve the participating wholesale customers.
- 14.8. Budget Reports. At each TAC meeting, the La Crosse Utilities Manager will report to the TAC on the status of the La Crosse Sewer Utility’s adopted capital improvement plan and current budget, the status of budget preparations for the upcoming fiscal year, and any particular budgetary issues or concerns related to that part of the wastewater treatment system used to serve the wholesale customers.
- 14.9 Input on Utility Rates. The La Crosse Sewer Utility will provide the TAC with timely notification of proposed changes in rates, charges, and rate design and an opportunity for the TAC to evaluate and comment on such proposals before they are presented to the La Crosse Common Council.
- 14.10 Protection of Confidential Information. Information submitted to or produced by the TAC or otherwise exchanged by La Crosse and its wholesale customers may include documents related to the vulnerability or security of wastewater treatment and collection systems. In order to participate in the TAC, TAC members must agree that if a TAC member receives a public document request for such information, the TAC member receiving that request shall, prior to release of any documents, expeditiously notify the entity about whose system information is sought and shall, in addition, assert all applicable exemptions to release of the documents available under Wisconsin’s Public Records Law.

#### ARTICLE 15

#### PAYMENTS FROM UNDESIGNATED RESERVE FUNDS TO CITY OF LA CROSSE

- 15.1 Undesignated Reserve Funds. The La Crosse Sewer Utility may make payments to the City of La Crosse from the Undesignated Reserve Funds of the La Crosse Sewer Utility, pursuant to and in accordance with Wis. Stat. § 66.0811(3) and 66.0821(2)(b). Funds reserved in accordance with La Crosse’s Sewer Utility Reserve Policy shall not be included as Undesignated Reserve Funds. The City of La Crosse agrees to adopt a sewer

utility reserve policy that establishes reserves for operating expenses, debt service, an equipment replacement fund, and capital improvements.

- 15.2 Appropriation of Excess Sewer Revenues to City of La Crosse. Starting on January 1, 2022, the City of La Crosse may appropriate excess sewer revenues from the Undesignated Reserve Funds of the La Crosse Sewer Utility. The City of La Crosse intends to use appropriated excess sewer revenues as allowed by law.
- 15.3 No Challenge to Payments. La Crescent shall not challenge (and waives any right to challenge) any payments made under this Article 15 to the City of La Crosse from the Undesignated Reserve Funds of the La Crosse Sewer Utility.
- 15.4 Impact of Termination. La Crosse's willingness to provide wastewater treatment services under this Agreement is conditioned on the continued applicability of this Article 15. Notwithstanding Section 16.7, if this Article 15 is invalidated for any reason, then this Agreement shall also terminate.

ARTICLE 16  
MISCELLANEOUS

- 16.1 Recitals. The Parties confirm and ratify the statements and commitments contained in the Recitals. The Recitals are incorporated and made a part of this Agreement.
- 16.2 Agreement Supersedes Prior Agreements. This Agreement replaces all former agreements between La Crosse and La Crescent related to the treatment and disposal of sewage, including but not limited to the Agreement for Sanitary Sewer Conveyance and Treatment dated January 11, 2007, and the Agreement for the Design, Construction and Maintenance of Sanitary Sewer Force mains dated February 8, 2007.
- 16.3 Modification of this Agreement. This Agreement shall be amended only by formal written supplementary amendment executed by the Parties unless otherwise provided in this Agreement. No oral amendment of this Agreement shall be given any effect.
- 16.4 Mutual Cooperation. Each Party agrees to provide information to assist the other in obtaining the governmental permits necessary for the receipt and provision of wastewater conveyance and treatment service in accordance with this Agreement.
- 16.5 Non-Assignability. No assignment or transfer of this Agreement shall be made by La Crescent or La Crosse without the prior written agreement of the other Party. This Agreement shall be binding on the heirs, successors, and assigns of each Party.
- 16.6 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.

- 16.7 Severability. Except as provided by Section 15.4, the provisions of this Agreement are severable. Except as provided by Section 15.4, 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.
- 16.8 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 or Parties hereto but the obligation of such other Party with respect to such future performance shall continue in full force and effect.
- 16.9 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.
- 16.10 Jury Trial Waiver. The Parties 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 authorized to file a copy of this Section in any proceeding as conclusive evidence of this waiver by the other Party.
- 16.11 References to Laws. Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations shall include such laws, ordinances, rules, or regulations as they may be amended or modified from time to time hereafter.
- 16.12 Compliance with Law. The Parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.
- 16.13 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 Parties 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.

- 16.14 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.
- 16.15 Authority to Sign. 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.
- 16.16 Execution of Agreement. Each Party shall sign and execute this Agreement on or before sixty (60) days of its approval by the La Crosse Common Council, and failure to do so will render the approval of the Agreement by the La Crosse Common Council null and void unless otherwise authorized.
- 16.17 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties.
- 16.18 Survival. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 16.19 Condition Precedent. The Parties' obligations to perform under this Agreement are conditioned upon obtaining the Wisconsin Attorney General's approval of this Agreement in accordance with Wis. Stat. § 66.0303(3)(a).

#### ARTICLE 17

#### NO CHALLENGE TO VALIDITY OF AGREEMENT

- 17.1 No Challenges to the Validity or Enforceability of this Agreement. Except as is otherwise expressly provided in this Agreement, each of the Parties waives any right to commence or maintain, and agrees not to commence or maintain, any civil action to contest or challenge the validity or enforceability of this Agreement or any of its provisions. Except as is otherwise expressly provided in this Agreement, each of the Parties waives any right to complain to the Public Service Commission of Wisconsin ("PSC"), and agrees not to complain to the PSC pursuant to Wis. Stat. § 66.0821(5), that this Agreement or any provision of this Agreement is unreasonable or unjustly discriminatory on its face.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of La Crosse, Wisconsin, and the Mayor and City Clerk of the City of La Crescent, Minnesota, by virtue of directions of the governing bodies of each local governmental body heretofore referred to, made and executed this Agreement on the dates indicated below.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023 for the City of La Crosse, Wisconsin.

CITY OF LA CROSSE, WISCONSIN

By:

---

Mitch Reynolds, Mayor

---

Nikki Elsen, Clerk

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023 for the City of La Crescent, Minnesota.

CITY OF LA CRESCENT, MINNESOTA

By:

---

Mike Poellinger, Mayor

---

Bill Waller, City Administrator

F:\DOCS\WD\23557\18\A3186612.DOCX

**EXHIBIT 1.4  
FORCE MAIN MAP**

**EXHIBIT 3.1**  
**LA CRESCENT SERVICE AREA**

**EXHIBIT 3.2**  
**LA CRESCENT DISCHARGE LIMITS**

<b>Flow Rate (MGD)</b>	
Annual Average	.40
Maximum Monthly	.60
Maximum Weekly	N/A
Maximum Daily	1.00
Peak Hourly	1.28
<b>Maximum Month Loadings (lbs./day)</b>	
Biochemical Oxygen Demand (BOD)	825
Total Suspended Solids (TSS)	766
Ammoniacal nitrogen (NH3-N)	94
Total Phosphorus (TP)	17



# ***CITY OF LA CROSSE***

400 La Crosse Street  
La Crosse, Wisconsin 54601  
(608) 789-CITY  
[www.cityoflacrosse.org](http://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





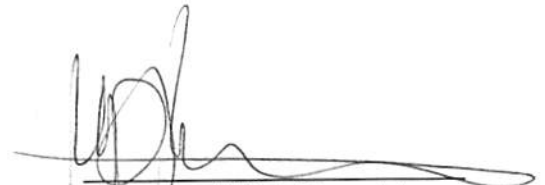
OFFICE OF THE MAYOR  
LA CROSSE

23-1059

**SHORT CIRCUIT**

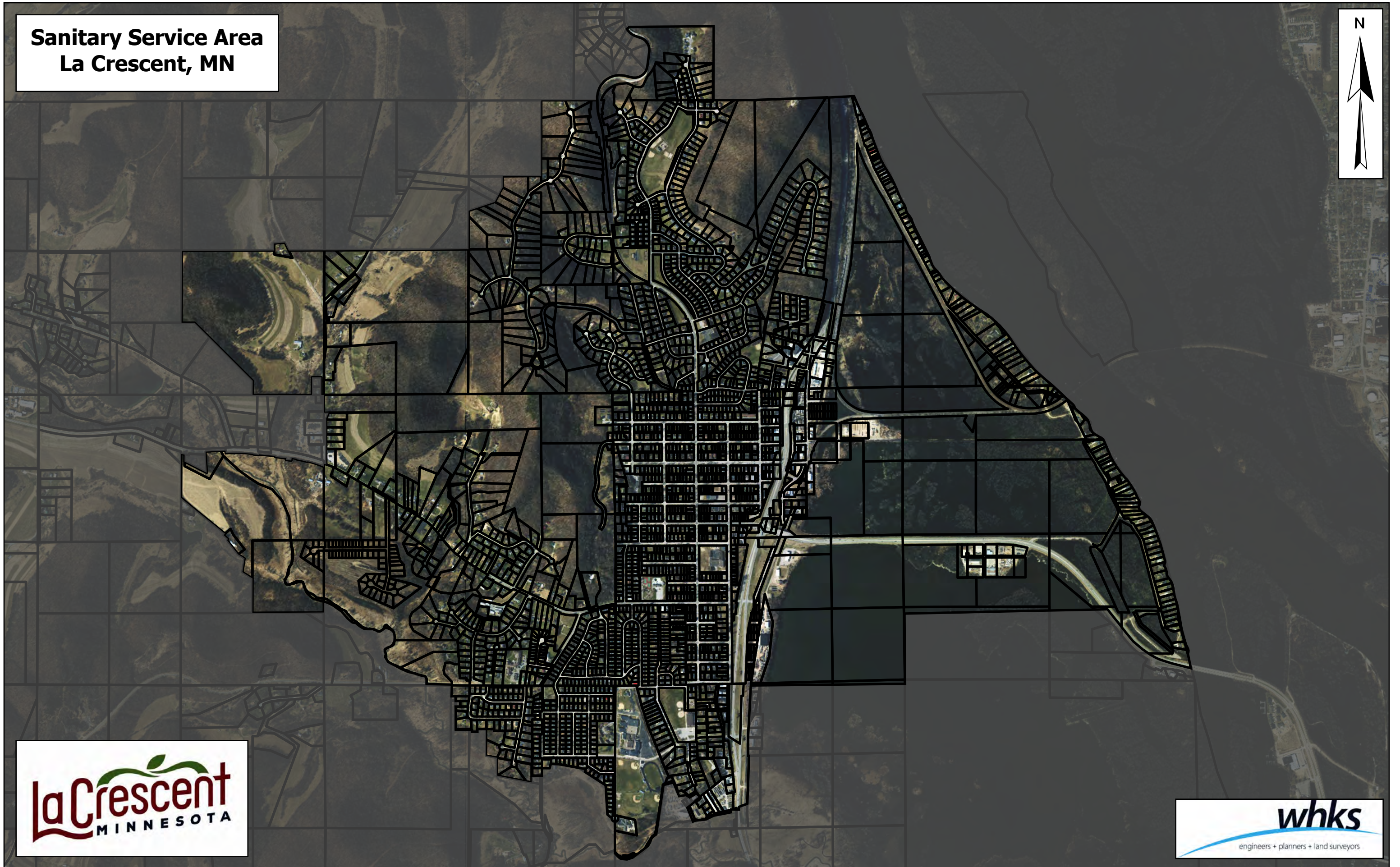
September 6, 2023

I hereby approve the submitting of the attached Legislation "Resolution approving Agreement for Sanitary Sewage Conveyance and Treatment between the City of La Crosse and the City of La Crescent.," to the Common Council, to be considered by the members thereof at their next committee meeting. This approval is given due to the time element necessitating consideration of the attached Legislation at the earliest possible date.



Mayor Mitch Reynolds

**Sanitary Service Area  
La Crescent, MN**



Sec. 46-82. - Sewer connection fee.

- (a) *Wastewater system connection fee.* Each new connection to the City's wastewater treatment system shall be required to pay a connection fee to the City. The amount of the connection fee per residential equivalent connection (REC) shall be set forth in the City's fee schedule established by resolution and adopted by the Common Council. The amount of the connection fee may be reviewed and updated by the Common Council from time to time to ensure that the fee reflects the amounts that the City has invested in its wastewater treatment infrastructure and the current demand patterns of customers.
- (b) *Basis for connection fee.* The City owns and operates a wastewater treatment plant and interceptor sewers and lift stations with capacity to serve additional customers. The purpose of the connection fee is to recover from new customers the cost of the available excess capacity in the utility system that has been paid for by the City and past and current customers. The amount of the connection fee is based on the total current value of the wastewater treatment plant and interceptor assets, the average day wastewater flow capacity of the entire system, and the average wastewater flow per day of a typical residential customer in the City.
- (c) *Residential equivalent connections.* A residential equivalent connection (REC) equals the estimated amount of wastewater discharged by a single-family home in the City on a daily basis. The connection fee for each new single-family home is based on 1.00 REC. The connection fee for other uses is based on the number of RECs assigned to the use. RECs are assigned to a new connection based on the estimated amount of average wastewater flow to be discharge by the new connection compared to that discharged by an average single-family household. A new connection shall never be assigned less than 1.00 REC.
- (d) *New connection.* A new connection is a parcel or property that has not discharged wastewater to the City's Wastewater Treatment Facility within the 15 years immediately prior to the plumbing permit application date. An increase in average wastewater flow discharged by a current or previously served parcel or property is not a new connection.
- (e) *Payment of connection fee.* The City Utility Manager shall determine the number of RECs applicable to a new connection in conjunction with the City's issuance of a plumbing permit and issue an invoice to the property owner for the new connection. The City shall collect the connection fee as a condition precedent to the issuance of the plumbing permit. The billing entity shall provide documentation of all new connections, collect this fee and provide payment to the Sanitary Sewer Utility for the prior year's connection fees no later than January 31 of each year.
- (f) *Appeal.* A property owner of a new connection who disputes the determination of RECs applicable to such new connection may within 20 days following the date of the City's invoice described in subsection (d) above, file a written appeal with the City specifying the nature of the dispute. The appeal shall state the grounds upon which the property owner contends that the decision should be modified or reversed. No appeal may be considered by the City unless the appeal is timely filed, and the connection fee is paid in accordance with the terms of this section and the invoice. If an appeal is timely filed, the Utilities Manager shall review the initial determination within 20 days and determine whether to sustain or deny the appeal. The property owner may further appeal this decision to the Board of Public Works within 15 days of receipt of the Utilities Manager's decision on appeal. The Board of Public Works shall hear the appeal within 15 days after receipt of the appeal. The Board of Public Works may sustain, reverse or modify the determination. Any appeal not timely filed, failing to state the grounds upon which the property owner contends the decision should be modified or reversed, or failing to pay the disputed fee shall be summarily denied by the City. Chapter 68, Wis. Stat., shall not apply to this section.
- (g) *Enforcement.* The penalty for failing to pay any connection fee is as provided for in section 46-71 and, in addition, termination of service or the right to use the Sanitary Sewer System of the City of La Crosse including equitable and injunctive relief.



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 23-0001

---

**Agenda Date:** 9/7/2023

**Version:** 1

**Status:** New Business

**In Control:** Finance & Personnel Committee

**File Type:** Status Update