



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final

Finance & Personnel Committee

Thursday, July 2, 2026

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 via the Zoom Link below.

<https://us06web.zoom.us/j/83740970570?pwd=YkY0WFILSmZnWkFzeDFqZ2RjOTN4Zz09>

Passcode: CC2026 | Meeting ID: 83740970570 | Call In (audio only): +13126266799

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.

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 or mailing to City Clerk, 400 La Crosse Street, La Crosse WI 54601.

Call To Order

Roll Call

Agenda Items:

NEW BUSINESS

[26-0351](#)

Resolution approving additional Election Officials for 2026-2027.

Sponsors: Washington-Spivey

[26-0482](#)

Resolution authorizing public improvement and levying special assessments against benefited property in La Crosse, Wisconsin - Water Main of 500 blocks of St Andrew Street.

Sponsors: Washington-Spivey

Public hearing.

- [26-0483](#) Resolution authorizing public improvement and levying special assessments against benefited property in La Crosse, Wisconsin - Sanitary Sewer of 800 block of St Cloud Street.
Sponsors: Washington-Spivey
Public hearing.
- [26-0484](#) Resolution authorizing public improvement and levying special assessments against benefited property in La Crosse, Wisconsin - Water Main of 800 blocks of St Cloud Street.
Sponsors: Washington-Spivey
Public hearing.
- [26-0545](#) Resolution approving assignment of parking assignment at Market Square Parking Ramp from Cameron Park Condo Association to Free Heel Capital.
(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.)
Sponsors: Washington-Spivey
- [26-0635](#) Resolution approving a development agreement with Stizo, LLC for infrastructure improvements related to a development at 1319 St Andrew St.
Sponsors: Janssen
- [26-0639](#) Resolution approving a reorganization to the table of positions and classifications within the La Crosse Regional Airport.
Sponsors: Dickinson
- [26-0641](#) Resolution implementing an affordable housing extension for Tax Increment District (TID) 14.
Sponsors: Trost
- [26-0642](#) Resolution terminating Tax Increment District (TID) 14.
Sponsors: Newberry
- [26-0644](#) Resolution Creating Tax Incremental District No. 22, Approving Its Project Plan and Establishing Its Boundaries, City of La Crosse, Wisconsin.
Sponsors: Newberry
- [26-0646](#) Resolution Creating Tax Incremental District No. 24, Approving Its Project Plan and Establishing Its Boundaries, City of La Crosse, Wisconsin.
Sponsors: Dickinson
- [26-0643](#) Resolution approving the Parks, Recreation, Forestry, Grounds and Buildings Department 5-year Strategic Plan.
Sponsors: Trost
- [26-0649](#) Resolution authorizing the acquisition of a storm sewer and highway maintenance easement from Badger Corrugating Company.
Sponsors: Trost

[26-0665](#)

Resolution authorizing the purchase of CAD/AVL System - Automatic Passenger Counter (APC).

Sponsors: Washington-Spivey

[26-0621](#)

Resolution approving a collective bargaining agreement between the City of La Crosse and the La Crosse Professional Police Non-Supervisory Association, Local #26 for January 1, 2027 to December 31, 2029. *(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.)*

Sponsors: Washington-Spivey

[26-0622](#)

Resolution approving a collective bargaining agreement between the City of La Crosse and the La Crosse Professional Police Supervisory Association for January 1, 2027, to December 31, 2029. *(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.)*

Sponsors: Washington-Spivey

[26-0001](#)

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, with as much advance notice as possible.

Finance & Personnel Members:

Erin Goggin, Barb Janssen, Larry Sleznikow, Chris Kahlow, Aron Newberry, Rosanne Northwood



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0351

Agenda Date: 7/2/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution approving additional Election Officials for 2026-2027.

RESOLUTION

WHEREAS, pursuant to sec. 7.30, Wis. Stat., election officials were appointed in December 2025 (Res. 25-1156) for election term 2026-2027; and

WHEREAS, the municipality may appoint additional unaffiliated election officials to increase the total number to a level sufficient for staffing polling places.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves and appoints the additional nominated election official for 2026-2027.

ELECTION OFFICIALS 2026-2027

FIRST NAME	LAST NAME	AFFILIATION
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Election Inspectors

Teri	Foley	Unaffiliated	
Ab	Vang	Unaffiliated	
Nittaya	Vang	Unaffiliated	
Alyson	Glenz	Unaffiliated	
Cynthia	Halter	Unaffiliated	
Catherine	Maxwell Bonadurer	Unaffiliated	Will do IPAV
Julia	Simonson	Unaffiliated	
Joseph	Ruskey	Unaffiliated	
Charles	Lee	Unaffiliated	
Sarah	Morgan	Unaffiliated	
Miles	Morgan	Unaffiliated	
Jennifer	Trost	Unaffiliated	
James	Longhurst	Unaffiliated	
Grady	Holmens	Unaffiliated	
Debra	Chesebro	Unaffiliated	
Sarah	Gossett	Unaffiliated	
Betty	Christianson	Unaffiliated	
Michael	Fisher	Unaffiliated	
David	Buchner	Unaffiliated	
Larry	Schneider	Unaffiliated	
Rebecca	Byron	Unaffiliated	
William	Byron	Unaffiliated	
Sheila	Schell	Unaffiliated	
LeeAnn	Mizgalski	Unaffiliated	
Jennifer	Kelly	Unaffiliated	
Ann	Tyndall	Unaffiliated	
Bruce	Losby	Unaffiliated	

Special Voting Deputies

Ellen	Johnson	Unaffiliated
Becky	Wurzel	Unaffiliated
Julie	Keitel	Democratic



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	26-0351	Caption	Resolution appointing additional Election Officials for 2026-2027.
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Staff/Department Responsible for Legislation

Nikki Elsen, City Clerk

Requestor of Legislation

Nikki Elsen, City Clerk

Location, if applicable

Summary/Purpose

To appoint additional election officials for election term 2026-2027 to adequately staff the polls on election day.

Background

Pursuant to state law, the governing body of a municipality must appoint election officials. This is done in December of each odd numbered year for the next two-year election term.

The municipality may appoint additional election officials as necessary to increase the total number to a level sufficient for staffing polling places.

Additional election officials are needed to work the upcoming large turnout elections and to maintain an alternate election inspector list to call upon as needed for vacancies.

Fiscal Impact

Election LTE salaries funded by the operating budget.

Staff Recommendation

City Clerk recommends approval.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0482

Agenda Date: 7/2/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution authorizing public improvement and levying special assessments against benefited property in La Crosse, Wisconsin – Water Main in the 500 block of St. Andrew Street.

RESOLUTION

WHEREAS, on May 4, 2026, a report was prepared and adopted by the Board of Public Works on the proposed public improvements consisting of:

Water Main Installation at the following:

- 500 block of St. Andrew Street

WHEREAS, the assessments against benefited properties, and said report, are on file with the City Clerk, and

WHEREAS, on July 2, 2026, the Finance and Personnel Committee of La Crosse, Wisconsin held a public hearing for all interested persons concerning the report of the Board of Public Works, this resolution and proposed assessments against benefited property, and all persons who desire to speak at the hearing shall be heard.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of La Crosse, that it determines as follows:

It is expedient and necessary and in the best interests of the City of La Crosse and for the property affected thereby, that said properties be improved at the expense of the property benefited by the construction of water main.

The Common Council exercises its police power to levy special assessments upon property for benefits conferred upon such property.

The report of the Board of Public Works, incorporated herein as it fully set forth herein, including plans and specifications and assessments set forth therein, is adopted and approved.

The Board of Public Works has advertised for bids and supervised construction of the improvements in accordance with the report and public bidding and construction statutes.

Payment for the improvements shall be made by assessing the entire cost to the property benefited as indicated in the report.

The Common Council determines that assessments shown on the report represent an exercise of the police power for the health, safety and general welfare of the City and its inhabitants and have been determined on a reasonable basis and are hereby confirmed.

Assessments may be paid in cash or shall be payable over a period of ten (10) years or fifteen (15) years to the City Treasurer. Installments shall be placed on the next tax roll after the due date for collection and shall bear interest at the rate established by the Common Council per annum on the unpaid balance from January 1st of the year following the levy.

The City Clerk shall provide notices in accordance with City Ord. 38-1.

Dated _____ Mayor _____

Published _____ Attest _____
City Clerk



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	26-0482	Caption	Resolution authorizing public improvement and levying special assessments against benefited property in La Crosse, Wisconsin - Water Main of 500 block of St Andrew Street.
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Staff/Department Responsible for Legislation

Engineering & Public Works

Requestor of Legislation

Engineering & Public Works

Location, if applicable

500 block of St Andrew Street

Summary/Purpose

To levy one-time special assessments for part of costs to install new Water Mains in said blocks, per calculation methods in Municipal Code and per existing Utility policies.

Background

New Water Main would be installed in said block to replace long services from adjacent streets. Based on prescribed caps for assessment of partial costs to install new water main, calculations were made for properties in the blocks, including those properties with long services being replaced, that had not had previous assessments made. Assessments are one-time. Assessments can either be paid in full or spread across ten (10) or fifteen (15) years, per existing Code.

Fiscal Impact

See attached exhibits

Staff Recommendation

Approve

REPORT ON
PROPOSED SPECIAL ASSESSMENTS FOR PUBLIC IMPROVEMENTS AGAINST
PROPERTIES LOCATED IN LA CROSSE, WISCONSIN
(Police Power Assessments)

This report is submitted in accordance with the requirements of Sec.66.0703, Wis. Stats., and Ordinance No. 4222 of the Common Council of the City of La Crosse, Wisconsin, dated April 14, 2005 determining to levy special assessments on benefited properties for public improvements described in Schedule B of this report to be made in the assessment district described in Schedule B of this report.

The properties shown on Schedule B, against which the proposed assessments are to be made, are benefited by the proposed improvements by the construction of:

Water Main installation at the following:

- 500 blocks of St Andrew Street

This report consists of the following schedules attached hereto, except as otherwise provided:

SCHEDULE A – Final Plans and Specifications are on file with the Engineering Department, 4th Floor, City Hall, 400 La Crosse Street, La Crosse, WI.

SCHEDULE B – Final Costs of Improvements and Proposed Assessments against each benefited parcel.

City of La Crosse by
Board of Public Works:

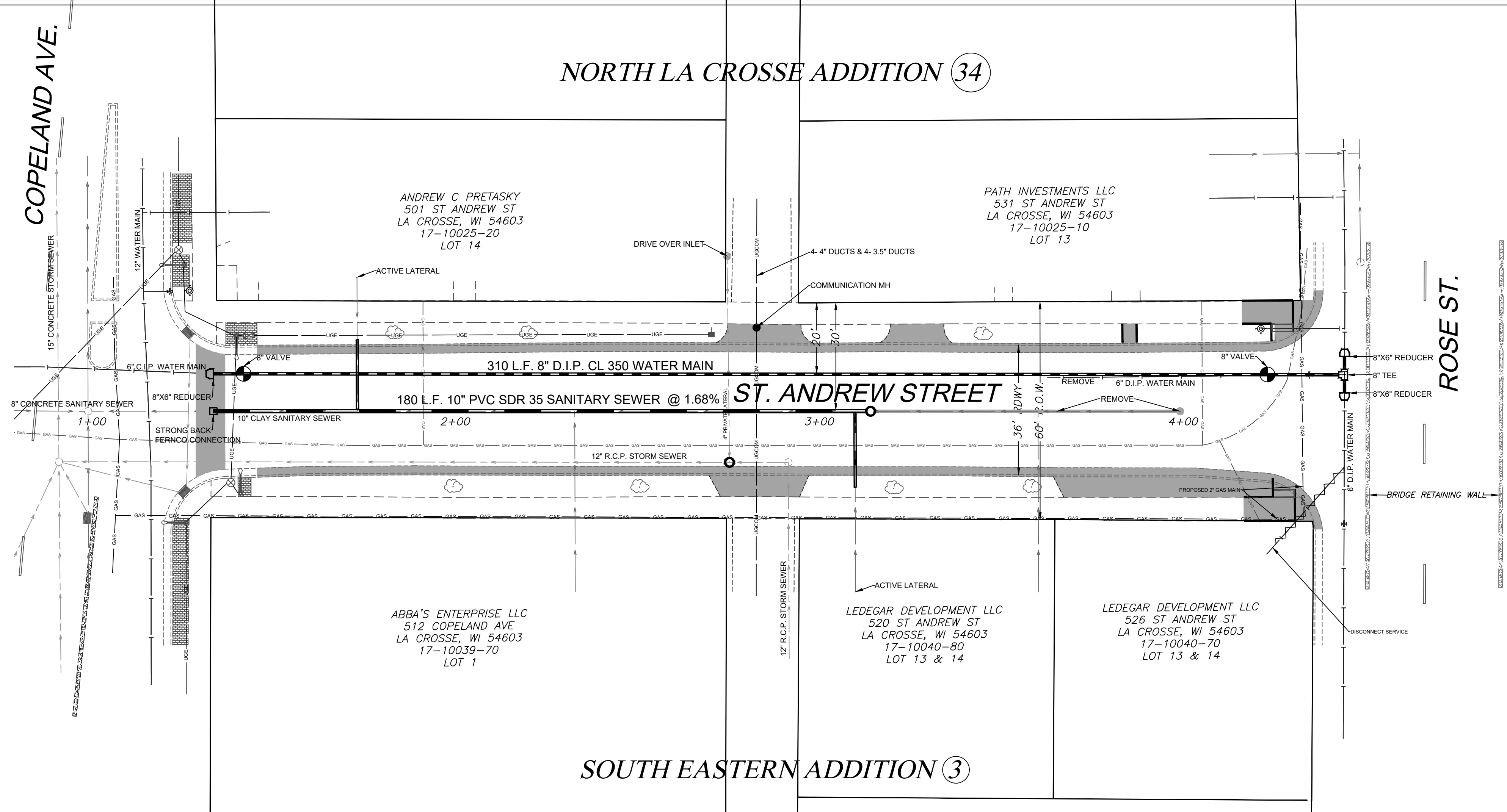


Dated: 05-04-2026

ORIGINAL ASSESSMENT ESTIMATE

For the construction of water main and all appurtenances on St Andrew Street between Rose Street and Copeland Ave.

OWNER & MAIL ADDRESS	PROPERTY ADDRESS	ADDITION & PROPERTY DESCRIPTION	PARCEL ID#	WATER MAIN		INDIVIDUAL SERVICES	TOTAL ASSESSMENT	DEFERRED?
				FRONTAGE WIDTH (ft)	COST @ \$14/FOOT			
ANDREW C PRETASKY 600 COPELAND AVE LA CROSSE WI 54603-2979	600 COPELAND AVE	LOT 14 BLOCK 34 EX E 8FT TAKEN FOR ALLEY IN RESL DOC NO 1381906	17-10025-020	22	\$308.00	\$0.00	\$308.00	NO
PATH INVESTMENTS LLC 809 GILLETTE ST LA CROSSE WI 54603	525 ST ANDREW ST	LOT 13 BLOCK 34 EX W 8FT TAKEN FOR ALLEY IN RESL DOC NO 1381906	17-10025-010	22	\$308.00	\$0.00	\$308.00	NO
		SOUTH EASTERN ADDITION ADDITION						
LEDEGAR DEVELOPMENT LLC 525 ROSE ST LA CROSSE WI 54603	525 ROSE ST	LOTS 11, 12, 13 & 14 BLOCK 3	17-10040-060	20	\$280.00	\$0.00	\$280.00	NO
ABBA'S ENTERPRISE LLC C/O THE BOARD STORE 514 COPELAND AVE LA CROSSE WI 54603	516 COPELAND AVE	LOTS 1, 2, 3 & 4 & LOT 5 EX S 15F1 BLOCK 3	17-10039-070	20	\$280.00	\$0.00	\$280.00	NO
TOTAL ASSESMENT							\$1,176.00	
TOTAL DEFERRED ASSESSMENT							\$0.00	

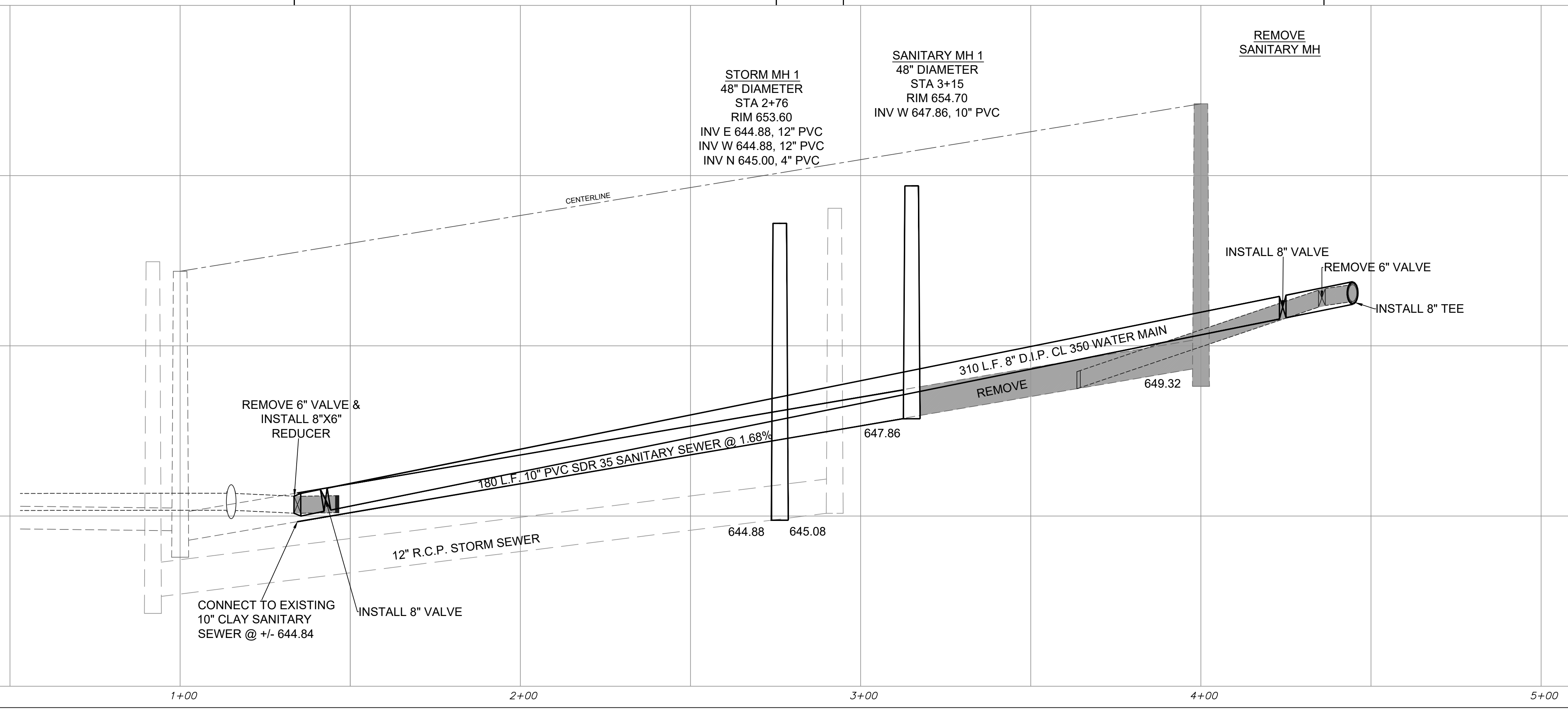


N

SCALE: 1"=20' H
1"= 2' V

ELEVATIONS SHOWN
ARE NAVD 1988

NOTE
CONTRACTOR IS TO VERIFY LOCATION OF ALL UTILITIES
PRIOR TO ANY CONSTRUCTION



648

EDF # 26-030

DWG NAME: ST.ANDREW-COPELAND TO ROSE1.dwg

647

PROJECT

No.

646

LOCATION

ST. ANDREW STREET
COPELAND AVE TO ROSE ST

645

RESOLUTION

DATE

644

ENGINEERING DEPT.

643

City of La Crosse, Wis.

642

FIELD BOOK

SURVEYED

BY

DATE

NUMBER

DRAWN

PRELIMINARY

JUG/JN

10/25

641

CHECKED

FINAL

JUG

11/25

APPROVED

JUG

12/25

PAGE

REVISIONS

KJC

01/26

SJS

01/26

640

SHEET NO. 3

TOTAL SHEETS 12

ORIGINAL ASSESSMENT ESTIMATE

For the construction of water main and all appurtenances on St Andrew Street between Rose Street and Copeland Ave.

OWNER & MAIL ADDRESS	PROPERTY ADDRESS	ADDITION & PROPERTY DESCRIPTION	PARCEL ID#	WATER MAIN		INDIVIDUAL SERVICES	TOTAL ASSESSMENT	DEFERRED?
				FRONTAGE WIDTH (ft)	COST @ \$14/FOOT			
		<u>NORTH LA CROSSE ADDITION</u>						
ANDREW C PRETASKY 600 COPELAND AVE LA CROSSE WI 54603-2979	600 COPELAND AVE	LOT 14 BLOCK 34 EX E 8FT TAKEN FOR ALLEY IN RESL DOC NO. 1381906	17-10025-020	22	\$308.00	\$0.00	\$308.00	NO
PATH INVESTMENTS LLC 809 GILLETTE ST LA CROSSE WI 54603	525 ST ANDREW ST	LOT 13 BLOCK 34 EX W 8FT TAKEN FOR ALLEY IN RESL DOC NO. 1381906	17-10025-010	22	\$308.00	\$0.00	\$308.00	NO
		<u>SOUTH EASTERN ADDITION ADDITION</u>						
LEDEGAR DEVELOPMENT LLC 525 ROSE ST LA CROSSE WI 54603	525 ROSE ST	LOTS 11 , 12, 13 & 14 BLOCK 3	17-10040-060	20	\$280.00	\$0.00	\$280.00	NO
ABBA'S ENTERPRISE LLC C/O THE BOARD STORE 514 COPELAND AVE LA CROSSE WI 54603	516 COPELAND AVE	LOTS 1, 2, 3 & 4 & LOT 5 EX S 15FT BLOCK 3	17-10039-070	20	\$280.00	\$0.00	\$280.00	NO
TOTAL ASSESSMENT							\$1,176.00	
TOTAL DEFERRED ASSESSMENT							\$0.00	

SPECIAL ASSESSMENT PROCEDURE FOR PROPERTY OWNERS

As a property owner proposed to be assessed for improvements that benefit your property, following is a summary of the procedure you are invited to be a part of:

1. Plans and specifications for the proposed improvement and a schedule indicating an estimate of the cost to be assessed against your property are open to inspection from the Engineering Department, 4th Floor of City Hall. Phone (608) 789-7505.
2. Public Hearing to be held before the **Finance and Personnel Committee** of the Common Council at 6:00 on **July 2, 2026**, in the Council Chambers. You are invited to speak or register at this meeting, either for or against, regarding the proposed project or your proposed assessment.
3. You may also express approval or object to the improvement or your assessment by submitting a letter to the City Engineer, 400 La Crosse Street, La Crosse, Wisconsin, 54601. If objecting, you must state your reasons for objecting. This written objection must be received by the City Engineer no later than 4:00 p.m. on the day of the F & P meeting (noted above).
4. If the Common Council adopts the Resolution for Levying Special Assessments, property owners will be sent a copy of the resolution by the City Clerk.
5. Assessments may be paid in cash or shall be payable over a period of ten (10) years or fifteen (15) years to the City Treasurer. Installments shall be placed on the next tax roll after the due date for collection and shall bear interest at the rate established by the council per annum on the unpaid balance from January 1st of the year following the levy.
6. The assessments indicated for this project are based on ESTIMATES of proposed work costs. After construction is completed, FINAL assessments are determined that may be LOWER than assessments indicated. DO NOT MAKE ANY PAYMENT TO THE CITY AT THIS TIME. If final costs are higher than estimated, the city pays difference.

NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS
FOR PUBLIC IMPROVEMENTS IN LA CROSSE, WISCONSIN

PLEASE TAKE NOTICE that the governing body of the City of La Crosse intends to exercise its police power in accordance with Sec. 38-1 of the Code of Ordinances of the City of La Crosse, to levy special assessments against benefited property in La Crosse, Wisconsin for:

Water Main Installation at the following:

- 500 block of St. Andrew Street

A report prepared by the Board of Public Works showing plans and specifications, estimated cost of improvements and proposed assessments is on file in the Engineering Department at City Hall, 400 La Crosse St., Fourth Floor, La Crosse, Wisconsin 54601 and may be inspected upon request or in the Legislative Information Center which can be accessed from the City website at www.cityoflacrosse.org (search for File 26-0482).

You are further notified that the Finance & Personnel Committee of the Common Council of the City of La Crosse will hear all interested persons, their agents or attorneys concerning matters contained in the resolution authorizing the assessments in the above-described report at 6:00pm on July 2, 2026 in the Common Council Chambers on the first floor of City Hall, 400 La Crosse St., La Crosse, Wisconsin. All objections shall be considered at this hearing and thereafter the amount of the assessments will be determined.

Nikki M. Elsen, City Clerk

Published in the La Crosse Tribune: 6/18/2026

Mailed to property owners: 6/18/2026

AFFIDAVIT OF PUBLICATION

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

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

State of New Jersey, County of Camden, ss:

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

PUBLICATION DATES:

June. 18 2026

NOTICE ID: ZsXbLEfv33i6Wx3DHgPQ

PUBLISHER ID: COL-WI-102480

NOTICE NAME: Water Main 500 Block St Andrew St

Publication Fee: \$59.00

Section: Legals

Category: 0001 Wisconsin Legals

Anjana Bhadoriya

(Signed) _____

VERIFICATION

State of New Jersey
County of Camden

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

Subscribed in my presence and sworn to before me on this: 06/19/2026

SM S. & Poe

Notary Public

Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS FOR PUBLIC IMPROVEMENTS IN LA CROSSE, WISCONSIN

PLEASE TAKE NOTICE that the governing body of the City of La Crosse intends to exercise its police power in accordance with Sec. 38-1 of the Code of Ordinances of the City of La Crosse, to levy special assessments against benefited property in La Crosse, Wisconsin for:

Water Main Installation at the following:

- 500 block of St. Andrew Street
- A report prepared by the Board of Public Works showing plans and specifications, estimated cost of improvements and proposed assessments is on file in the Engineering Department at City Hall, 400 La Crosse St., Fourth Floor, La Crosse, Wisconsin 54601 and may be inspected upon request or in the Legislative Information Center which can be accessed from the City website at www.cityoflacrosse.org (search for File 26-0482).

You are further notified that the Finance & Personnel Committee of the Common Council of the City of La Crosse will hear all interested persons, their agents or attorneys concerning matters contained in the resolution authorizing the assessments in the above-described report at 6:00pm on July 2, 2026 in the Common Council Chambers on the first floor of City Hall, 400 La Crosse St., La Crosse, Wisconsin. All objections shall be considered at this hearing and thereafter the amount of the assessments will be determined. Nikki M. Elsen, City Clerk
6/18 LAC
COL-WI-102480 WNAXLP



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0483

Agenda Date: 7/2/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution authorizing public improvement and levying special assessments against benefited property in La Crosse, Wisconsin – Sanitary Sewer Main in the 800 block of St. Cloud Street.

RESOLUTION

WHEREAS, on May 4, 2026, a report was prepared and adopted by the Board of Public Works on the proposed public improvements consisting of:

Sanitary Sewer Installation at the following:

- 800 block of St. Cloud Street

WHEREAS, the assessments against benefited properties, and said report, are on file with the City Clerk, and

WHEREAS, on July 2, 2026, the Finance and Personnel Committee of La Crosse, Wisconsin held a public hearing for all interested persons concerning the report of the Board of Public Works, this resolution and proposed assessments against benefited property, and all persons who desire to speak at the hearing shall be heard.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of La Crosse, that it determines as follows:

It is expedient and necessary and in the best interests of the City of La Crosse and for the property affected thereby, that said properties be improved at the expense of the property benefited by the construction of sanitary sewer.

The Common Council exercises its police power to levy special assessments upon property for benefits conferred upon such property.

The report of the Board of Public Works, incorporated herein as it fully set forth herein, including plans and specifications and assessments set forth therein, is adopted and approved.

The Board of Public Works has advertised for bids and supervised construction of the improvements in accordance with the report and public bidding and construction statutes.

Payment for the improvements shall be made by assessing the entire cost to the property benefited as indicated in the report.

The Common Council determines that assessments shown on the report represent an exercise of the police power for the health, safety and general welfare of the City and its inhabitants and have been determined on a reasonable basis and are hereby confirmed.

Assessments may be paid in cash or shall be payable over a period of ten (10) years or fifteen (15) years to the City Treasurer. Installments shall be placed on the next tax roll after the due date for collection and shall bear interest at the rate established by the Common Council per annum on the unpaid balance from January 1st of the year following the levy.

The City Clerk shall provide notices in accordance with City Ord. 38-1.

Dated _____ Mayor _____

Published _____ Attest _____
City Clerk



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	26-0483	Caption	Resolution authorizing public improvement and levying special assessments against benefited property in La Crosse, Wisconsin - Sanitary Sewer Main of 800 block of St Cloud Street.
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Staff/Department Responsible for Legislation

Engineering & Public Works

Requestor of Legislation

Engineering & Public Works

Location, if applicable

800 block of St Cloud Street

Summary/Purpose

To levy one-time special assessments for part of costs to install new Sanitary Sewer Main in said blocks, per calculation methods in Municipal Code and per existing Utility policies.

Background

New Sanitary Sewer Main would be installed in said block to replace long services from adjacent streets. Based on assessment of all costs to install new sanitary sewer main, calculations were made for properties in the blocks with long services being replaced, that had not had previous assessments made. Assessments are one-time. Assessments can either be paid in full or spread across ten (10) or fifteen (15) years, per existing Code.

Fiscal Impact

See attached exhibits

Staff Recommendation

Approve

REPORT ON
PROPOSED SPECIAL ASSESSMENTS FOR PUBLIC IMPROVEMENTS AGAINST
PROPERTIES LOCATED IN LA CROSSE, WISCONSIN
(Police Power Assessments)

This report is submitted in accordance with the requirements of Sec.66.0703, Wis. Stats., and Ordinance No. 4222 of the Common Council of the City of La Crosse, Wisconsin, dated April 14, 2005 determining to levy special assessments on benefited properties for public improvements described in Schedule B of this report to be made in the assessment district described in Schedule B of this report.

The properties shown on Schedule B, against which the proposed assessments are to be made, are benefited by the proposed improvements by the construction of:

Sanitary Sewer installation at the following:

- 800 block of St Cloud Street

This report consists of the following schedules attached hereto, except as otherwise provided:

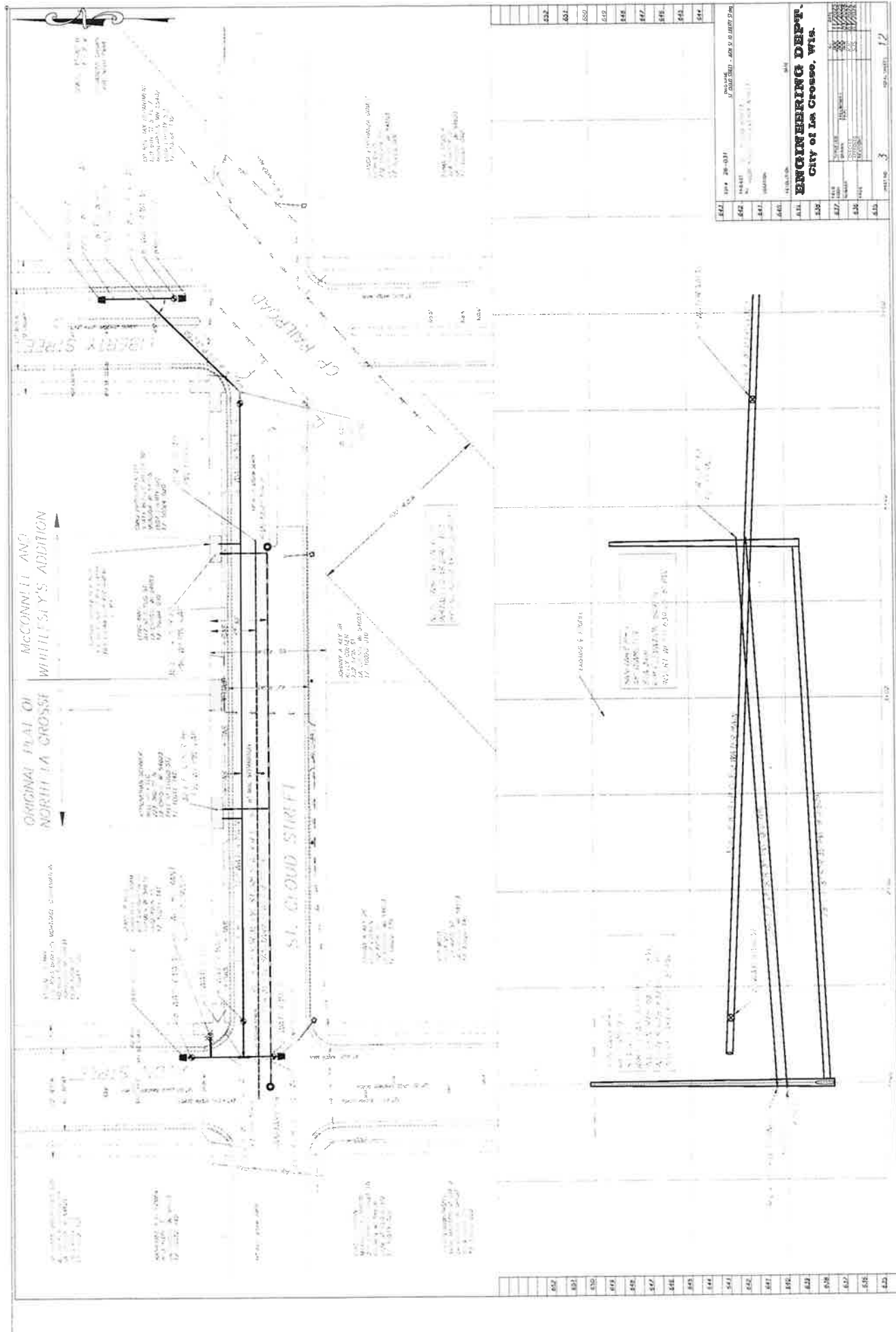
SCHEDULE A – Final Plans and Specifications are on file with the Engineering Department, 4th Floor, City Hall, 400 La Crosse Street, La Crosse, WI.

SCHEDULE B – Final Costs of Improvements and Proposed Assessments against each benefited parcel.

City of La Crosse by
Board of Public Works:



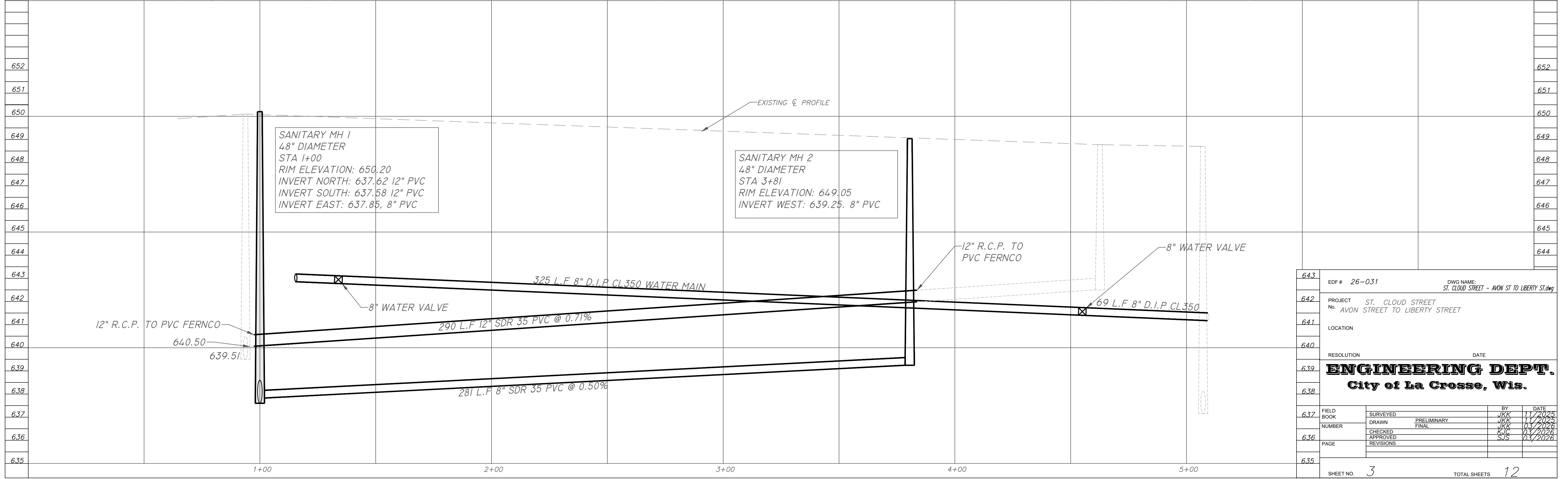
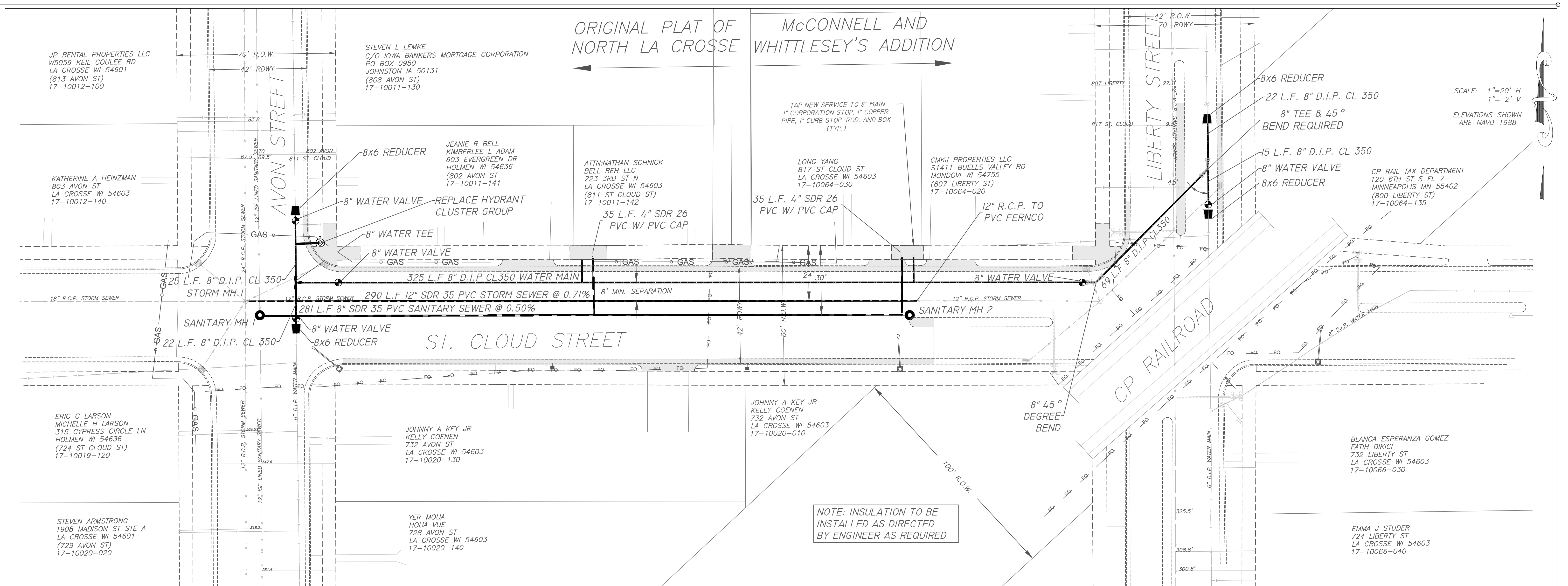
Dated: 5/4/2026



ORIGINAL ASSESSMENT ESTIMATE

For the construction of sanitary sewer on St Cloud Street between Avon Street and Liberty Street

OWNER & MAIL ADDRESS	PROPERTY ADDRESS	ADDITION & PROPERTY DESCRIPTION	PARCEL ID#	SANITARY SEWER ASSESSMENT	DEFERRED?
		<u>NORTH LA CROSSE ADDITION</u>			
ATTN: NATHAN SCHNICK BELL REH LLC 223 3RD ST N LA CROSSE WI 54603	811 ST CLOUD ST	CERTIFIED SURVEY MAP NO. 147 VOL 15 LOT 2 DOC NO. 1628316	17-10011-142	\$15,045.00	NO
		<u>MCCONNELL & WHITTLESEY'S ADDITION</u>			
LONG YANG 817 ST CLOUD ST LA CROSSE WI 54603	817 ST CLOUD ST	W1/2 LOTS 1 & 2 BLOCK 3	17-10064-030	\$15,045.00	NO
TOTAL ASSESSMENT				\$30,090.00	
TOTAL DEFERRED ASSESSMENT				\$0.00	



643	EDF # 26-031	DWG NAME: ST. CLOUD STREET - AVON ST TO LIBERTY ST.dwg
642	PROJECT ST. CLOUD STREET	
641	No. AVON STREET TO LIBERTY STREET	
640	LOCATION	
639	RESOLUTION	DATE
638	ENGINEERING DEPT. City of La Crosse, Wis.	
637	FIELD BOOK	SURVEYED BY DATE
636	NUMBER	DRAWN PRELIMINARY J/K 11/2025
635	PAGE	CHECKED APPROVED J/K 03/2026
		REVISIONS K/C 03/2026
	SHEET NO. 3	TOTAL SHEETS 12

ORIGINAL ASSESSMENT ESTIMATE

For the construction of sanitary sewer on St Cloud Street between Avon Street and Liberty Street

OWNER & MAIL ADDRESS	PROPERTY ADDRESS	ADDITION & PROPERTY DESCRIPTION	PARCEL ID#	SANITARY SEWER ASSESSMENT	DEFERRED?
		<u>NORTH LA CROSSE ADDITION</u>			
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TOTAL ASSESSMENT				\$30,090.00	
TOTAL DEFERRED ASSESSMENT				\$0.00	

SPECIAL ASSESSMENT PROCEDURE FOR PROPERTY OWNERS

As a property owner proposed to be assessed for improvements that benefit your property, following is a summary of the procedure you are invited to be a part of:

1. Plans and specifications for the proposed improvement and a schedule indicating an estimate of the cost to be assessed against your property are open to inspection from the Engineering Department, 4th Floor of City Hall. Phone (608) 789-7505.
2. Public Hearing to be held before the **Finance and Personnel Committee** of the Common Council at 6:00 on **July 2, 2026**, in the Council Chambers. You are invited to speak or register at this meeting, either for or against, regarding the proposed project or your proposed assessment.
3. You may also express approval or object to the improvement or your assessment by submitting a letter to the City Engineer, 400 La Crosse Street, La Crosse, Wisconsin, 54601. If objecting, you must state your reasons for objecting. This written objection must be received by the City Engineer no later than 4:00 p.m. on the day of the F & P meeting (noted above).
4. If the Common Council adopts the Resolution for Levying Special Assessments, property owners will be sent a copy of the resolution by the City Clerk.
5. Assessments may be paid in cash or shall be payable over a period of ten (10) years or fifteen (15) years to the City Treasurer. Installments shall be placed on the next tax roll after the due date for collection and shall bear interest at the rate established by the council per annum on the unpaid balance from January 1st of the year following the levy.
6. The assessments indicated for this project are based on ESTIMATES of proposed work costs. After construction is completed, FINAL assessments are determined that may be LOWER than assessments indicated. DO NOT MAKE ANY PAYMENT TO THE CITY AT THIS TIME. If final costs are higher than estimated, the city pays difference.

NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS
FOR PUBLIC IMPROVEMENTS IN LA CROSSE, WISCONSIN

PLEASE TAKE NOTICE that the governing body of the City of La Crosse intends to exercise its police power in accordance with Sec. 38-1 of the Code of Ordinances of the City of La Crosse, to levy special assessments against benefited property in La Crosse, Wisconsin for:

Sanitary Sewer Installation at the following:

- 800 block of St. Cloud Street

A report prepared by the Board of Public Works showing plans and specifications, estimated cost of improvements and proposed assessments is on file in the Engineering Department at City Hall, 400 La Crosse St., Fourth Floor, La Crosse, Wisconsin 54601 and may be inspected upon request or in the Legislative Information Center which can be accessed from the City website at www.cityoflacrosse.org (search for File 26-0483).

You are further notified that the Finance & Personnel Committee of the Common Council of the City of La Crosse will hear all interested persons, their agents or attorneys concerning matters contained in the resolution authorizing the assessments in the above-described report at 6:00pm on July 2, 2026 in the Common Council Chambers on the first floor of City Hall, 400 La Crosse St., La Crosse, Wisconsin. All objections shall be considered at this hearing and thereafter the amount of the assessments will be determined.

Nikki M. Elsen, City Clerk

Published in the La Crosse Tribune: 6/18/2026

Mailed to property owners: 6/18/2026

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

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BELL REH LLC
223 3RD ST N
LA CROSSE WI 54601

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

State of New Jersey, County of Camden, ss:

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

PUBLICATION DATES:

June. 18 2026

NOTICE ID: hQjPshTxCq9n53eDSfgl

PUBLISHER ID: COL-WI-102481

NOTICE NAME: Sanitary Sewer 800 Block St Cloud St

Publication Fee: \$59.00

Section: Legals

Category: 0001 Wisconsin Legals

Anjana Bhadoriya

(Signed) _____

VERIFICATION

State of New Jersey
County of Camden

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

Subscribed in my presence and sworn to before me on this: 06/19/2026

SM S. & Poe

Notary Public

Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS FOR PUBLIC IMPROVEMENTS IN LA CROSSE, WISCONSIN

PLEASE TAKE NOTICE that the governing body of the City of La Crosse intends to exercise its police power in accordance with Sec. 38-1 of the Code of Ordinances of the City of La Crosse, to levy special assessments against benefited property in La Crosse, Wisconsin for:

Sanitary Sewer Installation at the following:

- 800 block of St. Cloud Street

A report prepared by the Board of Public Works showing plans and specifications, estimated cost of improvements and proposed assessments is on file in the Engineering Department at City Hall, 400 La Crosse St., Fourth Floor, La Crosse, Wisconsin 54601 and may be inspected upon request or in the Legislative Information Center which can be accessed from the City website at www.cityoflacrosse.org (search for File 26-0483).

You are further notified that the Finance & Personnel Committee of the Common Council of the City of La Crosse will hear all interested persons, their agents or attorneys concerning matters contained in the resolution authorizing the assessments in the above-described report at 6:00pm on July 2, 2026 in the Common Council Chambers on the first floor of City Hall, 400 La Crosse St., La Crosse, Wisconsin. All objections shall be considered at this hearing and thereafter the amount of the assessments will be determined.

Nikki M. Elsen, City Clerk
6/18 LAC
COL-WI-102481 WNAXLP

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

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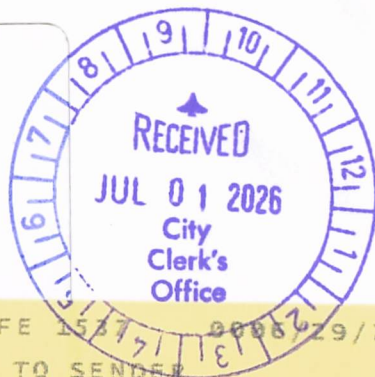
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City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0484

Agenda Date: 7/2/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution authorizing public improvement and levying special assessments against benefited property in La Crosse, Wisconsin – Water Main in the 800 block of St. Cloud Street.

RESOLUTION

WHEREAS, on May 4, 2026, a report was prepared and adopted by the Board of Public Works on the proposed public improvements consisting of:

Water Main Installation at the following:

- 800 block of St. Cloud Street

WHEREAS, the assessments against benefited properties, and said report, are on file with the City Clerk, and

WHEREAS, on July 2, 2026, the Finance and Personnel Committee of La Crosse, Wisconsin held a public hearing for all interested persons concerning the report of the Board of Public Works, this resolution and proposed assessments against benefited property, and all persons who desire to speak at the hearing shall be heard.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of La Crosse, that it determines as follows:

It is expedient and necessary and in the best interests of the City of La Crosse and for the property affected thereby, that said properties be improved at the expense of the property benefited by the construction of water main.

The Common Council exercises its police power to levy special assessments upon property for benefits conferred upon such property.

The report of the Board of Public Works, incorporated herein as it fully set forth herein, including plans and specifications and assessments set forth therein, is adopted and approved.

The Board of Public Works has advertised for bids and supervised construction of the improvements in accordance with the report and public bidding and construction statutes.

Payment for the improvements shall be made by assessing the entire cost to the property benefited as indicated in the report.

The Common Council determines that assessments shown on the report represent an exercise of the police power for the health, safety and general welfare of the City and its inhabitants and have been determined on a reasonable basis and are hereby confirmed.

Assessments may be paid in cash or shall be payable over a period of ten (10) years or fifteen (15) years to the City Treasurer. Installments shall be placed on the next tax roll after the due date for collection and shall bear interest at the rate established by the Common Council per annum on the unpaid balance from January 1st of the year following the levy.

The City Clerk shall provide notices in accordance with City Ord. 38-1.

Dated _____ Mayor _____

Published _____ Attest _____
City Clerk



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	26-0484	Caption	Resolution authorizing public improvement and levying special assessments against benefited property in La Crosse, Wisconsin - Water Main of 800 block of St Cloud Street.
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Staff/Department Responsible for Legislation

Engineering & Public Works

Requestor of Legislation

Engineering & Public Works

Location, if applicable

800 block of St Cloud Street

Summary/Purpose

To levy one-time special assessments for part of costs to install new Water Mains in said blocks, per calculation methods in Municipal Code and per existing Utility policies.
--

Background

New Water Mains were installed in said block to replace long services from adjacent streets. Based on prescribed caps for assessment of partial costs to install new water main, calculations were made for properties in the blocks, including those properties with long services being replaced, that had not had previous assessments made. Assessments are one-time. Assessments can either be paid in full or spread across ten (10) or fifteen (15) years, per existing Code.
--

Fiscal Impact

See attached exhibits

Staff Recommendation

Approve

REPORT ON
PROPOSED SPECIAL ASSESSMENTS FOR PUBLIC IMPROVEMENTS AGAINST
PROPERTIES LOCATED IN LA CROSSE, WISCONSIN
(Police Power Assessments)

This report is submitted in accordance with the requirements of Sec.66.0703, Wis. Stats., and Ordinance No. 4222 of the Common Council of the City of La Crosse, Wisconsin, dated April 14, 2005 determining to levy special assessments on benefited properties for public improvements described in Schedule B of this report to be made in the assessment district described in Schedule B of this report.

The properties shown on Schedule B, against which the proposed assessments are to be made, are benefited by the proposed improvements by the construction of:

Water Main installation at the following:

- 800 blocks of St Cloud Street

This report consists of the following schedules attached hereto, except as otherwise provided:

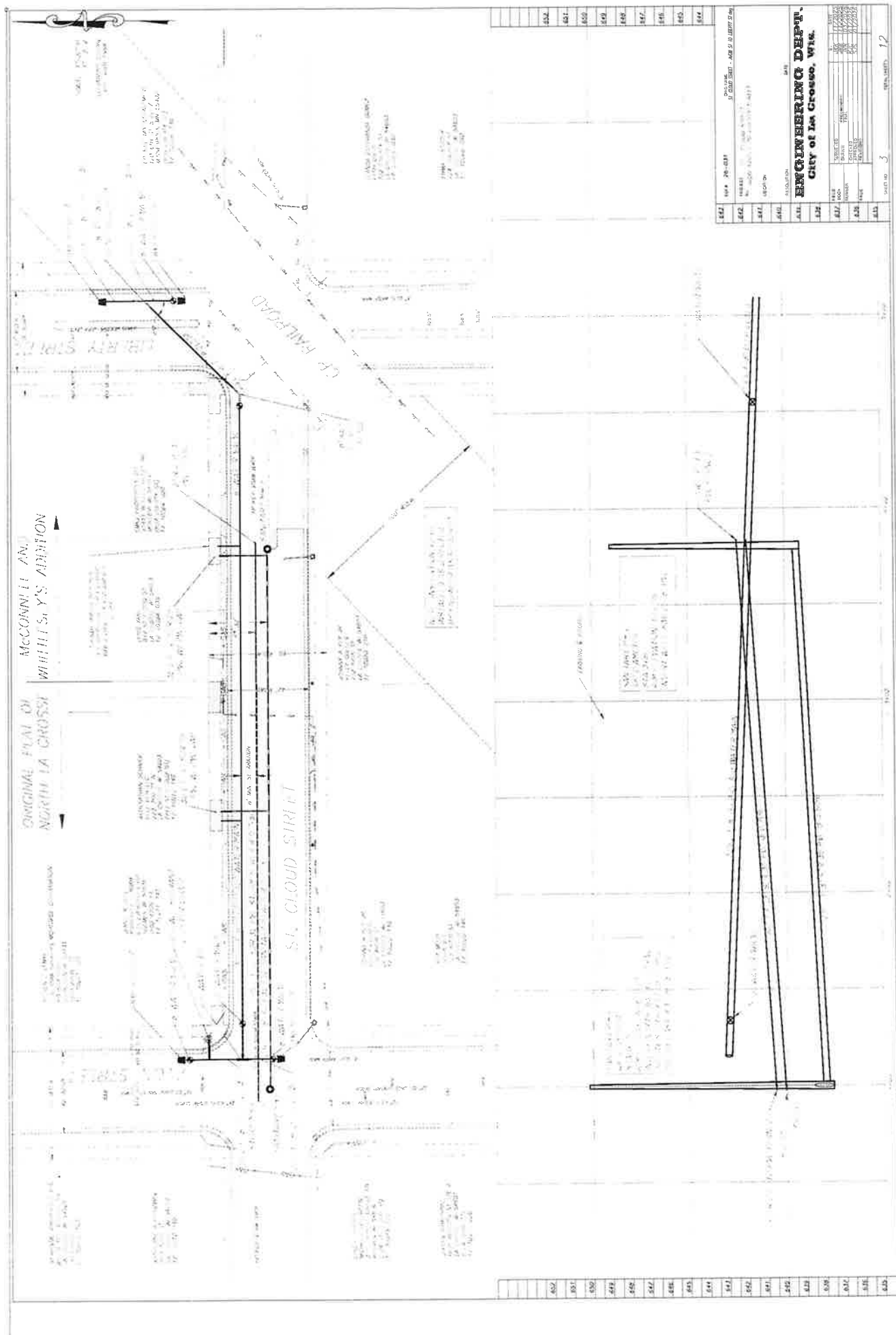
SCHEDULE A – Final Plans and Specifications are on file with the Engineering Department, 4th Floor, City Hall, 400 La Crosse Street, La Crosse, WI.

SCHEDULE B – Final Costs of Improvements and Proposed Assessments against each benefited parcel.

City of La Crosse by
Board of Public Works:



Dated: 5/4/2026



ORIGINAL ASSESSMENT ESTIMATE

For the construction of water main and all appurtenances on St Cloud Street between Avon Street and Liberty Street

OWNER & MAIL ADDRESS	PROPERTY ADDRESS	ADDITION & PROPERTY DESCRIPTION	PARCEL ID#	WATER MAIN		INDIVIDUAL SERVICES	TOTAL ASSESSMENT	DEFERRED?
				FRONTAGE WIDTH (ft)	COST @ \$14/FOOT			
ATTN: NATHAN SCHNICK BELL REH LLC 223 3RD ST N LA CROSSE WI 54603	811 ST CLOUD ST	NORTH LA CROSSE ADDITION CERTIFIED SURVEY MAP NO 147 VOL 15 LOT 2 DOC NO 1628316	17-10011-142	68	\$952.00	\$4,050.00	\$5,002.00	NO
JOHNNY A KEY JR KELLY COENEN 732 AVON ST LA CROSSE WI 54603-2621	732 AVON ST	LOT 1 BLOCK 30 (ASSMT INC 17-10064 010)	17-10020-130	110	\$1,540.00	\$0.00	\$1,540.00	NO
		MCCONNELL & WHITTLESEY'S ADDITION						
LONG YANG 817 ST CLOUD ST LA CROSSE WI 54603	817 ST CLOUD ST	W1/2 LOTS 1 & 2 BLOCK 3	17-10064-030	75	\$1,050.00	\$4,050.00	\$5,100.00	NO
TOTAL ASSESSMENT								\$11,642.00
TOTAL DEFERRED ASSESSMENT								\$0.00



ORIGINAL ASSESSMENT ESTIMATE

For the construction of water main and all appurtenances on St Cloud Street between Avon Street and Liberty Street

OWNER & MAIL ADDRESS	PROPERTY ADDRESS	ADDITION & PROPERTY DESCRIPTION	PARCEL ID#	WATER MAIN		INDIVIDUAL SERVICES	TOTAL ASSESSMENT	DEFERRED?
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		<u>NORTH LA CROSSE ADDITION</u>						
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		<u>MCCONNELL & WHITTLESEY'S ADDITION</u>						
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TOTAL DEFERRED ASSESSMENT							\$0.00	

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Water Main Installation at the following:

- 800 block of St. Cloud Street

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Nikki M. Elsen, City Clerk

Published in the La Crosse Tribune: 6/18/2026

Mailed to property owners: 6/18/2026

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

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ATTN: NATHAN SCHNICK
BELL REH LLC
223 3RD ST N
LA CROSSE WI 54601

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State of New Jersey, County of Camden, ss:

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

PUBLICATION DATES:

June. 18 2026

NOTICE ID: aEx4Tlqux762D1bV3f0o

PUBLISHER ID: COL-WI-102482

NOTICE NAME: Water Main 800 Block St Cloud St

Publication Fee: \$59.00

Section: Legals

Category: 0001 Wisconsin Legals

Anjana Bhadoriya

(Signed) _____

VERIFICATION

State of New Jersey
County of Camden

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

Subscribed in my presence and sworn to before me on this: 06/19/2026

Sharon E. Pope

Notary Public

Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS FOR PUBLIC IMPROVEMENTS IN LA CROSSE, WISCONSIN

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Nikki M. Elsen, City Clerk
6/18 LAC
COL-WI-102482 WNAXLP

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LA CROSSE WI 54601-3396

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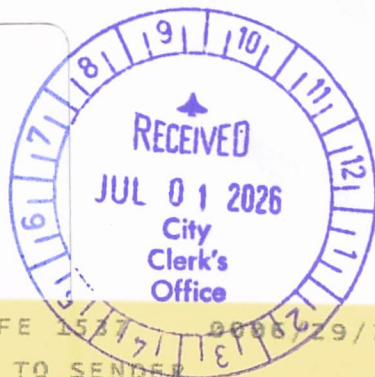
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74 FRCIN 15 54601





City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0545

Agenda Date: 7/2/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution approving assignment of parking assignment at Market Square Parking Ramp from Cameron Park Condo Association to Free Heel Capital.

RESOLUTION

WHEREAS, Cameron Park Condo Association sold its interest in the Market Square Condo Association to Free Heel Capital on November 12, 2025, and

WHEREAS, Cameron Park Condo Association held a lease in the Market Square Ramp for 100 parking spaces, and

WHEREAS, Free Heel Capital has requested that the former parking lease be assigned to Free Heel.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes the assignment of the parking lease for 100 spaces to Free Heel Capital.

BE IT FURTHER RESOLVED that City staff is hereby directed 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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID	26-0545	Caption	Resolution approving assignment of parking assignment at Market Square Parking Ramp from Cameron Park Condo Association to Free Heel Capital.
---------	---------	---------	---

Staff/Department Responsible for Legislation

Legal Department

Requestor of Legislation

City Attorney

Location, if applicable

Market Square Parking Ramp

Summary/Purpose

On November 12, 2025, Cameron Park Condo Association sold their ownership of the Market Square building. Cameron Park Condo Association holds a parking lease with the City for 100 spaces in the ramp. The new owner, Free Heel Capital, has requested a parking assignment. The lease does not carry the right for an automatic assignment. The Common Council has the authority to approve the assignment and that is the purpose of this resolution.

Background

See Summary/Purpose

Fiscal Impact

N/A

Staff Recommendation

The Legal Department recommends we go into closed session for legal advice.

AMENDED LEASE

RECITALS

WHEREAS, the City of La Crosse, and the Redevelopment Authority of the City of La Crosse, adopted a Redevelopment Plan dated September 24, 1997, and recorded in the office of the Register of Deeds of La Crosse County, in Volume 1202, Page 559, (hereinafter the "Plan"), and

WHEREAS, the City, the Authority, and the predecessor of the Developer, River Mountain, LLC, entered into a Turnkey Agreement for the Market Square Ramp/Housing/Retail Development Project dated October 13, 1997, and recorded in the office of the Register of Deeds of La Crosse County, in Volume 1210, Page 929. This Agreement was amended by Addendum No. 1 to Turnkey Agreement dated November 1997, and recorded in the office of the Register of Deeds of La Crosse County, in Volume 1210 page 952, and by Addendum No. 2 to Turnkey Agreement dated September 8, 1998, and recorded in the office of the Register of Deeds of La Crosse County, in Volume 1267 page 509. The Turnkey Agreement and Addendums No. 1 and 2, hereinafter collectively referred to as "Turnkey Agreement," provided for the construction of 62 housing units, the "Housing" as defined in the Turnkey Agreement, 14,000 square feet of retail or commercial space, the "Retail Project" as defined in the Turnkey Agreement, and Six Hundred (600) parking stalls, the "Parking Facility" as defined in the Turnkey Agreement, collectively referred to as the "Project," and

WHEREAS, the Authority made that certain Declaration of Condominium for Market Square Condominium dated September 14, 1998, and recorded in the office of the Register of Deeds of La Crosse County, in Volume 1266, Page 617, hereinafter the "Declaration," and

WHEREAS, pursuant to the Declaration, a condominium association was created, to wit: Market Square Condominium Association, Inc., hereinafter the "Association," the members of which are the Authority and the Developer, and

WHEREAS, bylaws for the Association were created: hereinafter the "Bylaws," and

WHEREAS, the Authority is currently the fee simple owner of the Parking Unit, as defined in the Declaration, and the Developer is the fee simple owner of the Retail and Residential Unit, as defined in the Declaration. The Parking Unit is also known as Unit 1, as shown on a Condominium Plat filed in the office of the Register of Deeds of La Crosse County on September 14, 1998 in Volume 2 of Condominium Plats, Page 55, as Document Number 1207639, hereinafter the "Plat," and the Retail and Residential Unit is also known as Unit 2, as shown on the Plat, and

WHEREAS, the Authority and the predecessor of the Developer entered into a Lease for one hundred (100) of the one hundred eleven (111) parking stalls located in the lower level of the Parking Unit for the use of the Developer and the tenants of the Retail and

Residential Unit, hereinafter the "Lease," a Market Square Parking/Housing/Commercial Facility Maintenance Agreement (attached to the Turnkey Agreement as Exhibit G, the "Maintenance Agreement"), an Amendment to Market Square Parking/Housing/Commercial Facility Maintenance Agreement (unrecorded, the "Amended Maintenance Agreement") and

WHEREAS, the Declaration and Bylaws require the approval of the City and/or the Authority for any change to the Retail and Residential Unit as defined in the Declaration, and

WHEREAS, the Authority and City have approved the division of the Retail and Residential Unit into separate condominium units, and

WHEREAS, the Authority and the City have approved of the Amendment to the Lease,

NOW THEREFORE, the City, Authority and the Developer hereby enter into the following Amended Lease.

WITNESSETH:

That the City and Authority do hereby demise and lease unto the Developer, the following-described premises located in the City of La Crosse, La Crosse County, State of Wisconsin, on the following terms, to-wit:

100 secured parking spaces, located in the basement of the property described in the attached Exhibit A, from the date hereof until 12/31/2038; that the Developers interest in this Lease may be assigned by Developer to the appropriate condominium association or associations for Market Square, as transferee(s) of the Lessee, without the consent or approval of the City or the Authority; that the rates charged by the City or Authority (as applicable) for each of the 100 secured parking spaces shall not exceed rates paid by the general public for comparable parking spaces in the City of La Crosse, Wisconsin that are owned or managed by the City or Authority and, in any event, rates charged for each of the 100 secured parking spaces shall not increase by more than the same percentage increase proposed by the City or Authority (as applicable) for the remaining 500 parking spaces located in the Project; and to the extent that the provisions of this Lease are inconsistent or conflict with the Turnkey Agreement or the Parking Lease, each of such documents shall be deemed to be amended hereby.

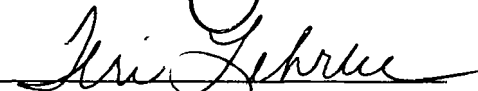
Nothing shall be stored in the basement parking garage outside of any vehicle except as otherwise approved by the City and the Authority. The City and Authority may remove any such property and store it at the cost of the owner of the property.

This contract shall be binding upon the heirs, executors, administrators, successors and assigns of both the Lessor and Lessee, who are bound as fully and completely by the covenants herein as the parties hereto.

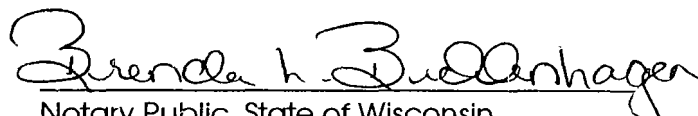
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year as hereinafter set forth above.

CITY OF LA CROSSE:

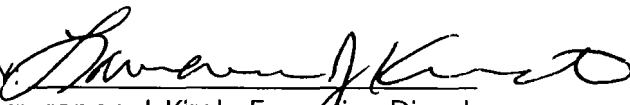
BY: 
Mark Johnsrud, Mayor

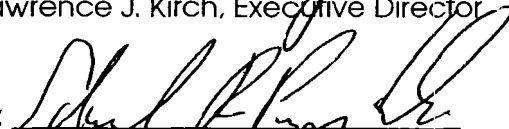
BY: 
Teri Lehrke, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

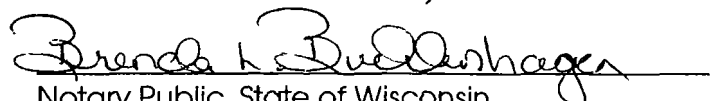

Notary Public, State of Wisconsin
My Commission: 1-30-11

REDEVELOPMENT AUTHORITY OF
THE CITY OF LA CROSSE.

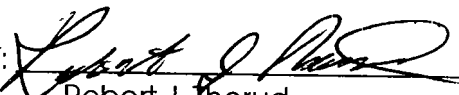
BY: 
Lawrence J. Kirch, Executive Director

BY: 
Edward R. Przytarski, Chairman

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

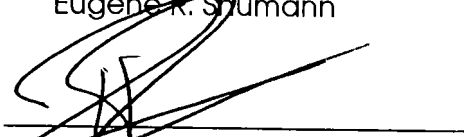

Notary Public, State of Wisconsin
My Commission: 1-30-11

DEVELOPER, RIVER MOUNTAIN, LLC,
by all of its members:

BY: 
Robert J. Thorud

Eugene R. Shumann Trust
dated August 17, 1999:

BY: 
Eugene R. Shumann

BY: 
Richard J. Beyer

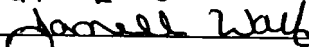
STATE OF WISCONSIN)

) ss.

COUNTY OF LA CROSSE)

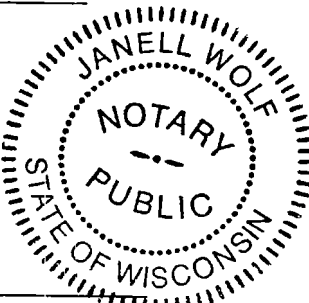
Robert J. Thorud

Eugene R. Shumann



Notary Public, State of Wisconsin

My Commission: Expiring on 6/10/2012

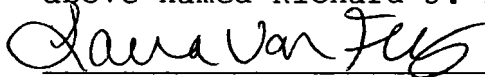


STATE OF WISCONSIN)

) ss

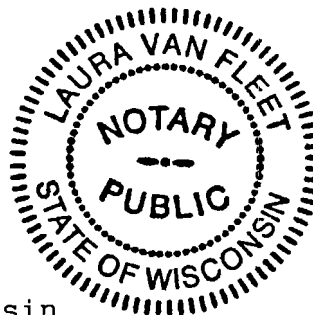
COUNTY OF LA CROSSE)

Personally came before me
on October 21, 2008, the
above-named Richard J. Beyer



Notary Public, State of Wisconsin

My commission is permanent



CONSENT OF MORTGAGEE

RIVER BANK, mortgagee on Unit 2, hereby consents to the foregoing.

Dated this 3 day of November, 2008.

By: *Phillip Moen*
Phillip Moen Title: Vice President

STATE OF WISCONSIN)
) ss
COUNTY OF LA CROSSE)

Personally came before me this 3 day of November, 2008, the above-named Phillip Moen to me known to be the person who executed the foregoing instrument and acknowledged that he executed for the purposes therein contained.

Laura Van Fleet
Laura Van Fleet Notary Public
La Crosse County, WI
My Commission is permanent/~~expires~~

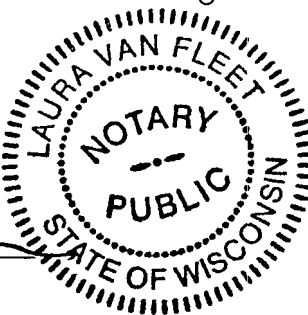


EXHIBIT A - LEGAL DESCRIPTION

Lot 1, Certified Survey Map recorded in Volume 8, page 78, City of La Crosse, La Crosse County, Wisconsin.

This Document was drafted by:
Attorney James W. McNeilly, Jr.
Lakelaw 7 Rivers La Crosse
Suite 500 Batavian Bank Building
319 Main Street
La Crosse, WI 54601



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0635

Agenda Date: 7/2/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution approving a development agreement with Stizo, LLC for infrastructure improvements related to a development at 1319 St Andrew St.

RESOLUTION

WHEREAS, the developer proposes to develop and improve a currently vacant and underutilized property into an office building with a second phase of a multifamily housing structure; and

WHEREAS, the proposed project intends to reduce underutilized property, grow the tax base and stimulate commercial and residential activity as well as provide for a place of employment and residence for citizens of the State and the City; and

WHEREAS, the project requires construction of public infrastructure.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the attached Wood Street development agreement.

BE IT FUTHER RESOLVED that the City's cost share of the public infrastructure, as is defined in the development agreement, shall be paid for with TID 16 funds.

BE IT FURTHER RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes the City Attorney, Director of Finance, Director of Planning and Development, Mayor and City Clerk to execute said agreement.

BE IT FURTHER RESOLVED that City staff is 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) 789CITY
www.cityoflacrosse.org

LEGISLATION STAFF REPORT FOR COUNCIL

File ID	26-0635	Caption	Resolution approving a development agreement with Stizo, LLC for infrastructure improvements related to a development at 1319 St Andrew St.
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Staff/Department Responsible for Legislation

Andrea Trane & Matt Gallagher/Planning & Development/Engineering & Public Works

Requestor of Legislation

City Staff and Stizo, LLC

Location, if applicable

1319 St Andrew St.

Summary/Purpose

The purpose of this development agreement is to outline responsibilities of the developer and City for public infrastructure improvements related to this development.

Background

Borton Construction is planning to relocate their building to the west side of this parcel with a future multi-family development on the east. Wood Street is planned to extend north to connect to Hagar to provide for additional access to the site and extend the City's street grid. There are certain infrastructure improvements that need to be done in the area of this development. The improvements will be owned by the City.

Fiscal Impact

Up to \$1,020,000 from TID 16 available cash.

Staff Recommendation

Approval

**WOOD STREET
DEVELOPMENT AGREEMENT
(NSA)**

This Wood Street Development Agreement (herein "Agreement") is made by and among the **City of La Crosse**, Wisconsin, a Wisconsin municipal corporation with offices located at 400 La Crosse Street, La Crosse, Wisconsin, 54601 ("**City**"), and **Stizo, LLC**, a Wisconsin limited liability company with principal offices located at 1243 Badger Street, La Crosse, Wisconsin 54601 ("**Developer**").

WITNESSETH:

Whereas, Developer owns and proposes to develop and improve a currently underutilized property into an commercial office and shop building, defined below as the "Project," within the City of La Crosse on property Developer owns, all of which property is more particularly described in **Exhibit A** ("Real Estate");

Whereas, Developer further proposes to create approximately One Million One Hundred Forty Eight Thousand Dollars (\$1,148,000) of new tax base at the Project;

Whereas, the goals for the Real Estate include encouraging private residential and commercial development and improvements and undertaking public improvements that promote desirable and sustainable uses, which further serve the needs of the community and visitors as well as fulfilling the aesthetic character standards of the City;

Whereas, the City finds it necessary to further redevelop an area of the City, (the "Real Estate"), within proximity to Tax Incremental district No. 16 (respectively "TID #16") in order to further redevelop an area of the City, reduce underutilized property, grow the tax base and stimulate commercial and residential activity as well as provide for a place of employment and residence for citizens of the State and the City;

Whereas, the City has found and determined that: (1) the economic vitality of the Real Estate is essential to the economic health of the City and other taxing jurisdictions within the City; (2) the proposed development of the Real Estate through the construction of the Project is an integral part of the residential and commercial needs of City residents, local businesses and the surrounding area; and (3) the benefits to be gained by the City as a result of the Project are greater than the costs to the City under this Agreement;

Whereas, the Developer and the City agree that the Real Estate's development and improvement shall (1) result in an economic and aesthetic benefit to the City and the surrounding area, including, without limitation, growth in the tax base and job creation; and (2) be secured for the future benefit of the citizens and the community through the construction and development of the Project all in accordance with the Master Plan to be prepared by the Developer and approved by the Commercial and Multi-Family Design Review Committee;

Whereas, the City desires the Project to proceed for the reasons set forth above and ultimately to provide increased tax revenues for the City and various taxing jurisdictions authorized to levy taxes within TID #16;

Whereas, in order to induce Developer to undertake the Project, the City has agreed to pay for certain costs included in the project plan of TID #16 ("TID Project Plan") through the use of existing municipal funds to provide other

This space is reserved for recording data

Return to

City Attorney
400 La Crosse Street
La Crosse, WI 54601

Parcel Identification Number/Tax Key Number

assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement;

Whereas, the City and Developer wish to set forth in this Agreement their respective commitments, understandings, rights and obligations in connection with the Project as more fully described herein and to further provide for the implementation of the Project; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

ARTICLE I PURPOSE; LAND; DEFINITIONS; EXHIBITS

1.1. Land Affected. The parties acknowledge that the Project will encompass and/or affect the following real property:

The Real Estate, described on **Exhibit A**, and certain public streets and rights-of-way serving the same.

1.2. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base and stimulate commercial and residential activity within the City, the City intends to undertake certain project costs and public improvements, if any, necessary for the Project, all as set forth in this Agreement. The City intends to recover its costs through payments received under this Agreement including increased tax revenues generated by the Real Estate. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed. Developer and the City plan to work together to undertake the Project on the Real Estate all as more fully described herein and in the Master Plan and as approved by the Commercial and Multi-Family Design Review Committee.

1.3. Certain Definitions. In addition to the words and phrases elsewhere defined in this Agreement, the following words and phrases, when having an initial capital letter, shall have the following meanings:

- a. "Agreement" means this Wood Street Development Agreement by and between the City and the Developer, as amended and supplemented from time to time.
- b. "City" means the City of La Crosse, Wisconsin, a Wisconsin municipal corporation.
- c. "Construction Schedule" means the construction timetable set forth on **Exhibit E**.
- d. "Developer" means Stizo, LLC, a Wisconsin limited liability company.
- e. "Master Plan" means the Master Plan for the Real Estate prepared by the Developer and approved by the Commercial and Multi-Family Design Review Committee as well as all subsequent revisions thereto that are prepared by Developer and approved by the Commercial and Multi-Family Design Review Committee.
- f. "Plans and Specifications" means the plans and specifications developed for the Project.
- g. "Project" means the development and improvement of the Real Estate by constructing a commercial office and shop building on the Real Estate all as described in more detail on

Exhibit B and in accordance with the Master Plan. Subject to the terms and conditions of this Agreement, uses for the Project shall be determined by zoning. The term "Project" excludes personal property and land.

- h. "Public Improvements" means the public infrastructure improvements, if any, to be constructed by the Developer, paid for by the Developer and reimbursed by the City in connection with the Project, which are set forth on **Exhibits D, D-1 and AA..** "Real Estate" means the real property described in **Exhibit A**.
 - i. "Signature Date" has the same meaning as provided in Section 8.22 of this Agreement.
 - j. "Substantial Completion" means the completion of the improvements to the Real Estate pursuant to the Plans and Specifications, (except for punch list items, exterior painting, and landscaping) and the issuance by the Project architect of a certificate of substantial completion and the issuance of a certificate of occupancy from the City. Subject to unavoidable delays beyond the control of the Developer, any such incomplete items shall be fully completed within a reasonable time after the date of Substantial Completion, but not to exceed ninety (90) days thereafter except site improvements such as landscaping shall be completed no later than two hundred forty (240) days after the date of Substantial Completion if weather or other conditions beyond the control of Developer prevent completion of the same.
- 1.4. **Exhibits.** The following exhibits are hereby attached to and incorporated into this Agreement:
- a. **Exhibit A.** Real Estate;
 - b. **Exhibit B.** Description of Project;
 - c. **Exhibits D, D-1 and D-2.** Description of Public Improvements;
 - d. **Exhibit E.** Construction Schedule;
 - e. **Exhibit Z** Promissory Note
 - f. **Exhibit AA.** Wood Street Improvements Cost Breakdown

ARTICLE II DEVELOPER OBLIGATIONS

2.1. **Acquire the Real Estate.** Prior to executing this Agreement, Developer agrees it has already acquired fee simple title to the Real Estate.

2.2. **Develop the Real Estate.** Developer agrees to develop and improve the Real Estate by undertaking the Project, all in accordance with the Master Plan and the Construction Schedule.

- a. **Site Preparation.** Developer shall prepare the Real Estate for construction of the Project, including, without limitation, any necessary demolition or other removal of improvements or preparation currently located on the Real Estate.
- b. **Construction Schedule.** Developer shall commence or cause other entities to commence construction on the Project, as described in **Exhibit B**, on or before September 1, 2026 with

Substantial Completion on or before December 31, 2026, all in accordance with the Construction Schedule set forth on **Exhibit E**.

- c. **Minimum Construction Costs.** Developer agrees that acquisition costs, construction costs, professional services costs, financial costs, developer's fee and cash accounts / escrow / reserves associated with the Project shall have an aggregate minimum cost of not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00).
- d. **Rights of Access.** Developer shall permit the representatives of the City to have access to the Project at all reasonable times during and following the construction when the City deems access necessary to ensure compliance with the terms and conditions of this Agreement including, but not limited to, access for inspection of all work being performed in connection with the Project as set forth in the Master Plan. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Agreement.
- e. **Public Streets and Public Improvements.** Developer shall complete the Public Improvement identified on **Exhibits D, D-1, D-2 and AA**. The cost breakdown for said improvements is defined on **Exhibit AA**. Prior to issuance of the occupancy permit for the Project, Developer shall dedicate and/or transfer or convey all public streets or alleys, public rights-of-way and utilities, and easements within the Real Estate as identified on **Exhibit A**, as finalized, to the City. The City shall reimburse the cost of Public Improvement, as depicted in Exhibits D, D-1, D-2 and AA, with cash available from TID #16. In order to construct Wood Street, the City shall provide Developer a fully executed promissory note in the amount of the costs of the improvements identified in **Exhibit Z**, subject to any cost adjustments for changes to the improvements/specifications. The promissory note shall be at the initial interest rate of zero percent (0%). Said interest rate shall increase to 6.5% on September 1, 2028. The promissory note shall provide for prepayment at any time without penalty.
- f. **Master Plan.** Prior to obtaining any building or other permits and/or commencing any construction or development on the Real Estate, Developer shall submit a Master Plan setting forth all the details of construction and development to the Commercial and Multi-Family Design Review Committee for review and approval. Said Master Plan shall conform in all material respects to the provisions of this Agreement, all applicable federal, state and local laws, ordinances, rules and regulations and shall include preliminary and final building, site and operational Plans and Specifications, including, without limitation: (1) building plans and specifications; (2) architectural plans, renderings and specifications; (3) building material plans and specifications; (4) preliminary and final site plans; (5) landscaping plans; (6) stormwater and erosion control plans; (7) lighting plans; (8) traffic and circulation plans for pedestrians, bicyclists, transit riders, truck and delivery vehicles, and automobiles; (9) signage plans and specifications; (10) water and sewer plans; and (11) any other preliminary or final plans, specifications or other requirements as determined by the City Planner. The City Planner may determine, in their sole and absolute discretion, whether one or more of the above requirements is applicable to the Project's Master Plan.

2.3. Compliance with Planning and Zoning; Use. Developer, at its own expense, shall obtain all approvals, permits and licenses as may be required by any governmental or non-governmental entity in connection with the Project. Any conditions imposed on Developer to obtain any approval, permit or license must be acceptable to the City. Developer will not initiate, approve, consent to or participate in any change or modification of the zoning in effect for the Real Estate or any portion thereof, without the City's prior written consent. No property within the

Real Estate shall be used for any use other than as set forth in the Master Plan and this Agreement and as approved by the City, including any conditions attendant with such approval, unless such use is further approved by the City under its normal zoning, review and approval procedures.

2.4. Maintenance and Repair. Developer agrees that at all times after construction of the Project, it will keep and maintain the Real Estate and the Project in good condition and repair.

2.5. Taxes. It is understood that the land and improvements resulting from the Project shall be subject to property taxes. Developer shall pay when due all federal, state and local taxes in connection with the Real Estate and all operating expenses in connection with the Real Estate and Project.

2.6. Transfer or Sale of Real Estate.

This section is intentionally blank.

2.7. Easements. Developer shall grant the City or any public utility such easements as reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other need necessary to effectuate development of the Real Estate in accordance with the Master Plan at no cost to the City.

2.8. Indemnity. Developer shall indemnify and hold harmless the City, its officers, employees and authorized representatives, ("Indemnified Party"), from and against any and all liabilities, including, without limitation, remediation required by any federal or state agency having jurisdiction, losses, damages, costs, and expenses, including reasonable attorney fees and costs, arising out of any third-party claims, causes of action, or demands made against or suffered by the Indemnified Party on account of this Agreement, unless such claims, causes of action, or demands: (a) relate to the Indemnified Party failing to perform its obligations to Developer; or (b) arise out of any willful misconduct of the Indemnified Party. At the Indemnified Party's request, Developer shall appear for and defend the Indemnified Party, at Developer's expense, in any action or proceeding to which the Indemnified Party may be made a party by reason of any of the foregoing.

2.9. Utilities.

- a. Other Utilities.** Developer shall be responsible for, pay for and cause electrical power, telephone facilities, cable TV lines, and natural gas facilities to be installed in such a manner as to make proper and adequate service available to each building in the Project, as described in the Master Plan. Plans indicating the proposed location of each such utility to service the Project shall be shown on the Master Plan and construction plans to be provided to the City Plan Commission for approval prior to the installation of the utility.
- b. Water and Sewer.** Except as provided on Exhibit D, Developer shall be solely responsible for and shall pay all costs of connecting water and sewer service from the public streets, alley, right of way, or other approved infrastructure to the buildings within the Real Estate.
- c. Street and Utilities to be Dedicated to the Public.** As shown in **Exhibit D** (Public Improvements), Developer shall fund Developer-Funded Improvements and City-Funded Improvements at its own cost and expense until the City reimburses Developer in accordance with this Agreement. Developer shall dedicate and convey such Public Improvements to the City. Developer will, at all times, maintain a full "open book process" and ensure that the requirements of payment and performance bonds are obtained as well as the payment of prevailing wages, as required by law, are followed so that the Public Improvements comply with the Wisconsin public construction requirements. All bids shall be publicly bid in accordance with § 62.15, Wis. Stat., and opened in public at City Hall. After

publicly opening the bids, Developer and City shall jointly review the bids. After Developer has an opportunity to provide its recommendation, the City shall decide to either award the bids, refer the bids for thirty (30) days, or reject all bids and publicly bid the project again. Developer shall furnish full access to the City upon ten (10) days notice to all internal cost accounting records and all supporting project records with respect to the Public Improvements. Any savings during construction shall be identified immediately after bidding and monthly through cost accounting thereafter. Savings shall be completely passed on to the City, reducing the construction cost by the amount of any such savings.

2.10. Restrictions. Developer agrees to neither use nor allow a third-party to use the Real Estate for adult entertainment, pawnshops, mini-warehouses, car title loan business, payday lenders, tattoo parlors, and/or off-premise signs for a period of twenty (20) years. "Payday lenders" and "car title loan business" shall exclude banks and credit unions. This shall be a deed restriction against the Real Estate and shall run with the land.

2.11. Record Retention. Developer understands and acknowledges that the City is subject to the Public Records Law of the State of Wisconsin. As such, Developer 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. Likewise, Developer agrees to assist the City in complying with any public records request that it receives pertaining to this Agreement. Additionally, Developer agrees to indemnify and hold the City, its officers, employees and authorized representatives harmless for any liability, including without limitation, reasonable attorney fees relating to or in any way arising from Developer's actions or omissions which contribute to the Indemnified Party's inability to comply with the Public Records Law. In the event Developer decides not to retain its records for a period of seven (7) years, then it shall provide written notice to the City whereupon the City shall take custody of said records assuming such records are not already maintained by the City. This provision shall survive termination of this Agreement.

2.12. Repair and/or Replacement of Infrastructure. Developer shall repair and/or replace any damaged City infrastructure or other City property that may occur as a result of the Project, including, without limitation, sidewalks, landscaping, asphalt and light poles. Said repair and/or replacement shall be to the satisfaction of the Board of Public Works.

2.13 Local Subcontractors. It is agreed by Developer that Developer shall engage local subcontractors, workers as well as local suppliers for material. The term subcontractor is as defined in Section 66.0901(1)(d), Wis. Stat. The word, "local," shall mean that the subcontractors and suppliers of material have their principal place of business within the City of La Crosse or within a seventy-five (75) mile radius of the City of La Crosse, Wisconsin. The Developer further agrees to provide to the City Engineer a list of all subcontractors and it further agrees that eighty percent (80%) of all work performed by subcontractors for construction shall be performed by subcontractors located within the City or seventy-five (75) miles of the City of La Crosse. In determining whether the eighty percent (80%) threshold has been met, the parties shall measure based upon the dollar values of said work. If Developer does not meet this requirement, it may request a waiver from the City Engineer providing reasons for the request of the same. This Section does not apply to fixtures, furnishings and equipment.

ARTICLE III CITY OBLIGATIONS

3.1. Project Assistance. Developer agrees to advance funds on behalf of the City for certain Public Improvements, which the City shall reimburse under the terms of this Agreement. Unless the City contracts directly with a general contractor, the City shall provide a dollar-for-dollar payment to Developer for the City-Funded Improvements completed by the Developer in accordance with **Exhibit D**. Such payment shall be made as a lump sum reimbursement, periodic payments, or combination thereof after Developer provides written evidence to the City

that the Public Improvements have been completed and have been dedicated to the City.

3.2. Certificate of Completion. Upon completion of the improvements by the Developer and review of the improvements by the City, the City shall provide the Developer, upon request, with an appropriate recordable instrument certifying that the improvements have been made in accordance with this Agreement and the Master Plan, and any amendment or modifications thereto.

3.3. Assistance with Zoning Changes. If necessary, the City Planning and Development Department shall initiate the process in accordance with the City's zoning code to attempt to provide appropriate zoning for the Real Property being developed by Developer so that the zoning for the Project is in accordance with the City's comprehensive plan for the area.

3.4. City Performance Subject to Required Government Approvals. The Developer acknowledges that various of the specific undertakings of the City described in this Article III may require approvals from the City Council (and other City bodies) and other public bodies, some of which approvals may require public hearings and other legal proceedings as conditions precedent thereto. The City's agreements under this Article III are conditioned upon the obtaining of all such approvals in the manner required by law. The City cannot assure that all such approvals will be obtained; however, it agrees to use good faith efforts to obtain them on a timely basis.

3.5. Subsequent Phases. Any subsequent development of the Real Estate will be addressed in a separate development agreement.

ARTICLE IV CONDITIONS PRECEDENT TO CITY OBLIGATIONS

The City's obligations under this Agreement are conditioned upon the provisions contained herein. If all conditions contained in this Article are satisfied, or if the City waives in writing said conditions, on or before December 31, 2026, then the conditions shall be deemed satisfied. Otherwise, the City, at its option, in its absolute and sole discretion, may at any time thereafter terminate this Agreement by giving notice in writing thereof to Developer. In such event, this Agreement shall be terminated and no party shall have any further liability or obligation to the other hereunder. All submissions given by Developer to the City to satisfy the conditions contained in this Article must be satisfactory in form and content to the City.

4.1. Existence. Developer shall have provided a certified copy of Developer's formation documents and a good standing certificate issued by the appropriate governmental authority of the state of Developer's incorporation.

4.2. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions, which resolutions shall provide that Developer has been duly authorized to enter into this Agreement and all other agreements, documents and contracts required to be executed in connection with the transactions which are the subject of this Agreement.

4.3. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts. Developer shall not be in material default under the terms of any other agreement or instrument to which Developer is a party or an obligor. Developer shall be in material compliance with all provisions of this Agreement.

4.4. Financing Commitment. Developer shall obtain and provide to the City: (1) a written financial commitment from a conventional lender, (2) written construction contract to construct and finance the Project, (3) other written proof of financial resources to construct the Project, or (4) any combination thereof. Said documents shall demonstrate sufficient funds for the construction, furnishing, equipping and installation of the Project. Said documents shall be acceptable in all respects to City, in the sole and absolute discretion of the Finance Director and

Economic Development Commission. Developer shall have closed the loan, or be prepared to close the loan, which is the subject of the financing commitment and in connection therewith, Developer shall have provided copies of the documents to be executed in connection with the construction loan to the City.

4.5. Plans and Specifications. Developer shall have provided the Master Plan, which Master Plan must be acceptable in all respects to the City and shall have been approved by the City Plan Commission with input, if any, from the Board of Public Works.

4.6. Survey. Developer shall provide an ALTA survey of the Real Estate certified to the City by a Wisconsin registered land surveyor, showing the location of all improvements now prior to commencing construction and to be located thereon after said improvements are built pursuant to the Master Plan, all easements, pathways, exterior boundary lines, walkways, private and public streets, adjoining public streets and alleys, utilities, exits and entrances, all curbs, gutters, sidewalks, medians and lighting. The survey must show a state of facts acceptable to the Board of Public Works.

4.7. Insurance. Developer shall have delivered to the City certificates of all insurance required under this Agreement showing the City as a named insured during the construction of the Project. Said insurance shall not be cancelled, non-renewed nor have any material changes without providing thirty (30) days advanced written notice to the City.

4.8. Approvals and Permits. The Developer shall at its expense have obtained all approvals and permits necessary to undertake the Project on the Real Estate, including but not limited to, site plan review, zoning approvals, and any other local, state or federal approvals or permits.

4.9. Compliance with Law. Developer shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

4.10. Compliance with Agreements. Developer shall be in compliance with this Agreement and all other agreements it may have with the City.

4.11 Public Improvement Reimbursement. Prior to any Public Improvements being reimbursed to the Developer pursuant to this Agreement, Developer shall ensure compliance with the Wisconsin public bidding and public construction laws. Developer shall cooperate with the City's Engineering Department to ensure compliance. Reimbursement shall be a cost not to exceed \$1,020,000 based on the cost estimates provided in Exhibit AA.

ARTICLE V CONDITIONS PRECEDENT TO DEVELOPER'S OBLIGATIONS

Developer's obligations under this Agreement are conditioned upon the following:

5.1. Financing. Developer obtaining financing for the Project, upon terms acceptable to Developer, in Developer's sole and absolute discretion.

5.2 Public Improvements. At the request of Developer, the City shall accept ownership of the Public Improvements that are constructed in compliance with the Wisconsin public bidding and public construction laws. The City's Engineering Department shall cooperate with the Developer to help ensure compliance with such requirements.

ARTICLE VI

REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer represents and warrants to and covenants with the City, and the City represents and warrants to and covenants with Developer as respectively follows:

6.1. No Material Change. All copies of documents, contracts and agreements which Developer has furnished to the City, or its agents are true and correct.

6.2. Taxes. Developer has paid, and shall pay when due, all federal, state and local taxes, and shall promptly prepare and file returns for accrued taxes.

6.3. Compliance with Zoning. Developer covenants that the Real Estate, upon completion of the Project, will conform and comply in all respects with applicable federal, state, local and other laws, rules, regulations and ordinance, including, without limitation, zoning and land division laws, building codes and environmental laws.

6.4. Payment. All work performed and/or materials furnished for the Project, including the Public Improvements, shall be fully paid for by Developer.

6.5. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

6.6. Good Standing. Developer is a limited liability company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

6.7. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary corporate action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally. The City represents and warrants to Developer that it has the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by City under this Agreement.

6.8. No Conflict. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's Articles of Organization or Operating Agreement or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer.

6.9. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Project or any guarantor that would adversely affect the Project, Developer or any guarantor or the

priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

6.10. No Default. No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

6.11. Fees and Commissions. The City shall not be liable for any broker fees or commissions incurred by the Developer in connection with any transactions contemplated by this Agreement.

6.12. Financing Accommodation.

- a. **No Assignment.** Developer, its successors, assigns and transferees will not transfer, assign, convey or encumber, nor will Developer, its successors, assigns or transferees agree to or permit the transfer, assignment, conveyance or encumbrance of the Project or any of the Real Estate except as provided in Sections 2.6 and 8.1 of this Agreement. The principals, shareholders, members, managers and/or partners of Developer, its successors, assigns and transferees will not transfer, assign, convey or encumber their respective interests in Developer, its successors, assigns or transferees, as the case may be, if such anticipated transfer, assignment, conveyance or encumbrance would result in the original members of the Developer having less than majority voting control of the Developer, without providing written notification thereof to the City at least forty-five (45) days prior to the date the proposed transfer, assignment, conveyance or encumbrance is to take effect. Any attempt to so act shall be void and have no effect.
- b. **No Subordination.** The City shall not subordinate any interest it has in this Agreement for any reason, unless it is determined to be in the best interests of the City. Any requests for subordination shall be submitted, in writing, explaining why the request is in the best interests of the City. Said request shall be received by the City not less than forty-five (45) days prior to any City Council action on said request. Said subordination may only be approved by the City Council.
- c. **Developer Financing.** Notwithstanding this Section 6.12, Developer may transfer, assign or encumber the Real Estate in order to secure financing for the acquisition of the Real Estate and/or for construction of the Project. Said lender may place a lien and/or mortgage on the Real Estate, including any renewals, extensions, replacements, modifications or refinancing. Lender's mortgage and/or loan may be transferred or assigned by lender in a secondary market without prior City Council approval. In the event of a foreclosure against Developer by lender or a deed transfer in lieu of foreclosure, lender shall assume the duties, obligations and rights of Developer under this Agreement. In such a circumstance, lender may transfer or assign this Agreement and its accompanying duties, obligations and rights, to another developer without prior City Council approval. In any circumstance, lender shall provide reasonable notice to City of such actions. This Section shall survive any foreclosure proceeding.

6.13. Commencement and Completion. Developer shall commence and complete construction of the Project in accordance with Section 2.2 above.

6.14. Compliance with Plans. Developer will cause the Project to be constructed in accordance with the Master Plan and will promptly correct any defects in construction or deviations from the Master Plan.

6.15. No Changes. Developer shall not, without City's prior written consent: (i) consent to any amendments to any documents delivered to City pursuant to this Agreement; (ii) approve any changes in the Project or the Master Plan or permit any work to be done pursuant to any changes.

6.16. Inspection of Project. Developer shall permit City, its inspectors and/or its construction consultant, at all reasonable times and at no cost to inspect the Project and all matters relating to the development thereof. City assumes no obligation to Developer for the sufficiency or adequacy of such inspections, it being acknowledged that such inspections are made for the sole and separate benefit of City. The fact that City may make such inspections shall in no way relieve Developer from its duty to independently ascertain that the construction of the Project and Developer's compliance with this Agreement is being completed in accordance with the approved Master Plan and the terms and conditions of this Agreement.

6.17. Notification. Developer shall:

- a. As soon as possible and in any event within five (5) business days after the occurrence of any default, notify City in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Developer with respect thereto.
- b. Promptly notify City of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Developer contained in this Agreement to be untrue.
- c. Notify City and provide copies, immediately upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Developer or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Developer or any guarantor under any environmental laws, rules, regulations or ordinances or which seeks damages or civil, criminal or punitive penalties from or against Developer or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

6.18. Unrelated Activity. It is the intention of Developer and City that the sole business of Developer shall be the construction, ownership and operation of the Project, and Developer shall take no action inconsistent with such intention, including without limitation the acquisition by Developer of real or personal property unrelated to the Project, investment by Developer in the assets or stock of any other person, joining by Developer with any other person in any partnership or joint venture, or the creation or incurring of indebtedness by Developer unrelated to the Project.

6.19. No Indebtedness. Except in the ordinary course of business and except for funds borrowed to provide the financing for the purchase of the Real Estate or the construction of the Project, Developer shall not incur, create, assume, permit to exist, guarantee, endorse or otherwise become directly or indirectly or contingently responsible or liable for any indebtedness. "Indebtedness" shall mean any liability or obligation of Developer: (a) for borrowed money or for the deferred purchase price of property or services (excluding trade obligations incurred in the ordinary course of business); (b) as lessee under leases that have been or should be capitalized according to generally accepted accounting principles; (c) evidenced by notes, bonds, debentures or similar obligations; (d) under any guaranty or endorsement (other than in connection with the deposit and collection of checks in the ordinary course of business), and other contingent obligations to purchase, provide funds for payment, supply funds to invest in any entity, or otherwise assure a creditor against loss; or (e) secured by any security interest or lien on assets of Developer, whether or not the obligations secured have been assumed by Developer.

6.20. Correction of Defects. Developer shall, upon demand of City (and City may rely on the advice of its inspector and shall not be liable for any errors in such advice), correct any material defect, structural or otherwise, in the Project or any departure from the Master Plan.

6.21. Not for Speculation. Developer represents and warrants that its acquisition of the Real Estate and its undertakings pursuant to this Agreement shall be for the sole and express purpose of the redevelopment of the Real Estate consistent with the Master Plan and the terms and conditions of this Agreement and are not for the speculation in land holdings.

ARTICLE VII DEFAULT

7.1 Developer's Default.

- a. **Remedies.** In the event (i) any representation or warranty of Developer herein or in any agreement or certificate delivered pursuant hereto shall prove to have been false in any material respect when made or (ii) of Developer's default hereunder which is not cured within one hundred twenty (120) days after written notice thereof to Developer, the City shall have all rights and remedies available under law or equity with respect to said default. In addition, and without limitation, the City shall have the following specific rights and remedies:
 - (1) With respect to matters that are capable of being corrected by the City, the City may at its option enter upon the Real Estate, through legal process, for the purpose of correcting the default and the City's reasonable costs in correcting same, plus interest at one percent (1%) per month, shall be paid by Developer to the City immediately upon demand;
 - (2) Injunctive relief;
 - (3) Action for specific performance;
 - (4) Action for money damages;
 - (5) Repayment by Developer of any incentives and damages via special assessment or special charge under Section 66.0627, Wis. Stat., prior to any first mortgage lien on the property. The owners of the Real Estate and their successors and assigns further agree that they waive any objection to the City making said special charge or assessment; however, they still retain their right to object to the accuracy of the amount of the special charge or assessment;
 - (6) Any other remedy in this Agreement.
- b. **Reimbursement.** Any amounts expended by the City in enforcing this Agreement and the obligations of Developer hereunder, including reasonable attorney's fees, and any amounts expended by the City in curing a default on behalf of Developer, together with interest at one percent (1%) per month, shall be paid by Developer to the City upon demand and shall constitute a lien against the Real Estate until such amounts are reimbursed or paid to the City, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.
- c. **Remedies are Cumulative.** All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

- d. **Failure to Enforce Not a Waiver.** Failure of the City to enforce any provision contained herein shall not be deemed a waiver of the City's rights to enforce such provision or any other provision in the event of a subsequent default.

7.2 City's Default.

- a. **Remedies.** In the event of the City's default hereunder which is not cured within sixty (60) days after written notice thereof to the City (provided, however, if the default is of a nature that is not curable within 60 days after written notice, then such longer period of time not to extend beyond 180 days so long as City diligently pursues a cure within 60 days after receipt of written notice from the Developer), Developer shall have all rights and remedies available under law or equity with respect to said default. In addition, and without limitation, Developer shall have the following specific rights and remedies:
 - (1) Injunctive relief;
 - (2) Action for specific performance; and
 - (3) Action for money damages.
- b. **Remedies are Cumulative.** All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.
- c. **Failure to Enforce Not a Waiver.** Failure of Developer to enforce any provision contained herein shall not be deemed a waiver of Developer's rights to enforce such provision or any other provision in the event of a subsequent default.

7.3. Mediation of Disputes Required. Unless the parties agree otherwise, prior to litigation and as a condition precedent to bringing litigation, any party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The parties shall split the costs of mediation equally. In the event of impasse at mediation, the aggrieved party may then commence an action. However, the parties shall be bound to agree to alternative dispute resolution as ordered by the Court.

ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1. Assignment. Except as provided in Sections 2.6 and 6.12, Developer may not assign its rights or obligations under this Agreement without the prior written consent of the City. Developer shall provide not less than forty-five (45) days advance written notice of any intended assignment.

8.2. Nondiscrimination. In the performance of work under this Agreement, Developer agrees not to discriminate against any employee or applicant for employment nor shall the development or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry and that the construction and operation of the Project shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

8.3. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City, have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

8.4. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, pandemic, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, pandemic, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

8.5. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties, and indemnifications contained herein shall survive the termination or expiration of this Agreement.

8.6. Implementation Schedule and Time of the Essence. All phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of the City. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum ninety (90) days. The Economic Development Commission shall otherwise oversee the day-to-day operations of this Agreement.

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

To the City:	Attn: City Clerk City of La Crosse 400 La Crosse Street La Crosse, Wisconsin 54601
with a copy to:	Attn: City Planner City of La Crosse 400 La Crosse Street La Crosse, Wisconsin 54601
To the Developer:	Attn: Managing Member STIZO, LLC 1243 Badger Street La Crosse, WI 54601

8.8. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin and shall be deemed to have been drafted through the combined efforts of parties of equal bargaining strength. Any action at law or in equity relating to this Agreement shall be instituted exclusively in the courts of the State of Wisconsin and venued in La Crosse County. Each party waives its right to change venue.

8.9. Conflict of Interest. Developer shall avoid all conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. Developer is familiar with the City's prohibition against the acceptance of any gift by a City officer or designated employee, which prohibition is found in Section 2-133 of the City of La Crosse Municipal Code. Developer agrees not to offer any City officer or designated employee any gift prohibited by said Code. The offer or giving of any prohibited gift shall constitute a material breach of this Agreement by Developer.

In addition to any other remedies the City may have in law or equity, the City may immediately terminate this Agreement for such breach. No member, officer or employee of the City shall have any personal financial interest, direct or indirect, in this Agreement, nor shall any such member, officer or employee participate in any decision relating to this Agreement.

8.10. Execution in Counterparts. This Agreement may be executed in several counterparts, each which may be deemed an original, and all of such counterparts together shall constitute one and the same agreement.

8.11. Disclaimer Relationships. Developer acknowledges and agrees that nothing contained in this Agreement or any contract between Developer and the City or any act by the City or any third parties shall be deemed or construed by any of the parties or by third persons to create any relationship or third party beneficiary, principal or agent limited or general partnership or joint venture or of any association or relationship involving the City. It is understood and agreed that Developer, in the performance of the work and services of these Project shall not act as an agent or employee of the City and neither the Developer nor its officers, employees, agents, licensees, sublicensees, subcontractors shall obtain any rights to retirement benefits or the benefits which accrue to the City's employees and Developer hereby expressly waives any claim it may have to any such rights. Each party shall be responsible for its own separate debts, obligations and other liabilities.

8.12. Severability. Should any part, term, portion or provision of this Agreement or the application thereof to any person or circumstance be in conflict with any state or federal law or otherwise be rendered unenforceable, it shall be deemed severable and shall not affect the remaining provisions, provided that such remaining provisions can be construed in substance to continue to constitute the agreement that the parties intended to enter into in the first instance.

8.13. Termination. Except for sections 2.11 (Record Retention) and 8.5 (Survival), which by their terms survive the termination of this Agreement, this Agreement and all obligations hereunder, shall terminate upon the issuance by the City of the certificate of occupancy. This Agreement may also be terminated as provided in Article IV (Conditions Precedent to City), Article V (Conditions Precedent to Developer Obligations) and Section 8.9 (Conflict of Interest) hereof.

8.14. Memorandum of Agreement. Promptly upon full execution of this Agreement and prior to the recording of any mortgage or other security instrument against any portion of the Real Estate, the Developer agrees that the City may record this Agreement, or a memorandum thereof, with the Register of Deeds for La Crosse County, Wisconsin. Any such memorandum shall be in form and substance reasonably acceptable to the City and the Developer.

8.15. Covenants Running with Land. All of the covenants, obligations and promises of Developer set forth herein shall be deemed to encumber the Development and run with the land described in **Exhibit A** and shall bind any successor, assignee or transferee of Developer until such time as this Agreement is terminated.

8.16. Amendments. No agreement or understanding changing, modifying or extending this Agreement shall be binding upon either party unless in writing, approved and executed by the City and Developer.

8.17. 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.

8.18.1 JURY TRIAL. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL

ON ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE OTHER PARTY.

8.19. Construction. This Contract shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. The headings, table of contents and captions contained in the Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement. 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 contest may require. In the event that any of the provisions, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected.

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

8.21. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City, granting approvals or conditions attendant with such approval, the specific action of the City shall be deemed controlling.

8.22. Execution of Agreement. Developer shall sign, execute and deliver this Agreement to the City on or before the close of regular City Hall business hours forty-five (45) days after its final adoption by the City, whichever occurs later. Developer's failure to sign, execute and cause this Agreement to be received by the City within said time period shall render the Agreement null and void, unless otherwise authorized by the City. After Developer has signed, executed and delivered the Agreement, the City shall sign and execute the Agreement. The final signature date of the City shall be the signature date of Agreement ("Signature Date").

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

Dated this ____ day of ____, 2026

Dated this ____ day of ____, 2026

STIZO, LLC

City of La Crosse

Marvin W. Wanders, Managing Member

Shaundel Washington-Spivey, Mayor

Subscribed and sworn to before me this
____ day of ____, 2026.

Subscribed and sworn to before me this
____ day of ____, 2026.

Notary Public, State of Wisconsin
My Commission: _____

Notary Public, State of Wisconsin
My Commission: _____

EXHIBIT A
Legal Description

That part of the Southwest Quarter of the Northeast Quarter of Section 29, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, described as follows:

Commencing at the northeast corner of said Section 29; thence South 89 degrees 22 minutes 41 seconds West, assumed bearing, on the north line of said Northeast Quarter, 2623.15 feet to the northwest corner of said Northeast Quarter; thence South 00 degrees 51 minutes 42 seconds East on the west line of said Northwest Quarter, 2244.42 feet; thence North 89 degrees 37 minutes 08 seconds East, 43.93 feet to the east right of way line of George Street; thence North 00 degrees 01 minutes 46 seconds East on said east right of way line, 47.41 feet; thence North 88 degrees 53 minutes 13 seconds East, 95.70 feet; thence North 00 degrees 51 minutes 11 seconds West, 52.54 feet; thence North 89 degrees 00 minutes 15 seconds East, 38.73 feet; thence North 00 degrees 48 minutes 45 seconds West, 298.17 feet to the south right of way line of St. Cloud Street; thence easterly on said south right of way line on the following three courses; 1) thence North 89 degrees 29 minutes 37 seconds East, 59.42 feet; 2) thence South 04 degrees 26 minutes 56 seconds East, 5.46 feet; 3) thence North 89 degrees 28 minutes 22 seconds East, 120.43 feet; thence South 00 degrees 22 minutes 52 seconds East, 168.49 feet to the point of beginning; thence North 89 degrees 37 minutes 08 seconds East, 96.42 feet; thence South 00 degrees 22 minutes 52 seconds East, 176.26 feet; thence South 89 degrees 37 minutes 08 seconds West, 96.42 feet; thence North 00 degrees 22 minutes 52 seconds West, 176.25 feet to the point of beginning.

Exhibit B- Description of Project



May 13th, 2026

BORTON CONSTRUCTION, INC.

ATTN: City of La Crosse Planning & Development Department

RE: Design Review Summary – Borton Construction Office & Shop Planned Development District Petition

To Whom It May Concern,

On behalf of Borton Development, LLC, we are pleased to present this summary for the May 22nd design review of the proposed Borton Construction office and shop facility located at 1325 St. Andrew Street in La Crosse, Wisconsin. This project will consolidate Borton Construction's office, warehouse, and operational facilities into one professionally designed location.

The proposed development includes approximately 56,518 square feet of site area with 14,189 square feet of open space (25.10%). The 10,289-square-foot building will consist of approximately 6,280 square feet of warehouse space and 4,018 square feet of office space. The project has been carefully designed to support operational needs while remaining compatible with surrounding multifamily, commercial, and industrial properties.

With an estimated value of approximately \$1.7 million, the project includes significant investment in quality construction, stormwater management, and geotechnical preparation. Exterior materials including brick, Central States concealed fastener board and batten metal siding, shingled roofing, and commercial-grade aluminum windows and doors will provide a durable, professional appearance that will fit seamlessly within the surrounding area. The landscaping and site design provide a balanced approach between light industrial and industrial standards, promoting environmental sustainability while ensuring the development remains practical, visually appealing, and compatible with neighboring properties.

For review purposes, attached documents include the Certified Survey Map Draft, preliminary civil drawings, architectural and structural design drawings, landscaping plan, photometrics plan, and completed soil borings. These materials provide comprehensive supporting documentation for the proposed development and demonstrate the project's commitment to responsible planning, engineering, and design.

Physical development is anticipated to begin on or around September 1, 2026. This facility will enhance the property, support local union jobs, and remain consistent with the broader development character of the City of La Crosse. We appreciate the opportunity to participate in this design review process and look forward to working with the City throughout final approvals.

Sincerely,

Paul Borsheim

President/Borton Development, LLC.

EXHIBIT D

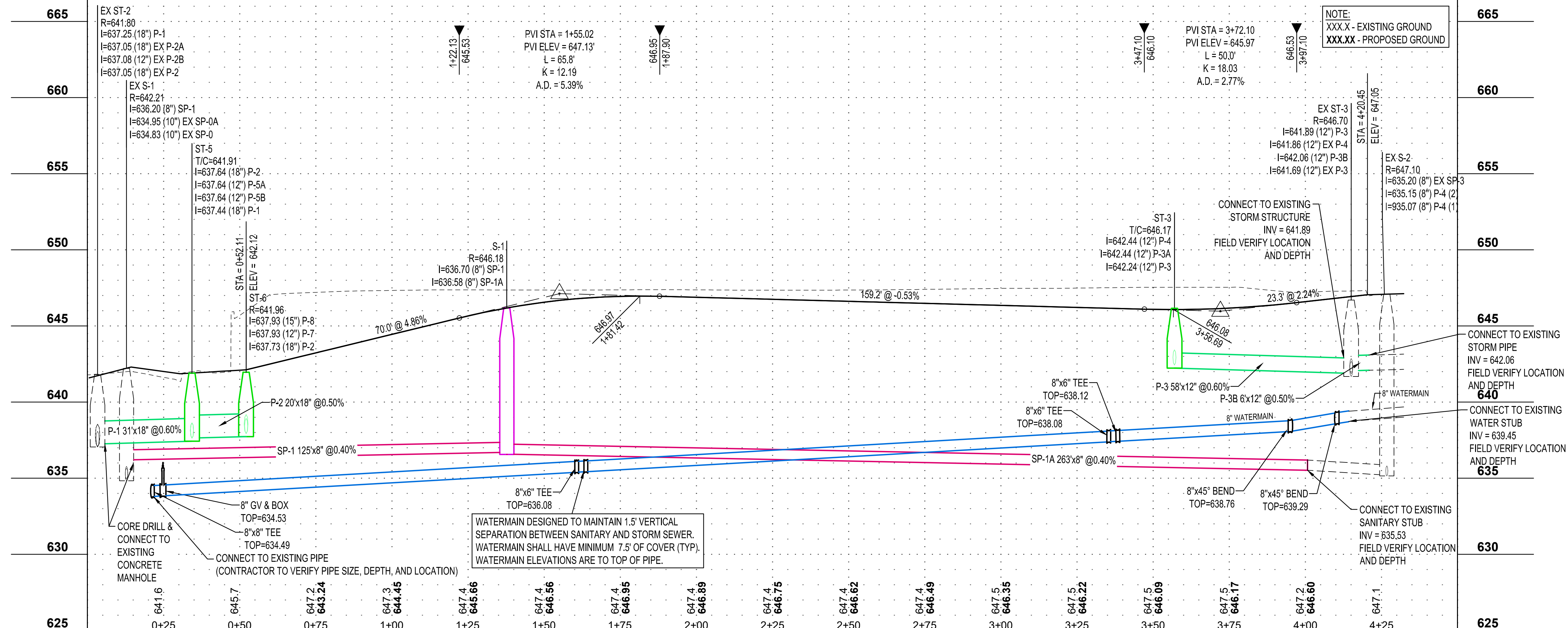
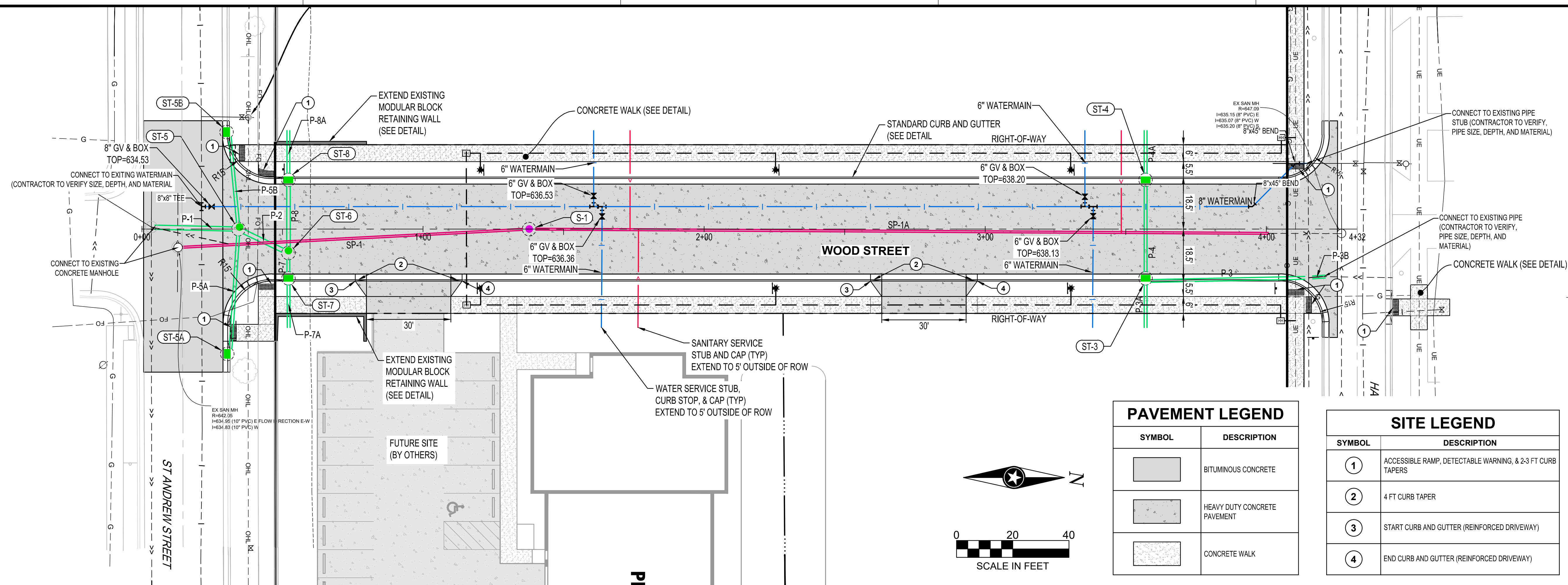
Description of Public Improvements

Developer-Funded Improvements to be Dedicated to the Public:

A new section of roadway, Wood Street, from the north R/W line of Saint Andrew Street to the south R/W line of Hagar Street, including said adjacent intersections as necessary for utility connections. All public facilities, built to City of La Crosse Specifications and Details, including, but not limited to, roadway pavement and markings, curb & gutter, sidewalk and ramps, streetlighting, grass boulevard/terrace, and stormwater, water, and sanitary sewer pipes and structures, and all necessary appurtenances for complete, finished, and fully functioning infrastructure.

City-Funded Improvements:

The above-listed improvements within the existing public Rights-of-Way of Saint Andrew and Hagar Streets, as shown in Exhibit D-1, and that portion of land dedicated by CSM for a new 60-foot R/W for Wood Street extension, as shown in Exhibit D-2. City funding shall be upon successful recording of the dedication of Wood Street, completion of the public improvement, and other fulfillment of any funding conditions elsewhere in this Developer Agreement.



ISG



CERTIFIED SURVEY MAP

PART OF THE SOUTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 29, TOWNSHIP
16 NORTH, RANGE 7 WEST, CITY OF LA CROSSE,
LA CROSSE COUNTY, WISCONSIN

UNPLATTED

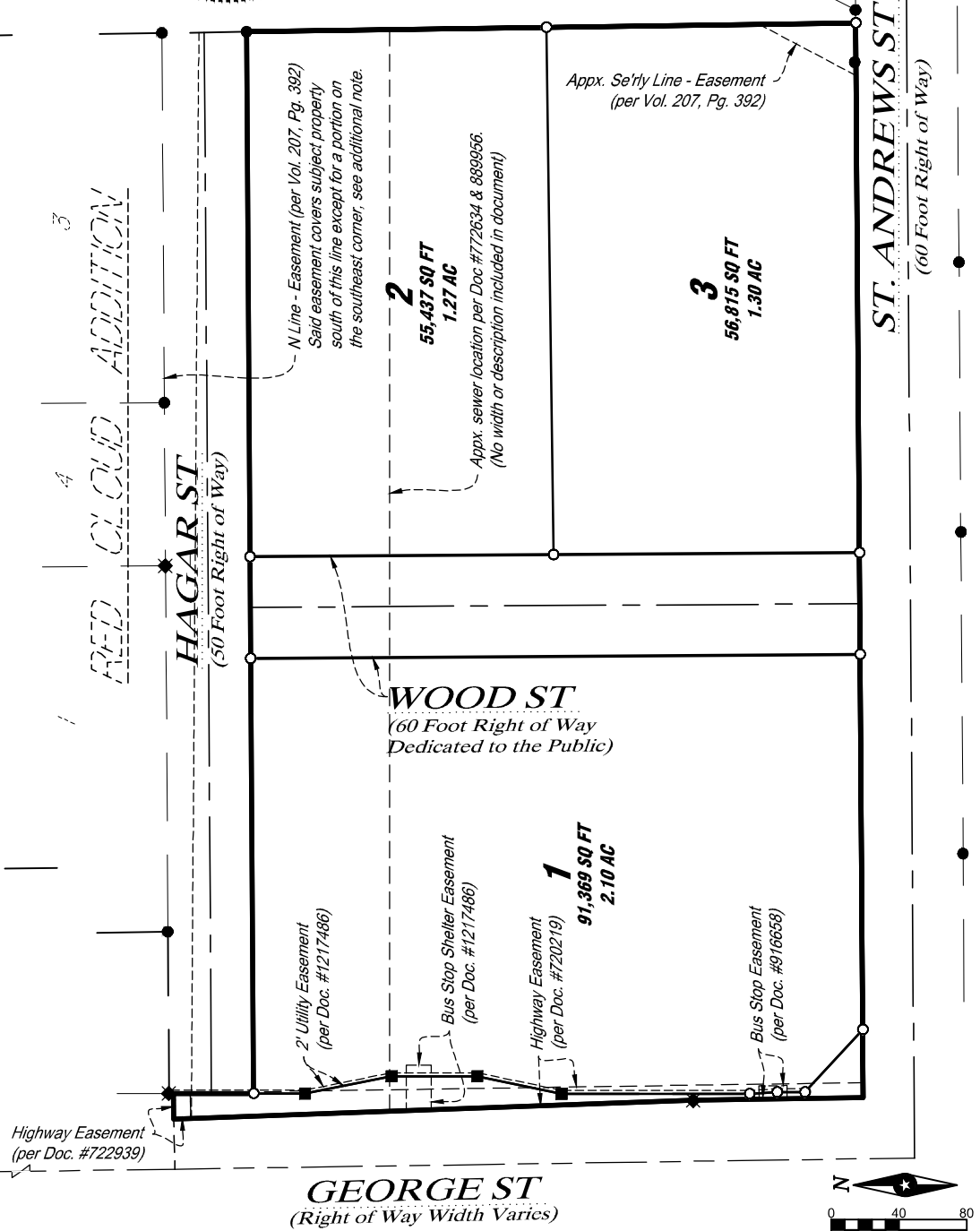


Exhibit E
Construction Schedule
Wood Street Extension

Task	Duration
1. Erosion Control and Traffic Control	2 Days
2. Removals	3 Days
3. Sanitary Sewer Construction	8 Days
4. Watermain Construction	7 Days
5. Storm Sewer	5 Days
6. Grading & Base Aggregate	5 Days
7. Retaining Wall Construction	10 Days
8. Curb & Gutter	3 Days
9. Concrete Paving	10 Days
10. Asphalt Patching (St. Andrews)	2 Days
11. Sidewalk Paving	5 Days
12. Lighting Install	5 Days
13. Topsoiling & Seeding	3 Days

Total expected duration. 14 weeks.

EXHIBIT Z

PROMISSORY NOTE

\$1,019,706

July 9, 2026

FOR VALUE RECEIVED, the City of La Crosse, a Wisconsin municipality ("Borrower") promises to pay to Stizo, LLC, a Wisconsin limited liability company ("Lender") the sum of One Million Nineteen Thousand Seven Hundred Four and 00/100 Dollars (\$1,019,704) with interest at the rate of zero percent (0%) per annum on the unpaid balance until September 1, 2028. The payback is based on an estimate of six and one-half percent (6.5). Therefore, commencing September 1, 2028, with such interest rate of six and one-half percent (6.5%) on the unpaid balance, the principal and interest shall be payable in five (5) consecutive, annual installments. The first installment of Forty Thousand Dollars (\$40,000) is due September 1, 2028. The second installment of One Hundred Thirty Thousand Dollars (\$130,000) is due on September 1, 2029. The Third Installment of Eight Hundred Eighty-Six Thousand Two Hundred Thirty-Two Dollars (\$886,232) is due September 1, 2030, and the final payoff of Two Hundred Sixty Thousand Two Hundred Ninety Dollars (\$260,290) is due on September 1, 2031. If the actual interest rate borrowed by the developer is less than that, payments shall be adjusted accordingly.

Interest is computed for the actual number of days principal is unpaid on the basis of a 360-day year.

Each maker and endorser hereby waives presentment, demand, notice of dishonor and protest and consents to any and all extensions and renewals hereof without notice thereof. Prepayment is permitted at any time without penalty.

All unpaid principal and accrued interest bear interest after maturity of this Promissory Note, whether occurring through lapse of time or acceleration, at the rate of ten percent (10%) per year until paid. If any payment is not made on or before the 15th day after its due date, Lender may collect a delinquency charge of five percent (5%) of the unpaid installment due.

If Borrower fails to make a payment under this Promissory Note when due, and the default continues for twenty (20) days, Lender, by written notice to Borrower, may declare the entire balance of principal and accrued interest to be immediately due and payable.

In the event of Borrower's default, to the extent permitted by law, Borrower shall pay to Lender all reasonable costs and expenses before and after judgment, including without limitation, attorney's fees incurred by Lender in enforcing its rights under this Promissory Note.

This Promissory Note shall be binding on the heirs, successors and assigns of the parties herein.

CITY OF LA CROSSE

By: _____
Name: Shaundel Washington-Spivey
Title: Mayor

By: _____
Name: Nikki Elsen
Title: City Clerk

EXHIBIT AA: WOOD STREET CONSTRUCTION ESTI

Wood Street Development Agreement

11-Jun-26

	Uses	Remarks
Land Cost	\$115,992	
Engineering Survey, Design, & Bidding	\$77,500	
Construction Inspection & Administration	\$75,110	
Street Construction	\$682,820	Includes all water and sanitary sewer mains &
15% Construction Contingency	\$68,282	
Total	\$1,019,704	

IMATE

and appurtenances through the development



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0639

Agenda Date: 7/2/2026

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 La Crosse Regional Airport.

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 when substantive changes in the nature of the duties, responsibilities, working conditions, and other factors occurs; and

WHEREAS, the Director of the La Crosse Regional Airport has determined that a need to reclassify and reorganize positions within the La Crosse Regional Airport has occurred due to changes in demand of the airport; and

WHEREAS, the Director of the La Crosse Regional Airport has made the appropriate request to the Director of Human Resources who must make a recommendation to the Common Council of the City of La Crosse.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby amends the table of positions and classifications within the La Crosse Regional Airport by the following:

- Reclassify the position of Business Manager – Airport, exempt, Grade 12, Step 5 \$87,131.20 to Deputy Director – Airport, exempt, Grade 16, Step 1 \$102,460.80. This change will subsequently remove the position of Business Manager – Airport from the table of positions and classifications.
- Reclassify the position of Airport Maintenance Supervisor, exempt, Grade 11, Step 4, \$79,227.20 to Airport Maintenance Manager, exempt, Grade 13, Step 1, \$83,616.00.
- Add the position of Airport Operations Manager, exempt, Grade 13 with a hiring range of \$83,616.00 (Step 1) to \$95,784.00 (Step 6).

BE IT FURTHER RESOLVED that the changes to the table of positions and classification at the La Crosse Regional Airport will not result in additional expense to the 2026 Airport operating budget.

BE IT FURTHER RESOLVED that the Director of Human Resources, the Director of the La Crosse Regional Airport and the Director of Finance are hereby authorized and directed to take all necessary steps to implement this resolution effective July 17, 2026.



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	26-0639	Caption	Resolution approving a reorganization to the table of positions and classifications within the La Crosse Regional Airport
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Staff/Department Responsible for Legislation

Rebecca Franzen, Director of Human Resources
Lauren Koss, Director of La Crosse Regional Airport

Requestor of Legislation

Rebecca Franzen, Director of Human Resources

Location, if applicable

N/A

Summary/Purpose

The purpose of this resolution is to approve changes to two current positions at the Airport and adding one new position.

1. Reclassify the position of Business Manager - Airport to Deputy Director - Airport.
2. Reclassify the position of Airport Maintenance Supervisor to Airport Maintenance Manager.
3. Add the position of Airport Operations Manager.

Background

In response to increased air service activity and evolving operational demands at the La Crosse Regional Airport, the Airport conducted a review of its organizational structure to ensure continued efficiency, accountability, and long-term sustainability.

This reorganization updates the leadership framework to better align departmental responsibilities, strengthen operational oversight, and provide the management capacity necessary to support the airport's continued growth and strategic objectives. The two reclassifications align the duties, responsibilities, and expertise of existing personnel with appropriate position classifications, while the addition of a new management position enhances departmental oversight and supports the continued efficient operation and long-term sustainability of the airport. This reorganization maintains the Airport's current staffing level and does not result in an increase in full-time equivalent (FTE) positions.

Fiscal Impact

In 2026, there is no estimated fiscal impact to the Airport Operation budget. In 2027, there is an anticipated increase to the airport operating budget of \$20,000 to \$22,000 for salary and benefits based on the current wage scale.

Staff Recommendation

Staff recommend approval.

LA CROSSE WISCONSIN



Name			
Position Title	Airport Maintenance Manager	Department	La Crosse Regional Airport
FLSA	Exempt	Reports To	Deputy Director – La Crosse Regional Airport
Pay Grade	13	Unit	Non-represented

Purpose of Position

This position maintains all systems, infrastructure, and assets of the La Crosse Regional Airport. The work is done independently and through subordinate staff. Work is conducted in a highly regulated setting subject to the requirements of the Federal Aviation Administration (FAA), the Transportation Security Administration (TSA), and other state and Federal agencies. The incumbent possesses the ability to plan and communicate work across staff, city departments, tenants, vendors, suppliers, the public, and other entities to ensure a safe and secure operating environment. Position is responsible for the daily planning, coordination, and supervision of airport maintenance staff. Work is performed under the limited direction of the Deputy Director – Airport and Airport Director.

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.

- Assigns, coordinates, schedules, and supervises the daily work of Airport Maintenance staff; monitors work quality, evaluates performance, ensures training, and recommends or administers corrective or disciplinary action as appropriate.
- Represents airport management in the absence of higher authority, particularly in interactions with tenants, the public, airlines, and regulatory agencies, to ensure safe and efficient airport operations.
- Performs and oversees intermediate to advanced maintenance and repair of airport infrastructure, systems, and facilities, including access control systems, HVAC, plumbing, electrical systems, jet bridges, parking systems, car wash systems, pavement maintenance and marking, and general building repairs.
- Interacts with vendors and suppliers for airport needs. Solicits bids, quotes, and other pricing. In conjunction with others, drafts specifications and purchasing documentation for capital projects.
- Oversees airport and airfield-related facilities, equipment, and vehicles; prioritizes and assigns service requests and maintenance tasks, and monitors progress and follow-up to ensure timely completion.
- Operates, and ensures staff are properly trained to operate, light, medium, and heavy-duty equipment including passenger vehicles, trucks, dump trucks, snowplows, tractors, lawn mowers, and related equipment.
- Coordinates with Airport Operations staff to ensure safe and secure airport operations in compliance with 14 CFR Part 139 and 49 CFR Parts 1540 and 1542, and other applicable Federal, State, and local regulations, policies, and procedures.
- Participates in the development and implementation of the Airport Capital Improvement Program, maintenance projects, and equipment planning; attends project, construction, and coordination meetings as required.
- Participates in the Operations and Maintenance budget process by compiling information, providing recommendations, monitoring expenditures, and assigning resources in accordance with approved budgets.
- Assists the Airport Director and Deputy Director – Airport in evaluating maintenance policies, procedures, and standard operating guidelines; recommends revisions to improve efficiency, safety, and compliance.
- Coordinates work orders, routine maintenance activities, and preventative maintenance programs for vehicles, equipment, and facilities in conjunction with airport operations and management.
- Develops and maintains asset inventories, maintenance supplies, and preventative maintenance schedules; manages utilities and building systems to promote operational efficiency.
- Oversees daily and routine compliance with established safety programs, pavement management programs, and regulatory maintenance requirements.

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.

- Provides training to staff related to the safe and secure maintenance of runways, taxiways, roadways, grounds, and buildings; ensures completion of required FAA and TSA documentation and reporting related to maintenance activities.
- Maintains accurate records including inspection forms, maintenance logs, reports, and documentation; coordinates corrective actions with Airport Operations staff as needed.
- Recruits, selects, schedules, and supervises maintenance personnel; approves timecards, manages overtime and call-outs, and ensures staffing levels meet operational needs in accordance with budget and policy.
- Performs maintenance work as required by staffing levels, work schedules, emergencies, or inclement weather conditions.
- Participates in the DOT-regulated random drug and alcohol testing program.
- Maintains advanced knowledge of air traffic control terminology and radio procedures to support coordination with Airport Operations and air traffic control during routine and emergency situations.
- Maintains confidentiality of proprietary, operational, personnel, and medical information.
- Maintains regular and predictable on-site attendance and availability during emergencies, inclement weather, and special operational needs.
- Works variable shifts, including nights, weekends, and holidays, as required to meet operational and supervisory 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.

- Assists with weather monitoring, pavement surface friction measurements, and runway, taxiway, ramp, or construction inspections as needed; ensures deficiencies are addressed in a timely manner.
- Assists in maintaining and updating the Airport Emergency Plan, Airport Certification Manual, Airport Security Program, Pandemic Plan, Tarmac Delay Plan, and Safety Management System as related to airport maintenance.
- Responds to and directs emergency actions as required in support of airport operations.
- May serve as an Alternate Airport Security Coordinator and maintains required TSA credentials.
- Assists with monitoring, troubleshooting, and development of access control systems, including badging, cameras, proximity systems, and associated mechanical and technological components.
- Assists Airport management in ensuring maintenance programs and training comply with FAA and TSA regulatory requirements.
- Provides initial and recurrent training to employees on FAA and Department of Homeland Security (DHS) mandated or recommended topics when qualified to do so.
- Attends training as assigned.
- Performs related duties as assigned.

Minimum Training & Experience Requirements

- High School Diploma or equivalent required.
- Documented work experience in building systems, HVAC, carpentry, electrical systems, or construction, required.
- Four (4) to six (6) years of related experience with one (1) to four (4) years of direct supervisory experience required.
- Must demonstrate proficient use of computers, to include word processors, spreadsheets, and specialized systems such as Building Automation Systems, asset management systems, or other similar programs.
- Commercial driver license required within 60 days of hire.
- Airport Certified Employee or Certified Member from the American Association of Airport Executives within one (1) year of hire.
- Education or experience in aviation management, airport management, airport operations, airport maintenance, facility maintenance, or construction management preferred.
- Ability to pass a background check to obtain and maintain a Security Identification Display Area (SIDA) badge is required for airport access.

Language Ability and Interpersonal Communication

- Ability to utilize a wide variety of advisory data and information, such as employee evaluations, architectural and engineering drawings, insurance requirements, training reports, emergency and security directives and manuals, policy and procedure manuals, employee handbook, FAA and TSA rules and regulations, materials safety data sheets, equipment operating and maintenance manuals, field condition reports, regulations, blueprints, diagrams, maps, maintenance records, time cards, safety training materials, correspondence and computer software operating manuals.
- Ability to communicate effectively in writing and orally with Airport personnel, tenants, state agencies, Federal agencies, air traffic controllers, aircraft pilots, airline personnel, consultants, engineers, architects, contractors, vendors, media, and the general public.
- Ability to prepare a variety of documents and reports subject to regulatory requirements and Airport management directives.

Mathematical Ability

- Ability to calculate addition, subtraction, multiplication, division, percentages, fractions, decimals, volumes, ratios, present values and spatial relationships. Ability to interpret basic descriptive statistical reports.

Judgement and Situational Reasoning Ability

- Ability to use functional reasoning and apply rational judgment in performing diversified work activities.
- Ability to use functional reasoning in performing influence functions such as supervising, leading, teaching, and directing.
- 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 steer the equipment and machinery required of the job. This includes simple but continuous adjustments of the controls of motor vehicles, landscaping equipment, agricultural equipment, heavy equipment, common hand tools, computer terminals, radio communication systems, telephones, adding machines, cameras, badging systems, photocopiers, and handheld electronic devices.
- Ability to coordinate eyes, hands, feet and limbs in performing skilled movements such as typing and use of long firearms.
- 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, odors and textures associated with job-related objects, materials and tasks.
- Ability to visualize aircraft position and flight path.
- Ability to sustain prolonged visual and audio concentration.

Environmental Adaptability

- Ability to work under occasionally hazardous and uncomfortable conditions where exposure to environmental factors such as temperature variations, odors, toxic agents, noise, vibrations, wetness, machinery, electrical currents and/or dust may cause discomfort and where there is a risk of injury.



Position Title	Airport Operations Manager	Department	La Crosse Regional Airport
FLSA	Exempt	Reports To	Director of La Crosse Regional Airport
Pay Grade	13	Unit	Non-represented

Purpose of Position

This position provides direct supervision and leadership for Airport Operations Coordinators and ensures the safe, secure, and efficient operation of the La Crosse Regional Airport. The Airport Operations Manager oversees day-to-day airfield operations, airport security, and emergency preparedness in a highly regulated setting subject to the requirements of the Federal Aviation Administration (FAA), Transportation Security Administration (TSA), and other State and Federal agencies.

Work is performed under the limited direction of the Deputy Director – Airport and Director of the La Crosse Regional Airport.

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.

- Assigns, coordinates, schedules, and supervises the daily work of Airport Operations Coordinators; monitors work quality, evaluates performance, provides training, and recommends or administers corrective action as appropriate.
- Represents airport management in the absence of higher authority, particularly in interactions with tenants, the public airlines, and regulatory agencies to ensure safe and efficient airport operations.
- Oversees airfield operations and conducts, reviews, or assigns inspections of runways, taxiways, ramps, safety areas, lighting, signage, fencing, and gates; ensures discrepancies are documented and corrective actions are initiated.
- Ensures compliance with 14 CFR Part 139 and 49 CFR Parts 1540 and 1542, and other applicable Federal, State, and local regulations, policies, and procedures.
- Issues and reviews Notices to Airmen (NOTAMs), Field Condition (FICON) reports, and other operational notifications; authorizes partial or full airport closures when necessary.
- Coordinates aircraft parking, gate assignments, and operational responses for diversions, irregular operations, emergencies, and special events.
- Operates light, medium, and heavy-duty equipment, including Aircraft Rescue Firefighting (ARFF) apparatus and support equipment, and ensures subordinate staff are properly trained.
- Responds to aircraft incidents, accidents, security events, and other emergencies; implements Airport Emergency Plan and Airport Security Program measures until relieved by appropriate authority.
- Trains internal staff and external airport users on drivers training program, conducts classroom training and testing, field training and testing, and maintains records.
- Provides initial and recurrent training to internal staff on FAA and Department of Homeland Security (DHS) mandated and/or recommended regulations. Develops lesson plans, presents materials and maintains records of training accomplished.
- Conducts the annual Airport Emergency Plan review and coordinates required tabletop and tri-annual full-scale emergency exercises in concert with airport staff and mutual aid agencies.
- Coordinates snow and ice control activities in accordance with the airport Snow and Ice Control Plan and ensures adequate staffing and resource deployment.

- Serves as, or acts as alternate to, the Airport Security Coordinator; oversees airport security, public safety, and aircraft rescue firefighting (ARFF) readiness, including training compliance and incident response. Monitors and responds to access control alarms.
- Monitors security operations during routine conditions, construction projects, special events, and periods of modified access control; investigates and documents security breaches or violations.
- Assists law enforcement and regulatory agencies with investigations, including the FAA, TSA, and National Transportation Safety Board (NTSB), as required.
- Plans and directs day-to-day operational programs related to airfield activities, weather observations, emergency preparedness, and coordination of airport assets.
- Maintains advanced knowledge of air traffic control terminology and radio procedures to ensure effective communication with air traffic control during routine and emergency operations.
- Conducts or oversees weather observations and reporting and ensures continuity of observations during automated system outages.
- Maintains accurate operational logs, inspection records, incident reports, and departmental documentation; forwards reports to appropriate agencies as required.
- Administers and supports the airport Wildlife Hazard Management Plan, including coordination of wildlife hazard mitigation activities, documentation and reporting requirements, and applying for, obtaining, and maintaining all associated Federal, State, and local permits necessary to implement the plan.
- Issues service requests and coordinates with the Airport Maintenance Manager to prioritize airfield and operational maintenance tasks; monitors progress and follow-up.
- Assists in the development and implementation of the Airport Capital Improvement Program and participates in project coordination and construction meetings as assigned.
- Participates in the Operations and Maintenance budget process by compiling information, providing recommendations, and monitoring compliance with approved budgets.
- Assists the Airport Director and Deputy Director – Airport in evaluating and updating operational policies, procedures, and standard operating guidelines.
- Participates in recruitment, onboarding, scheduling, and timecard approval for Airport Operations staff in accordance with established policies.
- Provides initial and recurrent training to operations staff on FAA, DHS, TSA, and airport-specific requirements when qualified to do so.
- Performs airport operations and ARFF duties as required by staffing levels, operational needs, or emergency situations.
- Maintains confidentiality of proprietary information and employee personnel and medical records.
- Maintains regular and predictable on-site attendance and availability during emergencies, inclement weather, and special operational needs.
- Works variable shifts, including nights, weekends, and holidays, as required to meet operational and supervisory 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.

- Performs snow removal and related airfield operations duties as assigned.
- Assists law enforcement agencies with airport-related security investigations when requested.
- Responds to customer inquiries, complaints, and concerns or refers matters to appropriate staff or agencies.
- May issue citations or parking violations on airport property as authorized.
- Performs minor preventive maintenance and light operational maintenance tasks, including basic facility upkeep and ARFF station housekeeping.
- Assists in maintaining and updating the Airport Emergency Plan, Airport Certification Manual, Airport Security Program, Pandemic Plan, Tarmac Delay Plan, and Safety Management System as related to airport operations.
- Attends training as assigned.
- Performs related duties as assigned.

Minimum Training & Experience Requirements

- High School Diploma or equivalent required.
- FAR Part 139 Aircraft Rescue Firefighting (ARFF) Certification, and FEMA ICS-100/200/700 required.

- Bachelor's degree in Aviation Management, Emergency Management, or related field preferred.
- Four (4) to six (6) years of progressive experience in airport operations or related field, including supervisory responsibilities or demonstrated leadership experience.
- Must demonstrate proficient use of computers, to include word processors, spreadsheets, and specialized systems such as the NOTAM Management Service.
- Valid, unrestricted driver's license required.
- Airport Certified Employee or Certified Member from the American Association of Airport Executives required within one (1) year of hire.
- Ability to pass a background check to obtain and maintain a Security Identification Display Area (SIDA) badge is required for airport access.

Physical & Mental Requirements

Language Ability and Interpersonal Communication

- Ability to comprehend and interpret a variety of documents including: Local Ordinances, state statutes, training reports, emergency and security directives and manuals, policy and procedure manuals, FAA and TSA regulations, and other data.
- Ability to prepare a variety of documents including annual reports, various financial forms, journal and inspections forms, etc.
- 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 information. Ability to classify, compute and tabulate data.
- Ability to utilize a wide variety of descriptive data and information such as regulations, invoices, time sheets, billing statements, statistical summaries, meeting agendas, meeting minutes, FAA manuals, regulations, employee handbook, work schedules, non-routine correspondence and computer software operating manuals.
- Communicate in writing and orally in a clear manner with employees and members of the public, representatives of the FAA, TSA, NTSB, and other law enforcement agencies, including the Secret Service, State Troopers, and local law enforcement.
- Ability to counsel, treat, 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.

Mathematical Ability

- Ability to calculate addition, subtraction, multiplication, division, percentages, fractions, decimals, volumes, ratios, present values and spatial relationships. Ability to interpret basic descriptive statistical reports.

Judgement and Situational Reasoning Ability

- Ability to use functional reasoning and apply rational judgment in performing diversified work activities.
- High 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 or continuous adjustments such as motor vehicles, aircraft rescue firefighting apparatus, aircraft rescue firefighting equipment and tools, radio communication equipment, computer terminal, telephone/cellphone, photocopier, camera and badging systems.
- Ability to coordinate eyes, hands, feet and limbs in performing movements requiring high skills such as using long firearms and pyrotechnics.
- Ability to exert physical effort in work, typically involving some combination of climbing, crawling, stooping, kneeling, crouching, lifting, carrying, pushing and pulling.

- Ability to recognize and identify degrees of similarities or differences between characteristics of colors, shapes, sounds and odors associated with job-related objects, materials, and tasks.
- Ability to visualize aircraft position and flight path.
- Ability to sustain prolonged visual and audio concentration.

Environmental Adaptability

- Ability to work under conditions which require exposure to environmental factors such as temperature variations and extremes, loud sounds, odors, toxic agents, machinery, traffic hazards, wetness and /or dust. This exposure may cause some discomfort and presents a 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.



Name			
Position Title	Deputy Director - Airport	Department	La Crosse Regional Airport
FLSA	Exempt	Reports To	Director of La Crosse Regional Airport
Pay Grade	16	Unit	Non-represented

Purpose of Position

The purpose of this position is to assist the Director of the La Crosse Regional Airport in planning, directing and evaluating the overall operations, business activities and strategic development of the La Crosse Regional Airport. The Deputy Director provides leadership across airport operations, maintenance, business and economic development, air service development, and regulatory compliance to ensure the safe, secure, efficient and financially stable operation of an FAA primary non-hub commercial service airport. Works under limited supervision of the Director and assumes additional supervisory responsibilities in the absence of the Director.

Distinguishing Characteristics

Incumbents shall plan, direct and supervise the day-to-day activities of the La Crosse Regional Airport while ensuring safe, efficient and effective operations of all airport users. Ensures activities are performed within regulatory requirements with a focused attention on safety, security, business operations, financial constraints, and long-term strategic plan accomplishments.

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.

- Plans, directs, and supervises day-to-day activities of the airport, including airport operations and maintenance coordination, parking operations, terminal custodial functions, airport volunteer program, and other assigned business units.
- Ensures compliance with applicable Federal Aviation Administration (FAA) and Transportation Security Administration (TSA), along with other associated Federal, State, and local regulations, policies, and procedures.
- Serves as Airport Security Coordinator, or Alternate as designated by the Airport Director; coordinates, implements, and monitors airport security, public safety, first aid, and access control programs, including audits, inspections, training, reporting, and response to alarms, breaches, or infractions.
- Authors, coordinates, implements, and monitors the airport security badging program. Ensures compliance with TSA regulations ensuring logs, inspections and audits are completed within guidelines. Trains staff and provides trusted agent training for security sensitive information.
- Assists the Airport Operations Manager in authoring, coordinating, implementing, and monitoring federally required airport programs and documents including the Airport Emergency Plan, Airport Certification Manual, Airport Security Program, and Safety Management System; ensures compliance with associated regulations and accuracy of reports.
- Authors, coordinates, implements, and monitors federally regulated programs and documents including the Airport Pandemic Plan, Tarmac Delay Plan, Disadvantaged Business Enterprise (DBE) program, and Passenger Facility Charge (PFC) program; ensures compliance with associated regulations and accuracy of required reports.
- Assists the Airport Operations Manager and Airport Maintenance Manager in overseeing the safe and secure operation and maintenance of runways, taxiways, ramps, roads, grounds, and buildings; ensures inspections are completed, deficiencies are identified, and corrective actions are prioritized and completed in a timely manner.
- Assists the Director in ensuring the safe and efficient operation of the airport, overseeing, supervising, reporting, modifying, and monitoring the compliance of all programs, including but not limited to, the hazardous materials

program, storm water pollution prevention plan, spill prevention, control, and countermeasure plan, fueling, wildlife hazard management plan, airfield condition reporting, and airfield self-inspection program.

- Maintains advanced knowledge of air traffic control terminology and radio procedures.
- Assists the Airport Operations Manager and Airport Maintenance Manager in the supervision of Project Manager's and construction firms working on the airport property.
- Develops, updates, and recommends standard operating procedures, work rules, policies, and administrative processes to improve safety, compliance, operational efficiency, and customer service.
- Assists the Director in the overall administration of the airport and acts on behalf of the Director in their absence.
- Develops and implements strategies to maintain and/or attract new airlines/routes, cargo carriers, and other aviation-related businesses; conducts market research and analysis to identify trends and opportunities for growth.
- Plans, develops, and implements a comprehensive airport marketing and air service development program; prepares materials for briefings made to airlines, communities, and various associations.
- Attends air service development conferences and airline meetings.
- Serves as Public Information Officer (PIO) for airport communications.
- Identifies and pursues opportunities to maintain and/or develop new revenue sources including leasing of airport properties to support development, retail, food and beverage operations, vehicle parking operations, and other non-aeronautical revenue sources.
- Assists the Director by participating in the negotiation of leases and drafting contract language, Requests for Proposals, Requests for Qualifications, service providers, land leases, hangar leases, operating agreements, and other agreements such as airline, car rental agencies, and other airport tenants.
- Monitors, tracks, negotiates, and administers leases, contracts, permits, concessions, operating agreements, airline agreements, land leases, hangar leases, rental car agreements, service provider contracts, and other business agreements; ensures compliance with business terms, insurance requirements, CPI adjustments, renewal dates, and operational provisions.
- Participates in the development and administration of the airport's operating and capital budgets by researching and compiling information, monitoring revenues and expenses, providing recommendations, and ensuring expenditures remain within approved budget limitations and strategic plan objectives.
- Participates in the development and review of the Airport Master Plan and State of Wisconsin Plan. Assists in land acquisition and petitioning for funds, ensures compliance with departmental policies and procedures and local, state, and federal rules and regulations.
- Monitors and recommends actions related to airport revenues, expenses, rates, and fees; performs or oversees day-to-day accounts receivable and accounts payable functions in accordance with City Finance department recommendations.
- Plans, develops, implements, and evaluates the airport marketing, advertising, communication, and customer retention initiatives, including airport rewards programs, terminal advertising, social media, and other outreach efforts designed to increase awareness, customer loyalty, and airport utilization.
- Manages airport business data and analytical systems, including airline enplanements, deplanements, charter activities, tower operational counts, rental car, gift shop, public parking lot, and restaurant activity; prepares reports and recommendations based on analysis.
- Communicates with media, customers, passengers, tenants, regulatory entities, community partners, and the general public through formal and informal methods including presentations, press releases, correspondence, digital platforms, and public meetings.
- Maintains confidentiality of proprietary information and employee personnel and medical information.
- Manages information technology (IT) infrastructure and provides 24/7 monitoring and response to system outages and malfunctions.
- 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.

- Attends necessary meetings, training and professional development activities.
- Performs general administrative or office support functions as necessary, including greeting customers, answering phones, distributing materials, filing documents, reporting data and drafting reports.
- Monitors and responds to terminal door alarms as required.

- Represents the airport in media communications and public relations capacities.
- Performs any and all related functions as assigned.

Minimum Training & Experience Requirements

- Bachelor's degree in Aviation Management, Business Administration, Public Administration, Marketing, or a closely related field required.
- Four (4) to six (6) years of progressive experience in airport management, airport operations or related field, including supervisory responsibilities or demonstrated leadership experience.
- Must demonstrate proficient use of computers, to include word processors, spreadsheets, and specialized systems such as the NOTAM Management Service.
- Valid, unrestricted driver's license required.
- Certified Member from the American Association of Airport Executives required within one (1) year of hire.
- Ability to pass a background check to obtain and maintain a Security Identification Display Area (SIDA) badge is required for airport access.

Physical & Mental Requirements

Language Ability and Interpersonal Communication

- Ability to comprehend and interpret a variety of documents including: Local Ordinances, state statutes, training reports, emergency and security directives and manuals, policy and procedure manuals, FAA and TSA regulations, and other data.
- Ability to prepare a variety of documents including annual reports, various financial forms, journal and inspections forms, etc.
- 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 information. Ability to classify, compute and tabulate data.
- Ability to utilize a wide variety of descriptive data and information such as regulations, invoices, time sheets, billing statements, statistical summaries, meeting agendas, meeting minutes, FAA manuals, regulations, employee handbook, work schedules, non-routine correspondence and computer software operating manuals.
- Communicate in writing and orally in a clear manner with employees and members of the public, representatives of the FAA, TSA, NTSB, and other law enforcement agencies, including the Secret Service, State Troopers, and local law enforcement.
- Ability to counsel, treat, 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.

Mathematical Ability

- Ability to calculate addition, subtraction, multiplication, division, percentages, fractions, decimals, volumes, ratios, present values and spatial relationships. Ability to interpret basic descriptive statistical reports.

Judgement and Situational Reasoning Ability

- Ability to use functional reasoning and apply rational judgment in performing diversified work activities.
- High 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 or continuous adjustments such as motor vehicles, radio communication equipment, computer terminal, telephone/cellphone, photocopier, camera and badging systems.

- Ability to coordinate eyes, hands, feet and limbs in performing movements requiring high skills such as using long firearms and pyrotechnics.
- Ability to exert physical effort in work, typically involving some combination of climbing, crawling, stooping, kneeling, crouching, lifting, carrying, pushing and pulling.
- Ability to recognize and identify degrees of similarities or differences between characteristics of colors, shapes, sounds and odors associated with job-related objects, materials, and tasks.
- Ability to visualize aircraft position and flight path.
- Ability to sustain prolonged visual and audio concentration.

Environmental Adaptability

- Ability to work under conditions which require exposure to environmental factors such as temperature variations and extremes, loud sounds, odors, toxic agents, machinery, traffic hazards, wetness and /or dust. This exposure may cause some discomfort and presents a 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: 26-0641

Agenda Date: 7/2/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution implementing an affordable housing extension for Tax Increment District (TID) 14.

RESOLUTION

WHEREAS, the City of La Crosse created TID 14 on August 24, 2006 and successfully completed implementation of the project plan and sufficient increment was collected in 2026 from the 2025 tax roll to pay off its aggregate project costs; and

WHEREAS, state law requires termination of a TID after all project costs have been paid, state law (sec. 66.1105(6)(g), Wis. Stats.), does allow extension of a TID up to one year, using the last year of tax increment to improve the City's housing stock; and

WHEREAS, at least 75 percent of the final increment must benefit affordable housing with the remaining portion to be used to improve the City's overall housing stock.

NOW, THEREFORE BE IT RESOLVED, that the City of La Crosse hereby extends the life of TID 14 for 12 months from the date of this resolution to use the final year's increment collected in 2027 from the 2026 tax roll to benefit housing.

BE IT FURTHER RESOLVED, the City of La Crosse shall use the final increment to improve housing quality and affordability by capitalizing the Affordable Housing Revolving Loan Fund, the Housing Incentive Fund and/or the Housing Rehabilitation Program to support affordable housing and market-rate housing.

BE IT FURTHER RESOLVED, to ensure programmatic compliance, funds may be utilized to cover administrative costs associated with fund and program management.

BE IT FURTHER RESOLVED, the City of La Crosse shall adopt a termination resolution by July 9th, 2027.

BE IT FURTHER RESOLVED, that the City of La Crosse Clerk shall notify the Wisconsin Department of Revenue by providing a copy of this resolution.

BE IT FURTHER RESOLVED, that the Director of Planning and Development, Director of Finance, and other relevant department staff are hereby authorized to take 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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID	26-0641	Caption	Resolution implementing an affordable housing extension for Tax Increment District (TID) 14.
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Staff/Department Responsible for Legislation

Julie Emslie, Planning Dept

Requestor of Legislation

--

Location, if applicable

Tax Increment District 14

Summary/Purpose

This resolution allows for the final year of TID 14's increment to go towards housing needs in the City. Specifically it will further capitalize the Affordable Housing Revolving Loan Fund (AHRLF), the Housing Incentive Fund and/or the Housing Rehabilitation Program to support affordable housing and market rate housing. It will also be used to cover administrative costs associated with the fund and program management.

Given the recent tax credit awards issued in La Crosse, staff anticipates both projects' success will rely on the recapitalization of the AHRLF.

Background

The State of Wisconsin allows an extension, up to two years from the resolution date, if the municipality uses the final years increment to benefit housing. The funds can be used anywhere in the municipality; however, at least 75% must be used for affordable housing and the remainder on housing in general. State law defines "affordable housing" as housing that costs a household no more than 30% of the household's gross monthly income.

Historically, the City of La Crosse has used this extension with TIDs 4, 6, & 7 to create and capitalize the AHRLF, Replacement Housing, and the Housing Renew Program. The AHRLF has been highly successful and was a critical funding source in recent projects including the Collective on 4th and the Driftless Apartments.

Fiscal Impact

The final year of TID 14 is projected to be approximately \$1.8million in increment, which would be redirected to housing as indicated above

Staff Recommendation

Approval



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0642

Agenda Date: 7/2/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution terminating Tax Increment District (TID) 14.

RESOLUTION

WHEREAS, the City of La Crosse created TID 14 on August 24, 2006 and adopted a project plan for the district in the same year; and

WHEREAS, all TID 14 projects were completed in the prescribed allowed time; and

WHEREAS, sufficient increment was collected as of the 2025 tax roll, payable 2026, to cover TID 14 project costs.

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of La Crosse that it hereby terminates TID 14.

BE IT FURTHER RESOLVED, that the City Clerk shall notify the Wisconsin Department of Revenue (DOR), within sixty (60) days of this resolution or prior to the deadline of April 15, 2027, whichever comes first, that the TID has been terminated.

BE IT FURTHER RESOLVED, that the City Clerk shall sign the required DOR Final Accounting Submission Date form (PE-223) agreeing on a date by which the City shall submit final accounting information to DOR.

BE IT FURTHER RESOLVED, that the Director of Finance shall distribute any excess increment collected after providing for ongoing expenses of the TID, to the affected taxing districts with proportionate share as determined in the final audit by the City's auditor.



CITY OF LA CROSSE

400 La Crosse Street
La Crosse, Wisconsin 54601
(608) 789-CITY
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LEGISLATION STAFF REPORT FOR COUNCIL

File ID	26-0642	Caption	Resolution terminating Tax Increment District (TID) 14.
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Staff/Department Responsible for Legislation

Julie Emslie, Planning Dept

Requestor of Legislation

Department of Revenue (DOR) requires this legislation

Location, if applicable

Tax Increment District 14

Summary/Purpose

This resolution officially terminates TID 14 to align with the final dissolution date of 8/24/26. 2026 increment will still be collected in 2027.

Background

The Department of Revenue (DOR) requires that a termination resolution be adopted for each TID. This resolution includes the required verbiage as is defined by the DOR.

Additionally, the timing of this resolution and termination will lead to the City dropping below the 12% TID equalized value limit that is dictated by state statute. This allows for new TIDs to be created or new properties to be added to existing TIDs until the City reaches the 12% limit again.

Fiscal Impact

Currently TID 14 collects approximately \$2.4million annually. Once closed (affecting 2027 tax year, 2028 revenues), it's estimated to allow an increase in the City's levy by approximately \$340,000.

Staff Recommendation

Approval



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0644

Agenda Date: 7/2/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

**RESOLUTION CREATING TAX INCREMENTAL DISTRICT NO. 22,
APPROVING ITS PROJECT PLAN AND ESTABLISHING ITS BOUNDARIES
CITY OF LA CROSSE, WISCONSIN**

WHEREAS, the City of La Crosse (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 22 (the "District") is proposed to be created by the City as a blighted area district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of La Crosse County, the School District of Lacrosse, and the Western Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was also sent to the owners of all property in the proposed District; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on June 1, 2026 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the District, adopted the Project Plan, and recommended to the City Council that it create such District and approve the Project Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Crosse that:

1. The boundaries of the District that shall be named "Tax Incremental District No. 22, City of La Crosse", are hereby established as specified in Exhibit A of this Resolution.

2. The District is created effective as of January 1, 2026.
3. The City Council finds and declares that:
 - (a) Not less than 50% by area of the real property within the District is a blighted area within the meaning of Wisconsin Statutes Section 66.1105(2)(ae)1.
 - (b) Based upon the finding stated in 3.a. above, the District is declared to be a blighted area district based on the identification and classification of the property included within the District.
 - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
 - (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
 - (e) That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.
 - (f) The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
 - (g) The project costs relate directly to promoting the elimination of blight of the area consistent with the purpose for which the District is created.
4. The Project Plan for "Tax Incremental District No. 22, City of La Crosse" (see Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2026, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

Adopted this _____ day of _____, 2026.

Mayor, Shaundel Washington-Spivey

City Clerk, Nikki M. Elsen

**LEGAL BOUNDARY DESCRIPTION
OR
MAP OF
TAX INCREMENTAL DISTRICT NO. 22
CITY OF LA CROSSE**

[INCLUDED WITHIN PROJECT PLAN]

PROJECT PLAN

[DISTRIBUTED SEPARATELY]



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	26-0644	Caption	Resolution Establishing the Boundaries of and Approving the Project Plan for Tax Incremental District No. 22.
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Staff/Department Responsible for Legislation

Planning and Economic Development

Requestor of Legislation

Julie Emslie

Location, if applicable

529 & 455 Park Plaza Drive.

Summary/Purpose

The creation of TID 23 would allow for desired redevelopment of 455 Park Plaza Drive, and allow for the potential redevelopment of the currently vacant parcel at 529 Park Plaza Drive.

Background

The property owner of 455 Park Plaza Drive is actively working to redevelop this parcel into a multifamily, mixed use residential project. The property has already invested significant resources into getting the site ready for development. Preliminary review of the site plans and restrictions indicate that Tax Increment Financing (TIF) will be a necessary tool to make this development project feasible. Additionally, the neighboring parcel is currently vacant and underutilized and could likely benefit from TIF assistance as well. Consideration for this resolution went before the Joint Review Board and City Plan Commission on June 1, 2026, both of which recommended approval to the City Council.

Fiscal Impact

N/A

Staff Recommendation

Approval

PROJECT PLAN

City of La Crosse, Wisconsin

Tax Incremental District No. 22



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational Joint Review Board Meeting Held:	June 1, 2026
Public Hearing Held:	June 1, 2026
Action by Plan Commission:	June 1, 2026
Action by City Council:	July 9, 2026
Action by the Joint Review Board:	July 21, 2026

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SECTION 1:

Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 22 (“District”) is a proposed Blighted Area District comprising approximately 8.98 acres. The District will be created to pay the costs of public infrastructure and development incentives (“Project”). In addition to the incremental property value that will be created, the City expects the Project will result in the elimination of blighted or obsolete conditions by stimulating (re)development.

AUTHORITY

The City is creating the District under the provisions of Wis. Stat. § 66.1105.

ESTIMATED TOTAL PROJECT COST EXPENDITURES

The City anticipates making total expenditures of approximately \$4,018,600 (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include Development incentives, public infrastructure improvements and replacement, interest on long-term debt, other financing costs, and ongoing planning and administrative costs.

INCREMENTAL VALUATION

The City projects that new land and improvements value of approximately \$8,850,000 will result from the Project. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

EXPECTED TERMINATION OF DISTRICT

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs within its allowable maximum term of 27 years.

SUMMARY OF FINDINGS

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered:

The substantial investment needed to provide the public infrastructure necessary to allow for development within the District. Absent the use of tax incremental financing, the City is unable to fully fund this program of infrastructure improvements.

2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.
3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.
4. Not less than 50% by area of the real property within the District is considered a blighted area as defined by Wis. Stat. § 66.1105(2)(ae)1.
5. Based on the foregoing finding, the District is designated as a blighted area district.
6. The Project Costs relate directly to the elimination of blight in the District, consistent with the purpose for which the District is created.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all the other real property in the District.
8. The equalized value of taxable property in the District plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
10. That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.

11. The Plan for the District is feasible and in conformity with the Master Plan of the City.

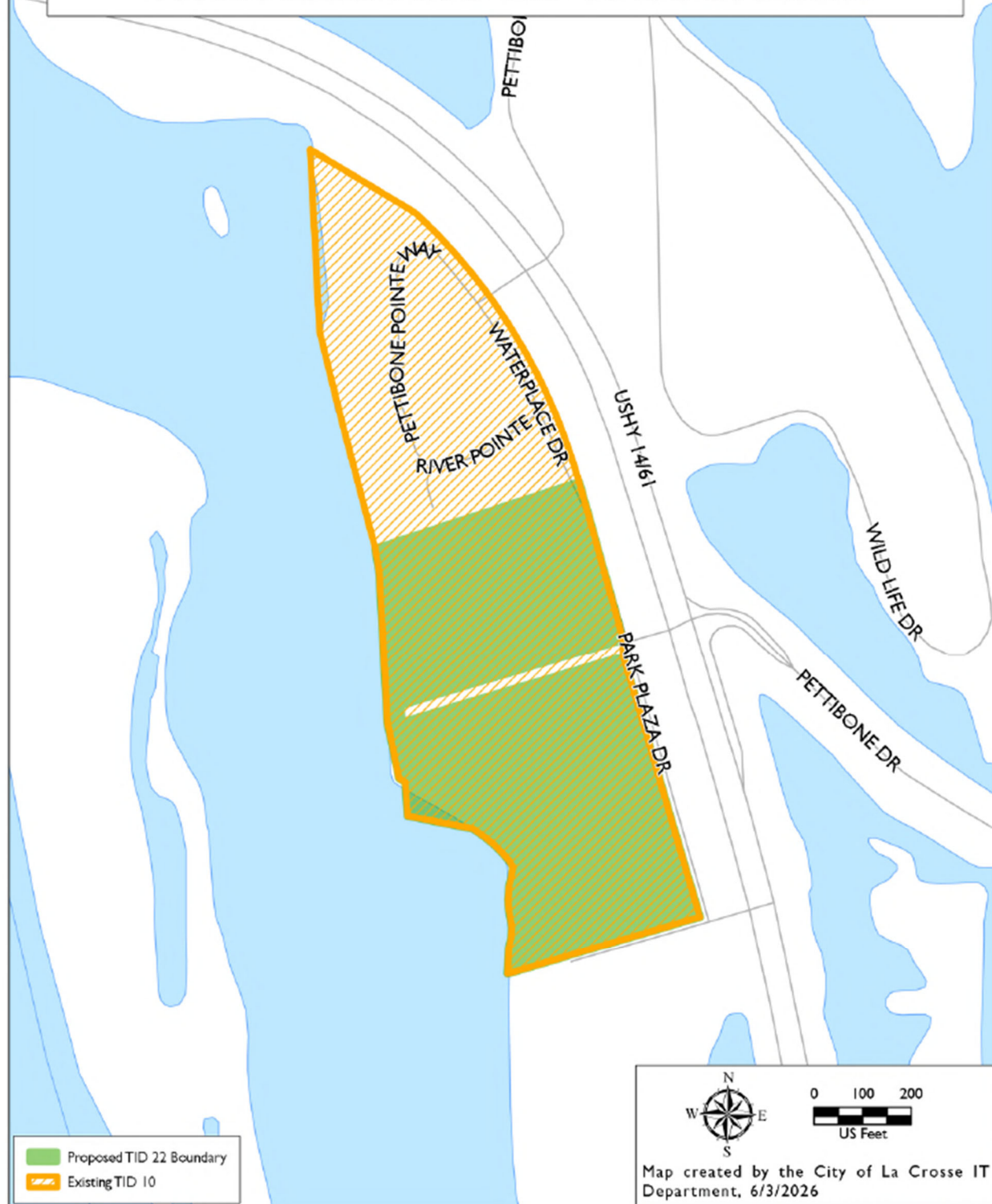
SECTION 2:

Preliminary Map of Proposed District Boundary

Map Found on Following Page.



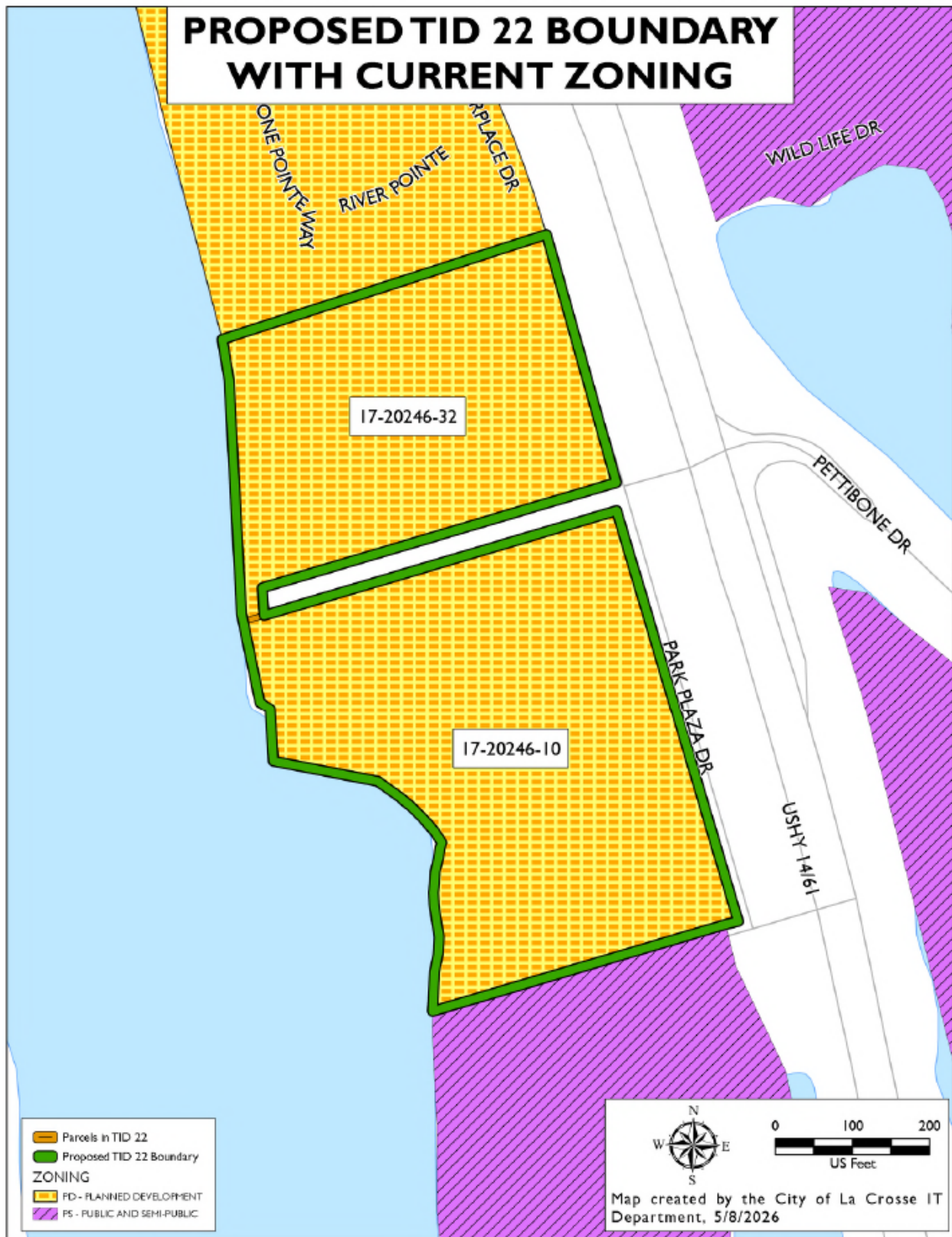
PROPOSED TID 22 -WITH EXISTING TID 10 BOUNDARY



SECTION 3:

Map Showing Existing Uses and Conditions

Map Found on Following Page.



SECTION 4: Preliminary Parcel List and Analysis

Parcel Data

Map Reference Number	Parcel Number	Address	Owner	Acres	Acres
					Blighted
N/A	ROW Areas			0.00	
1	17-20246-10	455 PARK PLAZA	A & L MCCORMICK LLC	5.46	5.46
2	17-20246-32	529 PARK PLAZA	WATER PLACE ONE LLC	3.52	3.52
TOTALS				8.98	8.98

Percentage of TID Area Designated as Blighted (at least 50%)

100%

Percentage of TID Area Not Designated as Blighted

0%

Calculation of Estimated Base Value¹

Parcel	Assessed Value			Equalized Value ²			Overlapping TID
	Land	Improvement	Total	Land	Improvement	Total	
17-20246-10	1,371,300	0	1,371,300	1,429,300	0	1,429,300	TID # 10
17-20246-32	918,400	0	918,400	957,300	0	957,300	TID # 10
TOTALS	2,289,700	0	2,289,700	2,386,600	0	2,386,600	

1) Estimated based on values as of January 1, 2025. Actual base value will be as of January 1, 2026.

2) Calculation based on aggregate assessment ratio of 95.94%.

SECTION 5:

Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the base value of the proposed District, totals \$655,657,800. This value is less than the maximum \$716,459,292, in equalized value that is permitted for the City.

City of La Crosse, Wisconsin		
Tax Increment District No. 22		
Valuation Test Compliance Calculation		
<u>Calculation of City Equalized Value Limit</u>		
City TID IN Equalized Value (Jan. 1, 2025)	\$	5,970,494,100
TID Valuation Limit @ 12% of Above Value	\$	716,459,292
<u>Calculation of Value Subject to Limit</u>		
Estimated Base Value of Territory to be Included in District	\$	2,386,600
Incremental Value of Existing Districts (Jan. 1, 2025)	\$	655,657,800
Less: Value of Underlying TID Parcels	\$	(2,386,600)
Total Value Subject to 12% Valuation Limit	\$	655,657,800
Total Percentage of TID IN Equalized Value		10.98%
Residual Value Capacity of TID IN Equalized Value	\$	60,801,492

Note: Incremental value of existing districts is net of the value increment of TID No. 14 (\$95,645,400), which shall be terminated prior to creation of TID 22

SECTION 6:

Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

The following is a list of public works and other tax incremental financing eligible Project Costs that the City expects to make, or may need to make, in conjunction with the implementation of the District's Plan. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

To promote and facilitate development the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as

defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

To promote the objectives of this Plan, the City may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

Site Preparation Activities

Environmental Audits and Remediation

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.

Demolition

To make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Water System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the

implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

Communications Infrastructure

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

To attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

Community Development

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District to encourage the desired kind and expeditious implementation of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Contribution to Redevelopment Authority (RDA)

As provided for in Wis. Stat. § 66.1105(2)(f)1.h and Wis. Stat. § 66.1333(13), the City may provide funds to its RDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance

of any redevelopment or urban renewal project. Funds provided to the RDA) for this purpose are eligible Project Costs.

Revolving Loan/Grant Program (Development Incentives)

To encourage private development consistent with the objectives of this Plan, the City, through its RDA, may provide loans or grants to eligible property owners in the District. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the RDA in the program manual. Any funds returned to the RDA from the repayment of loans made are not considered revenues to the District and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving fund and will continue to be used for the program purposes stated above. Any funds provided to the RDA for purposes of implementing this program are considered eligible Project Costs.

Miscellaneous

Rail Spur

To allow for development, the City may incur costs for installation of a rail spur or other railway improvements to serve development sites located within the District.

Projects Outside the Tax Increment District

Pursuant to Wis. Stat. § 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries; and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs, and may include any project cost that would otherwise be eligible if undertaken within the District. The City intends to make the following project cost expenditures outside the District:

\$402,000 Street and stormwater improvements

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs.

Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

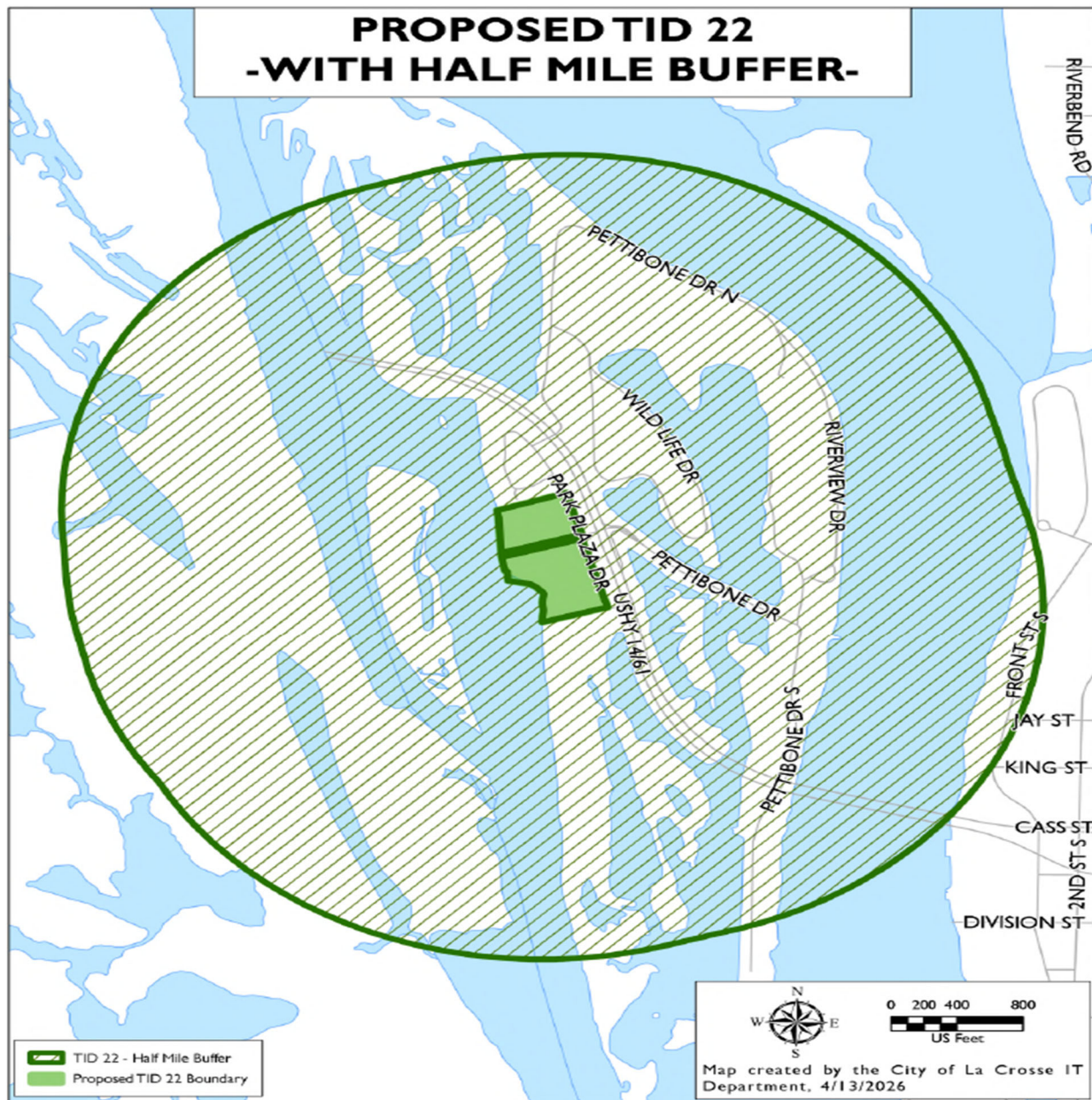
Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

SECTION 7:

Map Showing Proposed Improvements and Uses

Map Found on Following Page.



Projects may be located anywhere within the TID or within one-half mile of the TID, provided they are within the City's corporate boundaries.

SECTION 8:

Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the City currently expects to incur in implementing the District's Plan. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

City of La Crosse, Wisconsin						
Tax Increment District No. 22						
Detailed List of Estimated Project Costs						
Project ID	Project Name/Type	Est. Cost			Totals	1/2 Mile
		Phase I	Phase II	Ongoing		
1	Public Infrastructure	1,500,000			1,500,000	402,000
2	Development Incentives		1,385,000		1,385,000	
3	Interest on Long Term Debt	793,600			793,600	
4	Financing Costs	180,000			180,000	
5	Ongoing Planning & Administrative Costs	160,000			160,000	
Total Projects		2,633,600	1,385,000	160,000	4,018,600	402,000
Notes:						

SECTION 9:

Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

This Section includes a forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how Project Costs would be financed, and a projected cash flow demonstrating that the District is economically feasible.

Key Assumptions

The Project Costs the City plans to make are expected to create \$8,850,000 in incremental value by 2031. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the City's current equalized TID Interim tax rate of \$19.02 per thousand of equalized value and no economic appreciation or depreciation, the Project would generate \$4,179,127 in tax increment revenue over the 27-year term of the District as shown in **Table 2**.

Table 1 – Development Assumptions

City of La Crosse, Wisconsin		
Tax Increment District No. 22		
Development Assumptions		
Construction Year	Development Sites	Annual Total
2026		0
2027	3,000,000	3,000,000
2028	2,850,000	2,850,000
2029	1,500,000	1,500,000
2030	1,500,000	1,500,000
2031		0
2032		0
2033		0
2034		0
2035		0
2036		0
2037		0
2038		0
2039		0
2040		0
2041		0
2042		0
2043		0
2044		0
2045		0
2046		0
2047		0
2048		0
2049		0
2050		0
2051		0
2052		0
Totals	8,850,000 0	0

Table 2 – Tax Increment Projection Worksheet

City of La Crosse, Wisconsin Tax Increment District No. 22 Tax Increment Projection Worksheet							
Type of District	Blighted Area				Base Value	2,386,600	
District Creation Date	July 9, 2026				Economic Change Factor	0.00%	
Valuation Date	Jan 1,	2026			Apply to Base Value		
Max Life (Years)	27				Base Tax Rate	\$19.02	
End of Expenditure Period	22	7/9/2048			Rate Adjustment Factor	0.00%	
Revenue Periods/Final Year	27	2054					
Extension Eligibility/Years	Yes	3					
Eligible Recipient District	Yes						

	Construction Year	Value Added	Valuation Year	Economic Change	Total Increment	Revenue Year	Tax Rate ¹	Tax Increment
1	2026		2027			2028	\$19.02	0
2	2027	3,000,000	2028		3,000,000	2029	\$19.02	57,053
3	2028	2,850,000	2029	0	5,850,000	2030	\$19.02	111,253
4	2029	1,500,000	2030	0	7,350,000	2031	\$19.02	139,780
5	2030	1,500,000	2031	0	8,850,000	2032	\$19.02	168,306
6	2031		2032	0	8,850,000	2033	\$19.02	168,306
7	2032		2033	0	8,850,000	2034	\$19.02	168,306
8	2033		2034	0	8,850,000	2035	\$19.02	168,306
9	2034		2035	0	8,850,000	2036	\$19.02	168,306
10	2035		2036	0	8,850,000	2037	\$19.02	168,306
11	2036		2037	0	8,850,000	2038	\$19.02	168,306
12	2037		2038	0	8,850,000	2039	\$19.02	168,306
13	2038		2039	0	8,850,000	2040	\$19.02	168,306
14	2039		2040	0	8,850,000	2041	\$19.02	168,306
15	2040		2041	0	8,850,000	2042	\$19.02	168,306
16	2041		2042	0	8,850,000	2043	\$19.02	168,306
17	2042		2043	0	8,850,000	2044	\$19.02	168,306
18	2043		2044	0	8,850,000	2045	\$19.02	168,306
19	2044		2045	0	8,850,000	2046	\$19.02	168,306
20	2045		2046	0	8,850,000	2047	\$19.02	168,306
21	2046		2047	0	8,850,000	2048	\$19.02	168,306
22	2047		2048	0	8,850,000	2049	\$19.02	168,306
23	2048		2049	0	8,850,000	2050	\$19.02	168,306
24	2049		2050	0	8,850,000	2051	\$19.02	168,306
25	2050		2051	0	8,850,000	2052	\$19.02	168,306
26	2051		2052	0	8,850,000	2053	\$19.02	168,306
27	2052		2053	0	8,850,000	2054	\$19.02	168,306
Totals		8,850,000		0		Future Value of Increment		4,179,127

Notes:

1) Tax rate shown is actual 2024/2025 rate per DOR Form PC-202 (Tax Increment Collection Worksheet).

Financing and Implementation

Development Incentives are anticipated to be financed with a pay-as-you-go structure based on the amount of net tax increment revenue that is generated by each proposed development project. Public Infrastructure costs are anticipated to be financed by general obligation debt in 2028. **Table 3.** provides a summary of the District's financing plan.

Table 3 – Financing Plan

City of La Crosse, Wisconsin Tax Increment District No. 22 Estimated Financing Plan			
	DEBT ISSUES	MUNICIPAL REVENUE OBLIGATIONS	
	G.O. Promissory Note 2028	Municipal Revenue Obligation (MRO) 2029	Totals
Projects			
Phase I	1,500,000		1,500,000
Phase II		1,385,000	1,385,000
Total Project Funds	1,500,000	1,385,000	2,885,000
Other Funds			
Debt Service Reserve			
Capitalized Interest	84,000		
Estimated Finance Related Expenses	96,000		
Total Financing Required	1,680,000		
Net Issue Size	1,680,000	1,385,000	3,065,000
Notes:			

Based on the Project Cost expenditures as included within the cash flow exhibit (**Table 4**), the District is projected to accumulate sufficient funds by 2054 to pay off all Project Cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

Table 4 - Cash Flow

City of La Crosse, Wisconsin											
Tax Increment District No. 22											
Cash Flow Projection											
Year	Projected Revenues		2028 G.O. Promissory Note \$1,680,000 Issue Total	Projected Expenditures				Balances			Year
	Tax Increments	Total Revenues		Total Debt Service	MRO #1 2029 \$1,385,000	Ongoing Planning & Administration	Total Expenditures	Annual	Cumulative	Liabilities Outstanding	
2026						20,000	20,000	(20,000)	(20,000)		2026
2027						5,000	5,000	(5,000)	(25,000)		2027
2028						5,000	5,000	(5,000)	(30,000)	1,680,000	2028
2029	57,053	57,053	15,000	15,000		5,000	20,000	37,053	7,053	1,680,000	2029
2030	111,253	111,253	67,200	67,200		5,000	72,200	39,053	46,106	3,065,000	2030
2031	139,780	139,780	132,200	132,200		5,000	137,200	2,580	48,686	3,000,000	2031
2032	168,306	168,306	129,600	129,600	25,000	5,000	159,600	8,706	57,392	2,910,000	2032
2033	168,306	168,306	132,000	132,000	25,000	5,000	162,000	6,306	63,698	2,815,000	2033
2034	168,306	168,306	129,200	129,200	25,000	5,000	159,200	9,106	72,804	2,720,000	2034
2035	168,306	168,306	131,400	131,400	25,000	5,000	161,400	6,906	79,710	2,620,000	2035
2036	168,306	168,306	133,400	133,400	25,000	5,000	163,400	4,906	84,616	2,515,000	2036
2037	168,306	168,306	135,200	135,200	25,000	5,000	165,200	3,106	87,723	2,405,000	2037
2038	168,306	168,306	136,800	136,800	25,000	5,000	166,800	1,506	89,229	2,290,000	2038
2039	168,306	168,306	133,200	133,200	25,000	5,000	163,200	5,106	94,335	2,175,000	2039
2040	168,306	168,306	134,600	134,600	25,000	5,000	164,600	3,706	98,041	2,055,000	2040
2041	168,306	168,306	135,800	135,800	25,000	5,000	165,800	2,506	100,547	1,930,000	2041
2042	168,306	168,306	131,800	131,800	25,000	5,000	161,800	6,506	107,053	1,805,000	2042
2043	168,306	168,306	132,800	132,800	25,000	5,000	162,800	5,506	112,559	1,675,000	2043
2044	168,306	168,306	128,600	128,600	25,000	5,000	158,600	9,706	122,266	1,545,000	2044
2045	168,306	168,306	129,400	129,400	25,000	5,000	159,400	8,906	131,172	1,410,000	2045
2046	168,306	168,306	135,000	135,000	25,000	5,000	165,000	3,306	134,478	1,265,000	2046
2047	168,306	168,306	135,200	135,200	25,000	5,000	165,200	3,106	137,584	1,115,000	2047
2048	168,306	168,306	135,200	135,200	25,000	5,000	165,200	3,106	140,690	960,000	2048
2049	168,306	168,306			160,000	5,000	165,000	3,306	143,996	800,000	2049
2050	168,306	168,306			160,000	5,000	165,000	3,306	147,302	640,000	2050
2051	168,306	168,306			160,000	5,000	165,000	3,306	150,608	480,000	2051
2052	168,306	168,306			160,000	5,000	165,000	3,306	153,915	320,000	2052
2053	168,306	168,306			160,000	5,000	165,000	3,306	157,221	160,000	2053
2054	168,306	168,306			160,000	5,000	165,000	3,306	160,527	0	2054
Totals	4,179,127	4,179,127	2,473,600	2,473,600	1,385,000	160,000	4,018,600				Totals
Notes:								PROJECTED CLOSURE YEAR			
								LEGEND:			
								----- END OF EXP. PERIOD			

SECTION 10:

Annexed Property

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. None of the properties within the proposed District boundary were annexed during the past three years.

SECTION 11:

Estimate of Property to Be Devoted to Retail Business

Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 12:

Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances

Zoning Ordinances

The proposed Plan is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development.

Master (Comprehensive) Plan and Map

The proposed Plan is in general conformance with the City's Comprehensive Plan.

Building Codes and Ordinances

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

SECTION 13:

Statement of the Proposed Method for the Relocation of any Persons to be Displaced

Should implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

SECTION 14:

How Creation of the Tax Incremental District Promotes the Orderly Development of the City

Creation of the District and the implementation of the projects in its Plan will promote the orderly (re)development of the City by eliminating blighted areas, providing necessary public infrastructure improvements and appropriate financial incentives for private development projects. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as increased employment and economic development opportunities.

SECTION 15:

List of Estimated Non-Project Costs

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

No improvements to be made within the District will benefit property outside the District. Furthermore, there will be no improvements made outside the District that will only partially benefit the District.

SECTION 16:

Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f)

Legal Opinion Found on Following Page.

SAMPLE

Mayor
City of La Crosse
400 La Crosse St
La Crosse, Wisconsin 54601

RE: Project Plan for Tax Incremental District No. 22

Dear Mayor:

Wisconsin Statute 66.1105(4)(f) requires that a project plan for a tax incremental financing district include an opinion provided by the City Attorney advising as to whether the plan is complete and complies with Wisconsin Statute 66.1105.

As City Attorney for the City of La Crosse, I have been asked to review the above-referenced project plan for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the Project Plan for the City of La Crosse Tax Incremental District No. 22 is complete and complies with the provisions of Wisconsin Statute 66.1105.

Sincerely,

City Attorney

SECTION 17:

Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4.

City of La Crosse, Wisconsin Tax Increment District No. 22 Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.							
Revenue Year	La Crosse County	City of La Crosse	La Crosse School District	Onalaska School District	Technical College District	Total	Revenue Year
2028	0	0	0	0	0	0	2028
2029	6,240	29,240	18,816	230	2,527	57,053	2029
2030	12,169	57,018	36,691	449	4,927	111,253	2030
2031	15,289	71,638	46,098	564	6,190	139,780	2031
2032	18,409	86,258	55,506	679	7,454	168,306	2032
2033	18,409	86,258	55,506	679	7,454	168,306	2033
2034	18,409	86,258	55,506	679	7,454	168,306	2034
2035	18,409	86,258	55,506	679	7,454	168,306	2035
2036	18,409	86,258	55,506	679	7,454	168,306	2036
2037	18,409	86,258	55,506	679	7,454	168,306	2037
2038	18,409	86,258	55,506	679	7,454	168,306	2038
2039	18,409	86,258	55,506	679	7,454	168,306	2039
2040	18,409	86,258	55,506	679	7,454	168,306	2040
2041	18,409	86,258	55,506	679	7,454	168,306	2041
2042	18,409	86,258	55,506	679	7,454	168,306	2042
2043	18,409	86,258	55,506	679	7,454	168,306	2043
2044	18,409	86,258	55,506	679	7,454	168,306	2044
2045	18,409	86,258	55,506	679	7,454	168,306	2045
2046	18,409	86,258	55,506	679	7,454	168,306	2046
2047	18,409	86,258	55,506	679	7,454	168,306	2047
2048	18,409	86,258	55,506	679	7,454	168,306	2048
2049	18,409	86,258	55,506	679	7,454	168,306	2049
2050	18,409	86,258	55,506	679	7,454	168,306	2050
2051	18,409	86,258	55,506	679	7,454	168,306	2051
2052	18,409	86,258	55,506	679	7,454	168,306	2052
2053	18,409	86,258	55,506	679	7,454	168,306	2053
2054	18,409	86,258	55,506	679	7,454	168,306	2054
Totals	457,106	2,141,825	1,378,249	16,865	185,082	4,179,127	



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0646

Agenda Date: 8/6/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

**RESOLUTION CREATING TAX INCREMENTAL DISTRICT NO. 24,
APPROVING ITS PROJECT PLAN AND ESTABLISHING ITS BOUNDARIES
CITY OF LA CROSSE, WISCONSIN**

WHEREAS, the City of La Crosse (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 24 (the "District") is proposed to be created by the City as a blighted area district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of La Crosse County, the School District of Lacrosse, and the Western Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was also sent to the owners of all property in the proposed District; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on June 1, 2026 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the District, adopted the Project Plan, and recommended to the City Council that it create such District and approve the Project Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Crosse that:

1. The boundaries of the District that shall be named "Tax Incremental District No. 24, City of La Crosse", are hereby established as specified in Exhibit A of this Resolution.

2. The District is created effective as of January 1, 2026.
3. The City Council finds and declares that:
 - (a) Not less than 50% by area of the real property within the District is a blighted area within the meaning of Wisconsin Statutes Section 66.1105(2)(a)1.
 - (b) Based upon the finding stated in 3.a. above, the District is declared to be a blighted area district based on the identification and classification of the property included within the District.
 - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
 - (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
 - (e) That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.
 - (f) The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
 - (g) The project costs relate directly to promoting the elimination of blight of the area consistent with the purpose for which the District is created.
4. The Project Plan for "Tax Incremental District No. 24, City of La Crosse" (see Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2026, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

Adopted this _____ day of _____, 2026.

Mayor, Shaundel Washington-Spivey

City Clerk, Nikki M. Elsen

**LEGAL BOUNDARY DESCRIPTION
OR
MAP OF
TAX INCREMENTAL DISTRICT NO. 24
CITY OF LA CROSSE**

[INCLUDED WITHIN PROJECT PLAN]

PROJECT PLAN

[DISTRIBUTED SEPARATELY]



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	Resolution Establishing the Boundaries of and Approving the Project Plan for Tax Incremental District No. 24.
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Staff/Department Responsible for Legislation

Planning and Economic Development

Requestor of Legislation

Julie Emslie

Location, if applicable

1411 & 1433 Rose Street

Summary/Purpose

The creation of TID 24 would help support redevelopment of 1411 Rose Street.

Background

The property at 1411 Rose Street is currently for sale, and there has been interest expressed by several developers to redevelop this site. By creating a Tax Increment District for this site and including the neighboring parcel, it will enable Tax Increment Financing to be a possible tool to support the redevelopment of this site to the highest and best use. Consideration for this resolution went before the Joint Review Board and City Plan Commission on June 1, 2026, both of which recommended approval to the City Council.

Fiscal Impact

N/A

Staff Recommendation

Approval

PROJECT PLAN

City of La Crosse, Wisconsin

Tax Incremental District No. 24



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational Joint Review Board Meeting Held:	June 1, 2026
Public Hearing Held:	June 1, 2026
Action by Plan Commission:	June 1, 2026
Action by City Council:	July 9, 2026
Action by the Joint Review Board:	July 21, 2026

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SECTION 1:

Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 24 (“District”) is a proposed Blighted Area District comprising approximately 12.40 acres located near the intersection of Rose and Clinton Streets along the Black River. The District will be created to pay the costs of public infrastructure and development incentives (“Project”). In addition to the incremental property value that will be created, the City expects the Project will result in the elimination of blighted or obsolete conditions by stimulating (re)development .

AUTHORITY

The City is creating the District under the provisions of Wis. Stat. § 66.1105.

ESTIMATED TOTAL PROJECT COST EXPENDITURES

The City anticipates making total expenditures of approximately \$3,618,400 (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include development incentives, public infrastructure, interest on long-term debt, financing costs, and ongoing planning and administrative costs.

INCREMENTAL VALUATION

The City projects that new land and improvements value of approximately \$8,250,000 will result from the Project. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

EXPECTED TERMINATION OF DISTRICT

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs within its allowable maximum term of 27 years.

SUMMARY OF FINDINGS

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered:

The substantial investment needed to provide the public infrastructure necessary and private investment to allow for development within the District. Absent the use of tax incremental financing, the City is unable to fully fund this program of infrastructure improvements.

2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.
3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.
4. Not less than 50% by area of the real property within the District is a blighted area as defined by Wis. Stat. § 66.1105(2)(ae)1.
5. Based on the foregoing finding, the District is designated as a blighted area district.
6. The Project Costs relate directly to the elimination of blight in the District, consistent with the purpose for which the District is created.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
8. The equalized value of taxable property in the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
10. That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.
11. The Plan for the District is feasible and is in conformity with the Master Plan of the City.

SECTION 2:

Preliminary Map of Proposed District Boundary

Map Found on Following Page.



SECTION 3:

Map Showing Existing Uses and Conditions

Map Found on Following Page.



SECTION 4: Preliminary Parcel List and Analysis

Parcel Data

Map Reference Number	Parcel Number	Address	Owner	Acres	Acres
					Blighted
N/A	ROW Areas			0.00	
1	17-10077-140	1411 ROSE ST	COULEE AUTO PROPERTIES LLC	1.12	1.12
2	17-10078-40	1433 ROSE ST	CITY OF LACROSSE	11.28	11.28
TOTALS				12.40	12.40

Calculation of Estimated Base Value¹

Parcel	Assessed Value			Equalized Value ²		
	Land	Improvement	Total	Land	Improvement	Total
17-10077-140	524,100	428,700	952,800	546,300	446,800	993,100
17-10078-40	0	0	0	0	0	0
TOTALS	524,100	428,700	952,800	546,300	446,800	993,100

1) Estimated based on values as of January 1, 2025. Actual base value will be as of January 1, 2026.

2) Calculation based on aggregate assessment ratio of 95.94%.

SECTION 5: Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the base value of the proposed District, totals \$656,650,900. This value is less than the maximum of \$716,459,292 in equalized value that is permitted for the City.

City of La Crosse, Wisconsin		
Tax Increment District No. 24		
Valuation Test Compliance Calculation		
<u>Calculation of City Equalized Value Limit</u>		
City TID IN Equalized Value (Jan. 1, 2025)	\$	5,970,494,100
TID Valuation Limit @ 12% of Above Value	\$	716,459,292
<u>Calculation of Value Subject to Limit</u>		
Estimated Base Value of Territory to be Included in District	\$	993,100
Incremental Value of Existing Districts (Jan. 1, 2025)	\$	655,657,800
Total Value Subject to 12% Valuation Limit	\$	656,650,900
Total Percentage of TID IN Equalized Value		11.00%
Residual Value Capacity of TID IN Equalized Value	\$	59,808,392

Note: Incremental value of existing districts is net of the value increment of TID No. 14 (\$95,645,400), which shall be terminated prior to creation of TID 24

SECTION 6:

Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

The following is a list of public works and other tax incremental financing eligible Project Costs that the City expects to make, or may need to make, in conjunction with the implementation of the District's Plan. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

To promote and facilitate development the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as

defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

To promote the objectives of this Plan, the City may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

Site Preparation Activities

Environmental Audits and Remediation

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.

Demolition

To make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Water System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or

expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

Communications Infrastructure

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications,

including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

To attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

Community Development

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Redevelopment Authority RDA

As provided for in Wis. Stat. § 66.1105(2)(f)1.h and Wis. Stat. § 66.1333(13), the City may provide funds to its RDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the RDA for this purpose are eligible Project Costs.

Revolving Loan/Grant Program (Development Incentives)

To encourage private development consistent with the objectives of this Plan, the City, through its RDA, may provide loans or grants to eligible property owners in the District. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the RDA in the program manual. Any funds returned to the RDA from the repayment of loans made are not considered revenues to the District, and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving fund and will continue to be used for the program purposes stated above. Any funds provided to the RDA for purposes of implementing this program are considered eligible Project Costs.

Miscellaneous

Rail Spur

To allow for development, the City may incur costs for installation of a rail spur or other railway improvements to serve development sites located within the District.

Projects Outside the Tax Increment District

Pursuant to Wis. Stat. § 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries; and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs, and may include any project cost that would otherwise be eligible if undertaken within the District. The City intends to make the following project cost expenditures outside the District:

\$362,000 Street and stormwater improvements

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

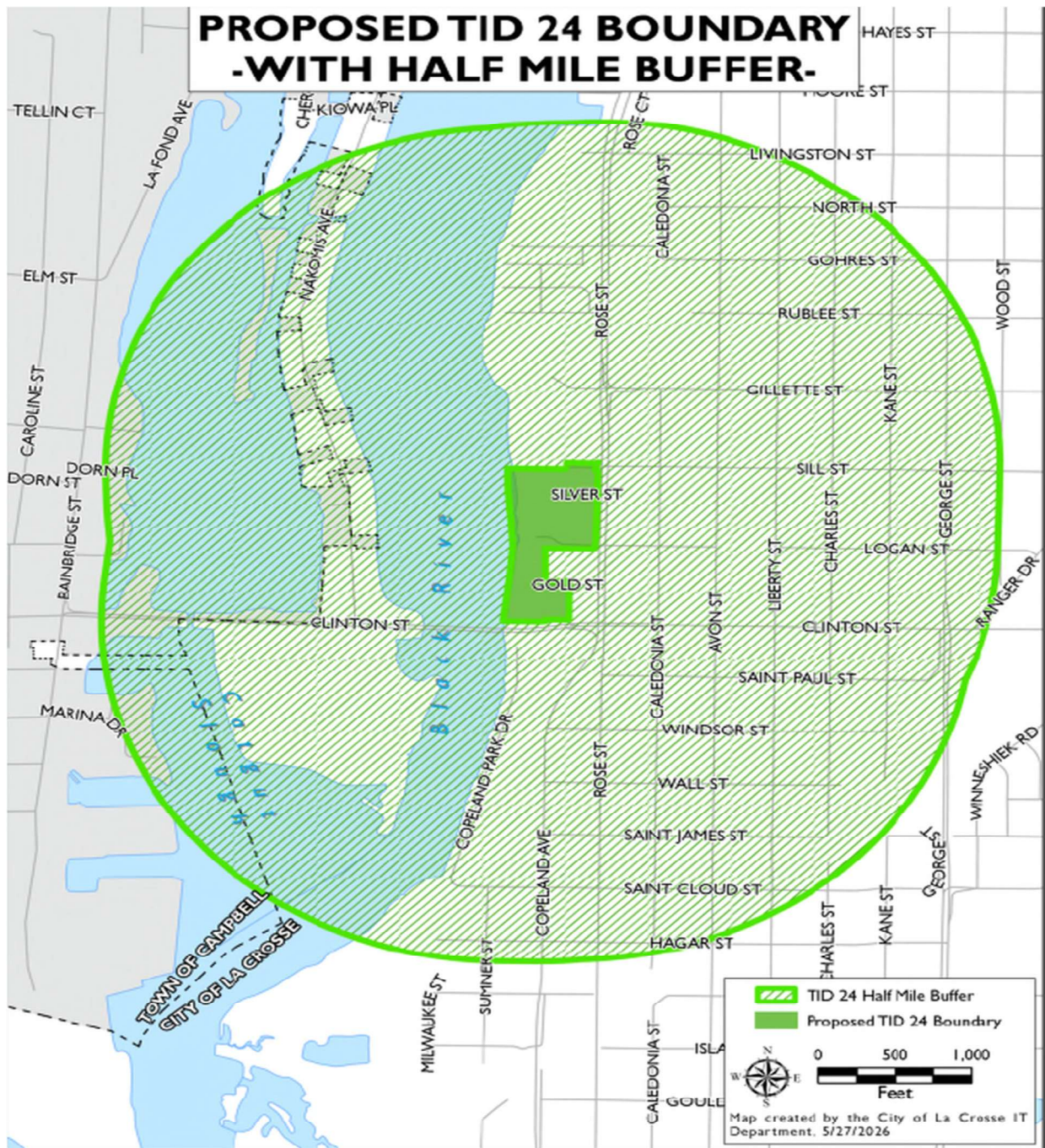
Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

SECTION 7:

Map Showing Proposed Improvements and Uses

Map Found on Following Page.



Projects may be located anywhere within the TID or within one-half mile of the TID, provided they are within the City's corporate boundaries.

SECTION 8: Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the City currently expects to incur in implementing the District's Plan. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

City of La Crosse, Wisconsin

Tax Increment District No. 24

Detailed List of Estimated Project Costs

Project ID	Project Name/Type	Est. Cost		Totals	1/2 Mile
		Phase I	Phase II		
1	Public Infrastructure	1,300,000		1,300,000	362,000
2	Development Incentives		1,300,000	1,300,000	
3	Interest on Long Term Debt	703,400		703,400	
4	Financing Costs	155,001		155,001	
5	Ongoing Planning & Administrative Costs			160,000	
Total Projects		2,158,401	1,300,000	3,618,401	362,000

Notes:

SECTION 9:

Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

This Section includes a forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how Project Costs would be financed, and a projected cash flow demonstrating that the District is economically feasible.

Key Assumptions

The Project Costs the City plans to make are expected to create \$8,250,000 million in incremental value by 2031. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the City's current equalized TID Interim tax rate of \$19.02 per thousand of equalized value, and no economic appreciation or depreciation, the Project would generate \$3,917,634 in incremental tax revenue over the 27-year term of the District as shown in **Table 2**.

Table 1 – Development Assumptions

City of La Crosse, Wisconsin		
Tax Increment District No. 24		
Development Assumptions		
Construction Year	Development Sites	Annual Total
1 2026		0
2 2027	3,250,000	3,250,000
3 2028	2,500,000	2,500,000
4 2029	1,500,000	1,500,000
5 2030	1,000,000	1,000,000
6 2031		0
7 2032		0
8 2033		0
9 2034		0
10 2035		0
11 2036		0
12 2037		0
13 2038		0
14 2039		0
15 2040		0
16 2041		0
17 2042		0
18 2043		0
19 2044		0
20 2045		0
21 2046		0
22 2047		0
23 2048		0
24 2049		0
25 2050		0
26 2051		0
27 2052		0
Totals	8,250,000	0
Notes:		

Table 2 – Tax Increment Projection Worksheet

City of La Crosse, Wisconsin Tax Increment District No. 24 Tax Increment Projection Worksheet									
Type of District	Blighted Area			Base Value	993,100				
District Creation Date	July 9, 2026			Economic Change Factor	0.00%				
Valuation Date	Jan 1,	2026		Apply to Base Value					
Max Life (Years)	27			Base Tax Rate	\$19.02				
End of Expenditure Period	22	7/9/2048		Rate Adjustment Factor	0.00%				
Revenue Periods/Final Year	27	2054							
Extension Eligibility/Years	Yes	3							
Eligible Recipient District	Yes								

	Construction Year	Value Added	Valuation Year	Economic Change	Total Increment	Revenue Year	Tax Rate ¹	Tax Increment
1	2026	0	2027	0	0	2028	\$19.02	0
2	2027	3,250,000	2028	0	3,250,000	2029	\$19.02	61,807
3	2028	2,500,000	2029	0	5,750,000	2030	\$19.02	109,351
4	2029	1,500,000	2030	0	7,250,000	2031	\$19.02	137,878
5	2030	1,000,000	2031	0	8,250,000	2032	\$19.02	156,896
6	2031	0	2032	0	8,250,000	2033	\$19.02	156,896
7	2032	0	2033	0	8,250,000	2034	\$19.02	156,896
8	2033	0	2034	0	8,250,000	2035	\$19.02	156,896
9	2034	0	2035	0	8,250,000	2036	\$19.02	156,896
10	2035	0	2036	0	8,250,000	2037	\$19.02	156,896
11	2036	0	2037	0	8,250,000	2038	\$19.02	156,896
12	2037	0	2038	0	8,250,000	2039	\$19.02	156,896
13	2038	0	2039	0	8,250,000	2040	\$19.02	156,896
14	2039	0	2040	0	8,250,000	2041	\$19.02	156,896
15	2040	0	2041	0	8,250,000	2042	\$19.02	156,896
16	2041	0	2042	0	8,250,000	2043	\$19.02	156,896
17	2042	0	2043	0	8,250,000	2044	\$19.02	156,896
18	2043	0	2044	0	8,250,000	2045	\$19.02	156,896
19	2044	0	2045	0	8,250,000	2046	\$19.02	156,896
20	2045	0	2046	0	8,250,000	2047	\$19.02	156,896
21	2046	0	2047	0	8,250,000	2048	\$19.02	156,896
22	2047	0	2048	0	8,250,000	2049	\$19.02	156,896
23	2048	0	2049	0	8,250,000	2050	\$19.02	156,896
24	2049	0	2050	0	8,250,000	2051	\$19.02	156,896
25	2050	0	2051	0	8,250,000	2052	\$19.02	156,896
26	2051	0	2052	0	8,250,000	2053	\$19.02	156,896
27	2052	0	2053	0	8,250,000	2054	\$19.02	156,896
Totals		8,250,000		0		Future Value of Increment		3,917,634

Notes:

1) Tax rate shown is actual 2024/2025 rate per DOR Form PC-202 (Tax Increment Collection Worksheet).

Financing and Implementation

Development Incentives are anticipated to be financed with a pay-as-you-go structure based on the amount of tax increment revenue that is generated by each proposed development project. Public Infrastructure costs are anticipated to be financed by general obligation debt in 2027. **Table 3.** provides a summary of the District's financing plan.

Table 3 – Financing Plan

City of La Crosse, Wisconsin Tax Increment District No. 24 Estimated Financing Plan			
	DEBT ISSUES	MUNICIPAL REVENUE OBLIGATIONS	
	G.O. Promissory Note 2027	Municipal Revenue Obligation (MRO) 2028	Totals
Projects			
Phase I	1,300,000		1,300,000
Phase II		1,300,000	1,300,000
Total Project Funds	1,300,000	1,300,000	2,600,000
Other Funds			
Capitalized Interest	60,000		
Estimated Finance Related Expenses	95,001		
Net Issue Size	1,455,000	1,300,000	2,755,000
Notes:			

Based on the Project Cost expenditures as included within the cash flow exhibit (Table 4), the District is projected to accumulate sufficient funds by the year 2053 to pay off all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

Table 4 - Cash Flow

City of La Crosse, Wisconsin Tax Increment District No. 24 Cash Flow Projection											
Year	Projected Revenues			Projected Expenditures				Balances			
	Tax Increments	Total Revenues	2027 G.O. Promissory Note \$1,455,000 Issue Total	MRO #1 2028 \$1,300,000	Ongoing Planning & Administration	Total Expenditures		Annual	Cumulative	Liabilities Outstanding	Year
2026	0	0	0		20,000	20,000		(20,000)	(20,000)	0	2026
2027	0	0	0		5,000	5,000		(5,000)	(25,000)	1,455,000	2027
2028	0	0	0		5,000	5,000		(5,000)	(30,000)	2,755,000	2028
2029	61,807	61,807	58,200		5,000	63,200		(1,393)	(31,393)	2,755,000	2029
2030	109,351	109,351	88,200		5,000	93,200		16,151	(15,241)	2,725,000	2030
2031	137,878	137,878	107,000	20,000	5,000	132,000		5,878	(9,363)	2,655,000	2031
2032	156,896	156,896	110,000	20,000	5,000	135,000		21,896	12,532	2,580,000	2032
2033	156,896	156,896	112,800	20,000	5,000	137,800		19,096	31,628	2,500,000	2033
2034	156,896	156,896	110,400	20,000	5,000	135,400		21,496	53,123	2,420,000	2034
2035	156,896	156,896	113,000	20,000	5,000	138,000		18,896	72,019	2,335,000	2035
2036	156,896	156,896	115,400	25,000	5,000	145,400		11,496	83,514	2,240,000	2036
2037	156,896	156,896	112,600	25,000	5,000	142,600		14,296	97,810	2,145,000	2037
2038	156,896	156,896	114,800	25,000	5,000	144,800		12,096	109,906	2,045,000	2038
2039	156,896	156,896	116,800	25,000	5,000	146,800		10,096	120,001	1,940,000	2039
2040	156,896	156,896	123,600	25,000	5,000	153,600		3,296	123,297	1,825,000	2040
2041	156,896	156,896	125,000	25,000	5,000	155,000		1,896	125,192	1,705,000	2041
2042	156,896	156,896	126,200	25,000	5,000	156,200		696	125,888	1,580,000	2042
2043	156,896	156,896	122,200	25,000	5,000	152,200		4,696	130,583	1,455,000	2043
2044	156,896	156,896	118,200	25,000	5,000	148,200		8,696	139,279	1,330,000	2044
2045	156,896	156,896	124,200	25,000	5,000	154,200		2,696	141,974	1,195,000	2045
2046	156,896	156,896	129,800	25,000	5,000	159,800		(2,904)	139,070	1,050,000	2046
2047	156,896	156,896	130,000	25,000	5,000	160,000		(3,104)	135,965	900,000	2047
2048	156,896	156,896	0	150,000	5,000	155,000		1,896	137,861	750,000	2048
2049	156,896	156,896	0	150,000	5,000	155,000		1,896	139,757	600,000	2049
2050	156,896	156,896	0	150,000	5,000	155,000		1,896	141,652	450,000	2050
2051	156,896	156,896	0	150,000	5,000	155,000		1,896	143,548	300,000	2051
2052	156,896	156,896	0	150,000	5,000	155,000		1,896	145,443	150,000	2052
2053	156,896	156,896	0	150,000	5,000	155,000		1,896	147,339	0	2053
2054	156,896	156,896	0	0	5,000	5,000		151,896	299,234	0	2054
	3,917,634	3,917,634	2,158,400	1,300,000	160,000	3,618,400					
Notes:											
LEGEND: PROJECTED CLOSURE YEAR ----- END OF EXP. PERIOD											

SECTION 10:

Annexed Property

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. None of the property within the proposed District boundary was annexed during the past three years.

SECTION 11:

Estimate of Property to Be Devoted to Retail Business

Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 12:

Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances

Zoning Ordinances

The proposed Plan is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development.

Master (Comprehensive) Plan and Map

The proposed Plan is in general conformance with the City's Comprehensive Plan.

Building Codes and Ordinances

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

SECTION 13:

Statement of the Proposed Method for the Relocation of any Persons to be Displaced

Should implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

SECTION 14:

How Creation of the Tax Incremental District Promotes the Orderly Development of the City

Creation of the District and the implementation of the projects in its Plan will promote the orderly (re)development of the City by eliminating blighted areas, providing necessary public infrastructure improvements, providing appropriate financial incentives for private development projects, and the incentives necessary to induce private investment. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as increased employment and economic development opportunities.

SECTION 15:

List of Estimated Non-Project Costs

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

No improvements to be made within the District will benefit property outside the District. Furthermore, there will be no improvements made outside the District that will only partially benefit the District.

SECTION 16:

Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f)

Legal Opinion Found on Following Page.

SAMPLE

Mayor
City of La Crosse
400 La Crosse St
La Crosse, Wisconsin 54601

RE: Project Plan for Tax Incremental District No. 24

Dear Mayor:

Wisconsin Statute 66.1105(4)(f) requires that a project plan for a tax incremental financing district include an opinion provided by the City Attorney advising as to whether the plan is complete and complies with Wisconsin Statute 66.1105.

As City Attorney for the City of La Crosse, I have been asked to review the above-referenced project plan for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the Project Plan for the City of La Crosse Tax Incremental District No. 24 is complete and complies with the provisions of Wisconsin Statute 66.1105.

Sincerely,

City Attorney

SECTION 17:

Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4.

City of La Crosse, Wisconsin Tax Increment District No. 24 Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.							
Revenue Year	La Crosse County	City of La Crosse	La Crosse School District	Onalaska School District	Technical College District	Total	Revenue Year
2028	0	0	0	0	0	0	2028
2029	6,760	31,677	20,384	249	2,737	61,807	2029
2030	11,961	56,043	36,063	441	4,843	109,351	2030
2031	15,081	70,663	45,471	556	6,106	137,878	2031
2032	17,161	80,410	51,743	633	6,948	156,896	2032
2033	17,161	80,410	51,743	633	6,948	156,896	2033
2034	17,161	80,410	51,743	633	6,948	156,896	2034
2035	17,161	80,410	51,743	633	6,948	156,896	2035
2036	17,161	80,410	51,743	633	6,948	156,896	2036
2037	17,161	80,410	51,743	633	6,948	156,896	2037
2038	17,161	80,410	51,743	633	6,948	156,896	2038
2039	17,161	80,410	51,743	633	6,948	156,896	2039
2040	17,161	80,410	51,743	633	6,948	156,896	2040
2041	17,161	80,410	51,743	633	6,948	156,896	2041
2042	17,161	80,410	51,743	633	6,948	156,896	2042
2043	17,161	80,410	51,743	633	6,948	156,896	2043
2044	17,161	80,410	51,743	633	6,948	156,896	2044
2045	17,161	80,410	51,743	633	6,948	156,896	2045
2046	17,161	80,410	51,743	633	6,948	156,896	2046
2047	17,161	80,410	51,743	633	6,948	156,896	2047
2048	17,161	80,410	51,743	633	6,948	156,896	2048
2049	17,161	80,410	51,743	633	6,948	156,896	2049
2050	17,161	80,410	51,743	633	6,948	156,896	2050
2051	17,161	80,410	51,743	633	6,948	156,896	2051
2052	17,161	80,410	51,743	633	6,948	156,896	2052
2053	17,161	80,410	51,743	633	6,948	156,896	2053
2054	17,161	80,410	51,743	633	6,948	156,896	2054
Totals	428,504	2,007,809	1,292,010	15,810	173,501	3,917,634	



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0643

Agenda Date: 7/2/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution approving the Parks, Recreation, Forestry, Grounds and Buildings Department 5-year Strategic Plan.

RESOLUTION

WHEREAS, the 2027-2031 Strategic Plan has been established as a document for planning future Capital Improvement projects, to inform the public and to meet requirements to apply for Federal and State grants,

WHEREAS, the plan will be reviewed annually and serve as a guide to develop annual Capital Project budgets for the next five years,

BE IT FURTHER RESOLVED, the Board of Park Commissioners has approved the 2027-2031 Strategic Plan.

BE IT FURTHER RESOLVED, the Director of the Parks, Recreation, Forestry, Grounds and Buildings Department is hereby authorized to take any and all steps necessary to effectuate this resolution.

La Crosse Parks, Recreation and Forestry Department

2027-2031

Strategic Plan



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ACKNOWLEDGEMENTS

Thank you to the:

City Council

Tamra Dickinson
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Crystal Bedford
Jennifer Trost
Lisa Weston
Rosanne Northwood

Park Board

Jennifer Trost
Robbie Young
Lisa Weston
Pat Wilson
Tim Alberts
Sandra Cleary
Eileen Kirsch
Todd Olson
Tracy Littlejohn

Mayor

Shaundel Washington-Spivey



PURPOSE OF THE PLAN

The groundwork for the Strategic Plan was compiled through community input, recreation partnerships, employee and city officials' input. This plan is a complete reflection of the importance of parks and recreation in the community of La Crosse and community-driven needs and desires for recreation facilities, trails, open spaces and recreation programs. The plan not only identifies these desired needs but also provides an action plan for projects that include timelines, potential costs, and responsibilities.

Importance of the Plan

- Provides a guiding framework for current and long- term future of the City of La Crosse's Parks and Recreation system.
- Outlines the goals and objectives the City of La Crosse is aspiring to achieve.
- Provides an inventory of existing conditions and recommendations for future parks, recreation facilities and programs, and development of open space areas and facilities.

Implementation

The Parks Department cannot accomplish the strategic plan's goals and objectives alone. Success will require partnership with the community, organizations, city officials and employees. Through partnerships, funding mechanisms, and leveraging available new and existing resources, the parks department can find ways to build on past accomplishments and create new opportunities for future success.

Next Steps

This strategic plan is a living document, one that is updated to reflect circumstances at that moment.



Mission Statement

The City of La Crosse Parks, Recreation, and Forestry Department's mission is to enrich our community through stewardship of the environment and through provisions of quality recreation, facilities, and fun.

Vision Statement

Make La Crosse the best possible welcoming and inclusive community to live, work, and play in.





IMPORTANCE OF PARKS AND RECREATION

Purpose

- **Social benefits** by connecting people with neighbors of other ages, incomes, backgrounds, and abilities. Parks and recreational activities build community pride and spirit.
- **Economic benefits** by improving the quality of life in the community and helping to attract businesses and residents to the local area. Top-ranked parks and recreation programs and facilities are a competitive advantage for the entire area in economic development.
- **Environmental benefits** by connecting people with and educating them about nature. La Crosse is fortunate to have an abundance of natural resources and must continue to protect, sustain and restore our natural landscape, while at the same time offer recreational opportunities in harmony with nature.
- **Individual benefits** by promoting physical fitness and self-improvement. Opportunities for exercise and being outdoors results in greater physical fitness, emotional well-being, and connectivity to nature.

2026-2030

 3 Harbors/Marinas	 4 Seasonal Sustainability Initiatives
 5 Boat Launch Facilities	 29 Tennis Courts
 86 Boathouses	 12 Athletic Fields
 2 Levees	 8 Pickleball Courts
 1 Transient Dock	 2 Pump Tracks
 1 Kayak/Canoe Rental Facility	 1 Skate Park
 2 Beaches	 3 Dog Parks
 47 Parks	 6 Adult Sports Leagues
 36 Playgrounds	 205 Adult Sports Teams
 35 Reservable Spaces	 1,900+ Adult Sports Participants
 3 Splashpads	 1,000+ Youth Program Participants
 3 Pools	 250 Special Olympics Participants
 18 Shelters	 35 Senior Excursions
 2 Cemeteries	 3 City Boards & Committees
 3,000+ Acres of Blufflands & Marsh	 40 Leases & Agreements
 20,000+ Boulevard Trees	 20 Community Partnerships
 6 Community Orchards	 13 City Building/Facilities
 1 Arboretum	 70+ Miles of Trails & Paths

Chapter 1

Community

Profile

COMMUNITY PROFILE

The City of La Crosse offers spectacular views, a charming downtown life, and welcoming community. It is the largest city on Wisconsin's western border. A regional technology, medical, education, manufacturing, and transportation hub, companies based in the La Crosse area include Mayo and Gundersen Health Systems, Kwik Trip, La Crosse Technology, City Brewing Company and Trane. La Crosse is also a college town home to the University of Wisconsin-La Crosse, Viterbo University, and Western Technical College.

The City of La Crosse is positioned along the Mississippi River. Surrounding the relatively flat prairie valley where La Crosse is located are towering 500 ft bluffs, one of which is the City of La Crosse Parks, Recreation and Forestry Department's own, Grandad Bluff, that overlooks the three-state region. This region is composed of high ridges with carved out valley, also known as coulees, a French term. That is where the city of La Crosse gets its nickname of the "Coulee Region". Among the bluffs in the City of La Crosse are trails, parks, facilities, programs for all ages, and recreational opportunities all provided by the City of La Crosse Parks, Recreation and Forestry Department.

Demographics

The total population of the City of La Crosse is 52,185 with an expected growth of 2.2% per year. The metropolitan statistical area population is 139,627. City of La Crosse's median household income is \$56,552. The median age for the city is 28.8.



Chapter 2

Goals &

Objectives

GOALS AND OBJECTIVES

Goals and objectives provide the framework for guiding future recreation needs for City of La Crosse residents. These goals and objectives will serve as a guide for the Parks, Recreation, and Forestry Department's annual budget, capital plans, and work plans. These goals will be worked on over the course of the next five years. Each goal was taken into consideration by looking at the assessment needs of the city and the public input.

Goal 1 - Maintain long-term fiscal stability through responsible management, diversified revenue and beneficial partnerships.

Objectives:

- Partner with communities, organizations and businesses to support local initiatives, impact the local economy and generate revenue.
- Work with all levels of government to secure consistent, dedicated funding for park development, maintenance, and operations.
- Increase revenue and develop sustainable spending practices throughout the system that consider the short- and long-term costs and priorities for projects, programs and/or services.
- Explore and implement user fees, specifically for trails, tennis, and pickleball courts.

Goal 2 - Protect and manage natural resources through sustainable management practices.

Objectives:

- Focus on habitat protection, conservation and restoration on threatened resources such as wetlands, urban forests, bluff lands, rural landscapes and forests.
- Partner with other organizations to improve resource management education while maintaining the natural, scenic, and agricultural land.
- Improve air and water quality through the protection of open space, land stewardship, and public awareness.

Goal 3 - Engage people with nature and outdoor recreation.

Objectives:

- Encourage people to experience the natural environment by providing and maintaining trails and access points that serve people of all ages and abilities.
- Develop a strong connection between neighborhood and park center programming and the natural areas in the park system.
- Enhance educational experiences to connect visitors to natural, cultural, and

2026-2030

recreational resources.

Goal 4 - Provide a safe place to play, recreate, contemplate, and celebrate.

Objectives:

- Identify recurring safety concerns and devise new prevention plans using available resources.
- Pursue public and private partnerships to promote safety in the parks and expand available resources.
- Modify behavior that may cause harm to persons, the environment, or property within the park system.

Chapter 3

Maintenance

Plan

Introduction

The maintenance and improvement plan is the Parks, Recreation, and Forestry Departments' commitment to the City of La Crosse to provide safe and beautiful recreational areas to its residents and visitors. The plan's framework addresses all maintenance labor and improvement projects over a timeframe of ten years. This allows the department to appropriately address and budget for all labor tasks and improvement projects. The timeframe will be subjected to an amending process every two years throughout the entire ten years to meet the growing changes and demands of the park system.

The plan calls for the park system to undergo an inventory analysis of all its parks. The inventory analysis is a comprehensive study of the park's amenities. The study evaluates the current physical condition of each amenity to determine life expectancy. Life expectancies are used to categorize improvement projects into high priority, medium priority, and low priority. The plan defines high priority as one to three years, medium priority as three to five years, and low priority as five to ten years. The priority rankings make up our ten-year timeframe for the maintenance/improvement plan.

The maintenance and improvement plan allows the department to project future costs and adequately plan a funding source from local businesses, organizations, associations, foundations, state and federal grants, and the capital improvement projects fund. The diversification of sources will allow the department to meet its funding needs and the overall goals of the plan.

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Goals & Objectives

Goal 1

Provide a safe and fun atmosphere within the park system.

Objectives

1. Provide more training opportunities to the park's maintenance department.
2. Increase the frequency of routine maintenance checks of parks.
3. Continue to amend the maintenance plan every two years or as changes/updates occur.

Goal 2

Provide adequate and steady funding for all projects.

Objectives

1. Reestablish funding for park maintenance and modest improvements that meet the needs of the community.
2. Create a timeline for all future maintenance projects with an estimated cost and funding plan.
3. Diversify funding through local community foundations, state and federal grants, neighborhood associations, private businesses, and donations.
4. Strive to use sustainable technology to reduce future operational costs.

Goal 3

Build partnerships throughout the community.

Objectives

1. Continue to recruit volunteers to help maintain cleanliness in the parks and recognize them for their contributions.
2. Continue to enrich and strengthen relationships with local schools, universities, associations, organizations, and businesses to maintain a healthy park system.
3. Enhance access to information and increase communication with the public on routine maintenance tasks.

Goal 4

Strive to use sustainable practices.

Objectives

1. Proactively incorporate green strategies in all projects.
2. Continually manage, preserve, and protect natural resource areas.
3. Aspire to become a sustainable leader within the state.

Chapter 4

Capital

Improvement

Projects

Capital Improvement Projects Process

Capital Improvement Projects are submitted by each city department and are projects they would like to see completed. Projects are identified as the department's needs within the city for the next five years. The department relies on the Maintenance Plan to determine the greatest needs.

The city is allotted a certain budget each year, and there are a few committees that oversee these projects to determine which ones get approved. Projects are first reviewed by the City Planning Commission. The commission shall prepare and submit a five-year capital projects budget to the Common Council through its Finance & Personnel Committee. Projects may be approved, unfunded, moved to different years, or amended throughout the course of these meetings. As much as the department wants to see all projects approved, it doesn't always happen; however, those projects can be resubmitted during the following cycle in hopes they are selected to be completed.

Once the process is complete, the projects selected are compiled in an Adopted Capital Project Budget document. To see the most recent document and what projects were selected follow the link below:

[Capital Budgets | City of La Crosse, WI](#)

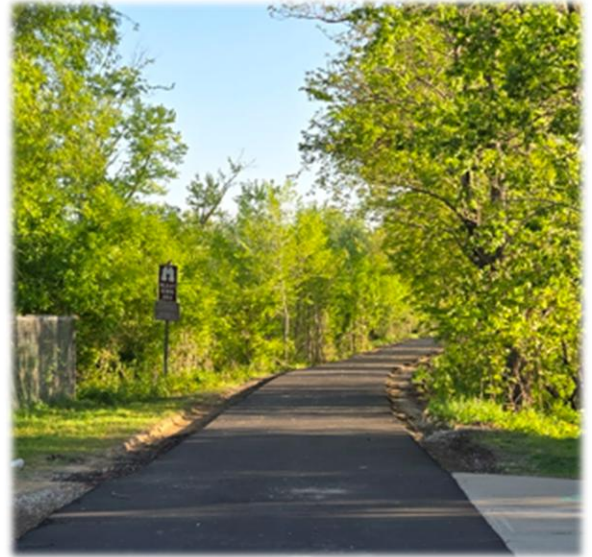
Recent completed projects from the process include:



Carroll Field Concession Stand was a development of a combined concessions and restroom facility to support current and future park programming by expanding visitor services, increasing operational efficiency, and improving accessibility and convenience for park patrons.

2026-2030

Grand Crossing Trail project consisted of the resurfacing and rehabilitation of the existing multi use recreational trail to improve safety, accessibility, drainage, and long-term usability for pedestrians and bicyclists. Funding assistance was provided through the Federal Transportation Alternatives Program.



Cottonwood Trail Head project consisted of the removal and disposal of clay pigeon fragments and related debris, along with accessibility upgrades to improve site usability, safety, and ADA compliance.

Chapter 5

Parks &

Forestry

PARKS HISTORY

On May 15th, 1908 the La Crosse Common Council passed an ordinance creating two park districts in La Crosse. The area south of the La Crosse River was named the first district and the area north of the La Crosse River was named the second. The ordinance also provided for the establishment of the Board of Park Commissioners. The ordinance, initiated by the current Mayor at the time, Dr. Wendall A. Anderson, marked the first significant official interest in the city's few parks. The board, composed of J.M Hixon, L.F. Easton, E.L. Colman and Henry Gund, selected John Nolen, a noted landscape artist and advisor, to design a park system for the city.

A public meeting was held on November 18, 1908, to give an overview of the plans and to gain support from the citizens. Nolen's plan included the proposal of improving and creating Copeland, Levee, Grandad Bluff, and La Plume Island, which still exist today.

Despite the Board of Park Commissioners in 1908, a few parks were already established with Burns Park in 1852 and Myrick Park (then Lake Park) in 1873. Pettibone Park was also established before the 1908 ordinance, and it was donated by A.W. Pettibone. Pettibone Park was still considered part of Minnesota at that time, but boundaries were later changed where it became land within Wisconsin.

Six months after that first public meeting in November 1908, enough money was raised to start working on Nolen's plan, and it has brought us where we are today. Currently the La Crosse Parks, Recreation, & Forestry Department maintains a 1,560-acre park system, consisting of 47 park sites, 18 parks shelters/pavilions, 12 athletic fields, an 18-hole frisbee golf course, 27 miles of paved trails, and 45 miles of natural surface trails. In addition, the department also has an 1,100-acre riparian marsh and 1,312 acres of public land across the bluffs on the city's east side. All of these parks are unique to La Crosse and provide the community with a wide variety of opportunities for leisure activities.

Types of Parks

Community parks are readily accessible from arterial streets and the commuter/recreational trail system. These parks may include playfields and courts for organized sports, a playground, and facilities for day use activities including a picnic shelter, restroom, seating, and walking paths.

Neighborhood parks are centrally located within areas of residential development. These areas typically include playgrounds, open space for informal games and activities or play courts.

2026-2030

Community Parks

- Carroll Park 1717 MARCO DR
- Chad Erickson Park & Vietnam Veterans Pond 3601 PARK LANE DR
- Copeland Park 1130 ROSE ST
- Erickson Park 2423 21ST PL S
- Grandad Bluff 3020 GRANDAD BLUFF RD
- Green Island Park 2312 7 ST S
- Houska Park 700 HOUSKA PARK DR
- Lueth Park 1200 LA CROSSE ST
- Myrick Park 2107 LA CROSSE ST
- Pettibone Park 101 PETTIBONE DR S
- Poage Park 500 HOOD ST
- Riverside Park 100 BLOCK STATE ST
- Springbrook Park 3519 SPRINGBROOK WAY
- Trane Park 1500 CHASE ST
- Weigent Park 1500 CASS ST



Neighborhood Parks

- Badger/Hickey Park 1007 PALACE ST
- Bluffview Park 2800 JACKSON ST
- Burns Park 702 MAIN ST
- Cameron Park 400 KING ST
- Civic Center Park 500 2 ST S
- Clayton E. Johnson Park 4701 33RD ST S
- Coulee Park 1201 COULEE DR
- Crowley Park 2100 CAMPBELL RD
- Diagonal Park 2935 23RD ST S
- Glendale Park 2600 29TH ST S
- Goose Green Park 629 KANE ST
- Hass Park 3600 EASTER DR
- Highland Park 2500 HIGHLAND ST
- International Friendship Gardens 405 E VETERANS MEMORIAL DR
- Merry Meadows Park 4200 MEADOWLARK LN
- Powell Park 1002 WEST AVE S
- Pumpkin Patch Park BRICKYARD LN
- Red Cloud Park 416 POWELL ST
- Roellig Park 600 LOSEY BLVD N
- Roesler Park COUNTY ROAD MM
- Schuh Park 2225 HORTON ST
- Seminary Park 3400 E AVE S
- Sherwood Park 3300 NOTTINGHAM ST
- South Goose Green Park 1012 ST ANDREW ST
- South Library Park 1616 FARNAM ST
- Starlite Park 2421 HENGEL CT
- Upper Hixon Forest 800 MILSON CT
- Verchota Park 1825 22ND ST
- Veterans Freedom Park 120 CLINTON ST
- Wittenberg Park 2940 GEORGE S

Future Potential Projects and Goals

- Complete a new paved walking path in Veterans Freedom Park
- Install a new ADA fishing pier at Veterans Freedom Park
- Rehab of Copeland Park shelters
- New shelter at Badger Hickey
- Stabilization of the trail in Chad Erickson Memorial Park
- Permanent fencing and amenities at Wittenberg Dog Park

2026-2030

- Upgrades to Glendale and Hass Park playgrounds
- Replacement of deteriorating old fencing at Weigent Park
- Replacement of the flagpole at Riverside Park
- Improvements to Civic Center Park
- Restoration of the Houska Park bathrooms
- Replace Grandad shelter roof

Forestry

The City of La Crosse's urban forest is a vital natural resource, providing ecological, social and economic benefits to the community. The 20,000 trees that line La Crosse's streets, and additional trees within city parks help to control storm water, improve air quality, reduce utilities expenses, increase property value, provide habitat for birds and other wildlife, and improve neighborhood aesthetics. As climate conditions change, and urban development continues, proactive forestry management is essential to maintaining a resilient and sustainable tree canopy.

This section of the Strategic Plan focuses on implementing the [Urban Forestry Management Plan](#), which guides the City's efforts in tree planting, maintenance, conservation, and community engagement.

Vision: Healthy Trees, Healthy City: Our vision for La Crosse's urban forest is to cultivate a thriving, diverse, and well-maintained tree canopy that enhances the livability, health, and sustainability of our community for current and future generations

Arboretum

In June 2024 Arboretum Accreditation was awarded for the Myrick Park Arboretum. The mission of the Arboretum is to display the rich biodiversity of the Coulee Region and to promote and highlight the importance of trees to our community. An arboretum is a place of learning and public interest to enhance learning and quality of life for the community and engage in public outreach as an outdoor classroom, living laboratory, and an inspiration for a greener, healthier, and more beautiful world.

Goals & Objectives

Goal 1 – Preserve tree canopy cover and the urban forest through sound but fair policies and regulations that align with shared priorities in the City and best practices.

Objectives:

- Identify impediments to tree planting and opportunities where tree requirements could be strengthened.
- Utilize the urban heat and impervious surface study to target tree plantings and incentivize developers to support this effort.
- Complete a city-wide tree canopy assessment as an update and periodically reassess canopy cover to monitor changes and trends.

Goal 2 – Foster tree stewardship in our community through equitable and impactful community education and engagement.

Objectives:

- Maintain Tree City USA accreditation
- Host seasonal arboriculture education events, such as spring tree planting and pruning workshops, to teach homeowners best practices for tree care and maintenance.
- Work towards a Level II Arboretum accreditation including the development of an arboretum collections policy and enhanced forestry programs within the arboretum.

Goal 3: Foster a culture of innovation, collaboration and adaptability, ensuring the program remains responsive to changing environmental conditions and community needs.

Objectives:

- Assess and strategize improved communication and protocols to efficiently manage the urban forest.
- Continue to apply for funding to support innovative and essential tree management projects and utilize the resources and trainings provided by these reputable entities
- Strengthen existing and foster new collaborative partnerships to manage the urban forest.

Potential Future Projects and Goals

- Continue to address heat zones identified by the City's Climate Action Committee by planting more shade providing trees in such areas
- Continue work with Neighborhood Associations to utilize funding for tree planting.
- Forestry will continue to provide boulevard tree services to residents in a timely and efficient manner.

Chapter 6

Natural

Resources &

Sustainability

Natural Resources & Sustainability

The City of La Crosse values environmental sustainability by making decisions that help protect, maintain and preserve our natural and developed resources. The City of La Crosse aims to promote and practice the conservation, preservation and restoration of our unique natural spaces. Sustainable land management is a top priority that satisfies the needs of diverse habitat types as well as ensuring that the recreational potential for user groups is all inclusive. The quality land management practices and goals identified in this plan take our ecosystem health into high consideration when developing sustainable trails, natural areas and trailhead facilities.

Vision: Protect the land through multi-resources management

Mission: The La Crosse Parks, Recreation, and Forestry Department is committed to improving our wildland management by increasing partnership relations, conducting management on a landscape level, and considering the recreational abilities and needs of all user groups.

Natural Resources

Blufflands Overview

The City of La Crosse's Blufflands are a defining natural feature of the region, offering ecological, recreational and scenic value to residents and visitors alike. As demand for outdoor recreation grows and conservation challenges evolve, a strategic approach is essential to protect and enhance these vital lands. By aligning with regional conservation goals and leveraging partnerships with local organizations, the City of La Crosse aims to create a long-term framework that supports responsible recreation, biodiversity, and climate resilience within the Blufflands.

The City Parks Department has a long history of preservation and restoration of natural areas. Since the largest gift of Hixon Forest, the City has acquired ~2,000 acres of property that could have been otherwise sold to developers. Some of the properties more impacted than the others from agriculture and rock quarrying, these lands pose different challenges to restore than more primitive unimpacted lands.

Goals and Objectives – Blufflands

Goal 1: Develop a Comprehensive Blufflands Master Plan

Objectives:

- Conduct a comprehensive blufflands assessment including inventory current land use, ecological conditions, recreational infrastructure, and conservation needs.
- Facilitate an inclusive planning process with community stakeholders to shape the blufflands' future.
- Develop clear land management and recreational guidelines

Goal 2: Conduct ecological assessments and natural resource inventory of natural areas.

Objectives:

- Work with conservation organizations to conduct Ecological Assessments of City natural areas.
- Maintain an accurate database of findings.
- Work with area experts to make improvements to restore natural area

Goal 3: Enhance funding and financial stability through alternative funding sources.

Objectives:

- Provide a robust, long-term, and stable funding framework for natural areas and resources within the city.
- Identify ways for all users of natural to contribute equitably to the development and management of these natural resources.

Goal 4: Conserve Wetlands, Urban Forests, Blufflands, Rural Landscapes and Forests through Partnerships and Incentives.

Objectives:

- Encourage large-scale land conservation partnership projects.
- Manage lands and resources to protect rare plant communities, threatened wildlife species, and scenic beauty.
- Increase the number of pollinators and beneficial insect species in the city.
- Continue to plant native herbaceous species in parks and public lands

Goal 5: Cooperate and Coordinate with Neighboring Cities, Villages, Towns, Counties, and Property Owners to Provide Recreational Activities, Education, and Preservation of Natural, Historic, and Cultural Resources for the Enjoyment and Benefit of all Citizens.

Objectives:

- Provide assistance with park and recreation planning services to neighboring communities.
- Utilize, when practical, a multi-jurisdictional approach to acquiring and developing outdoor recreation facilities, and land.
- Manage lands and resources to protect rare plant communities, threatened wildlife species, and scenic beauty.

La Crosse River Marsh Overview

It is the intent of the La Crosse Parks, Recreation and Forestry Department to maintain the marsh for its hydraulic, ecological and recreation values. The marsh presently offers many opportunities for birding, fishing, and recreation.

The La Crosse River Marsh plays a unique and important role in the La Crosse and Central Wisconsin landscape, providing a critical stopping point for migratory birds, spawning area for

various aquatic species, outdoor classroom, destination for outdoor enthusiasts, and natural flood mitigation and water quality treatment. Despite its importance to the community and region, the marsh has degraded in recent years by man-made encroachments, upland changes in hydrology, and evolving weather patterns. An increasing proportion of the La Crosse's parks and public works budgets must be allocated to maintaining and repairing infrastructure in the marsh such as trails and utilities. These changes have also resulted in habitat loss, water quality, and other ecological impacts.

Goals and Objectives - Marsh

Goal 1: Improve hydraulic connectivity throughout the river/marsh system and increase flood water storage.

Objectives:

- Improve connectivity of flow between the river and marsh and between different cells of the marsh.
- Provide additional flood water storage by reconnecting floodwaters with areas isolated by berms, levees, streets, and trails.
- Identify and pursue property acquisition.
- Improve water level control structures to allow periodic summer drawdowns to enhance and restore emergent vegetation.

Goal 2: Improve biodiversity and native vegetation with habitat as the primary objective.

Objectives:

- Evaluate solutions to the floodplain forest.
- Address the disappearing submerged vegetation.
- Improve trail and marsh edge environments.
- Remove invasive species.

Goal 3: Cooperate and coordinate with friend groups, neighboring cities, villages, towns, counties, and property owners to provide recreational activities, education, and preservation of natural, historic, and cultural resources for the enjoyment and benefit of all citizens.

Objectives:

- Provide assistance with park and recreation planning services to local municipalities.
- Utilize, when practical, a multi-jurisdictional approach to acquiring and developing outdoor recreation facilities and land.
- Pursue grant funding and partnerships to accomplish projects

Natural Resource Management and Restoration of La Crosse Natural Areas Overview

Restoring land to its historic and geographic habitat must be strategic and calculated. Restoration practices are also unique because of the diverse ecosystems that exist within each Bluffland or Marsh property. Restoration practices include but are not limited to invasive cutting, pulling, girdling and treating, deer management, tree removal, prescribed fire, and

native plantings. Though volunteer work and grants these conservation areas will be expanded to include restoration of the hardwood timbers encompass many of the City's public lands. Several test timber stand improvement projects are being monitored for effectiveness and feasibility.

Prairie Management

To retain and restore the prairie communities within the City Blufflands the following is recommended:

- Prairie remnants found on scattered sites throughout the forest shall be protected and restored to remain as prairie remnants. Management priority shall be placed on those remnants most threatened by succession.
- The use of fire, as well as selective cutting and tree girdling may be used to carry out these management objectives, as well as to enhance biodiversity, attempt to restore natural processes to the forest, and reduce potentially hazardous situations.
- Herbicides should be used sparingly, and spraying avoided in sensitive areas.

Forest Management **Review the Hixon Forest Comprehensive Management Plan and Urban Forestry Management Plan for a more comprehensive understanding of the forest management recommendations provided here.*

To retain and restore the health of existing forest and tree canopy, the following is recommended:

- The existing forest and tree canopy shall be maintained to the extent possible.
- The management for communities such as oak woodland or savanna shall be focused upon existing edge and open areas.
- Remnant oak opening sites shall be restored to or remain as oak openings.
- The use of fire, as well as selective cutting and tree girdling may be used to carry out these management objectives, as well as to enhance biodiversity, attempt to restore natural processes to the forest, and reduce potentially hazardous situations.
- The former McBain Property and the old field located along the west side of CTH FA shall be managed for establishment of oak savanna or oak forest or for opportunities to allow natural succession to occur. Additional openings within the forest that consist of non-native vegetation shall be evaluated for opportunities to add to the existing closed canopy.
- The reforestation project located in the central portion of the lower forest shall continue to be evaluated as an effective restoration method.
- Oak trees are most susceptible to oak wilt in the springtime, from bud swelling until 2 to 3 weeks past full leaf development. During the period of April 15 to July 1, do not prune, cut or injure oaks. If an oak is wounded during this time, cover the wound immediately with tree wound paint.

Invasive Species Management

To retain and restore the health of Bluff and Marshlands, the following is recommended.

- Removal of invasive native tree species (such as black locust and aspen) in selected locations such as around remnant prairies and throughout wetlands.
- The removal of invasive woody shrub species (such as buckthorn, honeysuckle) is a management priority. Efforts should focus on those areas where the invasive species have not yet become dominant in the under-story. Woody shrubs should be treated according to best management practices.
- The use of herbicides shall be allowed for the management of invasive species when fire or mechanical removal methods are ineffective. Herbicides should be biodegradable and used responsibly according to directions.

Acquisitions & Easements

The presence of easements and grant agreements guide how La Crosse Parks and Recreation manages many bluffland properties. Trail development, habitat restoration, and public access improvements must align with these legal obligations to ensure compliance and sustainability. While these protections limit certain activities such as new development or off-trail use they also provide a framework for balancing conservation and recreation.

Property acquisitions are conclusive to property owner's willingness to sell, making a very short list for potential acquisition. Properties are evaluated based on habitat and recreation value, potential for development and accessibility in addition to the criteria listed below. As new properties become available, a discussion will be entertained with the Environmental Leadership Forum prior to the acquisition of new lands. Additionally, recreational easement and/or conservation easement may be utilized as tools to facilitate the negotiation process and fulfill the desires of the landowner and the city.

Potential Future Projects and Goals

- Ongoing hydrological improvements
- Improvement of marsh hydrology as measured by restoring/enhancing water exchange within the western portion of the marsh



Sustainability

Sustainability is a core priority for the City of La Crosse Parks, Recreation and Forestry Department, ensuring that environmental, social, and recreational systems support a thriving community for future generations. As climate challenges and urban development pressures increase, the City is committed to proactive sustainability efforts that enhance resilience, reduce environmental impact, and foster community engagement.

Goals & Objectives – Sustainability

Goal 1 – Enhance Native Landscaping and Planting Practices

Objectives:

- Develop and implement a native planting strategy for new park projects and landscape renovations.
- Require new plantings within parks or as part of beautification efforts to contain at minimum 50% native species

Goal 2 – Expand Sustainability Education and Community Outreach

Objectives:

- Use education programs and incentives to promote the use of native plants and trees on public and private property
- Host regular seasonal workshops, events focused on conservation, native planting, and sustainable park stewardship.
- Collaborate with local community groups, and environmental organizations on park-based sustainability initiatives

Goal 3 – Promote Biodiversity and Wildlife Habitat Restoration

Objectives:

- Maintain existing management plans aimed at protecting and enhancing existing wildlife habitats within parks
- Initiate habitat restoration projects that include the removal of invasive species, reintroduction of native vegetation and creation of wildlife corridors.

Goal 4 – Secure funding to expand sustainability programs

Objectives:

- Identify and pursue grant opportunities, public-private partnerships, and other funding sources to support sustainability initiatives including native planning and community education programs

Conclusion: The city’s commitment to natural resource preservation and sustainability involves several key aspects including land management, bluffslands preservation, marsh management, restoration practices and sustainable initiatives. The City of La Crosse aims to improve wildland management by increasing partnership relations, conducting management on a landscape level, and considering the recreational abilities and needs of all user groups. This involves cooperating with neighboring communities, pursuing grant funding and partnerships, and enhancing funding and financial stability for natural areas and resources. By focusing on these areas, the City of La Crosse strives to ensure a thriving community for future generations.



Chapter 7

Trail Systems

Trail Systems

The City of La Crosse is home to an extensive trail network that offers diverse recreational experiences, including natural bluffland trails, marsh trails, and paved multi-use paths. This strategic plan prioritizes maintaining existing infrastructure while identifying targeted improvements that enhance accessibility, sustainability, and user experience.

Natural Trails

Bluffland trails wind through forested ridges, steep terrain, bluffland prairies, and scenic overlooks, offering hiking, trail running, mountain biking, cross country skiing, snowshoeing and nature exploration. These trails rely on sustainable maintenance practices to prevent erosion, protect habitats, and ensure long-term usability.

Paved Trails

The city's network of paved multi-use trails supports walking, running, biking, and mobility devices, providing safe and accessible routes for all users. Marsh trails provide a unique wetland experience, supporting birdwatching, education, both paved and soft-surface recreation. Many trails serve as commuter corridors, connecting neighborhoods, parks, schools, and commercial districts. Proper surface maintenance and wayfinding improvements are critical to supporting increased year-round usage.

Protected Trails

Some trails in La Crosse exist on lands protected by conservation easements or subject to grant restrictions from the Wisconsin Department of Natural Resources (DNR). These agreements limit or prevent the construction of new trails and impose specific stewardship responsibilities. The city must carefully manage these lands to maintain compliance while ensuring safe and sustainable public access.

Goals & Objectives

Goal 1: Maintain and Improve the Existing Trail Network

Objectives

- Conduct an annual trail assessment to identify and prioritize maintenance needs.
- Develop a sustainable funding strategy for ongoing trail upkeep, including city budget allocations, grants, and donations.
- Expand routine maintenance efforts by coordinating with volunteer groups, conservation corps, and trail advocacy organizations.
- Standardize maintenance best practices across all trail types to improve durability and safety.

Goal 2: Signage and Wayfinding Plan

Objectives

- Standardize Trail signage by developing a uniform signage system that includes trail names, difficulty ratings, permitted uses and regulatory information
- Standardize branding and logos within trail system to maintain consistency and limit commercialization of public lands
- Ensure all signage includes accessibility details, such as surface types, grades, and ADA compliant routes.

Goal 3: Enhance Accessibility and Inclusivity

Objectives

- Ensure paved trails meet ADA compliance standards, including smooth surfaces, gradual slopes, and rest areas.
- Improve trailhead facilities with accessible parking, restrooms, and clear signage.
- Develop an interactive digital trail guide with accessibility information, trail difficulty ratings, and real-time updates.
- Install wayfinding and interpretive signage to provide inclusive navigation and educational opportunities.

Goal 4: Foster Sustainable Trail Management

Objectives

- Implement erosion control strategies on bluffland and marsh trails, such as rerouting problematic sections and using sustainable materials.
- Increase invasive species management efforts along trails to preserve native ecosystems.
- Promote responsible trail use through community education on Leave No Trace principles.

Goal 5: Maintain Compliance with Easements and Grant Restrictions

Objectives

- Conduct an annual review of all conservation easements and grant agreements to ensure current trail use aligns with restrictions.
- Collaborate on grant opportunities for ecological restoration and low-impact infrastructure improvements.
- Increase invasive species management in cooperation with land trusts and conservation groups.
- Monitor and assess high-use trails for environmental degradation, adjusting management strategies as needed.

Conclusion

By focusing on the maintenance and enhancement of existing trails, this strategic plan ensures that La Crosse's trail system remains a valuable asset for recreation, transportation, and environmental stewardship. Prioritizing accessibility, sustainability, and community engagement will allow the city's trail network to serve diverse users while preserving its natural beauty for future generations. By recognizing and respecting the constraints of conservation easements and grant-restricted lands, the City of La Crosse can ensure the long-term sustainability of its trail system while fostering positive relationships with conservation partners. Prioritizing compliance, stewardship, and education will allow the city to continue providing high-quality recreational opportunities without jeopardizing the ecological and legal integrity of protected lands.

Potential Future Projects

- Complete reconstruction of the Willow Trail



Chapter 8

Aquatic

Facilities

Aquatics

The aquatic facilities provide opportunities for youth and adult water recreation activities. The City of La Crosse owns Erickson Pool, North Side Community Pool, and Veterans Memorial Pool. Each of these pools has their own unique characteristics. From zero-depth entry to splash pads, they each offer something for the family to enjoy.

Erickson Pool

2512 Losey Blvd

Potential Future Projects

- Renovate bathhouse
- Replacement of slide



Veterans Memorial Pool

1901 Campbell Rd

Potential Future Projects

- Purchase and install shade structures
- Install security cameras on pool deck
- Repair concrete malfunction on the pool wall

North Side Community Pool

816 Sill St

(closed for the 2026 season due to budget cuts)

Chapter 9

Athletic

Facilities

Ball Fields

Ball fields provide ample space for community baseball and softball games. The fields are used daily throughout the summer months hosting the city's baseball and softball programs, as well as tournaments. The ball fields benefit multiple organizations who gather to play sports at these facilities. Features include multiple fields, restrooms, storage sheds, bleachers, concession stands, water and power.

- **Bluffview Ball Fields**
- **Carroll Ball Field**
- **Copeland Softball Field**
- **Copeland Baseball Field**
- **Erickson Ball Fields**
- **Goose Green Ball Field**
- **Houska Ball Field**
- **Weigent Ball Field**



Tennis Courts

The city tennis courts are open to the public as well as used by local schools, adult tennis clubs, and the department's youth tennis programs. These courts facilitate several tournaments and events throughout the season.

- **Copeland Park (4)**
- **Weigent Park (2)**
- **Bluffview Park (2)**
- **Green Island Park (13)**
- **Red Cloud (2)**
- **Forest Hills (6)**

Potential Future Projects

- Replacement of tennis courts at Weigent, Green Island, Bluffview, and Copeland Park



Pickleball Courts

The city has two locations for pickleball, and they are currently not reservable spaces. As the sport grows in popularity, the department hopes to expand the pickleball possibilities.

- **Trane Park (8)**

Potential Future Projects

- Additional build of 8 courts at Trane Park

Green Island Ice Arena

In addition to the outdoor tennis courts, the Ice Arena is home to River City Youth Hockey, Coulee Region Sled Hockey, and youth figure skating programs. River City Youth Hockey currently leases the building from October to March and offers open skate times for the general public.

Potential Future Projects

- Replacement of roof from 1982

Chapter 10

Grounds and

Buildings

City Owned Facilities

The department oversees city owned facilities, whether they are run by a third-party vendor, leased, or directly managed by our staff, they are diverse in their capabilities and what they offer to the public. The department oversees the general maintenance of the buildings, but the tenants can diversify their use to fit their desired plan within the guidelines of the lease. Neighborhood Centers are managed and staffed by the Parks Department. Neighborhood Centers focus on community activities such as programs for older adults during the school year as well as programs for adults and youth at night. Leased buildings are open to the public, can be reserved, or put on several events for the public.

Black River Beach Neighborhood Center

1433 Rose St

South Side Neighborhood Center

1300 6th St S



Myrick Park Center

789 Myrick Park Dr

- Leased by WisCorps/The Nature Place

Hatchery

410 Veterans Memorial Dr

- Leased by Hatchery LLC

Copeland Stadium

800 Copeland Ave

- Leased by the La Crosse Loggers

Pettibone Boat Club

600 S Pettibone Dr

- Leased by Pettibone Boat Club

Pettibone Resort

333 Park Plaza Dr

- Leased by Pettibone Resort



2026-2030

Pump House Regional Arts Center

119 King St

- Leased by the Pump House

Green Island Ice Arena

2312 7th St S

- Leased by River City Youth Hockey



Forest Hills Golf Course

600 Losey Blvd N

Forest Hills Golf Course has been under the management of Kemper Sports on behalf of the City of La Crosse since 2009. Forest Hills recreation is year-round as part of Hixon Forest. In the summer months, trails line the golf course, whereas in winter it becomes a popular cross-country ski location along with sledding, snow shoeing and dog walking.

Potential Future Projects

- Maintenance building to replace the current 80-year-old shop
- Expansion of par 3 tee boxes
- Driving range target greens
- Drainage additions to cure problematic wet areas on the course
- Refurbishing of club house exterior
- Additional forward tee boxes to accommodate junior, senior and women golfers
- Cart paths rebuild to update the aging paths



Chapter 11

Waterways

Boat Landings

The Parks, Recreation, Forestry Department is responsible for and maintains five public boat landings/launches. Funding for maintenance and future upgrades comes from launch fees charged at kiosks located at each landing. Launch fees are kept in a “boat landing” account specific to the needs of the landings.

7th Street Landing

2300 S 7th St.

East Copeland Landing (North and South)

421 Clinton St.

Municipal Landing

1500 Marco Dr.

Veterans Freedom Park Landing

1000 Boathouse Dr.

Potential Future Projects

- Plan for and fund complete parking lot replacement at West Copeland and East Copeland
- Continue to grow the number of fishing tournaments hosted at the landings

Riverside Levee

With the recent completion of an additional levee, the department has established long term agreements with Viking Cruise Lines and American Cruise Lines to promote Riverside Park and the city and encourage tourism in the downtown area.

Riverside Transient Dock

A pay to park, seasonal dock, is located along the shoreline in Riverside Park. People are able to experience all the downtown area has to offer by way of boat.

Municipal Harbor

1502 Marco Dr

- 169 boat slips

Veterans Point Marina

120 Clinton Street

- 124 boat slips

Copeland Park Marina

1121 Copeland Park Dr

- 14 slips



Potential Future Projects

- Replacement of gazebo on the west side of the property green space.
- Build a small campground between the dry storage area and south harbor shoreline green space.
- A new utility line at Municipal Harbor
- An additional Marina at River Point District
- A waterway development plan at River Point District



Chapter 12

Recreation

The Recreation Division strives to provide diverse opportunities, quality programs, and engaging special events for youth, adults, families, seniors, and individuals with special needs. The main objective is to enrich lives of City of La Crosse community members by offering social, active, leisure, enriching, and educational choices in safe environments. Staff is responsible for planning and implementing activities, promoting positive customer service, effectively promoting and publicizing programs, and utilizing financial resources efficiently. Not only does the Recreation Division hire numerous seasonal employees, but this division is also responsible for recruiting and managing hundreds of volunteers to assist with programs and special events.

Youth Programs

The department offers year-round sports and programs for youth in the community. Sports include Volleyball, Football, Basketball, Soccer, Track, Tennis, and Ice Skating. During the summer, day camps are offered for participants. Different day camps include Playground Program and Adventure Camp.

Adult Programs

The department offers year-round sports and programs for adults in the community. Leagues include Volleyball, Basketball, and Softball and instructional adult sports include Tennis and Pickleball. There is a variety of adult enrichment programs as well. Enrichment programs is the umbrella name that includes programs like Creative, Enrichment, Health and Wellness, Dementia Support and Education, Concerts and Dances.

Senior Programs

The department offers year-round programs for aging adults in the community. Participants ages 50+ are welcome to participate in any of the Adult Programs as well as Senior specific programs and excursions. Day excursions offer seniors a hassle-free way to enjoy trips to theater shows, museums and other tours by providing transportation. Excursions are always changing to ensure there is something for everyone. While the excursions are remote experiences, the senior programming classes take place in the city at a number of facilities.

Special Recreation

The City of La Crosse Parks, Recreation & Forestry Department is proud to offer a variety of leisure, educational and recreational programs for individuals with special needs in our community. Our Special Recreation program offers year-round clubs, monthly events and trips. The Special Recreation programs are for all ages and all abilities.

Special Olympics Wisconsin - La Crosse Area is a non-profit agency that provides individuals with intellectual disabilities the opportunity to participate in sports competition, develop physical fitness, demonstrate courage, and experience joy while participating in the sharing of gifts, skills and friendships with their families, Special Olympics athletes, and the community. In order to be eligible for Special Olympics sports, athletes must be 8 years of age or older with an intellectual disability.



Future Recreation Goals

- Increase pickleball programs and number of participants
- Expand youth enrichment programs throughout the year (outside of sports)
- Add an adult flag football program
- Increase adult sports tournaments

Appendix

[Strategic Plans & Supporting Documents | City of La Crosse, WI](#)





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	26-0643	Caption	Parks, Recreation, Forestry, Building and Grounds Department 5-year Strategic Plan.
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Staff/Department Responsible for Legislation

Parks, Recreation, Forestry, Grounds and Buildings Department

Requestor of Legislation

Kate Kroll

Location, if applicable

N/A

Summary/Purpose

The department's strategic plan is a complete reflection of the importance of parks and recreation in the community of La Crosse and the community-driven needs and desires for recreation facilities, trails, open spaces, and recreation programs. The plan identifies desired needs, but also provides an action plan for projects that include timelines, potential costs, and responsibilities. This plan outlines goals and objectives the department is aspiring to achieve.

Background

The strategic plan is a working document meant to guide the department as well as be transparent with the public on the current and future plans of the areas the department oversees.

Fiscal Impact

N/A

Staff Recommendation

Approval



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0649

Agenda Date: 7/2/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution authorizing the acquisition of a storm sewer and highway maintenance easement from Badger Corrugating Company.

RESOLUTION

WHEREAS, the City vacated part of 13th Street between Travis Street and Hyde Avenue per Resolutions 2025-12-018 and 2026-04-017; and

WHEREAS, said vacation necessitates the acquisition of an easement to properly maintain and construct City infrastructure (storm sewer and road) adjacent to the vacated 13th Street.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council, City of La Crosse that it hereby authorizes the acquisition of a storm sewer and highway maintenance easement from Badger Corrugating Company.

BE IT FURTHER RESOLVED that City staff are authorized to take all steps necessary to effectuate this resolution.



CITY OF LA CROSSE

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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID	26-0649	Caption	Resolution authorizing the acquisition of a storm sewer and highway maintenance easement from Badger Corrugating Company.
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Staff/Department Responsible for Legislation

City Surveyor/Engineering

Requestor of Legislation

Engineering & Public Works

Location, if applicable

West side of 13th Street between Travis Street and Hyde Avenue

Summary/Purpose

The purpose of this legislation is to authorize the City Surveyor to acquire a storm sewer and highway maintenance easement from Badger Corrugating Company and to record the same with the La Crosse County Register of Deeds.

Background

The City vacated a 9' wide strip along the west side of 13th Street between Travis Street and Hyde Avenue per Resolutions 2025-12-018 and 2026-04-017. The vacation was requested by Badger Corrugating Company to provide employee parking along the west side of 13th Street that historically was allowed by permit. The vacation also facilitated part of a redevelopment project that has taken place on Badger's campus in recent months. However, while the vacation accommodated certain interests of the redevelopment project, an easement is necessary to secure the City's interest to be able to properly maintain and construct infrastructure (storm sewer and road) immediately adjacent to the vacated area.

Fiscal Impact

None. Easement will be obtained without expense.

Staff Recommendation

Approval.

LEGAL DESCRIPTION

STORM SEWER / HIGHWAY EASEMENT

A parcel located in the SW ¼ of the NE ¼ of Section 8, Township 15 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin being more particularly described as follows:

A parcel described as the East 2 feet and the South 12 feet of the North 131 feet of the 9 feet wide former 13th Street right of way vacated in Document #1844813 and Document #1847673 of County records.

See attached Exhibit "A".

Drafted by: jmc 4/2/2026

Checked by: kjc 5/7/2026

S:_PROJECTS\2025 MISC\2025-022 13th St Partial Vacation\13th Street Highway - Storm Sewer Easement.docx

EASEMENT DEED FOR STORM SEWER &
HIGHWAY MAINTENANCE

For and in consideration of One and no/100
Dollars (\$1.00), the receipt whereof is hereby
acknowledged, XXXXXXXX of the City of La Crosse,
La Crosse County, State of Wisconsin, do hereby grant
to the **City of La Crosse**, La Crosse County,
Wisconsin, a municipal corporation, its successors and
assigns, a permanent easement to install, lay, maintain,
operate, repair and remove public infrastructure and
appurtenant facilities within a strip through, over and
under the following described real estate, to-wit:

SEE LEGAL DESCRIPTION AND EXHIBIT "A"

ATTACHED HERETO AND MADE PART HEREOF.

This easement is granted on the following conditions:

1. Standard concrete or asphalt pavement, such as for driveways, parking lots, etc. may be placed in the easement. The City will be responsible for removal and replacement, if required for utility and street maintenance or replacement.
2. Above grade structures, such as buildings, towers, power poles, billboards, etc. are not permitted in the easement without approval of the Board of Public Works.
3. Readily removable/replaceable signs (single post signs) are permitted.
4. Tree and shrub planting are not permitted within the easement without approval of the Board of Public Works. Flower and/or vegetable gardens are permitted, but the City is not responsible for any repairs, damages, losses or replacements to the garden if it is disturbed for utility and street maintenance, replacement or removal.

This space is reserved for recording data.

Return to:

CITY OF LA CROSSE
ENGINEERING DEPARTMENT
400 LA CROSSE STREET
LA CROSSE, WI 54601

Parcel # 17-50266-10

5. The City may, at the City's option, cut brush and trees and/or mow grass and weeds in easements.
6. If the City disturbs grassed areas for utility or street maintenance, replacement or removal, the City will restore with seed and/or sod at the City's option. The City will provide erosion control measures.
7. The ground surface grade in the easement may not be changed more than one foot without prior approval of the Board of Public Works.
8. Concrete rubble, asphalt rubble, stone or rock exceeding 6" in the largest dimension (except as needed for rip-rap), demolition debris or other rubble shall not be placed within the easement.
9. Water service lines (building laterals, etc.) that are within the easement must have an isolation valve within the easement. Service isolation valves may be no nearer than six feet from the edge of the easement. The service isolation valve will be either an approved water main valve and valve box, or a service curb stop on lines 2" in diameter or less.
10. Valve boxes, manholes (personnel access ports), curb stop boxes, sewer cleanouts, pull boxes, hydrants, etc. must be accessible and maintained at surface grade.

Other persons having an interest in the property: _____

_____.

WITNESS the hands and seals of the grantor and the persons joining in and consenting to this conveyance this _____ day of _____, 20__.

IN THE PRESENCE OF:

By: _____

By: _____

STATE OF WISCONSIN)
)
COUNTY OF LA CROSSE)

Personally came before me this _____ day of _____, 20__, the above-named _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public
La Crosse County, Wisconsin
My commission _____

This instrument was drafted by:

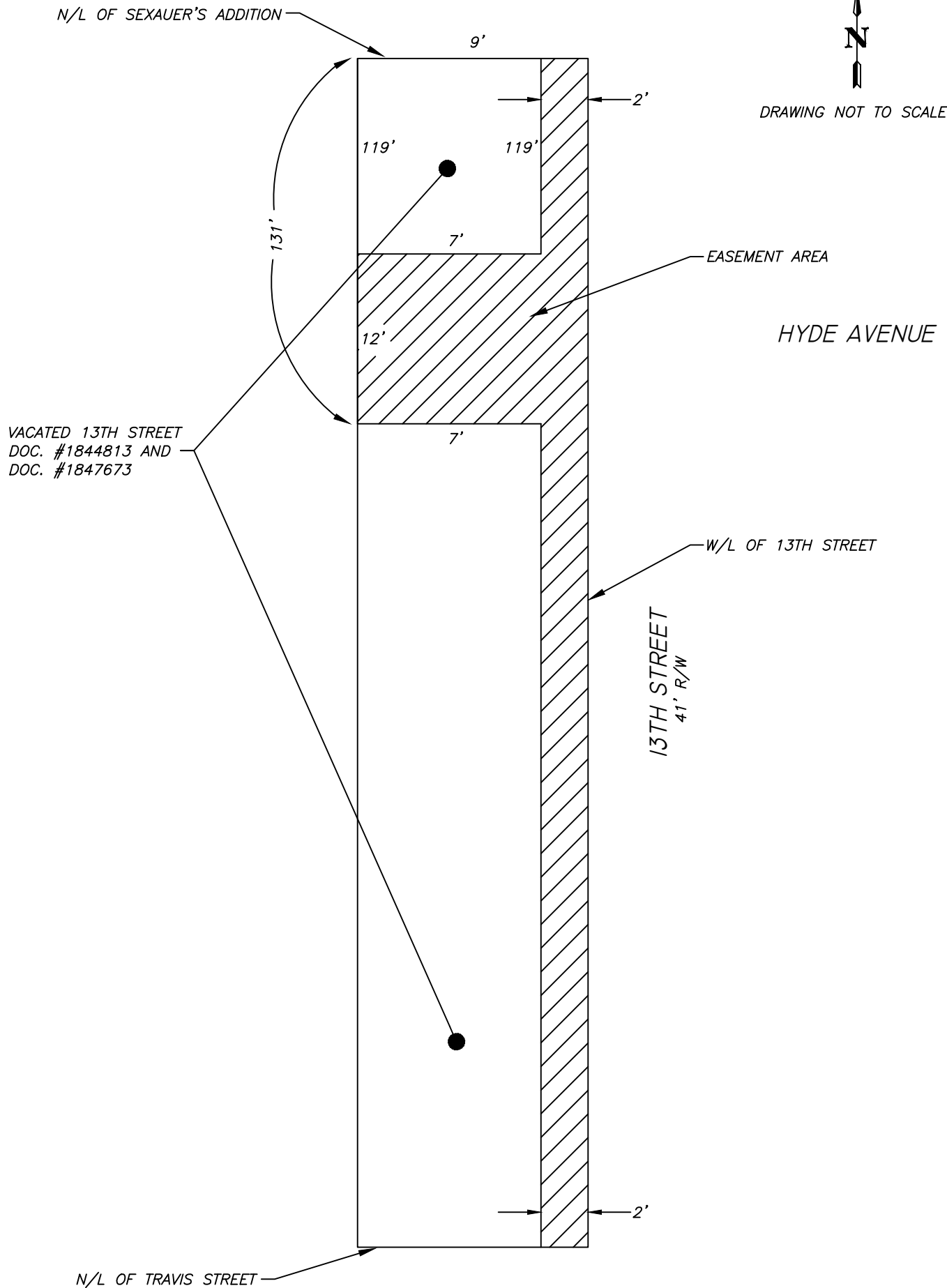
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

EXHIBIT "A"

STORM SEWER / HIGHWAY EASEMENT



DRAWING NOT TO SCALE





City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0665

Agenda Date: 7/2/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution authorizing the purchase of CAD/AVL System – Automatic Passenger Counter (APC).

RESOLUTION

WHEREAS the Transit Utility is in need of purchasing and installing the Automatic Passenger Counter (APC) component of the CAD/AVL System to complete the original install in each of the buses in the existing fleet; and

WHEREAS the Municipal Transit Utility was originally granted, Per City of La Crosse Resolution 24-1318 as adopted on October 10th, 2024, the ability to use \$323,122.00 in 5307 MTU Recovered Funds for the purchase of a replacement CAD AVL System; with a remaining balance of \$64,330.80 to be used to complete the project with an Automatic Passenger Counter (APC); and

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes the Director of Finance and the Municipal Transit Utility to purchase said APC component of the recently installed CAD/AVL system.

BE IT FURTHER RESOLVED that the Director of Transit is hereby authorized to enter into a contract with the GMV company in connection with said APC component of the CAD AVL System.

BE IT FURTHER RESOLVED that the cost and installation of the APC component of the CAD AVL System from the quote received is \$71,000.00 and a \$4,000.00 contingency for a total of \$75,000.00.

BE IT FURTHER RESOLVED that the sum of \$75,000.00 is hereby appropriated as follows:

\$60,000.00 - 5307 MTU Recovered FTA Funds (WI-2023-043 Super Grant)
\$15,000.00 - Local Match from Capital Equipment Funds Account

BE IT FURTHER RESOLVED that the Director of Transit and Director of Finance and Purchase, or his/her representative, are 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

LEGISLATION STAFF REPORT FOR COUNCIL

File ID	26-0665	Caption	Resolution authorizing the purchase of CAD/AVL System - Automatic Passenger Counter (APC).
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Staff/Department Responsible for Legislation

Transit Department

Requestor of Legislation

Adam Lorentz

Location, if applicable

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Summary/Purpose

To complete the final phase of the CAD/AVL system. The Automatic Passenger Counter (APC) will allow staff to analyze each individual stop. The APC will give rider information for boarding and departing the bus. This information will play a vital role in system analysis and future route changes.

Background

The original project was approved in October 2024, and application and tracker went live in 2025. With the main system up and running successfully, the transit department is requesting to complete this final option to better serve our community.

Fiscal Impact

\$60,000 in federal grant money and \$15,000 in the Capital Equipment fund.

Staff Recommendation

Approve



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0621

Agenda Date: 7/2/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution approving a collective bargaining agreement between the City of La Crosse and the La Crosse Professional Police Non-Supervisory Association, Local #26 for January 1, 2027, to December 31, 2029.

RESOLUTION

WHEREAS, the collective bargaining agreement between the City of La Crosse and the La Crosse Professional Non-Supervisory Association, Local #26, will expire on December 31, 2026; and

WHEREAS, the parties have reached a tentative agreement on a successor agreement for calendar years 2027 through 2029 within the parameters established by the Finance & Personnel Committee; and

NOW, THEREFORE BE IT FURTHER RESOLVED by the Common Council of the City of La Crosse that the tentative agreement between the La Crosse Professional Police Non-Supervisory Association, Local #26, and the City of La Crosse is hereby approved and ratified.

BE IT FURTHER RESOLVED that the Chief of Police, the Director of Human Resources, and the Director of Finance are hereby authorized to take all necessary steps to implement the agreement.



LA CROSSE
POLICE DEPARTMENT
LEAD. PARTNER. PROTECT.

2027-2029
AGREEMENT
BETWEEN THE

CITY OF LA CROSSE

AND THE

LA CROSSE PROFESSIONAL
POLICE NON-SUPERVISORS
ASSOCIATION

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PREAMBLE

This agreement entered into by and between the City of La Crosse, through its City Bargaining Committee, the Finance and Personnel Committee, acting pursuant to a resolution of the City Council of the City of La Crosse, authorizing them to enter into this agreement. The City of La Crosse hereinafter shall be referred to as the "City" and the La Crosse Professional Police Officer's Association hereinafter shall be referred to as the "Association."

WHEREAS, it is the mutual intent of the parties that the La Crosse Police Department be operated under conditions that promote efficiency, safety, cleanliness, proper care of equipment and property, and

WHEREAS, it is the intent and purpose of this Agreement to assure a sound and harmonious working relationship between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreements between the parties concerning rates of pay, wages, hours and other terms and conditions of employment, and

WHEREAS, there shall be no individual arrangement contrary to the terms herein provided, and

WHEREAS, either party hereto shall be entitled to require a specific performance of the provisions of this Agreement, and

WHEREAS, it is understood that the City and the employees covered by this agreement are engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

NOW, THEREFORE, the parties have reached this agreement.

ARTICLE I - RECOGNITION

The City recognizes the Association as the exclusive bargaining agent with respect to wages, hours and conditions of employment for all regular full time sworn police officers excluding sergeants, lieutenants, captains, Assistant Police Chief and the Chief of Police.

ARTICLE II - NON-DISCRIMINATION

The Association and the City agree that there shall be no discrimination by the City or the Association against any employee covered by this agreement because of race, color, religion, national origin, sex, or membership in the Association.

ARTICLE III - GRIEVANCE PROCEDURE

- A. Definition. A grievance is defined as a matter involving the interpretation, applications or enforcement of this contract. It is mutually agreed that grievances shall be resolved as expeditiously as possible.
- B. Time Limits. All grievances shall be initiated within twenty (20) days of the incident or when the employee and/or union had actual knowledge of the incident. It is understood that all time limits of the grievance procedure shall exclude Saturdays, Sundays and Holidays as defined in this agreement. Any grievance not reported or filed within the above-specified time limit shall be invalid. The parties may mutually agree in writing to waive any time limits of the grievance procedure. All written grievances shall be signed by the grievant and the Association President, or a designated representative of the Association, and shall be processed on the grievance forms as agreed to by the parties. If an employee has a grievance, he/she shall follow the procedure outlined below:
- C. Procedure
- Step #1. Within the time limit specified above, the grievance shall be discussed with the Shift Commander or his/her designee. The Shift Commander or his/her designee shall respond to the grievance within ten (10) days. If the grievance is not settled, it may be moved to the next step.
- Step #2. Within ten (10) days of the response of the Shift Commander or his/her designee or when the response was due, the grievance shall be reduced to written form and presented to the Shift Commander or his/her designee. The grievant and the President of the Association or a designated representative of the association shall sign the grievance. The Shift Commander or his/her designee shall respond within ten (10) days of the receipt of the written grievance. If the grievance is not settled, it may be moved to the next step.
- Step #3. Within ten (10) days after receipt of the response of the Shift Commander or his/her designee or when the response was due, the Association President or a designated representative of the Association shall forward the grievance to the Chief of Police. The Chief of Police in conjunction with the Director of Human Resources, shall respond to the grievance in writing within ten (10) days.
- Step #4. FINAL AND BINDING ARBITRATION
- Within ten (10) days after receipt of the Step #3 response, or when the response was due and the grievance remains unsettled, it may be moved to arbitration. The Association President or the designated representative of the Association may make a written request to the Wisconsin Employment Relations Commission for an appointment of a member of the staff to be the arbitrator. A copy of the request shall be delivered to the Chief of Police and the Director of Human Resources.

- D. Arbitration Expenses. The parties shall equally share the expenses of the arbitrator and the court reporter, provided that each party requests a copy of the transcript.
- E. Limitations on the Arbitrator. It is agreed that the decision or award of the arbitrator shall be final and binding upon the parties. The authority of the arbitrator shall be limited to determining questions arising under this agreement. The arbitrator shall have no authority to modify or change any of the terms of this agreement or to change existing wage rates or to establish a new wage rate. Each party shall bear the expense of preparing and presenting its own case, including its own attorney's fees and witness fees. The grievance procedure set forth herein shall be the exclusive remedy for any complaint of an employee or the Association as to any matter involving the interpretation or application of this agreement.
- F. Union Representation. At any step of the grievance procedure, employees shall be represented by a member of the grievance committee and/or a designated representative of the Association.
- G. Exclusive Procedure. All grievances originating in the Police Department shall be handled in the manner outlined above, and no deviation therefrom will be permitted. Specifically, employees are prohibited from presenting such grievances, formally or informally, to officers of the City of La Crosse not included in this procedure.

ARTICLE IV - MEDICAL BENEFIT PLAN

Full-time employees are eligible to participate in the City's Medical Benefit Plan and receive the level of benefits as described in the attached Schedule of Benefits.

A. Employee's Medical Benefit Plan Contributions

Active employee's monthly contributions shall be through payroll deductions. Employee contributions will be deducted from the first two paychecks of the month for the current month's coverage. An option to pay with pre-tax dollars will be provided under the City's IRS Section #125 Plan.

Effective January 1, 2027, the employee's monthly contribution shall be 16% of the 2027 monthly premium equivalent rate. Employees who are fully participating in the Health Risk Assessment as described below shall have a contribution rate of 12.6% of the 2027 monthly premium equivalent rate.

Effective January 1, 2028, the employee's monthly contribution shall be 16% of the 2028 monthly premium equivalent rate. Employees who are fully participating in the Health Risk Assessment as described below shall have a contribution rate of 12.6% of the 2028 monthly premium equivalent rate.

Effective January 1, 2029, the employee's monthly contribution shall be 16% of the 2029 monthly premium equivalent rate. Employees who are fully participating in the Health Risk Assessment as described below shall have a contribution rate of 12.6% of the 2029 monthly premium equivalent rate.

B. Health Risk Assessment

The City may offer an annual health risk assessment (“screening”) on a voluntary basis, one-time per calendar year for active and retired employees and spouses enrolled in the City Medical Benefit Plan. Should the Police department administration opt to offer a different health risk assessment than that coordinated by the Human Resources department, employees are not eligible to participate in both screenings. The employee shall choose which screening they want to voluntarily participate in.

Employees who become covered under the City Medical Benefit Plan after the regular program testing start time shall be granted the related participation incentive prospectively until a subsequent testing is offered by the City provided that such covered employees then complete the participation requirements above.

C. Network

The City retains the right to select the Network(s).

D. Monthly Rate Contributions for Retirees or Surviving Spouse & Dependents

Monthly contributions are required to be received by the City in advance of coverage becoming and/or remaining in effect. Such contributions are due by the tenth (10th) of the preceding month for the next month’s coverage.

E. Medicare Carve-Out –For Disability, Effective January 1, 2008

1. All Current Employees: Any employee that retires in the future due to disability and meets the eligibility requirements to maintain City medical benefit plan coverage and who is eligible for Medicare due to their disability is required to apply for Parts A (Hospital) and B (Medical) of Medicare coverage. If the employee/retiree fails to apply for such coverage within 31 days of meeting the Federal eligibility requirements, then benefits under the City plan will be offset for any benefits which would have been payable under Medicare Parts A and B had such person made a timely enrollment for Medicare.
2. All Retirees and Spouses: Any retiree, spouse of a retiree or surviving spouse (as of 1/1/08) that meet the eligibility requirements to maintain City medical benefit plan coverage and who are eligible for Medicare Parts A and B due to a disability are required to apply for Parts A and B of Medicare Coverage at their first enrollment opportunity. If the retiree, younger spouse of a retiree or surviving spouse fail to apply for Medicare Parts A and B at their first enrollment opportunity following notice of this requirement from the City, the benefits under the City plan will be offset for any benefits which would have been payable under Medicare Parts A and B had such person made a timely enrollment for Medicare as described in this paragraph. (Note that this provision does not apply to younger spouses that elect continued coverage following the retired person’s age off the City plan.).

F. Retiree Medical Benefit Plan Coverage - Normal Service

1. For Incumbents employed prior to July 1, 2013
Covered retirees shall pay the same monthly rate contributions as are in effect for active employees as modified from time to time through collective bargaining. The term "retirement" shall mean that the employee is eligible for and is actually receiving a normal unreduced service retirement annuity or age 53. Years of

service for retiree medical benefit plan eligibility is not negotiable, and is defined in the Medical Benefit Plan Master Plan Document

G. Retiree Medical Benefit Plan - Duty Disability Pension

Covered retirees shall pay the same monthly rate contributions as is in effect for active employees as modified from time to time through collective bargaining.

H. Retiree Medical Benefit Plan Non Duty Disability Pension

Eligible employees who are participants in the City's Medical Benefit Plan who retire and receive a non-duty disability pension shall receive the same contributions as is in effect for active employees. Years of service for retiree medical benefit plan eligibility is not negotiable, and is defined in the Medical Benefit Plan Master Plan Document

I. Retiree Medical Benefit Plan - Long Term Disability Insurance (LTDI)

Effective January 1, 2002, full time eligible employees who are participants in the City's medical benefit plan and who qualify and receive Wisconsin Retirement System (WRS) Long Term Disability Insurance shall receive the same contribution rates as is in effect for active employees. Years of service for retiree medical benefit plan eligibility is not negotiable, and is defined in the Medical Benefit Plan Master Plan Document.

J. City's Right to Select Vendors/Self Insure

The City shall have the right to select the plan vendors and/or to self-insure the plan.

K. Coverage for New Employees

Newly hired full time employees shall be eligible to participate in the City's medical benefit plan referred to herein on the first of the month following one (1) full calendar month of employment.

L. Coverage for Spouse & Dependents of Eligible Employees/Retirees that Die

Effective January 1, 1985, the spouse or eligible dependents of a covered employee/retiree who dies before the employee/retiree becomes eligible for Medicare, shall be eligible to continue to participate in the City's medical benefit plan. The spouse or eligible dependents of such employee/retiree shall pay the same monthly contributions as are in effect for active employees as modified from time to time through collective bargaining until the spouse becomes eligible for Medicare or remarries.

Same Plan - Same Benefits

It is understood by the parties that the spouse and dependents of eligible employees shall receive the same plan design as active employees.

M. Internal Revenue Service Section #125 Plan

Employees may participate in an Internal Revenue Service Section #125 salary reduction reimbursement plan. The City agrees to credit and pay for the "protective with Social Security" pension costs on the salary that is put into the Section #125 Plan. This payment does not include any F.I.C.A. payments to Social Security. All employee medical benefit plan contributions due the plan may be taken as a pre-tax deduction from employee's paychecks when participating in the IRS Section #125 Plan.

N. Health Savings Account ("HSA")

Eligible employees may elect to make voluntary contributions to a Health Savings Account through pre-tax payroll deductions. The employer will facilitate these

contributions through payroll deduction and allow changes to election amounts throughout the calendar year, as permitted by IRS guidelines. Employees must be enrolled in an eligible High-Deductible Health Plan to make Health Savings Account contributions.

O. Medical Benefit Plan Coverage While on Income Continuation Insurance

Full time employees who are participants in the City's medical benefit plan and are receiving the Income Continuation Insurance (ICI) benefit as identified in Article 6 shall receive the same medical benefit plan contribution rates as in effect for active employees. Years of service for medical benefit plan coverage while on income continuation insurance is not negotiable, and is defined in the Medical Benefit Plan Master Plan Document.

P. Dental Insurance

The City agrees to offer a voluntary dental benefit plan to all bargaining unit employees. Participation is voluntary. Union members will be offered the same voluntary dental plan, eligibility criteria, and premiums as the non-represented employees. Premiums shall be paid through payroll deductions.

The City has the right to select the dental insurance vendor, whether or not to self-insure the plan and network(s). Offering a voluntary dental insurance plan is at the discretion of the Employee Benefit Trust Fund and, ultimately with the approval from Common Council.

ARTICLE V - LIFE INSURANCE

A. Benefits: The level of benefits in effect as of January 1, 1992 shall be maintained.

B. Eligibility: Employees become eligible for life insurance on the first day of the first month on or after date of hire.

C. Coverage's Available: Employees may select insurance for themselves and their spouse and dependents as follows:

1. Basic. This plan provides term insurance to each eligible Wisconsin Retirement System participant. The amount of insurance in force for the employee is equal to the amount of earnings reported to the WRS in the previous calendar year rounded up to the next higher thousand.
2. Additional. This plan is available to individuals covered by the Basic Plan. The Additional Plan is only available at one hundred percent (100%) of the employee's previous calendar year earnings reported to the WRS, rounded to the next higher thousand. Additional coverage for retired employees ceases at age 65. For working employees, Additional Plan coverage continues past age 65, until retirement or age 70, whichever comes first.
3. Spouse and Dependent. This plan, available to individuals covered by the Basic Plan, provides term insurance for an employee's lawful spouse and/or dependents.
 - (a) Schedule I. The spouse is insured for \$10,000; dependents are insured for \$5,000 each.

- (b) Schedule II. This allows the employee to increase coverage for his/her spouse to \$20,000, and \$10,000 for each dependent. In the event of the spouses/dependent's death, the employee is the beneficiary. Where both parents have coverage on a dependent, a death benefit will be paid for each coverage.

4. Supplemental

Supplemental life insurance is available to individuals covered by the Basic Plan. The amount of supplemental insurance is only available at one hundred percent (100%) of the employee's previous calendar year earnings reported to the WRS, rounded to the next higher thousand. Supplemental coverage for retired employees ceases at age 65. For working employees, Supplemental coverage continues past 65, until retirement or age 70, whichever comes first.

- D. Cost of Insurance. All employees who are eligible and elect to participate in the Basic group life insurance program shall pay one (1) cent per thousand per month for each thousand dollars worth of coverage for which they are eligible by reason of eligible earnings. The City shall contribute the balance.

Employees who elect Additional, Supplemental and/or Spouse and Dependent coverages shall pay the complete premium for such insurance.

- E. Coverage for Eligible Retirees at Age 66. Basic life insurance coverage for eligible retirees who retire after the effective dates (established in accordance with State Statute #40.03 (6)(b) and applicable State of Wisconsin Employee Trust Fund rules and regulations) shall remain at fifty percent (50%) at age 66.
- F. Administration. The life insurance benefits described above shall be administered in accordance with State Statute 40.03(6)(b) and applicable State of Wisconsin, Employee Trust Fund rules and regulations as amended from time to time.
- G. Change of Carrier. The City may select the carrier for the life insurance program and change carriers from time to time, provided that the level of benefits are equal to or greater than the level of benefits in effect on January 1, 1992

ARTICLE VI - INCOME CONTINUATION INSURANCE

- A. Benefits. The City will continue the present income continuation insurance program as provided by the State of Wisconsin, Employee Trust Fund.
- B. Cost of Insurance. The City's premium contribution shall be limited to the Employer's share of the cost as authorized by Wisconsin State Statute 40.61.
- C. Change of Carrier/Self Insurance. The City reserves the right to select the carrier and/or to self insure the present level of benefits.

ARTICLE VII - SICK LEAVE

- A. All employees shall accumulate one (1) day of sick leave which shall be credited to them for each month of employment commencing with the first month of employment. The sick leave credits shall be cumulative to a maximum of 120 days. A month of employment shall mean a month in which the employee receives pay from the City for 40 hours in the previous month. For purposes of this article a “day” for sick leave accrual shall mean eight (8) hours.
- B. The accumulated sick leave may be used for any bona fide illness or injury excepting those compensated for under the Wisconsin Worker's Compensation Act. Except as to injuries or illnesses incurred by employees engaged in any outside employment or business while so engaged in such outside employment or business.
- C. Probationary employees shall be authorized sick leave after six (6) months of service, such allowances to be limited to the six (6) days (48 hours) earned in accordance with the provisions of this section. For each additional month of service, one (1) additional day of sick leave shall be allowed probationary employees
- D. All sickness or injuries of over three (3) consecutive days duration must be verified by a physician's certificate (i.e., three twelve hour shifts is 36 hours, three 8.4 hour shifts is 25.2 hours). The City reserves the right of reasonable independent medical examination at City's expense. Such medical examination shall be at the request of the Department Head.

If the employee did not meet “adequate” attendance standards the previous year they would be required to provide a physician’s certificate for all sickness or injuries of more than two (2) consecutive days duration.

- E. Sick leave pay shall be based on the rate of pay of an employee's classification.
- F. Sick leave may accumulate to a maximum of one hundred and thirty-two (132) days. Any unused sick days over the 120 day cap, to a maximum of one hundred and thirty-two (132) days, will be paid out to the employee on the first pay period of January at a rate of fifty (50%) percent of the unused sick accumulation. When the employee reaches the one hundred and twenty (120) day cap and receives fifty percent (50%) pay for up to the one hundred and thirty-two (132) day maximum, the employee will revert back to the cap of one hundred and twenty (120) days as of the first of January. As a result, if an employee maintains the cap of one hundred and twenty (120) days and goes the entire year without using any sick days the same employee will receive six (6) days payout the first pay period of January. The parties agree to evaluate the results of this program at the end of each calendar year. Upon retirement, any eligible sick leave payout over cap shall be paid to the employee (not to the Retirement Health Savings Plan).

In reference to paragraph F above, 132 days shall mean 1056 hours; 120 day cap shall mean 960 hours; six days shall mean 48 hours.

- G. Personal Business: Employees may use up to four (4) days (at the conversion rate below) of accumulated sick leave credits for personal business provided, however, that employees shall notify their supervisor at least twenty-four (24) hours prior to the time off requested. Use of personal business shall be deducted from sick leave accumulation.

Employees who have not accumulated sick leave shall not be entitled to such time off.

Requests for personal business days is subject to “adequate” attendance standards in the previous year. An employee who does not have “adequate” attendance rating (as defined in the attendance policy) from the previous year would not be allowed to use personal business days in the succeeding year, and any such requests would be denied.

Conversion of Personal Business Time: Four (4) days x 8.4-hour shift= 33.6 hours

Conversion of Personal Business Time: Four (4) days x 10-hour shift = 40 hours

Conversion of Personal Business Time: Four (4) days x 10.5-hour shift = 42 hours

Conversion of Personal Business Time: Four (4) days x 12-hour shift = 48 hours

For non-probationary employees, the conversion rate will be based on whichever schedule the employee is assigned to as of January 1 of each calendar year.

For probationary employees, the conversion rate will be based on whichever schedule the employee is assigned at the completion of their field training and receive a permanent shift assignment.

- H. Family Care Days: employees may use up to three (3) days of accumulated sick leave credits to care for the employee’s parent, legal spouse, or child (biological, adopted, foster, or stepchild) due to illness, injury, medical/dental appointment or in the event of an unexpected closure of school (i.e. snow day, etc.) or daycare facility. Parents in the preceding sentence shall be interpreted as parents/stepparents or the employee and/or their legal spouse. Use of sick leave for family care shall be deducted from sick leave accumulation. Employees who have not accumulated sick leave will not be entitled to such time off. For purposes of this article, a “day” shall mean the equivalent number of hours as the employee’s assigned shift assignment.
- I. Catastrophic Leave: Upon accruing the maximum sick leave accrual, an employee shall continue to accrue sick leave for a “catastrophic leave bank” to be used for the FMLA qualifying serious health condition of the employee, employee’s spouse or dependent for which a physician has certified that the duration of the medical condition is expected to be more than 30 continuous calendar days. Catastrophic leave is only available after all accrued sick leave and vacation days have been exhausted, and the employee must have met the “adequate attendance standards in the previous twelve (12) months. A request for use of catastrophic leave must be approved by the Director of Human Resources. Sick leave for the employee’s catastrophic leave bank shall be accrued at the same rate as defined above, and shall only accrue when the employee’s sick leave accrual is at maximum accrual. The catastrophic leave bank will be capped at 480 hours, and is not eligible for payout at retirement.
- J. Retirement payout: At the retirement of an employee who was hired prior to July 1, 2013, the City will make a lump sum payment into the retiring employee’s Retirement Health Savings Plan equal to fifty two percent (52%) of the shift day amount of accrued but unused sick leave on record at the time of retirement.

At the retirement of an employee who was hired on or after July 1, 2013, the City will make a lump sum payment into the retiring employee’s Retirement Health Savings Plan equal to one hundred percent (100%) of the shift day amount of accrued but unused sick leave on record at the time of retirement.

Retirement, for the purpose of this section, shall mean that an employee is eligible for and has filed to receive an immediate retirement annuity with the Wisconsin Retirement System. In addition, to receive sick leave payout employees hired prior to July 1, 2013 must have met the years of service requirement as defined in the Medical Benefit Plan Master Plan Document.

Employees hired prior to July 1, 2013, may, after meeting the years of service requirement, retire prior to age 53 and receive the sick leave payout however retiring prior to age 53 would disqualify the employee from receiving retiree medical benefit plan. Employees hired on or after July 1, 2013 must be at least 50 and have 20 years of full-time continuous service with the City. The sick leave payout for retirement would be 52%.

Effective January 1, 2016: If an employee hired prior to July 1, 2013 “retires” (as defined above), at age 53 or over, or by special early retirement program, and waives their eligibility for retiree medical benefit plan upon/before retirement, and a minimum of 3 years prior to eligibility for Medicare, the sick leave payout to the Employees Retirement Health Savings Plan would be at 100%. Once waived the retiree is not eligible for future enrollment in the City’s medical benefit plan.

Death Benefit: In the event of the death of a current employee, the City will make a lump sum payment to the deceased employee’s estate equal to forty-five percent (45%) of the shift day amount of accrued but unused sick leave on record at the time of death. In the event of the line of duty death of a current employee, the City will make a lump sum payment to the deceased employee’s estate equal to one hundred percent (100%) of the shift day amount of accrued but unused sick leave on the record at the time of death.

ARTICLE VIII - FUNERAL LEAVE

Benefit. In the event of a death in the employee's “Priority Family”, “Immediate Family” or “Other Relative”, the employee shall be allowed scheduled time off without loss of pay or sick leave credits. No paid funeral leave will be allowed if the employee is on vacation, sick leave for illness, lay-offs, or any other paid or unpaid leave of absence. The conversion of Funeral leave shall be day for a day in accordance with Article VIII of the LPPNSA agreement. Officers working 12 hour day will be treated the same as those working an 8 or 10 hour day.

- A. **Priority Family:** Priority family shall be defined as the “employee’s” parent, legal spouse, or child (biological, adopted, foster or step-child). Parents in the preceding sentence shall be interpreted as parents/step-parents of the employee and/or their legal spouse. Bereavement leave for a priority family member shall be six (6) days, however shall not exceed 48 hours. Funeral leave for a priority family member shall be used from the date of death through two (2) weeks from date of death. An exception to the 2 week timeframe may be made through approval of the Chief of Police and the Director of Human Resources.
- B. **Immediate Family:** Immediate family shall be defined as the employee's, or the employee’s legal spouse’s grandparent, grandchild, brother, step-brother, sister, step-sister, son-in-law, or daughter-in-law. Bereavement leave for immediate family shall be used from the date of death up to and including the day after the funeral, but not to exceed three (3) work days (as scheduled), calculated at the employee’s regular rate of pay including compensation for shift assignment.

- C. Other Relatives: Other relatives shall be defined as the employee's niece, nephew, brother-in-law, or sister-in-law and aunt or uncle of the employee. Employees shall be allowed one (1) day off without loss of pay or sick leave credits on the day of the funeral.
- D. Pallbearer: Employees who serve as a pallbearer for any person shall be allowed one (1) day off without loss of pay or sick leave on the day of the funeral.

ARTICLE IX - WAGE AND SALARY SCHEDULE

- A. Wage Adjustments. The salaries of employees are contained on the attached wage schedules and made part of this agreement as follows:

Schedule "A" represents a four percent (4%) wage increase effective January 1, 2027.

Schedule "B" represents a one percent (1%) wage increase effective April 7, 2028.

Schedule "C" represents a three percent (3%) wage increase effective October 8, 2028.

Schedule "D" represent a three percent (3%) wage increase effective January 14, 2029.

Effective June 1, 2008 direct deposit of paychecks shall be a mandatory condition of employment.

- B. Computation of Longevity for Patrol Officer. Longevity shall be included in Salary Schedules A, B, and C computed as follows:

1. At Step E, the hourly rate shall be three percent (3%) higher than Step D. Step E is effective following seven (7) years of service.
2. At Step F, the hourly rate shall be six percent (6%) higher than Step D. Step F is effective following ten (10) years of service.
3. At Step G, the hourly rate shall be nine percent (9%) higher than Step D. Step G is effective following fifteen (15) years of service.
4. At Step H, the hourly rate shall be twelve percent (12%) higher than Step D. Step H is effective following twenty (20) years of service.
5. At Step I, the hourly rate shall be fifteen percent (15%) higher than Step D. Step I is effective following twenty-five (25) years of service.

Computation of Longevity for Police Investigators. Longevity shall be included in Salary Schedules A, B and C computed as follows:

1. At Step B, the hourly rate shall be three percent (3%) higher than Step A. Step B is effective following seven (7) years of service.
2. At Step C, the hourly rate shall be six percent (6%) higher than Step A. Step C is

effective following ten (10) years of service.

3. At Step D, the hourly rate shall be nine percent (9%) higher than Step A. Step D is effective following fifteen (15) years of service.
4. At Step E, the hourly rate shall be twelve percent (12%) higher than Step A. Step E is effective following twenty (20) years of service.
5. At Step F, the hourly rate shall be fifteen percent (15%) higher than Step A. Step F is effective following twenty-five (25) years of service.

- C. Special Payments: The City agrees to compensate employees an additional ten dollars (\$10.00) per month for Range/Firearms or Defensive Tactics (formerly DAAT) Instructors. An employee who serves as both a Range/Firearms Instructor and a Defensive Tactics Instructor shall only be compensated a total of ten dollars (\$10) per month.

Members assigned to the Emergency Response Team shall be compensated twenty-five dollars (\$25.00) per month.

An employee so certified shall be limited to two (2) certification payments per month.

- D. Field Training Officer Assignments: Employees assigned to the restructured FTO program shall be paid one (1) hour of overtime for serving as a Field Training Officer (FTO) for each full shift that they actually perform FTO duties. If an employee serves as an FTO for less than a full shift, such payment is pro-rated, i.e. he/she shall receive one half (1/2) hour of overtime when serving for four (4) hours, etc. If an FTO's shift is extended beyond the normal work schedule no additional compensation shall be due under this provision for the first sixty (60) minutes of overtime. If an employee serves as an FTO for 12 hours, he/she shall receive 1.5 hours of overtime.

- E. Transfer Review Board For Special Payments/FTO Assignments

Purpose & Policy.

This procedure establishes guidelines for convening the review board for instances when an officer requests his/her removal reviewed. This board will hear cases when an officer has been removed from paid assignments such as FTO, ERT, Range/Firearm Instructor, etc.

Procedure

Establishment of Review Board

1. All parties agree that the Chief of Police has the authority to remove an officer from active status (no longer paid premium).
2. If the "removed" officer feels that he/she was removed without just cause, the officer shall submit a memo within ten (10) calendar days of the date of removal to the Chief requesting that the Transfer Review Board review the removal. The Transfer Review Board will consist of:
 - a. 2 members from the administration (Sgt – Capt) selected by the union.

- b. 2 members from the non-supervisory union selected by the Assistant Chief.
 - c. The Assistant Chief
- 3. Members of the Transfer Review Board are voluntary and can excuse themselves from accepting the appointment. The Transfer Review Board will be re-selected each time a Transfer Review Board is requested to convene.
- 4. Members of the Transfer Review Board will not include officers in any probationary status.
- 5. If the aggrieved officer requests a review of his/her removal, the officer will continue at paid status until the review is completed by the Transfer Review Board.
- 6. Decisions of the Transfer Review Board are final and binding.

Board Duties

- 1. The Transfer Review Board will convene within 30 days from the date of review request.
- 2. The officer or his/her representative will submit a letter/documentation to the Transfer Review Board indicating their position against the removal. The officer/representative shall speak at the Transfer Review Board meeting.
- 3. The program manager will also submit a letter/documentation supporting the recommendation for removal. The program manager/representative shall also speak at the meeting.
- 4. The Transfer Review Board may ask questions of any person speaking at the meeting.
- 5. Following review of the submitted letters/documentation and testimony, the Transfer Review Board will vote by secret ballot supporting or opposing the removal. If the vote supports removal, the officer will become "inactive." If the vote opposes removal, the officer will continue as "active" status. The vote shall be taken immediately following the review of submitted letters/documentation and testimony. The Assistant Chief will abstain from voting unless there is a tie among the others.

E. Pay Step Advancement.

All employees are entitled to pay step advances on the anniversary of their appointment to the department as a sworn officer, after one (1) year, eighteen (18) months, three (3) years, seven (7) years, ten (10) years, fifteen (15) years, twenty (20) years and twenty-five (25) years of service.

- G. Out of Rank Assignments. Except in case of emergency, a police officer who is assigned to a position of higher authority and required to supervise the station for a tour of duty when no command person is assigned to duty in the station shall be compensated in addition to base pay at ten (10) cents per hour for time spent in the supervisory capacity.

ARTICLE X – EDUCATION INCENTIVE

The parties have agreed that the attainment of a Bachelor's Degree can be an important part of the professional development of police officers. Employees shall be eligible for tuition reimbursement for college level courses related to their occupation as approved by the Chief of Police and Human Resources and in accordance with the Tuition Reimbursement Policy. The maximum citywide pool of money for this purpose is \$15,000 each year, with an individual maximum in accordance with the Tuition Reimbursement Policy.

Incumbents hired or promoted prior to January 1, 2011:

Educational incentive payments shall be fifty dollars (\$50.00) per month for those employees with a Bachelor's Degree and twenty-five dollars (\$25.00) per month for those officers with an Associates Degree.

Employees hired or promoted into Covered Protective Positions after January 1, 2011:

An educational incentive payment of fifty dollars (\$50.00) per month shall be paid for those officers who possess/attain a Bachelor's Degree.

ARTICLE XI - WORKER'S COMPENSATION

- A. **Policy Statement.** It is expected that employees shall exercise sound safety practices in the performance of their duties. Employees who contract a disease or are injured in the performance of their duties while protecting the interests of the general public, may receive supplemental salary as outline below.

- A. **Administration.** The Director of Human Resources, in consultation with the City's third-party administrator for worker's compensation, shall determine whether or not such injury and/or illness is within the scope of the preceding paragraph and thus entitles the employee to full salary pay during the recuperation period. All such determinations including the medical necessity for paid time off during a healing period must be documented by a complete medical diagnosis of the employee's treating physician. In the event any employee of the Police Department's claim for worker's compensation is denied, the worker has the right under Wisconsin statutes for workers' compensation benefits to appeal the denial through the Wisconsin Department of Workforce Development.

The City as a self-insurer for Worker's Compensation is bound by and agrees to follow the provisions of Ch. 102 Wisconsin Statutes in the administration of Worker's Compensation benefits.

- C. **Change of Carrier or Self Insurer.** The City reserves the right to determine if it wishes to continue to self insure for Worker's Compensation. The City may select the insurance carrier for Worker's Compensation and change carriers from time to time, provided that the level of benefits are equal to or greater than the level of benefits previously in effect.

ARTICLE XII - PENSIONS-WISCONSIN RETIREMENT SYSTEM

Employees will contribute one-half of the total actuarially required contribution for general municipal employees to the Wisconsin Retirement System.

ARTICLE XIII - CLOTHING ALLOWANCE

- A. Benefit: The clothing allowance shall be paid based on the amounts listed below for the contract period. The first installment to be paid on the first payday in February of each year and the second such installment shall be paid on the first payday in August of each year. Only current, active employees during the above pay periods will receive the installment. Current, active employees will be paid eight hundred dollars (\$800) per year payable in two (2) equal installments of four hundred dollars (\$400).

External vest carriers shall be replaced at the department's expense on an as-needed basis when deemed no longer in compliance with the department's uniform policy.

Any new uniform article not previously required will be paid for by the City. No officer shall be required to spend more than the amount they receive each year in uniform allowance for uniform purchases under this article. In the event uniform purchases exceed the amount of uniform allowance the officer receives during the calendar year, the City shall pay the entire cost of the amount exceeding the current years uniform allowance.

New Employees: The City shall provide to the new employee, as soon as practicable, one Class A uniform, to include one (1) Class A long sleeve shirt, one (1) short sleeve shirt, one (1) Class A pair of pants, one (1) hat, one (1) tie and duty firearm. Uniform items shall include hemming, and patch/embroidery.

- B. Damage to Eyeglasses and Personal Items. Eyeglasses, damaged or lost, involving a job-related incident, shall be repaired or replaced by the City for an amount not to exceed two hundred and fifty dollars (\$250.00). Personal items damaged or lost, involving a job-related incident, shall be repaired or replaced by the City for an amount not to exceed \$100.00, provided proof of loss is furnished and there is a police report substantiating the incident. If at any time the City receives restitution through the courts or other sources which exceeds the above stated amounts, the officer shall additionally receive the difference between the applicable above stated amount and the amount actually received by the City.
- C. Reimbursements. All requests for reimbursement under this article, including purchase of new equipment and damage to eyeglasses or personal property, shall be submitted for approval to the Chief of Police, and such approval shall not be unreasonably denied.

ARTICLE XIV - OVERTIME

- A. Definition. Employees will be compensated for time worked in excess of eight (8) hours per day or in excess of the regular work week at the rate of time and one-half the scheduled rate

of pay for such employees. Overtime compensation at time and one-half (taken as pay or comp time) shall be earned when a police officer works in excess of his/her regularly scheduled shift (12, 10 or 8.4) hours in any one shift.

If an officer works and is paid for more than one hundred seventy-one (171) hours in any twenty-eight (28) day work period, they shall receive overtime compensation at time and one-half pay, with the exception of the hours worked under section 9-a (104 “unscheduled hours”).

Any Overtime hours for call back, court, extra-duty, grant, security or off duty phone calls will follow the provisions of the current collective bargaining agreement.

- B. Travel Time. Travel time to attend schools when officers volunteer to attend such schools shall be compensated at the regular straight time rate.
- C. Oktoberfest. All hours of work performed between the hours from 5:00 AM Friday to 6:00 AM Sunday of the Oktoberfest weekend shall be paid at double time. This provision does not apply to training (including associated travel) and court time.
- D. Regular Compensatory Time Bank.
 - 1. Employees shall be allowed to elect compensatory time in lieu of paid overtime. Employees may accumulate and bank up to one hundred twenty (120) hours of compensatory time at any one time during each year.
 - 2. Paid compensatory time off may be taken with the approval of the commanding officer. Unused compensatory time in excess of eighty (80) hours must be used or it will be paid in cash as of the last pay period of each calendar year. Only eighty (80) hours of compensatory time may be carried over from one calendar year to the next. One calendar year is defined as the first pay period through the last pay period of each year as defined by the City. Compensatory time that is paid in cash at the end of a year shall be paid off at the last rate in existence for that year.
 - 3. There shall be no exceptions to the limitations imposed herein.
 - 4. At the employee's option, the payoff of all compensatory time on the first pay period in December of each year may occur subject to the following: It is agreed that 2/3 of the remaining monies available in the police department's annual overtime budget may be used to pay out compensatory time balances of employees that so request. Requests from employees will be honored in the order of total bargaining unit seniority.
- E. Training. When members are engaged in training, overtime shall be paid as follows:
 - 1. Employee will be compensated at time and one-half for all hours worked over 171 in a 28-day work period as outlined in the Fair Labor Standards Act, Section 207(k) under the law enforcement exemption.
 - 2. Having met the FLSA requirements of overtime, a contractual agreement is made that employees will be compensated for time worked in excess of eight (8) hours per day or in excess of the 171 hours in a 28-day work period at the rate of time and one-half the scheduled rate of pay for such employees. Compensable training outside normally scheduled work hours under the contractual agreement will be

paid at time and one-half. All travel time associated with training will be paid at straight time unless its mandatory training.

An exception to the above will be when training takes place in lieu of regular workdays. In this circumstance, time will be at the employee's regular rate of pay including any shift differential. Regarding annual in-service training for recertification (defined as annual training required by the State of Wisconsin for members to remain certified as Police Officers, consisting of up to 24 hours annually), the department may modify the starting/ending times of the individuals attending in-service training to prevent overtime, but only if those officers were already scheduled to work the same day. Attending annual in-service training on a day off will still be considered overtime and compensated at time-and-one-half. Mandatory training shall be defined as training that is required by the department, by training and standards, or any training required to obtain or maintain certain department approved certifications or level of competencies established as necessary by the department. The Officer shall be paid travel time at the rate of time and one half.

ARTICLE XV - CALL BACK AND MINIMUM COURT PAY

- A. Recall to Duty. Employees recalled to duty after having left the premises, or scheduled to return to duty while off duty, shall receive a minimum of three (3) hours' pay at time and one-half. This includes required court appearances while off duty. If the employee is assigned two (2) court appearances at the same time, only one overtime slip can be submitted.

Example: if one court case is cancelled and one case goes to hearing, the employee would receive three (3) hours pay at time and one-half for the hearing and could not submit for an hour of straight time for the cancellation.

- B. Off Duty Notices.

1. In addition to all other entitlements in this agreement, employees required to testify in a court proceeding while off-duty with less than forty-eight (48) hours' notice shall be paid a minimum of three (3) hours' pay at time and one-half regardless of if it is cancelled or conducted.
2. If the employee is notified (via in-person, phone call, text or voice message) between twenty-four (24) hours and ninety (90) minutes from the subpoena time for a previously scheduled court appearance, the employee shall receive one (1) hour of pay at the employee's regular straight time hourly rate.

- C. Off Duty Phone Calls. In addition to all other entitlements in this agreement, employees who are ordered to call the prosecuting attorney by telephone on their off duty time, and have the written authorization to do so, signed by their commanding officer, shall receive one hour of pay at the employee's regular straight time hourly rate.

- D. Court Appearances Outside of La Crosse. An employee subpoenaed to testify in a court outside of the City limits of La Crosse because of a court case arising out of the scope of his/her employment on regularly assigned workday, shall work the day shift on the day of the hearing.

Employees working other than the day shift shall be considered on day shift for purposes of honoring the subpoena (i.e. 7:00 AM to 3:00 PM) and shall receive overtime pursuant to the prescribed article in the contract for anything over eight (8) hours, which shall not include time for sleeping, but shall include all time pertinent to the subpoena and travel time. Provided, however, that the employee has at least eight (8) hours off prior to the commencement of travel to the hearing. This provision shall not apply to regularly scheduled off days and the overtime section shall prevail in this instance, and shall include all time pertinent to the subpoena and travel time paid at time and one-half (1 1/2).

Officers who are required to travel outside of the City shall be provided with a City vehicle when possible.

All subpoena fees shall be turned over to the Employer, except for meal allowance and motel, if applicable, provided that if an employee is required to use his/her own vehicle, he/she shall also be entitled to keep the mileage allowance.

Prior to the employee's appearance in court, the employee shall provide a copy of the subpoena to the Chief of Police for his review.

ARTICLE XVI - HOLIDAYS

Definition. Holiday pay as provided herein shall be allowed for the following holidays: New Year's Day, Martin Luther King Day, Spring Holiday (Friday before Easter), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve.

Employees scheduled to work on any of the recognized holidays shall receive time and one-half pay for all hours worked on the holiday in addition to the 88 hours of Holiday Compensation Time. It is understood that time worked on the holiday refers to all hours which began on the recognized holiday, including that which continued without a break into the day after the recognized holiday.

Conversion of Holidays will be hour for hour based on an 8 hour work day. Currently, eleven (11) holidays are recognized. Each officer will be credited a Holiday Compensation Time Bank pro-rated for the number of recognized holidays scheduled in the calendar work year. Eleven (11) days = 88 hours

- A. In order to be eligible for holiday pay the employee must have worked the last regularly scheduled, full work day immediately preceding the holiday, and must further work the first regularly scheduled, full work day following the holiday. Vacation, personal business, sick leave, compensatory time and banked holidays shall count as hours worked for purposes of this paragraph.
- B. Holiday Compensation Time Bank. All holiday pay as provided above can be credited as compensatory time off in lieu of cash payment; however the compensatory time, when used, shall be with the permission of the Chief of Police or his designee. Such holiday compensatory time, if not used or approved to be used when the last pay period in November is calculated, shall be paid in cash the first pay period in December.

ARTICLE XVII- WORK WEEK

The work week shall be established as forty hours per week.

ARTICLE XVIII - SHIFT & WORK ASSIGNMENTS

A. Field Service Bureau (Patrol).

Shift selections shall be by strict seniority. There shall be no rotation of shifts.

The monthly VSAP shall be as follows:

- a. 8.4 hour/10 hour shift starting between 6 AM – 9AM shall equal seventeen dollars (\$17).
- b. 8.4 hour/10 hour shifts starting at/after 10:00 AM shall equal forty-seven dollars (\$47)
- c. 12 hour shifts starting at 5 AM /6 AM shall equal forty-seven dollars (\$47).
- d. 12 hour shifts starting at 3 PM shall equal sixty-six dollars (\$66)
- e. 12 hour shift starting at 5 PM /6 PM shall equal sixty-six dollars (\$66)

B. Professional Standards/Community Services Bureau

The hours of the officers assigned to the Professional Standards /Community Services Bureau shall be flexible to regularly start between 7:00am to 9:00am and officers assigned shall work a 5/2 - 5/2 schedule on an 8.4 hour workday..

C. Neighborhood Resource Officers (NRO) Assignment:

Employees assigned as Neighborhood Resource Officers will work a 10.5-hour day (4 on, two off, four on, four off) schedule with two platoon assignments. The workweek will consist of Monday – Thursday, and Tuesday – Friday. As a result, officers assigned to the NRO unit will work every other Friday. NRO's shall accrue 104 unscheduled hours per year. Management reserves all rights to determine the platoon assignment.

D. School Liaison Shift Assignments:

The school liaison officers shall be assigned by the Chief of Police or designee based upon department needs when returning to work for the summer. The Chief of Police or designee may consider previous work experience prior to the assignment, otherwise seniority shall be used to fill the necessary shift assignments.

E. Work Schedule - The City of La Crosse and the La Crosse Professional Police Officers Association have jointly developed a twelve (12) hour work schedule for sworn non-supervisory police officers of the La Crosse Police Department, which is based upon a twenty-eight (28) day work period with a total of 2080 hours worked per year.

F. The LPPNSA and the City have declared a working period of twenty-eight days (171 hours) “7K” work period pursuant to the provisions of the Fair Labor Standards Act.

G. Employees covered by the LPPNSA agreement and working a patrol shift shall work a twelve (12) hour shift schedule.

H. Shifts are defined as 6:00 a.m. to 6:00 p.m. for the day shift and 6:00 p.m. to 6:00 a.m. for the night shift. Overlapping patrol coverage will be accomplished by having “early” patrol assignments of 5:00 a.m. to 5:00 p.m. and 5:00 p.m. to 5:00 a.m. The Power Shift will operate from 3PM until 3AM. Both platoon 1 and 2 may have officers assigned to the Power Shift. The officers assigned will continue to follow the same off group rotation as designated with 12 hour shifts.

Officers assigned to the Power Shift will be considered as working the “night” shift and will receive the “night” shift differential.

I. All employees covered by the LPPNSA agreement will also be covered under the twenty-eight (28) day one hundred and seventy-one (171) hour (7K) work period.

J. The following will also apply to 5/2-5/2-scheduled employees:

1. Will be paid 2,080 hours per work year.
2. Employees will be allowed the option to work a four (4) day – ten (10) hour shift if it is mutually beneficial to the Department and employee and not to exceed 2080 paid hours per year. An employee working under Article XVIII Section J may exchange the day off from their assigned day off to another day off within the next 60 days with the approval of the Chief of Police or his/her designee. Employees working 4/10 will not receive “unscheduled hours” as the scheduled work hours will not exceed 2,080 scheduled hours.
3. Employees will be allowed the option to work five (5) working days of eight and four-tenths (8.4) hours per day, repeated each week- typically, Monday through Friday, if it is mutually beneficial to the Department and employee and not to exceed 2080 paid hours per year. Employees working under this schedule will receive 104 hour “unscheduled hours” in lieu of the hours scheduled in excess of 2,080 hours.
4. Employees assigned as School Resource Officers (SRO) will work a 5/2-5/2 schedule on an 8.4 hour work day. When assigned back to shift under Article XVIII-D, they will maintain the 5/2-5/2 schedule and will continue to work an 8.4 hour day.

K. The 12 hour work schedule will be two (2) consecutive twelve (12) hour days on duty followed by two (2) consecutive days off, followed by three (3) consecutive twelve hours days on duty followed by two (2) consecutive days off, followed by two consecutive twelve hour days on duty followed by three (3) consecutive days off (2/2-3/2-2/3 cycle).

L. The Chief of Police will determine the staffing levels (that is, the exact number of police officers) for each of the two shifts that are necessary for the twelve (12) hour schedules. In addition, the Chief of Police shall have the right to alter said staffing levels, from time to time, as he deems appropriate and necessary to insure the efficient operation of the Department and/or where said adjustment shall be in the best interest of the Department.

M. Hours of Work and Absence from Duty: Under the twelve (12) hour work schedule, officers working will be scheduled to work twelve (12) hours per work day. Over the entire fifty-two (52) week calendar year, said 12 hour or 8.4 hour schedule will result in a total of one hundred and four (104) additional scheduled hours over the contractually established 2,080 annual work hours. This agreement is based upon a 2,080 scheduled hours per year. In order to reduce the total number of hours back to 2,080 hours, officers will be required to un-schedule 104 scheduled work hours generated by the twelve (12) hour schedule. The 104 “unscheduled

hours” will be addressed in the following agreed upon manner.

1. The additional 104 hours will not be considered overtime hours or paid hours
2. Officers assigned to a twelve (12) hour 2/2, 3/2, 2/3 work schedule or 8.4 hours 5/2-5/2 work schedule will be allotted one hundred and four (104) “unscheduled hours” of time off on Jan 1 of each year. Such hours will be pro-rated if an officer is assigned after Jan 1 based on the total number of hours over 2080 hours that are projected to work in remaining calendar year.
3. Officers will be allowed to use the banked 104 “unscheduled hours” in lieu of regular scheduled work hours over the course of the calendar year at the approval of the Chief of Police/designee. “Unscheduled hours” are not allowed to be carried over to a following year and shall not be subject to payout at end of year. Officers must use “unscheduled hours”. Officers shall have all unused “unscheduled hours” used by November 1st of each year, or those hours will be scheduled by the Chief of Police/designee.

N. MEAL TIME/BREAK TIME

Because payment for meal periods is included in the standard workday, the City is not liable for any additional compensatory time. One thirty (30) minute meal period and two (15) minute break period shall be permitted during each twelve (12) hour segment during the tour of duty. The meal and/or break period shall be non-contiguous, subject to call, and are included in the work day. Meal and/or break periods will be authorized by the shift commander or supervisor.

Employees working the 12 hour schedule shall not engage in any outside employment within eight (8) hours of beginning such shift or on a regularly scheduled work day.

In order to avoid fatigue, employees working the /12 hour schedule all efforts will be made to avoid working more than seven (7) days at a stretch and no more than 16 hours straight. This does not include mandatory court appearances or other emergency situations. In the case of a mandatory court appearance, the employee at their option, can utilize all or part of the court appearance time as “time worked” for their next scheduled shift, if that shift is scheduled less than 12 hours from the end of the court appearance.

Parties agree that excluding any unpaid leave, officers shall be paid on a smoothing basis (80 hours bi-weekly which includes “unscheduled hours”) for their bi-weekly payroll, as opposed to pay for actual hours worked. At the end of the FLSA 7(k) pay period (28 days), Finance will ensure that officers are made whole for any FLSA premium due.

O. Extra Work Assignments

Members shall be approved to work security assignments for the La Crosse Center, schools, and other events subject to mutual agreement between the Chief of Police and the Association President, or the President’s designee. All requests shall be submitted to and approved by the Chief of Police, or designee, prior to the commencement of any such assignment.

- a. Approved assignments shall be posted for bargaining unit members. Postings shall include the name of the event, date, time, location, and the number of hours to be worked.
- b. Officers working extra security assignments under this subsection shall be

compensated at one and one-half (1.5) times their regular hourly rate of pay. The regular hourly rate shall mean the officer's base rate of pay in effect at the time of the assignment is worked. Compensation for such assignments shall be paid through the City's regular payroll system and shall be treated as wages for purposes of applicable fringe benefits.

- c. Hours worked under this subsection shall not be counted toward overtime eligibility under this agreement and shall not be subject to the agreement's overtime provisions, except for the premium rate set forth above in section b.

ARTICLE XIX - VACATION

A. Benefit.

Employees shall receive one (1) week of paid vacation after one (1) year of continuous service; two (2) weeks after two (2) years of continuous service; three (3) weeks after six (6) years of continuous service; and four (4) weeks after thirteen (13) years of continuous service; five (5) weeks after twenty (20) years of continuous service; twenty-six (26) days after twenty-six (26) years of continuous service; twenty-seven (27) days after twenty-seven (27) years of continuous service; twenty-eight (28) days after twenty-eight (28) years of continuous service; twenty-nine (29) days after twenty-nine years (29) of continuous service; and thirty (30) days after thirty (30) years of continuous service.

One day is understood to mean 8 hours of accumulated vacation time, and one week is understood to be 40 hours of accumulated vacation time. A 12 hour shift employee who takes vacation for their full day would be required to use 12 hours of their vacation accrual.

The conversion of vacation time shall be hour for hour based upon an 8 hour work day as follows:

1 week = 40 hours
2 weeks = 80 hours
3 weeks = 120 hours
4 weeks = 160 hours
5 weeks = 200 hours
26 days = 208 hours
27 days = 216 hours
28 days = 224 hours
29 days = 232 hours
30 days = 240 hours

B. Work Week. Vacations shall start at the beginning of the employee's work week.

C. Vacation Carryover. Any officer who was unable to use his/her accrued vacation time before December 31st of any calendar year shall be allowed to carryover up to two weeks of vacation into the subsequent calendar year. The carryover will occur automatically after the last pay period of the year. Any vacation carried over into the subsequent year must be used by the last full pay period of that year, or it shall be forfeited.

ARTICLE XX - TRAINING

Officers may be assigned to training outside their regular fixed shift only under the following conditions:

1. Training under this provision does not include training available with the department.
2. This provision does not apply to the initial recruit training as required by the Law Enforcement Standards Board.
3. This provision does not apply to officers who volunteer and are approved for training.
4. At the discretion of the Chief of Police/designee, an officer assigned to a twelve (12) hour schedule may be temporarily placed on a 5/2 (8.4-hour day) schedule for training purposes when said training exceeds a four (4) day consecutive period.
5. When an employee is assigned to attend training and the training is less than 12 hours for employees on a 12 hour schedule or less than 10 hours for employees on a 4/10, the employee shall pre-arrange with their shift command to make up the work hours, or promptly return to his/her division and be prepared to work the remaining hours, or use banked unused time off to cover the remaining hours, subject to advance management approval.

ARTICLE XXI - MANAGEMENT RIGHTS

Except as otherwise specifically provided herein, and except for mandatory subjects of bargaining which may not be specifically covered by this agreement, the management of the City of La Crosse and the direction of the work force, including but not limited to the right to hire, to discipline or discharge for proper cause, to decide initial job qualifications, to lay off for lack of work or funds, to abolish positions, to make reasonable rules and regulations, to determine the schedule of work, but shall not include the suspension of the fixed shift, to sub-contract work, together with the right to determine the methods, processes and manner in which the work is to be performed, are vested exclusively in management. Seniority shall prevail except in cases of emergency in the selection of shift assignments.

ARTICLE XXII - PROBATIONARY PERIOD

Newly hired employees shall be required to serve an eighteen (18) month probationary period. Employees that fail to satisfactorily complete the probationary period may be terminated without cause and shall not be afforded a hearing before the Police and Fire Commission or any other administrative tribunal, including grievance arbitration. The probationary period shall be subject to Police and Fire Commission rules and regulations.

ARTICLE XXIII - VACANCIES WITHIN THE DEPARTMENT

- A. Posting. Any vacancy or new position created within the Department shall be posted listing the job description, requirements and qualifications.
- B. Preference. Employees of the Department shall have preference over non-members, if

qualified for such vacancies or positions.

- C. Fire and Police Commission Rules. Any vacancy or position which is a promotion shall be governed by the Police and Fire Commission's rules.

All other vacancies or positions that are filled by appointment shall be based on qualifications and where qualifications are equal, the employee with the most seniority shall have preference.

- D. Lateral Transfer. An individual seeking employment as a police officer with this department who:
- Left this department as a Police Officer and was in good standing when he or she left, or
 - Is an officer from another department who left or is leaving that department in good standing, and
 - Meets current standards for employment with this Department with regard to certification and education, and
 - Is selected to be hired,

Shall be eligible for compensation and vacation accrual at a level above that of a new officer, up to 1st Class Patrol Officer. The selected individual shall be considered a new employee for all other matters including assignment to investigator, etc. Effective January 1, 2016, lateral transfers may be eligible for consideration for assignment to Investigator, subject to the selection criteria as defined in Article XXXII.

In determining the level of pay compensation, the following guidelines are to be used:

4th Class Officer.....Less than 12 months of full-time service

3rd Class Officer...12 months of full-time service but less than 24 months of full-time service

2nd Class Officer... 24 months of full-time service, but less than 36 months of full-time service

1st Class Officer.....36 months of full-time service

Once an officer reaches 36 months of service, they are eligible for First Class Officer pay. Pay step placement and progression is based on total full-time service, including time served at a previous department and time earned with the LCPD.

For example:

12 months of full-time service = 3rd Class Officer

24 months of full-time service = 2nd Class Officer

36 months of full-time service = 1st Class Officer

These guidelines may be overridden by agreement between the Police Department Administration, the Mayor, the Director of Finance & Human Resources and the LPPNSA Board with regard to specialized training and qualifications that an applicant may possess.

In determining the level of vacation benefit, the lateral transfer will receive "continuous years of service" credit for all previous full-time police service/experience and will receive the same vacation benefits under Article XIX-A as any current employee. By way of example, a lateral transfer with five (5) previous years of service in good standing with another agency and five (5) years of continuous service with this agency will be

deemed to have ten (10) years of service for vacation benefit.

Lateral transfer credit(s) do not apply to calculations for longevity compensation or seniority.

This amendment is not retroactive for any employee hired before January 1, 2024.

ARTICLE XXIV - JURY DUTY

- A. Responsibilities. Employees are subject to jury service in the same manner as other citizens.
- B. Compensation. No salary deduction is made during jury duty, but all jury fees received for jury duty during working hours must be paid to the City Treasurer, and a copy of the receipt shall be filed with the City Clerk.
- C. Return to Work. Jurors, when not assigned to cases, must report to their regular work assignment for the remainder of the day. Jury duty shall be recorded on all payroll records.

ARTICLE XXV - EXCHANGE OF SHIFTS AND DAYS OFF

Employees of equal rank shall be allowed to exchange days off, provided they receive permission from the Chief of Police or his designee. Additionally, an employee may exchange the day off from his day off to another day off within the next twenty-eight (28) days with the approval of the Chief of Police or his designee.

ARTICLE XXVI - RESIDENCY

The City of La Crosse follows State law regarding residency requirements, WI Act 20, Section 1270, 66.0502(4)(b) states “a local government unit may impose a residency requirement on law enforcement, fire or emergency personnel that requires such personnel to reside within 15 miles of the jurisdictional boundaries of the city, village or town to which the personnel are assigned.” Should the City elect to enforce this provision, incumbent employees would be grandfathered, and would not be impacted. If implemented, the residency requirement would only be applicable to candidates hired after the implementation date.

ARTICLE XXVII - DUES DEDUCTION

- A. Definition. Membership in the Association is not compulsory. An employee may join the Association and maintain membership therein consistent with its constitution and bylaws. No employee will be denied membership because of race, color, creed or sex. This article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this article wherever the Commission finds that the Association has denied an employee membership because of race, color, creed or sex.
- B. Duty of Fair Representation. The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally. All employees with a voluntary signed dues deduction form on file shall pay an amount to the Association equivalent to the uniform dues required of members of the Association.
- C. Deductions from Payroll. The City agrees that on the first paycheck of every month it

will deduct from the earnings of all employees with a signed dues deduction form on file in the collective bargaining unit covered by this agreement, the amount of money certified by the Association as being the monthly dues uniformly required of employees. Changes in the amount of dues to be deducted shall be certified by the Association to the Director of Human Resources thirty (30) days before the effective date of the change.

Deductions shall be made each month, and the total of such deductions shall be paid to the Association.

The City shall not be liable to the Association, employees or any party by reason of the requirements of this article for the remittance or payment of any sum other than that which constitutes actual deductions from employees' wages earned.

Members may opt out of dues paying by providing a written notice to the Local Association and the City's Human Resources Department.

- D. Hold Harmless. The Association shall indemnify and hold the City harmless against any and all claims, demands, suits, orders, judgments or other forms of liability against the City that arise out of the City's compliance with this fair share agreement.

ARTICLE XXVIII - AMENDMENT PROVISION

This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the City and the Association wherein mutually agreeable. The waiver of any breach, terms or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE XXIX - SAVINGS CLAUSE

If any Article or section of this Agreement or any addendums thereto should be held invalid by operation of law by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendum shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE XXX - ENTIRE AGREEMENT

The foregoing constitutes an entire agreement between the parties, and no verbal statement shall supersede any of its provisions.

ARTICLE XXXI - TEMPORARY ASSIGNMENTS

The City may temporarily assign additional duties to officers in emergencies and for training purposes. However, in no event shall training assignments exceed one (1) year.

ARTICLE XXXII - ASSIGNMENT TO INVESTIGATOR POSITION

A. The Chief of Police shall assign employees to the position of Investigator under the procedures described below.

B. Selection Criteria:

1. Testing shall consist of two components, the written test and the oral test. Employees selected for the investigator positions must receive an overall cumulative score of 70 percent or greater between the two tests.
2. The written test shall constitute 70 percent toward the final score for investigator positions and the oral exam shall constitute 30 percent toward the applicant's final score.
3. Employees who are first class police officers must have a minimum of two (2) years full time continuous service as a sworn police officer with the City of La Crosse as of the time of the written examination.

C. The oral test shall be administered as follows:

1. A panel to conduct the oral test shall consist of two administrators and two supervisors, chosen by the Chief.
2. The oral test shall consist of a practical fact situation administered orally by the panel and scored by the panel.
3. Based upon the results of both the written and oral examinations, a list of applicants for the positions of investigators shall be established.
4. All investigators shall be selected by the Chief of Police on the basis of overall work record, including the following factors:
 - a. Annual evaluations,
 - b. Prior disciplinary matters,
 - c. Special Certifications,
 - d. Commendations,
 - e. Score (written and oral)
5. List of Eligibles: An eligible list shall be established using the selection criteria stated above. Such eligibility list shall be effective as of the publication date from the Secretary of the Police and Fire Commission. A copy of the eligibility list shall be forwarded to the Chief of Police. The list shall remain in effect for a period of one (1) year from publication date and may be extended up to one (1) additional year by the Chief of Police.

D. Removal

1. If an investigator voluntarily elects to return to the police officer status, he/she must return to the first available slot until the next opening occurs, wherein seniority shall prevail.
2. An investigator may be returned to the police officer rank for work performance issues. Such decision shall be reviewed in advance by all non-involved Bureau Chiefs. If the proposed removal of the investigator is not supported by the written

work record, there shall be no removal. This decision is not subject to the grievance and arbitration procedure. If an investigator is returned to the police officer rank under this section, his/her return shall not disrupt the existing shift assignments and he/she shall go to the shift for which his seniority provides.

E. Seniority of Investigators

1. Seniority shall prevail unless otherwise provided herein.
2. Seniority shall prevail for the purposes of vacation selection.
3. For investigator positions, the City shall post in advance the job description and the anticipated duty hours. Duty hours may change thereafter according to workload or area of investigation, as determined by the Investigative Bureau. There shall be no split duty hours.

- F. Step Placement: A Police Officer assigned to Investigator shall be placed in the step which reflects (but does not exceed) the years of service as a sworn Police Officer with the Department.

ARTICLE XXXIII - FAMILY MEDICAL LEAVE

The City of La Crosse has established a Family and Medical Leave Act policy pursuant to Federal and State Family and Medical Leave Act.

Paid Parental Leave

Effective January 1, 2027, LPPNSA members will be eligible for up to eight (8) weeks of paid parental leave for employees to use upon the birth or adoption of an employee's child, or placement of a foster child. The purpose of the paid parental leave is to enable the employee to care for and bond with a newborn or newly adopted or fostered child. This leave is also available to a birthing parent following a stillbirth after 20 weeks of pregnancy.

Definitions:

- a. Child(ren): Parental leave shall apply to all children under the age of 18.
- b. Paid Parental Leave: Consists of eight (8) weeks of paid time off based on the employee's regular work schedule (e.g. 8 weeks x 40 hours per week = 320 hours of paid parental leave). An equivalent number of hours will be placed in an accrual bank for the employee to utilize during their leave. The amount provided would allow the employee to be off work for an equivalent of eight calendar weeks.
- c. Parent: A person who is identified on a child(ren)'s birth certification, adoption certificate, or other legal document certifying adoption or as a foster parent. This person also serves as continuing parental/caregiver role to the child.

Qualifications for Parental Leave

1. Must be a full-time LPPNSA employee; AND
2. Must qualify for Family Medical Leave Act ("FMLA") leave; AND
3. Must have successfully completed their initial probationary period with the City.

Exclusions from Leave

- An employee's adoption of their new spouse's child(ren).
- An employee serving as a surrogate.
- An employee serving as a sperm donor who will not be a legal parent to the child.
- Additional paid parental leave is not available if the employee has more than one birth, adoption or foster placement in a single calendar year.
- In the case of multiple births (e.g. twins, triplets, etc.) or multiple children being adopted or fostered at one time, all children are treated as one event, limited to eight (8) weeks of paid parental leave.

Use of Paid Parental Leave

- An employee is eligible for paid parental leave once each calendar year.
- The use of paid parental leave is continuous use. No intermittent use will be approved.
- Employees will be compensated for the paid parental leave at their regular rate of pay. This rate of pay will not include any overtime or compensatory time, nor will the City pay any specialty pays or premiums pays during this time. Longevity will be included.
- Paid parental leave will run concurrently with any state or federal family leave for which the employee is eligible.
- If both parents work for the City, each parent is eligible for eight (8) weeks of paid parental leave.
- Use of paid parental leave for adoption or foster care cannot take place prior to the physical placement of the child with the parent.
- If a City holiday falls on any of the paid parental leave dates, the employee will receive the paid parental leave in lieu of the holiday on that date. This time will count against the employees' eight (8) weeks of paid parental leave.
- Employees will continue to accrue other paid time off while using paid parental leave.
- Employees will not use their other accrue paid time off while using paid parental leave.
- Employees using paid parental leave will continue to receive the benefits they had prior to the leave.
- Outside employment, including self-employment, during paid parental leave is prohibited, and may result in disciplinary action, up to and including termination of employment.

Procedure:

Paid parental leave must be upon the birth or adoption of an employee's child, or placement of a foster child. An employee is not required to use all eight (8) weeks of paid parental leave. Any unused leave at the conclusion of the eight (8) weeks will be forfeited.

To initiate the Paid Parental Leave benefits:

1. The employee must fully complete and sign a paid parental leave form and return it to Human Resources at least thirty (30) days prior to foreseeable leave, but preferably ninety (90) days prior to the leave. It is the employee's responsibility to notify Human Resources of the actual date of the event after it is known if it differs from the anticipated date on the form. Any forms not submitted in a timely manner that could result in an undo hardship to the City or Police department may be denied.
2. The Human Resources Director will review and response to the form.

3. The employee must submit documentation required to substantiate their leave within two (2) weeks, or sooner, if possible, of the birth, adoption, or fostering of the child.
4. The supervisor will make efforts to ensure a smooth transition for the employee to return to work at the conclusion of the leave.

Required Documentation:

A copy of the child(ren)'s birth certificate, adoption certificate, or similar governmental/legal document listing the employee as a legal parent.

Work Obligation:

An employee is required to work for the City for at least eight (8) weeks after usage of the paid parental leave. The eight-week work obligation begins on the date the employee physically returns to work after their paid parental leave or exhaustion of FMLA use; whichever is later. The City of La Crosse will seek collection of the full amount of paid parental leave for an employee who fails to return to work and fully complete the eight-week work obligation.

The work obligation is fixed at eight weeks regardless of the amount of paid parental leave used by the employee.

Violations:

Failure to substantiate the paid parental leave with the required paperwork will result in the City seeking collection of the full amount of any paid parental leave used by the employee.

Violations, misuse, or untruthful use of the paid parental leave benefit may result in disciplinary action, up to and including discharge from employment along with the City may seek collection of the full amount of any paid parental leave used by the employee.

Employees should report possible policy violations to the Human Resources department upon knowledge of the possible violation. Paid parental leave is a benefit, and abuse will be taken seriously. Repeated abuse may result in disciplinary action.

ARTICLE XXXIV – LEAVE OF ABSENCE

An employee may request an unpaid leave of absence of up to thirty (30) calendar days. Said request may be granted by the Chief with approval from the Director of Human Resources. The unpaid leave of absence shall not be utilized or authorized for schooling, a new job, or travel.

ARTICLE XXXV – MILITARY LEAVE

Employees who are duly enrolled members of the National Guard, State Guard or any other organized reserve component of the Armed Forces of the United States, shall be allowed a military leave of absence to attend scheduled military training as has been ordered, not to exceed 120 hours. Such time shall be in the calendar year in which so ordered. A copy of orders requiring attendance at military training sites shall accompany all requests for a military leave of absence, and shall be provided to the Chief of Police as soon as they are received. Military leave shall be in addition to any other authorized leaves.

Employees who are authorized military leave as outlined above, shall suffer no loss of straight time pay for such leave. Upon returning to City duty, the City will provide an offset to the employee taking military leave upon receipt of their military pay stub. The City shall pay the

difference between the employee's military base pay, excluding quarters, rations, and travel allowances, and the employees regular City straight time rate of pay if the military pay is less than City pay.

To receive the offset, the employee must provide their military pay stub to Human Resources within thirty (30) days form the date in which the employee returns to City employment. The compensation offset is provided for annual military training, *not weekend drills*.

The City will comply with all state and Federal laws relating to employees in reserve or active military service, including the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA).

ARTICLE XXXVI – RANDOM DRUG AND ALCOHOL TESTING

All sworn officers shall be subject to random drug and alcohol testing. Testing shall be limited to one (1) sworn officer per month, and shall be conducted by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory shall test for only the substances and within the current limits for the initial and confirmation test as provided within the NIDA standards, which may change from time to time. Alcohol testing shall be conducted by the laboratory using a breathalyzer or similar test equipment.

The random draw conducted by the laboratory will be provided to the Director of Human Resources or his/her designated representative for coordination and scheduling of said employee. Refusals or confirmed positive tests may invoke immediate dismissal from the Department. All results, including confirmed positives, shall be provided to the Human Resources or his/her designated representative. Any positive test results will require notification of the Chief by Human Resources.

The employer shall be responsible for costs involved for random drug and alcohol testing. The employer shall select the laboratory for the random drug and alcohol testing provisions.

ARTICLE XXXVII – K-9 Program

1. Employees assigned as canine handlers will be granted additional compensation to care for their assigned dog. Canine handlers will receive one half-hour of compensation for work time related to the caring of the dog at home, including, but not limited to, training, exercise, feeding, grooming, cleaning the assigned vehicle, cleaning the kennel, and kennel upkeep. The employee shall receive his or her regular rate of pay, as set forth in the applicable Collective Bargaining Agreement. The one half-hour of compensation shall be in addition to compensation for the regular assigned shifts and any overtime compensation associated with being held over for duty related matters. The one half-hour of compensation shall apply on off days and leave days, unless otherwise stated in this agreement. Additional hours outside of the normal workday spent in extraordinary care of the canine must receive prior supervisory approval and will be paid under Article XIV

- Overtime of the Labor Agreement. The one half hour per day of compensation shall be paid on the last day of the month for all applicable days minus any days that the dog is kenneled at the City's expense.
2. The City of La Crosse shall be responsible for expenses related to its dog's care and maintenance including food, as deemed necessary by the City; e.g., outdoor pen, kennel, training supplies, as well as all required licenses, immunizations and medical visits. The immunizations and medical needs shall be provided by the City's chosen veterinarian, with prior approval, absent exigent circumstances. Decisions regarding the medical treatment for the canine will be made by the City.
 3. The City of La Crosse shall determine the appropriate training related to the canine handler and dog.
 4. Employees assigned as canine handlers will not receive compensation for commuting to work, either under normal circumstances or those associated with recall.
 5. Employees selected to be canine handlers must make a 3 year commitment with the understanding that the actual length of the assignment may be influenced by the service life of the dog. The Chief of Police may reduce this time at his/her discretion.
 6. Canine handlers will be provided an appropriately equipped canine take home vehicle and must live within a fifteen (15) mile radius of the City of La Crosse.
 7. The City reserves the right to determine the shift assignment of the canine handler.
 8. An employee assigned as a canine handler will be required to carry a department issued cellular telephone or pager during off-duty hours, unless on a scheduled leave day or with prior approval of his or her supervisor.
 9. If the employee or the dog are unable to perform in their respective capacities because of circumstances that remove them from work; e.g., illness or injury, the department reserves the right to terminate the assignment or reassign the dog to another handler. The one half hour of compensation awarded for care and maintenance of the canine will not apply if a handler's dog is reassigned. The compensation will be awarded to the person to whom the dog is assigned.
 10. When the dog's service life as a police canine has been exhausted, the employee assigned as the dog's handler at that time shall be allowed to purchase the dog for \$1.00. The final determination of a dog's useful service life shall be made by the Chief of Police or his/her designee. If, upon conclusion of an employee's assignment as a canine handler, the canine has a useful service life remaining, it shall be the decision of the Chief of Police to retire or reassign the dog. In the event ownership of the canine is transferred to the handler, the one-half hour of compensation for care and maintenance of the canine, as well as any additional financial support for the direct care and maintenance of the dog will cease. Any assets owned by the City will be returned to the City.
 11. The cost of kenneling services necessary to accommodate an employee's absence associated with paid time off of one (1) week or more will be born by the City. Kenneling services necessitated by any time off less than one week shall be at the expense of the handler. The City reserves the right to select the vendor/individual who

will provide kenneling services to their respective police canines. All kenneling services must receive prior approval. The one-half hour of compensation awarded for care and maintenance of the canine shall not apply when the dog is being kenneled at the City's expense

12. All compensation earned under this article shall be paid at the applicable overtime rate.

ARTICLE XXXVIII – RECRUIT OFFICER

Newly hired police officers who are required to attend the police recruit academy to become certified will receive 75% of the base wage (Step A), while In attendance at the academy. Upon the first day following graduation, the “recruit officer” will move to the status of “certified” Police Officer and will move to the starting step of the pay schedule at 100% (Step A).

If a newly hired non-certified officer is assigned to field training *prior* to the start of the recruit academy the Officer will receive pay at Step A until they are assigned to the recruit academy. Once the Officer is assigned/begins the recruit academy they will receive 75% of the base wage (Step A) until the first day following graduation. The intent of this section is for basic recruit academy training only and for the dates while the new officer is assigned to the academy.

The department will pay for the academy costs (tuition and books) and provide daily transportation (from La Crosse Police Department to the academy location). Any overtime and holiday hours worked as an Officer while attending the academy are subject to Sections XIV and XVI of this agreement at 75% of the base wage (Step A). Study time to successfully complete the academy is not subject to overtime. The recruit officer shall be paid 40 hours per week while attending the recruit academy. The recruit officer may not be subject to random drug testing during the academy.

During the academy, the police recruit officer is in probationary status, and serves at the pleasure of the Chief of Police and may be terminated. The Chief of Police or his/her designee shall receive reports from the Academy Director regarding attendance and performance. The Recruit Officer shall adhere to the City's attendance policy as well as the academy attendance policy. The Recruit Officer may not carry a concealed weapon until such time the Recruit Officer successfully completes the academy and qualifies with the department issued firearm. This does not preclude the officer from carrying a concealed weapon if they have a valid Wisconsin CCW permit. If the police recruit fails the academy they may be terminated.

Additionally, for WRS purposes/benefits, the recruit officer shall be considered “protective class” status. The police recruit shall be sworn in by the City of La Crosse Clerk prior to the start of the recruit academy per Wisconsin Training and Standards Rules and Regulations. Attendance at the Police Academy shall recruit in the Officer's probationary period being extended equal to the time spent in the academy.

ARTICLE XXXIX – DURATION

This agreement shall remain in full force and effect, commencing the first day of January, 2027 and terminating on the 31st day of December, 2029, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred and eighty (180) days prior to the date of expiration.

It is understood and agreed that all expenditures or compensation to be paid to employees in accordance with this Agreement must meet the requirements of procedures required by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9th day of July 2026.

LA CROSSE PROFESSIONAL POLICE NON-
SUPERVISORY ASSOCIATION (LPPNSA)

CITY OF LA CROSSE

Andrew Rosenow, President – LPPNSA

Shaundel Washington-Spivey, Mayor

Jeremy Rindfleisch, 1st Vice President –
LPPNSA

Rebecca Franzen, Director of Human Resources

Trenton Bowe, 2nd Vice President – LPPNSA

Erin Goggin, Chair – Finance and Personnel
Committee

Stephen Hughes, Treasurer – LPPNSA

Barb Janssen, Finance and Personnel Committee

Chad Maske, Secretary – LPPNSA

Aron Newberry, Finance and Personnel
Committee

Andrew Adey, Ex-Officio – LPPNSA

Rosanne Northwood, Finance and Personnel
Committee

Chris Kahlow, Finance and Personnel
Committee

Larry Slezniak, Finance and Personnel
Committee

Wage Schedule “A” – Effective January 1, 2027

Base Wage Rates - Patrol Officers

Effective January 1, 2027

1 2 3 4 5 6 7 8 9

80 HOUR BI WEEKLY SCHEDULE

Step	A	B	C	D	E	F	G	H	I
Class	<i>4th</i>	<i>3rd</i>	<i>2nd</i>	<i>1st</i>	<i>1st</i>	<i>1st</i>	<i>1st</i>	<i>1st</i>	<i>1st</i>
Years	0	1	2	3	7	10	15	20	25
Hourly Rate	\$34.58	\$35.32	\$36.06	\$41.56	\$42.81	\$44.05	\$45.30	\$46.55	\$47.79

Base Wage Rates - Police Investigators

Effective January 1, 2027

1 2 3 4 5 6

80 HOUR BI WEEKLY SCHEDULE

Step	A	B	C	D	E	F
Years	0	7	10	15	20	25
Hourly Rate	\$45.39	\$46.75	\$48.11	\$49.47	\$50.84	\$52.20

Wage Schedule “B” – Effective April 7, 2028

Base Wage Rates - Patrol Officers
Effective April 7, 2028

80 HOUR BI WEEKLY SCHEDULE

Step	A	B	C	D	E	F	G	H	I
Class	<i>4th</i>	<i>3rd</i>	<i>2nd</i>	<i>1st</i>	<i>1st</i>	<i>1st</i>	<i>1st</i>	<i>1st</i>	<i>1st</i>
Years	0	1	2	3	7	10	15	20	25
Hourly Rate	\$ 34.93	\$ 35.67	\$ 36.42	\$ 41.98	\$ 43.24	\$ 44.49	\$ 45.75	\$ 47.02	\$ 48.27

Base Wage Rates - Police Investigators
Effective April 7, 2028

80 HOUR BI WEEKLY SCHEDULE

Step	A	B	C	D	E	F
Years	0	7	10	15	20	25
Hourly Rate	\$ 45.84	\$ 47.22	\$ 48.59	\$ 49.96	\$ 51.35	\$ 52.72

Wage Schedule “C” – Effective October 8, 2028

Base Wage Rates - Patrol Officers
Effective October 8, 2028

80 HOUR BI WEEKLY SCHEDULE

Step	A	B	C	D	E	F	G	H	I
Class	<i>4th</i>	<i>3rd</i>	<i>2nd</i>	<i>1st</i>	<i>1st</i>	<i>1st</i>	<i>1st</i>	<i>1st</i>	<i>1st</i>
Years	0	1	2	3	7	10	15	20	25
Hourly Rate	\$ 35.98	\$ 36.74	\$ 37.51	\$ 43.24	\$ 44.54	\$ 45.82	\$ 47.12	\$ 48.43	\$ 49.72

Base Wage Rates - Police Investigators
Effective October 8, 2028

80 HOUR BI WEEKLY SCHEDULE

Step	A	B	C	D	E	F
Years	0	7	10	15	20	25
Hourly Rate	\$ 47.22	\$ 48.64	\$ 50.05	\$ 51.46	\$ 52.89	\$ 54.30

Wage Schedule “C” – Effective January 12, 2029

Base Wage Rates - Patrol Officers

Effective January 12, 2029

80 HOUR BI WEEKLY SCHEDULE

Step	A	B	C	D	E	F	G	H	I
Class	<i>4th</i>	<i>3rd</i>	<i>2nd</i>	<i>1st</i>	<i>1st</i>	<i>1st</i>	<i>1st</i>	<i>1st</i>	<i>1st</i>
Years	0	1	2	3	7	10	15	20	25
Hourly Rate	\$ 37.06	\$ 37.84	\$ 38.64	\$ 44.54	\$ 45.88	\$ 47.19	\$ 48.53	\$ 49.88	\$ 51.21

Base Wage Rates - Police Investigators

Effective January 12, 2029

80 HOUR BI WEEKLY SCHEDULE

Step	A	B	C	D	E	F
Years	0	7	10	15	20	25
Hourly Rate	\$ 48.64	\$ 50.10	\$ 51.55	\$ 53.00	\$ 54.48	\$ 55.93

MEMORANDUM OF UNDERSTANDING #1 | DRUG TESTING POLICY

The parties agree to the drug testing program described below unless preempted by federal or state legislation.

1. PURPOSE

The Department's concerns are such that it is of paramount public interest to protect the public and to provide a safe working environment by ensuring that its personnel are fit for duty. The intent of this order is not only to identify an employee with a problem, but to correct the problem constructively.

The Department views chemical screening as an integral part of its concerns for the public we serve and its employees. However, it also recognizes the individual's reasonable expectation of privacy from unreasonable intrusions by his/her employer. In balancing these two issues, it is our intent to act in these matters only based upon reasonable individualized suspicion for employees. The exceptions to this are covered herein.

2. ENTRY LEVEL SCREENING

- A. All candidates for employment shall be required to submit to a screening of their blood and/or urine as a part of the pre-employment screening process. Refusing to submit or have a confirmed positive test for illegal prohibited drugs/controlled substances may be grounds for immediate disqualification.
- B. Subsequent screening(s) shall be required of all new employees prior to the completion of their probationary period. Refusals or confirmed positive tests may invoke immediate dismissal from the Department.

3. DRUG ENFORCEMENT ASSIGNMENT

Sworn personnel primarily assigned to drug enforcement duties shall be required to submit to a chemical screening prior to accepting the assignment, and random screening during the assignment.

4. REASONABLE INDIVIDUALIZED SUSPICION - SCREENING

- A. Whenever possible, two observing supervisors shall consider an employee's behavior on duty that may be indicative of drug/alcohol use in making a determination whether reasonable individualized suspicion exists.
 - 1. Third party observations/claims shall not warrant immediate screening of an employee.
 - 2. Any employee can enact this process through a non-involved supervisor where the employee has a reasonable basis to believe that another employee is illegally using or under the influence of a drug/narcotic/chemical while in the work place.

3. Definition - Reasonable Individualized Suspicion: A basis upon which employees will be required to undergo a chemical screening. It shall be based on objective facts that the employee is using or is under the influence of a chemical in the work place based upon the observations and/or investigation of supervisors.
- B. ONLY the personal observations and/or investigation by a supervisor shall warrant testing. When more than one supervisor is on duty, a minimum of two supervisors will make such observations and must concur with testing prior to any screening. When only one supervisor is on duty, he/she will call his/her Bureau Director or Assistant Chief to get such concurrence.
- C. All observations and the investigations will be documented on the Screening Supervisory Report.
 1. Immediately prior to any testing based upon reasonable individualized suspicion, the supervisor will issue a written advisory to the employee stating that the requested test is based upon causes briefly defined therein.
 2. The employee will sign and date the advisory, as will the supervisor. The employee shall receive a copy of the advisory. The testing process will occur regardless of whether or not the employee signs.
- D. NOTE: Unusual behavior may be caused by a number of reasons unrelated to chemical influence.

5. PRESCRIPTION AND NON-PRESCRIPTION DRUGS/MEDICATION

- A. An employee using a drug/medication that he/she feels may affect his/her performance shall inform his/her supervisor prior to coming on duty of such drugs/medication and possible side effects.
- B. This information will be held confidential by the immediate supervisors and the employee.
- C. It is the responsibility of the employee to advise the supervisor requesting a chemical screening that he/she is or has taken within the past 72 hours prescription or non-prescription drugs or medications, if this is true.
 1. The employee shall specify the type of medication, amount taken, and time frame that such drugs were taken.
 2. This information shall be provided prior to any test or screening process.
 3. Written verification of lawful possession/use as recommended by a doctor or the manufacturer will be supplied to the supervisor within 48 hours after testing. The Department requires employees who are tested to provide evidence within 48 hours that all prescription medication was lawfully obtained through a person authorized by law.
 4. Any employee using another person's prescription medication may be deemed to have illegal possession if the substance is controlled by law, and subject to disciplinary proceedings, prosecution, or as otherwise authorized by the Chief.

- D. The involved employee may be withheld from the work place until such time as he/she presents the Department with written documentation that he/she was in legal possession of the medication/drug and within stated dosage. This section pertains only to cases of a confirmed positive test of an employee relevant to chemicals under "V".

6. BLOOD AND URINE SPECIMENS

- A. All specimens will be collected in a medically approved manner by a trained person under medically approved conditions.
 - 1. Urine specimens will be obtained in a manner that provides integrity of the specimen and concern for the employee.
 - 2. Only sterile vials provided by the medical facility for tests shall be used for specimens.
- B. Specimen Amount Required. A minimum of 60 milliliters of urine and/or a minimum of 20 milliliters of blood is required for chemical screenings. This will afford sufficient amounts for Department testing and that of an employee, should he/she desire a re-test.
- C. All blood or urine specimens will be sent to the testing laboratory. To insure confidentiality, labeling of specimens will include only the employee's code number.
- D. Approved Testing Facility.
 - 1. The facility used by the Department will:
 - a. Be required to perform all required testing.
 - b. Provide a secure area to accommodate specimens.
 - 2. The Department will have the right to inspect the facility to ascertain compliance with its requirement. This right also applies to the Association.
- E. All initial and confirmation tests shall be at Department expense. Initial and confirmation tests will be done by approved medical standardized tests.
- F. A member having a confirmed positive screening may request to have an additional test conducted at his/her expense and at a laboratory of his/her choice.
 - 1. A written request to the Chief must be made within three business days after the employee was advised of the test results.
 - 2. The sealed specimen will be transmitted to the employee's requested laboratory at his/her expense.
 - 3. Written retest results will be provided to the Chief by the employee within ten days after the specimen was delivered to the employee's selected laboratory.

7. BREATH ANALYSIS

- A. The supervisor(s) may utilize either or both the preliminary breath test and the intoxilyzer as appropriate in his/her investigation with results documented in his/her investigation.
 - B. All testing will be in compliance with accepted procedures. Such tests will not be the sole determinant for warranting further tests.
8. SCREENING RESULTS
- A. All correspondence from any laboratory addressed to the Chief will immediately be forwarded to that office.
 - B. All results will be CONFIDENTIAL, with dissemination limited to those having the expressed consent of the Chief and as required in counseling or treatment.
 - C. All confirmed positive specimens will be retained for identification purposes at the City's authorized laboratory for six months unless notified by the Chief authorizing otherwise. Employees who have a separate test shall also be required to retain that result for six months.
9. EMPLOYEE ASSISTANCE PROGRAM (EAP)
- A. Voluntary Participation in EAP.
 - 1. A Department employee having a drug/alcohol problem may voluntarily participate in EAP provided that:
 - a. Voluntary participation is only a one-time offer.
 - b. The employee may not volunteer after such participation has been mandated by the Department.
 - 2. The progression of participation in EAP under this order may be:
 - a. Voluntary by the employee.
 - b. Mandatory by the Department.
 - c. Final disciplinary action.
 - B. The Department, upon confirmation of a positive chemical test of an employee, may suspend him/her and will attempt to assist the employee by referring him/her to the EAP for further assessment or referral to appropriate counseling or treatment.
 - C. If the employee fails to utilize the assistance to overcome his/her problems and/or fails to make reasonable progress as determined by treatment personnel, continues to perform in a sub-standard manner, or continues being under the influence of chemicals in the work place, then he/she will be considered a safety hazard. This shall result in corrective action which may include termination.
 - D. Assistance rendered under the program is confidential other than the employee signing a consent to release progress reports to the Chief.
10. DEPARTMENT ACTIONS

- A. Corrective action may be taken against an employee found to be under the influence or in unauthorized possession of chemicals in the work place.

The extent of discipline is dependent upon the following factors:

- 1. Type of violation.
 - 2. Severity.
 - 3. Prior like violations.
 - 4. Prior service record.
 - 5. Defiance, carelessness.
- B. Severity of violation may invoke dismissal at any point, regardless of the number of prior violations of a like nature.
 - C. On any action, EAP counseling and follow-up may be applied.
 - D. If an employee refuses to submit to chemical screening, the supervisor will notify the Chief or Assistant Chief immediately. If warranted, the supervisor may relieve the employee from duty. This will be with pay, pending review by the Chief of the investigation and of the refusal to submit to screening.

11. SUPERVISORY TRAINING

Each supervisor from Sergeant through Captain will be required to participate in chemical abuse identification training. The training will be conducted by qualified people in the following areas:

- A. Medical. Understanding chemical abuse/use; Symptoms of chemical abuse/use; Articulation of symptoms and facts; Documentation; Testing procedure-an overview; Employee Assistance Program.
- B. Legal. Constitutional Overview; Civil Liability; Corruption Potential.

CITY OF LA CROSSE
ATTENDANCE POLICY
LPPNSA
Effective January 1, 2016;
Revised February 28, 2017

MEMORANDUM OF UNDERSTANDING #2 | ATTENDANCE POLICY

PURPOSE

This policy is to ensure that a consistent procedure is used by all city departments in the administration of attendance at work for sworn non-supervisory Police employees.

ATTENDANCE

All employees will be required to be regular in their attendance and to meet normal attendance standards. For reporting purposes refer to below procedures. Three levels of attendance standards have been established ranging from adequate to unacceptable. Each employee shall meet or exceed the “adequate” standards. If an employee’s yearly attendance, (i.e. January 1 – December 31) falls below this expected level, they will be counseled and warned, and the employee would not be eligible for personal business days in the following year. If the problem persists, the employee will be subject to disciplinary action.

For definition purposes, a day of absence means each individual day, or portion thereof, lost from work due to reasons other than: approved leave of absence, vacation; personal business; family care; bereavement; flex time; military leave; Family Medical Leave; jury or witness duty; injury suffered on the job; disciplinary action; or a physician excused illness or medical appointment of the employee.¹ An occurrence is defined as each consecutive occasion that an employee misses work. Example: If an employee is off sick for two consecutive days (ten hours per day) with the flu that would count as one occurrence and twenty hours absence.

Any sickness or injury of more than three (3) consecutive work days duration must be verified by a physician’s certificate. This certificate must state the kind or nature of the illness or injury and that the employee has been incapacitated for work for said period of absence. Effective January 1, 2017, an employee whose attendance rating fell below adequate the previous year will be required to provide a physician’s certificate for absences of more than 2 consecutive work days.

Where the city has reasonable cause to suspect sick leave abuse exists, the city reserves the right to require reasonable medical substantiation, including a general diagnosis, for any and all prospective sick leave absences including those of two (2) or less workdays. Any and all medical substantiation, including physician certificate, required under this policy may bypass the employee’s immediate supervisor and be directed to the City’s Human Resource Department, if the employee so desires.

REPORTING PROCEDURE FOR EMPLOYEES REQUESTING SICK LEAVE:

The Employee must:

- Personally notify his/her Supervisor or their designee prior to the scheduled start of the shift. Exception – If the employee is incapacitated by a medical condition that would prevent him/her from making the call personally.
- Inform management of the general nature of the illness and expected date of return.
- Inform management if leave is for Family Care. Employees are allowed up to 3 Family Care days (deducted from accrued sick leave bank), and are designated for injury/illness of the employee's minor dependents.
- Keep management informed of changes effecting return to work date.
- Present acceptable medical substantiation upon return to work following more than three (3) consecutive scheduled work days off due to illness or injury. The medical substantiation must be presented to a Supervisor or Human Resources upon returning to work. Effective January 1, 2017, an employee will be required to provide a physician's certificate for absences of more than 2 consecutive work days if their attendance rating fell below adequate the previous year.
- All acceptable medical substantiation for approved absences must be turned into Human Resources within 30 calendar days of the appointment. Late submissions will not be accepted.

MEDICAL/DENTAL APPOINTMENTS:

If the work schedule allows, employees may use accrued sick leave for their medical/dental appointments as follows:

- The employee may use sick leave for the duration of the employee's medical/dental appointment, plus any travel time necessary to and from the appointment, (i.e. an employee has a doctor's appointment at 10:00 a.m. In order to make it there he/she requests to leave at 9:30 a.m. His/her appointment is completed at 11:00 a.m. He/she is expected to return to work immediately after the appointment, i.e. 11:30 a.m.).
- An employee will not be allowed to take the entire day off for an appointment, unless special circumstances warrant such as conditions which affect their ability to safely, effectively or thoroughly perform their job description's essential duties.
- Sick leave is not intended to provide additional income to an employee, but as a substituted form of pay for time attending the employee's appointment. Sick leave may be used for the time period for which the employee's appointment falls during normal work hours, (i.e. the employee is scheduled for an appointment at 4:00 p.m. and ends at 5:00 p.m. The employee's normal scheduled work day would have ended at 4:30 p.m., so the employee would only be able to use sick leave from 4:00 p.m. – 4:30 p.m.).
- Every effort should be made to schedule appointments during non-work time.

ATTENDANCE STANDARDS

ATTENDANCE CRITERIA

"Adequate"

- Less than 64 total hours of absence
- 4 occurrences

"Poor"

- 64 to 87 total hours of absence
- 5 to 7 occurrences

"Unacceptable"

- 88 hours or more total hours of absence
- 8 or more occurrences
- A noticeable pattern of absence is present

Employees must meet both criteria for each standard to be considered for that category. For

example, if an employee has 2 occurrences each lasting 24 hours (for a total absence of 48 hours) the appropriate standard would be “Adequate”.

FALSE SICK REPORTS

Employees who feign illness or injury in order to use sick leave, or to avoid working assigned work, are subject to disciplinary action, up to and including discharge.

REPORTING LATE FOR WORK:

Employees failing to report for work at their scheduled start time will be considered late.

Employees shall make every effort to notify their Supervisor or their designee if they are going to be late with their expected time of arrival to work.

The number of late occurrences will be recorded on a yearly (12) twelve month cycle i.e. January - December.

LATE STANDARDS	LATE CRITERIA
“Excellent”	- 2 or less late occurrences
“Adequate”	- 3 or 4 late occurrences
“Unacceptable”	- 5 or more late occurrences

VIOLATIONS OF THE ATTENDANCE POLICY:

Employees violating this policy including failing to meet the adequate standards, shall be subject to discipline measures.

¹ City of La Crosse Family and Medical Leave Policy as defined by Wisconsin and Federal Family and Medical Leave Acts, Definition of Physician/Health Care Provider, 2001: **Health care provider.** Acupuncturist, audiologist, Christian Science practitioner, chiropractor, D. O., D. D. S., D. P.M., health care provider in foreign country, hospice, inpatient care facility, MD., marriage and family counselor or therapist, nurse-midwife, nurse, optometrist, O. T., P. T. psychologist, respiratory care practitioner, social worker, speech pathologist, or Wisconsin-licensed CBRF.



Human Resources

400 La Crosse St., La Crosse, WI 54601 • Tel: (608) 789-7595 • Fax: (608) 789-7598
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Summary of LPPNSA Tentative Agreement for 2027-2029 CBA

A. Article IV – MEDICAL BENEFIT PLAN

- a. Updated dates to reflect dates covered by the 2027-2029 CBA.
- b. Updated language in **B. Health Risk Assessment** to give flexibility to the City in the offering of an HRA and clarifying language between the comprehensive wellness exam offered by the Police department vs. the health risk assessment coordinated by Human Resources.
- c. Updated that coverage for new employees starts following one (1) month of employment to reflect our current practice. Language in current CBA is not current practice per the plan document.
- d. Added **N. Health Savings Account** (“HSA”) to accurately reflect our current benefit offering.
- e. Removed MOU #3 Voluntary Dental Insurance and added to the medical benefit article within the contract with additional clarifying language for dental plan coverage.
- f. Removed **O. Health Care Cost Containment Committee**.

B. Article V – LIFE INSURANCE

- a. Updated eligibility to reflect current practice of on or after date of hire.
- b. Removed **H. Dental Insurance** as this was already reflected in Article IV.

C. Article VII – SICK LEAVE

- a. Added the following clarifying language to the use of **G. Personal Business Days**:
 - i. *For non-probationary employees, the conversion rate will be based on whichever schedule the employee is assigned to as of January 1 of each calendar year.*
 - ii. *For probationary employees, the conversion rate will be based on whichever schedule the employee is assigned at the completion of their field training and receive a permanent shift assignment.*
- b. For **H. Family Care Days** language was updated from twenty-four (24) hours to three (3) days to ensure we were inclusive of all the different shift schedules we offer.
Additionally, clarifying language was added stating the following:
 - i. *For purposes of this article, a “day” shall mean the equivalent number of hours as the employee’s assigned shift assignment.*

D. Article VIII – FUNERAL LEAVE language was added to provide one (1) day off when a covered employee is serving as a pallbearer.

E. Article IX – WAGE AND SALARY SCHEDULE

- a. Wage increases as followed:
 - i. 4% increase effective January 1, 2027
 - ii. 1% increase effective April 7, 2028
 - iii. 3% increase effective October 8, 2028
 - iv. 3% increase effective January 14, 2029.

Rebecca A. Franzen, SHRM-CP
Director of Human Resources
Angela R. Leisso
Employee Benefits Specialist

Gwendolyn A. Benish
Human Resources Generalist
Megan Ihrke
Human Resources Generalist

Sheila K. Becker
Employee Safety & Risk Specialist
Heidi L. Stein
Wellness Coordinator

Angela M. Berget
Human Resources Assistant

- b.** Added a special payment of \$10 for Defensive Tactics instructors but with clarifying language to limited to a total of \$10/month (i.e. employees can get \$10 for Range/Firearm Instructors and Defensive Tactics).

F. Article X – EDUCATION INCENTIVE

- a.** Removed the requirement that an officer has to have a bachelor's degree in law enforcement/police science to receive the additional \$50 per month.

G. Article XIV – OVERTIME

- a.** Added clarifying language to how training will be compensated.

H. Article XV – CALL BACK AND MINIMUM COURT PAY

- a.** Added clarifying language on how multiple court appearances will be compensated and additional clarifying procedural points.
 - b.** Removed MOU #1 Extra Work Assignments and added to this article.

I. Article XXIII – VACANCIES WITHIN THE DEPARTMENT

- a.** Added clarifying language to information on lateral transfers (i.e. changed from years to equivalents months for consistency).

J. Article XXXIII – FAMILY MEDICAL LEAVE

- a.** Added paid parental leave benefit

K. Article XXXIX – RECRUIT OFFICER

- a.** Removed MOU # 4 and added as a new article in the 2027-2029 CBA.

There are additional grammar, job titles and minor corrections throughout the contract.



CITY OF LA CROSSE

400 La Crosse Street
La Crosse, Wisconsin 54601
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LEGISLATION STAFF REPORT FOR COUNCIL

File ID	26-0621	Caption	Resolution approving a collective bargaining agreement between the City of La Crosse and the La Crosse Professional Police Non-Supervisory Association for January 1, 2027, to December 31, 2029.
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Staff/Department Responsible for Legislation

Rebecca Franzen, Director of Human Resources
Shawn Kudron, Chief of Police

Requestor of Legislation

Rebecca Franzen, Director of Human Resources

Location, if applicable

N/A

Summary/Purpose

The purpose of this resolution is to approve the three-year collective bargaining agreement between the City of La Crosse and the La Crosse Professional Police Non-Supervisory Association (LPPNSA).

Background

In May 2026, the City of La Crosse and the LPPNSA began the negotiation process for their new collective bargaining agreement beginning January 1, 2027. The City and the LPPNSA reached a three-year tentative agreement within the parameters set by the Finance and Personnel Committee.

Fiscal Impact

Over the course of the contract period, the summation of the annual increases of budgeted wage and benefit expenses will be approximately \$900,000.

Staff Recommendation

Staff recommend approval of the tentative agreement between the City and the LPPNSA.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0622

Agenda Date: 7/2/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution approving a collective bargaining agreement between the City of La Crosse and the La Crosse Professional Police Supervisory Association for January 1, 2027, to December 31, 2029.

RESOLUTION

WHEREAS, the collective bargaining agreement between the City of La Crosse and the La Crosse Professional Supervisory Association will expire on December 31, 2026; and

WHEREAS, the parties have reached a tentative agreement on a successor agreement for calendar years 2027 through 2029 within the parameters established by the Finance & Personnel Committee; and

NOW, THEREFORE BE IT FURTHER RESOLVED by the Common Council of the City of La Crosse that the tentative agreement between the La Crosse Professional Police Supervisory Association and the City of La Crosse is hereby approved and ratified.

BE IT FURTHER RESOLVED that the Chief of Police, the Director of Human Resources, and the Director of Finance are hereby authorized to take all necessary steps to implement the agreement.



Human Resources

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www.cityoflacrosse.org HR@cityoflacrosse.org

Summary of LPPSA Tentative Agreement for 2027-2029 CBA

A. Article III – MEDICAL BENEFIT PLAN

- a. Updated dates to reflect dates covered by the 2027-2029 CBA.
- b. Updated language in **B. Health Risk Assessment** to give flexibility to the City in the offering of an HRA and clarifying language between the comprehensive wellness exam offered by the Police department vs. the health risk assessment coordinated by Human Resources.
- c. Updated that coverage for new employees starts following one (1) month of employment to reflect our current practice. Language in current CBA is not current practice per the plan document.
- d. Added **N. Health Savings Account** (“HSA”) to accurately reflect our current benefit offering.
- e. Removed MOU #1 Voluntary Dental Insurance and added to the medical benefit article within the contract with additional clarifying language.
- f. Removed **O. Health Care Cost Containment Committee**.

B. Article V – LIFE INSURANCE

- a. Updated eligibility to reflect current practice of on or after date of hire.
- b. Removed **H. Dental Insurance** as this was already reflected in Article IV.

C. Article VI – SICK LEAVE

- a. Language was added to clarify that sick leave will be accrued based on the *equivalent number of hours as the employees assigned shift assignment*.
- b. Sick Leave Pay-off at Retirement was changed from 52% to 54% to align with the Police Captains.
- c. For **H. Family Care Days** language was updated from twenty-four (24) hours to three (3) days to ensure we were inclusive of all the different shift schedules we offer. Additionally, clarifying language was added stating the following:
 - i. *For purposes of this article, a “day” shall mean the equivalent number of hours as the employee’s assigned shift assignment.*

D. Article VII – FUNERAL LEAVE language was added to provide one (1) day off when a covered employee is serving as a pallbearer.

E. Article VIII – WAGE AND SALARY SCHEDULE

- a. Wage increases as followed:
 - i. 4% increase effective January 1, 2027
 - ii. 1% increase effective April 7, 2028
 - iii. 3% increase effective October 8, 2028
 - iv. 3% increase effective January 14, 2029.
- b. Incorporated the Sergeant Pay MOU into the article along with an increase from \$.50 per hour in 2026 to \$1.00 in 2027 and \$1.55 in 2029.

Rebecca A. Franzen, SHRM-CP
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Human Resources Generalist
Megan Ihrke
Human Resources Generalist

Sheila K. Becker
Employee Safety & Risk Specialist
Heidi L. Stein
Wellness Coordinator

Angela M. Berget
Human Resources Assistant

- c. Added a special payment of \$10 for Defensive Tactics instructors but with clarifying language to limited to a total of \$10/month (i.e. employees can get \$10 for Range/Firearm Instructors and Defensive Tactics).

F. Article XIII – CALL BACK AND MINIMUM COURT PAY

- a. Added clarifying language on how multiple court appearances will be compensated and additional clarifying procedural points.

G. Article X – EDUCATION INCENTIVE

- a. Removed the requirement that an officer has to have a bachelor's degree in law enforcement/police science to receive the additional \$50 per month.

There are additional grammar, job titles and minor corrections throughout the contract.

In the 2027-2029 we change the item of each item from Section to Article to align with the LPPNSA contract.

WAGES & WORKING CONDITIONS

La Crosse Professional Police Supervisors

Effective

January 1, 2027 – December 31, 2029



LA CROSSE
POLICE DEPARTMENT
LEAD. PARTNER. PROTECT.

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RESOLUTION

This agreement entered into by and between the City of La Crosse through its City Bargaining Committee, the Finance and Personnel Committee, acting pursuant to a resolution of the City Council of the City of La Crosse, authorizing them to enter into this agreement, hereinafter referred to as the City, and the La Crosse Professional Police Supervisors Association, hereinafter referred to as the Association.

WHEREAS, the mutual interests of the parties hereto are recognized by this agreement for the operation of the Police Department of the City of La Crosse, under methods that will promote efficiency, safety, cleanliness, proper care of equipment, property and the facilities of fair and peaceful adjustment of differences that might arise from time to time, and promulgating of rules and regulations and ethical conduct of business relations between the employer and the employee and to provide the best possible police protection for life and property to all of the citizens of the City of La Crosse.

WHEREAS, the City recognizes the La Crosse Professional Police Supervisors Association as the exclusive bargaining agent in Meet and Confer discussions with respect to wages, hours and conditions of employment for all Sergeants and Lieutenants.

BE IT RESOLVED BY THE COMMON COUNCIL, of the City of La Crosse that the following salaries and employment policies be adopted for the La Crosse Professional Police Supervisors Association bargaining unit comprised of police sergeants and lieutenants.

ARTICLE I | NON-DISCRIMINATION

The Association and the City agree that there shall be no discrimination by the City or the Association against any employee covered by this agreement because of race, color, national origin, religion, sex or membership in the Association.

ARTICLE II | GRIEVANCE PROCEDURE

- A. A grievance is defined as a matter involving the interpretation application or enforcement of this agreement. It is mutually agreed, between the parties, that grievances shall be handled as expeditiously as possible; therefore, all grievances shall be initiated within ten (10) days, (Saturdays, Sundays, Holidays and Vacations excluded), of the incident. Economic grievances shall be filed within twelve (12) days, (Saturdays, Sundays, Holidays and Vacations excluded), of the incident. Economic awards shall be retroactive to the filing date of the grievance. Any grievances filed or not reported within the above limits shall be untimely and not considered to be grievable by the parties.
- B. The following steps will be followed when filing or reporting of a grievance is necessary:
 - 1. Discussion of the grievance with the Shift Commander or Bureau Commander. If no solution is agreeable by the parties, then:
 - 2. The grievance will be reduced to written form. The grievance is to be signed and dated by the grievant and the Commander. The representative from the Association shall date and countersign the written grievance. The Commander shall within five (5) days, (Saturdays, Sundays, Holidays and Vacations excluded) respond in writing to the grievant.

3. If Step 2 does not present a resolution to the grievance then; the grievant will present the written signed and dated grievance to the Chief of Police, who will, after investigation of the grievance, discuss it with the City Director of Human Resources. Within five (5) days, (Saturdays, Sundays, Holidays and Vacations excluded), the Director of Human Resources will respond to the grievant in writing as to the City's position or solution.

4. Finally, if the grievant wishes to continue the grievance, the grievant shall:

Within thirty (30) calendar days, from the date of the Director of Human Resources written response, file with the Wisconsin Employment Relations Commission for Final and Binding Arbitration.

C. Final and Binding Arbitration

1. In accordance with Section 2. (B.4.), the Grievant may: Make a written request to the Wisconsin Employment Relations Commission for appointment of an arbitrator pursuant to its rules. A Copy of such request shall be delivered to the Chief, and Director of Human Resources for the City.
2. The parties shall equally share the expenses of the arbitrator and court reporter.
3. It is agreed that the decision or award of any arbitrator shall be final and binding upon the parties. The authority of the arbitrator shall be limited to determining the questions arising under this agreement. The arbitrator shall have no authority to modify or change any of the terms of this agreement or to change existing wage rates or to establish a new wage rate. Each party shall bear the expense of preparing and presenting its own case, including its own attorney's fees and witness fees.
4. The grievance procedure set forth herein shall be the exclusive remedy for any complaint of an employee or the association as to any matter involving the interpretation or application of this agreement.
5. At any step in the grievance procedure, employees may be represented by a member of the grievance committee and/or any attorney of his choice.
6. All grievances originating in the association shall be handled in the manner outlined above and no deviation therefrom will be permitted. Specifically, employees are prohibited from presenting such grievances, formally, or informally, to officers of the City of La Crosse not included in this procedure.

ARTICLE III | MEDICAL BENEFIT PLAN

Full-time employees are eligible to participate in the City's Medical Benefit Plan and receive the level of benefits as described in the attached Schedules of Benefits.

A. Employee's Medical Benefit Plan Contributions

Active employee's monthly contributions shall be through payroll deductions. Employee contributions will be deducted from the first two paychecks of the month for the current month's coverage. An option to pay with pre-tax dollars will be provided under the City's IRS Section #125 Plan.

Effective January 1, 2027, the employee's monthly contribution shall be 16% of the 2027 monthly premium equivalent rate. Employees who are fully participating in the Health Risk Assessment as described below shall have a contribution rate of 12.6% of the 2027 monthly premium equivalent rate.

Effective January 1, 2028, the employee's monthly contribution shall be 16% of the 2028 monthly premium equivalent rate. Employees who are fully participating in the Health Risk Assessment as described below shall have a contribution rate of 12.6% of the 2028 monthly premium equivalent rate.

Effective January 1, 2028, the employee's monthly contribution shall be 16% of the 2029 monthly premium equivalent rate. Employees who are fully participating in the Health Risk Assessment as described below shall have a contribution rate of 12.6% of the 2029 monthly premium equivalent rate.

B. Health Risk Assessment

The City may offer an annual health risk assessment ("screening") on a voluntary basis, one-time per calendar year for active and retired employees and spouses enrolled in the City Medical Benefit Plan. Should the Police department administration opt to offer a different health risk assessment than that coordinated by the Human Resources department, employees are not eligible to participate in both screenings. The employee shall choose which screening they want to participate in.

Employees who become covered under the City Medical Benefit Plan after the regular program testing start time shall be granted the related participation incentive prospectively until a subsequent testing is offered by the City provided that such covered employees then complete the participation requirements above.

C. Networks with 100%

The City retains the right to select the Network(s).

D. Monthly Rate Contributions for Retirees or Surviving Spouse & Dependents

Monthly contributions are required to be received by the City in advance of coverage becoming and/or remaining in effect. Such payments are due by the tenth (10th) of the preceding month for the next month's coverage.

E. Medicare Carve-Out –For Disability, Effective January 1, 2008

1. All Current Employees: Any employee that retires in the future due to disability and meets the eligibility requirements to maintain City medical benefit plan coverage and who is eligible for Medicare due to their disability is required to apply for Parts A (Hospital) and B (Medical) of Medicare coverage. If the employee/retiree fails to apply for such coverage within 31 days of meeting the Federal eligibility requirements, then benefits under the City plan will be offset for any benefits which would have been payable under Medicare Parts A and B had such person made a timely enrollment for Medicare.
2. All Retirees and Spouses: Any retiree, spouse of a retiree or surviving spouse (as of 1/1/08) that meet the eligibility requirements to maintain City medical benefit plan coverage and who are eligible for Medicare Parts A and B due to a disability are required to apply for Parts A and B of Medicare Coverage at their first enrollment opportunity. If the retiree, younger spouse of a retiree or surviving spouse fail to apply for Medicare Parts A and B at their first enrollment opportunity following notice of this requirement from the City, the benefits under the City plan will be offset for any benefits which would have been

payable under Medicare Parts A and B had such person made a timely enrollment for Medicare as described in this paragraph. (Note that this provision does not apply to younger spouses that elect continued coverage following the retired person's age off the City plan.).

F. Retiree Medical Benefit Plan Coverage - Normal Service

1. For Incumbents employed prior to July 1, 2013

Covered retirees shall pay the same monthly rate contributions as are in effect for active employees as modified from time to time through collective bargaining. The term "retirement" shall mean that the employee is eligible for and is actually receiving a normal unreduced service retirement annuity or age 53. Years of service for retiree medical benefit plan eligibility is not negotiable, and is defined in the Medical Benefit Plan Master Plan Document.

G. Retiree Medical Benefit Plan - Duty Disability Pension

Covered retirees shall pay the same monthly rate contributions as is in effect for active employees as modified from time to time through collective bargaining

H. Retiree Medical Benefit Plan - Non Duty Disability Pension

Eligible employees who are participants in the City's Medical Benefit Plan who retire and receive a non-duty disability pension shall receive the same contributions as is in effect for active employees. Years of service for retiree medical benefit plan eligibility is not negotiable, and is defined in the Medical Benefit Plan Master Plan Document.

I. Retiree Medical Benefit Plan - Long Term Disability Insurance (LTDI)

Effective January 1, 2002, full time eligible employees who are participants in the City's medical benefit plan and who qualify and receive Wisconsin Retirement System (WRS) Long Term Disability Insurance shall receive the same contribution rates as is in effect for active employees. Years of service for retiree medical benefit plan eligibility is not negotiable, and is defined in the Medical Benefit Plan Master Plan Document.

J. City's Right to Select Vendor/Self Insure

The City shall have the right to select the plan vendors and/or to self insure the plan.

K. Coverage for New Employees

Newly hired full time employees shall be eligible to participate in the City's medical benefit plan referred to herein on the first of the month following one (1) full calendar months of employment.

L. Health Insurance for Spouse & Dependents of Eligible Employees/Retirees that Die

Effective January 1, 1985, the spouse or eligible dependents of a covered employee/retiree who dies before the employee/retiree becomes eligible for Medicare, shall be eligible to continue to participate in the City's medical benefit plan. The spouse or eligible dependents of such employee/retiree shall pay the same monthly contributions as are in effect for active employees as modified from time to time through collective bargaining until the spouse becomes eligible for Medicare or remarries.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

M. Internal Revenue Service Section #125 Plan

Employees may participate in an Internal Revenue Service Section #125 salary reduction reimbursement plan. The City agrees to credit and pay for the "protective with Social Security" pension costs on the salary which is put into the Section #125 Plan. This payment does not include

any F.I.C.A. payments to Social Security. All employee medical benefit plan payments due the plan may be taken as a pre-tax deduction from employee's paychecks when participating in the IRS Section #125 Plan

N. Health Savings Account ("HSA")

Eligible employees may elect to make voluntary contributions to a Health Savings Account through pre-tax payroll deductions. The employer will facilitate these contributions through payroll deduction and allow changes to election amounts throughout the calendar year, as permitted by IRS guidelines. Employees must be enrolled in an eligible High-Deductible Health Plan to make Health Savings Account contributions.

O. Medical Benefit Plan Coverage While on Income Continuation Insurance

Full time employees who are participants in the City's medical benefit plan and are receiving the Income Continuation Insurance (ICI) benefit as identified in Section 4 shall receive the same medical benefit plan contribution rates as in effect for active employees. Years of service for retiree medical benefit plan coverage while on income continuation insurance is not negotiable and is defined in the Medical Benefit Plan Master Plan Document.

P. Dental Insurance

The City agrees to offer a voluntary dental benefit plan to all bargaining unit employees. Participation is voluntary. Union members will be offered the same voluntary dental plan, eligibility criteria, and premiums as the non-represented employees. Premiums shall be paid through payroll deductions.

The City has the right to select the dental insurance vendor, whether or not to self-insurance, the plan and network(s). Offering a voluntary dental insurance plan is at the discretion of the Employee Benefit Trust Fund and, ultimately with the approval from Common Council

ARTICLE IV | INCOME CONTINUATION INSURANCE

The City will provide income continuation insurance. The City's premium contribution shall be limited to the employer's share of the cost as authorized by SS 40.61. The City shall select the carrier and/or self-insure the present level of benefits.

ARTICLE V | LIFE INSURANCE

A. Benefits

The level of benefits in effect as of January 1, 1992 shall be maintained.

B. Eligibility

Employees become eligible for life insurance on the first day of the first month on or after date of hire..

C. Coverages Available

Employees may select insurance for themselves and their spouse and dependents as follows:

1. Basic:

This plan provides term insurance to each eligible Wisconsin Retirement System participant. The amount of insurance in force for the employee is equal to the amount of earnings reported to the WRS in the previous calendar year rounded up to the next higher thousand.

2. Additional - Units I, II, III:

This plan is available to individuals covered by the Basic Plan. The amount of each Unit of Additional Life Insurance is only available at one hundred percent (100%) of the employee's previous calendar year earnings reported to the WRS, rounded to the next higher thousand. Additional coverage for retired employees ceases at age 65. For working employees, Additional Plan coverage continues past age 65, until retirement or age 70, whichever comes first.

3. Spouse and Dependent:

This plan, available to individuals covered by the Basic Plan, provides term insurance for an employee's lawful spouse and/or dependents.

A. Schedule I: The spouse is insured for \$10,000; dependents are insured for \$5,000 each.

B. Schedule II: This allows the employee to increase coverage for his/her spouse to \$20,000 and \$10,000 for each dependent. In the event of the spouses/dependent's death, the employee is the beneficiary. Where both parents have coverage on a dependent, a death benefit will be paid for each coverage.

4. Supplemental

Supplemental life insurance is available to individuals covered by the Basic Plan. The amount of supplemental insurance is only available at one hundred percent (100%) of the employee's previous calendar year earnings reported to the WRS, rounded to the next higher thousand. Supplemental coverage for retired employees ceases at age 65. For working employees, Supplemental coverage continues past 65, until retirement or age 70, whichever comes first.

D. Cost of Insurance

All employees who are eligible and elect to participate in the Basic group life insurance program, shall pay one (1) cent per thousand per month for each thousand dollars worth of coverage for which they are eligible by reason of eligible earnings. The City shall contribute the balance.

Employees that elect Additional, Supplemental and/or Spouse and Dependent coverages shall pay the complete premium for such insurance.

E. Coverage for Eligible Retirees at Age 66.

Basic life insurance coverage for eligible retirees who retire after the effective dates (established in accordance with State Statute #40.03 (6)(b) and applicable State of Wisconsin Employee Trust Fund rules and regulations) shall remain at fifty percent (50%) at age 66.

F. Administration

The life insurance benefits described above shall be administered in accordance with State Statute # 40.03 (6)(b) and applicable State of Wisconsin, Employee Trust Fund rules and regulations.

G. Change of Carrier

The City may select the carrier for the life insurance program and change carriers from time to time, provided that the level of benefits are equal to or greater than the level of benefits in effect January 1, 1992.

ARTICLE VI | EMPLOYEE SICK LEAVE

A. Accumulation

All employees shall accumulate one (1) day of sick leave which shall be credited to them for each full month of employment commencing with the first month of employment. For incumbent employees, a month of employment for accrual shall mean a month in which the employee actually works or receives pay from the City for at least fifteen (15) calendar days. The sick leave credits shall be capped at a maximum of 120 days. A day for sick leave accrual shall mean the equivalent number of hours as the employees assigned shift assignment. The sick leave credits shall be capped at a maximum of 960 hours.

New hires:

Newly hired employees must have worked prior to the 15th of their first month of hire to accrue the initial one (1) day of sick leave. At termination a day of sick leave is only accrued for the last month if the last day worked is after the 14th of the month. A day for sick leave accrual shall mean 8 hours.

Sick leave may accumulate to a maximum of one hundred and thirty-two (132) days. Any unused sick days over the one hundred and twenty (120) day cap, to a maximum of one hundred and thirty-two (132) days, will be paid out to the employee on the first pay period of January at a rate of fifty (50%) percent of the unused sick accumulation. When the employee reaches the one hundred and twenty (120) day cap and receives fifty percent (50%) pay for up to the one hundred and thirty-two (132) day maximum, the employee will revert back to the cap of one hundred and twenty (120) days as of the 1st of January. As a result, if an employee maintains the cap of one hundred and twenty (120) days and goes the entire year without using any sick days the same employee will receive six (6) days payout the 1st pay period of January. The parties agree to reevaluate the results of this program at the end of each calendar year. In reference to this paragraph, 132 days shall mean 1056 hours; 120 day cap shall mean 960 hours; six (6) days shall mean 48 hours. (Upon retirement, any eligible sick leave payout over cap shall be paid to the employee – not to the Retirement Health Savings Plan.)

Accumulated sick leave may be used for any bonafide illness or injury of the employee except injuries or illnesses incurred by employees engaged in any outside employment or business.

Sick leave for sickness or injuries of three (3) consecutive days or more duration must be verified by a physician's certificate (i.e. three twelve hour shifts is 36 hours, three 8.4 hour shifts is 25.2 hours). The City reserves the right of reasonable independent medical examination. If the employee did not meet "adequate" attendance standards the previous year they would be required to provide a physician's certificate for all sickness or injuries of more than two (2) consecutive days duration.

Where the City has reason to suspect sick leave abuse exists, the City reserves the right to require acceptable medical substantiation, including a general diagnosis, for any and all sick leave absences including those of two (2) or less workdays. This requirement shall only be required after advanced written notice of such is provided to the employee. This requirement shall remain in effect for one (1) year, and may be extended by the Police Chief for non-compliance.

Any and all medical substantiation, including physician certificate, required under this Article may bypass the employee's immediate supervisor and be directed to the City's Human Resource Department, if the employee so desires.

Sick leave pay shall be based on the rate of pay of an employee's classification.

Personal Business: Employees may use up to four (4) days (at the conversion rate below) of accumulated sick leave credits for personal business, subject to the same provisions noted above. Requests for personal business days are subject to “adequate” attendance standards in the previous year. An employee who does not have “adequate” attendance rating (as defined in the attendance policy) from the previous year would not be allowed to use personal business in the succeeding year, and any such requests would be denied.

Conversion of Personal Business Time: Four (4) days x 8.4-hour shift= 33.6 hours

Conversion of Personal Business Time: Four (4) days x 10.5-hour shift = 42 hours

Conversion of Personal Business Time: Four (4) days x 12-hour shift = 48 hours

The conversion rate will be based on whichever schedule the employee is assigned as of January 1 of each calendar year.

Sick Leave Pay-Off at Retirement

At the retirement of an employee who was hired **prior to July 1, 2013**, the City will make a lump sum payment into the retiring employee’s Retirement Health Savings Plan equal to fifty-four percent (54%) of the shift day amount of accrued but unused sick leave on record at the time of retirement. Effective January 1, 2016: If an employee hired prior to July 1, 2013 “retires” (as defined above), at age 53 or over, or by special early retirement program, and waives their eligibility for retiree medical benefit plan upon/before retirement, and a minimum of 3 years prior to eligibility for Medicare, the sick leave payout to the Employee’s Retirement Health Savings Plan would be at 100%. Once waived the retiree is not eligible for future enrollment in the City’s medical benefit plan.

At the retirement of an employee who was hired **on or after July 1, 2013**, the City will make a lump sum payment into the retiring employee’s Retirement Health Savings Plan equal to one hundred percent (100%) of the shift day amount of accrued but unused sick leave on record at the time of retirement.

Retirement, for the purpose of this section, shall mean that an employee is eligible for and has filed to receive an immediate retirement annuity with the Wisconsin Retirement System. In addition, to receive sick leave payout employees hired prior to July 1, 2013 must have met the years of service requirement (see Medical Benefit Plan Master Plan Document). Employees hired prior to July 1, 2013, may, after meeting the years of service requirement, retire prior to age 53 and receive the sick leave payout, however retiring prior to age 53 would disqualify the employee from receiving retiree medical benefit plan. Employees hired on or after July 1, 2013 must be at least 50 and have 20 years of full-time continuous service with the City.

B. Death Benefit:

In the event of the death of a current employee, the City will make a lump sum payment to the deceased employee’s estate equal to forty-five percent (45%) of the shift day amount of accrued but unused sick leave on record at the time of death.

In the event of a line of duty death of a current employee, the City will make a lump sum payment to the deceased employee’s estate equal to one hundred percent (100%) of the shift day amount of accrued but unused sick leave on the record at the time of death.

C. Family Care Days:

Employees may use up to three (3) days of accumulated sick leave credits to care for the employee’s parent, legal spouse, or child (biological, adopted, foster, or stepchild) due to illness, injury, medical/dental appointment, or in the event of an unexpected closure of school (i.e. snow day, etc.) or daycare facility. Parents in the preceding sentence shall be interpreted as

parents/stepparents of the employee and/or their legal spouse.

Use of sick leave for family care shall be deducted from sick leave accumulation. Employees who have not accumulated sick leave will not be entitled to such time off. For purposes of this article, a “day” shall mean the equivalent number of hours as the employee’s assigned shift assignment.

- D. Catastrophic Leave: Effective January 1, 2016, upon accruing the maximum sick leave accrual (132 days/1056 hours), an employee shall continue to accrue sick leave for a “catastrophic leave bank” to be used for the FMLA qualifying serious health condition of the employee, employee’s spouse or dependent for which a physician has certified that the duration of the medical condition is expected to be more than 30 continuous calendar days. Catastrophic leave is only available after all accrued sick leave and vacation days have been exhausted, and the employee must have met the “adequate” attendance standards in the previous 12 months. A request for use of catastrophic leave must be approved by the Director of Human Resources. Sick leave for the employee’s catastrophic leave bank shall be accrued at the same rate as defined above, and shall only accrue when the employee’s sick leave accrual is at maximum accrual. The catastrophic leave bank will be capped at 480 hours, and is not eligible for payout at retirement

ARTICLE VII | FUNERAL LEAVE

Benefit. In the event of a death in the employee's “Priority Family,” “Immediate Family” or “Other Relative”, the employee shall be allowed scheduled time off without loss of pay or sick leave credits. No paid funeral leave will be allowed if the employee is on vacation, sick leave for illness, lay-offs, or any other paid or unpaid leave of absence

Priority Family member: Priority family member shall be defined as the “employees” parent, legal spouse, or child (biological, adopted, foster or step-child). Parents in the preceding sentence shall be interpreted as parents/step-parents of the employee and/or their legal spouse. Bereavement leave for a priority family member shall be six (6) days, however shall not exceed 48 hours. Funeral leave for a priority family member shall be used from the date of death up through two (2) weeks from the date of death. An exception to the two (2) week timeframe may be made through approval of the Chief of Police and the Deputy Director of Human Resources.

Immediate Family member. Immediate family shall be defined as the employee's, or the employee’s legal spouse’s grandparent, grandchild, brother, step-brother, sister, step-sister, son-in-law, or daughter-in-law. Bereavement leave for immediate family shall be used from the date of death up to and including the day after the funeral, but not to exceed three (3) work days (as scheduled), calculated at the employee’s regular rate of pay including compensation for shift assignment.

Other Relatives. Other relatives shall be defined as the employee’s niece, nephew, brother-in-law, or sister-in-law and aunt or uncle of the employee. Employees shall be allowed one (1) day off without loss of pay or sick leave credits on the day of the funeral.

Pallbearer. Employees who serve as a pallbearer for any person shall be allowed one (1) day off without loss of pay or sick leave credits on the day of the funeral.

A day of bereavement leave shall reflect the regular hours scheduled (i.e. 12, 8.4, 8, etc).

ARTICLE VIII | WAGE AND SALARY SCHEDULE

A. Wage Increases

The salaries of employees are contained on the attached wage schedules and made part of this agreement as follows:

Schedule “A” reflects a four percent (4%) increase effective January 1, 2027.

Schedule “B” reflects a one percent (1%) increase effective April 8, 2028.

Schedule “C” reflects a three percent (3%) increase effective October 8, 2028.

Schedule “D” reflects a three percent (3%) increase effective January 12, 2029.

Direct deposit of paychecks shall be a mandatory condition of employment.

Promotional salary increases shall be effective on the date of such promotion. Progressive increases due to longevity or time in grade shall be effective on the applicable anniversary date of hire or promotion. In grade means time of employment as a Sergeant or a Lieutenant. Grade 8, shall represent a 2% increase above grade 5.

Promotion from Sergeant to Lieutenant – Effective January 12, 2018:

Sergeants who achieve 8 years in grade (or more) as a Sergeant, who are then promoted to Lieutenant, will be credited with 3 years of service as a Lieutenant, therefore they will be placed at “3 years in grade” as a Lieutenant.

Sergeants who achieve 5 years (but less than 8) in grade as a Sergeant will be credited with 1 year of service as a Lieutenant, therefore they will be placed at “1 year” in grade as a Lieutenant.

Movement to the next rate (in grade) shall include the credited years. (Example: Sergeant with 6 years experience is promoted to Lieutenant. The officer would be placed at the Lieutenant’s rate of 1 year in grade. In 4 years the LT would move to 5 years in grade.)

Effective January 13, 2017, the position of Sergeant, Step A (only) shall receive a premium of fifty cents (\$.50) per hour in addition to their base hourly pay.

Effective January 1, 2027, the position of Sergeant, Step A (only) shall receive a premium of one dollar (\$1.00) per hour in addition to their base hourly rate.

Effective January 12, 2029, the position of Sergeant, Step A (only) shall receive a premium of one dollar and fifty-five cents (\$1.55) per hour in addition to their base hourly rate.

B. Computation of Longevity

Longevity shall be included in Salary Schedules and computed as follows:

1. At Step B, the hourly rate shall be three percent (3%) higher than Step A. Step B is effective following seven (7) years of service.
2. At Step C, the hourly rate shall be six percent (6%) higher than Step A. Step C is effective following ten (10) years of service.
3. At Step D, the hourly rate shall be nine percent (9%) higher than Step A. Step D is effective following fifteen (15) years of service.

4. At Step E, the hourly rate shall be twelve percent (12%) higher than Step A. Step E is effective following twenty (20) years of service.
5. At Step F, the hourly rate shall be fifteen percent (15%) higher than Step A. Step F is effective following twenty-five (25) years of service.

Pay Step Advancement. All employees are entitled to pay step advances on the anniversary of their appointment to the department, after seven, ten, fifteen, twenty and twenty-five years of service.

C. Special Payments

In addition to wage rates described on the attached wage Schedules, police supervisors assigned to the Detective Bureau by the Chief shall receive the sum of twenty-five dollars (\$25.00) per month, in addition to their specified wage in recognition of on-call status and off-duty phone calls.

The supervisor (one only) that is designated by the Chief in writing as the Officer in Command (OIC) of the Emergency Response Team (ERT) shall receive \$35 per month. The Assistant OIC (one only), as designated by the Chief in writing, shall receive \$30 per month. Officers assigned as members of the (ERT) shall receive a premium of \$25 per month. Only one (1) ERT special payment per employee.

The City agrees to compensate employees an additional ten dollars (\$10.00) per month for Range/Firearms or Defensive Tactics (formally DAAT) Instructors. An employee who serves as both a Range/Firearms Instructors and a Defensive Tactics Instructor shall only be compensated a total of ten dollars (\$10.00) per month.

D. Temporary Assignment to a Higher Rank

If an employee is officially assigned all of the duties and responsibilities of a higher rank on a temporary basis for a period in excess of thirty (30) continuous calendar days he/she shall be paid at the next higher pay step for his position or at the rate for the position assigned to whichever is more provided that there is an available vacant position in the departmental budget.

ARTICLE IX | WORKER'S COMPENSATION

It is expected that members of the Police Department shall exercise sound safety practices in the performance of their duties. Members of the Police Department who contract a disease or are injured in the performance of their duties while protecting the interests of the general public, may receive supplemental salary as outlined below.

The Director of Human Resources, in consultation with the City's third-party administrator for worker's compensation, shall determine whether or not such injury and/or illness is within the scope of the preceding paragraph and thus entitle the employee to full salary pay and shall so state on the report covered in Procedure in case of injury on the job. In any event, no benefits shall be paid unless and until the compensation insurance carrier of the City shall admit liability and commence payment thereon and such payments shall be made only for so long as the compensation carrier shall make payment. In any event, such full salary pay shall only cover the healing period of temporary total disability and the contribution of the City of La Crosse to such full salary pay shall be the difference between the amount paid by the compensation carrier and the employee's regular salary at the time of the injury or illness. In the event any employee of the Police Department's claim for worker's compensation is denied, the worker has the right under Wisconsin statutes for workers' compensation benefits to appeal the denial through the Wisconsin Department of Workforce Development.

In cases involving third party liability, Section 102.29 of the Wisconsin Statutes shall apply.

ARTICLE X | CONTRIBUTIONS TO PENSION SYSTEM

Employees will contribute one-half of the total actuarially required contribution for general municipal employees to the Wisconsin Retirement System.

ARTICLE XI | CLOTHING ALLOWANCE

A. Benefit

The clothing allowance shall be paid based on the amounts listed below for the contract period. The first installment to be paid on the first payday in February of each year and the second such installment shall be paid on the first payday in August of each year. Only current, active employees during the above pay periods will receive the installment. Current, active employees will be paid eight hundred (\$800) per year payable in two (2) equal installments of four hundred dollars (\$400).

External vest carriers shall be replaced at the department's expense on an as-needed basis when deemed no longer in compliance with the department's uniform policy.

Any new uniform article not previously required will be paid for by the City. No officer shall be required to spend more than the amount they receive each year in uniform allowance for uniform purchases under this article. In the event uniform purchases exceed the amount of uniform allowance the officer receives during the calendar year, the City shall pay the entire cost of the amount exceeding the current years uniform allowance.

Damage to Medically Necessary Items and Personal Items:

Medically necessary items (not eligible under the medical benefit plan) including eyeglasses, contact lenses and hearing aids, damaged or lost, involving a job related incident, shall be repaired or replaced by the City of similar quality, provided proof of loss is furnished and there is a police report substantiating the incident. Management shall make the determination of repair vs. replace.

Personal items damaged or lost, involving a job-related incident, shall be repaired or replaced by the City for an amount not to exceed one hundred dollars (\$100.00) per item pro-rata provided proof of loss is furnished and there is a police report substantiating the incident. If at any time the City receives restitution through the courts or other sources which exceeds the above-stated amounts, the officer shall additionally receive the difference between the applicable above stated amount and the amount actually received by the City.

B. Reimbursements

All requests for reimbursement under this article, including purchase of new equipment and damage to eyeglasses or personal property, shall be submitted for approval to the Chief of Police, and such approval shall not be unreasonably denied.

ARTICLE XII | OVERTIME

Employees subject to this agreement will be compensated for time worked over and above eight (8) hours per day at the rate of time and one-half the regular rate of pay for such employees as found on the attached wage schedules.

Regular Compensatory Time Bank

1. Employees shall be allowed to elect compensatory time in lieu of paid overtime. Employees may accumulate up to one hundred twenty (120) hours of compensatory time at any one time during each year.
2. Paid compensatory time off may be taken with the approval of the commanding officer. Unused compensatory time in excess of eighty (80) hours must be used, or it will be paid in cash as of the last pay period of each calendar year. Only eighty (80) hours of compensatory time may be carried over from one calendar year to the next. One calendar year is defined as the first pay period through the last pay period of each year as defined by the City. Compensatory time that is paid in cash at the end of a year shall be paid off at the last rate in existence for that year.
3. At the employee's option, the payoff of all compensatory time on the first pay period in December of each year may occur subject to the following: It is agreed that 1/3 of the remaining monies available in the police department's annual overtime budget may be used to pay out compensatory time balances of employees that so request. Requests from employee's will be honored in the following order: 1) All requests from employees in the rank of Lieutenant shall be honored first, in order of rank seniority, 2) All requests from employees in the rank of Sergeant in order of rank seniority.

All employees working on Friday and Saturday of the Oktoberfest festival shall receive double time for such work, in lieu of any other overtime provisions. Oktoberfest double time hours shall be from 5:00 AM Friday to 6:00 AM Sunday of the Oktoberfest weekend. Double time for Oktoberfest is not available for court time and training (including associated travel.)

Hours worked in excess of the regular work week shall be compensated at time and one-half. Travel time to attend schools when officers volunteer to attend such schools, shall be compensated at the regular straight time rate. Travel time to attend school for mandatory training shall be paid at time and one-half.

When members are engaged in training, overtime shall only be paid as follows:

1. Employee will be compensated at time and one-half for all hours worked over 171 in a 28-day work period as outlined in the Fair Labor Standards Act, Section 207(k) under the law enforcement exemption. Hours worked includes training that is compensable, however does not include vacation, holidays, sick leave and personal business days.
2. Having met the FLSA requirements of overtime, a contractual agreement is made that employees will be compensated for time worked in excess of eight (8) hours per day or in excess of the 171 hours worked in the 28 day work period at the rate of time and one-half the scheduled rate of pay for such employees. Compensable training outside normally scheduled hours under the contractual agreement will be paid at time and one-half. All travel associated with training will be paid at straight time.

An exception to the above will be when training takes place in lieu of regular workdays. In this circumstance, time will beat the employee's regular rate of pay including any shift differential.

ARTICLE XIII | CALL BACK AND MINIMUM COURT PAY

Employees recalled to duty after having left the premises, or scheduled to return to duty while off duty, shall receive a minimum of three (3) hours pay at time and one-half. This includes required court appearances while off duty. If the employee receives two (2) court appearances at the same time, only one overtime slip can be submitted.

Employees called to testify in a court proceeding shall receive a minimum of three (3) hours pay at time and one-half if such employee is not regularly scheduled to work at the time of the proceeding. However, if the employee is notified (via phone, text or voice message) 90 minutes or greater from the subpoena time for a previously scheduled court appearance, the employee shall receive one (1) hour of pay at the employee's regular straight time hourly rate.

Example: if one court case is cancelled and one case goes to hearing, the employee receive three (3) hours pay at time and one-half for the hearing and could not submit for an hour of straight time for the cancellation.

ARTICLE XIV | HOLIDAYS

Holiday pay as provided herein shall be allowed for the following holidays: New Year's Day, Martin Luther King Day, Spring Holiday (Friday before Easter), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve. Those employees scheduled to work on one of the above holidays shall receive time and one half for all hours worked on the holiday plus 8 hours additional pay in cash, at straight time rates. Those employees scheduled to be off either on an assigned rest day or for any other reason on one of the above holidays, shall receive 8 hours pay in cash computed at straight time.

In order to be eligible for holiday pay, qualified employees must work on the last regularly scheduled work day prior to the holiday and must further work on their first regularly scheduled work day after the holiday, unless excused by the Chief, Shift Commander or Supervisor.

Paid vacation, sick leave or compensated leave of absence shall be considered as excused for purposes of claiming holiday pay.

All holidays as provided above can be taken as compensatory time off in lieu of holiday pay, however the compensatory time, when used, shall be with the permission of the Chief of the Department or his designee. Such compensatory time, if not used or approved to be used when the last pay period in November is calculated, shall be paid in cash, on the first pay period in December.

ARTICLE XV | WORK WEEK

Effective January 1, 2016, the work week shall be established as forty hours per week.

ARTICLE XVI | EDUCATION INCENTIVE

The parties have agreed that the attainment of a Bachelor's Degree can be an important part of the professional development of police officers. As such, employees that possess/attain a Bachelor's Degree shall be compensated an additional fifty dollars (\$50.00) per month. Officers with an Associate's Degree shall be compensated an additional twenty-five dollars (\$25.00) per month.

Employees shall be eligible for tuition reimbursement for college level courses related to their occupation as approved by the Chief of Police and the Director of Human Resources and in accordance with the Tuition Reimbursement Policy. The maximum citywide pool of money for this purpose is \$15,000 each

year, with an individual maximum in accordance with the Tuition Reimbursement Policy.

Employees hired after January 1, 2011, and promoted into Covered Protective Positions:

An educational incentive payment of fifty dollars (\$50.00) per month shall be paid for those officers who possess/attain a Bachelor's Degree. There shall be no education incentive for Associate Degree.

ARTICLE XVII | SHIFT ASSIGNMENTS

Employees assigned to the various shifts shall receive monthly variable shift assignment pay (VSAP) as follows:

- 8.4 hour shift starting between 6:00 AM – 9:00 AM shall equal seventeen dollars (\$17)
- 8.4 hour shifts starting after 9:00 AM shall equal forty-seven dollars (\$47)
- 10.5 hour shifts starting at/after 6:00 AM shall equal forty-seven dollars (\$47)
- 10.5 Hour shifts starting at/after 3:00 PM shall equal sixty-six dollars (\$66)
- 12 hour shifts starting at 5:00 AM/6:00 AM shall equal eighty dollars (\$80).
- 12 hour shifts starting at 3:00 PM shall equal eighty dollars (\$80)
- 12 hour shift starting at 5:00 PM/6:00PM shall equal eighty dollars (\$80)

Neighborhood Resources Officers (NRO)

Supervisors assigned to the Neighborhood Resource Officer Unit will work a 10.5-hour day (4 on, two off, four on, four off) schedule with two platoon assignments. The workweek will consist of Tue-Fri and Wed-Sat. As a result, supervisors assigned to the NRO unit will work every other Saturday. NRO Supervisor shall accrue 104 unscheduled hours per year. Management reserves all rights to determine the platoon assignment.

Twelve Hour Work Schedule

The City of La Crosse and the La Crosse Professional Police Officers Association have jointly developed a twelve (12) hour work schedule for sworn supervisory police officers of the La Crosse Police Department, which is based upon a twenty-eight (28) day work period with a total of 2080 hours worked per year.

The LPPSA and the City have declared a working period of twenty-eight days (171 hours) “7K” work period pursuant to the provisions of the Fair Labor Standards Act. The work year will consist of 2080 paid hours – Officers will be paid for an eight (8) hour workday on their existing five (5) working days on followed by two (2) days off, and then five (5) working days on followed by three (3) days off (5/2-5/3).

The parties recognize that various provisions of the collective negotiations agreement are impacted by such revised work schedules. It is hereby agreed and understood between the parties as follows:

1. The City of La Crosse and the LPPSA have jointly developed a 12 hour schedule for Police Supervisors which, is based upon a twenty-eight (28) day one hundred and seventy-one (171) hour work period.
2. Employees covered by the LPPSA agreement and presently working a patrol shift schedule shall work a twelve (12) hour shift schedule.
3. Shifts are defined as 6:00 a.m. to 6:00 p.m. for the day shift and 6:00 p.m. to 6:00 a.m. for the night shift. Overlapping patrol coverage will be accomplished by having “early” patrol assignments of 5:00 a.m. to 5:00 p.m. and 5:00 p.m. to 5:00 a.m.

4. Employees covered by the LPPSA agreement including investigative and administrative will also be covered under the twenty-eight (28) day one hundred and seventy-one (171) hour (7K) work period.
5. The following will also apply to 5/2-5/2 scheduled employees:
 - a. Will be paid 2,080 hours per work year.
 - b. Employees will be allowed the option to work a four (4) day – ten (10) hour shift if it is mutually beneficial to the Department and employee and not to exceed 2080 paid hours per year. An employee working under section 5-b may exchange the day off from their assigned day off to another day off within the next 60 days with the approval of the Chief of Police or his/her designee. Employees working 4/10 will not receive “unscheduled hours” as the scheduled work hours will not exceed 2,080 scheduled hours.
 - c. Employees will be allowed the option to work five (5) working days of eight and four tenths (8.4) hours per day, repeated each week- typically, Monday through Friday, if it is mutually beneficial to the Department and employee and not to exceed 2080 paid hours per year. Employees working under this schedule will receive 104 hour “unscheduled hours” in lieu of the hours scheduled in excess of 2,080 hours and will be treated the same as stated in Section 9 - a through c of this agreement.
6. The 12 hour work schedule will be two (2) consecutive twelve (12) hour days on duty followed by two (2) consecutive days off, followed by three (3) consecutive twelve hours days on duty followed by two (2) consecutive days off, followed by two consecutive twelve hour days on duty followed by three (3) consecutive days off (2/2-3/2-2/3 cycle).
7. The Chief of Police will determine the staffing levels (that is, the exact number of police officers) for each of the two shifts that are necessary for the twelve (12) hour schedules. In addition, the Chief of Police shall have the right to alter said staffing levels, from time to time, as he deems appropriate and necessary to insure the efficient operation of the Department and/or where said adjustment shall be in the best interest of the Department.

HOURS OF WORK AND ABSENCES FROM DUTY

8. Under the twelve (12) hour work schedule, officers working will be scheduled to work twelve (12) hours per work day. Over the entire fifty-two (52) week calendar year, said 12 hour or 8.4 hour schedule will result in a total of one hundred and four (104) additional scheduled hours over the contractually established 2,080 annual work hours. This agreement is based upon a 2,080 scheduled hours per year. In order to reduce the total number of hours back to 2,080 hours, officers will be required to un-schedule 104 scheduled work hours generated by the twelve (12) hour schedule. The 104 “unscheduled hours” will be addressed in the following agreed upon manner.
 - a. The additional 104 hours will not be considered overtime hours or paid hours
 - b. Officers assigned to a twelve (12) hour 2/2, 3/2, 2/3 work schedule or 8.4 hours 5/2-5/2 work schedule will be allotted one hundred and four (104) “unscheduled hours” of time off on Jan 1 of each year. Such hours will be pro-rated if an officer is assigned after Jan 1 based on the total number of hours over 2080 hours that are projected to work in remaining calendar year.
 - c. Officers will be allowed to use the banked 104 “unscheduled hours” in lieu of regular scheduled work hours over the course of the calendar year at the approval of the Chief of Police/designee. “Unscheduled hours” are not allowed to be carried over to a following year and shall not be subject to payout at end of year. Officers must use “unscheduled hours”. Officers shall have all unused “unscheduled hours” used by November 1st of each year, or those hours will be scheduled by the Chief of Police/designee.
9. The conversion of vacation time shall be hour for hour based upon an 8 hour work day as follows:

1 week = 40 hours
2 weeks = 80 hours
3 weeks = 120 hours
4 weeks = 160 hours
5 weeks = 200 hours
26 days = 208 hours
27 days = 216 hours
28 days = 224 hours
29 days = 232 hours
30 days = 240 hours

10. The conversion of Funeral leave shall be day for a day in accordance with Section 7 of the LPPSA agreement. Officers working 12 hour day will be treated the same as those working an 8 or 10 hour day.
11. Conversion of Holidays will be hour for hour based on an 8 hour work day. Currently, eleven (11) holidays are recognized. Each officer will be credited a Holiday Compensation Time Bank pro-rated for the number of recognized holidays scheduled in the calendar work year. Eleven (11) days = 88 hours
12. All other language of the LPPSA agreement under Section 14 regarding holiday premiums remain status quo with the following changes.
 - a. Employees scheduled to work on any of the recognized holidays shall receive time and one-half pay for all hours worked on the holiday in addition to the 88 hours of Holiday Compensation Time. It is understood that time worked on the holiday refers to all hours which began on the recognized holiday, including that which continued without a break into the day after the recognized holiday.
13. Conversion of Personal Business Time should be equivalent to scheduled shift (e.g. 4 days X 8 hours = 32 hours). See Article VI.
14. Conversion of Sick Time should be equivalent to schedule shift (e.g. accrual 1 day = 8 scheduled hours). See Article VI.

OVERTIME

15. Overtime compensation at time and one-half (taken as pay or comp time) shall be earned when a police officer works in excess of his/her regularly scheduled shift (12, 10 or 8.4) hours in any one shift.
16. If an officer works and is paid for more than one hundred seventy-one (171) hours in any twenty-eight (28) day work period, they shall receive overtime compensation at time and one-half pay, with the exception of the hours worked under section 9-a (104 unscheduled hours).
17. Any Overtime hours for call back, court, extra-duty, grant, security or off duty phone calls will follow the provisions of the current collective bargaining agreement.

TRAINING

18. At the discretion of the Chief of Police/designee, an officer assigned to a twelve (12) hour schedule may be temporarily placed on a 5/2 (8.4-hour day) schedule for training purposes when said training exceeds a four (4) day consecutive period.
19. When an employee is assigned to attend training and the training is less than 12 hours for employees on a 12 hour schedule or less than 10 hours for employees on a 4/10, the employee shall pre-arrange with

their shift command to make up the work hours, or promptly return to his/her division and be prepared to work the remaining hours, or use banked unused time off to cover the remaining hours, subject to advance management approval.

20. Overtime for employees voluntarily attending training will be governed under the twenty-eight (28) day, one hundred seventy-one (171) hours Fair Labor Standards Act, specifically, Section 207 (k). Training hours that do not exceed the 28 day/171 hours will be compensated at straight rate. Training hours that exceed the 28 day/171 hours will be compensated at time and one-half.
21. Any Mandatory training will be compensated at time and one-half pay or comp time.

MEAL TIME/BREAK TIME

22. Because payment for meal periods is included in the standard workday, the City is not liable for any additional compensatory time. One thirty (30) minute meal period and two (15) minute break period shall be permitted during each twelve (12) hour segment during the tour of duty. The meal and/or break period shall be non-contiguous, subject to call, and are included in the work day. Meal and/or break periods will be authorized by the shift commander or supervisor.
23. In the event of a conflict between the provisions of this Addendum and any other language in the LPPNSA work agreement, the provisions of this Addendum will prevail.
24. Employees working the 12 hour schedule shall not engage in any outside employment within eight (8) hours of beginning such shift or on a regularly scheduled work day
25. In order to avoid fatigue, employees working the /12 hour schedule all efforts will be made to avoid working more than seven (7) days at a stretch and no more than 16 hours straight. This does not include mandatory court appearances or other emergency situations. In the case of a mandatory court appearance, the employee at their option, can utilize all or part of the court appearance time as “time worked” for their next scheduled shift, if that shift is scheduled less than 12 hours from the end of the court appearance.
26. Parties agree that excluding any unpaid leave, officers shall be paid on a smoothing basis (80 hours bi-weekly which includes “unscheduled hours”) for their bi-weekly payroll as opposed to pay for actual hours worked. At the end of the FLSA 7(k) payperiod (28 days) Finance will ensure that officers are made whole for any FLSA premium due.

ARTICLE XVIII | VACATION

Employees shall receive one (1) week of paid vacation after one (1) year of continuous service; two (2) weeks after two (2) years of continuous service; three (3) weeks after six (6) years of continuous service; and four (4) weeks after thirteen (13) years of continuous service; five (5) weeks after twenty (20) years of continuous service; twenty-six (26) days after twenty-six (26) years of continuous service; twenty-seven (27) days after twenty-seven (27) years of continuous service; twenty-eight (28) days after twenty-eight (28) years of continuous service; twenty-nine (29) days after twenty-nine years (29) of continuous service; and thirty (30) days after thirty (30) years of continuous service. One day is understood to mean 8 hours of accumulated vacation time, and one week is understood to be 40 hours of accumulated vacation time. A 12 hour shift employee who takes vacation for their full day would be required to use 12 hours of their vacation accrual.

Vacations shall start at the beginning of the employee's work week.

Time off without pay may result in pro-rated vacation accrual for the following year.

If an employee who has accumulated vacation credits is precluded from taking this accumulated vacation credits within the calendar year because of his/her work schedule or work scheduled by his/her supervisor, he/she shall be permitted to carry over up to two (weeks) of vacation into the subsequent calendar year. The carryover will occur automatically after the last pay period of the year. Any vacation carried over into the subsequent year must be used by the last full pay period of that year, or it shall be forfeited.

ARTICLE XIX | JURY DUTY

- A. Responsibilities. Employees are subject to jury service in the same manner as other citizens.
- B. Compensation. No salary deduction is made during jury duty, but all jury fees received for jury duty during working hours must be paid to the City Treasurer, and a copy of the receipt shall be filed with the City Clerk.

Return to Work. Jurors, when not assigned to cases, must report to their regular work assignment for the remainder of the day. Jury duty shall be recorded on all payroll records

ARTICLE XX | MANAGEMENT RIGHTS

Except as otherwise specifically provided herein; the Management of the City of La Crosse and the direction of the work force including but not limited to the right to hire, to decide initial job qualifications, to lay off for a lack of work or funds, to abolish positions, to make reasonable rules and regulations, to determine the schedule of work; to sub-contract work, to establish and implement new job descriptions subject to impact bargaining, together with the right to determine the methods, processes and manner of performing work are vested exclusively in Management.

ARTICLE XXI | VACANCIES WITHIN THE DEPARTMENT

Any vacancy or new position created within the department shall be posted, listing the job description, requirements and qualifications. All members of the bargaining group shall be notified of such position and shall have an opportunity to seek the position if qualified.

ARTICLE XXII | CHECK OFF

The City shall deduct association dues from each biweekly paycheck from the wages of such employees who have provided a signed voluntary dues deduction form to the City. Signed forms will be obtained by the union and forwarded to the City Human Resources Department. Members may opt out of dues paying, by notifying in writing, either the City Human Resources Department or Local President. Changes in the amount of dues to be deducted shall be certified by the Association to the Deputy Director of Human Resources thirty (30) days before the effective date of the change. The dues are to be paid to the Association. The City is to be held harmless in the event of any legal controversy involving this provision.

ARTICLE XXIII | AMENDMENT PROVISION

This agreement is subject to amendment, alteration or addition only by subsequent written agreement

between and executed by the City and the Association wherein mutually agreeable. The waiver of any breach, terms or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE XXIV | SAVINGS CLAUSE

If any Article or Section of this agreement or any addendums thereto should be held invalid by operation of law by a tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this agreement and Addendum shall not be affected thereby and the parties shall enter into immediate discussions for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXV | RESIDENCY

There is no residency requirement for any police supervisor subject to this agreement who began employment with the City of La Crosse before January 1, 1983.

All bargaining unit employees subject to this agreement shall, as a condition of employment, establish and maintain their domicile and residency within the corporate limits of the City of La Crosse. Effective January 1, 2005 employees with three (3) years of creditable service as a full time City employee are exempt from the domicile/residency requirement provisions contained herein. It is understood that compliance with the domicile/residency requirement is a condition of employment and non-compliance shall result in termination of employment.

The length of creditable service requirements contained herein shall begin when the employee first establishes his or her domicile/residency within the City.

ARTICLE XXVI | FAMILY MEDICAL LEAVE

City of La Crosse has established a Family and Medical Leave Act policy pursuant to Federal and State Family and Medical Leave Act.

ARTICLE XXVII | LEAVE OF ABSENCE

The Police Chief may, with the approval of the Director of Human Resources, grant an employee a leave of absence without pay for good reason when the employee's services can be spared without detriment to the interest of the City. It is understood that leaves of unpaid absences under this clause will not be granted where employees have existing appropriate leave balances. Such leave shall not exceed thirty (30) days unless unusual circumstances are evident. The use of applicable paid leave in conjunction with leaves of absence for family and medical reasons will be administered in accordance with applicable State and Federal Laws. Time off without pay may result in pro-rated vacation accrual for the following year.

ARTICLE XXVIII | MILITARY LEAVE

Employees who are duly enrolled members of the National Guard, State Guard or any other organized reserve component of the Armed Forces of the United States, shall be allowed a military leave of absence to attend scheduled military training as has been ordered, not to exceed 120 hours. Such time shall be in

the calendar year in which so ordered. A copy of orders requiring attendance at military training sites shall accompany all requests for a military leave of absence, and shall be provided to the Chief of Police as soon as they are received. Military leave shall be in addition to any other authorized leaves.

Employees who are authorized military leave as outlined above, shall suffer no loss of straight time pay for such leave. Upon returning to City duty, the City will provide an offset to the employee taking military leave upon receipt of their military pay stub. The City shall pay the difference between the employee's military base pay, excluding quarters, rations, and travel allowances, and the employee's regular City straight time rate of pay if the military pay is less than City pay.

To receive the offset, the employee must provide their military pay stub to Human Resources within thirty (30) days from the date in which the employee returns to City employment. The compensation offset is provided for annual military training, *not weekend drills*.

The City will comply with all state and Federal laws relating to employees in reserve or active military service, including the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA).

ARTICLE XXIV | DRUG AND ALCOHOL TESTING

Effective January 1, 2016, all sworn officers shall be subject to random drug and alcohol testing. Testing shall be limited to one (1) sworn officer per month, and shall be conducted by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory shall test for only the substances and within the current limits for the initial and confirmation test as provided within the NIDA standards, which may change from time to time. Alcohol testing shall be conducted by the laboratory using a breathalyzer or similar test equipment.

The random draw conducted by the laboratory will be provided to the Deputy Director of Human Resources or his/her designated representative for coordination and scheduling of said employee. Refusals or confirmed positive tests may invoke immediate dismissal from the Department. All results, including confirmed positives, shall be provided to the Deputy Director of Human Resources or his/her designated representative. Any positive test results will require notification of the Chief by Human Resources.

The employer shall be responsible for costs involved for random drug and alcohol testing. The employer shall select the laboratory for the random drug and alcohol testing provisions.

Drug Testing

The parties agree to the drug testing program describe below unless pre-empted by Federal or State legislation.

1. PURPOSE:

The Department's concerns are such that it is of paramount public interest to protect the public and to provide a safe working environment by ensuring that its personnel are fit for duty. The intent of this order is not only to identify an employee with a problem, but to correct the problem constructively.

The Department views chemical screening as an integral part of its concerns for the public we

serve and its employees. However, it also recognizes the individual's reasonable expectation of privacy from unreasonable intrusions by his/her employer. In balancing these two (2) issues, it is our intent to act in these matters only based upon reasonable individualized suspicion for employees. The exception to this are covered herein.

2. DRUG ENFORCEMENT ASSIGNMENT/EVIDENCE ROOM

Sworn personnel primarily assigned to drug enforcement duties or supervision of evidence room shall be required to submit to a chemical screening prior to accepting the assignment, and random screening during the assignment, as determined by Human Resources.

3. REASONABLE INDIVIDUALIZED SUSPICION – SCREENING

- a. Whenever possible, two (2) observing administrators shall consider an employee's behavior on duty that may be indicative of drug/alcohol use in making a determination whether reasonable individualized suspicion exists.
 - i. Third party observations/claims shall not warrant immediate screening of an employee.
 - ii. Any employee can enact this process through Police Administration where the employee has a reasonable suspicion to believe that another employee is illegally using or under the influence of a drug/narcotic/chemical while in the work place.
 - iii. Definition- Reasonable Individualized Suspicion: A basis upon which employees will be required to undergo a chemical screening. It shall be based on objective facts that the employee is using or is under the influence of a chemical in the work place based upon the observations and/or investigation of Administration.
- b. ONLY the personal observations and/or investigations by Police Administration shall warrant testing. When more than one Administrator is on duty, a minimum of two (2) Administrators will make such observations and must concur with testing prior to any screening. When only one (1) Administrator is on duty, he/she will call a second Administrator to get such concurrence.
- c. All observations and the investigations will be documented in writing by the Administrator.
 - i. Immediately prior to any testing based upon reasonable individualized suspicion, the Administrator will issue a written advisory to the employee stating that the requested test is based upon causes briefly defined therein.
 - ii. The employee will sign and date the advisory, as will the Administrator. The employee shall receive a copy of the advisory. The testing process will occur regardless of whether or not the employee signs.
- d. NOTE: Unusual behavior may be caused by a number of reasons unrelated to chemical influences.

4. PRESCRIPTION AND NON-PRESCRIPTION DRUGS/MEDICATION

- a. An employee using a drug/medication that he/she feels may affect his/her performance shall inform his/her Administrator prior to coming on duty of such drugs/medication and possible side effects.
- b. This information will be held confidential by the Administrator and the employee.
- c. It is the responsibility of the employee to advise the Administrator requesting a chemical screening that he/she is or has taken within the past 72 hours prescription or non-prescription drugs or medications, if this is true.
 - i. The employee shall specify the type of medication, amount taken and time

- frame that such drugs were taken.
- ii. This information shall be provided prior to any test or screening process.
- iii. Written verification of lawful possession/use as recommended by a doctor or the manufacturer will be supplied to the supervisor within 48 hours after testing. The Department requires employees who are tested to provide evidence within 48 hours that all prescription medicine was lawfully obtained through a person authorized by law.
- iv. Any employees using another person's prescription medication may be deemed to have illegal possession if the substance is controlled by law, and subject to disciplinary proceedings, prosecution, or as otherwise authorized by the Chief.
- d. The involved employee using another person's prescription medication may be deemed to have illegal possession if the substance is controlled by law, and subject to disciplinary proceedings, prosecution, or as otherwise authorized by the Chief.

5. URINE SPECIMENS

- a. All specimens will be collected in a medically approved manner by a trained person, under medically approved condition, at an approved testing facility.
 - i. Urine specimens will be obtained in a manner that provides integrity of the specimen and concern for the employee.
 - ii. Only sterile vials provided by the medical facility for tests shall be used for specimens.
- b. Specimen Amount Required: A minimum of 45 milliliters of urine is required for chemical screenings. This will afford sufficient amounts for department testing and that of an employee, should he/she desire a re-test.
- c. All urine specimens will be conveyed by laboratory courier to the testing laboratory. To insure confidentiality, labeling of specimens will include only date, donor's initial, and specimen ID number.
- d. Approved Testing Facility
 - i. The facility used by the Department will:
 - 1. Be required to perform all required testing.
 - 2. Provide a secure area to accommodate specimens.
 - ii. The Department will have the right to inspect the facility to ascertain compliance with its requirement. This right also applies to the Association.
- e. All initial and confirmation tests shall be at Department expense. Initial and confirmation tests will be done by approved medical standardized tests.
- f. A member having a confirmed positive screening may request to have an additional test conducted at his/her expense and at a laboratory of his/her choice.
 - i. A written request to the Chief must be made within three (3) business days after the employee was advised of the test results.
 - ii. The sealed specimen will be transmitted to the employee's requested laboratory at his/her expense.
 - iii. Written retest results will be provided to the Chief by the employee within ten (10) days after the specimen was delivered to the employee's selected laboratory.

6. BREATH ANALYSIS

- a. The Administrators may utilize either or both the preliminary breath test and the intoxilyzer as appropriate in his/her investigation with results documented in his/her investigation.

- b. All testing will be in compliance with accepted procedures. Such tests will not be the sole determinant for warranting further tests.
7. SCREENING RESULTS
- a. All correspondence from any laboratory addressed to Human Resources will immediately be forwarded to the Chief.
 - b. The Chief will present in person a copy of any positive test results to the employee.
 - c. All results will remain confidential, with dissemination limited to those having the expressed consent of the Chief and as required in counseling and treatment.
 - d. All confirmed positive specimens will be retained for identification purposes at the City's authorized laboratory for one (1) year. Employees who have a separate test shall be required to retain that result for six months.
8. EMPLOYEE ASSISTANCE PROGRAM (EAP)
- a. Voluntary Participation in EAP
 - i. A Department employee having a drug/alcohol problem may voluntarily participate in EAP provided that:
 - 1. Voluntary participation in only a one-time offer.
 - 2. The employee may not volunteer after such participation has been mandated by the Department.
 - ii. The progression of participation in EAP under this order may be:
 - 1. Voluntary by the employee
 - 2. Mandatory by the Department
 - 3. Final disciplinary action.
 - b. The Department, upon confirmation of a positive chemical test of an employee, may initiate discipline, up to and including discharge. The Department may attempt to assist the employee by referring him/her to EAP for further assessment or referral to appropriate counseling or treatment.
 - c. If the employee fails to utilize the assistance to overcome his/her problems and/or fails to make reasonable progress as determined by treatment personnel, continues to perform in a sub-standard manner, or continues being under the influence of chemicals in the work place, then he/she will be considered a safety hazard. This shall result in corrective action which may include termination.
 - d. Assistance rendered under the program is confidential other than the employee signing a consent to release progress reports to the Chief and Director of Human Resources.
9. DEPARTMENT ACTIONS
- a. Corrective action may be taken against an employee found to be under the influence or in unauthorized possession of chemicals in the work place. The extent of discipline is dependent upon the following factors:
 - i. Type of violation
 - ii. Severity
 - iii. Prior like violations
 - iv. Prior service record
 - v. Defiance, carelessness
 - b. Severity of violation may invoke dismissal at any point, regardless of the number of prior violations of a like nature.
 - c. On any action, EAP counseling and follow-up may be applied.
 - d. If an employee refuses to submit to chemical screening, the Administrator will notify the Chief immediately. The Administrator will immediately relieve the employee from duty. This will be with pay, pending review by the Chief of the

investigation and of the refusal to submit to screening.

10. TRAINING

Each Administrator will be required to participate in chemical abuse identification training. The training will be conducted by a qualified people in the following areas:

- a. Medical. Understanding chemical abuse/use; symptoms of chemical abuse/use; articulation of symptoms and facts; documentation; testing procedure – an overview; employee assistance program

ARTICLE XXX | ATTENDANCE POLICY

PURPOSE

This policy is to ensure that a consistent procedure is used by all city departments in the administration of attendance at work for sworn supervisory Police employees.

ATTENDANCE

All employees will be required to be regular in their attendance and to meet normal attendance standards. For reporting purposes refer to below procedures. Three levels of attendance standards have been established ranging from excellent to unacceptable. Each employee shall meet or exceed the “adequate” standards. If an employee’s yearly attendance, (i.e. January 1 – December 31) falls below this expected level, they will be counseled and warned, and if the problem persists, the employee will be subject to disciplinary action. In addition, the employee would not be eligible for personal business days in the following year.

For definition purposes, a day of absence means each individual day, or portion thereof, lost from work due to reasons **other than: approved** leave of absence, vacation; personal business; family care; bereavement; flex time; military leave; Family Medical Leave; jury or witness duty; injury suffered on the job; disciplinary action; or a physician excused illness or medical appointment of the employee.ⁱ An occurrence is defined as each consecutive occasion that an employee misses work. Example: If an employee is off sick for two consecutive days (ten hours per day) with the flu that would count as one occurrence and twenty hours absence.

Any sickness or injury of three (3) consecutive work days duration or over must be verified by a physician’s certificate. This certificate must state the kind or nature of the illness or injury and that the employee has been incapacitated for work for said period of absence.

Where the city has reasonable cause to suspect sick leave abuse exists, the city reserves the right to require reasonable medical substantiation, including a general diagnosis, for any and all prospective sick leave absences including those of twenty-four (24) hours or less. Any and all medical substantiation, including physician certificate, required under this policy may bypass the employee’s immediate supervisor and be directed to the City’s Human Resource Department, if the employee so desires.

REPORTING PROCEDURE FOR EMPLOYEES REQUESTING SICK LEAVE:

The Employee must:

- Personally notify his/her Supervisor or their designee prior to the scheduled start of the shift.
Exception – If the employee is incapacitated by a medical condition that would prevent him/her from making the call personally.
- Inform management of the general nature of the illness and expected date of return.
- Inform management if leave is for Family Care. Employees are allowed up to 3 Family Care days (deducted from accrued sick leave bank), and are designated for injury/illness of the employee’s minor dependents.
- Keep management informed of changes effecting return to work date.

- Present acceptable medical substantiation upon return to work following three (3) consecutive days or more of consecutive scheduled work hours off due to illness or injury.
- All acceptable medical substantiation for approved absences must be turned into Human Resources within 30 calendar days of the appointment. Late submissions will not be accepted.

MEDICAL/DENTAL APPOINTMENTS:

If the work schedule allows, employees may use accrued sick leave for their medical/dental appointments as follows:

- The employee may use sick leave for the duration of the employee's medical/dental appointment, plus any travel time necessary to and from the appointment, (i.e. an employee has a doctor's appointment at 10:00 a.m. In order to make it there he/she requests to leave at 9:30 a.m. His/her appointment is completed at 11:00 a.m. He/she is expected to return to work immediately after the appointment, i.e. 11:30 a.m.).
- An employee will not be allowed to take the entire day off for an appointment, unless special circumstances warrant such as conditions which affect their ability to safely, effectively or thoroughly perform their job description's essential duties.
- Sick leave is not intended to provide additional income to an employee, but as a substituted form of pay for time attending the employee's appointment. Sick leave may be used for the time period for which the employee's appointment falls during normal work hours, (i.e. the employee is scheduled for an appointment at 4:00 p.m. and ends at 5:00 p.m. The employee's normal scheduled work day would have ended at 4:30 p.m., so the employee would only be able to use sick leave from 4:00 p.m. – 4:30 p.m.).
- Every effort should be made to schedule appointments during non-work time.

ATTENDANCE STANDARDS

ATTENDANCE CRITERIA

"Adequate"

- Less than 64 total hours of absence
- 4 occurrences

"Poor"

- 64 to 87 total hours of absence
- 5 to 7 occurrences

"Unacceptable"

- 88 hours or more total hours of absence
- 8 or more occurrences
- A noticeable pattern of absence is present

Employees must meet both criteria for each standard to be considered for that category. For example, if an employee has 2 occurrences each lasting 24 hours (for a total absence of 48 hours) the appropriate standard would be "Adequate".

ARTICLE XXXI | ENTIRE AGREEMENT

The foregoing constitutes an Entire Agreement between the parties and no verbal statement shall supersede any of its provisions.

ARTICLE XXXII | DURATION OF AGREEMENT

This agreement shall remain in full force and effect commencing the first (1st) day of January 2027 and terminating on the 31st day of December 2026, and shall continue from year to year thereafter unless amended by subsequent Council resolutions.

It is understood and agreed that all expenditures or compensation to be paid to employees in accordance with this agreement must meet the requirements and procedures required by law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement of the 9th day of July 2026.

LA CROSSE PROFESSIONAL POLICE
ASSOCIATION (LPPSA)

CITY OF LA CROSSE

Grant Gyllander, President – LPPSA

Shaundel Washington-Spivey, Mayor

Chris Oates, Vice President – LPPSA

Rebecca Franzen, Director of Human Resources

Craig Teff, 2nd Vice President – LPPSA

Erin Goggin, Chair – Finance and Personnel
Committee

Whitney Hughes, Secretary – LPPSA

Barb Janssen, Finance and Personnel Committee

Brooke Pataska, Treasurer – LPPSA

Aron Newberry, Finance and Personnel
Committee

Rosanne Northwood, Finance and Personnel
Committee

Chris Kahlow, Finance and Personnel Committee

Larry Sleznikow, Finance and Personnel
Committee

Wage Schedule “A” – Effective January 1, 2027

Wage Schedule "A" Effective January 1, 2027 4% Wage Increase Base Rate and Longevity

SERGEANT

		Base Rate							
Step	Years	<1 Year in Grade	1 Year in Grade	3 Years in Grade	5 Years in Grade	8 years in Grade			
A	Base Rate	\$ 46.44	\$ 46.96	\$ 47.39	\$ 48.29	\$ 49.24			
B	7	\$ 47.83	\$ 48.36	\$ 48.82	\$ 49.73	\$ 50.72			
C	10	\$ 49.22	\$ 49.77	\$ 50.23	\$ 51.19	\$ 52.20			
D	15	\$ 50.62	\$ 51.18	\$ 51.66	\$ 52.63	\$ 53.67			
E	20	\$ 52.01	\$ 52.59	\$ 53.08	\$ 54.08	\$ 55.15			
F	25	\$ 53.40	\$ 54.00	\$ 54.51	\$ 55.53	\$ 56.63			

LIEUTENANT

		Base Rate							
Step	Position	<1 Year in Grade	1 Year in Grade	3 Years in Grade	5 Years in Grade	8 years in Grade			
A	Base Rate	\$ 50.77	\$ 51.26	\$ 51.76	\$ 52.83	\$ 53.87			
B	7	\$ 52.29	\$ 52.80	\$ 53.31	\$ 54.41	\$ 55.48			
C	10	\$ 53.82	\$ 54.34	\$ 54.87	\$ 56.00	\$ 57.11			
D	15	\$ 55.34	\$ 55.88	\$ 56.42	\$ 57.58	\$ 58.72			
E	20	\$ 56.87	\$ 57.41	\$ 57.97	\$ 59.18	\$ 60.34			
F	25	\$ 58.39	\$ 58.95	\$ 59.53	\$ 60.76	\$ 61.95			

Wage Schedule “B” – Effective April 7, 2028

Wage Schedule "B" Effective April 7, 2028 1% Wage Increase Base Rate and Longevity

SERGEANT

		Base Rate						
Step	Years	<1 Year in Grade	1 Year in Grade	3 Years in Grade	5 Years in Grade	8 years in Grade		
A	Base Rate	\$ 46.90	\$ 47.43	\$ 47.86	\$ 48.77	\$ 49.73		
B	7	\$ 48.31	\$ 48.84	\$ 49.31	\$ 50.23	\$ 51.23		
C	10	\$ 49.71	\$ 50.27	\$ 50.73	\$ 51.70	\$ 52.72		
D	15	\$ 51.13	\$ 51.69	\$ 52.18	\$ 53.16	\$ 54.21		
E	20	\$ 52.53	\$ 53.12	\$ 53.61	\$ 54.62	\$ 55.70		
F	25	\$ 53.93	\$ 54.54	\$ 55.06	\$ 56.09	\$ 57.20		

LIEUTENANT

		Base Rate						
Step	Position	<1 Year in Grade	1 Year in Grade	3 Years in Grade	5 Years in Grade	8 years in Grade		
A	Base Rate	\$ 51.28	\$ 51.77	\$ 52.28	\$ 53.36	\$ 54.41		
B	7	\$ 52.81	\$ 53.33	\$ 53.84	\$ 54.95	\$ 56.03		
C	10	\$ 54.36	\$ 54.88	\$ 55.42	\$ 56.56	\$ 57.68		
D	15	\$ 55.89	\$ 56.44	\$ 56.98	\$ 58.16	\$ 59.31		
E	20	\$ 57.44	\$ 57.98	\$ 58.55	\$ 59.77	\$ 60.94		
F	25	\$ 58.97	\$ 59.54	\$ 60.13	\$ 61.37	\$ 62.57		

Wage Schedule “C” – Effective October 8, 2028

Wage Schedule "C" Effective October 8, 2028 3% Wage Increase Base Rate and Longevity

SERGEANT

		Base Rate							
Step	Years	<1 Year in Grade	1 Year in Grade	3 Years in Grade	5 Years in Grade	8 years in Grade			
A	Base Rate	\$ 48.31	\$ 48.85	\$ 49.30	\$ 50.23	\$ 51.22			
B	7	\$ 49.76	\$ 50.31	\$ 50.79	\$ 51.74	\$ 52.77			
C	10	\$ 51.20	\$ 51.78	\$ 52.25	\$ 53.25	\$ 54.30			
D	15	\$ 52.66	\$ 53.24	\$ 53.75	\$ 54.75	\$ 55.84			
E	20	\$ 54.11	\$ 54.71	\$ 55.22	\$ 56.26	\$ 57.37			
F	25	\$ 55.55	\$ 56.18	\$ 56.71	\$ 57.77	\$ 58.92			

LIEUTENANT

		Base Rate							
Step	Position	<1 Year in Grade	1 Year in Grade	3 Years in Grade	5 Years in Grade	8 years in Grade			
A	Base Rate	\$ 52.82	\$ 53.32	\$ 53.85	\$ 54.96	\$ 56.04			
B	7	\$ 54.39	\$ 54.93	\$ 55.46	\$ 56.60	\$ 57.71			
C	10	\$ 55.99	\$ 56.53	\$ 57.08	\$ 58.26	\$ 59.41			
D	15	\$ 57.57	\$ 58.13	\$ 58.69	\$ 59.90	\$ 61.09			
E	20	\$ 59.16	\$ 59.72	\$ 60.31	\$ 61.56	\$ 62.77			
F	25	\$ 60.74	\$ 61.33	\$ 61.93	\$ 63.21	\$ 64.45			

Wage Schedule “D” – Effective January 12, 2029

Wage Schedule "D" Effective January 12, 2029 3% Wage Increase Base Rate and Longevity

SERGEANT

		Base Rate						
Step	Years	<1 Year in Grade	1 Year in Grade	3 Years in Grade	5 Years in Grade	8 years in Grade		
A	Base Rate	\$ 49.76	\$ 50.32	\$ 50.78	\$ 51.74	\$ 52.76		
B	7	\$ 51.25	\$ 51.82	\$ 52.31	\$ 53.29	\$ 54.35		
C	10	\$ 52.74	\$ 53.33	\$ 53.82	\$ 54.85	\$ 55.93		
D	15	\$ 54.24	\$ 54.84	\$ 55.36	\$ 56.39	\$ 57.52		
E	20	\$ 55.73	\$ 56.35	\$ 56.88	\$ 57.95	\$ 59.09		
F	25	\$ 57.22	\$ 57.87	\$ 58.41	\$ 59.50	\$ 60.69		

LIEUTENANT

		Base Rate						
Step	Position	<1 Year in Grade	1 Year in Grade	3 Years in Grade	5 Years in Grade	8 years in Grade		
A	Base Rate	\$ 54.40	\$ 54.92	\$ 55.47	\$ 56.61	\$ 57.72		
B	7	\$ 56.02	\$ 56.58	\$ 57.12	\$ 58.30	\$ 59.44		
C	10	\$ 57.67	\$ 58.23	\$ 58.79	\$ 60.01	\$ 61.19		
D	15	\$ 59.30	\$ 59.87	\$ 60.45	\$ 61.70	\$ 62.92		
E	20	\$ 60.93	\$ 61.51	\$ 62.12	\$ 63.41	\$ 64.65		
F	25	\$ 62.56	\$ 63.17	\$ 63.79	\$ 65.11	\$ 66.38		



CITY OF LA CROSSE

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La Crosse, Wisconsin 54601
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LEGISLATION STAFF REPORT FOR COUNCIL

File ID	26-0622	Caption	Resolution approving a collective bargaining agreement between the City of La Crosse and the La Crosse Professional Police Supervisory Association for January 1, 2027, to December 31, 2029.
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Staff/Department Responsible for Legislation

Rebecca Franzen, Director of Human Resources
Shawn Kudron, Chief of Police

Requestor of Legislation

Rebecca Franzen, Director of Human Resources

Location, if applicable

N/A

Summary/Purpose

The purpose of this resolution is to approve the three-year collective bargaining agreement between the City of La Crosse and the La Crosse Professional Police Supervisory Association (LPPSA).

Background

In May 2026, the City of La Crosse and the LPPSA began the negotiation process for their new collective bargaining agreement beginning January 1, 2027. The City and the LPPSA reached a three-year tentative agreement within the parameters set by the Finance and Personnel Committee.

Fiscal Impact

Over the course of the contract, there will be approximately a \$320,000 increase for the supervisors in wages and benefit costs.

Staff Recommendation

Staff recommend approval of the tentative agreement between the City and the LPPSA.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0001

Agenda Date: 7/2/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Status Update